

**Appendix 1**

**THE LONDON BOROUGH OF HILLINGDON AND  
CENTRAL AND NORTH WEST LONDON NHS  
FOUNDATION TRUST**

---

**PARTNERSHIP AGREEMENT  
ADULT MENTAL HEALTH SERVICES**

---

**1<sup>st</sup> April 2018 – 31<sup>st</sup> March 2023**

# Contents

<b>ITEM</b>	<b>PAGE</b>
<b>THE PARTIES</b>	<b>4</b>
<b>BACKGROUND</b>	<b>4</b>
1. <b>DEFINED TERMS AND INTERPRETATION</b>	<b>5</b>
2. <b>COMMENCEMENT AND DURATION</b>	<b>11</b>
3. <b>COMMUNICATION</b>	<b>11</b>
4. <b>AIMS AND OBJECTIVES</b>	<b>11</b>
5. <b>FUNCTIONS</b>	<b>12</b>
6. <b>SERVICE OPERATIONAL ARRANGEMENTS</b>	<b>13</b>
7. <b>FINANCIAL ARRANGEMENTS</b>	<b>14</b>
8. <b>RISK SHARE, OVERSPENDS AND UNDERSPENDS</b>	<b>15</b>
9. <b>INDEMNITY AND INSURANCE</b>	<b>16</b>
10. <b>REVIEW</b>	<b>18</b>
11. <b>BEST VALUE AND CLINICAL GOVERNANCE</b>	<b>18</b>
12. <b>INFORMATION SHARING, CONFIDENTIALITY AND DATA PROTECTION</b>	<b>19</b>
13. <b>FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS</b>	<b>21</b>
14. <b>OMBUDSMEN INVESTIGATIONS AND THOSE OF REGULATORY BODIES</b>	<b>21</b>
15. <b>COMPLAINTS</b>	<b>21</b>
16. <b>PROTECTING ADULTS AT RISK</b>	<b>22</b>
17. <b>DISPUTE RESOLUTION</b>	<b>23</b>
18. <b>EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY</b>	<b>26</b>
19. <b>ASSIGNMENTS AND SUB-AGREEMENTS</b>	<b>26</b>
20. <b>INTELLECTUAL PROPERTY</b>	<b>27</b>
21. <b>EVIDENCE IN LEGAL PROCEEDINGS</b>	<b>27</b>
22. <b>ENTIRE AGREEMENT</b>	<b>28</b>
23. <b>FORCE MAJEURE</b>	<b>28</b>
24. <b>OBSERVANCE OF STATUTORY REQUIREMENTS</b>	<b>28</b>
25. <b>CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, 1999.</b>	<b>29</b>
26. <b>PREVENTION OF CORRUPTION/QUALITY CONTROL</b>	<b>29</b>
27. <b>VARIATION</b>	<b>29</b>
28. <b>WAIVERS</b>	<b>29</b>

<b>29.</b>	<b>TERMINATION</b>	<b>29</b>
<b>30.</b>	<b>EFFECT OF TERMINATION</b>	<b>30</b>
<b>31.</b>	<b>NOTICES</b>	<b>31</b>
<b>32.</b>	<b>SEVERANCE</b>	<b>31</b>
<b>33.</b>	<b>FURTHER ASSURANCE</b>	<b>32</b>
<b>34.</b>	<b>GOVERNING LAW</b>	<b>32</b>
<b>SCHEDULES</b>		
<b>1</b>	<b>AIMS AND OBJECTIVES</b>	<b>34</b>
	• ANNEX A - SECTION 75 PERFORMANCE MEASURES	39
<b>2</b>	<b>FUNCTIONS</b>	<b>40</b>
<b>3</b>	<b>SERVICE OPERATION</b>	<b>41</b>
<b>4</b>	<b>PERSONNEL AND MANAGEMENT</b>	<b>46</b>
	• ANNEX A - SERVICE STRUCTURE SUMMARY	54
<b>5</b>	<b>RESOURCES</b>	<b>55</b>
<b>6</b>	<b>GOVERNANCE STRUCTURE</b>	<b>58</b>
	• ANNEX A - GOVERNANCE STRUCTURE SUMMARY	63
	• ANNEX B - GOVERNANCE INFORMATION REPORTING REQUIREMENTS	64

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

## **PARTIES**

- (1) **Hillingdon London Borough Council** of Civic Centre, High Street, Uxbridge UB8 1UW (the "**Council**")
- (2) **Central and North West London NHS Foundation Trust** of Stephenson House, 75 Hampstead Road, London NW1 2PL (the "**Trust**").

