

Partnership Arrangements between Tower Hamlets Clinical Commissioning Group (THCCG) and London Borough Tower Hamlets

Policy Statement

The requirement of the S75 is to ensure that the London Borough of Tower Hamlets (LBTH) and Tower Hamlets Clinical Commissioning Group (THCCG) strategic aims regarding integration and improved outcomes for service users and carers are managed by its partner agency, East London Foundation Trust (ELFT). The Tower Hamlets Mental Health Strategy 2014-2019 and Tower Hamlets Learning Disability Strategy 2017-2020 both highlight the requirements for LBTH staff to integrate with ELFT to improve outcomes. The aim is to ensure both organisations and the respective commissioners have oversight of the integrated services. It is also to ensure the statutory requirements placed on LBTH as a local authority, and the respective staff, within an integrated service is managed. The wider legislative requirements are a key aspect within the operational management of Adult Mental Health Services, Learning Disability Services and Older People Mental Health Services by ELFT.

The S75 has been undertaken within the scope of both the joint commissioning intentions of LBTH and THCCG. It is also undertaken via section 3 of the Care Act, where the local authority has a duty to exercise its functions with a view to promoting integration of health and social care provision, where this will improve the quality of care and support and promote the well-being individuals in their area. This approach alongside the commissioning intentions of both LBTH and THCCG are reflected within the S75 and the approach to ensure staff from LBTH is supported within ELFT managed services. This initial integration of services reflects the wider integration strategy generated by Tower Hamlets Together:

The role of the Mental Health and Learning Disability strategies to promote integration and partnership across the community, it is intended to improve outcomes for the residents of Tower Hamlets. A S75 allows LBTH social care staff and services to formally aid and assist the joint commissioning intentions in Tower Hamlets;

“Commissioning is the process used by local authorities and NHS bodies to arrange services for their local populations. It is the process of translating local aspirations and assessed needs, by specifying and procuring services for their local population, into services for people that use them”

Our aims are:

1. To deliver the best possible social and healthcare and wellbeing outcomes, including promoting equality
2. To provide the best possible health and care provisions
3. To integrate services wherever possible to meet assessed needs
4. To achieve this within the best use of available resources

(Department of Health)

The commissioning statement and associated strategies sets out the basis and rationale for the S75 arrangement between ELFT and LBTH. It is endorsed by THCCG as a manifestation of the integration agenda being undertaken by both commissioning organisations. The S75 retains the existing long-term commitment of the two organisations, ELFT and LBTH to work together to meet the joint commissioning intentions of THCCG and LBTH with regards to Adult Mental Health, Adult Learning Disability and Older People Mental Health Services. The wider commissioning intentions between THCCG and LBTH are part of a borough wide approach highlighted by Mayoral imperatives. They seek to integrate services and improve pathways for services in Tower Hamlet to improve well-being, health and social care outcomes across the wider community. Within these themes the corporate agenda of ensuring new ways of working and utilisation of LBTH staff allow for the S75 to be a live document. The governance approach within the S75 ensures both partners are able to adapt to the current financial and wider policy changes that exist. The S75 is a part of the overall LBTH strategy for its residents and articulates particular themes of ensuring LBTH commissioned services, staffing and buildings are utilised to improve outcomes. The other key element of delivery is that LBTH statutory requirements are met, which are within current legislation such as the Care Act 2014 among other legal duties placed on a local authority which ELFT under the S75 will manage on behalf on LBTH.

DATED: 2019

BETWEEN

**EAST LONDON (NHS)
FOUNDATION TRUST**

AND

LONDON BOROUGH TOWER HAMLETS COUNCIL

PARTNERSHIP AGREEMENT

Section 75

Of the

National Health Act 2006

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"Aligned Local Authority Budget"

has the meaning given to it in Clause 24.3.2;

"Aligned Trust Budget"

has the meaning given to it in Clause 24.3.1

"Annual Report"

means the report produced by the Joint Management Board pursuant to Clause 18:3;

"Annual Review"

means the yearly review conducted by the Joint Management Board as described at Clause 18:2 to be held on a date agreed by both Parties but no later than 30 days after the end of the Financial Year;

"Arbitration Notice"

has the meaning set out in Clause 57.8.02

"Background IPR"

means all Intellectual Property Rights in any material or in any work (in whatever format) which:

- (a) in relation to the Initial Integrated Provider Schemes exist as at the Commencement Date; or
- (b) in relation to any Integrated Provider Scheme introduced on or after the Commencement Date exist at the date of commencement of the relevant scheme;

"Budget"

means the budget set for the relevant Financial Year for the relevant Integrated Provider Scheme or part of the Services in the Integrated Provider Scheme as set out in the relevant Annex;

"Capital Expenditure"

means one off expenditure on goods or services which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners;

"Carers Services"

means the requirement to assess described in more detail in the specification set out at Annex 5 to this Agreement;

"CEDR"

has the meaning set out in Clause 57.5;

"Commencement Date"

means the date of this Agreement;

"Commissioner"

means the relevant commissioner or commissioners under a Commissioning Contract;

"Commissioning Contract"

means a contract under which a commissioner of NHS services purchases NHS services from the Trust some or all of which are included in an Integrated Provider Scheme.

"Confidential Information"

means any information or data in whatever form, disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one Party (the "Discloser") to the other (the "Recipient") in connection with this Agreement:-

- (a) which by its nature is confidential; or
- (b) which the Discloser acting reasonably states in writing to the Recipient is to be regarded as confidential, or
- (c) which the Discloser acting reasonably has marked 'confidential' (including, business affairs, operations, products, finances, plans, market opportunities, designs, processes, research, development, know how, personnel, distributors, suppliers and other trade secrets) but which is not health or social care records or information relating to a particular patient or service user, or Personal Data, or information to which the FOIA would apply;

"COSOP"

means the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector;

"Deficiency Notice"

has the meaning given to it at Clause 17.4

"DPA"

means the Data Protection Act 1998 (replaced by General Data Protection Regulation- GDPR- May 2018).

"Emergency Event"

means:

- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- (f) fire, explosion or accidental damage;
- (g) extreme adverse weather conditions;
- (h) collapse of building structures, failure of plant machinery, machinery, computers or vehicles; and
- (i) interruption or failure of utility service, including but not limited to electric power, gas or water not resulting from a failure by the Local Authority to pay for such utility service;

"Employees"

means the Trust Employees and/or the Local Authority Employees, as the case may be;

"Financial Year"

means the period from the 1 April of one year to the 31 March of the following year during the term of the Agreement;

"FOIA"

means the Freedom of Information Act 2000;

"Foreground IPR"

means all Intellectual Property Rights in any material or in any work (in whatever format), which is brought into existence as part of the Services to be commissioned or provided under this Agreement after that date;

"Forensic Service"

means the services described in more detail in the specification set out at Annex 3 to this Agreement;

"Functions"

means the relevant NHS Functions together with the relevant Local Authority Social Care Functions as per statutory legislation and national policy;

"Good Industry Practice"

means the exercise of that degree of skill, diligence, prudence, foresight and operating practice that would reasonably and ordinarily be expected from an appropriately skilled and experienced local authority under the same or similar circumstances;

"Guidance"

means any applicable guidance, direction and/or determination which the Trust and/or the Local Authority has a duty to have regard to, to the extent that:-

a) the same is publicly available; and/or

b) where a Party is required under this Agreement to comply with an guidance, direction of determination which the other Party is under a duty to have regard to, the other Party has notified that Party of the existence and/or contents of such guidance, direction and/or determination;

"Indemnify"

means to indemnify, keep indemnified and hold harmless from and against all Loss and "indemnity" "indemnities" and "indemnifies" have a corresponding meaning;

"Initial Integrated Provider Scheme"

means an Integrated Provider Scheme set out in Clause 8.1;

"Integrated Provider Scheme"

means an arrangement for the integrated provision of services, the details of which are set out in an Annex to this Agreement (as the same may be amended from time);

"Integrated Provider Scheme Aims and Outcomes"

means the aims and outcomes or the relevant Integrated Provider Scheme as set out in the relevant Annex in respect of the relevant scheme;

"Integrated Provider Scheme Services"

means the relevant services to be provided by the Parties for Service Users and Carers in

relation to an Integrated Provider Scheme in accordance with the Service Specification and the terms of this Agreement;

"Intellectual Property Rights"

means all patents, trade marks, service marks, registered designs or any applications for any of the foregoing, copyright (including in any text, computer coding, algorithms, applets, or in any other constituent elements of any work produced as a part of the commissioning or provision of the Services), design right, database rights, topographical rights, unregistered trademarks or other intellectual or industrial property rights, look and feel in any work produced under this Agreement, and all know how whether subsisting in the United Kingdom or anywhere else in the world;

"Joint Management Board"

means the group described at Clause 15 to whom the Parties have delegated the functions set out in the Terms of Reference of the Joint Management Board at Schedule 3

"KPI Spreadsheet"

has the meaning in Clause 16.2

"Law"

means:

- (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (b) any enforceable EU right within the meaning of Section 2(1) European Communities Act 1972;
- (c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; and
- (d) Guidance; and in each case in force in England and Wales or in England;

"Local Authority Employees"

means those employees of the Local Authority wholly or mainly engaged in the commissioning and/or provision of the Services;

"Local Authority Social Care Functions"

means the functions of the Local Authority under the Care Act 2014 and associated legislation which fall within the Social Care functions of Local Authorities prescribed under regulation 6 of the Regulations subject (in relation to any particular Integrated Provider Scheme) the modifications set out in the relevant Annex to this Agreement relating to that scheme;

"Loss"

means all costs (including the costs of enforcement) expenses, liabilities, injuries, direct loss, damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments howsoever caused incurred or suffered by a Party;

"Mediation Notice"

has the meaning set out at Clause 57.5

"Month"

means a calendar month;

"NHS Functions"

means the functions of the Trust which fall within the health functions of the Trust prescribed under regulation 5 of the Regulations subject to (in relation to any particular Integrated Provider Scheme) the modifications set out in the relevant Annex to this Agreement relating to that scheme;

"Older Peoples' Mental Health Service"

means the scheme described in more detail in the specification set out at Annex 4 to this Agreement;

"Overarching Aims and Outcomes"

means the aims and outcomes set out in Clause [7](#).

"Partnership Arrangements"

means the partnership arrangements described in Clause 6.1;

"Service Users and Carers"

means the persons to whom the Integrated Provider Scheme Services are to be provided;

"Performance Management Framework"

is defined in Clause 16.3

"Personal Data"

has the meaning set out in the DPA and GDPR ;

"Quarter"

means a rolling period of three calendar months commencing on the Commencement Date and continuing throughout the term of the Agreement and "Quarterly" shall be construed accordingly;

"Records"

means all data, files, documents, accounts, statistics, surveys, designs, drawings and specifications including any such information recorded electronically or stored in writing or upon magnetic tape or disc:

- (a) that the Trust holds in connection with the NHS Functions included in the Integrated Provider Schemes including all such items as aforesaid as are supplied to or by the Local Authority for the purposes of this Agreement;
- (b) that the Local Authority holds in connection with the Local Authority Social Care Functions included in the Integrated Provider Schemes including all such items as aforesaid as are supplied to or by the Trust for the purposes of this Agreement;

"Regulations"

means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI 2000/617 as amended from time to time;

"Relevant Employees"

means the employees or contractors of the Local Authority made available to the Trust to work on an Integrated Provider Scheme;

"Relevant Transfer"

means a transfer within the meaning of regulation 3 of the Transfer Regulations;

"Remedial Action Plan"

means the plan agreed by the Parties in accordance with Clause 17.5 setting out the steps to be taken by a Party to ensure that the Services are provided in accordance with the provisions of this Agreement;

"Section 75"

means Section 75 of the National Health Service Act 2006;

"Service Levels"

means the minimum level of performance required to be achieved in the delivery of the Services including, service volume, as set out in the relevant Service Specification;

"Service Specification"

in relation to the relevant Integrated Provider Scheme:

- (a) in the first Financial Year of the scheme, the specification in the relevant Annex for the Scheme;
- (b) in any subsequent Financial Year the specification agreed for the relevant Financial Year for the scheme in accordance with Clause 24.6;

"Services"

means the relevant Integrated Provider Scheme Services as applicable;

"Substance Misuse Service"

means the service described in more detail within ANNEX 1 to this Agreement;

"the Act"

means the National Health Service Act 2006;

"Term"

means the term of this Agreement calculated in accordance with Clause 5;

"Terminating Previous Agreements"

means those agreements detailed in Schedule 1 Part 1

"Terms of Reference"

means the Terms of Reference of the Joint Management Board set out at Schedule 3;

"Transferee Party"

has the meaning in Clause 32.1;

"Transferor Party"

has the meaning in Clause 32.1;

"Transfer Regulations"

means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"Transferring Employees"

means the Trust Employees or Local Authority Employees (as the context shall require) assigned to the undertaking or services which are the subject of a Relevant Transfer;

"Trust Employees"

means those employees of the Trust wholly or mainly engaged in the provision of the Services;

"Adult Mental Health Service"

means the scheme described in more detail in the specification set out at Annex 1 to this Agreement;

"Working Day"

means any day other than a Saturday or Sunday or public holiday in England and Wales;

- 4.2 A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument, Guidance or the like shall include a reference to any amendment or re-enactment.
- 4.3 Words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.
- 4.4 Words preceding "include", "includes", "including" and "included" are to be construed without limitation by the words which follow those words unless inconsistent with the context and the rule of interpretation known as ejusdem generis shall not apply.
- 4.5 Headings are for convenience only and are not to be taken into consideration interpreting this Agreement.
- 4.6 References to Schedules and Annexes are references to Schedules and Annexes of this Agreement and a reference to a paragraph is a reference to the paragraph in the Schedule containing such a reference.
- 4.7 The Schedules and Annexes shall be deemed to form and be read and construed as part of this Agreement.

SECTION 2: OUTLINE OF THE ARRANGEMENTS

5 TERM

5.1 This Agreement shall take effect on the Commencement Date.

5.2 This Agreement or schedules within it may be terminated by either Party on not less than 6 month's written notice to expire no earlier than 23:59 on 31 March 2020 or any subsequent anniversary of that date.

5.3 This Agreement may be terminated in accordance with the provisions of this Agreement.

6 BRIEF OVERVIEW OF THE ARRANGEMENTS

6.1 The Partnership Arrangements comprise;

- 6.1.1 an overarching governance structure and framework for the Integrated Provider Schemes and the provision of the Integrated Provider Services;
- 6.1.2 the establishment of the Initial Integrated Provider Scheme from the Commencement Date (which are continuations of existing historic arrangements);
- 6.1.3 the establishment of a framework in which new Integrated Provider Schemes can/may be introduced by the completion of further Annexes to this Agreement;

7 OVERARCHING AIMS AND OUTCOMES

7.1 The agreed aims and outcomes of the Partnership Arrangements are to deliver Integrated adult mental health service, learning disability service and older people mental health services to the residents of Tower Hamlets to ensure outcomes as set within the Learning Disability Strategy 2017-20 and Mental Health Strategy 2014-2020. The key outcomes for Learning Disability:

- 1. Happy and Healthy
- 2. Living Locally
- 3. Respected and Safe
- 4. Part of the Community
- 5. In Work or Volunteering
- 6. Have Choice and the Right Service

7.1.1 The key outcomes for Adult Mental Health:

- 1. Deliver good outcomes and improve value
- 2. Promote wellbeing
- 3. High quality treatment and support

8 INITIAL INTEGRATED PROVIDER SCHEMES

8.1 The Initial Integrated Provider Schemes are as follows;

- 8.1.1 Adult Mental Health Service
- 8.1.2 Housing Link
- 8.1.3 Learning Disability Service
- 8.1.4 Older People Mental Health Service

8.2 The Parties will notify the Department of Health of the Initial Integrated Provider Schemes immediately following the Commencement Date in accordance with the guidance issued by the Department of Health (insofar as this may not have been done already).

9 ADDING AND VARYING INTEGRATED PROVIDER SCHEMES

9.1 The Parties may by agreement add additional Integrated Provider Schemes to this Agreement by annexing additional Annexes to this Agreement signed by the Parties. The annexes will be in the form set out in Schedule 2 with such amendments as shall be agreed between the Parties.

9.2 The Parties may by agreement amend the details that apply to an Integrated Provider Scheme or terminate an Integrated Provider Scheme by substituting an amended Annex in the place of the existing one (signed by the parties) or deleting an Annex (as applicable) in accordance with the Regulations and all other legal requirements.

9.3 The Parties note that where a variation or change is proposed to an Integrated Provider Scheme (including a change to the Service Specification or the agreement of a Service Specification in accordance with Clause 24.6) this may require a variation or change under the Commissioning Contract in accordance with the terms of the Commissioning Contract. No variation shall be made to an Integrated Provider Scheme unless the Trust can obtain a variation or change under the Commissioning Contract which is acceptable to the Trust.

9.4 In the event that a Commissioner seeks a variation or change under a Commissioning Contract which will impact on an Integrated Provider Scheme the Parties shall meet to agree any changes which may be required to the Integrated Provider Scheme provided that if agreement cannot be reached then either Party may terminate this Agreement with effect from the date that the variation or change is to take effect.

9.5 No amendments will be made to the form of the Annex in Schedule 2 or the terms of this Agreement in relation to any Integrated Provider Scheme in so far as this would cause the Parties to be in breach of the Regulations or any other legal requirements.

9.6 The Parties will carry out all consultation required by the Regulations and law in relation to the addition or amendment of an Integrated Provider Scheme.

9.7 The Parties will immediately following the commencement or amendment or termination of an Integrated Provider Scheme notify the Department of Health as required by guidance issued by the Department of Health.

10 TERMINATION OF SERVICES IN COMMISSIONING CONTRACT

10.1 Should:

10.1.1 there be any proposals to withdraw a service included in an Integrated Provider Scheme from a Commissioning Contract; or

10.1.2 a Commissioning Contract is due to terminate (whether by expiry notice or otherwise) and it is not certain whether a new Commissioning Contract will be entered into in respect of a service in the terminating Commissioning Contract then the Parties shall meet to consider, discuss and agree any appropriate changes to this Agreement.

10.2 If the Parties are unable to agree the appropriate changes to this Agreement in accordance with Clause 10.1 by one month prior to the withdrawal of the relevant service from the relevant Commissioning Contract or the termination of the Commissioning Contract then either Party may terminate this agreement in relation to the relevant service in respect of which there will no longer be a Commissioning Contract with effect from the date that it is no longer included in a Commissioning Contract.

11 STATUS OF ANNEXES IN RELATION TO INTEGRATED PROVIDER SCHEMES

11.1 Where the provisions of an Annex conflict with the provisions of this Agreement the Annex shall take precedence subject to Clause 9.5

12 POWERS IN RELATION TO INTEGRATED PROVIDER SCHEMES

12.1 Insofar as any Integrated Provider Scheme requires the Trust to exercise any Local Authority Social Care Functions:

12.1.1 the Parties acknowledge that they are using the powers in Section 75;

12.1.2 the Local Authority confirms and acknowledges that the Trust may exercise the Local Authority Social Care Functions on behalf of the Local Authority (in addition to its own NHS Functions) for the purposes of the relevant Integrated Provider Scheme under this Agreement; and

12.1.3 the Local Authority delegates to the Trust the Local Authority Social Care Functions for the purposes stated in this Agreement.

12.2 Insofar as any Integrated Provider Scheme requires the Local Authority to exercise any NHS Functions:

12.2.1 the Parties acknowledge that they are using the powers in Section 75;

12.2.2 the Trust confirms and acknowledges that the Local Authority may exercise the NHS Functions on behalf of the Trust (in addition to its own Local Authority Social Care Functions) for the purposes of the relevant Integrated Provider Scheme under this Agreement; and

12.2.3 the Trust delegates to the Local Authority the NHS Functions for the purposes stated in this Agreement.

12.3 For the avoidance of doubt, the Local Authority shall **not** exercise any NHS Functions and the Trust shall **not** exercise any Local Authority Social Care Functions otherwise than in accordance with:

12.3.1 the provisions of this Agreement;

12.3.2 for the purposes of or incidental to or arising out of achieving the Overarching Aims and Outcomes; and

12.3.3 (in relation to any particular Integrated Provider Scheme) the relevant Integrated Provider Scheme Aims and Outcomes.

13 PREVIOUS AGREEMENTS

13.1 The Terminating Previous Agreements shall determine upon the coming into effect of this agreement.

13.2 Clause 13.1 is subject to the provisions of Schedule 1 Part 2 which shall apply in respect of the Terminating Previous Agreements.

13.3 Termination of the Terminating Previous Agreements shall be without prejudice to the parties rights in respect of any antecedent breaches of those agreements and any provisions of those agreements which are to survive termination under those agreements unless provided otherwise in Schedule 1, Part 2.

14 DELEGATION OF FUNCTIONS

14.1 Notwithstanding the arrangements set out in this Agreement it is hereby agreed and declared by the Parties that nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Local Authority or the Trust in the exercise of their Local Authority Social Care Functions and NHS Functions respectively and their rights, powers, duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectively exercised as if they were not parties to this Agreement.

14.2 This Agreement does not affect:

14.2.1 the **liability** of the Parties for the exercise of their **statutory** functions;

14.2.2 the powers or duties of the Local Authority to recover or set charges for the provision of any services in the exercise of any Local Authority Functions.

SECTION 3: GOVERNANCE ARRANGEMENTS

15 JOINT MANAGEMENT BOARD AND INTEGRATED PROVIDER SCHEME MANAGEMENT

- 15.1 The Parties shall establish a Joint Management Board, the Terms of Reference of which are set out at Schedule 3.
- 15.2 Membership of the Joint Management Board shall be in accordance with the Terms of Reference.
- 15.3 The Trust shall act as **lead day to day manager of each Integrated Provider Scheme** in accordance with the existing THCCG contractual agreement with commissioners and appropriate directions issued by the Joint Management Board, as far as such direction does not conflict with the terms of this Agreement regarding statutory duties of LBTH.
- 15.4 Accountability for the day-to-day provision of the Integrated Provider Scheme Services rests with the Trust.

16 PERFORMANCE MANAGEMENT

- 16.1 The Commissioning and Operational Directorate of London Borough of Tower Hamlets, Adult Social Care, will recommend to the Parties the performance management framework for this Agreement prior to the commencement of the financial year 2019/20 and of each subsequent financial year for the Integrated Provider Schemes. The framework approved by the Parties from time to time will be the "Performance Management Framework".
- 16.2 The intention is that as part of the Performance Management Framework the Parties will agree before the commencement of each Financial Year a spreadsheet containing the key performance indicators for this Agreement and the Integrated Provider Schemes for the forthcoming Financial Year (the "KPI spreadsheet"). This will include details of how performance against those key performance indicators will be measured, by whom and at what intervals.
- 16.3 In the event that an additional Integrated Provider Scheme is added during a Financial Year or an Integrated Provider Scheme is varied or terminated the Commissioning and Operational Directorate of London Borough of Tower Hamlets Adult Social Care will consider and make recommendations to the Parties on what changes need to be made to the KPI Spreadsheet.

