

Dated:.....

**(1) THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF BRENT**

**- and -**

**(2) NHS NORTH WEST LONDON INTEGRATED CARE BOARD**

---

**DEED OF EXTENSION AND VARIATION OF THE FRAMEWORK PARTNERSHIP  
AGREEMENT RELATING TO THE COMMISSIONING OF HEALTH AND SOCIAL  
CARE SERVICES AND THE BETTER CARE FUND**

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## Deed of Variation and Extension

**THIS DEED** is dated

## **PARTIES**

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT** of Brent Civic Centre, Engineers Way, Wembley, HA9 0FJ (the "**Council**"); and
2. **NORTH WEST LONDON INTEGRATED CARE BOARD** of 15 Marylebone Road London, NW1 5JD (the "ICB")

each a "**Party**" and together the "**Parties**".

## **BACKGROUND**

- A. The Parties entered into an agreement dated 10<sup>th</sup> February 2024 pursuant to Section 75 of the National Health Service Act 2006 for the commissioning of health and social care services and the Better Care Fund using pooled funds (the "**Agreement**").
- B. In accordance with Clause 2 of the Agreement, the Parties have agreed to extend the Agreement for a period of one year.
- C. In accordance with Clause 30 of the Agreement, the Parties have agreed to amend the Agreement to reflect the arrangements for services commissioned under the Better Care Fund for the 24/25 commissioning year.
- D. The Parties wish to amend the Agreement as set out in this Deed.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. Unless otherwise expressly provided in this Deed, expressions defined in the Agreement and used in this Deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this Deed.

### **2. EXTENSION OF THE AGREEMENT**

- 2.1. Clause 2 provides that the Agreement shall come into force on the Commencement Date and shall continue for an initial period of one year and may be extended by agreement of the Parties by period or periods up to a further four years.
- 2.2. In accordance with Clause 2.2 the Parties have agreed to extend the Agreement beyond the initial period by a further one year period (the "Extended Period").

### **3. AMENDMENTS TO THE AGREEMENT**

- 3.1. The Parties wish to amend the Agreement during the Extended Period as set out in this Deed with effect from 1 April 2024 (**Variation Date**).
- 3.2. With effect from the Variation Date, the Parties agree to amend the Agreement as shown in the copy of the Agreement attached to this Deed, being the form of Agreement including variations as agreed.
- 3.3. With effect from the Variation Date, the Parties agree to replace Schedules 1 – 6 of the Agreement with amended Schedules 1 – 6 as attached to this Deed.
- 3.4. With effect from the Variation Date, the Parties agree to incorporate the following document in to the Agreement as an additional:

3.4.1 Schedule 7 – Contribution to Programme Management Team – Borough Based

**4. AGREEMENT IN FULL FORCE AND EFFECT**

4.1. This Deed is supplemented to the Agreement and subject to the amendments described in this Deed, the Agreement shall remain in full force and effect.

**5. CONFIRMATION AND INCORPORATION**

5.1. The Parties further agree that the terms of the Agreement, except as varied by this Deed, are confirmed as if the same were set out in this Deed in full and that such terms are so varied shall for all purposes (including but without limitation to the purposes of s2 of the Law of Property (Miscellaneous Provisions) Act 1989) be deemed to be incorporated in this Deed.

**6. GOVERNING LAW AND JURISDICTION**

6.1. This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including contractual disputes or claims).

**EXECUTED** as a deed by the Parties and delivered on the date set out at the start of this Deed.

Executed as a Deed by  
affixing the common seal of  
**THE MAYOR AND  
BURGESSES OF THE  
LONDON BOROUGH OF  
BRENT** in the presence of:

.....

Authorised Officer

Seal No. ....

Executed as a Deed by the  
**NORTH WEST LONDON  
INTEGRATED CARE BOARD**  
acting by its

.....  
Authorised Signatory

in the presence of:

.....

Name:

Address:

Occupation:

s75 Agreement

**Dated** 10 February **2024**

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**THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF BRENT**

and

**NORTH WEST LONDON INTEGRATED CARE BOARD**

---

**FRAMEWORK PARTNERSHIP AGREEMENT RELATING  
TO THE COMMISSIONING OF HEALTH AND SOCIAL  
CARE SERVICES AND THE BETTER CARE FUND**

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**Note that any writing in red indicates changes to the agreement for easier reference**



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**THIS AGREEMENT** is made on 10 day of February

2024

## **PARTIES**

- (1) **The Mayor and Burgesses of the London Borough of Brent** of Brent Civic Suite, Engineers Way, Wembley, HA9 0FG (the "**Council**")
- (2) **NORTH WEST LONDON INTEGRATED CARE BOARD** of 15 Marylebone Road London, NW1 5JD (the "**ICB**")

## **BACKGROUND**

- (A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the London borough of Brent.
- (B) The ICB has the responsibility for commissioning health services pursuant to the 2006 Act in the London borough of Brent.
- (C) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the ICB and the Council establish a pooled fund for this purpose.
- (D) Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.
- (E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also means through which the Partners will pool funds and align budgets as agreed between the Partners.
- (F) The aims and benefits of the Partners in entering into this Agreement are to:
  - a) improve the quality and efficiency of the Services;
  - b) meet the National Conditions and Local Objectives;
  - c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services and
- (G) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable, to the extent that exercise of these powers is required for this Agreement.

## **1 DEFINED TERMS AND INTERPRETATION**

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

**1998 Act** means the Data Protection Act 1998.

**2000 Act** means the Freedom of Information Act 2000.

**2004 Regulations** means the Environmental Information Regulations 2004.

**2006 Act** means the National Health Service Act 2006.

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

**Agreement** means this agreement including its Schedules and Appendices.

**Annual Report** means the annual report produced by the Partners in accordance with Clause 20 (Review)

**Approved Expenditure** means any expenditure approved by the Partners in writing or as set out in the Scheme Specification in relation to an Individual Service above any Contract Price, Permitted Expenditure or agreed Third Party Costs.

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

**BCF Quarterly Report** means the quarterly report produced by the Partners and provided to Partnership Board.

**BCF 2015 Agreement** means the agreement between the Parties in respect of the Better Care Fund for the period commencing 1 April 2015

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

**Better Care Fund Plan** means the plan agreed by the Partners for the relevant Financial Year(s) setting out the Partners plan for the use of the Better Care Fund as attached as Schedule 5.

**Better Care Fund Requirements** means any and all requirements on the ICB and Council in relation to the Better Care Fund set out in Law and guidance published by the Department of Health.

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

**Commencement Date** means 00:01 hrs on 1 April 2023.

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

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

**Contract Price** means any sum payable under a Services Contract as consideration for the provision of goods, equipment or services as required as part of the Services and which, for the avoidance of doubt, does not include any Default Liability.

**Default Liability** means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract to be payable by any Partner(s) as a consequence of (i) breach by any or all of the Partners of an obligation(s) in whole or in part) under a Services Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Services Contract, liable to the Provider.

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

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

**Force Majeure Event** means one or more of the following:

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

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

**Functions** means the NHS Functions and the Health Related Functions

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

**Host Partner** means for each Pooled Fund the Partner that will host the Pooled Fund and for any Non Pooled Fund the Partner that will host the Non Pooled Fund

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

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

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

**ICB Statutory Duties** means the Duties of the ICB pursuant to Sections 14P to 14Z2 of the 2006 Act

**Integrated Commissioning** means arrangements by which both Partners commission Services in relation to an individual Scheme on behalf of each other in exercise of both the NHS Functions and Council Functions through integrated structures.

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

**Law** means:

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

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

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

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

**Month** means a calendar month.

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

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

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

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

**Non-Recurrent Payments** means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed by the Partnership Board.

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

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

**Partnership Board** means the Partnership Board responsible for review of performance and oversight of this Agreement as set out in Clause 19.2 and Schedule 2 or such other arrangements for governance as the Partners agree.

**Partnership Board Quarterly Reports** means the reports that the Pooled Fund Manager shall produce and provide to the Partnership Board on a Quarterly basis

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

**Permitted Expenditure** has the meaning given in Clause 7.3.

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

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

**Pooled Fund Manager** means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 10.

**Provider** means a provider of any Services commissioned under the arrangements set out in this Agreement including the Council where the Council is a provider of any Services.

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

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

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

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

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

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

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

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

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

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

**SOSH** means the Secretary of State for Health.

**Third Party Costs** means all such third party costs (including legal and other professional fees) in respect of each Individual Scheme as a Partner reasonably and properly incurs in the proper performance of its obligations under this Agreement and as agreed by the Partnership Board.

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

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

- 1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.

- 1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.
- 1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.
- 1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.
- 1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

## **2 TERM**

- 2.1 This Agreement shall come into force on the Commencement Date.
- 2.2 This Agreement shall continue for an initial period of one year and may be extended by agreement by the Partners by period or periods up to a further 4 years unless it is terminated in accordance with Clause 21.
- 2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification or if not set out, for the duration of this Agreement unless terminated earlier by the Partners.
- 2.4 This Agreement supersedes the BCF 2015 Agreement without prejudice to the rights and liabilities of the Partners under the BCF 2015 Agreement

## **3 GENERAL PRINCIPLES**

- 3.1 Nothing in this Agreement shall affect:
  - 3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or
  - 3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.



- 3.2 The Partners agree to:
- 3.2.1 treat each other with respect and an equality of esteem;
  - 3.2.2 be open with information about the performance and financial status of each; and
  - 3.2.3 provide early information and notice about relevant problems.
- 3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme specification.

#### **4 PARTNERSHIP FLEXIBILITIES**

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to commission services. This may include one or more of the following commissioning mechanisms:
- 4.1.1 Lead Commissioning Arrangements;
  - 4.1.2 Integrated Commissioning;
  - 4.1.3 Joint (Aligned) Commissioning
  - 4.1.4 the establishment of one or more Pooled Funds
- in relation to Individual Schemes (the "Flexibilities")
- 4.2 Where there is Lead Commissioning Arrangements and the ICB is Lead Partner the Council delegates to the ICB and the ICB agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.
- 4.3 Where there is Lead Commissioning Arrangements and the Council is Lead Partner, the ICB delegates to the Council and the Council agrees to exercise on the ICB's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.
- 4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

#### **5 FUNCTIONS**

- 5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.
- 5.2 This Agreement shall include such Functions as shall be agreed from time to time by the Partners as are necessary to commission the Services in accordance with their obligations under this Agreement.
- 5.3 The Scheme Specifications for the Individual Schemes included as part of this Agreement at the Commencement Date are set out in Schedule 1.
- 5.4 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be completed and approved by each Partner. Each new Scheme Specification shall be substantially in the form set out in Schedule 1.
- 5.5 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.

- 5.6 The introduction of any Individual Scheme will be subject to business case approval in accordance with the governance and financial processes set in Schedule 2 and 3.

## 6 COMMISSIONING ARRANGEMENTS

### General

- 6.1 For the duration of this Agreement each Partner shall retain Lead Commissioner responsibility for the Services within the Schedules describes in Schedule 1 for which they had Lead Commissioner responsibility prior to the Commencement Date. This shall include performance management and contract monitoring of all relevant Service Contracts each Partner is responsible for, and compliance with and making payments of all sums due to the Provider pursuant to the terms of each of the Service Contracts.
- 6.2 The ~~BCF Project Board Partnership Board~~ will report back to the Health and Wellbeing Board as required by its Terms of Reference.
- 6.3 The Partners shall comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned.
- 6.4 Each Partner shall keep the other Partner and the ~~BCF Project Board Partnership Board~~ regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.
- 6.5 The Partners shall comply with the arrangements in respect of Joint (Aligned) Commissioning as set out in the relevant Scheme Specification, which shall include where applicable arrangements in respect of the Services Contracts.

### Integrated Commissioning

- 6.6 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme:
- 6.6.1 the Partners shall work in cooperation and shall endeavour to ensure that Services in fulfilment of the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.
- 6.6.2 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.

### Appointment of a Lead Partner

- 6.7 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Partner shall:
- 6.7.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;
- 6.7.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.
- 6.7.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
- 6.7.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partner;

- 6.7.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
- 6.7.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;  
  
undertake performance management and contract monitoring of all Service Contracts including (without limitation) the use of contract notices where Services fail to deliver contracted requirements;
- 6.7.7 make payment of all sums due to a Provider pursuant to the terms of any Services Contract; and
- 6.7.8 keep the other Partner and Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

## **7 ESTABLISHMENT OF A POOLED FUND**

- 7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as agreed by the Partners as set out in Schedule 1.
- 7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.3 Subject to Clause 7.4, it is agreed that the monies held in a Pooled Fund may only be expended on the Individual Schemes up to the value of each scheme, such value as specified in Schedule 1, on the following:
  - 7.3.1 the Contract Price;
  - 7.3.2 where the Council is to be the Provider, the Permitted Budget;
  - 7.3.3 Third Party Costs where these are set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Partnership Board
  - 7.3.4 Approved Expenditure as set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Partnership Board("Permitted Expenditure")
- 7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Partner or Partnership Board.
- 7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners in accordance with Clause 7.4.
- 7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:
  - 7.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
  - 7.6.2 providing the financial administrative systems for the Pooled Fund; and
  - 7.6.3 appointing the Pooled Fund Manager;
  - 7.6.4 ensuring that the Pooled Fund Manager complies with its obligations under this Agreement.

## **8 POOLED FUND MANAGEMENT**

- 8.1 When introducing a Pooled Fund, the Partners shall agree:
- 8.1.1 which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;
  - 8.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.
- 8.2 The Pooled Fund Manager for each Pooled Fund shall have the following duties and responsibilities:
- 8.2.1 the day to day operation and management of the Pooled Fund;
  - 8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
  - 8.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
  - 8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
  - 8.2.5 reporting to the Partnership Board as required by this Agreement and by the Partnership Board;
  - 8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
  - 8.2.7 preparing and submitting to the Partnership Board Quarterly Reports (or more frequent reports if required by the Partnership Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Partnership Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met including (without limitation) comply with any reporting requirements as may be required by relevant National Guidance;
  - 8.2.8 preparing and submitting reports to the Health and Wellbeing Board as may be required by it and any relevant National Guidance including (without limitation) supplying Quarterly Reports referred to in Clause 8.2.7 above to the Health and Wellbeing Board.
- 8.3 In carrying out their responsibilities as provided under Clause 8.2, the Pooled Fund Manager shall:
- 8.3.1 have regard to National Guidance and the recommendations of the Partnership Board; and
  - 8.3.2 be accountable to the Partners for delivery of those responsibilities.
- 8.4 The Partnership Board may agree to the moving viring of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes.