## **BACKGROUND**

- A. The Council is a Local Authority established under the London Government Act 1963 (as amended) and by virtue of Part 1 of the Care Act 2014 the Council is responsible for ensuring access to, commissioning and/or providing social care services on behalf of the population of the London borough of Hillingdon.
- B. The Trust is an NHS Foundation Trust established under Section 35 of the National Health Service Act 2006 ("2006 Act").
- C. Section 75 of the National Health Service Act 2006 and the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000, S.I. 617 ("Regulations") provide powers for local authorities and NHS bodies to set up joint working arrangements.
- D. The Partners enter into this Agreement in exercise of the powers in Section 75 of the 2006 Act and the Regulations in order to establish a framework for the delegation of management responsibility and integrated provision of the Services to be provided to eligible people within the Council's administrative area in accordance with the terms of this Agreement. The Trust will act as the host Partner in accordance with the Regulations.
- E. The objective of this Agreement is to improve the services for people with mental health and dual diagnosis needs through close working between the NHS and Local Government and which is pursuant to the obligations for the Partners to co-operate with each other in providing such services in accordance with the Regulations. The aims and outcomes of the Partners are set out in clause 3 and schedule 1.
- F. This Agreement follows consultation jointly by the Partners with such persons as appear to the Partners to be affected by these arrangements and these arrangements contribute to the fulfilment of the objectives set out in the Health Improvement Plan as required under the Regulations.
- G. The Partners are satisfied that the arrangements contemplated by this Agreement are likely to lead to an improvement in the way that their funds and services for residents with mental health and dual diagnosis needs are managed.
- H. The Council and the Trust have approved the terms and conditions of this Agreement.
- I. The Partners are entering into this Agreement in exercise of powers referred to in

Section 75 of the 2006 Act.

## 1 DEFINED TERMS AND INTERPRETATION

- 1.1 In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:-

<b>"2000 Act"</b>	means the Freedom of Information Act, 2000;
<b>"2004 Regulations"</b>	means the Environmental Information Regulations 2004.
<b>"2006 Act"</b>	means the National Health Service Act, 2006;
<b>"2018 Act"</b>	means the Data Protection Act, 2018;
<b>"Agreement"</b>	means this Agreement, Schedules and Annexes and any variation of it from time to time agreed by the Partners;
<b>"Aims and objectives"</b>	means as described in <b>Schedule 1</b> of this Agreement;
<b>"AMHP"</b>	means an Approved Mental Health Professional, a person who is warranted, or authorised, to make certain legal decisions and applications under the Mental Health Act 1983;
<b>"Annual Review"</b>	means a review undertaken by the Partners to demonstrate the extent to which the Aims and Objectives have been delivered for each year of the Agreement;
<b>"Annual Summary"</b>	means the list of policies of the Council, insofar as it has a statutory function to make such policy, that have an impact upon delivery of the Service;
<b>"Authorised Officers"</b>	means the person notified by each of the Partners to the other from time to time as authorised to act on behalf of that Partner (which person shall until further notice be for the Council its Assistant Director, Adult Social Care (Learning Disabilities and Mental Health) and for the Trust its Divisional Director, Goodall Division);
<b>"Best Value duty"</b>	means the duty placed on local authorities under section 3 of the Local Government Act, 1999, to secure continuous improvement in the way in which their functions are exercised having regard to a combination of economy, efficiency and

	effectiveness;
<b>"Borough Director"</b>	means the Trust's employee, jointly appointed and jointly accountable to the Trust's Divisional Director, Goodall Division and the Council's Assistant Director, Adult Social Care (Learning Disabilities and Mental Health);
<b>"Carer"</b>	means an adult providing care for another adult for free (s10 (3) Care Act, 2014). This person may be the partner, relative or friend of the Service User. Alternatively, a young carer is someone under 18 who helps look after another person but not by virtue of a contract or scheduled voluntary work.(s17ZA/17ZB, Children Act, 1989);
<b>"CMHT"</b>	means Community Mental Health Team;
<b>"Commencement Date"</b>	means 1 <sup>st</sup> April 2018;
<b>"Council"</b>	means London Borough of Hillingdon (and any successor to its statutory function);
<b>"Council's Health Related Care Functions"</b>	means those services that the Council is required to provide to Service Users in accordance with its statutory obligation and as set out in Schedule 2 where relevant to this Agreement;
<b>" Council's Staff"</b>	means the Council's employees who shall remain employed by the Council and who shall provide the Council's Health Related Care Functions on behalf of the Council but who shall be managed on behalf of the Council by the Trust, pursuant to the terms of this Agreement;
<b>"Equalities Legislation"</b>	means all Law which makes unlawful discrimination on grounds of sex, marital or civil partnership status, sexual orientation, gender reassignment, colour, race, ethnic, or national origin disability, age, religion or belief, part-time or temporary status in employment or otherwise including, without limitation, the Equality Act 2010 and any other such provisions according to Law;
<b>"FACE assessment"</b>	means a tool for undertaking assessments in compliance with requirements under the 2014 Act;
<b>"Financial Year"</b>	means the financial year from 1 <sup>st</sup> April in any year to