17 PERFORMANCE MANAGEMENT OF THE INTEGRATED PROVIDER SCHEME

- 17.1 The Joint Management Board will monitor the performance of each Integrated Provider Scheme in accordance with the Performance Management Framework.
- 17.2 The Trust shall co-operate and provide such information, reports or data as required by the Joint Management Board to allow the Joint Management Board to monitor the provision of the Services.
- 17.3 Without prejudice to Clause 17.2 the Trust shall provide the Parties (acting through the Joint Management Board) with the results of any audit, evaluation, inspection, investigation or research in relation to the commissioning or provision of the Integrated Provider Scheme Services.

- 17.4 As a result of consideration of the information monitored in Clause 17.2 and 17.3 the Joint Management Board may issue a notice to the Trust describing a performance deficiency and requiring the rectification of the deficiency (a “Deficiency Notice”).
- 17.5 Where a Deficiency Notice is issued in accordance with Clause 17.4 above the Joint Management Board may require and the Trust shall agree a Remedial Action Plan to be implemented by the Trust, if the responsibility of the Trust, at the Trust’s expense. Such agreement not to be unreasonably withheld.

18 REVIEWS

- 18.1 Insofar as any Integrated Provider Scheme requires the Trust to exercise Local Authority Social Care Functions, or the Local Authority to exercise any NHS Functions the Party exercising such functions shall report quarterly and annually to the other Party (through the Joint Management Board) on the exercise of those functions.
- 18.2 The Joint Management Board shall carry out Annual Reviews of the Services within 10 weeks after the end of each Financial Year.
- 18.3 Following an Annual Review the Joint Management Board shall submit to the Parties an Annual Report which among other things shall consider:
- 18.3.1 the extent to which the Overarching Aims and Outcomes have been met;
 - 18.3.2 the extent to which the respective Integrated Provider Scheme Aims and Outcomes have been met;
 - 18.3.3 the standards of performance using the measurements under the Performance Management Framework;
 - 18.3.4 the compliance of both Parties with their statutory functions and in particular the use of Section 75 flexibilities;
 - 18.3.5 the extent to which the integration of the NHS Functions and the Local Authority Social Care Functions in relation to any Integrated Provider Schemes has contributed to an improvement in the way the Functions are exercised;
 - 18.3.6 delivery of the Integrated Provider Scheme Services and any proposed developments or changes to the Services provided or the method of providing such Services;
 - 18.3.7 any developments in relevant legislation and policy guidance that may impact on the Integrated Provider Scheme Services or the exercise of the Functions;
 - 18.3.8 the training and development initiatives undertaken in the previous Financial Year and the provision for future training and development; and
 - 18.3.9 whether any amendments should be made to the Integrated Provider Schemes (including the Service Specification) or any further Integrated Provider Schemes should be added.

- 18.4 When producing the Annual Report the Joint Management Board shall have regard to the results of any audit, evaluation, inspection, investigation or research in relation to the Services.
- 18.5 Reviews may be held more frequently on the agreement of both Parties, if it is deemed necessary for the continued effective working of the Agreement and the Services.

19 PROFESSIONAL GOVERNANCE

- 19.1 The Trust is subject to a duty of clinical governance that is a framework through which the Trust 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
- 19.2 The Trust in consultation with the Joint Management Board will be responsible for ensuring that suitable clinical governance arrangements are put in place for each of the Integrated Provider Schemes and the Parties will comply with these arrangements
- 19.3 The Local Authority is subject to statutory duties in relation to the provision of social work and social care services to Service Users and Carers within the London Borough of Tower Hamlets and the standards to which such services must be provided.
- 19.4 The Joint Management Board will be responsible for ensuring that suitable professional social work and social care governance arrangements are put in place for each of the Integrated Provider Schemes and the Parties will comply with these arrangements.

20 PROFESSIONAL ACCOUNTABILITY

- 20.1 The Joint Management Board will be responsible for ensuring that appropriate arrangements are in place for the professional accountability of all professional staff in relation to each Integrated Provider Scheme.
- 20.2 The Joint Management Board will provide guidance and directions to the Trust in relation to the arrangements set out in Clause 20.1

SECTION 4: ARRANGEMENTS ON INTEGRATED PROVIDER SCHEMES

21 INTEGRATED PROVIDER SCHEME ARRANGEMENTS

- 21.1 The Annex for each Integrated Provider Scheme will set out the initial Service Specification (including Service Levels) for the scheme including the methodology by which this may be changed.
- 21.2 Subject to Clause 21.3 in the event that a contract is to enter into with a third party in relation to the provision of Integrated Provider Scheme Services it shall be entered into by and in the name of the Party which has statutory responsibility for the relevant services.
- 21.3 In the event that a contract is to be entered into with a third party in relation to the provision of Integrated Provider Scheme Services and some of the relevant services are the statutory responsibility of one Party and others the statutory responsibility of the other Party the Parties shall agree which of the Parties shall enter into the contract and the terms of such contract (including as to assignment and termination).

22 THE INTEGRATED PROVIDER SCHEME SERVICES

- 22.1 In relation to each Integrated Provider Scheme the Trust undertakes at all times to use reasonable endeavours to ensure the provision of the relevant Integrated Provider Scheme Services to Service Users and Carers:
- 22.1.1 in accordance with the provisions of this Agreement, including in accordance with the Services Specification (including the Service Levels) in order to achieve the Integrated Provider Scheme Aims and Outcomes;
 - 22.1.2 in accordance with Good Industry Practice;
 - 22.1.3 in compliance with all applicable Laws, regulatory requirements, undertakings, codes of practice, policies and standards from time to time in force;
 - 22.1.4 within the financial resources provided to the Parties;
 - 22.1.5 in accordance with the Joint Management Board's reasonable instructions from time to time; and
 - 22.1.6 in accordance with the eligibility criteria established by the Local Authority.

23 EMERGENCY EVENT

23.1 On the occurrence of an Emergency Event in relation to an Integrated Provider Scheme:

23.1.1 The Trust shall use all reasonable endeavours including working with the London Borough of Tower Hamlets to ensure continuity of the relevant Integrated Provider Scheme Services by Providers and to mitigate the effect of the Emergency Event;

23.1.2 the Joint Management Board shall be convened on a date and at a place agreed by both Parties;

23.1.3 the Joint Management Board shall advise ways in which disruption of the affected Integrated Provider Scheme Services can be mitigated having regard to the resources available to the Parties;

23.1.4 the Parties shall use all reasonable endeavours to cooperate with each other to mitigate the effect of the Emergency Event on the provision of the relevant Integrated Provider Scheme Services;

23.1.5 where the Joint Management Board identifies a need for additional resources as a consequence of no failure, breach or default by either Party, the Parties will cause an overspend in the relevant Budget(s) the provisions dealing with overspend in Clause 25.9 to 25.14 shall apply as applicable.

SECTION 5: RESOURCES ON INTEGRATED PROVIDER SCHEMES

24 BUDGET CONTRIBUTIONS

- 24.1 An “**Aligned Budget**” means the budget for an Integrated Provider Scheme or in respect of elements of the Integrated Scheme comprising financial commitments from the Local Authority, and if agreement is reached, the Trust in accordance with Clause 24. It is agreed for the avoidance of doubt that such budget will not be a **pooled budget** for the purposes of the Regulations and the provisions of Clause 25.1 shall apply; the requirement to be able to examine both the Local Authority and Trust budget is to ensure both parties are sighted on the contributions of the other. The associated aspect is the requirement to manage and/or operational oversight of the local authority micro commissioning budget. To ensure the relevant Integrated Provider Scheme to be responsible for appropriate management/oversight of this budget across the integrated service given the Trust day to day management.
- 24.2 The Annex for each Integrated Provider Scheme shall state whether a single Aligned Budget or more than one Aligned Budget shall apply in relation to that scheme and shall include details of this. All budgets are in respect of revenue expenditure and shall not be spent on Capital Expenditure.
- 24.3 In relation to each Aligned Budget:
- 24.3.1 the budget to be allocated by the Trust for the management and the provision of the relevant Integrated Provider Scheme Services as relate to the Trust’s NHS Functions shall be called the “ **Aligned Trust Budget**”; and
 - 24.3.2 the budget to be allocated by the Local Authority for the management and the provision of the relevant Integrated Provider Scheme Services as relate to the Local Authority Social Care Functions shall be called the “**Aligned Local Authority Budget**”.
- 24.4 Details of the Local Authority Budget for each of the proposed Aligned Budgets for the Initial Integrated Provider Scheme(s) for the first Financial Year are to be set out in the relevant Annexes. If agreement is reached, the Aligned Trust Budget is set within the relevant Annexes.
- 24.5 In the event that an Integrated Provider Scheme (including Better Care Fund-BCF) is added to this Agreement. The Parties shall agree in writing if either/or the proposed Aligned Trust Budget and the Aligned Local Authority Budget benefits in that Scheme for the Financial Year in which the scheme is added and include these details in the Annex for that Scheme.
- 24.6 In relation to each Integrated Provider Scheme the Parties shall agree as early as soon as reasonably possible prior to the commencement of each Financial Year (after the initial Financial Year when the Integrated Provide Scheme was included in this Agreement):
- 24.6.1 subject to Clause 9.3 the specification of services for the relevant Scheme that Financial Year, which shall be the “Services Specification” for that Financial Year; and
 - 24.6.2 the financial contributions of the parties for that Scheme for that Financial Year and the Aligned Budget or Budgets for that Financial Year;

- 24.7 Notwithstanding any other provision of this Agreement, the Parties shall act in good faith and reasonably when seeking to agree the matters in Clause 24.6.
- 24.8 In the event that the matters in Clause 24.7 are not agreed by the commencement of that Financial Year either Party may by notice in writing to the other Party terminate this Agreement from the date of service of such notice or from such later date specified in the notice. For the avoidance of doubt the parties shall be able to determine this Agreement pursuant to this Clause 24.8 notwithstanding that one of the Parties may be in dispute on whether there has been a breach of Clause 24.7 or that the matter is subject to a the dispute resolution process.

Reducing Financial Budgets during a Financial Year

- 24.9 Each Party may during a Financial Year and on no less than two month's written notice (a "Reduction Notice") to the other Party withdraw up to 20% of its contributions to include staffing from an Aligned Budget for that Financial Year
- 24.10 In the event that a Reduction Notice is served the Parties shall meet to agree how the reduction in contribution/staffing shall be dealt with in order that there shall not be an overspend in the relevant Aligned Budget or a movement in demand (which may include making changes to the Services in the relevant Integrated Provider Scheme).
- 24.11 In reaching agreement pursuant to Clauses 24.10, the Parties shall act in good faith to each other.
- 24.12 In the event that agreement cannot be reached within one month of the giving of a Reduction Notice either Party may elect to terminate this Agreement or the specific integrated provider scheme which this relates to by giving written notice to the other to the other Party and if such notice to terminate is given this Agreement shall terminate upon the date of expiry of the notice given in the Reduction Notice.

Payment arrangements

- 24.13 The parties shall agree any payment arrangements relating to their financial contributions

25 PROPOSED ALLIGNED BUDGETS

Financial governance

- 25.1 The Parties acknowledge that Section 75 and the Regulations permit the Trust Budget and Local Authority Budget may form part of an Aligned Budget to be spent only in performance of the NHS Functions and Local Authority Social Care Functions respectively.
- 25.2 The Trust may not use monies from the Aligned Local Authority Budget to finance any services other than those Integrated Provider Scheme Services which are delivered to Service Users and Carers in exercise of the Local Authority Social Care Functions and the Trust shall not use monies from the Aligned Trust Budget which forms part of the Aligned Budget to finance any services other than those Services which are delivered to Service Users and Carers in exercise of the NHS Functions. NHS Joint Funded Cases and NHS Continuing Healthcare cases if meeting eligibility.

- 25.3 The Trust shall use all reasonable endeavours to ensure that the NHS Functions and Local Authority Social Care Functions are delivered in accordance with this Agreement and Department of Health NHS Continuing Healthcare Guidance (2012) within the parameters of the proposed Aligned Trust Budget and the Aligned Local Authority Budget in each Financial Year provided for the avoidance of doubt the Trust shall not be liable for breach of this clause to the extent that:
- 25.3.1 it is acting in accordance with the terms of this Agreement and policy;
 - 25.3.2 under the directions of the Joint Management Board or the Parties; or
 - 25.3.3 any such overspend shall be caused by circumstances beyond its reasonable control including increased demand for services

Budget underspend

- 25.4 The Trust shall notify the Parties of any projected underspend in relation to the amount of the Aligned Trust Budget forecast and the Local Authority shall notify the Parties of any projected underspend in relation to the amount of the Aligned Local Authority Budget forecast. Any projected underspend should be spent within a reasonable period of time following the notification of the projected underspend and relevant management permissions.
- 25.5 Unless the Parties shall agree otherwise, all underspends shall be retained in the relevant Aligned Budget until the end of the Financial Year for contingencies.
- 25.6 At the end of a Financial Year or upon termination of this Agreement any underspend remaining in the proposed Aligned Trust Budget shall belong to the Trust and any underspend in the Aligned Local Authority Budget shall belong to the Local Authority.

Budget overspend

- 25.7 As soon as reasonably possible after becoming aware of the projected overspend the Trust shall notify the Parties of any projected overspend in relation to the amount of the Trust Budget and the Local Authority shall notify the Parties of any projected overspend in relation to the amount of the Aligned Local Authority Budget.
- 25.8 Where the Trust's and/or the Local Authority's forecast made pursuant to Clause 25.7 predicts an overspend the Parties shall endeavour to agree the extent if any to which the overspend is due to a breach by the Trust of Clause 25.3 and the Trust undertakes to remedy the breach to the satisfaction of the Local Authority and where applicable will account for and be responsible to the Local Authority for the amount of any overspend attributable to the said breach and/or failure to remedy accordingly.
- 25.9 The Trust may agree in its absolute discretion to increase the amount of the proposed Aligned Trust Budget in order to cover any overspend.
- 25.10 The Local Authority may agree in its absolute discretion to increase the amount of the Aligned Local Authority Budget in order to cover any overspend.
- 25.11 In the event that agreement cannot be reached on management of an overspend such that there will be no overspend by the end of the Financial Year either party may terminate this Agreement or the specific Integrated Provider Scheme Service by giving one months' written notice to the other.

26 FINANCIAL ASSESSMENT CHARGING FOR LOCAL AUTHORITY

- 26.1 No charges shall be made to Service Users and Carers for Services provided pursuant to the NHS Functions.
- 26.2 The Local Authority shall determine whether Service Users and Carers can and should be charged for any Integrated Provider Scheme Services provided pursuant to the Local Authority Social Care Functions and the Local Authority shall be responsible for implementing any policy on such charges.
- 26.3 The Trust shall ensure that any information given to Service Users and Carers about potential charges and the assessment process shall make it explicit that Services provided pursuant to the exercise of the NHS Functions may not be charged for.

Payment and Accounting for receipts from charges

- 26.4 The Local Authority shall be solely responsible for the assessment and collection of all charges made to Service Users and Carers in respect of charges for Local Authority Social Care Functions
- 26.5 Arrangements shall be made for any monies obtained as a result of charging for Services to be paid direct to the Local Authority and any receipts for monies received shall be issued only by the Local Authority.
- 26.6 The Local Authority shall ensure in relation to any payment received by way of a charge for Services that it can identify the Services to which the charge relates, and that it can demonstrate how the charge was determined and that the amount received was the correct amount due.
- 26.7 The Local Authority shall provide financial details relating to charges including (without limitation) any charges assessed as due, the Services for which they were assessed as payable and the amount of any monies actually received:
 - 26.7.1 As part of any financial report under this Agreement; and
 - 26.7.2 Within 21 (twenty one) days of a request from the Joint Management Board.

27 PAYMENTS AND VALUE ADDED TAX ('VAT')

- 27.1 For the purposes of this Agreement it is deemed that this is a non-business activity and VAT is not chargeable to the Trust from the Local Authority.
- 27.2 The Parties will follow all current and subsequent legislation and guidance on payments and VAT including in the Department of Health's "Guidance on the Health Act Section 31 Partnership Agreements" issued in 2000 and associated guidance.

28 OTHER CONTRIBUTIONS

- 28.1 The Annex for each Integrated Provider Scheme shall specify the following resources which each Party will make available to the Integrated Provider Scheme and the basis on which it is doing so:
- 28.1.1 Premises
 - 28.1.2 Equipment
 - 28.1.3 Contracts
 - 28.1.4 Central support services
 - 28.1.5 Staff
- 28.2 In setting out the basis on which any resources are to be made available the Parties shall specify whether any costs in relation to such resources are to be charged to the Budget for the relevant Integrated Provider Scheme and if so how the allocation of costs is to be calculated. Where such costs related to Aligned Budgets the Parties shall ensure matters are dealt with in accordance with Clause 25.2
- 28.3 The Parties shall agree a sum prior to each Financial Year which is to be spent on management costs.
- 28.4 The Parties shall allocate the sum agreed pursuant to Clause 28.3 up to the agreed amount, from funds from the Budget of the relevant Integrated Provider Schemes.
- 28.5 The Parties agree and acknowledge that funds from the Local Authority can only be used for Local Authority Social Care Functions and funds from the Trust can only be used for NHS Functions.

29 GRANTS

- 29.1 Where either Party identifies an opportunity to apply for a grant which includes Better Care Funding (BCF), it shall inform the other Party and the Joint Management Board.
- 29.2 The Joint Management Board shall decide whether an application for the grant should be made having regard to:
- 29.2.1 the purposes of the Agreement;
 - 29.2.2 the purposes of the grant;
 - 29.2.3 any conditions attached to the grant including, in particular, restrictions on the use of the grant and conditions relating to repayment.
- 29.3 The Joint Management Board shall also decide:
- 29.3.1 whether, if received, the grant will be treated as additional funds for the relevant Budget and/or as replacing part of the contribution of one or both of the Parties for the Financial Year(s) in which any payment under the grant is received;

- 29.3.2 if the grant is to replace part of the contribution of both Parties the Proportion of the grant that shall be allocated to one partner and its performance noted within the performance framework of that partner.
 - 29.3.3 how any repayment of the grant would be made if required and/or removal of the grant managed.
- 29.4 The Parties shall agree who shall make any application for a grant in relation to an Integrated Provider Scheme.
- 29.5 If:
- 29.5.1 the grant is to replace part of the financial contribution of the Party which is not the recipient of any grant monies (**the “Non Recipient”**); and
 - 29.5.2 the Non Recipient has paid the relevant part of the financial contribution to the recipient of the grant monies,
- then the Recipient shall arrange for reimbursement of the appropriate amount to the Non Recipient within 28 (twenty eight) days of the receipt of the grant monies.
- 29.6 Each Party shall act in good faith in the making of any application and shall co-operate with the other in the provision of information and data required to make the grant and shall use all reasonable endeavours to secure the grant.
- 29.7 The applicant’s chief financial officer and the Joint Management Board shall be kept informed of the progress of any application as required by them.
- 29.8 The award or payment of any grant monies shall not affect the amount or payment of any financial contribution of the Parties other than in accordance with this Clause 29.

SECTION 6: FURTHER PROVISION ON STAFF IN RELATION TO SCHEMES

30 STAFFING

- 30.1 The Parties intend that in relation to an Integrated Provider Scheme the provisions of the Transfer Regulations will **not** apply and the Relevant Employees shall remain employed by the Trust and the Local Authority respectively and shall retain their existing terms and conditions of employment except insofar as may be necessary to give effect to the Integrated Provider Scheme.
- 30.2 The Local Authority will make available its Relevant Employees to the Trust to work on the relevant Integrated Provider Scheme and will take all necessary steps to ensure efficacy of this arrangement and will indemnify the Trust in full in respect of any claims made by any Relevant Employee arising out of this arrangement.
- 30.3 In the event that any amendment is made to any Integrated Provider Scheme or an additional Integrated Provider Scheme is added the Parties will review the amended arrangements or additional Integrated Provider Scheme with particular regard to deciding whether that amendment gives rise to a Relevant Transfer under the Transfer Regulations.

31 GENERAL PROVISIONS ON STAFFING

- 31.1 The Parties have agreed the terms of the Joint Protocol set out in Schedule 4 of this Agreement for the day to day management of employees working on an Integrated Provider Scheme and the Parties shall cooperate to ensure efficient service delivery.
- 31.2 For the avoidance of doubt, where an employee employed by the Trust (the manager) is designated as the manager of an employee employed by the Local Authority (the managed person), under an Integrated Provider Scheme Management arrangement the manager is authorised to give instructions to the managed person and to take all appropriate management action in respect of the managed person subject to the terms of the relevant personnel procedure as may be provided for in the joint protocols or otherwise and the Local Authority shall take all such steps as are necessary to enable this authority to be effective in practice as confirmed in the terms of the Joint Protocol set out in Schedule 4.

32 PROPOSED TRANSFERS

- 32.1 If, notwithstanding Clause 30.1 above or following review of an amendment to an Integrated Provider Scheme or the addition of an additional Integrated Provider Scheme under Clause 9.1 above. Transfer shall occur the Party from whose employment the Transferring Employees shall transfer ("**the Transferor Party**") shall indemnify the Party to whom the Transferring Employees shall transfer ("**the Transferee Party**") in respect of all liabilities as shall be referable to any of its acts or omissions occurring prior to the date of the relevant transfer and the Transferee Party shall give a similar indemnity to the Transferor Party in respect of any of its acts or omissions on or after the date of transfer and shall also indemnify the Transferor Party for any liabilities arising out of any representations made in respect of the relevant employee's employment as may amount to an anticipatory breach of contract. For the avoidance of doubt the indemnities in this clause shall extend also to liabilities for any breach by either Party of its obligations to inform and consult under the Transfer Regulations.
- 32.2 The Transferor Party shall comply with its obligations to provide employee liability

information as provided for by regulation 11 of the Transferor Regulations as soon as reasonably practicable and in any event in compliance with time period referred to in that regulation.

