

**Dated: 4<sup>th</sup> April 2024**

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**Luton Borough Council**

**and**

**NHS Bedfordshire, Luton and Milton Keynes  
Integrated Care Board**

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

**Luton S75 Agreement 2024-2025**

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## Table of Contents

<b>S75 AGREEMENT .....</b>	<b>2</b>
<b>SIGNATURES .....</b>	<b>31</b>
<b>SCHEDULE 1 INTEGRATED CHILDREN'S AND YOUNG PEOPLE'S COMMISSIONING .....</b>	<b>30</b>
<b>SCHEDULE 2 COMMISSIONING INTERGRATED MENTAL HEALTH AND WELLBEING SERVICES .....</b>	<b>37</b>
<b>SCHEDULE 3A INTERGRATED STRATEGIC LEARNING DISABILITIES COMMISSIONING .....</b>	<b>43</b>
<b>SCHEDULE 3B LEARNING DISABILITIES SERVICE PROVISION .....</b>	<b>48</b>
<b>SCHEDULE 4 BETTER CARE FUND AND IMPROVED BETTER CARE FUND .....</b>	<b>56</b>
<b>SCHEDULE 5 JOINT COMMISSIONING AND GOVERNANCE BOARD .....</b>	<b>65</b>
<b>SCHEDULE 6 LUTON AT PLACE BOARD .....</b>	<b>73</b>
<b>SCHEDULE 7 S75 FINANCIAL ARRANGEMENTS .....</b>	<b>80</b>
<b>SCHEDULE 8 UKGDPR .....</b>	<b>84</b>

**THIS AGREEMENT** is made on fourth day of April 2024  
**PARTIES**

(1) **Luton Borough Council**

(2) **NHS Bedfordshire, Luton and Milton Keynes INTEGRATED CARE BOARD** of (the "BLMK ICB")

## **BACKGROUND**

- The Councils have responsibility for commissioning and/or providing social care services on behalf of the population of Luton
- The BLMK ICB has the responsibility for commissioning health services pursuant to the 2006 Act for the population of Luton.
- 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 BLMK ICB and the Council establish a pooled fund for this purpose. The Partners wish to extend the use of pooled funds to include funding streams from outside of the Better Care Fund. This agreement also covers pooled funds which are agreed outside of the remit of the Better Care Fund detailed in the service specifications and schedules included as an appendix to this document. These services may be commissioned through lead commissioning, integrated or joint (aligned) commissioned model.
- 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.
- 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.
- The Agreement seeks to operationalise the prioritise the aims of the designate ICS's five key priorities and the interconnectivity with the Luton Borough Council Population Wellbeing Strategy for residents within BLMK:
  1. Start well; every child has a strong and healthy start to life from maternal health, through the first thousand days to reaching adulthood
  2. Live well; people are supported to engage with and manage their health and wellbeing
  3. Age well; people age well with proactive interventions to stay healthy, independent and active as long as possible
  4. Growth; we work together to build the economy and support the economy; and support sustainable growth
  5. Reduce inequalities; In everything we do we promote equalities in the health and wellbeing of our population

- The significant variation in the demographic needs and health uptake and outcomes across the BLMK footprint is acknowledged by the BLMK ICB. The S75 Agreement for each specific Place and the services provided will be based on local need. At the time of approval for the Luton S75 Agreement, the BLMK ICB is responsible for future plans to develop a BLMK S75 Agreement that reflects agreements in common, ensuring equality of opportunity of health and care services across BLMK, whilst continuing to set out the individual needs of Place.
- The joint aims and benefits of the Partners in entering this Agreement are to:
  1. Improve the quality and efficiency of services
  2. Meet the National Conditions and Local Objectives including promoting the integration of NHS health related functions and Council health related functions
  3. Make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services
  4. Ensure that commissioning decisions are informed by the Joint Strategic Needs Assessment and the Luton Population Wellbeing Strategy, under the governance of the Health and Wellbeing Board
  5. Make more effective use of resources by integrating delivery of specific services, which are under this agreement
  6. Additional aims for specific services are set out in the schedules for the services. The strategies and priorities are developed in many instances at a place (Local Authority footprint) level
- The outcomes of the commissioning may include the following but are not limited to:
  1. Improving the quality and efficiency of the service
  2. Meeting the National Conditions and Local objectives
  3. Make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the services
  4. Shift resources from hospital- based care to more community- based care in order to secure improved health and experience
  5. Reshaping the model for prevention and early intervention through an integrated approach to primary, secondary and tertiary prevention to stop or reduce deterioration in health
  6. Supporting people with long term conditions through multi-disciplinary working- focussing services around general practice in locality networks and helping people to manage their own conditions in the community
  7. Expanding the range of services that support older people with frailty and disabilities – integrating the range of housing, mobility, carers and other services that wrap around older people with specific conditions and issues and helping to manage new demand through the Care Act
  8. Restructuring integrated care pathways for those with urgent care needs - ensuring that these are seamless, clear and efficient to move care away from acute settings, where appropriate, as well as building future resilience for the responsibilities of the Council under the Care Act 2014

## 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:

**2018 Act** means the Data Protection Act 2018.

**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

**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 the Health and Wellbeing 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 setting out the Partners plan for the use of the Better Care Fund [as attached as Schedule 6].

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

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

**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 the date signed for the Luton S75 Agreement 2024 - 2025

**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.

**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.

**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 commissioning arrangement does not necessarily involve the delegation of any functions nor an equal split of activity or funding pursuant to Section 75. Arrangements will be set out in the associated schedule;

**Joint Strategic Commissioning Group** means the Group of Officers employed by the Partners who have responsibility for commissioning and monitoring the services covered by this Agreement. The terms of reference for this Group and reporting arrangements to the HWB are set out in Schedule 5.

**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 Local Authority 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.

**Market Management** means the process of ensuring that there is a sufficiently robust and diverse market of health and social care providers for Micro Commissioners to buy/purchase from. The Market Management process will usually ensure that the independent sector and

voluntary sector providers are subject to an umbrella contract from which Micro Commissioners call off. The Market Management process may include the negotiation and setting of annual inflation uplift with independent sector and voluntary sector providers, subject to the approval by the Council's Executive;

**Micro Commissioner/commissioning** means health and social care staff involved in the assessment and care management process, and Service Users arranging their own care either as self-funders or by using a direct payment or a personal budget;

**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 BLMK 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 in accordance with Clause [8.4].

**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 Luton Joint Strategic Commissioning Group, responsible for review of performance and oversight of this Agreement as set out in Clause 19.2 and Schedule 5 or such other arrangements for governance as the Partners agree. However, it is also acknowledged that the governance of this Agreement may evolve in line with the Integrated Care Partnerships (ICPs) and Integrated Care Boards (ICBs) decisions at a future date. A timescale for the review of this S75 Agreement is agreed as March 2024 any changes during this period will be enacted via a Deed of Variation with full agreement of both parties.

**Partnership Board Quarterly Reports** means the reports that the Pooled Fund Manager shall produce and provide to the Joint Strategic Commissioning Board on a Quarterly basis, escalating any unresolvable issues, risks or items of importance to the Health and Wellbeing Board.

**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 UK Health Security Agency and Office for Health Improvement and Disparity

**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, at which point any current separate Agreements between the Partners for Children and Young People and Adults will end and default to the position stated in this document.
- 2.2 This Agreement shall continue until it is terminated in accordance with Section 75 of the 2006 Act 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 The Partners may agree to extend the 'Termination Date' for specific services identified in the Schedules by such period as they shall determine up to a maximum of twenty-four (24) months.
- 2.5 This Agreement supersedes the 2023-2024 Agreement without prejudice to the rights and liabilities of the Partners under the 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 Schedule or Summary Scheme specification.

## **4 PARTNERSHIP FLEXIBILITIES**

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to establish one or more of the following:
  - 4.1.1 Lead Commissioning Arrangements
  - 4.1.2 Integrated Commissioning
  - 4.1.3 Joint and Aligned Commissioning

- 4.1.4 The establishment of one or more Pooled Funds; and/or
- 4.1.5 Integrated delivery of specific Health and Social Care Services managed by the Council

These arrangements will be in relation to Individual Services and Schedules (the "Flexibilities").

- 4.2 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:

- 4.2.1 Lead Commissioning Arrangements;
- 4.2.2 Integrated Commissioning;
- 4.2.3 Joint (Aligned) Commissioning
- 4.2.4 the establishment of one or more Pooled Funds
- 4.2.5 Integrated delivery of specific Health and Social Care services managed by the Local Authority in relation to Individual Schemes (the "Flexibilities")

Where there is a Lead Commissioning Arrangement and where the Council delegates to the BLMK ICB and the BLMK 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 a Lead Commissioning Arrangement and where the BLMK ICB delegates to the Council and the Council agrees to exercise on the BLMK 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.

- 4.5 At the Commencement Date the Partners agree that the following shall be in place:

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

To be negotiated and varied into Schedule 7 Financial Arrangements of this agreement where applicable.

- 4.4.2 The following Individual Schemes with Lead Commissioning with BLMK ICB as Lead Partner:

To be negotiated and varied into Schedule 7 Financial Arrangements of this agreement where applicable.

4.4.3 The following Individual Schemes with Aligned Commissioning with Council as Lead Partner:

- (i) To be negotiated and included in Schedule 7, Financial Arrangements of this agreement where applicable

4.5.2 The following Individual Schemes with Aligned Commissioning with BLMK ICB as Lead Partner.

- (ii) To be negotiated and included in Schedule 7, Financial Arrangements of this agreement where applicable

4.5.3 Integrated Commissioning Unit with Council as Lead Partner under joint arrangements established using s.113 of the Local Government Act 1983

- (iii) To be negotiated and included in Schedule 7, Financial Arrangements of this agreement where applicable

## **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 the associated Schedules.
- 5.4 Where the partners add a new Service or varies an existing Summary Scheme Specification to this Agreement a Summary Service Specification for an Individual Scheme or a Business Case for Better Care Fund schemes shall be completed and agreed between the partners
- 5.5 The Partners shall not enter into a Scheme Specification or Business Case 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 by the [Partnership Board] [in accordance with the variation procedure set out in Clause 30 (Variations)].

## 6 COMMISSIONING ARRANGEMENTS

### General

- 6.1 The Partners shall comply with the commissioning arrangements as set out in the relevant Scheme Specification
- 6.2 The Partnership Board will report back to the Health and Wellbeing Board as required by its Terms of Reference.
- 6.3 The Partners 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 Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.
- 6.5 Where there are Lead or Integrated Commissioning arrangements the Partners shall work in collaboration and shall endeavour to ensure that the NHS Functions and Health Related Functions are commissioned with all regard to ensuring that capability and capacity to meet identified needs reflect provision.

All Parties shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.

All Parties shall work in co-operation and endeavour to ensure that the relevant Services are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.

Each Partner shall keep the other Partners and any other Partnership Boards regularly informed of the effectiveness of the arrangements, including use of the Better Care Fund and any Overspend or Underspend in a Pooled Fund.

- 6.6 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. The relevant Partnership Board will report back to the Health and Wellbeing Board as required by its Terms of Reference.
- 6.7 **Appointment of Lead Commissioner**

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

Exercise the Council health related functions and the NHS functions in conjunction as identified in the relevant Scheme Specification;

Commission services for individuals who meet the eligibility criteria set out in the relevant Service Specification or Business Plan;

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

Comply with all relevant legal duties and guidance of other Parties in relation to services being commissioned;

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 management of all Service Contracts;

Make payment of all sums due to a Provider to the terms of any Service Contract; and

Keep the other Parties and the relevant 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.

### **Integrated Commissioning**

6.8 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme:

6.8.1 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.

6.8.2 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**

6.9 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Partner shall:

6.9.1 Exercise the NHS Functions in conjunction with the Health-Related Functions as identified in the relevant Scheme Specification;

6.9.2 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.

6.9.3 Commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;

6.9.4 Contract with Provider(s) for the provision of the Services on terms agreed with the other Partner;

6.9.5 Comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;

6.9.6 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;

6.9.7 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;

- 6.9.8 Make payment of all sums due to a Provider pursuant to the terms of any Services Contract; and
- 6.9.9 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 set out in the Schedules and Summary Scheme Specification or Business Cases.
- 7.2 Subject to Clause 7.3, it is agreed that the monies held in a Pooled Fund may only be expended on the following:
  - 7.2.1 The Contract Price;
  - 7.2.2 Where the Council is to be the Provider, the Permitted Budget;
  - 7.2.3 Performance Payments
  - 7.2.4 Third Party Costs
  - 7.2.5 Approved Expenditure ("Permitted Expenditure")
- 7.3 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
- 7.4 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 7.3.
- 7.5 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:
  - 7.5.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
  - 7.5.2 providing the financial administrative systems for the Pooled Fund; and
  - 7.5.3 appointing the Pooled Fund Manager;
  - 7.5.4 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 relevant Partnership Board (JSCG) and the Financial Subgroup (FSG), 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 prepare and submit Quarterly reports (or more frequent reports if required) and an annual return about income and expenditure from the Pooled Fund together with such other information as may be required by the Partners to the relevant Partnership board
  - 8.2.8 The Partnership Board (JSCG) will through information received monitor the effectiveness of the Pooled Fund and Partners will then be able to complete their own financial accounts and returns. The partners agree to provide all necessary information to the Pooled Fund Manager in times for the reporting requirements to be met.
  - 8.2.9 preparing and submitting reports to the Health and Wellbeing Board as required.
- 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 Partnership Board be accountable to the Partners for delivery of those responsibilities.
- 8.4 The Partnership Board may agree to the viring of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes within the financial year.

## **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 BLMK 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**

- 10.3 The Financial Contribution of the BLMK ICB and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation shall be as set out in Schedule 7. The management of Financial Contributions going forward varies for different Services and is set out in the relevant Schedule or Summary Scheme Specification/service specifications or for BCF, through the Business Case. An Appendix summarising the contributions will be agreed as part of Schedule 7 Financial Arrangements.
- 10.4 The management of Financial Contributions going forward varies for different Services is set out in each Schedule. The financial contributions for each Service must be agreed annually in writing by the JSCG before the beginning of the new financial year. Any variations in funds, projected underspends or overspends must be reported to the JSCG Finance and Performance Subgroup and then reported to the JSCG.
- 10.5 Financial Contributions will be paid as set out in each Schedule or Summary Scheme Specification or Business Case. This will be usually three months in arrears.
- 10.6 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 the relevant 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 ARRANGEMENTS, OVERSPENDS AND UNDERSPENDS**

### **Risk share arrangements**

- 12.1 The Partners have agreed risk share arrangements as set out in Schedule 7, section 6 and the associated Service Specifications or Business Cases. These provide for financial risks arising from the delivery of Integrated Services the commissioning of Services from pooled funds and in the Better Care Fund Schedule the use of the contingency.

### **Overspends in Pooled Fund**

- 12.2 Subject to Clause [12.2], 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 accurate data is presented with an explanation of why this has occurred

### **12.5 Overspends in Non-Pooled Funds**

- 12.6 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.

### **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.

In the event that the Pooled Fund Manager identifies an actual or projected under spend the Pooled Fund Manager must ensure that the Partnership Board is informed as soon as reasonably possible, and action agreed as appropriate by the Partnership Board.

### **13 CAPITAL EXPENDITURE**

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.