	31 <sup>st</sup> March in the following calendar year;
<b>"HCCG"</b>	means Hillingdon Clinical Commissioning Group established under Chapter A2 of Part 2 of the National Health Service Act 2006 as amended by section 25(1) of the Health and Social Care Act 2012 and is responsible for commissioning services to meet the health needs of persons who are patients of the providers of primary medical services in the London borough of Hillingdon;
<b>"Health Improvement Plan"</b>	means the local NHS Health Improvement and Modernisation Plan which applies locally to the Trust prepared pursuant to the 2006 Act or any other plan known to incorporate the Health Improvement Objectives including the Local Delivery Plan and shall include here any contract objectives agreed with the Hillingdon CCG as the local NHS commissioner of care arrangements;
<b>"Honorary Contract"</b>	means for the purposes of the Agreement an employee of the Trust undertaking work of a short duration by the Council who is not substantively employed by the Council;
<b>"HWB"</b>	Means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act, 2012;
<b>"Individual Service Budget"</b>	means the financial budget attributed to each particular service or team identified in clause 6.1;
<b>"Individual Service Budget Holder"</b>	means the service manager who has the responsibility for the relevant individual service budget;
<b>"Law"</b>	means any applicable law (including but not limited to decisions of the European Court of Justice) provision of the EC Treaty, legislation of the European Union, statute, bye-law, regulation, order, regulatory policy, guidance or code of practice (to the extent that such policy, guidance or code is legally binding) rule of court or directions or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body
<b>"National Eligibility Criteria"</b>	means the minimum criteria contained within the Care and Support (Eligibility Criteria) Regulations, 2015, for determining access to assistance from local authorities with meeting an individual's social care needs;

<b>"NICE"</b>	means the National Institute for Health and Care Excellence, a body established under the 2012 Health and Social Care Act with responsibility for developing guidance and quality standards in health and social care;
<b>"PB"</b>	means the Hillingdon Operational Partnership Board which shall be the ' <i>joint committee</i> ' established in accordance with paragraph 10 (2) of the Regulations and will be responsible for the review of performance and oversight of this Agreement as set out in the governance arrangements in <b>Schedule 6</b> ;
<b>"Partners"</b>	means the parties to this Agreement and the term "Partner" shall mean either one of them; the term "Partnership" shall be construed accordingly;
<b>"Partnership Staff"</b>	means employees of the Council and employees of the Trust who are directly responsible for assessing and or providing care to Service Users under the agreement within the integrated services;
<b>"Regulations"</b>	means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000, S.I. 617 as amended by the Care Act 2014 (Consequential Amendments) (Secondary Legislation) Order, 2015 and other amendments as may be made from time to time;
<b>"Regulated activities"</b>	means activities listed in Schedule 1 of the Health and Social Care Act, 2008 (Regulated Activities) Regulations, 2014;
<b>"Regulatory Body"</b>	means a government department and regulatory, statutory and other entities committees and bodies which whether under statute, rules and regulations, codes of practice or otherwise are entitled to regulate or investigate the matters dealt with in this agreement or any other affairs of either of the Partners.
<b>"Section 117 (s117)"</b>	means free mental health after care that is available to people compulsorily detained in hospital under section 3 of the Mental Health Act 1983; those sentenced by a criminal court to detention in a psychiatric hospital; and/or people transferred to psychiatric hospital from prison;
<b>"Service"</b>	means the services as set out in clause 5.1 as further described in <b>Schedule 1, Schedules 3 and 4</b> ;

<b>“Service User”</b>	means any eligible person receiving or entitled to receive the benefit of the Service;
<b>“Service Manager”</b>	means the individual who is appointed as the manager of an individual service in clause 5.1;
<b>“Shifting Settings of Care”</b>	means is a programme which helps people with ongoing but stable mental illness to be supported by their GP and a mental health worker in the community rather than by specialist mental health services;
<b>“Single Assessment Process”</b>	means the single assessment by the Council and the Trust jointly of prospective Service Users in accordance with national requirements for the Care Programme Approach and guidance or directions issued by the Department of Health and/or Care Quality Commission relevant to the provision of the Service, Care Act 2014 or any part thereof as may be issued to the Council or the Trust in the future;
<b>“Staff”</b>	means collectively the Partnership Staff and the Council Staff;
<b>“Term”</b>	means the period from the Commencement Date expiring on 31 <sup>st</sup> March 2023 subject to earlier termination or extension in accordance with the terms of this Agreement;
<b>“ Partnership Agreement Manager” ( PAM)</b>	means the Trust’s Borough Director who shall be jointly designated and jointly accountable to the Trust’s Divisional Director, Jameson Division and the Council’s Assistant Director, Adult Social Care (Learning Disabilities and Mental Health) or such other officer of the Trust, which meets the council’s approval;
<b>“Trust”</b>	means the Central and North West London NHS Foundation Trust (and any successor to its statutory function);
<b>“Trust Budget”</b>	means the funding that the Trust has identified for each of the service in clause 5.1 to meet the NHS Health Care Functions;
<b>“ Council Budget”</b>	means the funding that the council has identified for each of the service in clause 5.1 to meet the Council’s Health Related Care Functions set out in <b>Schedule 2</b> ;
<b>“Trust’s NHS Care Related Functions”</b>	means those services that the Trust is required to provide to Service Users in accordance with its

statutory obligations and as set out in **Schedule 2** where relevant to this Agreement;

**"TUPE"** means the Transfer of Undertakings (Protection of Employment Regulations) 2006.

- 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. COMMENCEMENT AND DURATION**

2.1 The term of this Agreement will be for a term of five years with effect from 1<sup>st</sup> April 2018, unless terminated sooner by not less than six months' written notice by either Party or in accordance with Clause 29 of this Agreement.