- 32.3 In the case of a Relevant Transfer the Parties will observe the provisions of the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector (“**COSOP**”) in particular in relation to the pension arrangements available to Transferring Employees.
- 32.4 In the event that an Integrated Provider Scheme (or an amendment thereto) which has caused a Relevant Transfer is terminated (in whole or in part) the Parties will cooperate to ensure that the provisions of COSOP are observed. In the event that as a result (or by virtue of the operation of the Transfer Regulations) the employees that have been working on the Integrated Provider Scheme revert to the employment of the Trust or the Local Authority (whichever shall originally have been the Transferor Party) the Party which shall have been the employer of those employees under the Integrated Provider Scheme shall indemnify the other in respect of all liabilities as shall be referable to any of its acts or omissions occurring prior to the date of termination of the Integrated Provider Scheme and shall observe the obligations set out in Clause 32.2. Each Party shall discharge its obligations under regulations 13 and 14 of the Transfer Regulations to inform and consult with the employees concerned and shall indemnify the other for breach of such obligations.

SECTION 7: OTHER PROVISIONS ON INTEGRATED PROVIDER SCHEMES

33 AUDIT

- 33.1 The Trust shall maintain accurate accounts and records in relation to each Budget (collectively referred to as the “**Financial Record**”) including separately identifying all costs which are expended from the Budget for the purposes of carrying out the NHS Functions and the Local Authority Health Related Functions.
- 33.2 The Partners will supply all information reasonably required by:
- 33.2.1 persons exercising a statutory function in relation to either Party including the external auditor of either Party, the Department of Health, Health & Wellbeing Board, Healthwatch, the Care Quality Commission, the Local Authority’s Monitoring Officer (appointed under section 5 of the Local Government and Housing Act 1989) and the Local Authority’s Section 151 Officer (as defined by the Local Government Act 1972);
 - 33.2.2 other persons or bodies with an authorised monitoring or scrutiny function, including a Local Authority Scrutiny Committee, having regard to the Party’s obligations of confidentiality, and such information sharing protocols as shall be agreed between the Parties from time to time.
- 33.3 The Parties may agree protocols in relation to the management of and provision of information relating to the finances of the Partnership Arrangements from time to time
- 33.4 This Clause 33 will survive the expiry or termination of this Agreement (howsoever caused).

34 COMPLAINTS

- 34.1 The Parties agree to co-operate with each other in the resolution of Service User and Carer complaints arising from the provision of the Integrated Provider Scheme Services and may develop joint protocols for the resolution of such complaints from time to time, in accordance with the Law.
- 34.2 The Local Authority shall seek to transfer the responsibility for and control of the Complaints response in relation to the Mental Health Service, Learning Disabilities Service and Mental Health Act issues of the Integrated Provider Schemes to the Trust. The Local Authority will notify the Trust of any complaint received in relation to the Integrated Provider Scheme within 7 (seven) days to enable co-operation in accordance with Clause 34.1 and a timely response.

35 NON-DISCRIMINATION

- 35.1 Neither Party shall unlawfully discriminate within the meaning of the Equality Act 2010 and any other applicable anti-discrimination statutes or any statutory modification or re-enactment thereof relating to discrimination.
- 35.2 Each Party shall be required to operate an equal opportunities policy for as long as this Agreement is in force and provide the other Party with a copy of any such policy at the other Party’s request.

- 35.2 Each Party shall ensure that its policies comply with all statutory obligations as regards discrimination on the grounds of colour, race, nationality cultural and ethnic origin marital status, gender, age, disability, religion or sexual orientation in relation to:
- 35.3.1 decisions made in the recruitment training or promotion of staff employed or to be employed in the provision of the Service; and
 - 35.3.2 the provision of the Services under this Agreement.
- 35.4 In performing their obligations under this Agreement each Party must observe as far as possible the Equality and Human Rights Commission's code of practice for employment ("the Code"), any updates to the said Code or any code which may replace it.
- 35.5 In performing their obligations under this Agreement each Party must give appropriate consideration to each Service User's race, nationality, cultural or ethnic background, marital status, age, gender, religion, sexual orientation or any disability.

36 RECORDS

- 36.1 The Local Authority shall transfer the responsibility for and control of the relevant Records (Frameworkki) held by it in relation to an Integrated Provider Scheme to the Trust, prior to the commencement of the relevant Integrated Provider Scheme, provided that such Records remain the property of the Local Authority at all times.
- 36.2 The Parties shall make available to all Providers such Records as may be required for the delivery of the Services in accordance with this Agreement.

37 INFORMATION

- 37.1 Each Party shall promptly provide the other Party and the Joint Management Board with such information as the other Party or the Joint Management Board may reasonably request from time to time in writing relating to an Integrated Provider Scheme.

38 TERMINATION

- 38.1 The Parties agree that: a Party may only exercise the rights of termination under Clause 38.2 if
- 38.1.1 it has attempted to resolve in good faith any dispute between them in relation to the relevant matters in Clauses 38.2.1 to 38.2.4 under the procedure in Clauses 57.3 and (where necessary) 57.4; and
 - 38.1.2 in the reasonable opinion of the Party exercising the right to terminate the dispute has been resolved.
- 38.2 Without prejudice to any other right or remedy it may possess either Party shall be entitled upon the happening of any of the following events to terminate the agreement upon giving a reasonable period of notice to the other party (such notice being not less than one month):
- 38.2.1 If the other Party commits a material breach of this Agreement and the other Party has refused to or has otherwise failed to initiate appropriate steps or actions to remedy the material within a period of

one month from the date of notification being received from the first Party; or

- 38.2.2 Where a Remedial Action Plan has been agreed in accordance with Clause 17.5 and fails to take appropriate actions in order to comply with the terms of such Remedial Action Plan within a period of one month from the Remedial Action Plan being agreed; or
- 38.2.3 if the other Party, having in the first Party's reasonable opinion so failed to provide the Integrated Provider Scheme Services adequately in so far as the obligations relate to that Party or otherwise fulfil its obligations under this Agreement as to place the health and welfare of any Service User and/or any employee of the first Party in jeopardy.
- 38.2.4 If there is a change in Law, the effect of which means that either Party cannot discharge its obligations under this Agreement without being in breach of the Law;

39 EFFECTS OF TERMINATION

- 39.1 With effect from the service of any notice of termination of this Agreement the Parties shall work together and co-operate to ensure that the winding down of the Integrated Provider Scheme Services and activities to the separate responsibilities of the Trust and the Local Authority is carried out smoothly and with as little disruption as possible to People Who Use The Services, Staff, the Parties and any third parties involved in the arrangements. The Parties shall endeavour to minimise any disruption of the Integrated Provider Scheme Services and any risk to the health and safety of service users and carers and shall not take any action to prejudice or hinder the same.
- 39.2 For the avoidance of doubt:
 - 39.2.1 where notice does not take immediate effect then the provisions of Clause 39.1 shall apply during the period of notice
 - 39.2.2 The provisions of Clause 39.1 shall apply in all cases after termination of this Agreement
- 39.3 Termination shall be without prejudice to the Parties rights in respect of any antecedent breach of the provisions of this Agreement
- 39.4 The following clauses of this Agreement shall survive termination howsoever caused:
 - Clause 4 (Interpretation)
 - Clause 9.7 (Adding & Varying Integrated Provider Schemes)
 - Clause 3.2 (Previous Agreements)
 - Clause 25.8 (Aligned Budgets)
 - Clause 32 (Relevant Transfers)
 - Clause 33 (Audit)
 - Clause 34 (Complaints)
 - Clause 36 (Records)
 - Clause 37 (Information)
 - Clause 39 (Effects of Termination)
 - Clause 40 (Indemnity and Insurance)
 - Clause 41 (Confidentiality)
 - Clause 42 (Freedom of Information)

Clause 43 (Data Protection)
Clause 45 (Payment of Legal Costs)
Clause 0 (Intellectual Property Rights)
Clause 47 (Prevention of Corruption)
Clause 48 (Severance)
Clause 52 (Third Party Rights)
Clause 54 (Waiver)
Clause 55 (Notices)
Clause 56 (Dispute Resolution)
Clause 58 (Entire Agreement)
Clause 59 (Governing Law)

40 INDEMNITY AND INSURANCE

40.1 In this Clause 40 **“liabilities”** shall be deemed to include all costs claims liabilities expenses and demands made against or suffered or incurred by the relevant Party including (but not limited to) the following matters:

40.1.1 public liability;

40.1.2 employer’s liability;

40.1.3 professional indemnity (including but not limited to officers liability and clinical negligence);

40.1.4 employment claims including (but not limited to) claims for:

a) damages, costs and expenditure including (but not limited to) claims for wrongful and unfair dismissal and under Transfer of Undertakings (Protection of Employment) Regulations 1981;

b) damages, costs and expenditure in relation to sex, race or disability discrimination and equal pay claims;

c) other claims for breach of employment contract.

40.1.5 Ombudsman awards;

40.1.6 claims for breach of the Human Rights Act 1998 and claims in public law;

and “liability” shall be construed accordingly.

40.2 **“Uninsured Liabilities Payment”** means any payment in respect of any liabilities of a Party arising (directly or indirectly) from any of the Functions during the period in which the relevant Functions shall be included in the Partnership Arrangements or the arrangements under the Previous Agreements to the extent that such payment shall not be recoverable from any insurance monies (or equivalent under NHS schemes) received or receivable by the relevant Party. This shall include such payment arising as a result of any liability to make any payment under the indemnities in Clauses 40.3 and 40.4. It shall also include any payment to the extent which it is not recoverable under any insurance arrangements (or equivalent) due to the excess provisions in such arrangements.

Indemnities

- 40.3 Each Party ("**the first Party**") will indemnify and keep indemnified the other Party against all liabilities arising directly or indirectly from any events acts or omissions in respect of their respective functions (NHS Functions or Local Authority Social Care Functions as the case may be) which shall occur during the period prior to the date when the relevant functions shall have been included in the arrangements under the Terminating Previous Agreements or if not included in those arrangements then the date when they shall be included in the Integrated Provider Schemes
- 40.4 Each Party ("**the first Party**") will indemnify and keep indemnified the other Party against all liabilities arising directly or indirectly from any events acts or omissions of the first Party or its employees or contractors in respect of the functions (NHS Functions or Local Authority Social Care Functions as the case may be) which shall occur during the period in which the relevant functions shall have been included in the arrangements under the Terminating Previous Agreements and/or in the Integrated Provider Schemes save to the extent that such liability shall arise out of any act or omission of the other Party or its employees and contractors.

Insurance arrangements

- 40.5 The Parties shall, so far as is possible at reasonable cost and allowable by law or guidance, agree and effect appropriate insurance arrangements in respect of all potential liabilities arising from the Integrated Provider Schemes. In the case of the Trust it may effect alternative arrangements in respect of NHS schemes through the National Health Service Litigation Authority in lieu of commercial insurance.
- 40.6 The obligations in this clause shall include insurance (or equivalent) arrangements after the date of determination of this Agreement in respect of any events acts or omissions prior to such determination (including under the Terminating Previous Agreements)
- 40.7 The Parties' insurers (or equivalent alternative providers to cover NHS schemes) may agree from time to time, common policies and protocols for the handling of claims covered by the Parties' insurance arrangements (or equivalent) for the functions (NHS Functions or Local Authority Social Care Functions as the case may be). Such policies and protocols as are agreed may be applied to the Integrated Provider Schemes.
- 40.8 Each Party agrees to discuss with their insurers (or equivalent providers) and request their agreement not to enforce any subrogation rights against the other Party arising out of any liability under the Integrated Provider Schemes to the extent that the sum claimed is not recoverable under the other Party's insurance (or equivalent) arrangements.

Uninsured Liability Payments

- 40.9 Where a Party makes an Uninsured Liability Payment it may elect that the same be paid from the following:
- 40.9.1 any Aligned Budget contributed by that Party;
 - 40.9.2 other financial resources available to that Party.
- 40.10 Where the source of the Uninsured Liability Payment is an Aligned Budget and the payment shall result in an overspend in the relevant Aligned Budget the provisions of Clauses 25.9 to 25.14 shall apply.

Alternative Arrangements

40.11 The Parties may agree alternative insurance and indemnity arrangements to the foregoing from time to time.

40.12 This Clause 40 shall survive in all respects the expiry of this Agreement or its termination for any reason.

41 CONFIDENTIALITY

41.1 Both Parties and their employees and agents will at all times keep confidential and secret and will not disclose to any person other than a person so authorised by the other party any Confidential Information provided that:

41.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Agreement;

41.1.2 the provisions of this Clause 41 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; or
- c) is authorised for release by the prior written consent of the Discloser of such Confidential Information to the Recipient; or
- d) is required to be disclosed to the professional advisors, including auditors, lawyers, independent consultants, advisors, insurers and bankers of each Party provided that the Receiving Party ensures that the person receiving the Confidential Information is made aware and agrees to be bound by the terms of this Clause 41.
- e) in circumstances other than those in paragraph (d) the disclosure of which is required to ensure the compliance of the Local Authority or Trust with this Agreement; or

41.2 Nothing in this Clause 41 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise required by any Law.

41.3 Without prejudice to the generality of Clauses 41.1.2 and Clause 42.1 the provisions of this Clause 41 are subject to the respective obligations and commitments of the Parties under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004.

42 FREEDOM OF INFORMATION

- 42.1 The Parties shall comply with the FOIA, the Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time to the extent that they apply to the Parties under this Agreement.
- 42.2 The Parties agree that:
- 42.2.1 the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the recipient of the relevant request under the FOIA; and
- 42.2.2 where a Party is managing a request as referred to in Clause 42.1.1 the other Party shall cooperate with that Party and shall respond within five 5 (five) working days of any request by that Party for assistance in determining how to respond to a request for disclosure.

43 DATA PROTECTION

- 43.1 The Parties acknowledge their respective duties under the DPA and soon to be implemented General Data Protection Regulation (GDPR) and shall comply with the same and give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 43.2 Each Party (the "**Indemnifying Party**") hereby Indemnifies the other Party (the "**Indemnified Party**") in respect of Loss incurred by the Indemnified Party in connection with the unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Indemnifying Party or any Third Party Provider with which the Indemnifying Party contracts, or their respective employees or agents in the performance of the Agreement or any other failure on their part or of any of their respective employees, officers or agents to comply with the provisions of the DPA and GDPR.
- 43.3 This Clause 43 shall survive the termination or expiry of the Agreement howsoever caused and shall continue thereafter in full force and effect.

44 REPRESENTATIONS AND WARRANTIES

- 44.1 The Local Authority represents:
- 44.1.1 It has full power to enter into and perform its obligations under this Agreement and has taken all the necessary actions to authorise the execution and delivery and performance of the Agreement; and
- 44.1.2 it is not aware of any act, matter or thing which will or is likely to affect adversely its ability to comply with its obligations under this Agreement; and
- 44.1.3 all information supplied to the Trust by it, its servants or agents prior to the date of this Agreement was true and accurate in all material respects.
- 44.2 The Trust warrants and represents that:

- 44.2.1 It has the power to enter into and perform its obligations under this Agreement and has taken all the necessary actions to authorise the execution and delivery and performance of the Agreement; and
 - 44.2.2 it is not aware of any act, matter or thing which will or is likely to affect adversely its ability to comply with its obligations under this Agreement; and
 - 44.2.3 all information supplied to the Local Authority by it, its servants or agents prior to the date of this Agreement was true and accurate in all material respects.
- 44.3 The Parties confirm that the warranties and representation are repeated on each occasion that an Annex is added to this Agreement in relation to an Integrated Provider Scheme.

45 LEGAL ADVICE

- 45.1 The Parties agree that **each** shall bear their respective legal costs incurred in connection with entry into this Agreement.
- 45.2 The Parties acknowledge that it may be necessary for the Employees to access legal advice in connection with the Services. Unless otherwise agreed between the Parties (including circumstances where a Trust Employee is performing Local Authority Social Care Functions and/or a Local Authority Employee is performing NHS Functions) the Parties agree the following arrangements for access to legal advice:
 - 45.2.1 where the Employee is seeking the advice in relation to Local Authority Social Care Functions including attendance at Coroners Court. The Employee shall obtain advice from the Local Authority legal advisers and the Local Authority shall provide such advice at no charge to the Aligned Local Authority Budget or the Trust
 - 45.2.2 In all other instances the Employee shall seek advice through the Trust's arrangements for legal advice
- 45.3 The Parties shall cooperate with each other in relation to any claims which are bought by a third party against either or both of them in relation to any of the Functions included in an Integrated Provider Scheme

46 INTELLECTUAL PROPERTY RIGHTS

- 46.1 Ownership of all Background IPR shall remain with the respective owner but each Party hereby grants the other Party a perpetual, irrevocable, royalty free licence to use such of its Background IPR as necessary to enable it to fulfil its functions under this Agreement only.
- 46.2 Foreground IPR shall belong absolutely to the Party that creates it from the moment it is created, but that Party hereby grants to the other Party a perpetual, irrevocable, sub-licensable licence to use the Foreground IPR for the purposes of this Agreement only.

47 PREVENTION OF CORRUPTION

- 47.1 If either Party or any of its employees or officers or anyone acting on their behalf (with or without the Party's knowledge):
- 47.1.1 makes a gift or some other consideration to any person with the intent of obtaining some benefit in relation to the Agreement; and/or
 - 47.1.2 puts pressure on any person with the intent of obtaining some benefit in relation to the Agreement; and/or
 - 47.1.3 commits any offence under the Prevention of Corruption Acts 1889 to 1916; and/or
 - 47.1.4 commits any other similar offence under any subsequent legislation; then the other Party shall have the right to immediately terminate the Agreement on giving notice except where in the reasonable opinion of the enforcing Party:
 - 47.1.5 the action or offence described in Clauses 47.1 is an isolated and infrequent incident; and
 - 47.1.6 the other Party has taken reasonable steps to avoid the commission by any of its officers, employees or anyone acting on its behalf of any such action or offence and the other Party has taken reasonable steps (including where appropriate the dismissal of any employee or officer) to prevent the future commission by any of its employees or officers or anyone acting on its behalf of any such action or offence; and
 - 47.1.7 such action or offence has not been authorised, endorsed or condoned by the enforcing Party.

48 SEVERANCE

- 48.1 If at any time any provision of this Agreement or part of any provision is found by any court or other authority of competent jurisdiction to be or becomes illegal, invalid or unenforceable for any reason, such provision or part provision, to be extend required, shall be deemed to be deleted from this Agreement and shall not affect the legality, validity or enforceability of the remaining provisions in the Agreement.
- 48.2 If in the reasonable opinion of either Party the effect of such a deletion is to undermine the purpose of this Agreement or materially prejudice the position of either Party the Parties shall negotiate in good faith in order to agree suitable alternative provisions to the deleted provisions or a suitable amendment to this Agreement.
- 48.3 In the event the Parties are unable to agree as to the suitable alternative provisions or amendment then the parties shall refer the matter to the dispute resolution process in Clause 57.

49 CHANGE IN LAW

49.1 Without prejudice to either Party's right to terminate this Agreement in accordance with Clause 38.2.4 the Parties shall review the operation of the arrangements and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the arrangements so as to ensure that the arrangements comply with such legislation or guidance.

50 RELATIONSHIP BETWEEN THE PARTIES

50.1 This Agreement is not intended to and shall not be deemed to create a partnership within the meaning of the Partnership Act 1890, nor constitute either party the agent of the other Party.

51 ASSIGNMENT AND SUB CONTRACTING

51.1 Neither Party shall

51.1.1 assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under this Agreement, except to any statutory successor in title to the appropriate statutory functions.

51.1.2 subcontract any of its rights or obligations

in each case without the other Party's prior written consent.

52 THIRD PARTY RIGHTS

52.1 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by a person who is not a party to this Agreement.

53 VARIATION

53.1 No variation or amendment to this Agreement shall have effect unless it has the prior written agreement of both Parties.

54 WAIVER

54.1 The failure or delay by either Party to enforce any one or more of the provisions of this Agreement shall not operate as a waiver of them or of the right at any time subsequently to enforce all provisions of this Agreement.

54.2 Any waiver of any breach of this Agreement shall only be effective if in writing

54.3 Any waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

55 NOTICES

55.1 No notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party sending the communication.

55.2 Any notice or other communication which is to be given by either Party to the other shall be:

55.2.1.1 delivered by hand

55.2.1.2 sent by post, registered post or by the recorded delivery service;

55.2.1.3 sent by facsimile transmission; or

55.2.1.4 electronic mail.

55.3 The address for the Local Authority shall be:

Denise Radley, Corporate Director Health, Adults, Community
London Borough of Tower Hamlets
Mulberry House, Town Hall, London E14 2BG

55.4 The address for the Trust shall be:

Director of
East London (NHS) Foundation Trust
9 Alie Street
London
E1 8DE

55.5 Either Party may change its address for service by serving a notice on the other Party in accordance with this Clause.

55.6 A notice or communication shall be deemed to have been given:

55.6.1 in the case of delivery by hand on delivery;

55.6.2 in the case of posting a letter 2 (two) Working Days after the day on which the letter was posted; and

55.6.3 in the case of electronic mail or facsimile transmission 4 (four) hours after sending provided the relevant notice or communication is not returned as undelivered;

or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

56 FURTHER ASSURANCES

56.1 The Parties shall carry out, agree and execute all further documents, deeds, agreements and consents as may be necessary to carry out the provisions of this Agreement and bring this Agreement into full force and effect.

57 DISPUTE RESOLUTION PROCEDURE

57.1 Any dispute relating to the Agreement shall be dealt with in accordance with this Clause 57.

57.2 In the event of any dispute arising under this Agreement, including a dispute as to the validity of this Agreement, the Parties shall continue their performance of this Agreement (unless the Parties agree in writing not to do so).