## **9 NON POOLED FUNDS**

- 9.1 Any Financial Contributions agreed to be held within a Non Pooled Fund will be notionally held in a fund established solely for the purposes agreed by the Partners. For the avoidance of doubt, a Non Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.
- 9.2 When introducing a Non Pooled Fund in respect of an Individual Scheme, the Partners shall agree:
- 9.2.1 which Partner if any shall host the Non-Pooled Fund
  - 9.2.2 how and when Financial Contributions shall be made to the Non-Pooled Fund.
- 9.3 The Host Partner will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund, meeting all required accounting and auditing obligations.
- 9.4 Both Partners shall ensure that any Services commissioned using a Non Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification.
- 9.5 Where there are Joint (Aligned) Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:
- 9.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the ICB Financial Contribution to the Non- Pooled Fund for the relevant Service in each Financial Year; and
  - 9.5.2 the Health Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

## **10 FINANCIAL CONTRIBUTIONS**

- 10.1 The Financial Contribution of each of the Partners to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation shall be as set out in the tables at Schedule 1.
- 10.2 The Financial Contribution of each of the Partners to any Pooled Fund or Non-Pooled Fund for each subsequent Financial Year of operation shall be subject to review by the Partners through the Partnership Board.
- 10.3 Financial Contributions will be paid as set out in Schedule 1.
- 10.4 With the exception of Clause 13, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to a Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Partnership Board minutes and recorded in the budget statement as a separate item.

## **11 NON FINANCIAL CONTRIBUTIONS**

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

## **12 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS**

### **Risk share arrangements**

- 12.1 The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for risk share arrangements arising within the commissioning of services from the Pooled Funds as set out in National Guidance.

### **Overspends in Pooled Fund**

- 12.2 Subject to Clause 12.1, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall use reasonable endeavours to ensure that the expenditure is limited to Permitted Expenditure.
- 12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT it has used reasonable endeavours to ensure that the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Partnership Board in accordance with Clause 12.4.
- 12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Partnership Board is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedule 3 shall apply.

### **Overspends in Non Pooled Funds**

- 12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an Overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.
- 12.6 Where there is a Lead Commissioning Arrangement the Lead Partner is responsible for the management of the Non-Pooled Fund. The Lead Partner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.

### **Underspend**

- 12.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year or where the expenditure in relation to an Individual Scheme is less than the agreed allocation to that particular Individual Scheme the Partners shall agree how the monies shall be spent, carried forward and/or returned to the Partners and the provisions of Schedule 3 shall apply. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners.

## **13 CAPITAL EXPENDITURE**

- 13.1 Except as provided in Clause 13.2, neither Pooled Funds nor Non-Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.
- 13.2 The Partners agree that capital expenditure may be made from Pooled Funds where this is in accordance with National Guidance.

## **14 VAT**

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

## **15 AUDIT AND RIGHT OF ACCESS**

- 15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the appropriate person or body appointed to exercise the functions of the Audit Commission under section 28(1)(d) of the Audit Commission Act 1998, by virtue of an order made under section 49(5) of the Local Audit and Accountability Act 2014 to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.
- 15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the relevant Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.
- 15.3 The Partners shall comply with relevant NHS finance and accounting obligations as required by relevant Law and/or National Guidance.

## **16 LIABILITIES AND INSURANCE AND INDEMNITY**

- 16.1 Subject to Clause 16.2, and 16.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement (including a Loss arising under an Individual Scheme) as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
- 16.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Partnership Board.
- 16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:
- 16.3.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;
- 16.3.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);
- 16.3.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
- 16.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement and in the event of Losses shall seek to recover such Loss through the relevant policy of insurance (or equivalent arrangement).
- 16.5 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

## **Conduct of Claims**

- 16.6 In respect of the indemnities given in this Clause 16:
- 16.6.1 the indemnified Partner shall give written notice to the indemnifying Partner as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;
- 16.6.2 the indemnifying Partner shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the indemnified Partner, the indemnifying Partner shall consult with the indemnified Partner about the conduct and/or settlement of such claims and proceedings and shall at all times keep the indemnified Partner informed of all material matters.
- 16.6.3 the indemnifying and indemnified Partners shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.

## **17 STANDARDS OF CONDUCT AND SERVICE**

- 17.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).
- 17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.
- 17.3 The ICB is subject to the ICB Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the ICB Statutory Duties and clinical governance obligations.
- 17.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

## **18 CONFLICTS OF INTEREST**

- 18.1 The Partners shall comply with the policy for identifying and managing conflicts of interest as agreed by the Partners from time to time.

## **19 GOVERNANCE**

- 19.1 Overall strategic oversight of partnership working between the Partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
- 19.2 The Partners ~~will establish~~ ~~have established~~ a Partnership Board to undertake responsibility for management of the Pooled Funds.
- 19.3 The Partnership Board is based on a joint working group structure. Each member of the Partnership Board shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Partnership Board to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.



- 19.4 The terms of reference of the ~~BCF Project Board Partnership Board~~ shall be as set out in Schedule 2 as may be amended or varied by written agreed from time to time.
- 19.5 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 19.6 The ~~BCF Project Board Partnership Board~~ shall be responsible for the overall approval of the Individual Schemes and the financial management set out in Clause 12 and Schedule 3.
- 19.7 The Health and Wellbeing Board shall be responsible for ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.
- 19.8 Each Scheme Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the Partnership Board and Health and Wellbeing Board.

## 20 REVIEW

- 20.1 The ~~BCF Project Board Partners~~ shall produce a BCF Quarterly Report which shall be provided to the ~~ICP Executive Partnership Board~~ in such form and setting out such information as required by National Guidance and any additional information required by the ~~NWL ICB Partnership Board~~, Health and Wellbeing Board or National Commissioning Board
- 20.2 ~~Except where the NWL ICB, or BCF National Team Save where the Partnership Board~~ agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any Pooled Fund and Non Pooled Fund and the provision of the Services within 3 months of the end of each Financial Year.
- 20.3 Subject to any variations to this process required by the ~~NWL ICB or BCF National Team Partnership Board~~, Annual Reviews shall be conducted in good faith.
- 20.4 The Partners shall ~~within 20 Working Days of the Annual Review~~ prepare an Annual Report including the information as required by National Guidance and any other information required by the Health and Wellbeing Board. A copy of this report shall be provided to the Health and Wellbeing Board and Partnership Board.
- 20.5 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

## 21 COMPLAINTS

The Partners' own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services.

## 22 TERMINATION & DEFAULT

- 22.1 This Agreement may be terminated by any Partner giving not less than 6 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.
- 22.2 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification provided that the Partners ensure that the Better Care Fund Requirements continue to be met.

- 22.3 If any Partner (“Relevant Partner”) fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.
- 22.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners’ rights in respect of any antecedent breach and the provisions of Clauses 14 (Audit and Right of Access), 15 (Liabilities and Insurance and Indemnity), 22 (Termination and Default), 23 (Dispute Resolution), 25 (Confidentiality), 26 (Freedom of Information and Environmental Protection Regulations) and 27 (Information Sharing).
- 22.5 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.
- 22.6 Upon termination of this Agreement for any reason whatsoever the following shall apply
- 22.6.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;
- 22.6.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;
- 22.6.3 the Lead Partner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Partner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Partner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.
- 22.6.4 where a Service Contract held by a Lead Partner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Partner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.
- 22.6.5 the Partnership Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and
- 22.6.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.
- 22.7 In the event of termination in relation to an Individual Scheme the provisions of Clause 22.6 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

## **23 DISPUTE RESOLUTION**

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

- 23.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.
- 23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Partners' respective chief executives or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
- 23.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

## 24 **FORCE MAJEURE**

- 24.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.
- 24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.
- 24.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

## 25 **CONFIDENTIALITY**

- 25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and
- 25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:

- (a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or
- (b) is obtained by a third party who is lawfully authorised to disclose such information.

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

25.3 Each Partner:

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

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

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

## **26 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS**

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

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

## **27 OMBUDSMEN**

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

## **28 INFORMATION SHARING**

The Partners will comply with the information governance protocol as agreed between the Partners from time to time

## **29 NOTICES**

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

29.1.1 personally delivered, at the time of delivery;

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

- 29.1.3 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.
- 29.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).
- 29.3 The address for service of notices as referred to in Clause 29.1 shall be as follows unless otherwise notified to the other Partner in writing:

if to the Council, addressed to Debra Norman, Corporate Director Law and Governance  
Tel: 020 8937 1578  
E.Mail: [debra.norman@brent.gov.uk](mailto:debra.norman@brent.gov.uk)

And Rachel Crossley, Corporate Director Care, Health and Wellbeing  
Tel: 020 8937 5012  
E.Mail: [rachel.crossley@brent.gov.uk](mailto:rachel.crossley@brent.gov.uk)

And

29.3.1 if to the ICB, addressed to Rob Hurd, ICB Chief Executive;  
Tel: 020 3350 4000  
E.Mail: [rob.hurd@nhs.net](mailto:rob.hurd@nhs.net)

And Toby Lambert, Strategic Director  
Tel: 020 3350 4000  
E.Mail: [toby.lambert1@nhs.net](mailto:toby.lambert1@nhs.net)

## **30 VARIATION**

- 30.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

## **31 CHANGE IN LAW**

- 31.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.
- 31.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.
- 31.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 23 (Dispute Resolution) shall apply.

## **32 WAIVER**

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

### **33 SEVERANCE**

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

### **34 ASSIGNMENT AND SUB CONTRACTING**

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

### **35 EXCLUSION OF PARTNERSHIP AND AGENCY**

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

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

35.2.1 act as an agent of the other;

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

35.2.3 bind the other in any way.

### **36 THIRD PARTY RIGHTS**

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

### **37 ENTIRE AGREEMENT**

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

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

### **38 COUNTERPARTS**

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

### **39 GOVERNING LAW AND JURISDICTION**

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

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

**IN WITNESS WHEREOF** this Agreement has been executed by the Partners on the date of this Agreement as a deed

THE COMMON SEAL OF )  
THE MAYOR AND BURGESSES )  
OF THE )  
LONDON BOROUGH OF BRENT )  
was hereunto affixed )  
in the presence of : 36287 )



Sealed By: London Borough of Brent  
Sealed Time: 2/9/2024 7:38:10 PM GMT

Tola Robson

Duly Authorised Signature:

Name: Tola Robson

Position: Chief Lawyer

Signed for on behalf of **NORTH WEST  
LONDON INTEGRATED CARE BOARD**

Duly Authorised Signature:

Name: Rob Hurd

Position: Chief Executive

Signature of witness:

Name: Simon Carney-Garanito

Position: Head of Governance



## **SCHEDULE 1– SCHEME SPECIFICATION (Replaced)**

### **Better Care Fund (BCF) Services Schedule 2023/24 and 2024/25**

#### **SERVICE SCHEDULE**

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

#### **1 OVERVIEW OF INDIVIDUAL SERVICE**

##### **1.1 Name of the Individual Scheme:**

Better Care Fund – please refer to the tables for the individual schemes at section 5 – Services

##### **1.2 Relevant context and background information**

The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of Brent.

The ICB has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of Brent.

The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the ICB and the LA establish a partnership for this purpose.

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

Since 2015, the Government's aims around integrating health, social care and housing, through the Better Care Fund (BCF), have played a key role in the journey towards person-centred integrated care. This is because these aims have provided a context in which the NHS and local authorities work together, as equal partners, with shared objectives. The plans produced are presented and agreed by the Health and Wellbeing Board and represent a single, local plan for the integration of health and social care.

In every year of its operation, most local areas have agreed that the BCF has improved joint working and had a positive impact on integration.

There are no pooled funds.

#### **2 AIMS AND OUTCOMES**

The aims and benefits of the Partners in entering into this Agreement are to:

- Improve the quality and efficiency of the health and social care to improve outcomes for residents.
- Meet the National Conditions and Local Objectives for BCF;
- Make more effective use of resources to support the integration of Health and Social Care.

#### **3 THE ARRANGEMENTS**

The ICB and Council are the lead commissioners for their respective projects. Each project is funded as a non-pooled fund.

## 4 FUNCTIONS

Under the Care Act 2014, Councils are under a duty to carry out their care and support responsibilities with the aim of joining-up the services provided or other actions taken with those provided by the NHS and other health-related services (for example, housing or leisure services). This general requirement applies to all the Council's care and support functions for adults with needs for care and support, and for carers. The duty applies where the Council considers that the integration of services will:

- promote the wellbeing of adults with care and support needs or carers in its area
- contribute to the prevention or delay of the development of additional support and care needs of citizens
- improve the quality of care and support in the local authority's area, including the outcomes that are achieved for local citizens

The BCF contributes to the Council fulfilling its Duty in accordance with the Care Act 2014.