## **3. COMMUNICATIONS**

3.1 Both Partners will ensure that their Partner is kept up to date with information that is relevant to the operation of this Agreement. To achieve this, the Community Service Manager within Adult Mental Health Services will normally attend the Council's Operational Managers' Senior Management Team meeting in accordance with the frequency of meetings. The Council's Mental Health Service Manager will normally attend the Trust's Borough Management meetings in relation to Adult Mental Health Services provided by the Trust within the borough.

## **4. AIMS AND OBJECTIVES**

4.1 The Partners have agreed to enter into partnership arrangements as described in this Agreement for the purpose of the management of the provision by the Partners of mental health services and dual diagnosis services to meet the aims and objectives of the Partners as set out in **Schedule 1**.

4.2 In summary, the aims of the Partnership are:

- 4.2.1 To ensure the effective and efficient management of mental health services in the London Borough of Hillingdon.
- 4.2.2 Through sharing resources and working in collaboration, to improve service, performance, quality and outcomes for Service Users;
- 4.2.3 To ensure that services are user focused, and responsive to identified needs;
- 4.2.4 To deliver seamless services through effective multi-agency and multi-disciplinary communication and processes;
- 4.2.5 To ensure Value for Money and efficient use of resources, maximising income where at all possible and avoiding duplication;
- 4.2.6 To promote the involvement of the independent and voluntary sectors users and carers in the planning and provision of mental health services;
- 4.2.7 To respond to gaps in service delivery through improved service design, and inform commissioning intentions;
- 4.2.8 To increase the range of skills, professional and organisational, available to

the provision of mental health services and provide a diverse range of learning and development opportunities for staff.

- 4.3 In summary, the outcomes for the people of Hillingdon will be:
- 4.3.1 One point of entry to health and social care services that provides fair access to everyone;
  - 4.3.2 An ability to move between different services easily and speedily access the resources required to meet individual needs;
  - 4.3.3 An effective and consistent approach to assessment, co-ordination and review of services;
  - 4.3.4 Safe, sound and supportive modern mental health services;
  - 4.3.5 A flexible range of health and social care services that can be organised in a flexible way to meet the changing needs of the people of Hillingdon;
  - 4.3.6 Involvement of Service Users, Carers and other relevant stakeholders in the planning, commissioning, monitoring, and evaluation of services.
- 4.4 The Partners shall agree an annual Schedule of Strategic Priorities to be achieved by the Partners for the following Financial Year. The process for agreeing the Schedule of Strategic Priorities shall be as described in **Schedule 6** of this Agreement.
- 4.5 At the earliest opportunity after the 1st January of each year of this Agreement the Council shall submit to the Partnership Board its proposed annual Schedule of Strategic Priorities by no later than 31 January in each year of this Agreement. The Schedule of Strategic Priorities shall contain such information as the Partnership Board shall require in order to consider and agree the strategic priorities for the following Financial Year.
- 4.6 The Partnership Board shall give due consideration to the draft Schedule of Strategic Priorities and will alert the Council at the earliest opportunity if the same are not acceptable and/or whether any changes are required to comply with the Partnership Board's objectives. The Council shall promptly deal with the Partnership Board's comments (if any) and where relevant, amend and re- submit a revised draft Schedule of Strategic Priorities.
- 4.7 The Partnership Board shall meet as regularly as required to discuss and agree the Schedule of Strategic Priorities, with a view to signing off the same for the relevant Financial Year no later than 15 March in the immediately preceding Financial Year.

## 5. FUNCTIONS

- 5.1 The Trust's NHS Health Care Functions and the Council's Health Related Care Functions are to be carried out by the Trust insofar as is necessary to meet the aims and objectives in **Schedule 1** (Aims and Objectives) and the terms of this Agreement as per the definition set out in **Schedule 2** (Functions).

- 5.2 The delegation of functions detailed in **Schedule 2** is summarised below:
- 5.2.1 *Day to day management of staff* - The Council delegates to the Trust;
  - 5.2.2 *Assessment, re-assessment and review of social care needs* under the 2014 Act - The Council delegates to the Trust;
  - 5.2.3 *Care co-ordination under the Care Programme Approach (CPA)* - Trust delegates to Council;
  - 5.2.4 *Assessment and reassessment of health needs* - The Trust delegates to the Council.
  - 5.2.5 *Role of Safeguarding Enquiry Officer* - The Council delegates to the Trust.

- 5.3 Nothing in this Agreement shall affect the liability of the Partners to any third party for the exercise of the Council's Social Care Functions; or any powers or duty to recover charges for the provision of any of the Services in the exercise of any of the Council's Social Care Functions.