### **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.

### **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 Councils are 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 BLMK 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**

At the date of this Agreement the Partners confirm that they are not aware of any conflict of interest of potential conflict of interest in relation to the provision of the Services stated in this document. In the event that any of the Partners becomes aware of any such conflict at any time during the currency of this Agreement it shall immediately advise the other Partners of the same and the Partners shall thereafter agree a course of action within which the Partners shall act.

The Partners shall ensure that they:

Have adequate policies and procedures in place (that shall be shared with the other Partners, on request) to ensure that relevant controls assurance, probity and professional standards are met;

Comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2029 (Relevant Requirements)

Do not engage in any activity, practise or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2021 if such activity, practice or conduct has been carried out in the UK;

Have and thereafter maintain in place for the duration of the term of this Agreement, mutual policies and procedures, including (but not limited to) adequate procedures under the Bribery Act 2021 to ensure compliance with the Relevant Requirements and Clause 19.1.2 of this agreement, and will enforce them where appropriate;

Include formal declarations of interest on the agenda for all formal meeting; and

Promptly report to the other Partners any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement

For the purpose of this clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with Section 7(2) of the Bribery Act 210 (and any guidance issued under section 9 of that Act) sections 6(5) and 6(6)) of that Act and section 8 of that Act respectively. For the purposes of Clause 18, a person associated with a Partner includes, but is not limed to, any subcontractor of the Partner.

## 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. The Health and Well Being Board will be supported in managing this responsibility by the relevant Partnership Board; the Luton Joint Strategic Commissioning Group. The overall governance for the Section 75 agreement is vested in the Place for Local Authorities.
- 19.2 A structure diagram showing the reporting arrangements is set out in Schedule 5, Joint Commissioning and Governance Boards of this agreement. This includes details of the role and function of the Partnership Board and subgroups.
- 19.3 The Partnership Board shall be responsible for the overall approval of the Individual Schemes and the financial management set out in Clause 12 and Schedule 7, Financial Arrangements.
- 19.4 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.
- 19.5 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 Unless directed by the Health and Well Being Board who may 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.
- 20.2 Subject to any variations to this process required by the Health and Well Being Board, Annual reviews or Partnership agreements shall be conducted in good faith and where applicable, in accordance with the governance arrangements set out in Schedule 5.
- 20.3 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 Party. Arrangements for early termination or review are covered in each Schedule. The minimum notice period required should not be less than six (6) months' notice in writing.
- 22.2 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Schedule or Summary Scheme Specification provided that the Partners ensure that statutory service requirements and Better Care Fund requirement continue to be met. The process for variation of service specification/ schedules is documented in 30.1.
- 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.
- 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:
- 22.7 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;
- 22.8 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;
- 22.8.1 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.
- 22.8.2 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.
- 22.8.3 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

22.8.4 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, any Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute and referencing the arrangements set out in Schedule 7, Section 11.

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 Joint Strategic Commissioning Group 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. At this point the Health and Wellbeing Board should also be informed of 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

The Partners shall:

- 25.1 Keep confidential any information obtained in connection with this Agreement and control or process any personal data of Clients in accordance with the Data Protection Act 1998; and take appropriate technical and organizational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of or damage to such personal data

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 All Partners:

- 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**

All Partners shall (and shall procure that any of its Representatives involved in the provision of the Services shall) comply with any notification requirements under Data Protection Legislation. All Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.

All Partners shall share information about Service Users to improve the quality of care and enable integrated working.

Subject to the requirements of the Data Protection Laws, the parties agree throughout the Agreement Period to co-operate with each other in the provision to each other of information reasonably required to enable them to account for funds contributed by the Partners under this Agreement including reporting on their statutory obligations and planning overall strategies to meet statutory obligations.

The Partners shall follow the GDPR Schedule protocol, Schedule 8 of this agreement, in line with agreed timescales.

## 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 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 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 Luton Borough Council, addressed to the Corporate Director Population Wellbeing

Address: 3<sup>rd</sup> Floor Arndale House, 37 The Mall, Luton LU1 2LJ

Email: mark.fowler@luton.gov.uk

and

- if to the BLMK ICB, addressed to the Director of Commissioning, Contracting & Transformation

Address: 3<sup>rd</sup> Floor Arndale House, 37 The Mall, Luton LU1 2LJ

Email: Anne.brierley2@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. Through the agreement of the governance schedule, agreement from all parties will be sought and the following agreed:
- The process for change or variation includes a schedule/specification, known as a Deed of Variation
  - The process for introduction of new scheme/ specification
  - The process for review of scheme/ specification at any point
  - This agreement will be formally minuted and any future schedule/ specifications which need to be varied or introduced will follow this route.

## **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 SUBCONTRACTING**

The Partners shall not subcontract, 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 any 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, any 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).

Following on from the agreement of this document, all parties agree to review existing schedules or agree new schedules by 30th March 2025 (subject to change authorised by Executive leads for Luton Borough Council and the BLMK ICB.)

Luton 2024-2025 Schedule Matrix	
Schedule 1	Integrated Children's and Young People's Commissioning
Schedule 2	Commissioning Integrated Mental Health & Wellbeing
Schedule 3a	Integrated Strategic Learning Disabilities Commissioning
Schedule 3b	Learning Disabilities Service Provision
Schedule 4	The Better Care Fund and the Improved Better Care Fund
Schedule 5	Joint Commissioning Arrangements and Governance Boards.
Schedule 6	The Luton At Place Board Partnership
Schedule 7	S75 Financial Agreements
Schedule 8	GDPR

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

Signed for on behalf of  
**LUTON BOROUGH COUNCIL**

**Approved by HWB - Pending Signing & Sealing**

---

**Authorised Signatory**  
**Title:**

Signed for on behalf of  
**INTEGRATED CARE BOARD**

**Approved by HWB - Pending Signing & Sealing**

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**Authorised Signatory**  
**Title:**

## **SCHEDULE 1**

### **Integrated Children's and Young People's Commissioning**

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

#### **1. OVERVIEW OF SERVICES**

This Schedule covers integrated commissioning of the following social care and health services for Children and Young People using aligned budgets:

- 1.1. Integrated Disability Service (London Road Resource Centre) with variable contribution from Health & Social Care depending on the demand; future development of model alongside the ICS complexity programme for Luton to be undertaken during 2024/25.
- 1.2. Children's residential placements (OOB Placements) funded by tripartite funding arrangements, variable funding from health & Social care depending on need.
- 1.3. Shared Care Contract Carers Service with fixed contribution from Health and Social Care providing overnight & day care in the carer's home.
- 1.4. SEND Improvement commitments including SENDIASS, the parent carer forum, SALT provision in our three Special Schools and Local Offer.
- 1.5. Children's Joint Commissioner to support commissioning intentions. The role has a SEND and health focus.
- 1.6. Oral Health, fixed contribution to support programme within Oral Health Strategy to reduce inequalities.
- 1.7. Healthy Start Vitamins, fixed contribution to expand availability of free vitamins for those families not eligible.

Lead commissioning of the services is undertaken by the Council.

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

The schedule will have governance and oversight through the children and young people subgroup (CSB) of the Joint Strategic Commissioning Board (JSCG), who are responsible for:

Developing a commissioning priorities plan to improve the health and wellbeing for CYP, to include:

- a. scrutiny and reporting of services within Section 75
- b. review and agree tripartite funding processes
- c. receive and ratify CYP needs assessments to inform joint commissioning priorities
- d. provide a 6 monthly report to JSCG

#### **3. THE ARRANGEMENTS**

Full detail about the arrangements for each service is included in the service specifications. The Host partner for the commissioning, and in some cases delivery, of the services is the Council and the Lead Managers, being Officers of the Council are identified in the service specifications or relevant documentation.

## **4. FUNCTIONS**

The BLMK ICB delegates its functions of making arrangements for the provision of services to eligible patients (children and their carers) under sections 5 of the Regulations to the Council. The Council will exercise these functions alongside its own functions for the delivery of the Service to children and young people as set out under Regulation 6 and which by section 18 of the Children Act 2004 and subsequent Acts are conferred on or exercisable by the authority.

## **5. COMMISSIONING, CONTRACTING, ACCESS**

### **5.1. Commissioning Arrangements**

The services commissioned by the CSB are informed by the JSNA and by the Children and Young People's Trust Board.

### **5.2. Contracting Arrangements**

The Lead agency will:

- contract with Provider(s) for the provision of services on terms agreed with the other Partners;
- comply with all relevant legal duties and guidance of both partners in relation to the Services being commissioned;
- 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;
- make payment of all sums due to a provider pursuant to the terms of any service contract; and
- keep the other Partner and the JSCG 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.
- Information about eligibility for and access to provided services is included in each of the summary descriptions/service documentation.

## **6. FINANCIAL CONTRIBUTIONS**

Detailed financial breakdown including contribution from both Health & Social Care is included in the Financial Schedule 7. Financial contributions for the new financial year are decided each year at the time of budget setting process for both Health & Social care and agreed by the JSCG three (3) months before the beginning of the Financial Year.

## **7. FINANCIAL GOVERNANCE ARRANGEMENTS**

The finance arrangements of the Host Partner apply. Where there are any issues of concern there is discussion and agreement between finance managers from both Partners.

Any projected overspends and use of any under spends needs to be discussed between the Partners and agreed at the JSCG.

## **8. VAT**

The regime of the host Partner applies.

## **8. GOVERNANCE ARRANGEMENTS**

Terms of reference for the children's subgroup (CSB) of the JSCG includes role of oversight and reporting of the CYP S75 schedule. This will also incorporate as appropriate commissioning for children's public health services, which is not part of the integrated commissioning arrangements, however, provides an opportunity to align services between the two organisations party to this agreement.

## **9. NON-FINANCIAL RESOURCES**

Council and BLMK ICB contributions where applicable are shown in the service specifications.

## **10. ASSURANCE AND MONITORING**

Performance is presented at JSCG and when requested to the Children and Young People's Trust Board.

## **11. LEAD OFFICERS**

Lead Officers for each service are identified in the service specifications /or relevant documentation.

## **12. INTERNAL APPROVALS**

In addition to approval given at JSCG, there should be sign off of the following schemes included in this Schedule, approved as part of the Section 75 Agreement, as required:

- Out of Borough Placements for children with Complex needs; Continuing health care – Children with Complex Needs Panel and Luton Multi Agency Panel.
- Public Health at Public Health Commissioning Board.

## **13. RISK AND BENEFIT SHARE ARRANGEMENTS**

This Agreement covers areas of children's services, which potentially have related financial and resource risks. These risks are mainly an increase in demand for services, where the agreed aligned budget at the time of budget setting can sometimes become insufficient during the financial year to meet the increased demand. In practice, all placements' services within the S75 agreement are demand led, and this has the potential to bring about under spends or overspends against the aligned budget.

The S75 Agreement is clear about how projected overspends or under spends on the pooled budget should be managed (see Clause 7 via a report with recommended options presented to the JSCG. The underlying principle is that they should both be assigned to each party to this Agreement (the Council and the BLMK ICB) in the same proportion as the contributions made by both parties to this Agreement. The Council, as the Lead Commissioner, must notify the BLMK ICB as soon as a projected tolerance level of 5% below the budget is identified, and that no overspends on the pooled budget are allowed without the prior agreement of the BLMK ICB. In practical terms, this means that the BLMK

ICB and the Council will be requested to increase their contributions to the pooled budget in the same proportions as the initial allocations, in order to reduce the likelihood of a year-end negative balance.

The highest risk area within the aligned budget are the services provided to children with complex or continuing health care needs. The initial budgets are based on current expected numbers of children and young people; however, due to the low volume and associated high costs, the demand for services is inherently volatile.

To mitigate this risk, cases are reviewed through allocation panels, at which commissioners and providers discuss provision according to need, identify changes in care packages and forecast future demand. Cases are discussed by the panel against a set of agreed criteria.

The panels include:

- Luton Multi Agency Panel (MAP)
- Care Management Resource Panel for Children and Young People

If funding is agreed that would potentially take the aligned budget into an overspend position, the Council's Children, Families and Education Department Finance Business Partner will inform the BLMK ICB Associate Director of Finance (Reporting & Contracting), as part of quarterly budget monitoring reporting. In addition, the overall quarterly budget position should be reported at the next meeting of the JSCG.

## **15. REGULATORY REQUIREMENTS**

Statutory requirements for the commissioning of NHS Children's Services apply.

## **16. INFORMATION SHARING**

Client specific information, where applicable, is held on the Council's Children's services database and on the client's NHS health records. Information governance conforms to regulatory requirements including data protection and Caldicott Guardianship.

## **17. DURATION AND EXIT STRATEGY**

The intention of the Partners is to provide services to meet assessed need. The arrangements are reviewed and agreed at least on an annual basis. Arrangements for early termination or changes are set out in this Agreement. This Schedule and the services covered by it are reviewed on an annual basis and a report taken to the JSCG.

## **18. OTHER PROVISIONS**

All Services comply with arrangements for Safeguarding Children and may be asked to demonstrate this to Luton's Children and Young People's Safeguarding Children Board

## **19. APPENDICES**

### **Appendix 1 CSB ToR- Children's subgroup of the JSCB ToR January 24**



CSB ToR latest  
version v0.4 (Review J

## Appendix 2 Joint Commissioning Intentions Action Plan



CSB Commissioning  
Intentions MASTER V

FINAL

## **SCHEDULE 2**

### **Schedule for Commissioning Integrated Mental Health & Wellbeing**

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

#### **1. OVERVIEW OF SERVICE**

This Schedule concerns the commissioning of integrated adult mental health and mental health adult social care services (18 years and over). Integrated Children' and Young People commissioning included in Schedule 1.

Services may be administered using both pooled funds and non-pooled funds as set out in the financial schedule.

The Lead Commissioner of this commissioning function is NHS Bedfordshire, Luton & Milton Keynes Clinical Integrated Care Board (ICB).

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

The aim of this Schedule is to set out the strategic commissioning functions to achieve mental health outcomes for adults (including older adults), and mental health adult social care. The outcomes are to:

- a) Achieve a high quality integrated mental health and social care offer for Luton, integrated with physical healthcare;
- b) Deliver the requirements of the NHS Long Term Plan;
- c) Implement the Bedfordshire, Luton Milton Keynes 10 Year Mental Health and Wellbeing Plan included as appendix A; and
- d) Implement the agreed action plan of the Luton's collaborative all age mental health strategy - 2023 to 2032

#### **3. THE ARRANGEMENTS**

The ICB has implemented a new target operating model (TOM) which includes a 'link place director' for all four places in BLMK who are also ICB executive Chief members of the Board. Each place has dedicated resource supported by a shared transformation team and the ICBs core teams. This approach enables all staff to be more flexible and responsive to local communities/neighborhoods. The place teams will support the convening and work with a wide range of partners to deliver improvements for our residents. The TOM enables closer collaboration with all health and care partners, plus the wider CVSE partners.

Currently, the ICB has an Associate Director for Mental Health & Learning Disabilities, Head of Mental Health and Learning Disabilities Transformation, two Senior Commissioners for Mental Health and a Complex Care Business Manager.

The arrangements will include:

- a) Lead commissioning
- b) Integrated commissioning
- c) The use of aligned budgets
- d) The use of non-pooled budgets.

#### **4. FUNCTIONS**

The ICB is the lead commissioner for mental health and wellbeing for the population in Luton (registered and resident). Luton Borough Council (LBC) is an associate commissioner to the contracts with the East London Foundation Trust (ELFT) and Turning Point and has contracts for mental health services. LBC is the lead commissioner of specialised accommodations and packages of care.