- 57.3 Any dispute shall be referred in the first instance to the Joint Management Board which shall endeavour to resolve the dispute within 28 (twenty eight) days. If no resolution is possible within 28 (twenty eight) days, the dispute shall be referred to the Chief Executive Officer of the Trust and the Corporate Director of the Local Authority.
- 57.4 If, following referral of the dispute in accordance with Clause 57.3 the dispute still has not been resolved after 14 (fourteen) days of being referred to the Chief Executive Officer of the Trust and the Strategic Director of the Local Authority, disputes shall be dealt with in accordance with Clauses 57.5 and 57.6
- 57.5 Either Party may serve notice in writing (the "**Mediation Notice**") to the other requiring mediation of the dispute. The Parties shall within 5 days of service of the Mediation Notice seek to agree the mediator to be used for the mediation. In the event the Parties cannot agree a mediator in accordance with this Clause 57.5, either Party may write to the Centre for Dispute Resolution ("**CEDR**") requesting that it nominate a mediator. The Parties hereby agree to use whichever mediator CEDR nominate, save where such mediator is unavailable to commence the mediation in accordance with Clause 57.6, in which case either Party may write to the CEDR requesting that it nominate an alternative mediator
- 57.6 The mediation shall commence within 28 days of the Mediation Notice being served. The Parties shall co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and shall pay his costs as he shall determine or, in the absence of such determination, such costs shall be shared equally.
- 57.7 If, following referral of the dispute in accordance with Clause 57.5, the dispute still has not been within twenty eight (28) days of being referred disputes shall be dealt with in accordance with Clauses 57.8 to 57.13
- 57.8 All disputes, to the extent not finally resolved pursuant to Clauses 57.1 to 57.6 shall be referred to arbitration pursuant to the following:
- 57.8.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- 57.8.2 the party initiating the arbitration shall give a notice of arbitration to the other party (the "**Arbitration Notice**") stating:
- 57.8.2.1 that the dispute is referred to arbitration; and
- 57.8.2.2 details of the issues to be resolved.
- 57.9 It is agreed between the parties that the arbitral tribunal shall comprise three arbitrators one of whom shall be the chairman of the tribunal. The party initiating the arbitration shall in the Arbitration Notice nominate an arbitrator and call on the other party to nominate the second arbitrator within ten (10) days of the Arbitration Notice. The chairman of the tribunal shall be appointed by agreement between the two arbitrators appointed in accordance with this paragraph.
- 57.10 Should a vacancy arise because any arbitrator dies, resigns, refuses to act or becomes incapable of performing his functions, the vacancy shall be filled by the method by which the arbitrator was originally appointed.
- 57.11 If the parties fail to agree the appointment of the arbitrators within ten (10) days of the Arbitration Notice being issued by the party under paragraph 57.9.2, the

arbitrators shall be appointed by the President or Deputy President of the Chartered Institute of Arbitration.

57.12 The arbitration is to be held in London, in the English language and England shall be the seat of arbitration.

57.13 The award of the arbitral tribunal shall be final.

57.14 Nothing in this Clause 57 shall limit the right of either Party to seek interim relief in the courts (whether on a without party notice or otherwise) where damages would not be an adequate remedy.

58 ENTIRE AGREEMENT

58.1 Save to the extent expressly provided for in this Agreement, this Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

58.2 Each Party confirms that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statements, warranties, representations, warranties or understandings (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than is expressly set out in this Agreement as a warranty. However nothing in this Agreement purports to exclude liability on the part of either party for fraudulent misrepresentation.

59 GOVERNING LAW

59.1 This Agreement and any dispute or claim arising out of or relating to or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

59.2 Subject to the provisions of Clause 57 (Dispute Resolution) of this Agreement, all disputes and claims arising out of or relating to or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which both parties irrevocably submit.

60 COUNTERPARTS

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

IN WITNESS whereof the Parties have executed this Agreement on the day and year first before written:

EXECUTED AS A DEED by affixing the seal of **EAST LONDON (NHS) FOUNDATION TRUST**

in the presence of:

.....	Signature of authorised signatory
.....	Name
.....	Position
.....	Signature of authorised signatory
.....	Name
.....	Position

EXECUTED AS A DEED by affixing the **COMMON SEAL** of **LONDON BOROUGH OF TOWER HAMLETS COUNCIL** in the presence of:

.....	Signature of authorised signatory
.....	Name
.....	Position

SCHEDULE 1- PREVIOUS AGREEMENTS

Part 1

Details of the Terminating Previous Agreements

	Date of Agreement	Parties	Name of Agreement	Comments
1	2013-2017	Barts NHS Foundation Trust & LBTH	Memorandum of understanding	Subsumed within main Section 75 overarching agreement
2	2008-2015	LBTH & ELFT	Secondment Agreement	Subsumed within main Section S75 Overarching agreement

Part 2

Special provisions relating to termination of the agreements

Clauses 6.7, 6.8, 7, 9.3, 11 to 15, 18 and 19 of the Terminating Previous Agreement listed at Row 2 of Part 1 of Schedule 1 above shall survive the termination pursuant to Clause 13.1 to the extent they apply exclusively to the Terminating Previous Agreement.

SCHEDULE 2- PROFORMA FOR INTEGRATED PROVIDER SCHEME

DETAILS OVERVIEW OF INTEGRATED PROVIDER SCHEME¹

OTHER PROVISIONS (INCLUDING ANY VARIATIONS TO THE PROVISION OF THE AGREEMENT)

OVERVIEW OF INTEGRATED PROVIDER SCHEME

Insert details.

AIMS AND OUTCOMES

Insert details

FUNCTIONS INCLUDED

Consider whether there are any exclusions from the standard functions included (see definition of NHS Functions and Local Authority Social Care Functions)

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

SERVICE SPECIFICATION (INCLUDING THE SERVICE LEVELS) FOR (2019/20] FINANCIAL YEAR

This should include any eligibility criteria.

GOVERNANCE ARRANGEMENTS

As in the Overarching Agreement with the following changes:

The following limitations shall apply to the delegation of day to day management to the Trust:

¹ Drafting note: the following sentence should be included in this section to satisfy regulation 4 of the Regulations. 'The Parties consider this scheme will improve the way in which NHS Functions and Local

Authority Social Care Functions are exercised¹.

FINANCIAL RESOURCES

Financial Year 2019/2020

	Trust contribution	Local Authority Contribution
Aligned budget A		
Aligned budget B		
Aligned budget C		

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

The above sums are annual amounts. Where an Integrated Provider Scheme is in operation for part only of a Financial Year then the sums set out above shall be payable pro-rata for the part of the Financial Year when the Integrated Provider Scheme is in operation.

STAFF²

Local Authority staff to be made available to the arrangements

OTHER RESOURCES

Local Authority contribution

	Details	Charging arrangements³	Comments
Premises			
Assets and equipment			
Contracts			
Central support services			

Trust Contribution

	Details	Charging arrangements⁴	Comments
Premises			
Assets and equipment			
Contracts			
Central support services			

OTHER PROVISIONS (INCLUDING ANY VARIATIONS TO THE PROVISION OF THE AGREEMENT)

² Drafting note; this section should also make it clear which budgets the costs of the staff are to be met or whether they are being provided in addition to the other contributions.

³ Drafting note; are these to be provided free of charge or is there to a charge made to a relevant fund? Where there are aligned budgets any recharge will need to be allocated between the Trust Budget and the Local Authority Budget on such a basis that there is no “mixing” of resources.

⁴ Drafting note; are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the Trust Budget and the Local Authority Budget on such a basis that there is no “mixing” of resources?

SCHEDULE 3- TERMS OF REFERENCE OF JOINT MANAGEMENT BOARD

TERMS OF REFERENCE FOR LBTH/ELFT JOINT MANAGEMENT BOARD

Introduction

The London Borough of Tower Hamlets and East London NHS Foundation Trust have been working in partnership via a S75 for several years with prior S75's from 2003 which was allowed to abate in Adult and Older People Mental Health. Learning Disability Services were in partnership with Barts NHS Foundation Trust from 2012. Housing Link has been a key component service of Adult Mental Health Service's and is based within the Mile End Hospital site. The prior and current partnership working arrangements have endorsed joint management structures within the Adult Mental Health Service, Older People Mental Health Service and the Learning Disability Service. The current arrangements are currently under review in the light of the Section 75 of the Health Act 2006 in order to place the partnerships on a more formal and explicit footing. This is to avoid the current 'custom and practice' management and policy approach which has created a mis-match in how LBTH statutory and recording requirements are undertaken. The joint commissioning intentions between London Borough of Tower Hamlets (LBTH) and Tower Hamlets Clinical Commissioning Group (THCCG) are becoming aligned via joint commissioning strategies. The current integrated arrangements are required to fit into the commissioning intentions already within the existing commissioning strategies. The statutory requirements of LBTH in relation to the Care Act 2014 and associated statutory requirements require a formal joint management approach as in particular areas, the Care Programme Approach (CPA) and the clinical aspects of secondary care do not fit with the Care Act and other statutory requirements of LBTH and its wider role in ensuring care and support to vulnerable people. The role envisaged for the Joint Management Board is to take responsibility for the operational delivery of the objectives of the Integrated Provider Schemes as described in the Section 75 agreement between the Local Authority and the Trust.

Aim

To agree, develop and monitor robust processes and working practices whereby the core strategic business and service objectives are agreed and implemented on behalf of the respective organisations through health and social care integrated provision operating from within Adult Mental Health Service, Older Adults Mental Health Service and Learning Disability Service. The services reflect the joint commissioning intentions and statutory requirements of both LBTH and THCCG and are monitored and adjusted if required.

Status and Decision Making

The Joint Management Board has a role to oversee the S75 and its performance. It is not a subcommittee for the purposes of the NHS Bodies and Local Authorities Partnership Arrangements Regulations (SI 2000/618). It may report to the London Borough of Tower Hamlets Health and Wellbeing Board as per Health and Social Care Act 2012 and to ELFT Governance Board.

Decisions will be taken by agreement between a) a Director(s) and/or Senior Manager(s) of East London (NHS) Foundation Trust (ELFT) using delegated powers and b) a Director (s) and/or Officer(s) of London Borough of Tower Hamlets (LBTH) exercising his or her delegated powers. In the event that Agreement cannot be reached by the relevant delegated Directors/Officers of each of the Parties at the Joint Management Board the matter shall be referred to the dispute resolution process commencing at Clause 57.4 of the Overarching Partnership Agreement

Objectives

- (a) Oversee the joint management and staffing arrangements agreed through Section 75.
- (b) Contribute to the delivery of outcomes of the joint mental health and learning disability commissioning strategy through the Integrated Provider Schemes.
- (c) Develop budget management of the Integrated Provider Schemes to include micro commissioning budgets, with responsibility and accountability of the relevant manager.
- (d) Develop and deliver services based upon performance intelligence on behalf of the Local Authority and the Trust.
- (e) Ensure the statutory requirements of both sets of commissioners are upheld.
- (f) Develop joint working protocols and procedures which support safe implementation of agreed strategic and operational objectives.
- (g) Agree service and management responsibility which supports the effective implementation of multi-agency safeguarding policies procedures and principles.
- (h) Deliver integrated services in accordance with:
 - London Borough of Tower Hamlets Care Act eligibility criteria for social care services.
 - Working within the Recovery Model and Care Programme Approach (CPA).
 - MHA and its statutory provision including AMHP provision.
 - Statutory legislation to include Mental Capacity Act, Children & Families Act, Autism Act. Housing Act etc.
 - Carers' Act and the requirement to assess and provide services/information and review.
 - Personalisation (health and social care) through Self Directed Support.

Membership

Unless otherwise agreed between the parties the membership of the Joint Management Board shall be:

- Strategic (Operations) Director of Adult Care (Joint Chair) - LBTH
- Borough Director for Tower Hamlets-Adults (Joint Chair) – ELFT
- Deputy Borough Director – ELFT
- Service Manager – MH Adults/Older People – LBTH/ ELFT
- Service Manager – LD – LBTH/ELFT
- Professional Social Work Lead - LBTH
- Senior HR Adviser – LBTH
- HR Business Partner – ELFT
- Finance Leads ELFT/LBTH
- Performance Leads ELFT/LBTH.

A member shall be entitled to appoint an alternate to attend in his place when he is not available.

Other Attendees

The Joint Management Board may invite such other persons to attend a meeting or meetings as it shall decide from time to time.

Accountability and Reporting

The Joint Management Board will be accountable to and report directly to the Executive Board of the Trust if required, and to the LBTH Directorate Management Team respectively. The minutes of all the Joint Management Board (including an attendance record) shall be formally recorded.

ELFT and LBTH may designate alternative reporting arrangement to their respective organisations from time to time.

Procedural

The Joint Management Board will meet at least quarterly

The Quorum for the Joint Management Group shall be at least three representatives of the Local Authority (which shall include the joint Chair or such person as the joint Chair shall nominate to act as chair in his absence) and three representatives of the Trust to include the joint Chair or such a person to act as joint chair in his absence.

The Joint Management Board shall decide all other procedural arrangements under which it operates.

SCHEDULE 4 – JOINT MANAGEMENT ARRANGEMENTS FOR STAFF

1 Introduction

- 1.1 The partners involved in this agreement are East London (NHS) Foundation Trust (ELFT employees), and London Borough of Tower Hamlets Adult Services (LBTH employees), from here will be referred to as ‘the partners’. The partners support integrated services and teams to provide health and social care services to certain client groups within Mental Health and Learning Disability. In terms of Mental Health this is within the Care Programme Approach (CPA) eligibility criteria and when required the Care Act. Learning Disability assessment for services is via the Care Act and a number of health diagnostic assessment tools. These integrated provider schemes have been in part, established through prior use of the flexibilities contained within Section 75 of the National Health Service Act 2006. This protocol outlines the partnership arrangements for the management of staff working within integrated services. Each of the partner agencies will continue to be an employing organisation in their own right. For the purposes of this protocol, the employing organisation is the one where a contractual relationship exists.

2 Guiding principles

- 2.1 This protocol aims to ensure that all staff are treated and managed fairly and that the principles of equality and diversity are upheld. Where there are any problems or difficulties relating to the employment or management of staff working within integrated services, the aim will be to resolve these at a local management level whenever possible, until such time as it is necessary to put in place formalised procedures. For staff working in the integrated service support will be seamless in terms of HR, ICT and Finance. Employees are required to conduct themselves and to reflect standards of behaviour in line with the appropriate code of conduct of the partners.
- 2.2 It is recognised that unless there is a single employer within integrated service that terms and conditions of employment will vary between partners. Every endeavour will be made to acknowledge these differences and seek to minimise the effects of differences between terms and conditions and statutory requirements in any future workforce development, wherever this is possible. There is no commitment to agreement for harmonisation of terms and conditions of employment.
- 2.3 Both partners will discuss changes they are planning in respect of the terms and conditions of staff working within the integrated services in advance of their implementation. This includes changes affecting pay, allowances and benefits (e.g. call out payments). These discussions will take into account the need to minimise additional costs and staff turnover in either organisation.
- 2.4 Where HR or management representatives in either organisation consider proposed changes will have a negative or adverse effect on staff working within the integrated services, these issues will be reported to the Joint Management Board for consideration and, if possible, a resolution agreed.

3 Scope

- 3.1 This protocol applies to all employees working within integrated services in permanent positions and will also include any temporary staff, trainees or locums assigned to the service or temporarily seconded.

4 Employment position of staff

- 4.1 Staff may be appointed by either partner in accordance with the appropriate funding stream and subject to agreement by the relevant partners HR departments for funded posts. The employing organisation is the one that the member of staff is contracted to work for. The host organisation is the one that they will be working with during the term of the assignment to the integrated services. The recruiting organisation is the organisation which funds and owns the post within the integrated services and is recruiting to fill this. All staff employed following the implementation of this agreement within the integrated services will be remunerated on the employing organisation's reward and remuneration terms and conditions of employment.
- 4.2 When staff are recruited to London Borough of Tower Hamlets or East London (NHS) Foundation Trust, rules regarding continuation of service will apply as per the employing organisation. The employing organisation will pay salaries and accept all the normal duties and legal responsibilities of an employer including those relating to tax, national insurance and pension contributions.
- 4.3 In the interests of joint working, professional development and staff retention existing staff working within the integrated services are encouraged and entitled to apply for posts which **may** be designed and funded by the other employing organisation as the development of integrated services allow by agreement with the Joint Management Board.

5 Continuity of employment

- 5.1 Following the implementation of this agreement, there **may** be a residual number of staff within the integrated service that hold a role owned by one partner, but retain terms and conditions of employment of the other partner organisation. These arrangements may have been allowed in the past to protect continuity of service for pensions purposes. There will be no change to these individual arrangements as a result of this agreement if in existence; however, there may be changes due to organisation change.
- 5.2 Following the implementation of this agreement, no current staff working within the integrated services or new staff applying to work within the integrated services will be permitted by either partner to retain the terms and conditions of employment, including continuity of employment, of their original employing organisations (e.g. local government or national health terms and conditions) when they choose to take-up a new role with the other partner. In these circumstances, the pay and terms and conditions to be offered to the employee when they are successful in applying for a new post in the other organisation will be those of the new organisation. There may be differences in pay offered for similar roles by each partner because of the different pay and grading arrangements in each organisation.
- 5.3 There may be circumstances where the post of an employee that holds a role owned by one partner, (but retains terms and conditions of employment of the other partner) is affected by organisational change and may be directly or indirectly replaced by a new role by the owning organisation, i.e. where the change was not initiated by the role holder.
- 5.4 Subject to agreement of both partners via the Joint Management Board, these employees may retain the terms and conditions of employment, including

continuity of employment, of their original employing organisation when they take up a new role following organisational change processes.

- 5.5 In these circumstances, the pay to be offered to the employee for the new post will be determined using the job evaluation process, grading and pay arrangements of their original employing organisation. There may be differences in pay offered for the role by each partner because of the different pay and grading arrangements in each organisation.
- 5.6 In all matters relating to changes in terms and conditions of employment managers and staff should seek guidance and agreement of the HR Advisers from their employing organisation.

6 Assignment

- 6.1 Any LBTH staff working within an integrated service will be assigned to carry out their duties as deemed by the partner providing the service. Employees will be provided with written notification regarding the arrangements of the assignment in terms of operating to CPA and the Care Act and the requirement to ensure statutory aspects of legislation are complied with.
- 6.2 Assignments within the partnership may be open ended. If the assignment post is for a fixed term and/or at risk of redundancy, the assignee will seek a suitable alternative post within the employing organisation through a redeployment process. Should there be any proposals for change from either partner affecting the posts of staff assigned to the integrated services, then the partner proposing the change will make sure that the assignee is consulted in line with the change policies of their employing organisation.
- 6.3 It is the responsibility of the employing organisation to ensure that all arrangements are in place to facilitate the assignment. Responsibilities of each employing organisation are as follows:
- Agreement on the terms of the assignment between counterparts in each organisation/department including early termination process;
 - Identification of those responsible for the assignee in each organisation/department (management and professional supervision);
 - Agreement on development needs of the assignee;
 - Arrangements for the payment of all salary, allowances, expenses and the reporting of issues to the integrated services provider and employer such as sick leave, annual leave, other leave, appraisal issues, performance issues, etc. for the assignee or secondee;
 - Appropriate arrangements for accommodation, support, equipment, insurance cover, etc. for the assignee;
 - Agreements on the arrangements for reimbursement of salary, etc. for the assignee;
 - Written confirmation of such agreements between organizations;
 - Arrangements for supervision, access to development opportunities, etc. for the assignee;
 - Agreement with the assignee on arrangements for their return to the employing

organization;

- Mechanisms to keep the assignee informed of all issues relevant to their employment and terms and conditions, e.g. new policies, reorganisation, etc.;
- Issuing of a letter confirming all relevant conditions and arrangements to the assignee as appropriate;
- Each employing organisation will ensure they identify training needs of the assignee or secondees and any training needs identified will be incorporated into the training needs analysis and training plan of the partners by agreement.

7 Secondment

- 7.1 Temporary secondments may also be agreed for staff to work in the integrated services and will be managed in line with the employing organisation's secondment policy. If the secondment to the integrated services comes to an end the secondee will return to their substantive post within the employing organisation. In all cases, liability for redundancy costs remains with the employing organisation. Should there be any proposals for change that may affect the substantive post of the secondee whilst on secondment to the integrated services, the secondee will be involved in the consultation process by their employing organisation.

8 Management of staff

- 8.1 All staff within the integrated services will be managed on a day-to-day basis in accordance with the line management structure. Within a service, an employee of either organisation may provide formal line management within agreed joint policies. This protocol gives the authority for line managers within the service to act for either organisation in administering HR policies and procedures, including the formal stages of any procedure, in consultation with the relevant HR staff.
- 8.2 Managers will undertake supervision of staff and hold them accountable for their actions within their terms and conditions. All staff will be expected to comply with all reasonable instructions and directions given to them by managers of either organisation within the integrated provider scheme. There will be agreed arrangements for professional accountability and supervision. Staff from both organisations must ensure that they undertake appropriate training in relevant policies and procedures around people management training and the requirements of clinical governance and statutory legislation.
- 8.3 Managers need to be aware of and familiar with the people management policies and procedures of both organisations, including acting upon advice from HR advisers, occupational health and other specialist advisers from the employing organisation. Managers must make sure that all management actions, including disciplinary action or terminations are carried out in line with the employing organisation's policies and procedures and in accordance with this protocol.
- 8.4 These arrangements are without prejudice to the right of Approved Mental Health Professionals (AMHPs) who are mainly Social Workers or if not, employed via LBTH as AMHPS, acting in relation to the legal functions they undertake as AMHPs under the Mental Health Act 2007 to have direct access to the LBTH Social Work Lead Professional and the LBTH legal department. They remain while carrying out their AMHP function outside of integrated direct management

instruction in relation to the AMHP assessment role.

9 Terms and conditions of employment

- 9.1 All staff within integrated services will be employed on the terms and conditions of employment of their employing organisation as set down in their contract of employment. However, these may be subject to any modification made in the normal way through national or local agreements affecting their staff group. Any variations in terms and conditions arising out of the terms of this agreement will be the subject of specific negotiation with recognised trade unions representing the employees concerned.
- 9.2 Staff working who are hosted by ELFT and employed by LBTH will be issued with a written statement of agreement which enables them to be registered as users of the Trust IT systems (RIO) and continue as users of LBTH IT systems (Framework). ELFT will ensure they are covered in respect of their health, safety, well-being and statutory training whilst working on Trust premises. Similar requirements exist for Trust staff within LBTH premises in respect of their health, safety and well-being. This will not affect their terms and conditions of employment.

10 Payroll arrangements

- 10.1 Each organisation operates its own payroll system and will continue for the foreseeable future. The line manager will be responsible for ensuring that appropriate salary notifications are completed and forwarded to the appropriate payroll/HR department on the agreed date each month/week. This protocol gives the authority to line managers to discuss payroll issues with either payroll department as appropriate. When a member of staff is recruited they will be placed on the payroll of the employing organisation.

11 Application of policies and procedures

- 11.1 Staff within integrated services will continue to be subject to the HR policies and procedures of their employing organisation. This protocol is designed to give maximum **reasonable** authority to line managers within the integrated services and host organisation whilst acknowledging that staff may be ultimately accountable due to statutory requirements to a different employer than that of the line manager. The conflicting requirements of statutory legislation in relation to the local authority and the secondary/primary provision of mental health and learning disability services occasionally will require informed management (including the Joint Management Board) to address areas where divergent situations have arisen.