## **6. SERVICE OPERATIONAL ARRANGEMENTS**

- 6.1 The Trust shall be responsible for the management of the delivery of the Services under this Agreement. The Services are:
- 6.1.1 CMHT East and CMHT West - Mead House;
  - 6.1.2 CMHT North – Pembroke Centre;
  - 6.1.3 Early Intervention Service;
  - 6.1.4 Community Rehab Team;
  - 6.1.5 Addiction Recovery Community (ARCH) Service; and
  - 6.1.6 Employment Support Service.
- 6.2 The Council shall retain statutory responsibility for managing the AMHP Service, subject to any changes in legislation that may from time to time be made.
- 6.3 Other services that are not substantially different from the services currently set out in this Agreement may be included in the Agreement if they are intended to meet the needs of eligible Service Users and Carers and where those other services meet the agreed joint Aims and Objectives of the Partners as described in **Schedule 1** and the PB so determines, subject to any agreed formal processes required.
- 6.4 The Service shall be provided by the Partners to Service Users and Carers in accordance with the provisions of **Schedule 3** (Service Operation).
- 6.5 The eligibility of Service Users and Carers to receive the Service shall be assessed in accordance with the provisions of **Schedule 3**.

- 6.6 The Trust shall manage and direct the duties of all of the Staff including the Council's Staff mentioned in **Schedule 4** (Personnel and Management) and this function shall be undertaken in accordance with the structures, duties and limitations of authority described in **Schedule 4**. For the avoidance of doubt, nothing in this Agreement shall be construed or have effect as construing any relationship of employer and employee between the Trust and any Council Staff and nothing in this Agreement shall constitute or be construed as constituting or establishing any partnership or joint venture between the parties for any purpose whatsoever.
- 6.7 Both Partners shall ensure that in making any decision with respect to a Service User or Carer, due consideration is given to the Service User's gender, sexual orientation, religious persuasion, racial origin, cultural and linguistic background, in accordance with the Equalities Legislation.
- 6.8 The Trust shall use reasonable endeavours to ensure that when providing the Services in exercise of the Council Functions the Council Staff comply with all Law and the Annual Summary relating to the provision of the Service or any part thereof and in particular, but without limitation, with the Essential Standards of Quality and Safety as defined by Care Quality Commission and in accordance with the Health and Social Care Act, 2008 and the Care Act, 2014.
- 6.9 The Trust and the Council shall ensure that adequate numbers of Staff are allocated to the provision of the Service, and that those Staff members are competent and able to carry out their duties, including but not limited to, having the appropriate and up-to-date qualifications where applicable to that role.
- 6.10 The Trust shall nominate a senior member of staff to act as the Partnership Agreement Manager (PAM), who would ensure the Partners' compliance with this Agreement, manage the liaison and interface with the Trust's Services in this Agreement and oversee the general relational activities between the partners.
- 6.11 The Trust shall ensure that all relevant legislation and statutory guidance are complied with and shall manage the partnership staff and services in accordance with all such legislation and statutory guidance.

## 7. FINANCIAL ARRANGEMENTS

- 7.1 The financial arrangements in respect of the delivery of this Agreement shall be as described in **Schedule 5**, which may be amended from time to time in accordance with Clause 27 (Variation).
- 7.2 For the avoidance of doubt, it is not the intention of the Partners through this Agreement to establish a Pooled Budget, although there is nothing in this Agreement that precludes the Partners from doing so if subsequently agreed in accordance with Clause 27.
- 7.3 The Partners will agree their respective individual budgets by 31st March in each year previous to the financial year to which they relate. The Partners agree to share their respective budgets with the other Partner in accordance with the provisions of **Schedule 7** (Governance).
- 7.4 The Partners recognise the potential impact of changes to their respective budgets on the other Partner. The Partners agree to use reasonable endeavours not to make

unilateral reductions in resources and/or funding for the Services in any one financial year unless it has been agreed by the PB.

- 7.5 Where reasonably possible, neither Partner shall reduce resources or funding without giving the other Partner at least 6 months' notice of their intention to do so.
- 7.6 The staffing resources of the partners described in **Schedules 5** shall be used in pursuit of the Aims and Objectives described in **Schedule 1**.
- 7.7 All other costs associated with the staffing resources in **Schedule 5** shall remain with the appropriate Partner in accordance with **Schedule 5**.
- 7.8 The Council shall make available to the Trust, the Council's Staff to work in the provision of the Service.
- 7.9 The Partners shall make available their premises described in **Schedule 5** for use in pursuit of the Aims and Objectives described in **Schedule 1**.
- 7.10 Each Partner shall pay its own costs and expenses incurred from time to time in the negotiation and management of this Agreement, save as expressly otherwise provided in this Agreement.

## **8. RISK SHARE, OVERSPENDS AND UNDERSPENDS**

### **Risk Share**

- 8.1 No risk share arrangements shall apply to this Agreement unless otherwise agreed in accordance with Clause 27 (Variation). For avoidance of doubt, each Partner shall manage their own risks in respect of their respective financial and resource contribution to the Services.

### **Overspends and Underspends**

- 8.2 Liability for any overspends shall sit with the Partner responsible for the budget in which the overspend (or potential overspend) has been identified. For avoidance of doubt, the Council shall not be responsible for an overspend in a Trust budget and the Trust shall not be responsible for an overspend in a Council budget.
- 8.3 The PB shall explore the scope for addressing budget overspends through efficiencies achieved by closer joint working in accordance with **Schedule 7**.
- 8.4 The benefit from any underspend shall sit with the Partner responsible for the budget in which underspend has been identified.
- 8.5 The PB may consider opportunities presented by underspends in budgets under the control of the respective Partner.