## 5 SERVICES

The 2023/25 Brent ICB and Brent Council schemes are outlined in the tables below. These are defined by funding streams. The BCF planning cycle has been agreed for 2 years for the purposes of continuity, subject to both a nationally driven and a Borough level review at the mid-point:

Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Area of Spend	Commissioner	Provider	Source of Funding	New/ Existing Scheme	Expenditure 23/24 (£)	Expenditure 24/25 (£)
<b>Scheme Funded by Disability Facilities Grant - DFG</b>										
					<b>2023-24 - £5,316,897</b>		<b>2024-25 - £5,316,897</b>			
43	Disability Facilities Grant (DFG)	Provision of an integrated universal access service to support home adaptations. Budget is pooled with other grants to provide this service.	DFG Related Schemes	Social Care	LA	Local Authority	DFG	Existing	£5,316,897	£5,316,897
<b>Scheme Funded by IBCF Contribution</b>										
					<b>2023-24 - £13,344,692</b>		<b>2024-25 - £13,344,692</b>			
38	Spot purchasing of Nursing care beds	Nursing Home Placement	Residential Placements	Social Care	LA	Local Authority	IBCF	Existing	£3,252,404	£3,252,404
39	Home Care	Provision of domiciliary home care packages	Home Care or Domiciliary Care	Social Care	LA	Local Authority	IBCF	Existing	£5,551,590	£5,551,590
40	New accommodation independent living	Provision of new supported living units to support people to remain independent. Covers 7 days.	Housing Related Schemes	Social Care	LA	Local Authority	IBCF	Existing	£3,417,698	£3,417,698
41	Handyman service	Handyman service to provide speedy adaptations, setting up home environment, blitz cleans to support hospital discharge	Housing Related Schemes	Social Care	LA	Local Authority	IBCF	Existing	£56,000	£56,000
42	Social worker, Care assessor, Occupational therapist and Housing officer in Hospital discharge team	Additional staff to support hospital discharge and MDT working, within multi disciplinary team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	IBCF	Existing	£1,067,000	£1,067,000

Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Area of Spend	Commissioner	Provider	Source of Funding	New/ Existing Scheme	Expenditure 23/24 (£)	Expenditure 24/25 (£)
Scheme Funded by NHS Minimum Contribution to Local Authority										
					2023-24 - £9,572,333			2024-25 - £10,114,127		
1	Residential and Nursing Care Provision	Spot provision of residential and nursing care placements in Care Homes	Residential Placements	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£3,735,048	£3,946,452
2	Step down beds	Spot nursing and residential beds in Care Homes	Residential Placements	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£250,000	£264,150
3	Reablement Service	Funding for staff and reablement services at home to support discharge	Home-based intermediate care services	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£948,000	£1,001,650
4	Reablement Home Care Packages	Provision of Reablement Packages at home	Home-based intermediate care services	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£750,000	£792,450
5	Additional social workers in the home first team	Additional capacity to manage increased flow into home first pathway to support discharge. Part of multi-agency team supporting discharge	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£104,000	£109,880
6	Reablement training	Provision of training for workforce development in reablement providers to drive up quality and effectiveness reablement.	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£20,000	£21,130
7	Nurse assessor	CHC nurse assessor to manage hospital discharge into home first and step down beds and support flow through step down beds. Part of multi-agency team supporting discharge	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£67,400	£71,210
8	Upskill home care provision to support with more complex health care tasks.	Support with training, development and governance, ensuring flexible working patterns	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£75,000	£79,240
9	Reablement home care packages	Home care to support discharge	Home-based intermediate care services	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£1,183,927	£1,250,930
10	Additional social worker and advanced care practitioner for pathway 1	Ensuring flow of home first, then assessment completed - non-complex patients. Covers process support/core costs.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£66,120	£69,860
11	Supporting Hospital discharges	Cost of living support to facilitate hospital discharges	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£30,000	£31,690
12	Community input food parcels etc.	Low level support to support simple hospital discharge, discharge to assess pathway 0.	Community Based Schemes	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£10,000	£10,560
13	Additional wrap round services in persons own home	Additional support through domiciliary care package, including night care	Home Care or Domiciliary Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£221,450	£233,980
14	Bed and breakfast X2 level access rooms	Ensuring the flow of patient without suitable accommodation inc. homeless patients with low level needs. Reablement to support discharge Pathway 1	Housing Related Schemes	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£16,000	£16,900
15	Carers service	Respite services - Brent gateway service to support carers	Carers Services	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£204,000	£215,540
16	Positive behavioural management in care homes.	Service to support people with dementia in care homes to reduce NEL and support discharges. Part of multi disciplinary team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£83,000	£87,690
17	BCF and STP programme management	Senior management / support staffing for integrated transformation team	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£300,000	£316,980
18	Additional social worker for rehab beds.	Support with additional capacity on patient flow in rehab beds and deliver 7 day working in line with NWL requirements, part of multi agency discharge teams.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£40,000	£42,260
19	Community services locality team development	Programme manager for 6 months, part of integrated neighbourhood team	Community Based Schemes	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£45,000	£47,540
20	Rehab and complex nursing care co-location	Programme manager for 6 months, part of multidisciplinary teams that are supporting independence, such as anticipatory care	Community Based Schemes	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£45,000	£47,540
21	Care home and home care recruitment and retention campaign - awards ceremony	Develop workforce through - comms, publicity and awards spend	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£27,265	£28,800
22	Shared patient record	IT project - dedicated work, develop a shared patient record and systems. Work with NWL for EMIS to interface more effectively with social care system with a view to make sharing records easier.	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£25,000	£26,410
23	Transformation team	Programme management staff, focus on integrated models of provision.	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£270,000	£285,280
24	x3 occupational therapist in access team	Ensuring swift provision of community equipment, aids and adaptations, to prevent health decline, support mobility admission avoidance and carer support. Part of multi disciplinary team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£120,000	£126,790
25	x1 carer engagement officer	Provide information, advise and support for carers to help engagement and choice.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£36,000	£38,030
26	x1 social worker rapid response team	Support Rapid Response team in admission avoidance, process support / core costs.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£40,000	£42,260
27	x4 social workers for integrated neighbourhood teams	Support integrated neighbourhood teams with PCN and community services	Community Based Schemes	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£145,129	£153,330
28	x1 housing officer input MH unit	Support patients in inpatient MH unit to facilitate early discharge	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£40,000	£42,260
29	x2 support workers	Support discharges from MH unit and A/E	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£72,000	£76,070
30	x1 AMP	Based in A/E to support admission avoidance	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£50,000	£52,830
31	Support Worker	Work with Brent Health Matters, GP and MH services re identifying people who need support with cost of living and ensure appropriate referrals. Part of multi disciplinary team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£40,000	£42,260
32	Additional OT to support Hospital discharges (equipment needs)	Ensuring swift provision of community equipment, aids and adaptations, to prevent health decline, support mobility admission avoidance and carer support. Part of multi disciplinary team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	New	£90,500	£95,620
33	Programme worker (support hospital flow)	Ensuring swift provision of community equipment, aids and adaptations, to prevent health decline, support mobility admission avoidance and carer support. Part of multi disciplinary team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	New	£84,000	£88,750
34	Programme worker to map out and develop Autism pathway	Programme worker to map out and develop Autism pathway, part of integrated models of provision.	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	New	£90,500	£95,620
35	Additional social worker to support discharges from Mental Health Units	Support patients in inpatient MH unit to facilitate early discharge	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	New	£84,000	£88,750
36	Programme Worker to support BCF planning, assurance and reporting	Programme management staff / BCF Lead sitting in joint commissioning structure	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	New	£82,000	£86,640
37	Additional Reablement to support integrated team Rehabilitation and Reablement team	Support with additional capacity to support patient flow, part of multi disciplinary team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	New	£82,000	£86,640

Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Area of Spend	Commissioner	Provider	Source of Funding	New/ Existing Scheme	Expenditure 23/24 (£)	Expenditure 24/25 (£)
<b>Scheme Funded by NHS Minimum Contribution to Health Spend</b>										
					<b>2023-24 - £17,726,564</b>			<b>2024-25 - £18,729,888</b>		
44	Community Based Schemes	Community rapid response service and falls, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£3,207,223	£3,388,752
45	Enhanced Care Home Support	Supporting care home patients with preventative measures to avoid hospital admissions, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£1,009,653	£1,066,795
46	Community Based Schemes	Additional funding for Home care Packages, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£1,064,242	£1,124,479
47	ICCS - Integrated Care Co-ordinators Service	Providing integrated neighbourhood care support with care coordinators	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£229,008	£241,969
48	Integrated complex patient management	Supporting patients with frailty and complex care needs, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£1,331,230	£1,406,577
49	Integrated Rehab and Reablement	Supporting patient flow from discharge, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£1,475,344	£1,558,848
50	Tissue Viability	Supporting patients with Tissue Viability care, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£502,184	£530,607
51	Safeguarding - Children	Community Based Schemes	Community Based Schemes	Community Health	NHS	Local Authority	Minimum NHS Contribution	Existing	£45,900	£48,498
52	Safeguarding - Adults	Community Based Schemes	Community Based Schemes	Community Health	NHS	Local Authority	Minimum NHS Contribution	Existing	£25,000	£26,415
53	Community Equipment	Community based services supporting safe discharges and enabling residents live at home independently.	Assistive Technologies and Equipment	Community Health	NHS	Local Authority	Minimum NHS Contribution	New	£1,532,931	£1,619,695
54	NHS Community Service - Ageing Well Anticipatory Care	NHS Community Service - Ageing Well Anticipatory Care, delivered by multi disciplinary team.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	New	£193,932	£204,909
55	NHS Community Service - Ageing Well Diabetes	NHS Community Service - Ageing Well Diabetes, delivered by multi disciplinary team.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	New	£478,557	£505,643
56	NHS Community Service - Ageing Well Fair shares of remainder/tackling inequalities	NHS Community Service - Ageing Well Fair shares of remainder/tackling inequalities, delivered by multi disciplinary team.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	New	£281,910	£297,867
57	NHS Community Services - Community Nursing	NHS Community Services - Community Nursing, supporting independence and anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	New	£6,349,451	£6,708,830

Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Area of Spend	Commissioner	Provider	Source of Funding	New/ Existing Scheme	Expenditure 23/24 (£)	Expenditure 24/25 (£)
<b>Scheme Funded by Additional NHS NWLICB Contribution</b>										
					<b>2023-24 - £1,486,000</b>			<b>2024-25 - £1,486,000</b>		
67	Community Based Schemes	Additional funding for home care packages in supported housing	Residential Placements	Social Care	NHS	Local Authority	Additional NHS Contribution	Existing	£416,000	£416,000
68	Transformation team	Programme management staff supporting integrated neighbourhood services	Community Based Schemes	Community Health	NHS	Local Authority	Additional NHS Contribution	Existing	£270,000	£270,000
69	Intermediate Care Services	Provision of reablement packages at home to support discharge	Home-based intermediate care services	Community Health	NHS	Local Authority	Additional NHS Contribution	Existing	£550,000	£550,000
70	Step down beds	Step down beds, bed-based intermediate care with rehabilitation (to support discharge)	Bed based intermediate Care Services (Reablement, rehabilitation, wider short-term services supporting recovery)	Social Care	NHS	Local Authority	Additional NHS Contribution	Existing	£250,000	£250,000
<b>Scheme Funded by Local Authority Discharge Funding</b>										
					<b>2023-24 - £1,870,905</b>			<b>2024-25 - 2023-24 - £3,105,702</b>		
58	Urgent Response Service (extending night-time care and support provision)	Provision of domiciliary home care packages	Home Care or Domiciliary Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£341,000	£566,060
59	24 Hours care packages for Complex Care Patients	Provision of domiciliary home care packages	Home Care or Domiciliary Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£684,000	£1,135,440
60	Enhance Home First/Trusted Carer Pathway	Additional capacity to support discharge, multi agency team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£142,000	£235,720
61	3 Additional Social Workers to support hospital discharges and post discharge	Support with additional capacity to support patient flow, multi agency team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£228,000	£378,480
62	7 Day Social Care Targeted work (support at weekends and bank holidays)	Support with additional capacity to support patient flow, multi agency team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£78,000	£129,480
63	Short-Term Step-Down Beds(6 Months)	The step down / up beds are used to support discharges from hospital for patients with delirium, NWB pathway, awaiting blitz clean etc	Bed based intermediate Care Services (Reablement, rehabilitation, wider short-term services supporting recovery)	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£114,000	£189,240
64	Care worker for Enhanced Dementia Support in community following Discharge	Support with additional capacity to support patient flow, multi agency team.		Social Care	LA	Local Authority	Local Authority Discharge Funding	New	£84,000	£139,440
65	Wrap Around Care Packages for patients with Dementia in community	Provision of domiciliary home care packages	Home Care or Domiciliary Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	New	£100,000	£166,000
66	Community Equipment	Community Equipment and assistive technologies including telecare	Assistive Technologies and Equipment	Social Care	LA	Local Authority	Local Authority Discharge Funding	New	£99,905	£165,842
<b>Scheme Funded by NWL ICB Discharge Funding</b>										
					<b>2023-24 - £1,670,000</b>			<b>2024-25 - £1,670,000</b>		
71	MH Emergency rooms, supporting flow through A & E	Supporting MH Users flow and discharge. Part of multi disciplinary care support discharge.	High Impact Change Model for Managing Transfer of Care	Mental Health	NHS	NHS Mental Health Provider	ICB Discharge Funding	Existing	£200,000	£200,000
72	NWL ICB Bridging provision overview	Using winter funds each boroughs procure a dedicated care provider to deliver up to 5 days of care, to enable any patient ready to go to be discharged home on the same day. Patients are then assessed at home, for either reablement, longer term. Multi agency team.	High Impact Change Model for Managing Transfer of Care	Community Health	NHS	Local Authority	ICB Discharge Funding	New	£862,012	£862,012
73	Nurse Trusted assessor	Supporting discharge from acute to care homes	High Impact Change Model for Managing Transfer of Care	Social Care	NHS	Local Authority	ICB Discharge Funding	Existing	£180,000	£180,000
74	Dementia support Ashford place	Preventative holistic support to MH and LD service users	Prevention/ Early Intervention	Other	NHS	Charity / Voluntary Sector	ICB Discharge Funding	Existing	£140,000	£140,000
75	Brent Bereavement Counselling	Support with Counselling to residents experiencing trauma	Prevention/ Early Intervention	Other	NHS	Charity / Voluntary Sector	ICB Discharge Funding	Existing	£20,000	£20,000
76	Community Equipment	Community Equipment and assistive technologies including telecare	Assistive Technologies and Equipment	Community Health	NHS	Local Authority	ICB Discharge Funding	Existing	£268,068	£268,068

## **6 COMMISSIONING, CONTRACTING, ACCESS**

### ***Commissioning Arrangements:***

Brent Council is the Lead Commissioner for the Council Schemes, and these schemes are directly provided.

Disabled Facilities Grants (DFG) – these scheme costs are facilitated by the Council's Housing Directorate, following Occupational Therapy assessment.