As part of joint working at place, LBC and the ICB are committed to improving service provision for those with mental health needs and improving the mental health and wellbeing of Luton residents.

The commissioning function will;

- ensure that there are appropriate commissioned, cost-effective services to meet the needs of those adults with mental health needs ordinarily resident in Luton;
- work with local stakeholders to shape the strategic direction for mental health in Luton and, in doing so, develop jointly agreed outcome measures for local mental health and wellbeing. These outcome measures will complement national standards and will be designed and delivered in conjunction with a wide group of stakeholders;
- understand needs and shape the market for all cohorts (including children and young people preparing to transition to adult services). This will involve:
  - assessing the local population prevalence of mental health;
  - analysing assessed needs in health and social care plans, to provide an early view of likely service needs and enable early intervention.
- ensure in-depth knowledge and experience of national guidance and best practice is applied to commissioning initiatives for adults with a mental health need;
- provide support to local providers;
- plan services that take a 'whole-life' approach and enable smooth transitions;
- develop a Market Position Statement and development strategy to include:
  - undertaking work to understand the capacity and skill-mix of current and potential health and social care providers and complete a gap analysis for inclusion in the local market position statement. enabling the robust development of community services;
- undertaking a capacity and gap analysis of housing need and work proactively with housing and social care partners to develop and deliver personalised options for current and future demand.
- oversee delivery of the Luton Collaborative Mental Strategy Action Plan.

#### **5. SERVICES**

Social care and health services within this schedule, include services commissioned from voluntary sector organisations to adults with mental health needs and social care and health services to older people with mental health needs, including specialist health services to older people with dementia.

The arrangement currently includes the following services and providers:

<i>East London NHS Foundation Trust contract</i>	<p>Two plus one-year contract for provision of mental health services including but not limited to:</p> <ul style="list-style-type: none"> <li>• Inpatient beds for adults, older adults and adults with learning disabilities</li> <li>• Psychiatric Intensive Care beds</li> <li>• Early Intervention in Psychosis</li> <li>• Community Mental Health teams</li> <li>• Psychiatric Liaison Service in Luton &amp; Dunstable Hospital and Bedford Hospital</li> <li>• Children &amp; Young People's Mental Health Service</li> <li>• Specialist Learning Disability Service (SPLD)</li> <li>• Crisis support services</li> <li>• Memory Assessment Service and older adult support</li> <li>• Assessment and care management services as set out under the Care Act. This includes assessment of adults with eligible need, support planning and reviewing, as well as safeguarding individuals, ensuring mental capacity and deprivation of liberty standards.</li> </ul>
<i>Complex mental health placements</i>	Individual specialist hospital placements for people sectioned under the Mental Health Act and placements for patients with a primary mental health need not sectioned under the Mental Health Act.
<i>Section 117 Aftercare MHA</i>	This is joint support for adults entitled to S.117 aftercare under the Mental Health Act.
<i>Luton Dementia Intensive Support Service (DISS)</i>	Service provided by East London Foundation (ELFT) funded via the Additional Hospital Discharge Fund to support the discharges of people with dementia to Luton care homes.
<i>MH non-contractual activity</i>	Activity not routinely commissioned by the ICB.
<i>Total Wellbeing (Turning Point)</i>	An integrated wellbeing contract between the ICB and LBC. It includes Talking Therapies (ICB funded); social prescription (joint funded) and healthy lifestyles services (LBC funded).

### **Exclusions:**

The services excluded from the Schedule for the Council are:

- Client contributions, including the assessment and collection of client contributions by the Income teams.
- Ongoing care management and provision of social care placements for older people with dementia, without mental health input from ELFT, provided through Luton Adult Social Care.

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

### **Commissioning Arrangements**

- Exploiting opportunities to further integrate services for the benefit of Luton residents (including people registered with Luton GPs who do not live in the local authority area of Luton)
- Delivering the Luton mental health strategy which was co-produced through the Reimagining Mental Health Collaborative.
- Developing and delivering At Place initiatives as part of the Bedfordshire Luton & Milton Keynes Mental Health, Learning Disability & Autism (MHLDA) Collaborative
- Securing efficiencies in staffing and management arrangements through partnership working
- Working to develop partnerships in strategy development and service delivery with the voluntary and community sector
- Revitalising partnership with Luton residents through the use of co-production principles.

The ICB will be the Lead Commissioner for the contracts with the East London NHS Foundation Trust and Turning Point and is responsible for contract management.

The ICB and LBC are committed to strengthening joint working by:

The ICB and LBC will ensure that local resources are directed appropriately to meet the mental health needs of the residents of Luton. This will include consideration between the partners about the appropriate balance of investment between population-based preventative work in mental health and service delivery.

### **Contracting Arrangements**

#### **A. East London NHS Foundation Trust**

The former Luton CCG contracted ELFT as the provider of secondary mental health care services in 2015, with LBC as an associate commissioner. The contract term was five years plus two and was extended to 31 March 2022. The contract has been reviewed and renewed by the ICB and is 2 years plus 1 year covering the three local authority areas in Bedfordshire until 31<sup>st</sup> March 2025, The contract follows NHS standard contract terms.

Activity in relation to Luton Council's statutory responsibility for Adult Social Care (ASC) for people with mental health needs is fulfilled by ELFT under this contract including mental health requirements under the Care Act.

The ICB and LBC will work together to consider the future shape and design of mental health services in Luton. As such, it may seek to make amendments to the current provider contract. The ICB and LBC will work closely with ELFT in the development of future mental health strategy and negotiate any changes that may be deemed necessary to the current provider contract. The ICB will coordinate development of any future contract with ELFT, involving LBC and other parties, including opportunities for co-production. The Bedfordshire Luton & Milton Keynes Mental Health, Learning Disability & Autism (MHLDA) Collaborative has been established with members across the system, to improve outcomes for residents. Improving mental health and support to Luton residents is a key focus for Luton At Place Board, under Priority 1: Prioritising early intervention and prevention to ensure we are working in an upstream partnership system.

#### **B. Total Wellbeing Luton**

The former Luton CCG and LBC entered into a joint commissioning arrangement in 2017/18, to provide a holistic health and wellbeing service comprising Talking therapies (an ICB commissioned service), social prescription (funded via Public Health grant and Better Care Fund) and healthy lifestyles services (commissioned by LBC, funded by PH grant). The former Luton CCG as the Lead Commissioner contracted Turning Point to provide the service for five years and extended the contract for a further two years (2018-2023 or 2024/5). For the purposes of this section 75 agreement, funding from both the ICB and LBC for this contract is aligned. The contract is a block contract, and no risk share is required. A contract review group/ meeting oversees the delivery and is the governance mechanism for the overall contract.

## **7. FINANCIAL CONTRIBUTIONS**

The ICB and LBC will align all financial resources allocated for the provision of mental health services. In doing so, they will ensure that these funds are utilised to ensure the provision of quality mental health care services for Luton.

All care packages agreed by LBC and the ICB to be joint-funded will be split on a 50:50 basis. This will apply to people who are owed a duty of free aftercare according to S.117 (Mental Health Act), and people with a learning disability, autism or mental health need who are not owed such a duty, but LBC and the ICB have agreed have health needs not met by universal services and should be joint funded in accordance with LBC/ICB joint funding protocols.

### **2024-25 Budget**

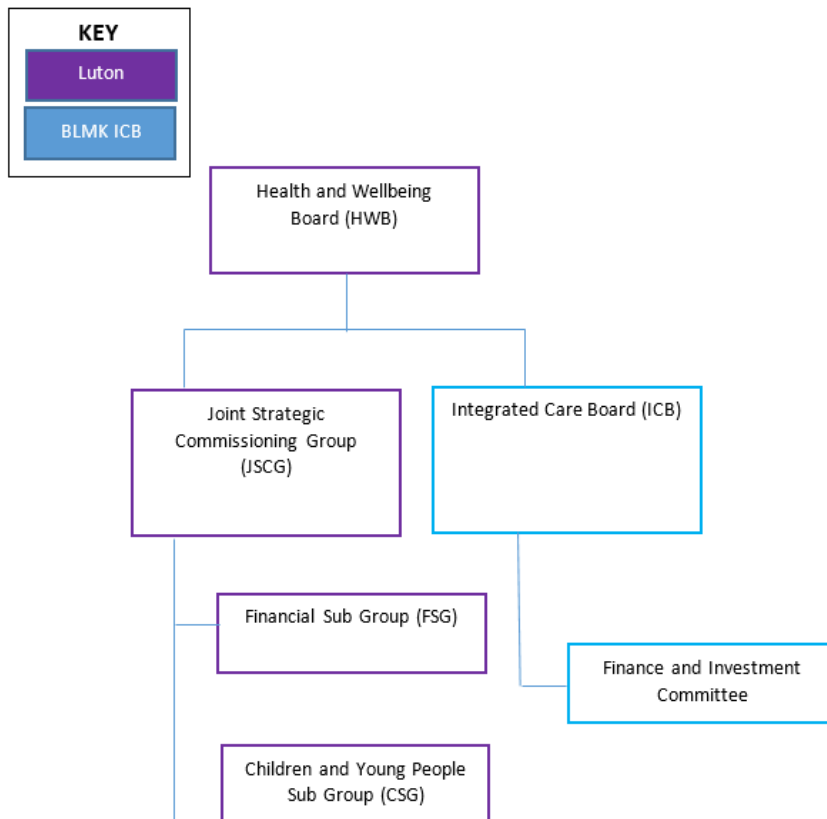
The budget is included in the Financial Schedule.

### **Financial Year 2024-25**

Financial resources in subsequent years will be agreed by the JSCG three (3) months before the beginning of the Financial Year.

## 8. GOVERNANCE ARRANGEMENTS FOR COMMISSIONING

The Commissioning Integrated Mental Health & Wellbeing S75 schedule will be agreed at the Luton Joint Strategic Commissioning Group (JSCG), ICB Board before final approval and sign off at the Luton Health and Wellbeing Board. Financials within the schedule will be agreed at the Financial Sub-Group to JSCG and the ICB Finance and Investment Committee prior to JSCG and Health and Wellbeing Board sign off.



## 9. APPENDICES

### Appendix A



Bedfordshire Luton  
and Milton Keynes 10

## SCHEDULE 3A

### Integrated Strategic Learning Disabilities and Autism Commissioning

#### 1. PURPOSE

The purpose of this schedule is to define and explain the roles and responsibilities of Bedfordshire, Luton and Milton Keynes Integrated Care Board (ICB) and Luton Borough Council (LBC) in the commissioning of services for adults with a diagnosis of learning disabilities and/or autism<sup>1</sup>.

#### 2. AIMS AND OUTCOMES

The intention is to jointly oversee strategic commissioning, through a population-based approach, focused on health and social care outcomes for all adults with a learning disability and/or autism.

The commissioning of services for people with a learning disability and/or autism will be transformed through joint commissioning budgets and contracting arrangements, which incentivise system-wide improvement, placing ever-greater emphasis on the outcomes achieved in addition to the quantity of activity delivered.

#### 3. ARRANGEMENTS

The ICB has implemented a new target operating model (TOM) which includes a 'link place director' for all four places in BLMK who are also ICB executive Chief members of the Board. Each place has dedicated resource supported by a shared transformation team and the ICBs core teams. This approach enables all staff to be more flexible and responsive to local communities/neighborhoods. The place teams support the convening and work with a wide range of partners to deliver improvements for our residents. The TOM enables closer collaboration with all health and care partners, plus the wider CVSE partners. This way of working helps the ICB to work smarter and to make the best use of staff resources.

The ICB currently has an Associate Director for Mental Health & Learning Disabilities, Head of Mental Health and Learning Disabilities Transformation and a Senior Commissioner for Learning Disabilities and Autism.

The commissioning of Specialist Learning Disability Service (SPLD) forms part of the wider *East London NHS Foundation Trust contract*. See **Schedule 2 for Commissioning Integrated Mental Health & Wellbeing**

LBC will provide a lead for the commissioning function on behalf of both parties, which will include:

- Leadership for place-based commissioning
- The use and oversight of pooled budgets
- The use and oversight of social care budgets

The financial contributions pertaining to people with learning disabilities with both health and social care needs not met by universal services, will be made by the partners to a single Luton pooled

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<sup>1</sup> Throughout 'learning disabilities' will be taken to mean 'learning disabilities and/or autism'

budget hosted by LBC. The partners will also make financial contributions to some non-pooled budgets, which will be managed on behalf of partners by LBC.

#### 4. CONTEXT AND LEGISLATION

Responsibilities and functions are derived from joint and separate legislation covering adult social care and the NHS. This includes, but is not limited to:

- Learning from lives and deaths – People with a learning disability and autistic people (LeDeR) policy (2021); The Care Act (2014).
- The Health and Social Care Act (2012).
- The National Framework for NHS Continuing Health Care and NHS-funded Nursing Care (2022).
- Valuing People Now (2009).
- The NHS Long Term Plan 2019
- The Human Rights Act (1998).
- Mental Capacity Act (2005).
- Mental Health Act (1983).
- Special educational needs and disability code of practice: 0 to 25 years under part 3 of the Children and Families Act (2014).
- National strategy for autistic children, young people and adults: 2021 to 2026 (2021)
- The Equality Act 2010

Where appropriate, plans are to be informed by relevant NICE Guidance and Quality Standards including, but not limited to:

- NICE guideline 96 – Care and Support of People Growing Older with Learning Disability (<https://www.nice.org.uk/guidance/ng96>)
- NICE guideline 11 – Challenging Behaviour and Learning Disabilities: prevention and interventions for people with learning disabilities whose behaviour challenges (<https://www.nice.org.uk/guidance/ng11>);
- NICE guideline 93 – Learning disabilities and behaviour that challenges: service design and delivery (<https://www.nice.org.uk/guidance/ng93>);
- NICE guideline 54 – Mental Health Problems in People with Learning Disabilities: prevention, assessment and management (<https://www.nice.org.uk/guidance/ng54>).

#### 5. FUNCTIONS

The commissioning function will:

- ensure that there are appropriate commissioned, cost-effective services to meet the needs of those adults with learning disabilities and/or autism ordinarily resident in Luton;
- understand needs and shape the market for all cohorts including children and young people preparing to transition to adult services. This will involve:
  - assessing the local population prevalence of learning disabilities and/or autism in children, young people and adults;
  - analysing assessed needs in education, health and social care plans, to provide an early view of likely service needs and enable early intervention;

- identifying and using other sources of information, such as registers of people at risk of admission and other dynamic risk data; disabled children's registers; and records of referrals from liaison and diversion teams, youth offending teams and police.
- ensure in-depth knowledge and experience of national guidance and best practice is applied to commissioning initiatives for adults with a learning disability;
- provide support to local providers through the learning disability and autism provider forum;
- plan services that take a 'whole-life' approach and enable smooth transitions;
- develop and support local and regional plans that have a single care pathway and point of access for adults with a learning disability, their families and carers that is reflected in commissioning strategies;
- develop a Market Position Statement and development strategy to include:
  - undertaking work to understand the capacity and skill-mix of current and potential health and social care providers and complete a gap analysis for inclusion in the local market position statement. enabling the robust development of community services;
  - undertaking a capacity and gap analysis of housing need and work proactively with housing and social care partners to develop and deliver personalised options for current and future demand;
- use and maintaining a register for those people most at risk of admission to hospital and put appropriate anticipatory support in place. For those on the register with offending behaviour, commission suitable providers who can manage high levels of risk and keep the person and the community safe;
- represent Luton for the learning from lives and deaths – People with a learning disability and autistic people (LeDeR) and the BLMK Learning Disability and Autism (LDA) Transformation Board attending meetings with NHS England as required and liaising with Specialised Commissioning.