## **9 INDEMNITY AND INSURANCE**

- 9.1 The Trust shall ensure that insurance is in accordance with current NHS arrangements for property, employer, professional and clinical negligence liability and third party liability. The Council shall maintain public liability insurance for not less than £10 million for any one incident (the number of incidents to be unlimited) and employer's liability insurance for not less than the statutory minimum.
- 9.2 Each Partner shall provide to the other upon request such evidence as may reasonably be required to confirm that the insurance arrangements are satisfactory and are in force at all times.
- 9.3 Each party (the "Indemnifying Party") shall indemnify the other party, its officers, employees and agents against any damage, cost, liability, loss, claim or proceedings whatsoever arising in respect of:
  - 9.3.1 any damage to property real or personal, including any infringement of third party patents, copyrights and registered designs;
  - 9.3.2 any personal injury including injury resulting in death;
  - 9.3.3 any award or recommendation of compensation payable to a Service User following complaint or investigation by the Health Service Commissioner or Local Government Commissioner for England or any similar entity;
  - 9.3.4 arising following the commencement date of this Agreement out of or in connection with the Arrangements and/or the Services to the extent such damage, cost, liability, loss, claim or proceedings shall be due directly to any negligent act or omission by the Indemnifying Partner, its officers or employees, any fraudulent or dishonest act of any of its officers, employees or contractors or any breach of statutory or common law duty.
- 9.4 Under this Agreement neither Party shall be liable to the other for any indirect loss of profit, loss of use, loss of production, loss of business, loss of business opportunity, loss of business revenue, loss of goodwill or any claim for consequential loss or for indirect loss of any nature.
- 9.5 The indemnity shall not apply to any such claim or proceeding:
  - 9.5.1 unless as soon as reasonably practicable following receipt of notice of such claim or proceeding, the Partner in receipt of that notice shall have notified the other Partner in writing of it and shall, upon the latter's request and at the latter's cost, have permitted the latter to have full care and control of the claim or proceeding, using legal representation approved by the Partner in receipt of that notice, such approval not to be unreasonably withheld or delayed; or
  - 9.5.2 if the Partner in receipt of the notice the claim or proceeding, its employees or agents shall have made any admission in respect of such claim or proceeding or taken any action related to such claim or proceeding prejudicial to the defence of it without the written consent of the other Partner (such consent not to be unreasonably withheld or delayed), provided that this condition shall not be treated as breached by any statement properly made by the former Partner, its employees or agents in connection with the

operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by Law.

- 9.6 Each Partner shall keep the other Partner and its legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the other Partner on the nature of any defence to be advanced and will not settle any such claim or proceeding without the prior written approval of the other Partner (such approval not to be unreasonably withheld).
- 9.7 Without prejudice to the provisions of Clause 9.5 both Partners shall use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of developments in relation to any such claim or proceeding even where they decide not to make a claim under this clause 8.
- 9.8 The Partners shall each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding.
- 9.9 No Council staff will be transferring to the Trust under the terms of this Agreement. The Council therefore warrants that there are no individuals presently employed by the Council (including, for the avoidance of doubt, the Council's Staff) whose contracts of employment will, by virtue of TUPE, would or could be deemed as employees of the Trust after the Commencement Date.
- 9.10 If at any time it is subsequently agreed or determined by the Partners and/or by an employment tribunal or other court of competent jurisdiction that there are persons presently employed by Council (including, for the avoidance of doubt, the Council's Staff) whose contracts of employment do have effect after the Commencement Date as if originally made between those persons and the Trust ("Transferring Staff") then:
  - 9.10.1 the Council shall within seven (7) days of the date on which it was so agreed or determined have the opportunity to offer a position as an employee of the Council to some or all of the Transferring Staff;
  - 9.10.2 the Trust shall procure that no person to whom the Council has offered a position in accordance with Clause 9.10.1 shall be dismissed by reason of redundancy or some other substantial reason until the period for acceptance of the Council's offer has expired and the person in question has not accepted the Council's offer;
  - 9.10.3 subject to Clauses 9.10.1 and 9.10.2, the Trust shall be entitled to dismiss any or all of the Transferring Staff by reason of redundancy or for some other substantial reason provided that the Trust shall carry out in the required manner any obligation to consult with the Transferring Staff or any of them, or their respective representatives, and shall use all reasonable endeavors to mitigate the amount of any costs payable in respect of the Transferring Staff or their dismissal.
- 9.11 The Council shall indemnify the Trust from and against all losses, costs, claims, demands, actions, fines, penalties and expenses (including legal expenses) which the Trust shall take all reasonable steps to mitigate, in connection with or as a result of:

- 9.11.1 the dismissal of any Transferring Staff as referred to in Clause 9.10.3 above and compliance with the requirements of Clause 9.11.2 by the Trust;
- 9.11.2 any claim or demand by any of the Council's Staff or any trade union or staff association or employee representative (whether or not recognised by the employer of the Council's Staff) arising out of the employment of the Council's Staff or any of them where this arises from the act, negligence or default of the Council including, without prejudice the generality of the foregoing:
  - 9.11.2.1 in connection with any failure to comply with the requirements of TUPE;
  - 9.11.2.2 in connection with any failure to comply with the requirements of Annexes C and D to Circular ODPM 03/2003; and
  - 9.11.2.3 in connection with any failure to comply with the requirements of The Best Value Authorities Staff Transfer (Pensions) Direction 2007.