Brent ICB is the Lead Commissioner for the ICB Schemes

### **Contracting Arrangements**

- (a) All Brent Council Schemes are commissioned using established commissioning protocols.
- (b) All ICB services are commissioned using NHS Standard Contracts.
- (c) The Lead Partners for the contracted service is responsible for the contract and commissioning of the individual service.
- (d) The Lead Partners for the contracted service has authority to terminate a contract in line with stipulated terms. They also maintain responsibility for delivering the service as agreed in the BCF plan and in line with statutory duties if applicable. This will include identifying a nominated replacement partner which could include but is not limited to the alternative Partner. Financial arrangements would form part of the new contract agreed.
- (e) Eligibility for access to each service is in line with the published criteria by service.

## **7 FINANCIAL CONTRIBUTIONS**

The financial contribution of the ICB and the Council to any Non-Pooled Funds are set out below and fund the agreed schemes noted in paragraph 5 above. Any variations to these contributions must be agreed by the Partners in writing.

Additional funding to support hospital discharge for 23/24 and 24/25 is intended to provide increased investment in social care and community capacity to support discharge and free up beds. Where appropriate, services can use funding to continue to support investments made from the 22-23 Adult Social Care (ASC) Discharge funding. The 22/23 addendum to the 22/23 BCF policy framework sets out the conditions and metrics governing the use of the Adult Social Care Discharge Grant:

Schedule 6 gives the detail and scope of the Adult Social Care Discharge Grant, supporting the Discharge funding as in table below.

**Financial Year 2023/24 and 2024/25**

	All Funds are Non-Pooled	NHS Contribution		LA Contribution	
		2023/2024	2024/2025	2023/2024	2024/2025
1	Disabled Facilities Grant - DFG			£5,316,897	£5,316,897
2	iBCF Contribution			£13,344,692	£13,344,692
3	NHS Minimum Contribution to LA	£9,572,333	£10,114,127		
4	NHS Minimum Contribution to Health Spend	£17,726,564	£18,729,888		
5	Additional North West London (NWL) ICB Contribution	£1,486,000	£1,486,000		
6	LA Discharge Funding	£1,870,905	£3,105,702		
7	NWL ICB Discharge Funding	£1,670,080	£1,670,080		
	<b>Total Funds</b>	<b>£32,325,882</b>	<b>£35,105,797</b>	<b>£18,661,589</b>	<b>£18,661,589</b>

**8 FINANCIAL GOVERNANCE ARRANGEMENTS***(2) Management of the Non-Pooled Fund*

Contributions to Non-Pooled Funds are prescribed by the BCF Policy Framework and Annual Planning Requirements.

*(3) Audit Arrangements*

All partners shall promote a culture of probity and sound financial discipline and control. Annual scheme expenditure will be audited in accordance with the annual audit process of the relevant organisation.

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

*(4) Financial Management*

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

Where appropriate, contributions will be paid to Partners, invoices shall be paid for the agreed level of funding and shall be paid within 30 days of the invoice date.

Monitoring and reporting arrangements are in line with standard business protocols, managed jointly between the BCF Programme Team and Finance function.

## **9 VAT**

Each partner will be responsible for the treatment of VAT in accordance with relevant guidance from HM Customs and Excise.

## **10 GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

Following a joint NHS and local government assurance process at regional level, and in accordance with the Department of Health and Social Care, Ministry for Levelling Up, Housing and Communities, Council, and NHS England - the Better Care Fund Planning Requirements for 2023-25 plans will be approved by NHS England.

The BCF plans for spending will be jointly agreed by the Council and North West London ICB.

A report will be presented to the Health and Wellbeing Board (HWBB) outlining the plans before the commencement of the services, or as soon as reasonably possible thereafter should there be delays from a government department or agency, or joint process impacting this requirement.

BCF Performance and Finance Reports will be presented to the Health and Wellbeing Board on a bi-annual basis.

The North West London ICB and Brent Council will plan and develop the Better Care Plan and monitor and review performance.

Each Lead Partner is responsible for;

- monitoring and managing contract performance in accordance with the service contracts including any contractual requirement in relation to creating efficiencies and savings where possible.

The nominated Program Manager is responsible for preparing and submitting to the Partnership Board the;

- Quarterly reports for the Borough based partnership
- Completing the annual return on income and expenditure together
- Providing any other information as may be required by partners or the ICP to monitor the effectiveness of the non-pooled funds
- Providing any other information as required to enable the partners to complete their own report and returns within statutory timescales

## **11 NON FINANCIAL RESOURCES**

The Council will provide the officer resources to plan, monitor and implement the BCF schemes and governance and funding conditions of reporting.

The ICB will provide the officer resources to plan, monitor and implement the BCF schemes and governance and funding conditions of reporting.

## **12 STAFF**

Staff are employed directly by the Council, ICB or Providers.

## **13 ASSURANCE AND MONITORING**

Biannual reports will be presented to the Health and Wellbeing Board.



**14 LEAD OFFICERS**

Partner	Name of Lead Officer	Address	Email Address
Brent Council	Rachel Crossley	Brent Civic Centre Engineers Way Wembley Park Wembley HA9 0FJ	<a href="mailto:rachel.crossley@brent.gov.uk">rachel.crossley@brent.gov.uk</a>
	Tom Shakespeare		<a href="mailto:tom.shakespeare@brent.gov.uk">tom.shakespeare@brent.gov.uk</a>
	Nipa Shah		<a href="mailto:nipa.shah@brent.gov.uk">nipa.shah@brent.gov.uk</a>
Brent ICB	Jane Wheeler	NW London ICB HQ 15 Marylebone Road London NW1 5JD	<a href="mailto:jane.wheeler2@nhs.net">jane.wheeler2@nhs.net</a>
	Steve Vo		<a href="mailto:stevetruong.vo@nhs.net">stevetruong.vo@nhs.net</a>

**15 INTERNAL APPROVALS**

Internal approvals via sovereign processes and procedures.

**16 RISK AND BENEFIT SHARE ARRANGEMENTS**

For operational requirements in relation to the Non-Pooled funds the lead partner shall inform the Programme Manager on a minimum of a quarterly basis and report any risks to effective delivery. This will trigger a co-ordinated assessment to be completed and formal action plan to be drawn up. The assessment is to cover any and all linked risks to partners, services or patients including financial.

For quarterly budget and financial monitoring / reporting of the Non-Pooled funds if a Lead Partner has recognised that there is there is a risk of an underspend or an overspend the Lead Partner shall inform the Programme Manager and report any risks to effective delivery. This will trigger a co-ordinated assessment to be completed and formal action plan to be drawn up. The assessment is to cover any and all linked risks to partners, services or patients including operational.

All assessments of risk and benefit are to be reviewed jointly by the BCF Programme team comprising representatives of both Council and the Brent ICB team to ensure solutions, risk and benefits are effectively addressed.

**17 REGULATORY REQUIREMENTS**

The Partners shall cooperate with any investigation undertaken by the Care Quality Commission(CQC), the Parliamentary and Health Services Ombudsman and / or the Local Government Commissioner for England or any regulatory authority / body. The Partners shall cooperate with any audit undertaken by the Audit Commission (or any successor body), the Department of Health and Social Care, NHS England and / or any local government audits.

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

**18 INFORMATION SHARING AND COMMUNICATION**

The Partners must comply with the provisions of the Data Protection Laws and any other relevant data protection law in force so far as applicable to this Agreement and the Services and must indemnify each other against all actions, costs, expenses, claims, proceedings and demands which may be brought against the other Party for breach of statutory duty under these statutes which arises from the use, disclosure or transfer of Personal Data by the other Party or its servants or agents.

For the purposes of this Clause 18, the terms "Data Controller", "Data Processor", "Data Subject", "Data" and "Processing" will have the meaning prescribed under the Data Protection Laws.

Each Partner and provider of the scheme must also comply with the published standards of their organisation, noting best practice and patient care at the core of operational policy.

## **19 DURATION AND EXIT STRATEGY**

The BCF ICB and Council schemes are agreed for the Financial Years 2023-2024 and 2024-2025.

Each Partner is responsible for the detailed contract, budget, duration and delivery, planning service and design and continuance for the scheme they lead. Any termination of individual schemes would be in line with contracts agreed. A Partner can only terminate contracts for which they are responsible and must raise all possible risk scenarios in a timely manner to the BCF Programme Team, who will escalate as required in line with their respective governance process. The process must assess risks to patient care and the wider program, including any actions required to mitigate.

Partners are responsible for ensuring that all services which form part of the Council or ICBs statutory duties are maintained.

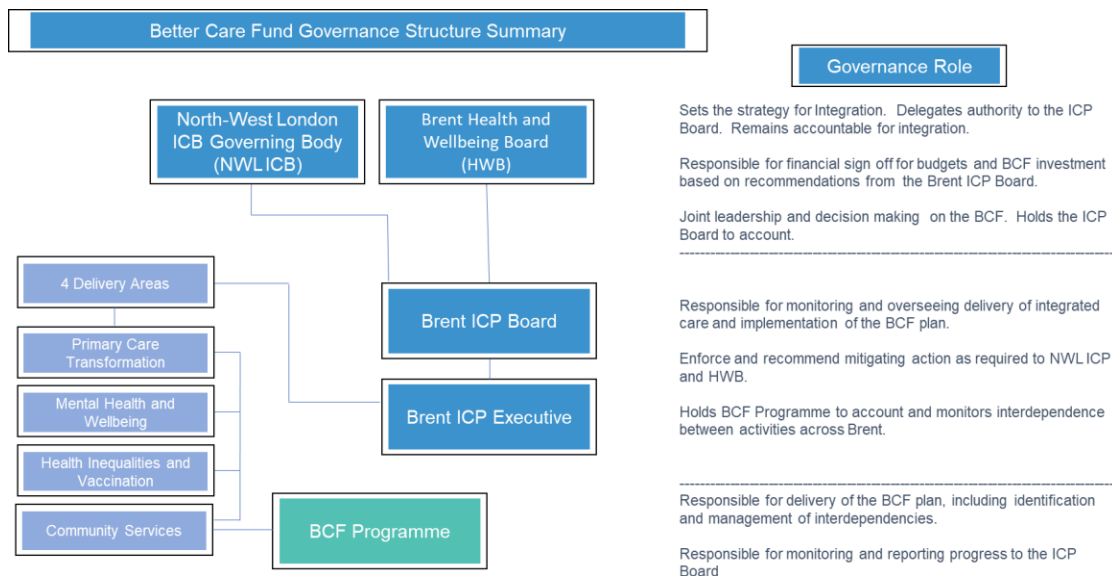
The ownership of equipment or other assets belonging to the schemes are considered the property of the Lead Partner. When a scheme closes, any assets must be assessed for appropriate re-distribution within related schemes delivered by the partner to support residents and patient care.

The Lead Partner holds responsibility and liability for all on going contracts including payments and debts related to the schemes they contract. This includes schemes solely funded through the BCF Programme or schemes for which BCF provides a portion of the funding.

## SCHEDULE 2 GOVERNANCE (Replaced)

### 1 Partnership Board

1.1 Brent ICP Executive will take on the functions of the Partnership Board, sitting within structure as set out below. Membership will be in line with the existing terms of reference for Brent ICP Executive Group.



### 2 Role of Partnership Board

The Partnership Board shall:

- 2.1.1 provide strategic direction on the Individual Schemes
- 2.1.2 receive the financial and activity information;
- 2.1.3 review the operation of this Agreement and performance manage the Individual Services;
- 2.1.4 agree such variations to this Agreement from time to time as it thinks fit;
- 2.1.5 annually review and agree a risk assessment;
- 2.1.6 annually review and agree revised Schedules as necessary;
- 2.1.7 request such protocols and guidance as it may consider necessary in order to enable each Pooled Fund Manager to approve expenditure from a Pooled Fund;
- 2.1.8 cooperate with the Pooled Fund Manager in meeting the reporting requirements in accordance with relevant National Guidance.
- 2.1.9 report directly to the North West London ICB and the Brent Partnership Board on a Quarterly basis in accordance with relevant National Guidance.

### 3 Partnership Board Support

The Partnership Board will be supported by officers from the Partners from time to time.

#### **4 Meetings**

- 4.1 The Partnership Board will meet Quarterly at a time to be agreed, following receipt of each Quarterly report from the BCF Lead.
- 4.2 The quorum for meetings of the Partnership Board shall be a minimum of one representative from each of the Partner organisations.
- 4.3 Decisions of the Partnership Board shall be made unanimously. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the Partnership Board. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with in accordance with the dispute resolution procedure set out in the Agreement.
- 4.4 Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.
- 4.5 Minutes of all decisions shall be kept and copied to the Authorised Officers within [seven (7)] days of every meeting.

#### **5 Delegated Authority**

- 5.1 The Partnership Board is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:
  - 5.1.1 to authorise a Lead Partner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

#### **6 Information and Reports**

The BCF Programme Lead shall supply to the Partnership Board on a Quarterly basis the financial and activity information as required under the Agreement.

#### **7 Post-termination**

The Partnership Board shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any contracts are received by the Partners in the same proportions as their respective contributions at that time.

### **SCHEDULE 3– FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS (Replaced)**

Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in Clause 1 of the main body of Agreement.

Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule 3.

#### **Financial Contributions**

Financial contributions are paid in accordance with Schedule 1 into the nominated bank account accounts in line with standing instruction

There are no pooled funds requiring financial management.

#### **Risk Share**

1. The Partners have agreed the financial risk share arrangements set out in this Schedule with regard to overspends and underspends.
2. By its nature a pooled budget provides an appropriate vehicle for sharing risk between the Partners. The general principles for risk-sharing are:
  - (i) The financial impact of unpredictable incidences on system wide deliverables should be shared proportionality, dependent on the scheme and service, amongst the parties to the agreement. This supports a general principle that all Partners equally contribute effort to the effective delivery of the schemes; and
  - (ii) Where the impact is so financially significant that individual bodies could be at financial risk, the Partners need to work together to mitigate the impact.
3. Each Partner has the responsibility for the management of their respective BCF Schemes as per Schedule 1.