Disciplinary procedure, performance capability procedure and grievance procedure

- 11.2 These procedures contribute significantly to the creation and maintenance of good employee relations by ensuring that employees are treated fairly and consistently and may help the integrated services to avoid disputes or costly legal actions. Common themes which apply to all three procedures is the importance of identifying and resolving problems as early as possible by taking informal action if appropriate; carrying out fact finding exercises; progressing further action, if problems cannot be resolved, through the formal stages of the appropriate procedures.
- 11.3 Therefore within the context of this joint protocol the relevant line manager within the integrated provider scheme, supported by Human Resources staff from the

member of staff's employing organisation, will have the authority to take all necessary informal management action in accordance with all three procedures. They will also have authority to take formal actions, including the issuing of oral warnings and written warnings. Actions including disciplinary processes relating to risk of dismissal will be undertaken by the employing organisation.

- 11.4 Decisions to dismiss an employee can only be taken by a suitable manager from the employing organisation under the relevant procedure. In addition the relevant manager in the host organisation will have the authority, with appropriate support from Human Resources, to carry out investigations and present their findings to an appropriate senior manager in the member of staff's employing organisation. This may include presenting cases at a formal hearing. All appeals against dismissal will be conducted within the member of staff's employing organisation in accordance with usual procedures.

Bullying and harassment

- 11.5 Any member of staff who considers they are being subject to harassment, bullying or discrimination must use the appropriate procedure of their employing organisation to address the problem. If appropriate an independent person will be appointed to investigate and this may be a person from either organisation. Any resulting disciplinary action will be conducted in accordance with the above joint protocol on disciplinary procedures.

Attendance management

- 11.6 The day-to-day management of attendance at work will be the responsibility of the immediate line manager as per the employee's contract. The line manager in accordance with the employing organisation's policy will also deal with any issues or concerns requiring informal/formal action, with support from a member of the Human Resources staff from the employing organisation. Line managers will be required to use the reporting arrangements for absence recording in use by each organisation. Any further formal action will be conducted in accordance with the employing organisation's procedures. The employing organisation will undertake to provide regular workforce reports.
- 11.7 Human Resources professionals from each organisation will make sure there is regular monitoring and exchange of absence data so that managers are able to take appropriate action to manage staff attendance.

Supervision policy and performance appraisal policy

- 11.8 Supervision and performance appraisal policies supported by training exist in all organisations. Line managers in the integrated services shall supervise staff from both organisations as appropriate in accordance with the principles of the policies of the employing organisation. Joint working requires clear arrangements which need to be established to clarify expectations, content and mechanisms for supervision, professional supervision and performance appraisal. This will include arrangements for professional accountability for LBTH social workers and/or LBTH occupational therapists. Each employing organisation will undertake to ensure that any supervision or performance appraisal taking place conforms to the employing organisation's supervision policy and performance appraisal policy.

Whistle blowing policy

- 11.9 The policy to be used will be that of the employing organisation of the member of staff raising the concern. Where concerns are raised that involve staff from the

other organisation, then concerns will be shared with relevant managers in that other organisation. Set out below are the comments and arrangements in both organisations for addressing whistle blowing concerns.

- London Borough of Tower Hamlets

11.10 London Borough of Tower Hamlets is committed to the highest possible standards of honesty, openness, probity and accountability. It seeks to conduct its affairs in a responsible manner, to ensure that all Local Authority activities are open and effectively managed, and that the Local Authority's integrity and principles of public interest disclosure are sustained. In line with that commitment employees, those working on behalf of the Local Authority and others that we deal with, who have serious concerns about any aspect of the Local Authority's work are encouraged to come forward and voice those concerns with their immediate manager and/or more senior managers. Where any member of staff decides to report a serious incident, whether anonymous or not, this will be treated as a 'protected', internal disclosure' i.e. there will be no adverse repercussions for the member of staff. Staff are encouraged to use an external, independent and confidential Service within the Whistle blowing guidance.

- East London (NHS) Foundation Trust

11.11 The Chairman, Chief Executive and Trust Board are committed to the whistle blowing procedure. If staff raise a genuine concern under this procedure, they will not be at risk of losing their job or suffering any form of detriment or retribution as a result. Provided staff are acting honestly and in good faith, it does not matter if they are mistaken or if there is an innocent explanation for their concern. However, if a member of staff is found to have maliciously raised a matter they know is untrue they may be subject to disciplinary action. The Trust will not tolerate harassment or victimisation of anyone raising a genuine concern.

11.12 If staff are unsure whether or how to raise a concern or you want advice at any stage then they may contact their staff-side representative. If staff have a concern they should raise it by telephoning the external, independent and confidential Whistle Blowing Service within the Whistle Blowing guidance.

No smoking policy

11.13 No smoking will be allowed on any NHS or LBTH premises in which integrated services are provided. Staff working in integrated services are not permitted to smoke and must comply with the employing organisation's policy.

Management of change

11.14 Policies exist in both all partner organisations that describe the management of change and the organisations' obligations to consult with Trade Unions and staff. Changes will be managed in accordance with relevant employing organisations' change policies and consistent with both where staff employed by both organisations are affected by change.

Other policies

11.15 Policies and procedures of each partner organisation not mentioned specifically in this agreement continue to apply to employees of the organisation and it is agreed that line managers for designated integrated services will have the authority to act in accordance with the policy requirements. Each integrated service holds its own operational policies for service delivery or will create policies/protocols where

none exist via the Joint Management Board.

General principle on the application of policies:

11.16 Where staff from any partner are jointly involved in an issue, the individual members of staff will be covered by the appropriate procedures operated by their respective employers. However, it is recognised that this may on occasion be impracticable due to anomalies that may exist between procedures and working practices operated by partners. In each case and in a timely way the parties shall agree the procedure to follow, with full involvement from staff representatives.

Freedom of information and data protection

11.17 Staff from both organisations must act in accordance with relevant IT governance rules, administration processes in place to ensure compliance with data protection and any response to freedom of information is managed through set procedures in place, and to respect the protocols of both organisations

Equality and diversity

11.18 Staff from both organisations must act in accordance with the equality statements in the staffing protocol, Section 75 Agreement, any assignment arrangement and those of their employing organisation.

Code of conduct including gifts and hospitality

11.19 Staff from both organisations must act in accordance with the code of conduct of their organisation and the standards guidance set out in the staffing protocol, Section 75 Agreement and any assignment agreement. Staff must make sure that they follow the policy and procedure and procedure around gifts, hospitality and gratuity and adhere to the highest standards of probity as required by both organisations.

12 Recruitment

12.1 The employing organisation will establish that a senior manager has overall responsibility for recruitment to posts assigned to the integrated services. The recruitment procedures of the employing organisation will be used to administer the process but joint advertising if possible may occur subject to the vacancy management protocols of the relevant organisation. Short listing and interview panels will always include a representative from each of the organisations.

13 New posts

13.1 Any newly developed posts outside of the existing roles in both organisations shall be evaluated for salary purposes by the employing organisation. The employing organisation shall be responsible for gaining the necessary approval through its own governance arrangements. All partners shall be informed of the details of such posts where they fall within the scope of the integrated services. The new post shall adopt the terms and conditions of the employing organisation.

14 Access to and information on staff within the integrated services

14.1 Partner organisations will have full access to their staff working within the integrated provider scheme. Managers within the integrated services in conjunction with support services will maintain and make available on request to

the employing organisation appropriate management information, including details of absence due to annual, sick or special leave and any unauthorised absence. Access to and relevant information on staff will also be made available as appropriate to staff representatives with the consent of the individual.

- 14.2 Both partners will keep up-to-date records of the resources (both employees and posts) they contribute to the integrated services. These records will be reviewed each year as part of the annual review of the integrated services set out in the Section 75 Agreement. The staffing resources review will be led by the HR lead from each organisation that will work together with operational managers to present and agree the staffing resources at the Joint Management Board.

15 Staff involvement and consultation

- 15.1 All usual arrangements for consultation and discussion with appropriate Trade Unions will be observed as per the arrangements for each organisation. For the purposes of consultation and individual representation the relevant trade union(s) will be involved. Both organisations commit to proper consultation and accept that this will require the partners to commit to the sharing of information and provision of briefings to the partners in order to help identify any impact on staff within the employing organisations. The employing organisations will consult each other around the process to be followed and in matters of joint interest an appropriate forum for discussion will be agreed.
- 15.2 Both organisations have formalised joint consultative meetings with trades union, senior management and human resources representatives from both organisations. These meetings will be held irrespective of joint consultative meetings focussing on other matters.
- 15.3 Agreement for facilities time will be in accordance with the Trade Union facilities agreements in place within each organisation. Prior joint commitment has been made to support both organisation's recognised Trade Unions and elected convenors, and every effort will be made to ensure staff are able to be released to act on union business. Costs will be absorbed in current financial arrangements. Any concerns of managers within the hosting organisation about the release of staff to fulfil trade union commitments should be reported to the HR leads and management leads from the employing organisation with a view to finding an appropriate resolution.

16 Training and development

- 16.1 The identification of training needs will be the responsibility of the line managers within the integrated services, working with colleagues in the two training and development departments where appropriate. Training programmes are available to all staff from any partner. All staff within the integrated services will be expected to have personal development plans especially in line with statutory requirements such as AMHPs, the processes for agreeing personal development plans will be considered alongside consideration of the supervision processes and the appropriate appraisal scheme which fits in with the business plan of the service. Where there is an identified need within an integrated team, the two organisations will jointly decide how best to meet the need.
- 16.2 Staff from the employing organisations must ensure that they undertake appropriate training in relevant policies and procedures around joint management training.

- 16.3 All staff to undertake appropriate training in relevant policies and procedures around people management. Managers need to make themselves familiar with both organisational people management policies and procedures and act in accordance with them. In particular they need to ensure the health and wellbeing of staff is being maintained through the seeking of appropriate OH advice and from relevant HR representatives.

17 Health and safety

- 17.1 The partners will provide each other with such information and access to its premises as may reasonably be required by each in order to monitor the performance by each of its obligations in respect of health and safety at work. Where there is identified health and safety problems these should be resolved at a local level between management and the workplace Health and Safety representatives. In the event of a matter being unresolved, agreement will be reached on how to progress the matter in the employing organisation that could include using the relevant Health and Safety Committee. Any resolution will include consultation with appropriate Health and Safety representatives. Existing lines of consultation and communication of Health and Safety matters will be maintained within each organisation. On certain occasions there will be discussions to establish which organisation's policies would be used to meet specific needs. It is intended that LBTH operational staff use the lone working policy of ELFT given the need to have one policy in place to ensure the safety of operational staff.

18 Accident and incident reporting

- 18.1 There are established procedures within both organisations for reporting accidents and incidents. Line managers within the integrated services shall be responsible for reporting all such accidents and incidents in line with the system used by the employing organisation of the member of staff involved. Where more than one member of staff is involved from both organisations, or where both organisations need to know about the incident then duplicate reporting may be needed, this will be at the discretion of the lead officer within the integrated services.

19 Insurance

- 19.1 Employers' liability insurance is the responsibility of the employing organisation and the employer will deal with any issues arising. In the event of issues affecting both employers, and where the other employer is at fault, then the right is reserved to seek a contribution towards any successful claim.

20 Accommodation

- 20.1 The partners will work together to address accommodation issues as a result of organisational change or service development with the involvement of the relevant trade unions, professional advisors and management. In the absence of an agreed solution the policies of the individual employing organisations will apply to their employees.

21 Review

- 21.1 This Agreement will be reviewed as often as necessary, but always every three years.

ANNEX 1: ADULT MENTAL HEALTH SERVICES DETAILS

OVERVIEW OF THE ADULT MENTAL HEALTH INTEGRATED SERVICE:

The Adult (18-65) Mental Health Service is designed to support individuals with severe and enduring mental health problems to maximise independence and provide the support and interventions to enable their recovery. The Community Mental Health Team (CMHT) acts as the main service within secondary care and a gateway to specialist secondary mental health services. The CMHT service is a specialised multi-disciplinary team comprising health and social care staff. It is the central element of an integrated service model of care in the Adult Mental Health pathway. The CMHT will work closely with GP's, service users and carers and other key partnerships including voluntary organisations. The requirements of CMHT's in terms of operating protocols are within the CPA national guidance supported by local policy which is reflective of commissioning requirements.

This annex is intended to ensure that particular local authority functions that are the responsibility of the Local Authority, with regard to the provision of working age mental health services assessment, support planning, personalisation, case management, review, are carried out within the integrated teams (CMHT) of the Trust. This is expected to be undertaken within the existing integrated management arrangements, which utilises the Care Programme Approach (CPA). This is a health and social care process which is expected to link to the Care Act in how funded services are provided to service users and carers. The Care Act requirements of assessment is a universal requirement and not dependent on a GP referral. At times, such assessments are to be undertaken on those Tower Hamlets residents who are considered to have substantial care needs resulting from their mental health problems and are not under the care of any General Practitioner (GP) in or outside of Tower Hamlets. While such situations are rare, it is part of the overall requirement of a local authority to offer assessment under the Care Act to those who may have eligible needs.

The planning and delivery of the CMHT functions will be through the agreed systems and processes already in existence within the Foundation Trust under the National Health Service Act 2006. The associated adjustments within the S75 are to ensure the statutory requirements of LBTH are undertaken within the CMHTs via the joint commissioning strategy of an integrated service operating within the health and social care aspects of CPA and the Care Act. This approach will overwhelmingly involve CPA and those that meet its eligibility criteria but also ensure service users and carers receiving services from LBTH are also supported within the CMHT's.

Through the joint management board the partners to this scheme will aim to continually develop the efficiency of the mental health service to the communities in Tower Hamlets. This will mean an improved personal experience for people using the service and their family members or carers.

Modern mental health care requires an integrated approach drawing on the expertise of medical, psychological and social disciplines in the pathways of care. This forms the approach of the CPA and the Care Act. The Care Act is considered to be compliant with the CPA in a number of areas following the forthcoming changes in ELFT policy.

Its four main elements are:

- a) Systematic arrangements for assessing the health and social needs of people accepted into secondary health services.
- b) The formation of a care plan which identifies the health and social care required from a range of provision
- c) The appointment of a care key worker (care co-ordinator) to keep in close touch with the service user , and to monitor and co-ordinate care-coordination
- d) Regular review and where necessary, agreed changes to the care plan.

(Refocusing the Care Programme Approach Policy -DOH 2008)

The strategic approach to achieve improved outcomes which are within the joint commissioning strategy are the Recovery Approach and Personalisation through the delivery of Self Directed Support. These aspects are also key performance drivers for LBTH and its statutory returns. These initiatives are interwoven in practice and during the initial period of the service will be a priority in the ongoing development of services in Tower Hamlets given low numbers of direct payments across health and social care.

Over a number of years, the Trust and the Local Authority have worked together successfully developing mental health services, implementing ongoing Department of Health strategies and improving the voice and influence of people who use the services and initiating Recovery working within the service. This integrated service aims to support this collaboration and build upon it to achieve a person centred service.

The Trust and the Local Authority consider this integrated service will improve the way in which the NHS Functions and Local Authority Social Care Functions are exercised.

INTEGRATED PROVIDER SCHEME MANAGEMENT

Borough Director Tower Hamlets Mental Health Services (ELFT), Associate Director Tower Hamlet Mental Health Services (ELFT), Service Manager Mental Health Service (ELFY/LBTH)

AIMS AND OUTCOMES

In accepting the above modern mental health care requirements the partners to this scheme will further work together to ensure the stated outcomes as per the Tower Hamlets Mental Health Strategy 2014-2019:

These aims are more specifically expressed within the Service Specification in place.

The performance monitoring of service delivery will occur via the commissioning meetings already in operation. Issues in relation to integration and the S75 will be reported for action through the Joint Management Board. Exception reports will be produced where performance is likely to have a significant adverse effect on the KPI's that have an impact on LBTH statutory returns.

The Joint Management Board will on a quarterly basis evaluate service delivery and report into the London Borough Tower Hamlets Directorate Management Team. The Joint Management Board may report as required to ELFT and/or LBTH management structures.

ALLOCATION OF RESOURCES AND FINANCIAL ASSESSMENT

The integrated teams will assess individual needs and based upon these assessments and in relation to local authority social care eligibility criteria make appropriate recommendations for appropriate services of which the micro commissioning budget is the responsibility of the relevant CMHT manager. Services available for example

- Direct Payments
- Self-Directed Support
- Residential Care
- Nursing Care
- Domiciliary Care
- Supported Housing
- Day Opportunities

Payments will still remain the responsibility of the Local Authority.

CHARGING POLICY

People who use the services may be required to pay for local authority funded care packages through the financial assessment process. Financial assessments determine the client's liability to pay charges for Local Authority social care services. The Trust must ensure that staff within the integrated teams collect all relevant information and send it to the Local Authority in an accurate and timely manner to enable the Local Authority to make such financial assessments and make appropriate charges.

FUNCTIONS INCLUDED

The functions included in this scheme are the health functions of the Trust prescribed under regulation 5 of the Regulations, and Social Care functions of the Local Authority prescribed under regulation 6 of the Regulations

NHS Health & Social Care Related Functions of the Trust

SI 617 (2000), SI 2828(2008), SI 3166 (2008), SI 278 (2009), SI 1000 (2010), SI 3094 (2012)

(a) the functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the National Health Service Act 2006, as amended by the Health and Social Care Act 2012, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services; and

(b) The functions of providing the services referred to in paragraph (a), pursuant to arrangements made by a clinical commissioning group or NHS England

(c) The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983; and

(d) The functions of providing services referred to in paragraph (c) pursuant to arrangements made by a clinical commissioning group or NHS England

(e) The functions under Schedule A1 of the Mental Capacity Act 2005.

(f) The functions of making direct payments under: (i) section 12A (1) of the NHS Act 2006 (direct payments for health care); and (ii) the NHS (Direct Payments) Regulations 2010.

(g) National Health Service and Community Care Act 1990

- the functions of local authorities under Part 1 of the Housing Grants, Construction and Regeneration Act 1996 and under Parts VI and VII of the Housing Act 1996;
- the functions of local authorities under s126 of the Housing Grants, Construction and Regeneration Act 1996;
- the functions under section 63 (passenger transport) and s93 (travel concession schemes) of the Transport Act 1985.

For the avoidance of doubt, this scheme does not include the function of charging for the following Local Authority Social Care Functions:

- Reablement.
- S117 Services in conjunction with THCCG

- Housing Advice and Support

The main policy and statutory functions covered by this scheme are:

- the exercise of functions under the Mental Health Act 1983;
- the assessment of individual needs for social care services under the Care Act 2014
- the provision of services under the Children and Families Act 2012
- the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- the provision of services under the Autism Act 2010
- the provision of service under the Mental Capacity Act 2008.
- the duties and functions of the Local Authority under the Community Care (Delayed Discharge) Act 2003;
- the provision of an Approved Mental Health Professional (AMHP) service, subject to the approval of individual AMHPs by the Local Authority under s114 of the Mental Health Act 1983; and
- Safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

- Assessment and Case Management
- Social Work Services
- Approved Mental Health Professional Services
- Housing Advice & Support
- Community Mental Health Recovery Services

ELIGIBILITY CRITERIA AND ASSESSMENT CRITERIA

- CPA assessment process
- LBTH Adult Eligibility Criteria (Care Act) and assessment process

GOVERNANCE ARRANGEMENTS

The governance and accountability framework to improve effectiveness, strengthen performance, provides consistency and reduces risk will be delivered through the established Trust and Local Authority Governance arrangement or via the Joint Management Board

FINANCIAL RESOURCES

Please see Finance Appendices at Annex 8.1

Financial Year

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)
Aligned budget	£	£1,943,753 CMHT's £293.60 Day Centre

The figures above are for the full year 1 April 2019 to 31 March 2020 and the Parties will highlight their contribution in terms of staffing and associated costs for the period from the Commencement Date to 1 April 2020.

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

STAFF

Local Authority staff to be made available to the arrangements

Funded Establishments (2019/2020)

WTE

Approved Mental Health Professional
Locality Administrator
Mental Health Social Worker
Senior Approved Mental Health Professional
AMHP (non LBTH)
CMHT Team Manager
Day Centre Worker
Day Centre Manager
Team Administrator
Administration Assistant/Apprentice

DIRECT STAFFING

The Cost of these staff are payable from the Local Authority's contributions in addition the Parties will agree the management and administration staff of the Local Authority which will be made available to the arrangements and which will be funded from the management costs within the Local Authority Aligned Budgets in accordance with Clauses 28.3 and 28.4. A number are p/t.

Trust staff to be made available to the arrangements

Funded Establishments (as at 1 April 2019)

WTE

Senior Manager

Nursing Staff

Dieticians

Occupational Therapists

PAM's

Speech Therapists

Psychotherapist

Psychologists

Therapists	0
Admin Staff	0
Ancillary Domestic Staff	0

The Cost of these staff are payable from the Trust's contributions

In addition the Parties will agree the management and administration staff of the Trust which will be made available to the arrangements and which will be funded from the management costs within the Trust Aligned Budgets in accordance with Clauses 28.3 and 28.4

OTHER RESOURCES**Local Authority contribution**

	Details	Charging arrangements	Comments
	London Borough Tower Hamlets buildings Moving to Integrated Mental Health Service		
Premises	Pilchards Road Day Centre -Pritchards Road, Tower Hamlets	Funded entirely by LBTH	
Assets and equipment	The Local Authority is responsible for providing servicing, upgrading and replacement of any assets, equipment and IT database systems (other than RIO) currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time).		
Contracts	None	No charges	
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution		

	Details	Charging Arrangements	Comments
	East London (NHS) Foundation Trust buildings occupied by Integrated Mental Health staff, health and social care		
Premises	Bethnal Green CMHT	No Charges	
	Bow & Poplar CMHT	No Charges	
	Isle of Dogs CMHT	No Charges	
	Stepney & Wapping CMHT	No Charges	
	Burdett House- Mile End Hospital (Service Manager/Admin Office)	No Charges	
Assets and equipment	The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment, IT Database (RIO) systems currently provided by it which are used for Trust staff (unless this is otherwise agreed between the Parties from time to time).	No Charges	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Local Authority will be making a similar contribution	No Charges	

OTHER PROVISIONS (INCLUDING ANY VARIATIONS TO THE PROVISION OF THE AGREEMENT)

- The requirements of the Care Act highlight that the provision of services from LBTH via the micro – commissioning budget are purchased or provided via a Care Act compliant assessment and support plan, involvement of LBTH brokerage service's whenever required and review within 12 calendar months. This is a statutory requirement of the Care Act.
- The requirements of the Nationality, Immigration and Asylum Act 2002 highlight that those who are designated No Recourse to Public Funds (NRTPF) and have a mental health condition which renders them vulnerable are to be provided services. Such funding and support is via the micro commissioning budget following a Care Act compliant assessment and support plan, involvement of LBTH brokerage services whenever required and review with 12 calendar months. This is a statutory requirement of the Care Act. Associated requirements involving Human Rights Assessments (HRA) are within this requirement.
- S117 of the Mental Health Act (MHA) is a joint LBTH and THCCG responsibility which is discharged to ELFT to administer within the S75 to meet the requirements of the MHA. This requirement involves regular reviews and re-assessment if service users require S117 after-care services and discharge from S117 prior to discharge from CPA.
- Asylum Seekers and Failed Asylum Seekers are able to seek social services assistance if having a mental health condition which renders them vulnerable. Such funding and support is via the micro commissioning budget following a Care Act compliant assessment and support plan, involvement of LBTH brokerage whenever required and review within 12 calendar months. Asylum Seeker and Failed Asylum Seekers are also able to request Human Right Assessments (HRA) from the local authority to support residency requests.
- The 214 Mental Health Supported Housing placements including Forensic Hostel places are discharged to ELFT to administer and manage by THCCG and LBTH. An expectation of enhanced utilisation of this resource is within one of the improvements expected from integration via the S75 and utilisation of LBTH staff within the S75 in this area is expected. The high levels of investment in supported housing and costs of placements outside of this provision highlight the need to maximise this asset and improve accommodation including forensic pathways.
- A significant number of service users have been discharged from CPA and the CMHT's who remain in receipt of LBTH funded services and provision. This is an issue as the CPA is a joint health and social care policy and thus all service users should have been discharged from all service provision if not requiring this, including LBTH funded services. This action contravenes the Care Act and requirements on a local authority to review all service users and carer's in receipt of services from a local authority within 12 calendar months. A requirement is that all discharged service users and/or carers are reviewed and either discharged from all services or fall within the social care reviewing requirements of LBTH staff within CMHT's.
- Appropriate assessment via trained ELFT and LBTH staff and use of NHS joint funding and NHS Continuing Care protocols on cases which require a level of service that is above the legal requirement of a local authority to fund.