## **10. REVIEW**

- 10.1 Save where the Strategic Partnership Board or the Partnership Board agree alternative arrangements (including alternative frequencies), the Partners shall undertake an annual review (referred to as the 'Annual Review') to determine the extent to which the aims and objectives of the Agreement have been delivered. The outcomes of the Annual Review shall be reported to the Strategic Partnership Board in accordance with the provisions of **Schedule 6**.

## **11 BEST VALUE AND CLINICAL GOVERNANCE**

- 11.1 The Council is subject to the duty of "Best Value" in accordance with section 3 of the Local Government Act, 1999. The Trust shall assist the Council in fulfilling this duty where required.
- 11.2 Council may undertake reviews of the mental health and addiction services in pursuance of the Council wide commitment to continuous service improvement and the Trust shall provide such assistance and information and participate in those reviews as reasonably requested by the Council.
- 11.3 The Trust is subject to the requirements of clinical governance and safety and quality control assurance. Therefore the Partners shall ensure that the Service complies with such requirements, including any requirements made from time to time by CQC.
- 11.4 The Trust shall deliver services according to relevant national standards, guidance, and evidence based practice.
- 11.5 The Trust shall provide, reports to Council Cabinet, Policy and Overview Committee, Scrutiny Committee and full Council as required by Council Standing Orders.
- 11.6 If the Partners are unable to reach agreement on any change sought in consequence of a best value, or governance review, the dispute will be subject to the Dispute Resolution procedure set out in Clause 17.

11.7 The Partners will contribute to and comply with internal audit inspections of Council services, and, work collaboratively for external inspections of all or part of mental health services, and for other performance inspections in which mental health services contribute.

## **12. INFORMATION SHARING, CONFIDENTIALITY AND DATA PROTECTION**

12.1 The Partners shall ensure that confidentiality is maintained at all times in all matters relating to the services provided under this Agreement.

12.2 "Personal Data" shall have the meaning ascribed to it in the 2018 Act.

12.3 In this Agreement "confidential information" shall mean any information or data (of whatever nature and however recorded or preserved) of a confidential nature relating to either Partner or its activities or the activities and affairs of its employees, agents, Service Users or relatives, under this Agreement. Save that Confidential Information shall not include information or data that is or becomes:-

12.3.1 generally available to the public otherwise than by reason of breach of the provisions of this Clause;

12.3.2 known to the other Partner and is at its free disposal (having been generated independently by the other Partner or a third party) and not derived directly or indirectly from the Partner's Confidential Information prior to its receipt from the Partner;

12.3.3 subsequently disclosed to the other Partner without obligations of confidence by a third party owing no such obligations to the Partner in respect of that Confidential Information;

12.3.4 required by law to be disclosed;

12.3.5 required by the Local Government Commissioner for England.

12.4 The Partners agree at all times during the continuance of this Agreement to keep confidential all the other Partner's Confidential Information, and only to share Personal Data to the extent permitted by law. For avoidance of doubt, this Clause shall not affect the rights of any workers under Section 43 A-L of the Employment Rights Act 1996.

12.5 The Partners hereby warrant that in respect of the Confidential Information and Personal Data of the other Partner (including any person employed or engaged by them in connection with this Agreement) they shall:

12.5.1 only use the other Partner's Confidential Information for the performance of their obligations under this Agreement;

12.5.2 not disclose any of the other Partner's Confidential Information to any third party without the prior written consent of the other Partner;

12.5.3 take all necessary precautions to ensure that all the other Partner's Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the performance of their obligations under this Agreement by their employees, servants, agents or sub-contractors;

- 12.5.4 only process Personal Data disclosed by the other Partner in accordance with 2018 Act and GDPR.
- 12.6 Nothing in this Clause shall be deemed or construed to prevent either Partner from disclosing any Confidential Information obtained from the other to any employee, consultant, contractor or other person engaged by them in connection herewith, provided that they shall have obtained from the employee, consultant, contractor or other person a signed confidentiality undertaking on substantially the same terms as are contained in this Clause
- 12.7 Upon termination or expiry of this Agreement, howsoever occurring, the Partners shall return or destroy at the direction and request of the other Partner all Confidential Information and all notes and memoranda prepared in relation to the Confidential Information, of the other Partner.
- 12.8 The Partners must ensure that all matters relating to the individual Service User's circumstances are treated as confidential. When information is to be shared with other agencies a Service User consent form will be signed, the form of which shall be agreed between the Partners.
- 12.9 No Partner shall issue any press release or any statement containing information relating to or connected with or arising out of this Agreement or the matters contained in it, including information relating to the business or affairs of any other Partner, without obtaining the previous approval of the other Partner such approval to be in relation to its contents and the manner of its presentation and publication or disclosure (such approval not to be unreasonably withheld or delayed).
- 12.10 The provisions of this Clause 12 shall continue to apply notwithstanding termination of this Agreement.
- 12.11 The Partners will indemnify each other against all claims and proceedings and all proven liability, loss, costs and expenses incurred in connection therewith which result from a breach of the 2018 Act ("DPA") by the other Partner (unless such liability, loss, costs, and expenses arises out of the negligence of the party seeking to enforce the indemnity).
- 12.12 Each Partner shall:
- 12.12.1 where processing Personal Data and/or Sensitive Personal Data (both as defined by the DPA) comply in all respects with the provisions of the DPA with particular regard to the data protection principles at Part 1 of Schedule 1 to the DPA and all appropriate guidance;
- 12.12.2 notify the other Partner immediately of any notice or notification served on or sent to it under the DPA by:
- (a) the Office of the Information Commissioner (as defined by the DPA) (including in particular any enforcement or transfer prohibition notice); or
- (b) by any individual in connection with any Personal Data or Sensitive Personal Data including but not limited to any subject access request;
- 12.12.3 undertake such acts as a Partner may reasonably request of the other Partner as a consequence of such notice or notification; and