## 6. DELIVERY THROUGH PARTNERSHIP

Plan and deliver services in a way that:

- ensures co-production with adults using services and their families, carers and independent advocates.
- enables person-centered planning and provision.
- addresses the needs of different age groups but also takes a 'whole life' approach to planning.
- includes planning for a range of future housing and employment support needs.
- integrates health, social care and other relevant services.
- achieves quality and optimum life experience and outcomes for people with learning disabilities and/or autism.
- Working relationships:
  - Ambulance Trusts (Ambulance and Patient Transport)
  - Bedfordshire, Luton and Milton Keynes Integrated Care System (BLMK ICS) providers.
  - ICB and LBC Executive Teams.
  - Commissioning Associate Directors and Service Directors.
  - Community Trusts.
  - Contracting Teams.
  - Direct Reports/Team who may work within the ICB or Council.
  - Finance and Business Intelligence teams.
  - GP Practices, including GPs and Practice Staff.

- Integrated Urgent Care Provider.
- Luton Borough Council Adult Social Care Team.
- Luton Borough Council Community Learning Disabilities and Autism Team.
- Luton Borough Council councilors and portfolio holders.
- Mental Health Trusts including the East London Foundation Trust (ELFT) Specialist Services for People with Learning Disabilities (SPLD) team.
- NHS Integrated Care Boards.
- NHS England and Improvement and NHS Digital including Specialized Commissioning.
- East of England NHS Specialist Mental Health, Learning Disability and Autism Provider Collaborative
- Members of the public and service users as appropriate.
- Quality leads across the system.
- Luton Special Education services.
- Bedfordshire Police.
- VCSE Organisations.
- Health and Wellbeing Board members.
- Luton At Place Board members.
- BLMK Learning Disability and Autism (LDA) Transformation Board

The services excluded from the Schedule for the Council are:

- Client contributions, including the assessment and collection of client contributions by the Income teams.
- LBC social care in-house provided services to adults.
- Assessment and care management and provision of social care placements provided through the Adult Social Care Services, covered in the learning disabilities service provision schedule.

## **7. FINANCIAL CONTRIBUTIONS**

The ICB and LBC will align all and pool some of the financial resources allocated for the provision of learning disabilities and/or autism services. In doing so, they will ensure that these funds are utilised to ensure the provision of quality services for those with learning disabilities and/or autism for Luton.

All care packages agreed by LBC and the ICB to be joint-funded will be split on a 50:50 basis. This will apply to people who are owed a duty of free aftercare according to S.117 (Mental Health Act), and people with a learning disability, autism or mental health need who are not owed such a duty, but LBC and the ICB have agreed have health needs not met by universal services and should be joint funded in accordance with LBC/ICB joint funding protocols.

### **Learning Disabilities Budget for 2024/25**

The budget is included in the Financial Schedule.

### **Financial Year 2024/25**

Financial resources in subsequent years will be agreed by the JSCG three (3) months before the beginning of the Financial Year. The Luton Health and Wellbeing Board have oversight of the budget as well as BLMK ICB Financial Improvement group.

## **8. GOVERNANCE ARRANGEMENTS**

The Learning Disabilities and Autism Transformation Board, reporting to the Joint Strategic Commissioning Group will oversee delivery of the Learning Disability and Autism strategy. Governance is aligned to the Governance structure set out in Schedule 5, Joint Commissioning Arrangements and Governance Boards.

FINAL

## **SCHEDULE 3B**

### **Schedule for Learning Disabilities Service Provision**

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

#### **1. PURPOSE**

The purpose of this schedule is to define and explain the roles and responsibilities of BLMK Integrated Care Board (ICB) and Luton Borough Council (LBC) in the provision of services for people (adults) with a primary diagnosis of learning disabilities including those who display behaviour that challenges or with a mental health need.

#### **2. SCOPE**

- 2.1.** This Agreement covers the management of pooled funds, health and care management, delivery, support planning and placement support.
- 2.2.** As a first principle all parties will work to ensure the effective use of funds for, the provision of the wider remit of care management across adult (18 years and above) health and social care.

#### **3. CONTEXT**

Responsibilities and functions are derived from joint and separate legislation, policies and guidance covering adult social care and the NHS. This includes, but is not limited to:

- Learning from lives and deaths – People with a learning disability and autistic people (LeDeR) policy (2021).
- NHS Long Term Plan.
- The Care Act (2014).
- Mental Capacity Act (2005).
- Mental Health Act (1983).
- The Health and Social Care Act (2012).
- The National Framework for NHS Continuing Health Care and NHS-funded Nursing Care (2022).
- The Equality Act (2010).
- Valuing People Now (2009).
- The NHS Long Term Plan (2019).
- The Human Rights Act (1998).
- Special educational needs and disability code of practice: 0 to 25 years under part 3 of the Children and Families Act (2014).
- National strategy for autistic children, young people and adults: 2021 to 2026 (2021).
- Stopping over medication of people with a learning disability, autism or both (STOMP) (2016).

## **4. AIMS AND OBJECTIVES**

### **4.1.** This schedule aims to ensure:

- To support adults with learning disabilities and their carers to lead healthy, independent lives;
- Effective coordination, communication and integration of health and social care activity, including early intervention and prevention;
- Best value sourcing of holistic services for people with learning disabilities, and/or autism, as well as for their carers;
- To support adults with learning disability and/or autism at risk of harm and abuse are safe;
- Promotion of each person's well-being and, enabling people with learning disabilities to live empowered lives as full citizens of the community.

### **4.2.** The objectives of this schedule are largely determined by Valuing People (2000), Valuing People Now (2009), and are supplemented by National and local development including the BLMK Learning Disability and Autism (LDA) Transformation Board and the Learning Disabilities Mortality Review (LeDeR). Key local integrated objectives include:

- Working in accordance with Section 2 of the Care Act 2014 to prevent, reduce and delay the need for care;
- Promoting healthy lives for people with learning disabilities and/or autism.
- Enabling people to live independently; by promoting social inclusion and independence through vocational training, paid employment and volunteering opportunities.
- Enabling people living out of the area to return to their home town where appropriate.

### Partners to work collaboratively to:

- Ensure access to specialist mental health services for people with learning disabilities working with the local mental health provider;
- Facilitate accessible transport, resilient caring places and communities for people with a learning disability and/ autism as a key to increasing their participation as active citizens and staying connected;
- Reduce the reliance on residential care through the identification of a range of local community housing solutions and supported living;
- To co-produce with adults with learning disabilities and their carers the support they need to stabilise and maximise their independence to improve their health and well-being;
- To enable adults with learning disabilities to live independently through strength-based practice, digital solutions and community-based opportunities.
- To reduce premature and preventable death and avoidable hospital admissions

## **5. THE ARRANGEMENTS**

### **5.1.** This is an integrated service arrangement with LBC as the Host Partner of the service.

**5.2.** The Community Learning Disability and Autism Team will work as part of, or in collaboration, but not limited to with the following teams:

- ICB commissioned NHS Mental Health Trust;
- LBC's Quality Assurance and Care Placement;
- LBC's Commissioning Team;
- LBC's Housing Department;
- the ICB's Continuing Healthcare Team;
- the ICB's Commissioning Team;
- the ICB's LeDeR Quality Assurance Panel;
- Primary Networks i.e. GPs and allied professionals;
- Public Health and Wellbeing;
- The Bedfordshire, Luton and Milton Keynes Transforming Care Partnership;
- Transition teams in Children's Services and Community Health Services;
- NHS England;
- East of England NHS Specialist Mental Health, Learning Disability and Autism Provider Collaborative.
- SENAT - Specialist Education Needs Assessment Team.

**5.3.** The Community Learning Disabilities and Autism Team will maintain good communication and links with the police so that they can advise on assessments of vulnerability, particularly for people with mild or borderline learning disabilities who may otherwise not be identified as vulnerable and people who need support can be diverted from the criminal justice service.

## **6. FUNCTIONS**

**6.1.** For the purpose of these arrangements, it is agreed that the ICB will delegate the Health-Related Service Functions<sup>2,3</sup> for people with learning disabilities to LBC and that LBC will exercise these functions in conjunction with its Health and Social Care Functions for the purposed of fulfilling its obligations as an Integrated Micro-Commissioner and Provider under this agreement.

**6.2.** The services should fulfil the following core functions:

- Assess and review individuals with a learning disability identified as living with additional health needs;
- Ensure short-term assessment and intervention;
- Enable longer-term complex intervention;
- Commission support to meet assessed eligible needs under Care Act (2014) on at least an annual basis;
- Forecast all young adults with a learning disability and health needs who will be transitioning to adulthood;

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<sup>2</sup> Gov Legislation: The Functions of ICB's - <https://www.legislation.gov.uk/ukpga/2022/31/part/1/crossheading/integrated-care-boards-functions/enacted>

<sup>3</sup> NHS England: Learning disabilities Guidance for CCG's - <https://www.england.nhs.uk/2012/10/ld-guidance-for-ccgs/>

- Care-coordination for adults with learning disabilities under the Mental Health Act (1983);
- Give support to families and carers (by following the recommendations in the NICE Guideline 11 – Challenging Behaviour and Learning Disabilities: prevention and interventions for people with learning disabilities whose behaviour challenges (<https://www.nice.org.uk/guidance/ng11>);
- Provide quality assurance and service development.

**6.3. Specific functions and activities include, but are not limited to:**

- The recruitment and management of all health and social care staff through the Community Learning Disability and Autism Team ensuring that they have access to clinical and/or other appropriate supervision, continued professional development (CPD) and revalidation as appropriate;
- Attending the Quality and Oversight meeting ensuring that both health and social care assessments are evidence based, proportionate to need and that the decision for joint funding is fair and follows the agreed joint funding protocols;
- Ensuring all people have a key worker to coordinate their care, where appropriate;
- Supporting people that use services through transition periods at a time that's right for them, such as moving from children's services and/or special education to adults or leaving the family home;
- Conducting assessments of carers' abilities to provide support and reviewing their ability to continue to do this<sup>4</sup>; signposting to carer/parent-training programmes as appropriate;
- Considering the needs of carers and knowing where to direct them to get support;
- Involving the person and their carers in all support planning using an asset and values-based approach;
- Support adults with learning disabilities to take part in personalised daily outcome based meaningful activities, enabling people to develop skills for employment, live independently, form meaningful relationships and referring to appropriate services to support with this;
- Encouraging adults with learning disabilities to have their annual health check, health action plan, hospital passport and engaging with screening programmes and recommendations from LeDeR and supporting the uptake of flu vaccinations;
- Working alongside partner organisations to ensure people, families and providers are supported appropriately to identify the function of behaviour that challenges recognising possible triggers and environmental factors;
- Contributing to the development and maintenance of the dynamic risk register, providing timely updates as requested;
- The operational management of the Transforming Care agenda in Luton has been delegated to ELFT for 2024-25. Ensuring attendance at Care and Treatment Reviews (CTRs), supporting discharge planning and arranging LAEP meetings as a crisis response for those at risk of package breakdown;
- Contribute to the Dynamic Support Register (DSR) and Children Young People Dynamic Support Register (CYPDSR) to help avoid hospital admission where appropriate;

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<sup>4</sup> Where people are under CHC funding, the Learning Disabilities Team will undertake initial checklists and assessment for verification by the CHC team. Ongoing review requirements will be completed jointly by the teams.

- Supporting people who are ordinarily resident in Luton but living outside of the area to return to their community where appropriate;
- Undertaking or facilitating Section 42 safeguarding enquiries in line with local arrangements;
- Undertaking reviews for people with learning disabilities including the use of direct payments for people buying health and social care services<sup>5</sup>

**6.4.** The service should support adults, and their family members and carers in a way that is personalised, flexible, responsive, accessible and reflective.

**6.5** The service, where appropriate, must comply with relevant NICE guidance and Quality Standards including, but not limited to;

- NICE guideline 96 – care and Support of people growing older with learning disability (<https://www.nice.org.uk/guidance/ng96>);
- NICE guideline 11 – Challenging behaviour and learning disabilities: prevention and interventions for people with learning disabilities who behaviour challenges (<https://www.nice.org.uk/guidance/ng11>);
- NICE guideline 93 – Learning disabilities and behaviour that challenges: service design and delivery (<https://www.nice.org.uk/guidance/ng93>);
- NICE guideline 54 – Mental health problems in people with learning disabilities: prevention, assessment and management (<https://www.nice.org.uk/guidance/ng54>)
- The Care Act (2014).

## **7. SERVICES**

The key priorities and activities to inform service delivery are set out in the Team Plan, Joint Strategic Needs Assessment (JSNA) and other needs assessments and the Learning Disability Strategy that inform service delivery.

### **7.1. Authorisation for care and health services from the pooled and aligned budgets**

Where care packages meet the CHC criteria, they will be funded by the NHS. Where they do not meet CHC criteria and the Quality & Needs meeting identifies additional health and care needs not met by universal services, the joint funding protocol will be followed.

Joint funded packages of care will be reviewed by the Community Learning Disability and Autism Team on a minimum yearly basis and people's ongoing care agreed at this stage by the Local Authority.

Based on this approach, disputes over the funding of individual packages of care should be rare; however, any disputes surrounding the funding allocation will be escalated to the Service Director Adult Social Care and the ICB Associate Director Mental Health & Learning Disabilities to resolve in the first instance. Where agreement cannot be reached then this

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<sup>5</sup> Approval for user of direct payments for health services will be jointly agreed with the Continuing Healthcare Team

will be taken to the Corporate Director of Population Wellbeing (LBC) and the Chief Operating Officer (ICB) and, if necessary, to the Joint Strategic Commissioning Group (JSCG).

Pending a resolution of the dispute, and if neither authority is currently funding, nor prepared to fund, this will automatically split 50/50, without prejudice, between LBC and the ICB as a short-term measure until resolved.

## **7.2. Community Learning Disability Team**

The Team forms part of the services for people within LBC's Population Wellbeing. The ICB will allocate funding to the team for the healthcare element.

## **7.3. Referral, Access and Acceptance Criteria**

### **Geographic Coverage;**

The Community Learning Disability and Autism Team covers adults with learning disabilities resident in the Borough of Luton and/or registered with a Luton General Practice. It also includes those eligible for services currently living outside of the Borough but ordinarily resident in Luton.

### **Eligibility for the service;**

The Community Learning Disability and Autism Team supports adults from the age of 18 years with a primary diagnosis of Learning Disability who meet the national eligibility criteria outlined in the Care Act 2014 and as of 1st April 2015, carers have the right to assessment and support if assessed as eligible.

Autistic people are now supported by the team and autistic people with a primary diagnosis of mental illness will be supported through the Community Mental Health Team managed by the East London Foundation Trust or other relevant providers.

## **8. INFORMATION SHARING AND COMMUNICATION**

- 8.1.** The Integrated Community Learning Disability team will record adults with a learning disability and their carers information on the Council's database complying with UK General Data Protection Regulations (UKGDPR). The team will share relevant information with other health and care providers and health and social care commissioners in accordance with the information sharing agreements. Any breaches of Data Protection will be reported to the ICB and LBC leads as appropriate.