Service Specification for Adults Mental Health Scheme

Service/ Care pathway	COMMUNITY MENTAL HEALTH
Commissioner Lead	JOINT COMMISSIONING LBTH/THCCG
Provider Lead	ELFT
Period	
Date of Review	

1. Purpose

1.1 Policy context

The CMHT role is to enable individuals to live independently and manage the difficulties resulting from serious mental illness. The CMHT acts as the main secondary provision and also gateway to specialist secondary mental health services.

1.2 Local strategic context

The CMHT service is a specialised multi-disciplinary team comprising health and social care staff. It is the central element of an integrated service model of care in the Adult Mental Health pathway. The CMHT work closely with GP's, service users and carers and other key partnerships including voluntary organisations.

1.3 Aims and objectives of the service

The primary purpose of the CMHT's is to:

Enable people with mental health needs; those with acute or severe and enduring mental health problems, and their carers to receive appropriate health and social care in order to promote recovery so that they can lead as independent lives as possible within the community

Provide assessment, treatment, support and develop care plans delivering health and social care services for both the clients and for carers

Offer assessments to carers and appropriate services to assist in maintaining their ability to continue caring or support where they are unable to continue in a carer role

To offer advice and support to care staff of external providers in relation to individuals on CMHT caseload

To provide professional advice to GP's and other health or social care agencies, and develop relationships with voluntary groups working with people who use the services.

Manage the interface between other secondary care services and other services in the pathway; ensuring access is achieved for people who use the services and referrers

To provide a needs-led, person centred approach to people who use the services, carers and their families in line with the commissioning strategy which promotes social inclusion and acknowledges social care issues and the statutory requirements.

To promote independence and health promotion to people who use the services in line with the Recovery Model.

To work in partnership with voluntary and statutory agencies, to enable people who use the services to remain part of their local community and engage in community facilities and increase rates of employment.

Signposting to services that support people around employment, education, social interaction and service user/carer support.

2. Service Scope

2.1 Service user groups covered.

18 years to 65 years and over based on need

Need:

Any adult with eligible severe and long term serious mental health illness and/or developmental disorder with co-morbidity, showing significant disability, severity and complexity of need sufficient to affect day to day functioning to meet CPA and Care Act criteria.

Priority:

People who are considered a significant risk to their own safety or others.

People who are being considered for in-patient care and those already admitted

Clinical/professional judgement via the **MDT** will ultimately determine priority for care and treatment

2.2 Exclusion criteria

Individuals with a primary diagnosis of: substance misuse, eating disorders and dementia will be seen by specialist services or older adults' services.

Individuals with acquired brain injury who do not have additional severe and persistent mental health needs.

Anger management if no severe mental health problem

Those with psychological problems as a result of physical health that do not fulfil severe mental health criteria (may be referred onwards)

Mental Capacity Act Assessments for people who use the services referred who are not Tower Hamlets residents or meet Care Act criteria.

People who are not the responsibility of LBTH under the Care Act 2014

People who are not the responsibility of THCCG as defined by the Department of Health Establishing the Responsible Commissioner Policy (2014)

2.3 Geographical population served

Total Tower Hamlets younger adults population is rapidly increasing as per the Tower Hamlets Mental Health JNSA 2013 projections. The population covered by the CMHT will cover between 55-70 thousand depending on local levels of morbidity and community make-up. The team relates to GP registration lists and to LA boundaries, with practice alignment having to co-exist with the difficulties that arise from local authority alignment, albeit LBTH staff cannot offer any funded services to residents in other boroughs or offer social work services outside of the

Mental Health Act or Care Act requirements regarding out of borough individuals.

2.4 Service description/ care package- overview i.e. what is provided within the service

- Assessment
- Case planning (CPA)
- Interventions such as medication management, management of condition, therapies relating to condition, care packages, direct payments, housing support, placements etc.
- Review to include S117 (CPA/MHA/Care Act)
- Gateway Function - gatekeeping to secondary care through an agreed pathway and guidelines, to develop collaboration between primary care including LBTH services and secondary care services facilitating access to meet the assessed need.
- Advice & Support - on the management of mental health problems to other professionals. In particular advice and Care Act consideration to other agencies on service users who have multiple support issues.
- Recovery focus - to provide treatment and care for those with disorders of significant severity and disability who can benefit from specialist interventions as directed by the CPA
- Case Management / Coordination – support and treatment for people with Enduring and Complex longer term needs.
- Gateway and Referrer - to specialist secondary care teams
- Access/services to urgent and crisis care pathways
- Review as per legislation and policies. S117 aftercare requirements.
- Psychological therapies and psychometric assessments.
- Psychiatric assessments including Out–Patient clinics
- Occupational Therapy Psychosocial Assessment and activities
- Assessment, prescription, and administration and monitoring of medication
- Monitoring efficacy/side effects of psychotropic medication
- Health and social care needs assessment for those who require Social Care services.
- Monitor and review mental health of people who use services in the community
- Administration of depot injection in Secondary Care settings.
- Vocational Services (Recovery College etc).
- Social inclusion issues: Education, Financial issues, Housing, Social/community networks/contacts.
- Communication Liaison and Education
- Promotion of care pathways, relevant to the individuals' mental health difficulty.
- Urgent or crisis care pathway, the CMHT will offer a duty system whereby an individual can be referred for an urgent assessment and or treatment package. This service will operate from 9-5 Monday to Friday and an out of hours care pathway will be available outside these hours with EDT and RAID.
- Access and referral on to Specialist Secondary Services such as Eating Disorder, Forensic Services, Psychotherapy, Personality Disorder, etc.
- Referral to Substance Misuse services and Community Safety (MARAC/MAPPA) and ensure smooth transfer of clients between service functions as required.
- Joint working following protocol with LBTH Housing including Hostels.
- Family risk assessment and if identified, referral will be made to child safeguarding/support service, adult safeguarding service.
- Specialist Primary care service offering nursing (no social care services) to support service users stepping down into primary care.
- Establish effective liaison with referring agents to shape referrals and support local care.
- Establish effective working with pathway services to ensure access at appropriate times to appropriate services is facilitated and coordinated by the CMHT
- Establish a detailed understanding of all local resources especially commissioned services relevant to support of individuals with mental health problems and promote effective interagency working.
- Provide prompt and expert assessment of eligible mental health problems.

- Assist people who use the services and carers in accessing such support, both to reduce distress but also to maximise personal development and fulfilment.
- Provide advice and support to people who use the services, families and carers.
- Gain a detailed understanding of the local communities served, its mental health needs and priorities, and provides a service that is sensitive to this and religious and gender needs.
- Provide a culturally competent service, including ready access to interpreter services for minority languages and British Sign Language
- To establish Therapeutic Group work within CMHT's as and when required.
- Service user and carers involvement in care planning and provision of services wherever possible.
- Carer Assessments
- Psychosocial Interventions
- Provision of family interventions to families of people who use the services of the CMHT's when required.
- Partnership working with voluntary services
- Collaborative working with LBTH social care services
- Promotion of leisure and exercise opportunities operated via voluntary sector commissioned groups.
- Social Inclusion work and development of direct payments via social care and associated health budgets.
- Continued case coordination for people in placements-Care Act and S117 requirement.
- Review and support of people's physical health checks
- Empowering service users to play a full part in their recovery and CPA process.

Assessment:

- Agree CPA assessment framework and Care Act linkage, risk assessment and carer assessments to be further developed during the period of the S75.

The CPA assessment requires further work to allow the offer of a single assessment process for service users and carers.

Interventions:

- Multi-disciplinary assessment
- Psychosocial and Psycho educational interventions
- Risk assessment
- Medical, psychological and psychosocial interventions and monitoring
- Case management and care coordination including social work
- Psychological therapies and treatment
- Vocational Services
- Recovery Service/College
- Assistance in promoting and organising direct payments and health payments
- Assistance to local opportunities in work, education and primary health care
- Carer support and education
- Support for service involvement and service groups
- Administration of depots
- Nursing interventions
- Personalisation approach
- Occupational Therapy assessment and activities
- Specialist Therapy interventions
- Monitoring efficacy/side effects of psychotropic medication
- Health and social care needs assessment and services via the Care Act
- Regular reviews for S117 and Care Act services.

Individual reviews:

- Structured review tool, incorporating access to mainstream services, mental health status including mental capacity status, social status and physical health status. CPA Reviews minimum six monthly, Care Act minimum yearly reviews. S117 reviews minimum yearly.

Care-coordination:

- Via formal CPA care coordination system for all clients to include Care Act.
- Close working with acute wards and co-ordination of the acute care pathway.

Service Delivery

- Community Mental Health Teams.

Location of service

- Bow and Poplar CMHT
- Stepney Green & Wapping CMHT
- Bethnal Green CMHT
- Isle of Dogs CMHT
- Pritchard's Road Mental Health Day Centre

Days/ hours of operation

- 9am to 5pm Monday to Friday (with extended hours if working as an AMHP as required)
- Provision for out of hours service provided by EDT and RAID and on-call Clinicians

Referral processes

- A standard referral form is used for all referrals to the CMHT.
- GP's
- Statutory agencies and services
- People who use the services and carers where indicated on discharge plans.
- Referral is to MDT rather than named individuals in the team

Response times

Routine Referrals: Appointment within weeks of referral

Urgent Referrals: to be seen within 5 working days of referral

Emergency Referrals: Assessment within same day. In working hours the CMHT will arrange the assessment and Early Intervention Team should only be consulted via the CMHT.

Emergency requests for assessment under Mental Health Act should be passed to the Approved Mental Health Professional (AMHP) on duty within each CMHT or out of hours to EDT.

Choice

- Care professionals have a responsibility to discuss different options that are available to people as they enter services, either in primary or secondary care
- The Care Programme Approach will be the vehicle for the choice discussion on the individuals preferences and share decisions on the most appropriate options for their care, both day to day and in advance statements.
- Care planning will record the wishes and preferences of people who use the services when they are relatively well to inform their care and treatment when they are unwell or in crisis
- Care Act assessment and support planning will be required for use of LBTH funded services and provision.
- A choice of date, will be offered to people who use the services. Sometimes there will be limitations to choice due to assessed risk factors
- Choice of appropriate treatments and interventions
- Choice of care coordinator in respect of ethnicity and gender where possible
- Service users and carers made aware of Crisis House and associated services.
- Translation

Care pathways

Identify: partnerships transitions and interfaces between services and agencies

- All specialist secondary services
- Community Teams (Older Adult)
- Transition from Community Teams (CAMHS)
- People with Mental Health Needs (LD)
- LBTH Services

Discharge process

- Planning should begin on acceptance, identifying what is required to enable discharge. People who use the services should be given clear information on simple access routes back to service in the event of any problems.
- All discharges from the service are completed in accordance with the Care Programme Approach and Care Act if receipt of LBTH funded or provided services.
- The patient, their carers and the GP's will be invited to the discharge planning process of CPA cases.
- All discharges will be in line with legislation, directives from government agencies and local policies and procedures. Discharges will be discussed and recorded at the Review meeting.
- When a patient is discharged from the Service, a discharge letter will be sent to the GP within 5 working days.

Training/ Education/ Research activities

In conjunction with the Team Manager all staff identify their particular training needs; for example housing, benefits, safeguarding adults and children, medication management, cultural competency.

It is recognised that continual professional development is a key element of ensuring the delivery of the highest possible quality of service.

All new staff will attend an induction programme.

Staff will attend statutory / mandatory training sessions including Fire; Health & Safety; Assessment & Management of Risk; medicines management if appropriate for LBTH staff,

Child Protection, Protection of Vulnerable Adults/Safeguarding, Cultural Awareness.
 The Team will have regular team building days for the purpose of reviewing activities, policies and team building.

Performance Indicators

<i>Performance Indicators</i>	Method of Measurement/ information requirement
Increase the number of people who use the services who work paid or Unpaid.	Quarterly report
Increase the number of people who use Direct Payments (Social Care & Health)	Quarterly report
Decrease the number of people receiving a Social Care service from the CMHTs and associated number of Care Act or S117 compliant Reviews	Quarterly report
Increase in move-on rates from the 214 units of supported housing and placement reduction	Quarterly report
Social Workers RIO caseload integrates with Frameworki records	Quarterly report
Increase the number of AMHPS across the CMHT's per annum by 2	Yearly report
Numbers of carers receiving a carers assessment	Quarterly report

ANNEX 2: SPECIFICATION FOR HOUSING LINK SCHEME

OVERVIEW OF INTEGRATED PROVIDER SCHEME

The Housing LINK service is designed to support individuals with housing problems across Tower Hamlets working in partnership with other agencies to provide housing solution-focussed service to service users. It is recognized that housing and homelessness reduction is integral to mental health and substance misuse treatment and care and support. Housing LINK offers specialist housing interventions in support of main stream LBTH housing services. Housing LINK is a specialised team comprising of social care and housing staff. Housing LINK is responsive to the whole of an individual's housing needs, including health needs in primary and secondary healthcare, which includes substance misuse and associated issues which create difficulties to maintain tenancies. Housing LINK intervenes with social and legal situations which threaten housing by offering a holistic package of support which is linked to specialist advice and a wide network of service provision. Housing LINK work closely with CMHT's, OPCMHT, service users and carers, Homeless GP services (E1) and homeless outreach services. It is also linked to LBTH Hostels among other key partnerships including voluntary organisations.

This scheme is intended to ensure that particular local authority functions that are the responsibility of the Local Authority, with regard to the provision of housing are carried out within the integrated teams such as CMHT's and OPCMHT's while offering specialist service interventions on the most complex cases including DTOC cases. A degree of 'custom and practice' within the integrated arrangements has allowed Housing LINK to require a refresh in terms of its linkages and responses to the mental health and learning disability integrated services in Tower Hamlets,

The intention is the planning and delivery of the Housing LINK functions will be through the systems and processes necessary for integrated mental health care under the National Health Service Act 2006.

Through the joint management board the partners aim will be to develop the efficiency of the Housing LINK service to our communities which will involve an increased attention to inpatient wards for housing support and advice to assist DTOC issues and reduce delays. This will mean an improved personal experience for service users and carers across the integrated services.

Modern mental health care requires an integrated approach drawing on the expertise of medical, psychological and social disciplines in the pathways of care. Housing LINK by offering housing specialised services to assist those at risk of eviction and assist those gaining accommodation within the integrated services.

To achieve improved housing outcomes the intention is Housing LINK are integrated into the wider Recovery Approach and via the supported housing offer examine the delivery of Self Directed Support within the specialist supported housing provision including the Hostel sector. This approach is required to be interwoven into practice and during the initial period of this scheme refresh will be a priority in the development of the service.

Over a number of years, the Trust and the Local Authority have worked together successfully developing mental health services and improving the voice and influence of people who use the services and initiating Recovery working within the service. The Housing LINK scheme aims to be another support to the mental health and learning disability pathways.

INTEGRATED PROVIDER SCHEME MANAGER

Borough Director (ELFT), Deputy Borough Director (ELFT) Service Manager (ELFT/LBTH)

AIMS AND OUTCOMES

Housing LINK will further work together with the CMHT's, Inpatient wards and OPCMHT to ensure improved partnership working with housing providers including LBTH homeless services and increased oversight on tenancy management across the integrated teams. The other aspect of improvements to DTOC within the inpatient wards and avoidance of homelessness

The aims and outcomes are more specifically expressed within the Service Specification in place.

The performance monitoring of service delivery will occur in the Joint Management Board on a quarterly basis. Issues will also be reported for action through the Joint Management Board. Exception reports will be produced where performance is likely to have a significant adverse effect on performance especially DTOC reporting.

The Joint Management Board will on a quarterly basis evaluate service delivery and report as required into the relevant management meetings within the two organisations.

Allocation of Resources and Financial Assessment

The Housing LINK service will assess individual needs and based upon these assessments and in relation to local authority social care eligibility criteria make appropriate recommendations to the relevant CMHT or OPCMHT for the following services for example

- Self-Directed Support
- Residential Care/Extra Care
- Supported Housing
- Domiciliary Care
- Emergency accommodation.
- One off payments: food, heating/lighting, transport.

Payments will still remain the responsibility of the Local Authority.

Charging policy

People who use the services may be required to pay for local authority funded care packages through the financial assessment process. Financial assessments determine the client's liability to pay charges for Local Authority social care services. The Trust must ensure that staff within the Housing LINK service collect all relevant information and send it to the Local Authority in an accurate and timely manner to enable the Local Authority to make such financial assessments and make appropriate charges if required.

FUNCTIONS INCLUDED

The functions included in this scheme are the social care functions of the Local Authority prescribed under regulation 6 of the Regulations and relevant Housing Act requirements with the inclusion if required of the following:

- the functions of providing or securing the provision of recreational facilities under s19 of the Local Government (Miscellaneous Provisions) Act 1976;
- the functions of local authorities under the Education Acts as defined in s57 of the Education Act 1996;
- the functions of local housing authorities under Part 1 of the Housing Grants, Construction and Regeneration Act 1996 and under Parts VI and VII of the Housing Act 1996;
- the functions of local authorities under s126 of the Housing Grants, Construction

- and Regeneration Act 1996;
- the functions of waste collection or disposal under the Environmental Protection Act 1990;
- the functions of providing environmental health services under sections 180 and 181 of the Local Government Act 1972;
- the functions of local highway authorities under the Highways Act 1980 and s39 of the Road Traffic Act 1988; and
- the functions under section 63 (passenger transport) and s93 (travel concession schemes) of the Transport Act 1985.

For the avoidance of doubt, this scheme may include the function of charging for the following Local Authority Social Care Functions:

- accommodation under the Care Act 2014 and

The main policy and statutory functions covered by this scheme are:

- the exercise of aftercare functions (S117) under the Mental Health Act 1983;
- the assessment of individual needs for social care services under the Care Act 2014.
- Provision of accommodation via the Housing Act 2010 following discharge from an inpatient setting the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- the duties and functions of the Local Authority under the Community Care (Delayed Discharge) Act 2003;
- Safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

- Assessment and Case Management
- Social Work Services
- Housing and Homeless Service

ELIGIBILITY CRITERIA AND ASSESSMENT CRITERIA

- Care Act Eligibility Criteria
- Homelessness and Housing (local LBTH policies)
- CPA
- MHA/S117

GOVERNANCE ARRANGEMENTS

The governance and accountability framework to improve effectiveness, strengthen performance, provides consistency and reduces risk will be delivered through the established Trust and Local Authority Governance Fora.

FINANCIAL RESOURCES

Financial Year 2019/2020

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)
Aligned budget	£0.00	107,000

The figures above are for the full year 1 April 2019 to 31 March 2020.

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

STAFF

Local Authority staff to be made available to the arrangements

The Cost of the staff are payable from the Local Authority's contributions

Funded Establishments (2019/2020)

	FTE
Manager	1
Senior Professional Lead	0
Professional Housing Worker	1
Direct staff costs	2

The Cost of the staff are payable from the Local Authority's contributions

In addition the Parties will agree the management and administration staff of the Local Authority which will be made available to the arrangements and which will be funded from the management costs within the Local Authority Aligned Budgets in accordance with Clauses 28.3 and 28.4

Trust staff to be made available to the arrangements Funded Establishments (2019/2020)

WTE: 0

OTHER RESOURCES

Local Authority Contribution

	Details	Charging arrangements	Comments
	London Borough Tower Hamlets buildings Moving to Integrated Mental Health Service		
Premises			
Assets and equipment	The Local Authority is responsible for providing servicing, upgrading and replacement of any assets, equipment and IT database systems (other than RIO) currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time).	LBTH	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution	LBTH	

Trust Contribution

	Details	Charging Arrangements	Comments
	East London (NHS) Foundation Trust buildings occupied by Integrated Mental Health staff, health and social care		
Premises	Burdett House- Mile End Hospital	No Charges	
Assets and equipment	The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment, IT Database (RIO) systems currently provided by it which are used for Trust staff (unless this is otherwise agreed between the Parties from time to time).	No Charges	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Local Authority will be making a similar contribution	No Charges	

OTHER PROVISIONS (INCLUDING ANY VARIATIONS TO THE PROVISION OF THE AGREEMENT)

(A) Use of Framework to aid linkages to LBTH Housing.

ANNEX 3: SPECIFICATION FOR THE LEARNING DISABILITY SCHEME

OVERVIEW OF INTEGRATED PROVIDER SCHEME

The Community Learning Disability Service is a specialist service designed to support individuals with a confirmed diagnosis of a Learning Disability. The service works with those who have complex health and behavioural issues as well as providing advice regarding appropriate management for professionals and teams in the community and for services providing for this population. People who use the services are adults aged 18 years and over who have a diagnosis of a Learning Disability. Most service users are known to services including LBTH Education services due to the diagnosis at an early age for almost the entire cohort within the service. The Learning Disability Service is a specialised multi-disciplinary team comprising health and social care staff. The teams within the service work closely with GP's, Mental Health Teams, Education service users and carers and other key partnerships including voluntary organisations.