#### **Overspends**

4. The Partner listed as the Lead Commissioner of a Service Contracts in accordance with Schedule 1 shall be responsible for any Overspends for such Service Contracts and shall be responsible for managing any projected Overspends for such Service Contract that may occur during its Term.
5. The Partners shall inform the BCF Programme Team in accordance with Clauses 9 and 10 of this schedule where the remedial actions to address any projected Overspend may impact on one or more of the Individual Schemes set out in Schedule 1.
6. The BCF Programme Team shall use its best endeavours to preserve the integrity of Individual Schemes.
7. Where remedial action is proposed to address a projected Overspend that may jeopardise the integrity of an Individual Scheme, a report shall be provided to the Partnership Board. This should be before such action is implemented unless operational requirements mean that a sooner decision must be taken, in which case appropriate consultation must have taken place with the BCF Programme Team and key members of the ICB Executive.

## **Underspends**

8. Any underspends in relation to a particular Service Contract shall be used to offset any Overspends of the same Lead Partner in the first instance (as identified in Schedule 1).
9. In the event one Partner has an overspend with no underspends and the other Partner has an underspend with no overspends, or there are any underspends and no overspends the Partners shall be required to meet to discuss and agree how to address the problem and determine how the overspends and underspends should be applied, within the requirements of the law.

## **SCHEDULE 4– JOINT WORKING OBLIGATIONS (Replaced)**

### **Part 1 – LEAD PARTNER OBLIGATIONS**

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

- 1 The Lead Partner shall notify the other Partners if it receives or serves:
  - 1.1 a Change in Control Notice;
  - 1.2 a Notice of an Event of Force Majeure;
  - 1.3 a Contract Query;
  - 1.4 Exception Reportsand provide copies of the same.
- 2 The Lead Partner shall provide the other Partners with copies of any and all:
  - 2.1 Monthly Activity Reports;
  - 2.2 Review Records; and
  - 2.3 Remedial Action Plans;
  - 2.4 Service Quality Performance Report;
- 3 The Lead Partner shall consult with the other Partners before attending:
  - 3.1 an Activity Management Meeting;
  - 3.2 Contract Management Meeting;
  - 3.3 Review Meeting;and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.
- 4 The Lead Partner shall not:
  - 4.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
  - 4.2 vary any Provider Plans (excluding Remedial Action Plans);
  - 4.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
  - 4.4 give any approvals under the Service Contracts;
  - 4.5 agree to or propose any variation to the Service Contracts (including any Schedule or Appendices);
  - 4.6 suspend all or part of the Services;
  - 4.7 serve any notice to terminate the Service Contracts (in whole or in part) pursuant to the terms of the relevant Service Contract;
  - 4.8 serve any notice;

- 4.9 agree (or vary) the terms of a Succession Plan;  
  
without the prior approval of the other Partners such approval not to be unreasonably withheld or delayed.
- 5 The Lead Partner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.
- 6 The Lead Partner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution
- 7 The Lead Partner shall share copies of any reports submitted by the Service Provider to the Lead Partner pursuant to the Service Contract (including audit reports)

#### **Part 2– OBLIGATIONS OF THE OTHER PARTNER**

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

- 1 Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Partner (including the provision of data and other information) as is reasonably necessary to enable the Lead Partner to:
  - 1.1 resolve disputes pursuant to a Service Contract;
  - 1.2 comply with its obligations pursuant to a Service Contract and this Agreement;
  - 1.3 ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;
- 2 No Partner shall unreasonably withhold or delay consent requested by the Lead Partner.
- 3 Each Partner (other than the Lead Partner) shall:
  - 3.1 comply with the requirements imposed on the Lead Partner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;
  - 3.2 notify the Lead Partner of any matters that might prevent the Lead Partner from giving any of the warranties set out in a Services Contract or which might cause the Lead Partner to be in breach of warranty.



**SCHEDULE 5 – BETTER CARE FUND PLAN AND NARRATIVE (Replaced)**



BCF 2023-25 Brent  
Updated 30082023.xl



BCF narrative  
template 2023-25 Bre

## **SCHEDULE 6– ADULT SOCIAL CARE DISCHARGE GRANT (Replaced)**

### **Overview of Individual Service**

This schedule relates to services funded by the Adult Social Care Discharge Grant. The financial contributions from the Council and NHS North West London Integrated Care Board (NHS NWL ICB) Brent are included in the Better Care Fund (BCF) pool from 2023/24. The arrangements for the management and monitoring of the BCF pooled fund are outlined in the BCF service schedule. This schedule outlines the details on the integrated arrangements to support the timely and safe discharge of patients from hospital into appropriate community settings.

### **Context and Aims**

The Plan for Patients<sup>1</sup> (published Sept 2022) underpinned a national commitment to support the timely and safe discharge from hospital into the community by reducing the number of people delayed in hospital awaiting social care through additional financial investment. This investment will be pooled into the local BCF and is expected to complement local plans for improving discharge outcomes under national condition 4 of the main BCF plan for the area.

To support this for 23/24, funding has been allocated to local boroughs to commission 1) bridging services from their usual domiciliary care providers and 2) increased capacity within care home beds to manage patients with complex behaviour and / or dementia

### **Bridging services**

These services aim to facilitate a comprehensive assessment, decision making and care planning of appropriate individual patients at their usual place of residence, and a seamless transfer of care to services that provide longer periods of care where ongoing care needs have been identified. Bridging services offer a structured approach for transitioning patients on Pathway 1, who have undergone treatment and have been determined to be ready for discharge from a hospital or inpatient facility. Patients will be referred promptly and be assessed within 4 hours of the referral to ensure they are appropriate. If appropriate for the bridging service, patients will be safely discharged within 12-hours of readiness for discharge, to their usual place of residence. Following discharge, patients will receive care and support for a period of up to 5 days. During this period, their care needs will be assessed to determine the required level of care before a seamless transition to extended care services, as necessary.

### **Pathway 3 beds / support for complex patients**

This provision is for people who can't return home and require 24-hour care and supervision in a care home placement either an interim basis whilst their longer term needs are assessed or longer term, where required. This will mean patients can be assessed and cared for in a safe and appropriate environment. In particular, this is focused on patients who have complex behavioural needs including dementia as we recognise the lack of capacity for this cohort which creates discharge delays and challenge. This provision will apply to patients identified as pathway 3 at the point of discharge.

There are different local configurations and boroughs will create additional capacity within shared resources using the following principles:

- Beds / services specifically aimed to create more capacity for patients with complex needs, including behaviours that challenge and dementia
- Supports assessment of longer-term care in a non-acute environment
- Where interim we should be aim for temporary placement of around 28 days, balanced with need of resident in relation to their optimal recovery.
- Multi-disciplinary approach should be taken, including therapy and onwards coordination and oversight
- Aim to reduce number of patients placed in a number of different spot-purchased care homes both in and out of borough at high cost

<sup>1</sup> [Our plan for patients - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/107111/our-plan-for-patients.pdf)

- Reduce length of stay which is often much greater than 28 days due to delay in completing the assessment process.
- Ensure patients have an opportunity for assessment of their potential for recovery and rehabilitation
- Ensure staff have appropriate skillset and training to be able to assess patients in timely manner
- Ensure only appropriate placement of patients in pathway 3 beds.
- Avoid delays in market availability and inflated costs

Additional funding for 23/24 is intended to provide increased investment in social care and community capacity to support discharge and free up beds, where appropriate services can use funding to continue to support investments made from the 22-23 ASC Discharge funding. The 22/23 addendum to the 22/23 BCF policy framework sets out the conditions and metrics governing the use of the Adult Social Care Discharge Grant:

- The allocation agreed and pooled into local BCF section 75 agreements with plans for spend agreed by Council and ICB chief executives and signed off by the Health and Well Being Boards.
- Funding should only be used on permitted activities that reduce flow pressure on hospitals, including in mental health inpatient settings.
- Funding should prioritise approaches that are most effective in freeing up the maximum number of hospital beds and reducing the bed days lost within the funding available, including from mental health inpatient settings. Discharge to assess and the provision of homecare is recognised as an effective option for discharging people in a safe and timely manner. Residential care to meet complex health and care needs may be more appropriate for people who have been waiting to be discharged for a long time
- ICBs should ensure that support from the NHS for discharges into social care is available throughout the week, including at weekends
- Partners will participate in process reviews and comply with nationally prescribed reporting arrangements and timescales as required by the DHSC.
- ICBs, hospital trusts and Councils should work together to improve all existing NHSE and local authority discharge data collections including related situation reporting data and discharge data submitted as part of the commissioning data set
- As a minimum social care providers must keep the required capacity tracker data updated in line with the [Adult Social Care Provider Provisions statutory guidance](#).

The impact the additional funding is having will be tracked by the following metrics:

<b>Metric</b>	<b>Who is responsible for reporting</b>	<b>Is reporting at Trust/ICB or borough level</b>
the number of people discharged to their usual place of residence (existing BCF metric)	NHSE regional team	Trust / ICB
the absolute number of people 'not meeting criteria to reside' (and who have not been discharged)	NHSE regional team	Trust/ICB
the number of 'Bed days lost' to delayed discharge by trust (from the weekly acute sitrep)	NHSE regional team	Trust/ICB
the proportion (%) of the bed based occupied by patients who do not meet the criteria to reside, by trust	NHSE regional team	Trust/ICB
the number of care packages purchased for care homes, domiciliary care and intermediate care (to be collected through a new template)	Boroughs/BCF leads	Borough level

## AIMS AND OUTCOMES

The Adult Social Care grant provides a pooled fund arrangement to be used in accordance with the Grant conditions.

A copy of the Adult Social Care Discharge Grant submission template will be attached to this Agreement.

The government is committed to ensuring health and social care systems, along with providers work together to meet the needs of people and to make best use of resources available; this is evidenced through the creation of integrated care systems. The aim of the Grant is for local areas to jointly determine the interventions that best enable the discharge of patients from hospital to the most appropriate location for their ongoing care. The Grant will

- enable more people to be discharged to an appropriate setting, including from mental health inpatient settings, with adequate and timely social care support as required
- prioritise those approaches that are most effective in freeing up the maximum number of hospital beds and reducing bed days lost within the funding available, including from mental health inpatient settings. The provision of homecare is recognised as an effective option for discharging more people in a safe and timely manner. Residential care to meet complex health and care needs may be more appropriate for people who have been waiting to be discharged for a long time
- boost general adult social care workforce capacity through recruitment and retention activity, where that will help to reduce delayed discharges from hospital

The funds must be spent by 31<sup>st</sup> March 2024, there is currently no scope to carry forward underspends. If necessary, the plan can be altered to deliver better outcomes if partners are in agreement. The change in actual spend will need to be confirmed at the End of Year BCF update report.

## FINANCIAL OVERVIEW

Brent Discharge Funding	2023-24	
	Income	Expenditure
Running Balances		
Local Authority Discharge Funding	£1,870,905	£1,870,905
ICB Discharge Funding	£1,670,080	£1,670,080
<b>Total</b>	<b>£3,540,985</b>	<b>£3,540,985</b>

**SCHEDULE 7– WAITING WELL INITIATIVES (Removed)**

**for Autism Children and Young People.**

FY 2023/24 Service Development from NWL ICB for the transformation and growth of community-based services to support delivery of the NHS Long Term Plan, specifically for individuals with learning disabilities and autism.

This schedule covers funding for £130,000 for Brent Borough, allocated to Brent Council to commission and deliver in line with agreed business case.

- Two Social Communication Navigators
- Train-the-Trainer Parenting Courses: Tailored for parents of neuro diverse children to increase the pool of trained practitioners.

This schedule is not a part of the BCF plan.

## Schedule 1

## **SCHEDULE 1 – SCHEME SPECIFICATION**

### **Part 1 – Better Care Fund (BCF) Services Schedule 2024/25**

#### **TEMPLATE SERVICE SCHEDULE**

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

#### **1 OVERVIEW OF INDIVIDUAL SERVICE**

##### **1.1 Name of the Individual Scheme:**

Better Care Fund – please refer to the tables for the individual schemes at section 5 – Services

##### **1.2 Relevant context and background information**

The Local Authority (LA) has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of Brent.

The ICB has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of Brent.

The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the ICB and the LA establish a partnership for this purpose.

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

Since 2015, the Government's aims around integrating health, social care and housing, through the Better Care Fund (BCF), have played a key role in the journey towards person-centred integrated care. This is because these aims have provided a context in which the NHS and local authorities work together, as equal partners, with shared objectives. The plans produced are presented and agreed by the Health and Wellbeing Board and represent a single, local plan for the integration of health and social care.

In every year of its operation, most local areas have agreed that the BCF has improved joint working and had a positive impact on integration.

There are no pooled funds.

#### **2 AIMS AND OUTCOMES**

The aims and benefits of the Partners in entering into this Agreement are to:

- (1) Improve the quality and efficiency of the health and social care to improve outcomes for residents.
- (2) Meet the National Conditions and Local Objectives for BCF;
- (3) Make more effective use of resources to support the integration of Health and Social Care.

### 3 THE ARRANGEMENTS

The ICB and LA are the lead commissioners for their respective projects. Each project is funded as a non-pooled fund.

### 4 FUNCTIONS

Under the Care Act 2014, local authorities are under a duty to carry out their care and support responsibilities with the aim of joining-up the services provided or other actions taken with those provided by the NHS and other health-related services (for example, housing or leisure services). This general requirement applies to all the local authority's care and support functions for adults with needs for care and support and for carers. The duty applies where the local authority considers that the integration of services will:

- promote the wellbeing of adults with care and support needs or carers in its area
- contribute to the prevention or delay of the development of additional support and care needs of citizens
- improve the quality of care and support in the local authority's area, including the outcomes that are achieved for local citizens

The BCF contributes to the LA fulfilling its Duty in accordance with the Care Act 2014.

### 5 SERVICES

A 2-year plan 2023/25 was signed of and for 2023/24 covered under a S75 sealed on 9<sup>th</sup> January 2024. A review of year 2 of the plan, covering spend in 2024/25 was subsequently undertaken and this plan update for 2024/25 related to Brent ICB and Brent LA schemes are outlined in the tables below. These are defined by funding streams. 2023/24 is included for context.

Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Area of Spend	Commissioner	Provider	Source of Funding	New/ Existing Scheme for 2024/25	Expenditure 23/24 (£)	Expenditure 24/25 (£)
<b>Scheme Funded by Disability Facilities Grant - DFG</b>				<b>2023-24 - £5,780,850</b>			<b>2024-25 - £5,799,407</b>			
43	Disability Facilities Grant (DFG)	Provision of an integrated universal access service to support home adaptations. Budget is pooled with other grants to provide this service.	DFG Related Schemes	Social Care	LA	Local Authority	DFG	Existing	£5,780,850	£5,799,407
<b>Scheme Funded by iBCF Contribution</b>				<b>2023-24 - £13,344,692</b>			<b>2024-25 - £13,344,692</b>			
38	Spot purchasing of Nursing care beds	Nursing Home Placement	Residential Placements	Social Care	LA	Local Authority	iBCF	Existing	£3,252,404	£3,252,404
39	Home Care	Provision of domiciliary home care packages	Home Care or Domiciliary Care	Social Care	LA	Local Authority	iBCF	Existing	£5,551,590	£5,551,590
40	New accommodation independent living	Provision of new supported living units to support people to remain independent. Covers 7 days.	Housing Related Schemes	Social Care	LA	Local Authority	iBCF	Existing	£3,417,698	£3,417,698
41	Handyman service	Handyman service to provide speedy adaptations, setting up home environment, blitz cleans to support hospital discharge	Housing Related Schemes	Social Care	LA	Local Authority	iBCF	Existing	£56,000	£56,000
42	Social worker, Care assessor, Occupational therapist and Housing officer in Hospital discharge team	Additional staff to support hospital discharge and MDT working, within multi disciplinary team.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	iBCF	Existing	£1,067,000	£1,067,000



Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Area of Spend	Commissioner	Provider	Source of Funding	New/ Existing Scheme for 2024/25	Expenditure 23/24 (£)	Expenditure 24/25 (£)
<b>Scheme Funded by NHS Minimum Contribution to Local Authority</b>					<b>2023-24 - £9,572,333</b>			<b>2024-25 - £10,114,127</b>		
1	Residential and Nursing Care Provision	Spot provision of residential and nursing care placements in Care Homes	Residential Placements	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£3,735,048	£3,326,874
2	Step down beds - line 1 of 2	Block contract beds for step down patients co-located in extra care	Residential Placements	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£250,000	£264,150
3	Reablement Service - line 1 of 2	Funding for staff and reablement services at home to support discharge	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£948,000	£1,442,640
4	Reablement Home Care Packages	Provision of Reablement Packages at home	Home-based intermediate care services	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£750,000	£2,043,387
6	Reablement training	Provision of training for workforce development in reablement providers to drive up quality and effectiveness reablement.	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£20,000	£21,132
8	Complex Care Training for Care Homes / Community Carers	Support for training, staff development, governance inc. dementia	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£75,000	£79,245
11	Supporting Hospital discharges	Cost of living support to facilitate hospital discharges	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£30,000	£20,000
13	Additional wrap round services in persons own home	Additional support through domiciliary care package, including night care	Home Care or Domiciliary Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£221,450	£233,984
15	Carers service	Respite services - Brent gateway service to support carers	Carers Services	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£204,000	£215,546
17	ICP Program Management - line 1 of 2	Team delivering integrated programs and transformation	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£300,000	£364,527
24	x3 occupational therapist in access team	Ensuring swift provision of community equipment, aids and adaptations, to prevent health decline, support mobility admission avoidance and carer support.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£120,000	£202,448
25	x1 carer engagement officer	Provide information, advise and support for carers to help engagement and choice.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£36,000	£57,787
27	SWs to support neighbourhood teams	Supporting neighbourhood teams within PCN and community services	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£145,123	£257,814
28	2 x Housing Officers, 1 = inpatient MH unit, 1 = acute discharges	Supporting assessment and facilitating discharge and ongoing care planning	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£40,000	£101,717
29	x2 support workers	Support discharges from MH unit and A/E	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£72,000	£107,716
30	MH Advanced Practitioner (AMP)	1 x AMP supporting admission avoidance, acute hospital sites	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£50,000	£57,787
32	Community Equipment OT to support Hospital discharges (equipment needs)	Ensuring swift provision of community equipment, aids and adaptations, to prevent health decline, support mobility admission avoidance and carer support.	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£90,500	£76,602
33	Practice Development Lead (PDL)	To manage occupational therapy flow across the system	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£84,000	£81,302
34	Programme worker to map out and develop Autism pathway	Programme worker to map out and develop Autism pathway, part of integrated models of provision.	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£90,500	£53,859
35	Additional social worker to support discharges from Mental Health Units	Support patients in inpatient MH unit to facilitate early discharge	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£84,000	£65,000
36	Programme Worker to support BCF planning, assurance and reporting	Programme management staff	Enablers for Integration	Social Care	LA	Local Authority	Minimum NHS Contribution	Existing	£82,000	£76,602
101	Admiral Nurses	2 x Admiral Nurses, shared funding 50 / 50% with Dementia UK	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	New	N/A	£95,352
102	OTs to deliver MHRA Equipment Safety checks	2 x OTs to complete safety checks on equipment in community required by MHRA.	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	New	N/A	£130,000
106	Hospital Discharge Team - Line 2 of 2	2 of 2 lines funding entire HDT team	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	New	N/A	£588,656
107	Business Support staff for Safeguarding & DoLS team	Taking minutes, supporting wider service for all complex safeguarding hub planning meetings across health and external partners	Workforce recruitment and retention	Social Care	LA	Local Authority	Minimum NHS Contribution	New	N/A	£150,000

Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Area of Spend	Commissioner	Provider	Source of Funding	New/ Existing Scheme for 2024/25	Expenditure 23/24 (£)	Expenditure 24/25 (£)
<b>Scheme Funded by NHS Minimum Contribution to Health Spend</b>										
					<b>2023-24 - £17,726,564</b>			<b>2024-25 - £18,729,888</b>		
44	Community Based Schemes	Community rapid response service and falls, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£3,207,223	£3,226,467
45	Enhanced Care Home Support	Supporting care home patients with preventative measures to avoid hospital admissions, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£1,009,653	£1,015,711
46	Community Based Schemes - Rehab beds in Furness Ward, Willesden. Line 1 of 2	Shared scheme to improve access to and outcomes for pathway 2 rehab for all ages, all NW London patients	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£1,064,242	£1,070,628
47	ICCS - Integrated Care Co-Ordinators Service	Providing integrated neighbourhood care support with care coordinators	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£229,008	£230,382
48	Integrated complex patient management	Supporting patients with frailty and complex care needs, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£1,331,230	£1,339,217
49	Integrated Rehab and Reablement	Supporting patient flow from discharge, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£1,475,344	£1,484,196
50	Tissue Viability	Supporting patients with Tissue Viability care, multi disciplinary team supporting independence inc. anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£502,184	£505,197
51	Safeguarding - Children	Community Based Schemes	Community Based Schemes	Community Health	NHS	Local Authority	Minimum NHS Contribution	Existing	£45,900	£48,498
52	Safeguarding - Adults	Community Based Schemes	Community Based Schemes	Community Health	NHS	Local Authority	Minimum NHS Contribution	Existing	£25,000	£26,415
53	Community Equipment	Community based services supporting safe discharges and enabling residents live at home independently.	Assistive Technologies and Equipment	Community Health	NHS	Local Authority	Minimum NHS Contribution	Existing	£1,532,931	£2,012,538
54	NHS Community Service - Ageing Well Anticipatory Care	NHS Community Service - Ageing Well Anticipatory Care, delivered by multi disciplinary team.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£193,932	£195,096
55	NHS Community Service - Ageing Well Diabetes	NHS Community Service - Ageing Well Diabetes, delivered by multi disciplinary team.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£478,557	£481,428
56	NHS Community Service - Ageing Well Fair shares of remainder/tackling inequalities	NHS Community Service - Ageing Well Fair shares of remainder/tackling inequalities, delivered by multi disciplinary team.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£281,910	£283,602
57	NHS Community Services - Community Nursing	NHS Community Services - Community Nursing, supporting independence and anticipatory care.	Community Based Schemes	Community Health	NHS	NHS Community Provider	Minimum NHS Contribution	Existing	£6,349,451	£6,810,513

Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Area of Spend	Commissioner	Provider	Source of Funding	New/ Existing Scheme for 2024/25	Expenditure 23/24 (£)	Expenditure 24/25 (£)
<b>Scheme Funded by Additional NHS NWL ICB Contribution</b>										
					<b>2023-24 - £1,486,000</b>			<b>2024-25 - £1,216,000</b>		
67	D2A Integrated Rehab and Reablement - Community Based	3 x Physio based in Community, under CLCH	Workforce recruitment and retention	Community Health	NHS	Local Authority	Additional NHS Contribution	Existing	£416,000	£403,000
71	Reablement Service Team - line 2 of 2	Staff delivering reablement and rehabilitation packages at home.	Workforce recruitment and retention	Community Health	NHS	Local Authority	Additional NHS Contribution	Existing	£550,000	£563,000
72	Step down beds - line 2 of 2	Block contract beds for step down patients co-located in extra care	Residential placements	Social Care	NHS	Local Authority	Additional NHS Contribution	Existing	£250,000	£250,000

Scheme ID	Scheme Name	Brief Description of Scheme	Scheme Type	Area of Spend	Commissioner	Provider	Source of Funding	New/ Existing Scheme for 2024/25	Expenditure 23/24 (£)	Expenditure 24/25 (£)
<b>Scheme Funded by Local Authority Discharge Funding</b>										
					<b>2023-24 - £1,870,905</b>			<b>2024-25 - £3,118,175</b>		
58	Night Time Floating Support Service	Extending night-time care and support provision with focus to support discharge from acute settings (POC)	Home Care or Domiciliary Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£341,000	£600,000
59	Interim Community Complex Care Packages (1 to 1)	Provision of community care packages for the most complex patients, to support discharge and long term planning.	Home Care or Domiciliary Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£684,000	£320,000
60	Take Home and Settle Service	Supporting patient discharge from acute sites, requiring low level support at home.	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£142,000	£70,000
61	HDT Team, 3 x additional SW's, plus support for weekends / BH	Support with additional capacity to support patient flow inc. 7 day working / Bank Holiday cover	High Impact Change Model for Managing Transfer of Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£228,000	£318,000
63	Short Term Step Down Beds - Dawpool Road	4 x step down beds to support hospital discharge	Bed based intermediate Care Services (Reablement, rehabilitation, wider short-term services supporting recovery)	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£114,000	£171,000
65	Interim Care Home Complex Care packages (1 to 1)	1 to 1 for complex patients upto 6 weeks to encourage / support CH taking challenging patients to facilitate discharge	Home Care or Domiciliary Care	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£100,000	£250,000
66	Community Equipment	Community Equipment	Assistive Technologies and Equipment	Social Care	LA	Local Authority	Local Authority Discharge Funding	Existing	£99,905	£235,000
103	P3 Beds to support discharge from acute hospitals	6 weeks funding to support discharge into residential care	Residential Placements	Social Care	LA	Local Authority	Local Authority Discharge Funding	New	£0	£960,000
104	SW to support step down beds	1 x SW to support patient throughput across all step down bed provision	Workforce recruitment and retention	Social Care	LA	Local Authority	Local Authority Discharge Funding	New	£0	£64,175
105	SWs to support discharge from Mental Health acute settings	2 x SW to support patients discharge across all Brent MH settings	Workforce recruitment and retention	Social Care	LA	Local Authority	Local Authority Discharge Funding	New	£0	£130,000

<b>Scheme Funded by NWL ICB Discharge Funding</b>										
					<b>2023-24 - £1,670,000</b>			<b>2024-25 - £3,124,905</b>		
74	NWL ICB Bridging provision overview	Using winter funds each boroughs procure a dedicated care provider to deliver up to 5 days of care, to enable any patient ready to be discharged home on the same day. Patients are then assessed at home, for either reablement, or longer term needs.	High Impact Change Model for Managing Transfer of Care	Community Health	NHS	Local Authority	ICB Discharge Funding	Existing	£862,012	£1,034,414
75	Nurse Trusted assessor	Supporting discharge from acute to care homes	High Impact Change Model for Managing Transfer of Care	Social Care	NHS	Local Authority	ICB Discharge Funding	Existing	£180,000	£180,000
76	Ashford Place - Dementia / Mental Health Support	VS organisation providing support to MH, Dementia service users including for discharge support, re-integration into community settings.	Prevention / Early Intervention	Other	NHS	Charity / Voluntary Sector	ICB Discharge Funding	Existing	£140,000	£140,000
108	Community Based Schemes - Rehab beds in Furness Ward, Willesden. Line 2 of 2	Shared scheme to improve access to and outcomes for pathway 2 rehab for all ages, all NW London patients	Bed based intermediate Care Services (Reablement, rehabilitation, wider short-term services supporting recovery)	Community Health	NHS	NHS Community Provider	ICB Discharge Funding	New	£0	£120,575
109	Supporting patients where there is unclear commissioning (non-CHC)	To facilitate discharge for patients not meeting CHC or ASC criteria e.g. delirium/stoma care	High Impact Change Model for Managing Transfer of Care	Continuing Care	NHS	NHS	ICB Discharge Funding	New	£0	£220,584
110	Strategic Support from NWL ICB Central Team	Central ICB Support for Borough based teams	Workforce recruitment and retention	Other (NWL)	NHS	NHS	ICB Discharge Funding	New	£0	£50,500
111	Pathway 3 capacity for complex needs	Health funding for complex care patients in P3 beds/other settings. For conditions including dementia and challenging behaviour	Bed based intermediate Care Services (Reablement, rehabilitation, wider short-term services supporting recovery)	Community	LA	Local Authority	ICB Discharge Funding	New	£0	£1,378,832

## 6 COMMISSIONING, CONTRACTING, ACCESS

### ***Commissioning Arrangements:***

Brent Local Authority is the Lead Commissioner for the LA Schemes, and these schemes are directly provided.

Disabled Facilities Grants (DFG) – these scheme costs are facilitated by the Council's Housing Directorate, following Occupational Therapy assessment.