## **9. FINANCIAL MANAGEMENT AND AUDIT ARRANGEMENTS**

- 9.1.** Overall S75 financial reporting schedule provides details on cost and contribution arrangements for both organisations. There is a fixed contribution from ICB which may be uplifted each year in line with the Council agreed pay award as this covers mainly the staffing costs.

## 10. GOVERNANCE AND ASSURANCE

**10.1.** The Head of Service; Adult Social Care Operations Mental Health and Learning Disability is accountable for services for people with learning disabilities within LBC. This post sits within the Adult Social Care Management Team in the Population Wellbeing Directorate. The team will provide quarterly performance reports including projected spend and user outcomes to the JSCG and/or the Finance sub-group as appropriate.

**10.2.** Service performance will be managed by LBC. Monitoring includes measuring performance against an agreed set of national and local indicators as described in the service performance indicators below.

**10.3.** The governance of the Learning Disability and Autism service and accountability for the aligned and pooled budget set out within this S75 Agreement will sit with the Joint Strategic Commissioning Group (JSCG) and its governing body the Luton Health and Wellbeing Board. The Learning Disability Programme Board sits bi-monthly. Membership includes the Associate Director (ICB), Service Manager Adult Social Care and Service Manager Adult Commissioning. Members have committed to a Luton At Place Board learning disability workstream, as set out in the At Place Board Strategic Aims, Objectives and Priorities Programme Plan (Priority 1.5) The Plan sets out a comprehensive system-wide 3 year change programme for Luton. The Learning Disability Programme Board will submit monthly reports in to the Luton At Place Board to provide assurance on progress, risks and issues, and projected outcomes on the agreed workstream.

## 11. SERVICE PERFORMANCE

Quality checking by experts by experience should be used to support the contract monitoring of services to support best outcomes for individuals who are identified as eligible for.

These indicators will be reviewed quarterly to ensure they are reportable and purposeful.

Indicator	Target % (subject to review once baseline established)
Adults aged over 18 receiving self-directed support.	95%
Adults receiving direct payments.	37%
The proportion of adults with a primary support reason of learning disability support who are “known to the council”, who are recorded as being in paid employment.	4%
The proportion of all adults with a primary support reason of learning disability support who are “known to the council”, who are recorded as living in their own home or with their family.	78%
%/no. supported working age people with learning disability living in settled accommodation	80

<b>Indicator</b>	<b>Target % (subject to review once baseline established)</b>
Number of council-supported younger adults (aged 18-64) whose long-term support needs were met by a change of setting to residential and nursing care during the year, per 100,000 population.	<20%
Number of council-supported older people (aged 65 and over) whose long-term support needs were met by a change of setting to residential and nursing care during the year, per 100,000 population.	TBC
Timeliness of social care assessment for all adults	90%
Waiting times for care packages provided within 4 weeks after assessment	90%
Adults receiving a review as a percentage of receiving a service.	90%
Number of adults who have received learning disability annual health check	73.3%
Number of adults who have a health action plan.	TBC
Number of adults whose psychotropic medication has been reduced under STOMP.	TBC

The service will work with people, carers, formal caregivers and commissioners to develop tools to measure people's satisfaction.

## **SCHEDULE 4**

### **The Better Care Fund and the Improved Better Care Fund**

#### **1. BACKGROUND INFORMATION**

The Better Care Fund (BCF) has been established by the Government, to provide funds to local areas in support of the integration of health and social care. The designated funding must be aligned to 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.

The improved Better Care Fund (iBCF) is an additional Government funding allocation, paid as a direct grant to Local Authorities, with a condition that it is also pooled into the local BCF plan.

Section 75 within the National Health Service Act 2006 provides local authorities and clinical commissioning groups with powers 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. BCF and iBCF are to be set out as a single schedule within the S75 Agreement, as per national guidance.

It should be noted that BCF and iBCF are not separate legal entities, joint operations or joint ventures and are therefore accounted for as a pooled budget arrangement. Neither party has unilateral control of the BCF and iBCF, as decisions of the Joint Strategic Commissioning Board need to be made unanimously. (See - Schedule 5 Joint Commissioning Arrangements and Governance Boards)

BCF grant conditions stipulate funding should be allocated within the following areas:

- Avoidable admissions to hospital (General and Acute)
- To prevent and support admissions to residential and care homes
- To facilitate the effectiveness of reablement (increased number of people still at home 91 days after period of reablement following hospital discharge)
- To support hospital discharges that are to the person's usual place of residence.

iBCF grant conditions stipulate funding should be allocated within the following areas:

- Meeting adult social care needs
- Reducing pressures on the NHS, including supporting more people to be discharged from hospital when they are ready
- Ensuring that the local social care provider market is supported.

There is no requirement to spend across all of the criteria, or to spend a set proportion on each.

The Disability Facilities Grant (DFG) falls under the Better Care Fund. The Housing Assistance Policy 2021 sets out the Luton duties in relation to the DFG spend.

## **2. OVERVIEW OF BCF SERVICES**

The services funded through the BCF are identified in BCF Final Approved Budget; Appendix B, agreed by the Joint Strategic Commissioning Board (JSCG) on the 14<sup>th</sup> of November 2023 and the Health and Wellbeing Board (HWB), 3<sup>rd</sup> April 2024.

The Luton performance ambitions remain aligned to the BCF Metrics; Appendix A. The 2024-2025 BCF metrics will remain until BCF Policy Framework for 2024-2025 is released later this year.

## **3. AIMS AND OUTCOMES**

The national conditions and metrics for the BCF are set out in items one (1) and two (2). Changes to the national conditions and metrics throughout the life of this Agreement will be executed through a Deed of Variation for the BCF Schedule.

## **4. THE ARRANGEMENTS**

BCF funding, allocated to the Integrated Care Board (ICB), will be managed as a pooled budget. Through the jointly agreed Arrangements, the Council will invoice the ICB for the appropriate project or scheme funding allocation. However, the total £20,167,144 indicative (2024-2025) outlined in the Schedule of Funding; Appendix B, includes services delivered by providers commissioned both Partners. This figure includes £1,897,294 indicative for 2024-2025 which is received directly by the Council for the purpose of delivering Disabled Facility Grants (DFG). Any changes to the designated annual allocation, throughout the life of this Agreement will be executed through a Deed of Variation for the BCF Schedule.

iBCF funding is managed as a pooled budget. In 2024-2025, it is jointly agreed, the indicative iBCF Fund £7,480, 913, will be allocated in full, as core funding to Adult Social Care. Please refer to Appendix B. The decision reflects the mutual understanding of the ongoing financial pressures faced by the service. Any changes to the designated annual allocation, throughout the life of this Agreement, will be executed through a Deed of Variation for the BCF Schedule.

Council and ICB Joint Staffing Arrangements in relation to the BCF and integration programmes of work are detailed in Schedule 5 Joint Commissioning Arrangements and Governance Boards.

## **5. FUNCTIONS**

For the purpose of these Arrangements, applications for BCF and iBCF monies to change schemes and projects will require a specific Business Case to clarify the specification, functions, relevant BCF or iBCF key performance indicators, expected benefits and costs. Business cases require approval by the Joint Strategic Commissioning Group (JSCG), with advice and recommendations from the Financial Subgroup (FSG). It is agreed that Core funding will not require a Business Case and will be allocated following transparent discussion and approval by JSCG Members.

For the purposes of fulfilling its obligations as the host organisation of the pooled BCF budget under this Agreement, the Council will delegate those health commissioning functions to the ICB that it is legally empowered to delegate and the ICB will exercise these functions in conjunction with its own health functions.

For the purposes of fulfilling its obligations as the host organisation of the pooled iBCF budget under this Agreement, the Council will delegate those health commissioning functions to the ICB that it is legally empowered to delegate and the ICB will exercise these functions in conjunction with its own Health Functions.

Clarification of Lead Commissioner and Lead Director responsibility will be captured within relevant Business Cases and the BCF Programme Tracker. Whichever party is not the Lead Commissioner, will delegate the relevant functions to the Lead Commissioner, including contract monitoring and reporting impact and benefits realised for the scheme.

## **6. SERVICES**

The services and projects that are to be delivered are described in the Luton BCF Tracker managed by the Integration Programme Team and aligned to the Budget set out in Appendix B and the BCF Narrative Plan Appendix D. The services and projects will form a BCF and iBCF programme of work, managed by the Integration Programme Manager and supported by the Integration Project Manager, reporting into the FSG and the JSCG. The Luton BCF and iBCF Agreed Budget for 2024-2025 is attached, Appendix B.

The allocation to the Adult Social Care service is protected under the National Conditions. The detail and ongoing review of the spend will be captured by the Council's finance team. The beneficiaries of social care services within the BCF and iBCF allocations are those residents and their carers eligible for social care under the Care Act 2014.

## **7. COMMISSIONING AND CONTRACTING**

### ***Commissioning Arrangements***

Set out in S75 Agreement Schedule 5 – Joint Commissioning Arrangements and Governance Boards

### ***Contracting Arrangements***

The majority of service contracts are already in place and changes will be managed through contract variations with providers. Where re-tendering, new contracts or significant contract variations are required, the terms will be discussed and agreed through the JSCG.

## **8. FINANCIAL CONTRIBUTIONS**

### **Financial Year 2024-25**

BCF and iBCF Schedule of Funding for 2024-2025 is detailed in Appendix B of this Schedule. Changes to financial allocations will be executed through a Deed of Variation for the BCF Schedule.

## **9. FINANCIAL GOVERNANCE ARRANGEMENTS**

### **Management of the Pooled Fund**

A lead finance manager, appointed on behalf of the lead commissioning organisation, as the Pooled Fund Manager will oversee the implementation of spends for each scheme or core funding allocation, in accordance with the approved Business Cases or core funding agreements. Allocations to social care services are protected under the National Conditions, the Finance Manager will be the ASC nominated Pooled Fund Manager.

Both Partners Finance teams will monitor spend and produce regular reports for the JSCG and FSG. In addition, highlight reports will monitor the performance delivery and benefits realisation of the Enhanced Health in Care Homes, Healthy Ageing and the Luton Falls Pathway change schemes. The highlight reports will be presented to JSCG Members on a bi-monthly basis. An annual report against the core funding will evidence the qualitative and quantitative impact of the investment into allocated services.

The JSCG will annually review and recommend the jointly agreed allocations to the Health and Wellbeing Board for full approval. Allocation of any under spends are to be discussed and agreed between the Partners at the JSCG and the FSG, with unresolved issues escalated to the Health and Wellbeing Board.

### **Audit Arrangements**

In compliance with any additional audit arrangements required by the Department of Health and Social Care for BCF, ICB audit arrangements will be applied to the pooled BCF budget and Council's audit arrangements will be applied to the pooled iBCF budget. Any recommendations from internal and external auditors pertaining to BCF and iBCF will be shared with both Partners at the JSCG.

### **Financial Management**

Both Partners' financial management data systems will be used to capture spend for the services they each commission. The Council acting as the host for the monitoring and reporting of the BCF and iBCF will formally report spend information through FSG to the JSCG. Total spend will be agreed by both partners through FSG and any issues arising will be escalated to the JSCG.

Systems in use by both Partners will comply with any additional requirements from the Department of Health and Social Care for BCF.

## **10. VAT**

The VAT regime of the lead commissioning organisation will apply.

## **11. NON-FINANCIAL RESOURCES**

The Partners will both contribute additional resources, including equipment, expertise and central support services, for which there will be no additional charge.

## **12. STAFF**

Staff employed by both the Partners will support the BCF and iBCF programme. A jointly appointed Programme Manager for Integration will oversee the implementation and management of the programme. A jointly funded Project Manager will support the programme of work and a Project Support Officer will facilitate and administer to the joint Boards.

## **13. ASSURANCE AND MONITORING**

Where services and projects are being delivered by other health and social care providers, their performance will be monitored by whichever Partner has lead commissioning responsibility, through their normal arrangements and information will be shared between the Partners.

The national conditions and metrics for the BCF and iBCF are set out in item one (1), Appendix A, BCF and iBCF Metrics and Appendix B, the Schedule of Funding 2024-2025; Any changes to the Appendices will be executed through a further Deed of Variation for the BCF Schedule.

The Enhanced Health in Care Homes and Healthy Ageing change schemes lead, and the Luton Falls Pathway lead will report progress bi-monthly to the Programme Manager. Business Intelligence teams will report performance against the BCF metrics to JSCG on a bi-monthly basis. Core funding service leads will report annually against allocations. The programme is managed against BCF conditions and agreed tolerances, metrics and benefits. A bi-monthly BCF report, change scheme highlight report, risk register and a quarterly core funding report will be provided to JSCG.

## **14. LEAD OFFICERS AND GOVERNANCE ARRANGEMENTS**

Luton Joint Strategic Board (JSCG) is a partnership group, co-chaired by representatives of the Integrated Care Board and the Borough Council. The JSCG operates on behalf of the Health and Wellbeing Board, providing strategic leadership across the health and social care system. The Health and Wellbeing Board approve the Luton BCF allocations, the Luton Plan Template and any changes therein.

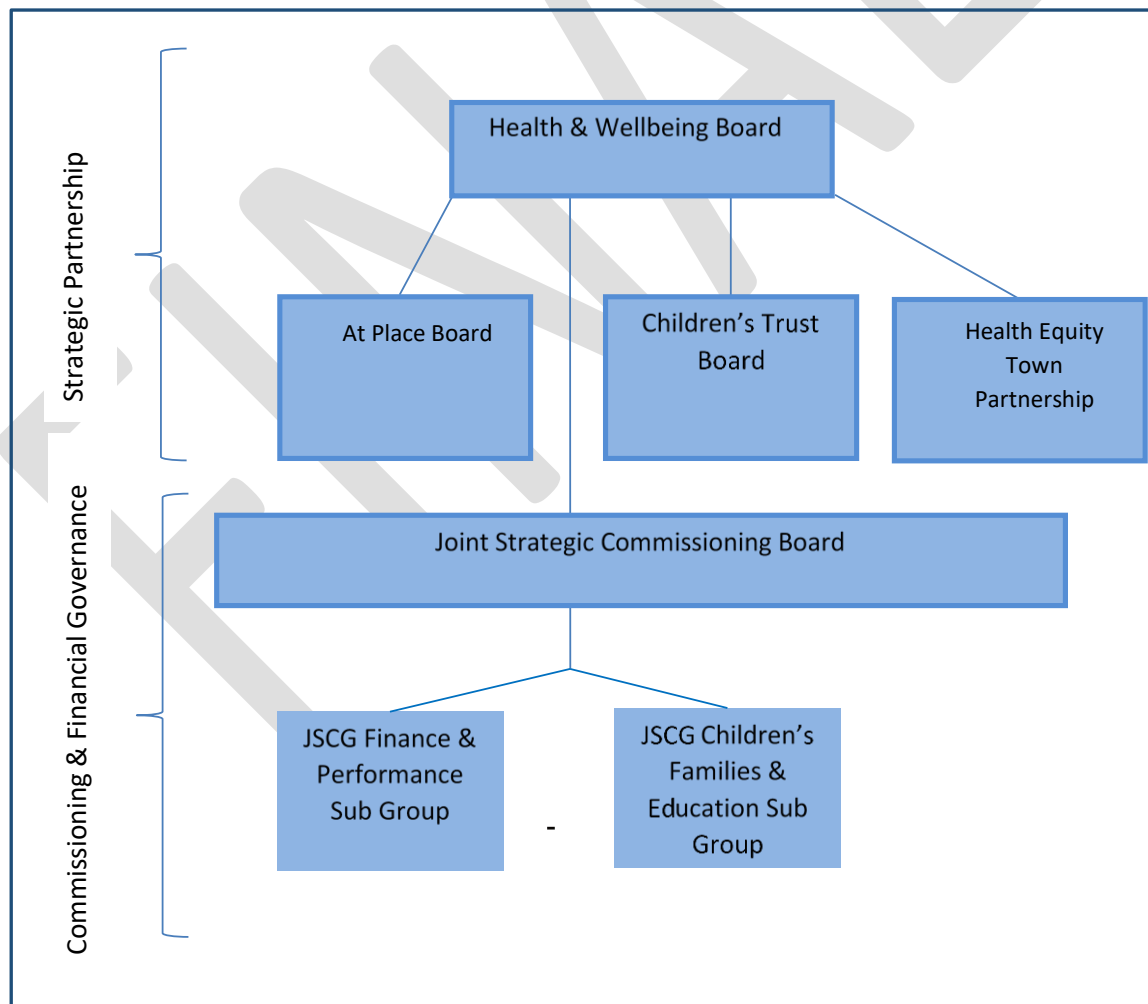
The BCF Programme Manager will report directly to the JSCG and the Joint Financial Subgroup.