This scheme is intended to ensure that particular local authority functions that are the responsibility of the Local Authority are within the integrated teams of the Learning Disability Service. This will be done within the integrated management arrangements, which was originally put into place under the prior integrated working arrangements including shared LBTH and ELFT senior management.

The planning and delivery of these functions will be through the systems and processes necessary for being a successful Foundation Trust under the National Health Service Act 2006.

Through the joint management board the partners to this scheme will aim to continually develop the efficiency of the Learning Disability Service to the communities within Tower Hamlets. This approach intends to build an improved personal experience for service users and their family members and/or carers as highlighted within the LBTH/THCCG Learning Disability joint commissioning strategy.

Learning Disability services requires an integrated approach drawing on the expertise of medical, psychological and social disciplines in the pathways of care and the delivery of support.

Personalisation through the delivery of Self Directed Support is a key objective. These are to be interwoven into operational practice. During the initial period of this scheme it will be a priority in the development of the service given the joint commissioned Learning Disability Strategy for Tower Hamlets requirements and need to adjust the service offer to reflect local priorities.

Over a number of years, the Trust and the Local Authority have worked together successfully developing mental health services and intend to replicate this arrangement within Learning Disabilities. The aim is on improving the voice and influence of service users and initiating self-directed support as a key mechanism to deliver associated outcomes within the strategy. This scheme aims to support collaboration and build upon it to achieve an improved person centred service based on ensuring staff are undertaking jointly agreed commissioning requirements.

INTEGRATED PROVIDER SCHEME MANAGER

Borough Director (ELFT), Deputy Borough Director (ELFT) Service Manager (LBTH/ELFT)

AIMS AND OUTCOMES

In accepting the above the partners to this scheme will further work together to ensure the six outcomes of the joint Learning Disability commissioning strategy are part of the operational working of the service. The particular outcomes are more specifically expressed within the Service Specification in place.

The performance monitoring of service delivery and issues will be reported for action through the Joint Management Board. Exception reports will be produced where performance is likely to have a significant adverse effect on performance.

The relevant ELFT senior manager will evaluate service delivery in terms of Tower Hamlets operational/performance requirements and report into the Operational Management Board.

Allocation of Resources and Financial Assessment

The integrated teams will assess individual needs and based upon these assessments and in relation to local authority social care eligibility criteria make appropriate recommendations to the best practice forum for the following services for example

- Direct Payments
- Self-Directed Support
- Residential Care
- Domiciliary Care
- Other LBTH funded services

Payments will remain the responsibility of the Local Authority.

Charging policy

People who use the services may be required to pay for local authority funded care packages through the financial assessment process. Financial assessments determine the client's liability to pay charges for Local Authority social care services. The Trust must ensure that staff within the integrated teams collect all relevant information and send it to the Local Authority in an accurate and timely manner to enable the Local Authority to make such financial assessments and make appropriate charges.

FUNCTIONS INCLUDED

The functions included in this scheme are the health functions of the Trust prescribed under regulation 5 of the Regulations as follows

NHS Health & Social Care Related Functions of the Trust

SI 617 (2000), SI 2828(2008), SI 3166 (2008), SI 278 (2009), SI 1000 (2010), SI 3094 (2012)

(a) the functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the National Health Service Act 2006, as amended by the Health and Social Care Act 2012, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services; and

(b) The functions of providing the services referred to in paragraph (a), pursuant to arrangements made by a clinical commissioning group or NHS England

(c) The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983; and

(d) The functions of providing services referred to in paragraph (c) pursuant to arrangements made by a clinical commissioning group or NHS England

(e) The functions under Schedule A1 of the Mental Capacity Act 2005.

(f) The functions of making direct payments under: (i) section 12A (1) of the NHS Act 2006 (direct payments for health care); and (ii) the NHS (Direct Payments) Regulations 2010.

, The Social Care functions of the Local Authority prescribed under regulation 6 of the Regulations

with the inclusion of the following if required:

- the functions of providing or securing the provision of recreational facilities under s19 of the Local Government (Miscellaneous Provisions) Act 1976;
- the functions of local authorities under the Education Acts as defined in s57 of the Education Act 1996;
- the functions of local housing authorities under Part 1 of the Housing Grants, Construction and Regeneration Act 1996 and under Parts VI and VII of the Housing Act 1996;
- the functions of local authorities under s126 of the Housing Grants, Construction and Regeneration Act 1996;
- the functions of waste collection or disposal under the Environmental Protection Act 1990;
- the functions of providing environmental health services under sections 180 and 181 of the Local Government Act 1972;
- the functions of local highway authorities under the Highways Act 1980 and s39 of the Road Traffic Act 1988; and
- The functions under section 63 (passenger transport) and s93 (travel concession schemes) of the Transport Act 1985.

For the avoidance of doubt, this scheme does include the function of charging for the following Local Authority Functions:

- social care services provided under the Care Act 2014 and
- Social care services provided via Autism Act 2011, Mental Capacity Act 2008, Carers Act and Children and Families Act.

The main policy and statutory functions covered by this scheme are:

- the exercise of functions under the Mental Health Act 1983;
- The assessment of individual needs for social care services under the Care Act 2014.
- the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- The exercise of functions of the relevant clinician under ELFT policy and governance and professional regulation.
- the provision of an Approved Mental Health Professional (AMHP) service, subject to the approval of individual AMHPs by the Local Authority under s114 of the Mental Health Act 1983; and
- Safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

- Assessment and Case Management
- Social Work Services
- Approved Mental Health Professional Services

ELIGIBILITY CRITERIA AND ASSESSMENT CRITERIA

- LBTH Adult Eligibility Criteria
- ELFT Eligibility Criteria

GOVERNANCE ARRANGEMENTS

The governance and accountability framework to improve effectiveness, strengthen performance, provides consistency and reduces risk will be delivered through the established Trust and Local Authority Governance Fora.

FINANCIAL RESOURCES

Financial Year 2019/2020

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)
Aligned budget		£919,800
		£348,700 (Day Centre)

The figures above are for the full year 1 April 2019 to 31 March 2020.

Financial resources in subsequent years to be determined in accordance with the Agreement and the Parties will contribute a pro rata proportion for the period from the Commencement Date to 1 April 2020.

(Please see finance appendix at Annex 9.1)

STAFF)

Local Authority staff to be made available to the arrangements

Funded Establishments (2019/2020)

Social Worker
Support Worker
Senior Practitioner
Manager
Admin

Direct staff:

The Cost of the Staff are payable from the Local Authority's contributions (a number are p/t).

In addition the Parties will agree the management and administration staff of the Local Authority which will be made available to the arrangements and which will be funded from the management costs within the Local Authority Aligned Budgets in accordance with Clauses 28.3 and 28.4

Trust staff to be made available to the arrangements

Funded Establishments (2019/2020)

FTE

SALT
Occupational Therapists
Physiotherapists
Art Therapist
Nursing Staff
Psychologists

Admin staff
Total

The Cost of the Staff are payable from the Trust's contributions

In addition the Parties will agree the management and administration staff of the Trust which will be made available to the arrangements and which will be funded from the management costs within the Trust Aligned Budgets in accordance with Clauses 28.3 and 28.4

OTHER RESOURCES

Local Authority contribution

	Details	Charging arrangements	Comments
	London Borough Tower Hamlets buildings Moving to Integrated Learning Disabilities Service		
Premises			
Assets and equipment	The Local Authority is responsible for providing servicing, upgrading and replacement of any assets, equipment and IT database systems (other than RIO) currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time).	LBTH	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution	LBTH	

Trust Contribution

	Details	Charging Arrangements	Comments
	East London (NHS) Foundation Trust buildings occupied by Integrated Learning Disabilities Service, health and social care		
Premises	Beaumont House- Mile End Hospital	No Charges	
Assets and equipment	The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment, IT Database (RIO) systems currently provided by it which are used for Trust staff (unless this is otherwise agreed between the Parties from time to time).	ELFT	
Contracts	None		
Central support	Reasonable financial, human resources, information technology	ELFT	

services	support, training and other central resources to support the Arrangements on the basis that the Local Authority will be making a similar contribution		
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OTHER PROVISIONS (INCLUDING ANY VARIATIONS TO THE PROVISION OF THE AGREEMENT)

None.

Service Specification for Learning Disability Scheme

Service/ Care pathway	LEARNING DISABILITY SERVICE
Commissioner Lead	JOINT COMMISSIONING LBTH/THCCG
Provider Lead	ELFT
Period	
Date of Review	

1. Purpose

1.1 Policy context

The Learning Disability Service offers services to people with complex and/or severe learning disabilities who require specialist support and clinical interventions. The Service is available to adults aged 18 years and over who suffer from a learning disability. In addition the requirement is the learning disability is complex or severe and the service user should be able to benefit from the interventions the Service is able to offer.

1.2 Local strategic context

The Learning Disabilities Service is a specialised multi-disciplinary team comprising health and social care staff. It is the central element of an integrated service model of care for Adults with a learning disability. The Learning Disability service work closely with GP's, service users and carers and other key partnerships including voluntary organisations.

1.3 Aims, objectives and scope

The primary purpose of the service is to:

- To provide a person centred community service to people with a learning disability.
- To provide liaison, advice and support to Community Mental Health Teams, LBTH and primary care community teams, in-patient services, where they are providing care for people with a learning disability and to provide specialist assessment and advice which has been requested.
- To provide support, liaison and joint working with professionals working within the Criminal Justice System (including Probation) and Statutory Agencies.
- To provide advice and support to service users (and their carers) regarding housing and support options in the community.

- To undertake direct clinical work with service users with a learning disability.
- To offer professional support and advice to carers and care providers when requested regarding service users who have challenging behaviour or health care needs.
- To ensure the commissioning outcomes of the Learning Disability Strategy are integrated into the work of the service.
- Ensure all service users and carers receiving LBTH funded services or provision are assessed under the Care Act and are reviewed within 12 months.
- To continue to develop day opportunities in line with the commissioning strategy
- Provide appropriate health and social care service in order to promote inclusion so that service users can lead as independent lives as possible within the community.
- Offer assessments to carers and appropriate services to assist in maintaining their ability to continue caring or support where they are unable to continue in a carer role
- To provide professional advice to GP's and other health or social care agencies, and develop relationships with voluntary groups working with people who use the services.
- Manage the interface between other secondary care services and other services in the pathway, ensuring access is achieved for people who use the services and referrers
- To provide a needs-led, person centred approach to people who use the services, carers and their families in line with the commissioning strategy which promotes social inclusion and acknowledges social care issues and the statutory requirements.
- To promote independence and health promotion to people who use the services.
- To work in partnership with voluntary and statutory agencies, to enable people who use the services to remain part of their local community and increase rates of employment.
- Signposting to services to support people around employment, education, and social interaction and service user support.
- Specialist clinical assessments and consultation and advice.
- Provide care packages and placements after assessment where appropriate
- Specialist psychological assessment and interventions
- High quality specialised risk assessments and risk plans for service users assessed at risk
- Appropriate use of care plans to deliver a holistic service including S117 responsibilities for LBTH and THCCG
- Link management or care coordination where appropriate for clients who meet the service criteria, and are commissioned by NHS Tower Hamlets Clinical Commissioning Group (THCCG), who are currently receiving care at specialised hospital, treatment centre or residential unit. Such placements may not be in Tower Hamlets.
- Co-operation with local MAPPA Protocol including attendance.
- Assessment including MHA , signposting and linking to services (where appropriate) to meet the assessed needs of service users
- Provide a culturally competent service, including ready access to interpreter services for minority languages and British Sign Language

2. Days and Hours of Operation

Mondays to Fridays 9:00 a.m.-5:00 p.m.

3. Referral processes

Referral source:

- Written referral from GP's, core services within the Trust and LBTH including Education.
- Referrals may originate from external agencies for those people for whom LBTH or THCCG would hold responsibility; meet the service criteria and who have hitherto not been linked to ELFT. For example, persons who have been detained under Section of the Mental Health Act. Education Placements, Specialist Hospitals and Nursing Homes.
- Referrals for consultation and advice may originate from CMHT's, Children and Families Services and Education.

4. Response times

Waiting times: Aim new referrals for first appointments within four weeks of acceptance of the referral.

5. Acceptance and Exclusion criteria

Age: From age 18. Transition protocols will require Learning Disability Service involvement before 18 in appropriate cases.

Exclusion criteria

- People not registered with a GP with THCCG or non-resident in LBTH.
- Persons who do not meet the eligibility criteria of Learning Disability

Discharge process

Discharge requirements: Discharge is based on reduction of risk, managed behaviour, and is planned through the Care Act discharge protocol if receiving LBTH Services.

Discharge destination: This is based on the individual's needs at the time of discharge, and may involve transfer to a team or service not in Tower Hamlets (where the service user or others acting on best interest makes a permanent change of address),

6. Interdependencies with other services

Internal connections to other services:

- Community Mental Health Teams/Secondary MH Services
- Community Health & Social Care Services
- 24/7 Hostels/Placements
- Drug and Alcohol Services
- GP's
- LBTH Children and Families Service
- LBTH Community Safety
- LBTH Safeguarding

External connections to other services:

- Police/Appropriate Adult
- LBTH Housing
- THCCG
- Privately run residential and supported housing facilities
- MAPP
- Probation
- Voluntary Groups/Services
- Service User & Care Groups

7. Location of service

The Community Learning Disability Service is an ELFT service currently in three team's being based at Mile End Hospital, Tower Hamlets.

Performance Indicators

<i>Performance Indicators</i>	Method of Measurement/ information requirement
Increase the number of people who use the services who are reviewed within a year.	Quarterly report
Increase the number of people who use Direct Payments (Social Care & Health)	Quarterly report
Increase in move-on rates from out of borough supported housing and residential care in the service into Tower Hamlets..	Quarterly report
LBTH Social Workers caseload numbers on RIO integrates with Frameworkki records	Quarterly report
Numbers of carers receiving a carers assessment	Quarterly report

ANNEX 4: SPECIFICATION FOR OLDER ADULTS MENTAL HEALTH SCHEME

OVERVIEW OF INTEGRATED PROVIDER SCHEME

The Older Adults Mental Health Services role is designed to support individuals with severe and enduring mental health problems and also those people suffering from dementia to achieve independence and support as far as possible. The aim is provide the guidance and interventions to enable recovery when appropriate and support those with dementia and their carers. The Older People Community Mental Health Team (OPCMHT) acts as the main gateway to specialist secondary mental health services if required. The OPCMHT service is a specialised multi-disciplinary team comprising health and social care staff. It is the central element of an integrated service model of care in the Older Adult Mental Health pathway. The OPCMHT work closely with GP's, service users and carers and other key partnerships including voluntary organisations.

This scheme is intended to ensure that particular local authority functions that are the responsibility of the Local Authority, with regard to the provision of older people's mental health services are carried out within the integrated teams of the Trust. This will be done within the integrated management arrangements, which was originally put into place under the previous Secondment Agreement.

The planning and delivery of these functions will be through the systems and processes necessary for being a successful Foundation Trust under the National Health Service Act 2006 and via the requirement to undertake the statutory requirements of the Care Act.

Through the joint management board the partners to this scheme aim to continually develop the efficiency of the mental health service to the local communities. This as per the Tower Hamlets Mental Health Strategy will lead to an improved personal experience for service users and their carers.

Modern mental health care requires an integrated approach drawing on the expertise of medical, psychological and social disciplines in the pathways of care.

Central vehicles to achieve these outcomes are the Recovery Approach and Personalisation through the example the delivery of Self Directed Support. These are interwoven in practice and during the initial period of this scheme will be a priority in the development of the service.

Over a number of years, the Trust and the Local Authority have worked together successfully developing mental health services, implementing local mental health strategies, improving the voice and influence of people who use the services and initiating personalisation within the service. This scheme aims to support this collaboration and build upon it to achieve a person centred service as highlighted within the Mental Health Strategy for Tower Hamlets 2014-2019.

INTEGRATED PROVIDER SCHEME MANAGER

Borough Director (ELFT), Deputy Borough Director (ELFT) Service Manager (LBTH/ELFT)

AIMS AND OUTCOMES

In accepting the above modern mental health care requirements the partners to this scheme will further work together to ensure the outcomes within the mental health strategy:

These are more specifically expressed within the Service Specification in place.

The performance monitoring of service delivery will occur via a report for oversight/action through the Joint Management Board. Exception reports will be produced where performance is likely to have a significant adverse effect on performance.

The Joint Management Board will on a quarterly basis to evaluate service delivery and report into the joint commissioning Executive/Leadership Team.

Allocation of Resources and Financial Assessment

The integrated teams will assess individual needs and based upon these assessments and in relation to local authority social care eligibility criteria make appropriate recommendations to the best practice forum for the following services for example

- Direct Payments
- Self-Directed Support
- Residential Care/Extra Care Housing
- Nursing Care
- Domiciliary Care
- Other funded LBTH/THCCG services.
- S117 joint funded services.

Payments will still remain the responsibility of the Local Authority via current THCCG agreements.

Fairer charging policy

Service users and carers may be required to pay for Local Authority funded care packages through the financial assessment process. Financial assessments determine the client's liability to pay charges for Local Authority social care services. The Trust must ensure that staff within the integrated teams collect all relevant information and send it to the Local Authority in an accurate and timely manner to enable the Local Authority to make such financial assessments and make appropriate charges.

FUNCTIONS INCLUDED

The functions included in this scheme are the health functions of the Trust prescribed under regulation 5 of the Regulations, and Social Care functions of the Local Authority prescribed under regulation 6 of the Regulations and may require subject to assessment the following:

- the functions of providing or securing the provision of recreational facilities under s19 of the Local Government (Miscellaneous Provisions) Act 1976;
- the functions of local authorities under the Education Acts as defined in s57 of the Education Act 1996;
- the functions of local housing authorities under Part 1 of the Housing Grants, Construction and Regeneration Act 1996 and under Parts VI and VII of the Housing Act 1996;
- the functions of local authorities under s126 of the Housing Grants, Construction and Regeneration Act 1996;
- the functions of waste collection or disposal under the Environmental Protection Act 1990;
- the functions of providing environmental health services under sections 180 and 181 of the Local Government Act 1972;
- the functions of local highway authorities under the Highways Act 1980 and s39 of the Road Traffic Act 1988; and
- the functions under section 63 (passenger transport) and s93 (travel concession schemes) of the Transport Act 1985.

For the avoidance of doubt, this scheme includes the function of charging for the following Local Authority Social Care Functions:

- Social Care services provided under the Care Act 2014.
- services provided under the Mental Capacity Act 2008.

The main policy and statutory functions covered by this scheme are:

- the exercise of functions under the Mental Health Act 1983;
- the assessment of individual needs for social care services under the Care Act 2014;
- the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- Duties under the Mental Capacity Act 2005
- the duties and functions of the Local Authority under the Community Care (Delayed Discharge) Act 2003;
- the provision of an Approved Mental Health Professional (AMHP) service, subject to the approval of individual AMHPs by the Local Authority under s114 of the Mental Health Act 1983; and
- Safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

- Assessment and Care Management
- Social Work Services
- Approved Mental Health Professional Services
- Older Peoples Community Mental Health Team

ELIGIBILITY CRITERIA AND ASSESSMENT CRITERIA

ELFT Older Peoples Eligibility Criteria
LBTH Adults Eligibility Criteria

GOVERNANCE ARRANGEMENTS

The governance and accountability framework to improve effectiveness, strengthen performance, provides consistency and reduces risk will be delivered through the established Trust and Local Authority Governance Fora.

FINANCIAL RESOURCES

(Please see finance appendix at Annex 8.3)

Financial Year 2019/2020

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)
Aligned budget		

The figures above are for the full year 1 April 2019 to 31 March 2020

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

STAFF

Local Authority staff to be made available to the arrangements

Funded Establishments (2019/2020)

WTE

Manager
Senior Practitioner
AMHP
Social Worker
Support Worker
Admin

Direct staff

The Cost of the staff are payable from the Local Authority's contributions
In addition the Parties will agree the management and administration staff of the Local Authority which will be made available to the arrangements and which will be funded from the management costs within the Local Authority Aligned Budgets in accordance with Clauses 28.3 and 28.4

Trust staff to be made available to the arrangements

Funded Establishments (as at 1st April 2019)

WTE

Nursing Staff

Admin staff

Occupational Therapists

Psychologists

The Cost of the staff are payable from the Trust's contributions

In addition the Parties will agree the management and administration staff of the Trust which will be made available to the arrangements and which will be funded from the management costs within the Trust Aligned Budgets in accordance with Clauses 28.3 and 28.4

OTHER RESOURCES

Local Authority contribution

	Details	Charging arrangements	Comments
	London Borough Tower Hamlets buildings Moving to Integrated Mental Health Service		
Premises			
Assets and equipment	The Local Authority is responsible for providing servicing, upgrading and replacement of any assets, equipment and IT database systems (other than RIO) currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time).	LBTH	
Contracts	None	No charges	
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution	LBTH	

Trust Contribution

	Details	Charging Arrangements	Comments
	East London (NHS) Foundation Trust buildings occupied by Integrated Mental Health staff, health and social care		
Premises	The Robinson Centre - Mile End Hospital	No Charges	
Assets and equipment	The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment, IT Database (RIO) systems currently provided by it which are used for Trust staff (unless this is otherwise agreed between the Parties from time to time).	ELFT	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Local Authority will be making a similar contribution	ELFT	

OTHER PROVISIONS (INCLUDING ANY VARIATIONS TO THE PROVISION OF THE AGREEMENT)

None.

Service specification for Older People's Mental Health Scheme

Service Specification:

Client Group Section:	OLDER ADULTS
Pathway:	COMMUNITY
Service Title:	COMMUNITY MENTAL HEALTH TEAMS

1. Service Description & Aims

Older People Community Mental Health Teams (OPCMHTs) for Older Adults provide community services (including Memory Clinic) and in-put to day services to the older adult population of Tower Hamlets. CMHTs for older people and their carers are multi-disciplinary teams working in partnership with other health, social care, housing and community agencies in order to provide mental health assessment, care and treatment for people living at home or in care homes and support for their carers. Each team consists of psychiatrists, social workers, community mental health nurses, community occupational therapists, psychologists. The OPCMHTs promote mental health and social inclusion. This is achieved through individual work with clients as well as through assessment, treatment and provision of therapeutic group work. The Teams also provide mental health support, training and advice to staff within local day centres working in partnership with LBTH, carers groups, registered care homes and the voluntary sector.