Brent ICB is the Lead Commissioner for the ICB Schemes

### **Contracting Arrangements**

- (a) All Brent LA Schemes are commissioned using established commissioning protocols.
- (b) All ICB services are commissioned using NHS Standard Contracts.
- (c) The Lead Partners for the contracted service is responsible for the contract and commissioning of the individual service.
- (d) The Lead Partner for the contracted service has authority to terminate a contract in line with stipulated terms. They also maintain responsibility for delivering the service as agreed in the BCF plan and in line with statutory duties if applicable. This will include identifying a nominated replacement partner which could include but is not limited to the alternative partner. Financial arrangements would form part of the new contract agreed.
- (e) Eligibility for access to each service is in line with the published criteria by service.

## 7 FINANCIAL CONTRIBUTIONS

The financial contribution of the ICB and the LA to any Non-Pooled Funds are set out below and fund the agreed schemes noted in paragraph 5 above. Any variations to these contributions must be agreed by the Partners in writing.

**Financial Year 2023/24 and 2024/25 (reflecting updated plan v. original 2-year plan.)**

All Funds are Non-Pooled		NHS Contribution		LA Contribution		Uplift
		2023/2024	2024/2025	2023/2024	2024/2025	
1	Disabled Facilities Grant - DFG			£5,780,850	£5,799,407	£18,557
2	iBCF Contribution			£13,344,692	£13,344,692	£0
3	NHS Minimum Contribution to LA	£9,572,333	£10,114,127			£541,794
4	NHS Minimum Contribution to Health Spend	£17,726,564	£18,729,888			£1,003,324
5	Additional North West London (NWL) ICB Contribution	£1,486,000	£1,216,000			£-270,000
6	LA Discharge Funding	£1,870,905	£3,118,175			£1,247,270
7	NWL ICB Discharge Funding	£1,670,080	£3,124,905			£1,454,825
	<b>Total Funds</b>	<b>£32,325,882</b>	<b>£36,303,095</b>	<b>£19,125,542</b>	<b>£19,144,099</b>	<b>£3,995,770</b>

<b>Total Funds 2023-2024</b>	£51,451,424
<b>Total Funds 2023-2025</b>	£55,447,194
<b>Uplift</b>	£3,995,770

## 8 FINANCIAL GOVERNANCE ARRANGEMENTS

### (2) Management of the Non-Pooled Fund

Contributions to Non-Pooled Funds are prescribed by the BCF Policy Framework and Annual Planning Requirements.

### (3) Audit Arrangements

All partners shall promote a culture of probity and sound financial discipline and control. Annual scheme expenditure will be audited in accordance with the annual audit process of the relevant organisation.

All internal and external auditors and any other persons authorised by the partners will be given the right of access to any document, information, or explanation they require

from any employee, or member of the Partnership, in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

#### *(4) Financial Management*

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

Where appropriate, contributions will be paid to Partners, invoices shall be paid for the agreed level of funding and shall be paid within 30 days of the invoice date.

Monitoring and reporting arrangements are in line with standard business protocols, managed jointly between the BCF Programme Team and Finance function.

## **9 VAT**

Each partner will be responsible for the treatment of VAT in accordance with relevant guidance from HM Customs and Excise.

## **10 GOVERNANCE ARRANGEMENTS FOR THE PARTNERSHIP**

In accordance with the Department of Health and Social Care, Ministry for Levelling Up, Housing and Communities, Local Government, and NHS England - the Better Care Fund Planning Requirements for 2024-25 plans will be approved by NHS England following a joint NHS and local government assurance process at regional level.

The BCF plans for spending will be jointly agreed by Local Authority and North West London ICB.

A report will be presented to the Health and Wellbeing Board (HWBB) outlining the plans before the commencement of the services, or as soon as reasonably possible thereafter should there be delays from a government department or agency, or joint process impacting this requirement.

BCF Performance and Finance Reports will be presented to the Health and Wellbeing Board on a bi-annual basis.

The North West London ICB and Brent Council will plan and develop the Better Care Plan and monitor and review performance.

Each Lead partner is responsible for;

- monitoring and managing contract performance in accordance with the service contracts including any contractual requirement in relation to creating efficiencies and savings where possible.

The nominated program manager is responsible for preparing and submitting to the ICB the;

- Quarterly reports for the Borough based partnership
- Completing the annual return on income and expenditure together
- Providing any other information as may be required by partners or the ICP to monitor the effectiveness of the non-pooled funds

- Providing any other information as required to enable the partners to complete their own report and returns within statutory timescales

## 11 NON FINANCIAL RESOURCES

The LA will provide the officer resources to plan, monitor and implement the BCF schemes and governance and funding conditions of reporting.

The ICB will provide the officer resources to plan, monitor and implement the BCF schemes and governance and funding conditions of reporting.

## 12 STAFF

Staff are employed directly by the Local Authority, ICB or Providers.

## 13 ASSURANCE AND MONITORING

Biannual reports will be presented to the Health and Wellbeing Board.

## 14 LEAD OFFICERS

Partner	Name of Lead Officer	Title	Address	Email Address
Brent Council	Rachel Crossley	Corporate Director Community Health and Wellbeing	Brent Civic Centre Engineers Way Wembley Park Wembley HA9 0FJ	<a href="mailto:rachel.crossley@brent.gov.uk">rachel.crossley@brent.gov.uk</a>
NWL ICB	Toby Lambert	Director of Strategy	NW London ICB HQ 15 Marylebone Road London NW1 5JD	<a href="mailto:toby.lambert1@nhs.net">toby.lambert1@nhs.net</a>

## 15 INTERNAL APPROVALS

Internal approvals via sovereign processes and procedures.

## 16 RISK AND BENEFIT SHARE ARRANGEMENTS

For operational requirements in relation to the non-pooled funds the lead partner shall inform the programme manager on a minimum of a quarterly basis and report any risks to effective delivery. This will trigger a co-ordinated assessment to be completed and formal action plan to be drawn up. The assessment is to cover any and all linked risks to partners, services or patients including financial.

For quarterly budget and financial monitoring / reporting of the non-pooled funds if a lead partner has recognised that there is there is a risk of an underspend or an overspend the lead partner shall inform the programme manager and report any risks to effective delivery. This will trigger a co-ordinated assessment to be completed and formal action plan to be drawn up. The assessment is to cover any and all linked risks to partners, services or patients including operational.

All assessments of risk and benefit are to be reviewed jointly by the BCF Programme team comprising representatives of both Local Authority and the Brent ICB team to ensure solutions, risk and benefits are effectively addressed.

## **17 REGULATORY REQUIREMENTS**

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

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

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

## **18 INFORMATION SHARING AND COMMUNICATION**

The Partners must comply with the provisions of the Data Protection Laws and any other relevant data protection law in force so far as applicable to this Agreement and the Services and must indemnify each other against all actions, costs, expenses, claims, proceedings and demands which may be brought against the other Party for breach of statutory duty under these statutes which arises from the use, disclosure or transfer of Personal Data by the other Party or its servants or agents.

For the purposes of this Clause 18, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Data” and “Processing” will have the meaning prescribed under the Data Protection Laws.

Each Partner and provider of the scheme must also comply with the published standards of their organisation, noting best practice and patient care at the core of operational policy.

## **19 DURATION AND EXIT STRATEGY**

The BCF ICB and Council schemes are agreed for the updated plan for Financial Year 2024-2025.

Each Partner is responsible for the detailed contract, budget, duration and delivery, planning service and design and continuance for the scheme they lead. Any termination of individual schemes would be in line with contracts agreed. A partner can only terminate contracts for which they are responsible and must raise all possible risk scenarios in a timely manner to the BCF Programme Team, who will escalate as required in line with their respective governance process. The process must assess risks to patient care and the wider program, including any actions required to mitigate.

Partners are responsible for ensuring that all services which form part of the Local Authority or ICBs statutory duties are maintained.

The ownership of equipment or other assets belong to the schemes are considered the property of the Lead Partner. When a scheme closes, any assets must be assessed for appropriate re-distribution within related schemes delivered by the partner to support residents and patient care.

The Lead Partner holds responsibility and liability for all on going contracts including payments and debts related to the schemes they contract. This includes schemes solely funded through the BCF Programme or schemes for which BCF provides a portion of the funding.

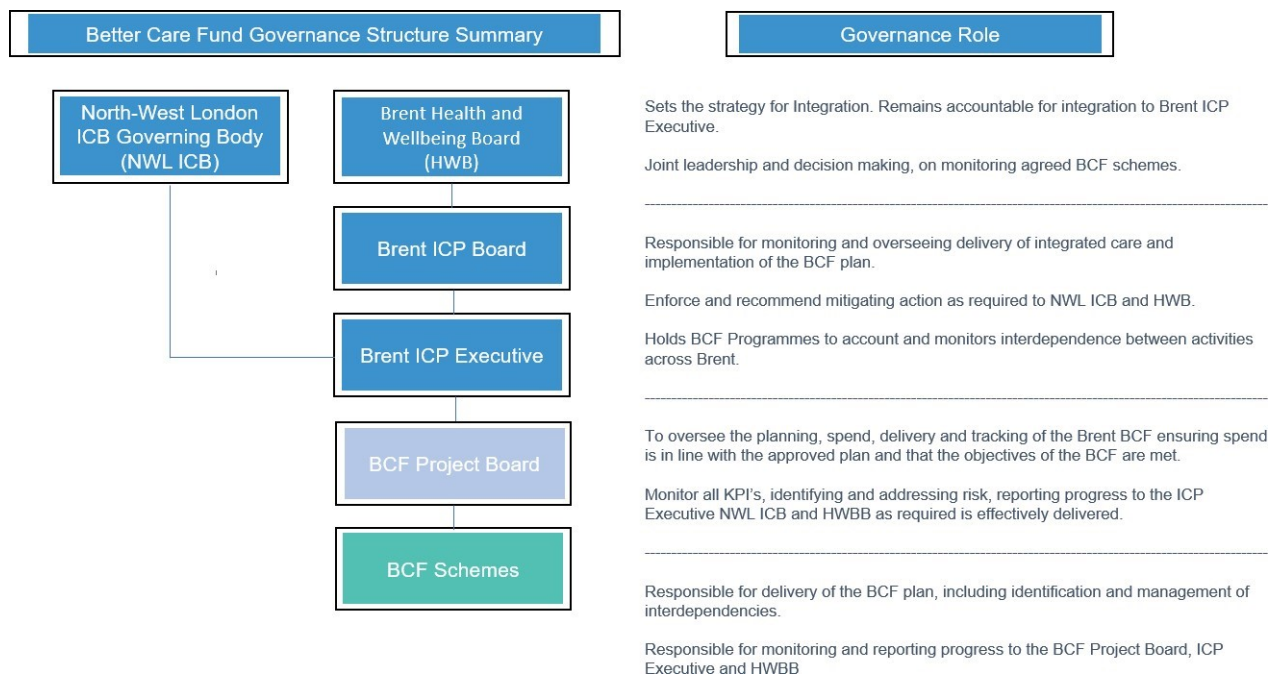


## Schedule 2

## SCHEDULE 2 – GOVERNANCE

### 1 Governance Structure

All membership and responsibilities will be in line with the existing terms of reference for each Group.



### 2 Role of ICP Executive

The ICP Executive shall:

- 2.1.1 provide strategic direction on the Individual Schemes
- 2.1.2 receive the financial and activity information against agreed schemes;
- 2.1.3 review and agree risk assessment and actions required;
- 2.1.4 consider the recommendations made by the BCF Project Board in respect of risk inc. agreeing escalations as required
- 2.1.5 receive quarterly update from BCF Board / BCF Lead;

### 3 Role of BCF Project Board

- 3.1.1 review the operation of individual BCF schemes to ensure effective performance management;
- 3.1.2 agree any variations to agreed schemes as required;
- 3.1.3 review including schemes at risk – against delivery, KPI's and spend;
- 3.1.4 review and propose annually revised plans as necessary and in line with national guidance issued

3.1.5 report to the North West London ICB and the ICP Executive on a quarterly basis in accordance with relevant National reporting requirements.

#### **4 Meetings**

4.1 The BCF Project Board will meet quarterly at a time to be agreed following receipt of the quarterly report of the BCF Lead. The Board then reports to the ICP Executive.

4.2 Minutes of all meetings shall be kept and copied to the Authorised Officers after every meeting.

#### **5 Information and Reports**

The BCF Programme Lead shall supply to the BCF Project Board and the ICP Executive on a Quarterly basis the financial and activity information as required under the Terms of Reference / Agreement.

## Schedule 3

### **SCHEDULE 3– FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS**

Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in Clause 1 of the main body of Agreement.

Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule 3.

#### **Financial Contributions**

Financial contributions are paid in accordance with Schedule 1 into the nominated bank account accounts in line with standing instruction

There are no pooled funds requiring financial management.

#### **Risk Share**

1. The Partners have agreed the financial risk share arrangements set out in this Schedule with regard to overspends and underspends.
2. By its nature a pooled budget provides an appropriate vehicle for sharing risk between the Partners. The general principles for risk-sharing are:
  - (i) The financial impact of unpredictable incidences on system wide deliverables should be shared proportionality, dependent on the scheme and service, amongst the parties to the agreement. This supports a general principle that all Partners equally contribute effort to the effective delivery of the schemes; and
  - (ii) Where the impact is so financially significant that individual bodies could be at financial risk, the Partners need to work together to mitigate the impact.
3. Each Partner has the responsibility for the management of their respective BCF Schemes as per Schedule 1.

#### **Overspends**

4. The Partner listed as the Lead Commissioner of a Service Contracts in accordance with Schedule 1 shall be responsible for any Overspends for such Service Contracts and shall be responsible for managing any projected Overspends for such Service Contract that may occur during its Term.
5. The Partners shall inform the BCF Programme Team in accordance with Clauses 9 and 10 of this schedule where the remedial actions to address any projected Overspend may impact on one or more of the Individual Schemes set out in Schedule 1.
6. The BCF Programme Team shall use its best endeavours to preserve the integrity of Individual Schemes.
7. Where remedial action is proposed to address a projected Overspend that may jeopardise the integrity of an Individual Scheme, a report shall be provided to the Partnership Board. This should be before such action is implemented unless operational requirements mean that a sooner decision must be taken, in which case appropriate consultation must have taken place with the BCF Programme Team and key members of the ICB Executive.