Further reporting will follow arrangements for Luton Borough Council and the Clinical Commissioning Group. When appropriate or requested, reports will be taken to Scrutiny Committee, the Health and Well Being Board and other Boards/Committees/ working groups

## Lead Officers

Partner	Name of Lead Officer	Address
LBC	Corporate Director Population Health and Wellbeing	Luton Borough Council, 3 <sup>rd</sup> Floor, Arndale House, The Mall, Luton, LU1 2LJ
ICB	Chief Primary Care Officer and Executive of Place	Luton NHS Integrated Care Board, 3 <sup>rd</sup> Floor, Arndale House, The Mall, Luton, LU1 2LJ

**Figure 1. Governance Structure**



## **15. INTERNAL AND EXTERNAL APPROVALS**

At the point of writing, the Department of Health and Social Care have not released the BCF planning guidance and associated planning template for 2024-2025. As an interim measure, the Joint Strategic Commissioning Board and the Health and Wellbeing Board have approved the 2024-2025 allocations. Minimal changes are expected. The programme continues to be managed in line with the planning guidance for 2023-2025 and the BCF Schedule, until further BCF Guidance is published.

## **15. RISK AND BENEFIT SHARE ARRANGEMENTS**

The risks and contingency arrangements are as outlined in the 2024-2025 S75 Agreement, Schedule 7; Financial Arrangements.

## **16. REGULATORY REQUIREMENTS**

Statutory requirements for Children's Services, Adult Social Care and ICB/NHS requirements for commissioning services apply.

## **17. INFORMATION SHARING AND COMMUNICATION**

The Partner responsible for each commissioned scheme and core funding allocation will be responsible for ensuring that data systems and information sharing comply with current legislation. However, the JSCG will provide the overarching information governance arrangements to comply with statutory duties.

Any breaches will be reported to and shared between the Partners.

## **18. DURATION AND EXIT STRATEGY**

The BCF plan is an established fund, delivering transformation and integration of health and care services, through change schemes and core funding agreements. The arrangements are intended to last for the duration of BCF funding and many arrangements will continue beyond funding allocations into business as usual.

On a national basis, the BCF is a requirement for 2024-2025, and provides the opportunity for the Luton health and social care system to deliver significant cultural change and personalised health care for the people of Luton, and in recent years, following the Covid-19 pandemic the fund has supported the ongoing financial pressures within the system, allowing core service provision to continue as financially viable entities, ensuring the needs of Luton residents are served.

BCF is expected to continue beyond the life span of the Luton Section 75 Agreement 2024-25. Additional changes to funding, national conditions, metrics, will be provided through a Deed of Variation for the BCF Schedule.

## 19. 2024 – 2025 HOSPITAL DISCHARGE GRANT

The 2024-2025 Hospital Discharge Grant has been embedded within BCF, in relation to National Condition 3, and in conjunction with wider funding, to build additional social care and community-based reablement capacity, maximise the number of hospital beds freed up and deliver sustainable improvements for patients. Areas are able to use the fund, where appropriate, to continue investments made into services from the 2023-24 Discharge Grant but must not use the 2024-2025 Grant to replace existing expenditure on social care and community services. Further detail on the Hospital Discharge Grant can be obtained in Appendix D.

The JSCG have agreed how best to deploy the funding over the period April 2023 to March 2025, taking account of the capacity and demand work to identify likely variation in the levels of demand over the course of the year, including projected winter pressures. The 2023-2025 Hospital Discharge allocations have been approved by the Health and Wellbeing Board. Appendix D sets out the 2024-2025 allocated spend.

At the point of drafting the Department of Health and Social Care are unable to advise whether the Hospital Discharge Grant will continue beyond March 2025. If the hospital discharge funding ceases in April 2025, the funding gap will pose a significant risk to the discharge pathway. A Hospital Discharge Mitigation Group has been set up, including system partners within the discharge pathway, to review the risks and identify potential mitigation to reduce the impact on the residents of Luton and the system flow. The group will be tasked to co-develop a Hospital Discharge Mitigation Plan. Collaboration with Partners across the BLMK footprint will be essential to the plan. Once clarity is obtained approval of JSCG Members will be sought, before tabling the plan at the Health and Wellbeing Board. The Joint Financial Subgroup and the Hospital Discharge Mitigation Group will continue to review the implementation of the plan, alongside the risk profile throughout the year, escalating all foreseeable issues, risks and opportunities to JSCG and the Health and Wellbeing Board.

It is important to note this is a national risk, therefore the risk will be escalated to the BCF Board and the DHSC by Luton Partners, alongside national colleagues.

Should the Department of Health and Social Care announce a continuation of the Grant or other funding options mitigating the risk, a planning process similar to 2024-2025, will be triggered to ensure the discharge pathway is protected for 2025-2026.

## 20. APPENDICES (THREE APPENDICES FORM PART OF THIS SCHEDULE)

### **Appendix A**

*BCF Metrics and an example of the Joint Performance Matrix*



BCF Metrics 24-25 V  
1.2.xlsx



BCF Scorecard  
2023-24 October.xlsx

## **Appendix B**

*Approved Budget 2024-25 (Indicative at the time of draft to JSCG)*



BCF 2024-25 Final -  
Based on Q3.xlsx

## **Appendix C**

Luton BCF Narrative Plan 2023-2025



Final Luton BCF  
Narrative plan 2023-2

## **Appendix D**

Hospital Discharge Budget – This budget remains iterative in relation to need & demand



Discharge Fund Plans  
23-25 Final.xlsx

## **SCHEDULE 5**

### **Joint Commissioning Arrangements and Governance Boards**

This schedule identifies the approach the Council and ICB are taking to collaborate and share responsibilities in commissioning health and care and services for the people of Luton and describes current joint working.

#### **1. PRINCIPLES OF WORKING TOGETHER**

The Council and ICB jointly affirm their commitment to co-operate on matters affecting the NHS, public health, wider health issues and social care for the people of Luton, seeking to work in an open, transparent and helpful manner, with good communication and early involvement of the other parties when appropriate. This will build on existing working relationships, with officials continuing to maintain free, informal and regular contact.

The parties will inform each other at the earliest reasonable opportunity of issues including the forming of policy, proposals for legislation, and the timing of public announcements - which are likely to be of mutual interest. In coming to decisions or developing policies or legislation which may have an impact financially or otherwise on other parties, or which may constrain others' policy development, each party will seek the views of those potentially affected at the earliest reasonable opportunity and be mindful of those views in taking any decisions.

In summary, to support better outcomes for Luton people:

- We will align, share and pool resources, budgets and accountabilities where it improves outcomes for the people of Luton
- We will focus on benefits to the public as a whole, rather than organisational interests.
- We will only take decisions that we know will impact on other parts of the Health and Social Care system in an environment of informed and mutual trust
- We will streamline Health and Social Care system governance to enable decisions to be taken at place, across system and pace
- We recognise that there are differences in how we work and the need to design and build systems together, involving our staff to mutually recognise and respect those differences and find innovative ways to address where organisationally feasible.
- We will design a system that is easy for everyone to understand and use.
- We will continue to work with our Integrated Care System partners exploring opportunities to design and deliver change, at scale and at place, which will provide the greatest opportunity to improve outcomes for Luton residents.

#### **2. WAYS OF WORKING**

To achieve this, we will work in alliance with each other operating with mutual respect and mutual accountability. We will keep the residents of Luton informed of joint plans, adopting a co-production approach to transformation based soundly on the Luton voice and where it is required, conducting

formal consultation. The Council and ICB will ensure that all colleagues and teams are aware of the agreed ways of working and any associated agreements or guidance.

This Schedule does not replace the legal framework or responsibilities of the two statutory organisations. It recognises the complexity of how the health and care system currently work and interact with each other to provide the best possible care and services.

The following behaviours should support joint governance arrangements between the ICB and council for place based jointly agreed plans.

- **One Luton Unified Leadership Team**
  - Work as 'One Luton' driving agreed priorities through the Luton At Place Board and the designated collaborative delivery groups, focus groups and task and finish groups.
  - Collectively champion Luton as a place of aspirations and achievements; a place with people at its heart.
  - Embed a strong collaborative and population health management approach, addressing the wider determinants of health and inequalities, to maximise outcomes for the people of Luton.
  - Facilitate stronger relationships across the system, to proactively identify, define, agree and drive the delivery of collective priorities for Luton.
  - Agree a single Luton SRO for each function with aligned resources for delivery.
  - Have the 'right conversation' in the 'right meeting', with 'pre-considered decisive outcomes' once, where possible.
- **Support each other to deliver 'sovereign' Legislative Responsibilities**
  - Be clear on how statutory / legal functions are being discharged and agree whether any legal sign off is required for any joint activities
- **Agree Joint Business Planning**
  - Bring together senior leaders and partners through the Luton At Place Board, to drive and facilitate partnership working with a common vision and purpose, to strategically shape the Luton priorities as set out in the 2021-2026 At Place Board Priorities Plan
  - Build key performance indicators and develop reporting requirements for tracking delivery on shared endeavours and evidencing improved population health outcomes for the people of Luton.
  - Establish a system wide ethos that supports open and transparent working practices
  - Strengthen effective and collaborative resource planning for common priorities and objectives
  - Recognise and respond to change and local need, using Covid-19 lessons learned to reach into communities and work with community leaders and take risks to achieve the agreed outcomes.
- **Review Joint Working Governance**
  - Continuous review and streamline the decision-making and leadership meetings including terms of reference for joint boards. Implement the principle of subsidiarity.

- **Engage external partners, service users and regulators**
  - Ensure feedback, engagement and co-production is central to continuous improvement plans.
  - Strengthen the resident's voice as the source of truth, informing and co-producing transformation at all stages.
  - Provide clarity around working relationships within Luton and with partners and regulators, support the 'One Luton' approach with the Health and Wellbeing Board acting as the 'One Luton Lead', speaking on behalf of the Luton At Place Board and avoiding duplication at meetings with external stakeholders.

### **3. SCOPE**

The ICS priorities, Luton 2040 ambitions, the Population Wellbeing Strategy and the At Place Board will inform a jointly agreed 2021- 26 Luton At Place Priorities Plan. The BCF Plan and allocations will reflect the At Place Priorities Plan, focusing on prevention of inequalities and improving population health outcomes over the next five years. The jointly agreed JSCG work stream will remain an iterative, allowing further joint initiatives to be identified and included as our thinking evolves and develops.

Work streams will include but will remain iterative and not exclusive to:

- I. At Place Board, integrated programmes of work funded through BCF and/or integral to the Luton S75 Agreement
- II. Managing the Better Care Fund (BCF) and the Improved BCF
- III. Section 75 Agreement
- IV. Mental Health transformation and Total Wellbeing provision
- V. Frailty and complex care (Adults)
- VI. Learning Disabilities and Autism
- VII. Children's, Families and Education Services
- VIII. Commissioning for Quality

### **4. ANTENATAL AND MATERNITY SERVICES**

Owing to the interdependency between commissioning local comprehensive maternity services and health visiting services, it is imperative the ICB and LA work in partnership to ensure best outcomes to women and neonates.

Luton Council commission health visitor services (0-19 services) to in-reach within the antenatal care period for pregnant women to ensure early identification of risk or additional need and to provide a smooth transition post-delivery.

### **5. FURTHER JOINT COMMISSIONING ARRANGEMENTS**

Integrated commissioning and joint contracts present an opportunity for commissioners to work with providers to maximize productivity and ensure that gaps in services are addressed and improved experiences and outcomes for service users are promoted.

The commissioning teams from ICB and Council will be supported by their respective directors to work together to agree new models for joint commissioning, for priority areas that have been identified to improve the health and wellbeing outcomes for the population of Luton.

The ICB has implemented a new target operating model (TOM) which includes a 'link place director' for all four places in BLMK who are also ICB executive Chief members of the Board. Each place has dedicated resource supported by a shared transformation team and the ICBS core teams. This approach enables all staff to be more flexible and responsive to local communities/neighborhoods. The place teams convene and work with a wide range of partners to deliver improvements for our residents.

The TOM enables closer collaboration with all health and care partners, plus the wider VCSE partners. This way of working helps the ICB to work smarter and to make the best use of staff resources.

Any change to team structures will be dependent on the mobilisation and monitoring of new models agreed and these would be updated via a Deed of Variation to the current Section 75 Agreement.

## **6. GOVERNANCE**

### **Joint Strategic Commissioning Group (JSCG)**

Joint Commissioning arrangements are discussed at the Joint Strategic Commissioning Group. The Joint Strategic Commissioning Group (JSCG) is responsible for the joint strategic commissioning of services in Luton for children and young people, adults and public health.

JSCG is accountable for the governance of the Section 75 Agreement and the associated Schedules, including the Better Care Fund and the Improved Better Care Fund, coordinating the development of joint strategies for the relevant service areas and ensuring necessary arrangements are in place to implement strategies and procure service changes. This includes decisions and proposals that would be inappropriate for reasons of commercial sensitivity to take to Health and Wellbeing Delivery Boards and other groups with provider representation.

The group is responsible for strategic market development, management, and overseeing plans to re-commission and de-commission services, as well aligning this work with joint strategic procurement plans.

### **Joint Strategic Commissioning Group (JSCG) Subgroups**

The Joint Strategic Commissioning Group (JSCG) has 2 sub-groups; the Financial Subgroup (FSG) and the Children, Families and Education Subgroup (CSG).

The Joint Strategic Finance and Performance Subgroup is tasked with supporting the JSCG by developing, implementing, monitoring and reporting all related to the financial and performance aspects of joint commissioning arrangements. Additional short-term working groups or sub-committees of the JSCG will be established when appropriate.