The aim of the OPCMHT's is to:

- Assist service users via treatment and diagnosis with severe and enduring mental health problems to maintain or improve their quality of life
- To maintain or improve service users to live independently and manage their condition.
- Support carers in their needs and role by providing information, advice and assessment and appropriate provision of their needs via care planning and service provision
- To work in partnership with voluntary and statutory agencies
- Enable people who use the services to maintain their quality of life.
- Utilise all community and service user assets.
- Assisting carers to care and build understanding of the service user's condition/s.
- Medication management.

2. Service Client Group

Age Group

- 65 years and over with mental health issues and in exceptional circumstances younger onset dementia based on assessment of need and in consultation with CMHT's/GP's/MDT

Need

- Functioning is severely affected by serious mental illness and problems exist in other health and social care domains

Priority

- Urgent and emergency
- Complex needs
- At risk of hospital admission

Exclusions

- People not resident within Tower Hamlets /not meeting Care Act residency criteria
- Acquired brain injury
- Huntington's Chorea
- Primary need of substance misuse
- Mental Capacity Act Assessments from other services
- Non client specific liaison, training and education to care homes, other than where team have identified need specific to person receiving service
- National protocols will be followed for Overseas people who use the services and illegal immigrants

3. Service Access

Referral Source

- GP/Primary Care
- Referrals via other agencies will be considered via the MDT referral meeting

Operational Hour Location

Weekdays between 9.00am and 5.00pm

Waiting Times

OPCMHT –

- Routine Referrals: response in 28 working days with appointment.
- Urgent Referrals: to be seen within 5 working days of referral
- Emergency Referrals: Assessment within same day (Mon-Fri 9-5, as no weekend or evening service) – in working hours the OPCMHT will arrange the assessment.
- Advice will be given on team answer phone regarding out of hour arrangements. Emergency out of hour's assessments will be conducted via RAID/EDT. Emergency requests for assessment under Mental Health Act should be passed to the OPCMHT Manager.

Choice

- Care professionals have a responsibility to discuss different options that are available to people as they enter services, either in primary or secondary care
- The Care Programme Approach whenever appropriate, or support planning process via Care Act will be the vehicle for the choice discussion on the individuals preferences and share decisions on the most appropriate options for their care, both day to day and in advance (advance statements) and to prompt discussion of direct payments
- Case planning will record the wishes and preferences of people who use the services when they are relatively well to inform their care and appropriate treatment when they are unwell or in crisis
- Choice of older people community mental health services:-
 - a. A choice of appointment will be offered to people who use the services. Sometimes there will be limitations to choice due to assessed risk factors
 - b. Choice of appropriate treatments and interventions
 - c. Choice of care coordinator in respect of ethnicity and gender where possible and reasonable

4. Service Components

Key Functions

- Screen referrals
- Respond and manage crisis in normal working hours
- Multi-disciplinary psychosocial assessment and care planning to meet assessed needs
- Carer advice and support
- Care Act assessment and support planning
- Care coordination
- Risk assessment and risk management
- Effective inter-agency working
- Treatment and medication

Core Services

- Multidisciplinary psychosocial interventions
- Culture and gender sensitive delivered services including access to translation services
- Specialist mental health support to day services
- Specialist mental health support to people in their homes

Added Value

- Link with community/voluntary sector increasing awareness of mental health issues

5. Individual Care Pathway

Assessment

- Standard integrated assessment to ensure Care Act compliance
- Contribute mental health components to assessments for funded nursing care and fully funded NHS continuing care for OPCMHT eligible clients
- Neuropsychological assessments for people with suspected dementia when appropriate
- Joint care with substance misuse services for people who need treatment/support due to risk
- Psychopathology assessment

Intervention Available

- Medication
- Structured psychological therapies
- Therapeutic activities
- Activities to relearn and maintain daily activities of living/life skills
- Behaviour management advice related to mental health problems
- Health promotion
- Discharge planning from acceptance
- Information, advice and support to families and carers
- Relapse prevention
- 7 day discharge follow up
- Memory screening
- Re-ablement services
- Advice to GP's where further physical interventions /diagnostic investigations are required

Individual Review

- Formal reviews, incorporating access to mainstream services, risk status, mental health status, social status and physical health status

- Reviews should be regular and held at a frequency appropriate to individual need
- Via Care Planning Approach for all appropriate service users

Care Coordination

- Planning should begin on acceptance, identifying what is required to enable discharge. The review process should continually refresh this. Simple re-referral routes to return to services when appropriate should be maintained.

Discharge Requirements

- Planning should begin on acceptance, identifying what is required to enable discharge. People who use the services should be given clear information on simple access routes if required back to service in the event of problems
- All discharges from the service are completed in accordance with the Care Programme Approach and Care Act discharge requirements including S117 discharge.
- The service user, their carers and the GP's will be invited to the discharge planning process of CPA cases.
- All discharges will be in line with Care Act legislation, directives from government agencies and local policies and procedures.
- Discharges will be discussed and recorded at the MDT Review meeting.
- When a service user is discharged from the Service, a discharge letter/ summary will be sent to the GP as per ELFT protocol.

Discharge Destination

- Primary care/GP
- LBTH Adult care long term services.

6. Connection to Other Services

- In-Patient Treatment Unit
- Specialist Therapies i.e. psychotherapy, specialist psychology
- GPs
- Social and Community Services
- Care Homes
- Day services
- Intermediate Care Teams
- Acute Hospitals
- Volunteers/Befriends
- Faith Groups
- Advocacy
- Carer Services
- Police
- Voluntary Sector organisation

7. Performance

- Referrals
- New Assessments
- Number on CPA
- Numbers receiving LBTH services via the Care Act
- Care Act compliant reviews
- RIO Caseload integrates with LBTH Framework for LBTH staff
- DTOC

Standards

Work in line with the:

- Comply with quality requirements (specified schedule 3)

- Intermediate and NHS continuing care protocol
- Communicate outcomes of assessments to the service user and referrer.
- Systems in place that ensure records are managed via RIO and Framework
- Clinical governance arrangements and legislation / assessments to be adhered to
- Supervision, appraisal, training & personal development takes place for staff and regularly monitored
- Mental Capacity and Safeguarding Adults Guidelines regularly reviewed and applied to all people who use the services
- Complaints Procedures are communicated to all staff, people who use the services and carers.
- Adherence with relevant Health & Safety legislation
- SCIE and NICE Guidance on Dementia and Care

Outcome & Targets

- Improve service user satisfaction
- % overall satisfaction in adult community services to increase. Annual report collated from OPCMHT teams
- All service change projects have evidence of service user/carer involvement.
- protocols in place across social care systems for the care and management of older people with mental health problems
- Degree to which community mental health teams serving older people have integrated working between health and social care staff
- Establish audit of protocols between LBTH Adult care and OPMH

ANNEX 5: CARERS

OVERVIEW OF INTEGRATED REQUIREMENTS: CARERS

The Adult Mental Health Service, Older People Mental Health Service, Learning Disability Service and Housing LINK are required to offer Carers Assessments for eligible Carers to identify if they require further help and support. Following the assessment which may be conducted by any of the Health and Social care staff based in one of the above teams an outcome will be reached which may lead to a Carers Care Plan being developed and a funded package of support or alternatively professional advice being provided.

The stated intention is intended to ensure that particular local authority functions that are the responsibility of the Local Authority, with regard to the provision of Carers Assessments and services are carried out within the integrated teams of the Trust. This will be done within the integrated management arrangements, which was originally put into place under the previous arrangements...

The planning and delivery of these functions will be through the systems and processes necessary for being a successful Foundation Trust under the National Health Service Act 2006 and use of the Care Act..

Through the joint management board the partners to this scheme aim to continually develop the efficiency of integrated service to the communities of Tower Hamlets. This will mean an improved personal experience for people using the service and their family members or carers.

Modern health and care require an integrated approach drawing on the expertise of medical, psychological and social disciplines in the pathways of care.

Central vehicles to achieve these outcomes are the Recovery Approach and Personalisation through for example the delivery of Self Directed Support. These are interwoven in practice and during the initial period of this scheme will be a priority in the development of the service.

Over a number of years, the Trust and the Local Authority have worked together successfully developing integrated services, implementing local strategies and, improving the voice and influence of people who use the services and initiating personalised working within the service. This scheme aims to support this collaboration and build upon it.

OTHER PROVISIONS (INCLUDING ANY VARIATIONS TO THE PROVISION OF THE AGREEMENT)

AIMS AND OUTCOMES

To ensure that all staff within integrated teams provided under these schemes undertake a Carers own needs are addressed as a distinct element of the service user's assessment. The Carers assessment will establish what support a carer needs to continue to care, to allow the carer to have a private discussion with the assessor and a chance to consider his or her own needs including outside of the caring role. To fulfil the requirements, scope and components of carers needs assessment and care planning including how this links to the Care Programme Approach (CPA) associated health assessment tools and eligibility policy. The standards and processes for Carers Needs Assessments will be made clear about their purpose and that carers are involved their own care planning.

FUNCTIONS INCLUDED

The functions included in this scheme are the health functions of the Trust prescribed under regulation 5 of the Regulations, and Social Care functions of the Local Authority prescribed under regulation 6 of the Regulations with the exclusion of the following:

- the functions of providing or securing the provision of recreational facilities under s19 of the Local Government (Miscellaneous Provisions) Act 1976;
- the functions of local authorities under the Education Acts as defined in s57 of the Education Act 1996;
- the functions of local housing authorities under Part 1 of the Housing Grants, Construction and Regeneration Act 1996 and under Parts VI and VII of the Housing Act 1996;
- the functions of local authorities under s126 of the Housing Grants, Construction and Regeneration Act 1996;
- the functions of waste collection or disposal under the Environmental Protection Act 1990;
- the functions of providing environmental health services under sections 180 and 181 of the Local Government Act 1972;
- the functions of local highway authorities under the Highways Act 1980 and s39 of the Road Traffic Act 1988; and
- The functions under section 63 (passenger transport) and s93 (travel concession schemes) of the Transport Act 1985.

For the avoidance of doubt, this scheme does include the function of charging for the following Local Authority Health Related Functions:

- Services under the Care Act 2014
- Services under the Children & Families Act

The main policy and statutory functions covered by this scheme are:

- the exercise of functions under the Mental Health Act 1983;
- the assessment of individual needs under the Care Act 2014
- the assessments of individuals under the Children & Families Act
- the exercise of functions under the Autism Act 2011
- the exercise of functions under the Mental Capacity Act 2008
- the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- the duties and functions of the Local Authority under the Community Care (Delayed Discharge) Act 2003;
- the provision of an Approved Mental Health Professional (AMHP) service, subject to the approval of individual AMHPs by the Local Authority under s114 of the Mental Health Act 1983; and
- Safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

- Carers Assessments
- Carers Care Plans
- Carers Services

GOVERNANCE ARRANGEMENTS

As in the Overarching Agreement.

FINANCIAL RESOURCES

Financial Year:

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)

The figures above are for the full year 1 April 2019 to 31 March 2020 and the Parties if required will contribute a pro rata proportion for the period from the Commencement Date to 1 April 2020.

OTHER RESOURCES

Local Authority contribution: As per voluntary sector commissioning strategy/mental health and learning disability joint commissioning strategies.

OTHER PROVISIONS (INCLUDING ANY VARIATIONS TO THE PROVISION OF THE AGREEMENT):

THCCG contribution as per voluntary sector and mental health and learning disability joint commissioning strategies.

Annex 8

Schedule 8.1 – Financial Framework Adult Mental Health

This schedule provides details of the aligned budgets under the control of London Borough of Tower Hamlets and East London NHS Foundation Trust to support the delivery of MH service provision using an integrated approach.

Mental Health

1.1 Summary Aligned Budgets

Expenditure Type	2019/20 LBTH Budget £	2019/20 ELFT Budget £	2019/20 Total Aligned Budget £
Staffing	1,821,000	2,009,890	
Non-Staffing	8,000	73,769	
Care Packages	10,920,000		
Other (if applicable)	9,000		
Total Aligned Budgets	12,758,000	2,083,659	

1.2 Detailed Aligned Staffing Budgets

1.2.1 London Borough of Tower Hamlets

Post Title	Grade	FTE	2019/20 Budget £
Team Manager	SSP P03M – LP07	2.0	145,000
Senior Practitioner	NJC P05	4.0	256,000
Social Worker	NJC P01- P04	20.8	1,377,000
Somali Worker	NJC S01	1.0	43,000
Total Staffing Budget		27.8	1,821,000

1.2.2 East London NHS Foundation Trust

Post Title	Grade	FTE	2019/20 Budget £
Team Manager		1.00	
Nurses		26.00	
Occ Therapist		5.50	
Psychologist		8.00	
Social Worker/Counsellor Qualified		1.00	
Total Staffing Budget		41.50	2,009,890

1.3 Aligned Non-Staffing Budgets

1.3.1 London Borough of Tower Hamlets

Expenditure Type	2019/20 Budget £	Comment
Training		
Accommodation		
IT	1,000	
Travel Expenses	7,000	
Total Non-Staffing Budget	8,000	

1.3.2 East London NHS Foundation Trust

Expenditure Type	2019/20 Budget £	Comment
Training		
Accommodation		
IT		
Travel Expenses		
Total Non-Staffing Budget	73,769	

1.4 Care Package Budgets

1.4.1 London Borough of Tower Hamlets

Care Package Type	2019/20 Budget £	Comment
Residential	3,880,000	
Nursing	71,000	
Respite	7,000	
Homecare	740,000	
Day Care	517,000	
Direct Payments	223,000	
Prevention & Support	575,000	
Preventative Health & Wellbeing	1,200,000	
Supported Living	564,000	
Housing Services	3,264,000	
Extra Care	150,000	
Meals	50,000	
Transport	52,000	
Total	11,293,000	
Package Budget	(1,602,000)	Different income streams
Total	9,691,000	

1.5 Financial Management Arrangements

By aligning budgets for the delivery of the Mental Health service provision it is accepted that both parties are committed to the Budget Panel process.

This means all decisions need to give due consideration to the budgetary impact on both organisations, and ensure correct approval processes are followed.

Quarterly financial management meetings will be held between the organisations to review the forecast position against the aligned budgets. In the spirit of aligned budgets any forecast over spends will need to be managed by both parties to formulate mitigations, although ultimately each organisation is responsible for their own budget position.

Annex 8

Schedule 8.2 – Financial Framework Housing Link

This schedule provides details of the aligned budgets under the control of London Borough of Tower Hamlets and East London NHS Foundation Trust to support the delivery of MH service provision using an integrated approach.

Housing Link

1.6 Summary Aligned Budgets

Expenditure Type	2019/20 LBTH Budget £	2019/20 ELFT Budget £	2019/20 Total Aligned Budget £
Staffing	104,000		104,000
Non-Staffing			
Care Packages			
Other (if applicable)	3,000		
Total Aligned Budgets	107,000		

1.7 Detailed Aligned Staffing Budgets

1.2.1 London Borough of Tower Hamlets

Post Title	Grade	FTE	2019/20 Budget £
Team Manager	SSP P03M – LP07	0.8	56,000
Housing Worker	NJC S02	1	48,000
Total Staffing Budget		1.8	104,000

1.2.2 East London NHS Foundation Trust

Post Title	Grade	FTE	2019/20 Budget £
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Team Manager			
Nurses			
Occ Therapist			
Psychologist			
Total Staffing Budget	0	0	0

1.8 Aligned Non-Staffing Budgets

1.8.1 London Borough of Tower Hamlets

Expenditure Type	2019/20 Budget £	Comment
Training		
Accommodation		
IT		
Other	3,000	Office Furniture, Stationery and meeting expenses
Total Non-Staffing Budget	3,000	

1.3.2 East London NHS Foundation Trust

Expenditure Type	2019/20 Budget £	Comment
Training		
Accommodation		
IT		
Travel Expenses		
Total Non-Staffing Budget		

1.9 Care Package Budgets

1.9.1 London Borough of Tower Hamlets

Care Package Type	2019/20 Budget £	Comment
Residential		
Nursing		
Respite		
Homecare		
Day Care		
Direct Payments		
Prevention & Support		
Preventative Health & Wellbeing		

Supported Living		
Housing Services		
Extra Care		
Meals		
Transport		
Total		
Package Budget		
Total	0	0

1.10 Financial Management Arrangements

By aligning budgets for the delivery of the Mental Health service provision it is accepted that both parties are committed to the Budget Panel process.

This means all decisions need to give due consideration to the budgetary impact on both organisations, and ensure correct approval processes are followed.

Quarterly financial management meetings will be held between the organisations to review the forecast position against the aligned budgets. In the spirit of aligned budgets any forecast over spends will need to be managed by both parties to formulate mitigations, although ultimately each organisation is responsible for their own budget position.

Annex 8

Schedule 8.3 – Financial Framework Mental Health Care of Older People

This schedule provides details of the aligned budgets under the control of London Borough of Tower Hamlets and East London NHS Foundation Trust to support the delivery of OPMH service provision using an integrated approach.

2. Older People Mental Health

2.1 Summary Aligned Budgets

Expenditure Type	2019/20 LBTH Budget £	2019/20 ELFT Budget £	2019/20 Total Aligned Budget £
Staffing	475,000	877,623	
Non-Staffing	2,000	145,627	
Care Packages	2,162,000		
Other (if applicable)	1,000		
Total Aligned Budgets	2,640,000	1,023,250	

2.2 Detailed Aligned Staffing Budgets

1.2.1 London Borough of Tower Hamlets

Post Title	Grade	FTE	2019/20 Budget £
Team Manager	SSPP04M	1.0	71,000
Senior Practitioner	NJC P05	1.0	60,000
Social Workers	NJC P01-P04	5.3	344,000
Total Staffing Budget		7.3	475,000

1.2.2 East London NHS Foundation Trust

Post Title	Grade	FTE	2019/20 Budget £
Senior Manager		1.00	
Nurses		11.18	
Psychologist		3.00	
Total Staffing Budget		15.18	877,623

2.3 Aligned Non-Staffing Budgets

2.3.1 London Borough of Tower Hamlets

Expenditure Type	2019/20 Budget £	Comment
Training		
Accommodation		
IT		
Travel Expenses	1,800	
Total Non-Staffing Budget	1,800	

1.3.2 East London NHS Foundation Trust

Expenditure Type	2019/20 Budget £	Comment
Training		
Accommodation		
IT		
Travel Expenses		
Total Non-Staffing Budget	145,627	

2.4 Care Package Budgets

2.4.1 London Borough of Tower Hamlets

Care Package Type	2019/20 Budget £	Comment
Residential	1,306,000	
Nursing	240,000	
Respite	1,000	
Homecare	649,000	
Day Care	68,000	
Direct Payments	400,000	
Supported Living	20,000	

Extra Care	8,000	
Meals	15,000	
Transport	106,000	
Total Care Package Budget	2,813,000	
Income	(651,000)	
Total	2,162,000	

2.5 Financial Management Arrangements

By aligning budgets for the delivery of the Older People Mental Health service provision it is accepted that both parties are committed to the Budget Panel process.

This means all decisions need to give due consideration to the budgetary impact on both organisations, and ensure correct approval processes are followed.

Quarterly financial management meetings will be held between the organisations to review the forecast position against the aligned budgets. In the spirit of aligned budgets any forecast over spends will need to be managed by both parties to formulate mitigations, although ultimately each organisation is responsible for their own budget position.

Annex 9

Schedule 9.1 – Financial Framework Adult Learning Disability

This schedule provides details of the aligned budgets under the control of London Borough of Tower Hamlets and East London NHS Foundation Trust to support the delivery of LD service provision using an integrated approach.

3. Learning Disabilities

3.1 Summary Aligned Budgets

Expenditure Type	2019/20 LBTH Budget £	2019/20 ELFT Budget £	2019/20 Total Aligned Budget £
Staffing	1,116,000	1,667,535	
Non-Staffing	36,000	417,837	
Care Packages	24,145,000		
Other (if applicable)			
Total Aligned Budgets	25,396,000	2,085,372	

3.2 Detailed Aligned Staffing Budgets

1.2.1 London Borough of Tower Hamlets

Post Title	Grade	FTE	2019/20 Budget £
Service Manager (joint funded)		0.5	30,442
Team Manager	SSP P03M – LP07	3.0	175,067
Senior Practitioners	NJC P05	4.0	249,000
Social Workers	NJC P01-P04	14	661,491
Total Staffing Budget		21.5	1,116,000

1.2.2 East London NHS Foundation Trust

Post Title	Grade	FTE	2019/20 Budget £
Service Manager (joint funded)		0.50	
Admin & Clerical		3.60	
Modern Matron		1.00	
Senior Manager		1.00	
Nurses		6.60	
Physiotherapist		2.65	
Occ Therapist		2.70	
Psychologist		3.20	
Speech & Lang Therapist		1.60	
Total Staffing Budget		22.85	1,312,631

3.3 Aligned Non-Staffing Budgets

3.3.1 London Borough of Tower Hamlets

Expenditure Type	2019/20 Budget £	Comment
Training		
Accommodation		
IT		
Travel Expenses	36,000	
Total Non- Staffing Budget	36,000	

1.3.2 East London NHS Foundation Trust

Expenditure Type	2019/20 Budget £	Comment
Training		
Accommodation		
IT		
Travel Expenses		
Total Non- Staffing Budget	417,837	

3.4 Care Package Budgets

3.4.1 London Borough of Tower Hamlets

Care Package Type	2019/20 Budget £	Comment
Residential	7,607,000	
Nursing	31,000	
Respite	588,000	
Homecare	4,291,000	
Day Care	4,677,000	
Direct Payments	3,294,000	
Prevention & Support	675,000	
Supported Living	1,413,000	
Housing Services	1,251,000	
Employment / Training Initiatives	338,000	
Extra Care	220,000	
Meals	12,000	
Transport	858,000	
Total Care Package Budget	25,255,000	
Income	(1,110,000)	Includes a number of income streams
Net Care Package Budget	24,145,000	

3.5 Financial Management Arrangements

By aligning budgets for the delivery of the Learning Disabilities service provision it is accepted that both parties are committed to the Budget Panel process.

This means all decisions need to give due consideration to the budgetary impact on both organisations, and ensure correct approval processes are followed.

Quarterly financial management meetings will be held between the organisations to review the forecast position against the aligned budgets. In the spirit of aligned budgets any forecast over spends will need to be managed by both parties to formulate mitigations, although ultimately each organisation is responsible for their own budget position.