## **Underspends**

8. Any underspends in relation to a particular Service Contract shall be used to offset any Overspends of the same Lead Partner in the first instance (as identified in Schedule 1).
9. In the event one Partner has an overspend with no underspends and the other Partner has an underspend with no overspends, or there are any underspends and no overspends the Partners shall be required to meet to discuss and agree how to address the problem and determine how the overspends and underspends should be applied, within the requirements of the law.

## Schedule 4

## SCHEDULE 4– JOINT WORKING OBLIGATIONS

### Part 1 – LEAD PARTNER OBLIGATIONS

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

- 1 The Lead Partner shall notify the other Partners if it receives or serves:
  - 1.1 a Change in Control Notice;
  - 1.2 a Notice of an Event of Force Majeure;
  - 1.3 a Contract Query;
  - 1.4 Exception Reportsand provide copies of the same.
- 2 The Lead Partner shall provide the other Partners with copies of any and all:
  - 2.1 Monthly Activity Reports;
  - 2.2 Review Records; and
  - 2.3 Remedial Action Plans;
  - 2.4 Service Quality Performance Report;
- 3 The Lead Partner shall consult with the other Partners before attending:
  - 3.1 an Activity Management Meeting;
  - 3.2 Contract Management Meeting;
  - 3.3 Review Meeting;and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.
- 4 The Lead Partner shall not:
  - 4.1 permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
  - 4.2 vary any Provider Plans (excluding Remedial Action Plans);
  - 4.3 agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
  - 4.4 give any approvals under the Service Contracts;
  - 4.5 agree to or propose any variation to the Service Contracts (including any Schedule or Appendices);
  - 4.6 suspend all or part of the Services;
  - 4.7 serve any notice to terminate the Service Contracts (in whole or in part) pursuant to the terms of the relevant Service Contract;



- 4.8 serve any notice;
- 4.9 agree (or vary) the terms of a Succession Plan;  
without the prior approval of the other Partners such approval not to be unreasonably withheld or delayed.
- 5 The Lead Partner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.
- 6 The Lead Partner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution
- 7 The Lead Partner shall share copies of any reports submitted by the Service Provider to the Lead Partner pursuant to the Service Contract (including audit reports)

## **Part 2– OBLIGATIONS OF THE OTHER PARTNER**

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

- 1 Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Partner (including the provision of data and other information) as is reasonably necessary to enable the Lead Partner to:
  - 1.1 resolve disputes pursuant to a Service Contract;
  - 1.2 comply with its obligations pursuant to a Service Contract and this Agreement;
  - 1.3 ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;
- 2 No Partner shall unreasonably withhold or delay consent requested by the Lead Partner.
- 3 Each Partner (other than the Lead Partner) shall:
  - 3.1 comply with the requirements imposed on the Lead Partner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;
  - 3.2 notify the Lead Partner of any matters that might prevent the Lead Partner from giving any of the warranties set out in a Services Contract or which might cause the Lead Partner to be in breach of warranty.

## Schedule 5

## SCHEDULE 5– BETTER CARE FUND PLAN



Schedule 5 - Brent  
Approved BCF Plan -

[Better Care Fund - Schedule 5](#)

## Schedule 6

## **SCHEDULE 6 - OVERVIEW OF SERVICE AT NWL ICB LEVEL FUNDED BY BRENT BCF DISCHARGE FUND**

This schedule relates to services funded by the Adult Social Care Discharge Grant . The arrangements for the management and monitoring of the BCF pooled fund are outlined in the BCF service schedule. This schedule outlines the details on these integrated arrangements to support the timely and safe discharge of patients from hospital into appropriate community settings.

### **Context and Aims**

The Plan for Patients<sup>1</sup> (published Sept 2022) underpinned a national commitment to support the timely and safe discharge from hospital into the community by reducing the number of people delayed in hospital awaiting social care through additional financial investment. This investment will be pooled into the local BCF and is expected to complement local plans for improving discharge outcomes under national condition 4 of the main BCF plan for the area.

To support this for 24/25, funding has been allocated to local boroughs to commission 1) bridging services from their usual domiciliary care providers and 2) increased capacity within care home beds to manage patients with complex behaviour and or dementia

### **Bridging services**

Bridging aims to facilitate a comprehensive assessment, decision making and care planning of appropriate individual patients at their usual place of residence, and a seamless transfer of care to services that provide longer periods of care where ongoing care needs have been identified. Bridging services offer a structured approach for transitioning patients on Pathway 1, who have undergone treatment and have been determined to be ready for discharge from a hospital or inpatient facility.

Patients will be referred promptly and be assessed within 4 hours of the referral to ensure they are appropriate. If appropriate for the bridging service, patients will be safely discharged within 12-hours of readiness for discharge, to their usual place of residence. Following discharge, patients will receive care and support for a period of up to 5 days. During this period, their care needs will be assessed to determine the required level of care before a seamless transition to extended care services, as necessary.

Bridging was introduced in 23/24. For 24/25 year there will be focus on improvements to bridging utilisation, model standardisation, reporting improvements and further embedding of the model. This will translate into reduced delays for pathway 1 patients, ensuring more patients get earlier access to timely care at home reducing the risk of deterioration due to unnecessary hospital stays. More patients will have the opportunity to recover at home, ensuring the most appropriate support for their on-going care can then be identified through assessment.

### **Support for Patients with Dementia, Delirium or complex behavioural needs**

This scheme supports the most complex patients via placements in care homes and residential settings, offering tailored support for individuals with dementia, delirium, or complex behavioural needs as well as recovery at home pathways (eg for delirium) and care home support and training. It specifically aims to facilitate the discharge of patients with complex, long-term hospital stays, often identified as Pathway 3 patients.

Drawing on insights from previous years, the focus has shifted from generic 'step-down' beds to a more comprehensive approach. This includes commissioning specialized beds, in-home care, and essential wrap-around services and staffing across both health and social care sectors to achieve effective discharge outcomes. This provision caters to individuals requiring 24-hour care and supervision, either on an interim basis while their long-term needs are assessed or on a longer-term basis if necessary.

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<sup>1</sup> [Our plan for patients - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/our-plan-for-patients)

## **Furness ward – Pathway 2**

Furness Ward, based at the Willesden Centre for Health and Care, provides Pathway 2 rehabilitation beds for North West London patients. It is a vital part of the sectors bed base, supporting hospital discharges and offering step-down rehabilitation that aids recovery and reduces readmissions.

Established to address the closure of the CLCH Aster unit, Furness Ward maintains community bed capacity and utilizes previously underused spaces at Willesden. The ward specializes in complex patient care, delivering improved outcomes and shorter stays.

The service is partially funded through the Better Care Fund Adult Discharge Fund, with the remaining costs covered by the ICB budget.

### **Strategic support to the NWL discharge programme**

This scheme funds senior strategic staff to enhance discharge processes in North West London (NWL) by rolling out OPTICA to Local Authorities, improving weekend discharges, managing the Discharge Grant Fund, addressing Pathway 3 gaps, and clarifying commissioning responsibilities.

It supports NWL's Joint Forward Plan to:

- Reduce 21+ day hospital stays by 5% in 2024-25.
- Decrease delays for patients needing post-discharge support.
- Address treatment gaps for P3 patients with behavioural issues, dementia, and delirium by 2025-26.

### **Unclear commissioning Scheme**

This scheme supports the funding of care packages for patient's post-discharge when commissioning responsibilities (NHS, CHC, or Local Authority) are unclear. Without clear accountability, patients remain in hospital beds, with a 2024 review showing average delays of 26.3 days. This initiative aims to reduce these delays, free up acute beds, and identify commissioning gaps, allowing for system-wide agreements on needed provisions and pathways.

The Unclear Commissioning Discharge Support Service will oversee follow-up care for in scope patients, ensuring appropriate short- -term care packages for patient safety and financial oversight.

Key Impacts:

- Achieve a 10% reduction in discharge delays for patients with unclear commissioning, supporting the JFP target of reducing hospital stays over 21 days by 5%.
- Improve discharge efficiency for patients with unclear responsibilities, reducing length of stay.
- Free up beds, enhancing acute flow and reducing reliance on costly agency care.
- Reduce risks such as hospital-acquired infections, mobility issues, and readmissions.
- Pilot programme to assess and address commissioning gaps, developing SOPs for future collaboration with Local Authorities.
- This scheme aligns with NWL's Joint Forward Plan and DOHSC discharge guidance, supporting timely discharge, optimizing patient flow, and delivering care in the most appropriate settings, improving patient outcomes, and enhancing system productivity.

### **Pathway 3 beds/support for complex patients**

This provision is for people who can't return home and require 24-hour care and supervision in a care home placement either on an interim basis whilst their longer term needs are assessed or longer term, where required. This will mean patients can be assessed and cared for in a safe and appropriate environment. In particular, this is focused on patients who have complex behavioural needs, dementia as we recognise the lack of capacity for this cohort to be an area of discharge delays and challenge. This provision will apply to patients identified as pathway 3 at the point of discharge.

There are different local configurations and boroughs will create additional capacity within shared resources using the following principles:

- Beds / services specifically aimed to create more capacity for patients with complex needs, including behaviours that challenge and dementia
- Supports assessment of longer-term care in a non-acute environment
- Where interim we should be aim for temporary placement of around 28 days, balanced with need of resident in relation to their optimal recovery.
- Multi-disciplinary approach should be taken, including therapy and onwards coordination and oversight
- Aim to reduce number of patients placed in a number of different spot-purchased care homes both in and out of borough at high cost
- Reduce length of stay which is often much greater than 28 days due to delay in completing the assessment process.
- Ensure patients have an opportunity for assessment of their potential for recovery and rehabilitation
- Ensure staff have appropriate skillset and training to be able to assess patients in timely manner
- Ensure only appropriate placement of patients in pathway 3 beds.
- Avoid delays in market availability and inflated costs

## KEY GOALS

Additional funding for 24/25 is intended to provide increased investment in social care and community capacity to support discharge and free up beds. The 22/23 addendum to the 22/23 BCF policy framework sets out the conditions and metrics governing the use of the Adult Social Care Discharge Grant:

- The allocation agreed and pooled into local BCF section 75 agreements with plans for spend agreed by LA and ICB chief executives and signed off by the Health and Well Being Boards.
- Funding should only be used on permitted activities that reduce flow pressure on hospitals, including in mental health inpatient settings.
- Funding should prioritise approaches that are most effective in freeing up the maximum number of hospital beds and reducing the bed days lost within the funding available, including from mental health inpatient settings. Discharge to assess and the provision of homecare is recognised as an effective option for discharging people in a safe and timely manner. Residential care to meet complex health and care needs may be more appropriate for people who have been waiting to be discharged for a long time
- ICBs should ensure that support from the NHS for discharges into social care is available throughout the week, including at weekends
- Partners will participate in process reviews and comply with nationally prescribed reporting arrangements and timescales as required by the DHSC.
- ICBs, hospital trusts and local authorities should work together to improve all existing NHSE and local authority discharge data collections including related situation reporting data and discharge data submitted as part of the commissioning data set
- As a minimum social care providers must keep the required capacity tracker data updated in line with the [Adult Social Care Provider Provisions statutory guidance](#).

The impact the additional funding is having will be tracked by the following metrics, supported by agreed monthly reporting:

<b>Metric</b>	<b>Who is responsible for reporting</b>	<b>Is reporting at Trust/ICB or borough level</b>
the number of people discharged to their usual place of residence (existing BCF metric)	NHSE regional team	Trust / ICB
the absolute number of people 'not meeting criteria to reside' (and who have not been discharged)	NHSE regional team	Trust/ICB
the number of 'Bed days lost' to delayed discharge by trust (from the weekly acute sitrep)	NHSE regional team	Trust/ICB
the proportion (%) of the bed based occupied by patients who do not meet the criteria to reside, by trust	NHSE regional team	Trust/ICB
the number of care packages purchased for care homes, domiciliary care and intermediate care (to be collected through a new template)	Boroughs/BCF leads	Borough level

## **AIMS AND OUTCOMES**

The Adult Social Care grant provides a pooled fund arrangement to be used in accordance with the Grant conditions.

A copy of the Adult Social Care Discharge Grant submission template will be attached to this Agreement (schedule 5).

The government is committed to ensuring health and social care systems, along with providers work together to meet the needs of people and to make best use of resources available; this is evidenced through the creation of integrated care systems. The aim of the Grant is for local areas to jointly determine the interventions that best enable the discharge of patients from hospital to the most appropriate location for their ongoing care. The Grant will

- enable more people to be discharged to an appropriate setting, including from mental health inpatient settings, with adequate and timely social care support as required
- prioritise those approaches that are most effective in freeing up the maximum number of hospital beds and reducing bed days lost within the funding available, including from mental health inpatient settings. The provision of homecare is recognised as an effective option for discharging more people in a safe and timely manner. Residential care to meet complex health and care needs may be more appropriate for people who have been waiting to be discharged for a long time
- boost general adult social care workforce capacity through recruitment and retention activity, where that will help to reduce delayed discharges from hospital

The funds must be spent by 31<sup>st</sup> March 2025, there is currently no scope to carry forward underspends. If necessary, the plan can be altered to deliver better outcomes if partners are in agreement. The change in actual spend will need to be confirmed at the End of Year BCF update report.



## FINANCIAL OVERVIEW

Brent Discharge Funding	2024-25	
Running Balances	Income	Expenditure
Local Authority Discharge Funding	£3,118,175	£3,118,175
ICB Discharge Funding	£3,124,905	£3,124,905
<b>Total</b>	<b>£6,243,080</b>	<b>£6,243,080</b>

## Schedule 7

## **Schedule 7 – CONTRIBUTION TO PROGRAMME MANAGEMENT TEAM – BOROUGH BASED**

£270,000 funding received from NWL ICB to be used in 2024/25 to contribute to ICP Director (1/3 of role costs) and 4 Programme Management posts within the Brent Borough ICP structure. This funding replaces scheme 68 originally within BCF Funding.

This schedule is being included in the section 75 agreements as a mechanism for funding to flow from the ICB to Brent LA and is not a part of the BCF plan.