The Children's, Families and Education Subgroup (CSG) will build upon the collective endeavour for the children and young people of Luton. The Subgroup will discuss, address and drive forward collaborative solutions in regard to contract issues, performance, educational needs, tripartite agreements and any other S75 related concerns. The Subgroup will report to JSCG every 6 months

Terms of Reference included in appendices;

- Joint Strategic Commissioning Group Terms of Reference see appendix 1
- Financial Subgroup Terms of Reference see appendix 2
- Children's, Young People and Education Subgroup Terms of Reference see appendix 3

## **7. JOINTLY FUNDED POSTS**

### **Integration Programme Manager**

The Integration Programme Manager is a joint role, funded through the Better Care Fund. The role is responsible for a diverse range of across-system programmes, jointly agreed and assigned by Luton Borough Council and BLMK ICB leaders.

The role includes:

- Responsible for the development and management of the Luton At Place Board Programme and associated work streams. Provide strategic oversight of the programme to system Partners.
- Engage, develop and maintain effective working relationships with all relevant colleagues; key stakeholders and partners across the Health and Social Care system to ensure a co-ordinated service and cross cutting approach in line with the Luton At Place Board One Team ethos.
- Development and management of the National Better Care Fund (BCF) annual plan
- Reporting on the BCF plan and programme – internally to the Luton Joint Strategic Commissioning Group and Health and Wellbeing Board, and externally to the BCF Board, NHS England and the Department of Health and Social Care
- Development and management of the Luton Section 75 Agreement for pooled and aligned budgets, and joint working arrangements.
- Responsible for driving forward and managing assigned Integration Programmes of work, in line with the Managing Successful Programmes Principles and ensuring SRO's have confidence and full oversight to respond appropriately, including; reporting to the appropriate Governance Boards, strategic planning, ensuring all schemes and projects have SMART plans and controls, supporting implementation, providing effective scrutiny and analysis of performance data and the Project Manager's reports, ensuring issues are resolved in the designated timeframe, risks are escalated and the programme remains within scope, resource viable and is able to achieve the outcomes projected.
- Supporting the evaluation, impact and effectiveness of integrated commissioning, joint funding arrangements, including the drafting of Business Cases, analysis and interpretation of performance data; as required and presenting reports to the relevant Governance Boards.
- Facilitating strong across-system relationships, bringing an unbiased approach and providing a strong understanding of system wide Partnership working, including VCSFE partners and the importance of co-production.

- Researching best practice and knowledge sharing, facilitating local oversight on successful national high impact change models to influence and further integrated working plans and opportunities for Luton.
- Maintaining a high profile locally, regionally and nationally for Luton through effective communications and oversight, working closely with all system partners across Luton, Bedfordshire and the East of England.
- Maintaining Luton's focus on joint communications and service user voice within the programmes and working closely with both LBC and ICB commissioning teams and Healthwatch to support resident engagement.

The role jointly funded, line managed by Luton Borough Council Director Public Health and accountable equally to the Luton Borough Council Director Public Health and the BLMK ICB Chief Primary Care Officer. In line with agreed governance, the role reports to the Luton Joint Strategic Commissioning Group, the Luton At Place Board, the Health and Wellbeing Board and other joint boards established in relation to changing work streams. The Integration Programme Manager manages the Integration Team, team members detailed below.



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### **Integration Project Manager**

The joint Project Manager supports the successful delivery of the Integration Programme and dependent Programmes. This includes the projects held within the Better Care Fund and the Luton Section 75 Agreement as enablers of the integration Programme of work.

The role includes;

- Monitoring and reporting to the Integration Programme Manager on the individual work streams within the Luton At Place Board programme.
- Supporting the development, planning, co-ordinating and managing of multi-agency projects, to time, budget and high quality, to support the successful delivery of the Integration Programme and dependent Programmes.
- Provide independent project co-ordination support to key stakeholders both internal and external to the council.
- Work effectively and collaboratively with the Programme Manager and Partners to champion, support and drive integration objectives across system.
- Engage, develop and maintain effective working relationships with all relevant colleagues; key stakeholders and partners across the Health and Social Care system to ensure a co-ordinated service and cross cutting approach to project delivery.
- To be accountable to the Programme Manager for Health and Social Care and respond to matrix management at the appropriate level with the BLMK ICB.
- Responsible for the facilitation of associated Task and Finish Groups, delivery groups and collaborative groups, managed by or reporting into the Programme Manager.

- Working with the Programme Lead and Service Leads to review and update S75 schedules on an annual basis.



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### **Integration Project Support Officer**

The joint Project Support Officer provides support to the Programme and Project Manager for Health and Social Care Integration, in the management of the Better Care Fund, S75 Agreement and assigned integrated programmes agreed by the Joint Strategic Commissioning Group.

The role includes:

- To attend, support and administer meetings, forward plans, invites, & minutes for formal and working meetings including the Joint Strategic Commissioning Group & the Financial Subgroup.
- Support the development of project documentation to bring consistency to the integration and joint commissioning projects, BCF and iBCF projects for reporting to the relevant boards.
- Provide project support to the Integration Project and Programme Manager
- To provide support to BCF & iBCF assigned Project Managers under the guidance of the Integration Project Manager
- Attend, support and administer meetings, forward plan, invites and minutes for S75 planning.
- To support the emerging and developing integration programme as we seek to deliver an intervention designed to bring council and ICB together into an effective working team for Luton.
- Provide expert administrative capacity to organise and support complex and still emerging integration work streams
- Within this role be a point of contact for outside providers. Coordinating internal and external communications



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## 8. APPENDICES

### Appendix 1. Joint Strategic Commissioning Group



Final JSCG ToR Jan  
2024 V1.pdf

### Appendix 2. Financial Subgroup (FSG) Terms of Reference



FSG ToR Jan 2024  
V1.2.pdf

### Appendix 3. Children, Young People and Education Subgroup



CSB ToR latest  
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## SCHEDULE 6

### The Luton At Place Board Partnership

#### 1. BACKGROUND

The Integrated care systems (ICSs) are partnerships between the organisations that meet health and care needs across a designated area, to coordinate and plan services in a way that improves population health and reduces inequalities. In our area, the ICS footprint sits across the Bedfordshire, Luton and Milton Keynes (BLMK). Each Local Authority footprint has a designated Integrated Care Board Executive at Place Officer.

Government guidance has been published on the delivery and governance of the ICS. Following on from the guidance, each area has established an Integrated Care Partnership (ICP) a broad alliance/committee of organisations and representatives, an Integrated Care Board (ICB) responsible for the commissioning of healthcare services in the ICS area, a Provider Collaborative (Bedfordshire Care Alliance) to work at scale, where it makes sense to do so, and a Place-Based Partnership with the focused responsibility for the strategic planning and delivery of health and care services specific to the demographic needs of the local community.

The Integrated Care systems guidance *Thriving places: Guidance on the development of place-based partnerships as part of statutory integrated care systems*, sets out the structures and governance to be established in defining place-based partnerships.

In line with the guidance the Luton At Place Board Partnership (APB) was established on the 13<sup>th</sup> of July 2021.

Luton has a long history of partners developing collaborative approaches to joint planning and delivering of health, social care, public health services and other partnership services. Arrangements in Luton have historically gone beyond strategic planning and include shared roles, joint commissioning between local authorities and the NHS, and integrated service delivery by a range of providers, enabled and supported through a comprehensive S75 Agreement, the Better Care Fund, the Joint Strategic Commissioning Group and the associated Joint Financial subgroup.

The Luton At Place Board Partnership builds on the long standing, working relationships between partners and aims to strengthen the strategic cohesion, as set out in the Luton Population and Wellbeing Strategy, the Luton 2040 Plan, the Bedfordshire, Luton and Milton Keynes (BLMK) ICS Priorities and the PCN Priorities. The Partnership Board aims to reinforce the shared ambition to deliver the best care and outcomes possible for the people living in the Borough of Luton.

As a Partnership, our collective commitment and goal is to ensure Luton becomes a more equitable town, where people thrive, have the opportunity to live a healthy life; mentally, socially and physically, and are able to maximize their potential.

## **2. PURPOSE**

Currently, the Health and Wellbeing Board (HWB) provides a shared vehicle for political, clinical, professional and community leaders at place to develop a shared ambition for improving health and wellbeing and addressing health inequalities. The Luton At Place Board is accountable to the Health and Wellbeing Board and responsible for the strategic planning, arranging and delivering of an agreed set of priorities to improve health and care service provision and outcomes for the people of Luton.

The Luton At Place Board membership includes, NHS, local government providers of health and care services, including Bedfordshire Fire Services and the voluntary, community, faith and social enterprise sector (VCFSE).

Partners have agreed shared objectives, built on a mutual understanding of the population and a shared vision for Luton. The vision focuses on improving the health and wellbeing outcomes for the population, preventing ill health and addressing health inequalities. The objectives support this vision, including work streams and projects are aimed at improving the quality, co-ordination and accessibility of health and care services, to better meet the needs of people and communities, and to build coalitions across a range of community partners. The vision and objectives reflect the priorities that are most important to the partnership and our communities.

Co-production remains central to the work streams underpinning the At Place Board priorities, bringing together the voices and contribution of people and communities (service users, their representatives, carers and local residents). Co-production also includes community partners, with a role in supporting the health and wellbeing of the population and addressing health inequalities, such as housing associations, VCFSE sector, skills and education services and local business.

The At Place Board will ensure that where the shared priorities benefit the wider BLMK footprint or the sharing of resources across the wider system generates more effective and equitable outcomes, Partners will work at-scale with the Bedfordshire Care Alliance, ensuring they meet the needs of communities in their place and wider, whilst avoiding duplication of activities across the BLMK footprint.

## **3. STRATEGIC AIMS, OBJECTIVES AND PRIORITIES**

The Luton At Place Board partnership has a common understanding of its population, enhanced through a population health approach and underpinned by evolving shared data sources. The Partnership has agreed a shared vision, including four local priorities. The place vision and local priorities have been developed in response to the needs of communities at neighbourhood and place level and will remain iterative to ensure changing needs are reflected in the plans. The priorities are strategically aligned to Luton 2040, the NHS Long Term Plan and the BLMK ICS

Priorities, ensuring the wider determinants of health and prevention are comprehensively embedded into the At Place plans, ensuring a targeted whole system approach.

Through the agreed At Place Board Strategic Aims, Objectives and Priorities Plan (set out on pages 76 and 77). the Board has set out their collective commitments and interdependent, collaborative work streams; taking a Population Health Management approach and placing people, not organisations, at the heart of everything they do.

The Strategic Aims, Objectives and Priorities Plan informs the Luton at Place Board Programme is built on the principle of 5 C's; confidence, consensus, collaboration, co-operation and commitment. Please note that the priorities set out below, are due to be reworded, aligning the narrative more closely to the Population Wellbeing Strategy narrative. Meetings are planned to refresh the matrix, which will be updated and circulated to members once agreed. The principle of the priorities will remain the same as set out in this schedule and detailed below.

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## Luton At Place Board Strategic Aims, Objectives and Priorities

### Strategic Aims:

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Improve the Health and Wellbeing of the People of Luton</li> <li>2. Strengthen the social determinants of health and promote healthy lifestyles.</li> <li>3. Ensure Services are safe, equitable and of a high standard with less variations.</li> </ol> | <ol style="list-style-type: none"> <li>4. Enable people and communities to be active partners in their care and wellbeing.</li> <li>5. Achieve a sustainable system.</li> <li>6. Increasing the length of healthy life so that local people have both longer lives and more years spent free of ill health.</li> </ol> |
|--|--|

Priority 1	Priority 2	Priority 3	Priority 4
Prioritising early intervention and prevention to ensure we are working in an upstream partnership system	Provide a streamlined, integrated same day and urgent same day care services for the population	Working with and empowering people and communities to build resilience and a sense of control to manage their own health and wellbeing	Personalised care and support for people with complex needs and co-morbidities
SRO:	SRO:	SRO:	SRO: Nicky Poulain, ICB, Chief Primary Care Officer
Sally Cartwright, LBC Director Public Health	Nicky Poulain, ICB Chief Primary Care Officer	Mark Fowler LBC Corporate Director, Population Wellbeing	Nicky Poulain, ICB Chief Primary Care Officer

Priority 1	Priority 2	Priority 3	Priority 4
Objectives	Objectives	Objectives	Objectives
<b>1. Cancer Prevention &amp; Early Detection</b> <ul style="list-style-type: none"> <li>Prevention and early detection</li> <li>Addressing inequalities and survival rates</li> </ul>	<b>1. Develop a streamlined, integrated same day and urgent primary care service for the residents of Luton, i.e. GP's, (online and face to face) and 111</b>	<b>1. Supporting neighbourhood resilience through a Luton Integrated Neighbourhood Collaborative, aligned to the Fuller recommendations - Working in partnership with system colleagues including PCNs and VCSE organisations to establish a holistic and preventative health and care approach for the agreed 5 neighbourhoods</b>	<b>1. Long Term Conditions</b> <ul style="list-style-type: none"> <li>Early intervention and proactive care to prevent escalation of diagnosable conditions e.g. diabetes, CVD and respiratory diseases.</li> <li>Supporting people with long term conditions to take control of their own health and wellbeing (self-management)</li> </ul>
<b>2. Learning disability and Autism –</b> <ul style="list-style-type: none"> <li>Develop a Learning Disability and Autism Strategy for Luton</li> </ul>	<b>2. Ensure the above offers are readily accessible for the population, with an appropriate and strengthened focus on priority cohorts to address inequalities</b>	<b>2. Develop Community Hubs, aligned to the Fuller Report recommendations, Family Hubs and warms spaces.</b>	<b>2. Frailty and Complex Care</b> <ul style="list-style-type: none"> <li>To co-design and deliver a model of care for the population of Luton who are frail and/or have complex needs, ensuring that this aligned to the Luton priorities and strategies</li> </ul>
<b>3. Vaccinations</b> <ul style="list-style-type: none"> <li>Covid-19</li> <li>Flu</li> <li>Other</li> </ul>			<b>3. Personalised Care plans to help people with complexity and LTC to access prompt help to manage exacerbations effectively</b>
<b>4. Mental Health</b> <ul style="list-style-type: none"> <li>Improving access to Mental Health support;</li> <li>Wellbeing services</li> <li>Self-management</li> <li>SMI</li> <li>Addressing inequalities to access</li> <li>Transitions between Children &amp; Adult</li> <li>Crisis Offer</li> <li>SMI Access to health checks &amp; Covid vaccinations</li> </ul>			

#### 4. ACCOUNTABILITY – A PUBLIC COMMITMENT TO THE PEOPLE OF LUTON

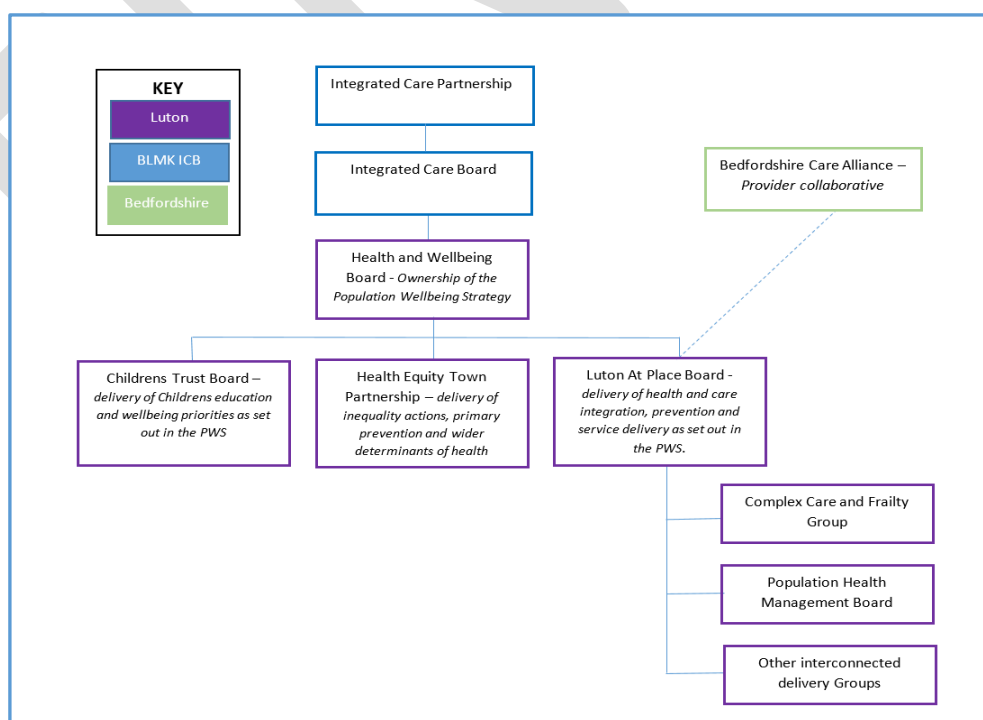
A Memorandum of Understanding (MOU) sets out Members commitment to the Strategic Aims, Objectives and Priorities Plan. The MOU should be read in tandem with the associated Mutual Accountability Framework, which defines Members accountability to each other and the residents of Luton, along with their commitment to the principles of collaboration and cooperation, in order to achieve the aims and objectives set out in the Plan. Appendix Two (2) Appendix Three (3)

#### 5. GOVERNANCE AND ACCOUNTABILITY

The Luton At Place Board reports directly to the Health and Wellbeing Board and provides a summary of progress and performance as required, providing the opportunity to raise key issues and request recommendations for ratification, or decisions by Members. An annual report will be produced, setting out the delivery progress and outcomes against the At Place Board Strategic Aims, Objectives and Priorities Plan.

To ensure full transparency and inter-connectivity across the system, the Board will provide reports to stakeholders, as required in relation to the development of policy changes, strategic priorities and objectives and other decisions that requiring external partners, members or trustee's approval or consideration. Any established Operational Subgroups delivering the priorities of the At Place Board Plan will be supported by the Programme Management Office and will report directly into the Board.

The APB Terms of Reference is attached in Appendix One (1)



## 6. FINANCE

The At Place Board will have oversight on Joint funding agreements when required e.g. S75 and grant agreements e.g. S256.

## 7. APPENDICES

**Appendix One (1)** APB Terms of Reference (Updated December 2023 with a full refresh planned July 2024)



Final Luton At Place  
ToR V0.6 December 2

**Appendix Two (2)** APB Memorandum of Understanding  
(Signatures not displayed for IG)



Luton At Place Board  
Memorandum of Und

**Appendix Three (3)** Mutual Accountability Framework



Mutual  
Accountability Framev

## SCHEDULE 7

### S75 Financial Agreements

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 Partners agree that overspends or underspends shall be managed in accordance with this Schedule 7.

#### 1. Financial Contributions

The indicative Financial Contribution of LBC and BLMK ICB to the Pooled & Aligned Funds for the 2024/25 Financial Year of operation is £65.617m excluding BCF (LBC contributing £17.796m and BLMK ICB contributing £47.821m as set out below):

- 1.1 The total of “Children’s Services” is £3.804m (LBC contributing £2.507m and BLMK ICB contributing £1.297m, this includes fixed, and variable spend)
- 1.2 The total of “Public Health Services” is £1.325m (LBC contributing £1.298m and BLMK ICB contributing £0.026m, this includes all fixed spend)
- 1.3 The total of “Adults with Learning Disabilities” is £13.243m (LBC contribution is £7.3m and BLMK ICB contribution is £5.943m, this includes fixed, and variable spend)
- 1.4 The total of “Others” is £37.643m (LBC contributing £1.884m and BLMK ICB contributing £35.759m, this is fixed spend)
- 1.5 The total of “Collaborative Commissioning” is £6.059m (LBC contributing £3.059m and BLMK ICB contributing £3m which is all variable spend)
- 1.6 Better Care Fund total planned and budgeted spend is £27.648m including iBCF and DFG which are paid directly to LBC separately. LBC spend profile is £17.724m (including iBCF & DFG) while BLMK ICB spend profile is £9.924m.
- 1.7 The total Hospital Discharge Fund grant is £3.545m with LBC receiving £1.748m while BLMK ICB receiving £1.796m from the Government.
- 1.8 Total Section 75 budget for 2024/25 is **£93.266m** as detailed in Appendix 1.

Financial Contributions will be paid as set out in each Schedule. BLMK ICB and LBC shall pay their financial contributions to the Host Partner quarterly. The first, second, third and fourth quarters invoices shall be raised within 30 days of the start of a quarter. Reconciliation invoices will then be raised 30 days before the end of the financial year using actual activity based on month 11 data, presented at FSG and JSCG in March. Any final adjustment invoices will then be issued after month 12 data has been submitted, in April. Each quarterly payment shall be paid on receipt of an invoice for that payment, in line with the partner’s payment terms, subject to resolution of any queries raised.

New financial year's budgets are agreed by the JSCG before the beginning of the new financial year wherever it is possible due to the different budget setting periods of both organisations.

The host partner's pooled fund manager shall recommend changes to financial contributions for each service based on the latest financial information, insights on historical costs and joint understanding of any year-on-year increase in demand. LBC shall share information on transition clients. This shall help to inform each partners own organisational budget setting process.

There shall be quarterly open and transparent reporting. Any variations in BCF, iBCF and Hospital Discharge funds, projected underspends or overspends must be reported to the FSG and then reported to the JSCG.

Where a financial allocation is received by one or more Partners from an external body (e.g. NHS England or MHCLG) during the financial year, and in accordance with the fund/grant conditions, this allocation will be used to increase the Financial Contributions for the appropriate Services. This shall be agreed by the JSCG in accordance with the fund/grant conditions.

## **2. Risk Share**

2.1 Following the June 2017 Concordat, Luton committed resources to build a S75 Pooled Budget agreement for the future years.

As detailed in Appendix 1, each spend line has a share profile attached to it which is either Fixed or Variable.

2.2 Where it is indicated as a fixed share, any overspend or underspend by the host partner will not alter the contributions required by the non-host partner.

2.3 Where it is indicated as a variable share, any overspend or underspend by the host partner will alter the contributions required by the non-host partner. Luton will adopt the S75 flexibility of a pooled budget with a 50/50 risk share to the joint funding of clients for:

- People with learning disabilities
- People with an active mental health condition subject to S117
- People with an active mental health condition subject to non-S117
- Older People with an active mental health condition

2.4 A 50:50 split for people with physical disabilities is under discussion and consideration. A deed of variation will be actioned if this is agreed.

2.5 There is no risk share on BCF non-electives as it is no longer a requirement within BCF planning requirements since 2019/20.

### **3. Pooled Fund Management**

The Pooled Funds are managed by respective commissioning teams, in co-located offices. For example, LBC is the Host Partner to Children & Young People and Learning Difficulties & Autism Pooled Funds. BLMK ICB is the Host Partner to Mental Health & Wellbeing Pooled Fund.

Any variances and the subsequent treatment against the pooled funds will be subject to a type of contribution either being fixed, or variable as explained above.

BLMK ICB lead commissions contract with ELFT and Total Wellbeing/IAPT Services. Planning guidance is usually issued in December and contracts are signed by the end of March each year. LBC finance, the non-host partner, sets its budget five months earlier in November, and once set any deviation becomes an organisational problem. Given these two-timing conflicts, BLMK ICB finance has agreed to provide, in written form, any early guidance issued by NHSE to support any budget uplifts required in the LBC budgets for the subsequent financial year.

### **4. S75 Overspend Position**

All spend within S75 is subject to a fixed or variable share or contribution. While fixed share lines in general will never be overspent, variable spend can be overspent depending on the volume or activity level.

- 4.1 It is therefore imperative that both partners set their budgets at the start of the financial year as accurately as possible. Any variations from the originally set budgets will be discussed in FSG and then presented in JSCG accordingly.
- 4.2 The Partners agree to co-operate fully to establish an agreed position in relation to any overspends.
- 4.3 Any overspends within the Better Care Fund will be mitigated by the jointly agreed solutions which may include use of any un-allocated BC amounts.

### **5. S75 Underspend Position**

As explained above that all spend within S75 is subject to either a fixed or variable share contribution. While fixed contributions in general will never show an underspend, variable lines can show underspends against the set budgets depending on the volume or activity level.

- 5.1 Any underspends will be returned to the relevant partners, apportioned in line with pool contributions.
- 5.2 Any underspends in better Care Fund including any un-allocated amounts or contingencies will be discussed in FSG with the recommendations on use of these made to the JSCG.

### **6. Financial Management Systems**

- 6.1 The Host Partner will be responsible for the financial management of the budgets, as set out in this schedule.

- 6.2 The Host Partner will ensure that full and proper records for accounting purposes are kept in respect of the budgets, for which the Host Partner is responsible and that accounts are kept, and cash flows are managed in accordance with proper practices and comply with the terms of all codes of practice or guidance or directions which apply to the Partners.
- 6.3 The Host Partner will provide regular summarised financial reports to partners in accordance with the agreed governance and performance arrangements for all services as set out in other schedules and statutory year-end memorandum accounts in line with both partners required financial timetables.
- 6.4 If it is deemed necessary, any of the Partners may convene a meeting to discuss any professional issues arising out of financial management of budget.

## **7. Timely Invoice Dispute Resolution**

- 7.1 Clause 22 of the main S75 schedule defines the dispute resolution of last resort. To minimise disputes, the Partners shall follow a *timely* process of escalation.
- 7.2 FSG shall maintain a register of all the invoice disputes per Partner. FSG shall review the register at every meeting and endeavour to resolve any disputes within two meeting cycles after entry.
- 7.3 If the invoice dispute is not resolved in FSG, within the two meeting cycles, the invoice dispute shall be added to the unresolved invoice dispute register and escalated to BLMK ICB CFO and Council's S151 officer, for their attention and decision.
- 7.4 BLMK ICB CFO and Council's S151 Officer shall give priority attention to resolving the dispute within the financial year.

## **8. Timely settlement of invoices and backing data**

Both partners are under financial pressures. Timely settlements of invoices within this S75 agreement are a critical part of the day-to-day financial operation to minimise disputes and help manage financial risk/opportunities.

BLMK ICB manages its cash flow monthly. Timely generation of invoices is required for collaborative working.

- 8.1 It is agreed that S75 invoices will be presented within one month of the start of quarter 1, 2, 3 & 4, with reconciliation invoices issued in March for quarter 4 based on February forecast outturn. Any adjustment invoices required will then be issued in April, based on final outturn data.
- 8.2 Purchase Orders shall be raised, where applicable, and approved prior to invoicing and preferably at the commencement of a service. The council operates a 'No Purchase Order, No Pay' policy.

For payable invoices, the backing data to be supplied by either Partner shall contain the following.

- For a recharge invoice / joint funded placements / client based:

1) addressed to the correct approval person

- 2) a clear description of spend, preferably with reference to this schedule 7, paragraph 3.
- 3) authorisation from relevant Service manager,
- 4) breakdown of spend per client
- 5) client info subject to confidentiality
- 6) contact name of originator in the event of query

- For S75 quarterly invoicing

- 1) S75 finance budget/forecast report

8.3 Each partner shall present to the other partner, at the monthly FSG, queries of any outstanding invoices. Responses to queries shall be within 5 workdays.

8.5 The partners are committed to improving the sharing of information for the purposes of timely financial settlement and avoidance of disputes. The lead commissioning partner shall maintain data on spend per client as part of day-to-day operation. Both partners shall be prepared to supply client spend data upon request within a short period of time, typically 5 workdays for reasonable requests, and 10 workdays for more complex requests. If a complex request is likely to be more than 10 workdays, then the reasons must be given to the requesting Partner in order to understand the barriers and formulate possible solution. Simple request is where the information is within finance department, complex request is where the information is outside of finance department in services or commissioning.

8.6 Failure to supply the correct backing data will lead to delays. Acknowledgement of receipt of the information needs to be made by the receiving party.

## 9. Open and Transparent S75 Reporting

9.1 S75 reporting shall promote openness, transparency, timeliness, and accuracy with any variations from original budgets clearly agreed and presented.

9.2 S75 budget reporting shall be on a quarterly basis to FSG and JSCG.

## 10. APPENDICES

### Appendix 1. S75 Summary 2024-2025



S75 Financial  
Summary 2024-25 Fi

## Appendix 2. BCF Budget 2024-2025



BCF 2024-25 Final  
Agreed JSCG.xlsx

FINAL

## SCHEDULE 8

### UKGDPR Schedule

#### UKGDPR AND Data Processing Agreement Requirements of Processing, Personal Data and Data

1. The Partners shall complete this Schedule as agreed between the Partners
2. Any such further requirements shall be incorporated into this Schedule

Description	Details
Subject matter of the Processing	<p>The Section 75 Agreement 2024-2025 between the Luton Borough Council (LBC) and the Bedfordshire, Luton and Milton Keynes Integrated Care Board (BLMK ICB).</p> <p>To establish a framework through which the Partners can secure the provision of health and social care services.</p>
Duration of the Processing	Throughout the life of the Section 75 Agreement 2024-2025
Nature and purposes of the processing	<p>Schedule 8 outlines the data sharing agreement between the 2024-2025 Section 75 Agreement LBC and the BLMK ICB</p> <p>The S75 Agreement and the associated schedules enable the prescribed health related functions of one Partner to be delegated to the other for the purpose that the arrangements are likely to lead to an improvement in the way in which those functions are exercised. The basis of such agreements centre upon the pooling of budgets, agreed joint ways of working and the promotion and strengthening of partnership working with the aim of more effective, efficient use of resources including the appropriate and relevant data sharing associated with the S75 Agreement, in order to meet the health and social care needs of the citizens of Luton.</p> <p>In addition to the UKGDPR Schedule, BLMK ICB holds a Data Sharing Agreement. This data sharing agreement should be used in conjunction with this schedule.</p> <p>A review of the Data Sharing Agreement will take place in February 2024.</p>
Type of Personal Data	<p><b>Examples of but not limited to:</b></p> <p><b>Personal Data:</b> Name, address, email address, telephone number, date of birth, gender, household make up including contact information for next of kin and others providing significant support, financial information including bank account details and benefit entitlement, school details, pupil ID numbers, national Insurance number; details of family relationships, lone parent status, family</p>

	breakdown and relationships, history of domestic abuse, immigration status, language spoken, employment status, benefit entitlement, details of siblings, child receiving support for SEND , criminal reports and antecedents, information if child is looked after or has special guardianship, adoption information
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Description	Details
Type of Personal Data Cont'd	<b>Special category data:</b> Ethnicity, religion, NHS Number, Information contained within the patient record including dentist and GP contact details, health information including mental health, mental capacity assessment, disability status and medical conditions, history of substance misuse & addiction, Treatment details, discharge summaries, care plans, medication reviews, medical reports, results of medical investigations such as x rays.
Categories of Data Subject	Adults and Children under the care of either party
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Information will be retained and destroyed in line with the NHS Records Management Code of Practice 2021