- 12.12.4 restrict access to Personal Data and Sensitive Personal Data only to responsible employees who need to have such access to it for the purposes of processing Personal Data (“processing” to have the meaning ascribed to it by the DPA) and who have undertaken training in the use of Personal Data and Sensitive Personal Data to a standard reasonably required by the Partners.
- 12.13 The Partners agree to use all reasonable efforts to assist each other to comply with their obligations under the DPA.
- 12.14 The Partners agree that for these purposes that any of the Staff making a protected disclosure (as defined in Section 1 of the Public Interest Disclosure Act 1998) shall not be subjected to any detriment. The Partners declare that any provision in this Agreement does not preclude the Staff from making a protected disclosure.
- 13. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL PROTECTION REGULATIONS**
- 13.1 The Partners acknowledge that each of them is subject to obligations under the 2000 Act (“FOIA”) and the 2004 Regulations.
- 13.2 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request 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.
- 13.3 Any and all agreements between the Partners as to confidentiality shall be subject to duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of this Clause 13 if it makes disclosures in accordance with the 2000 Act and/or the 2004 Regulations.
- 14. OMBUDSMEN AND INVESTIGATIONS BY REGULATORY BODIES**
- 14.1 The Partners shall co-operate with any investigation undertaken by the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them) or any other regulatory body in connection with this Agreement.
- 15. COMPLAINTS**
- 15.1 Complaints regarding the Service shall in the first instance be directed to the Trust and if not resolved will be managed according to the Trust's standard complaints procedure or the Council's standard complaints procedure as appropriate and this will include the provision of information to all Service Users and their Carers or established representatives on how to complain.
- 15.2 Any dispute or uncertainty about which procedure to follow should be resolved jointly by the Complaints Manager (Trust) and the Complaints Manager (Council).

- 15.3 Where the complaint is being brought against both the Trust and the Council, it will be managed within the shortest timeframe of whichever Partner.
- 15.4 Both parties shall co-operate in the investigation of all complaints and will participate in the complaints resolution process as required.
- 15.5 Both parties shall co-operate in the investigation of enquiries from elected members of the Council.
- 15.6 The Trust shall ensure that all Services provided and arrangements for complaints are in accordance with its policy and that of the Equality and Human Rights Commission and all or any policies and procedures approved by the Trust as available through its web site under the 2000 Act
- 15.7 A log of complaints ("the Complaints Log") shall be maintained to include, but not be limited to, the following information:
  - 15.7.1 the name and address of the Service User;
  - 15.7.2 the name and address of the complainant (if different);
  - 15.7.3 the nature of the complaint;
  - 15.7.4 the response to the complaint and the time taken to respond; and
  - 15.7.5 the level of satisfaction of the complainant.
- 15.8 The Complaints Log shall be accessible to all Partners on request and shall be discussed periodically by the PB.
- 15.9 During the period of the Agreement the Partners shall work together to develop closer integration on a range of issues including complaints management.
- 15.10 Each Partner shall use their reasonable endeavours to inform the other Partner of any circumstance reasonably thought likely to give rise to a complaint or in which a complaint has been made.
- 15.11 The Trust will investigate all Serious Incidents in the spirit of co-operation and openness for Council residents known to the services covered in this agreement. All management reports and investigations for Council residents known to the services covered in this agreement will be shared with the Council.
- 15.12 The Borough Director will provide to the Partnership Board a minimum of quarterly reports on the progress of Serious Incident enquiries and remedial actions.

## **16. PROTECTING ADULTS AT RISK**

- 16.1 Notwithstanding the provisions of Clause 14 if the complaint or issue under investigation falls with the remit of Section 42 of the 2014 Act; and chapter 14 of the Care and Support Statutory Guidance; and the London Multi-Agency Safeguarding Policy and Procedures ADASS 2016 then all processes will be administered in accordance with the law, statutory guidance, as detailed in the policy and procedures.

16.2 All Partners shall fully co-operate with any Safeguarding enquiry as conducted under section 42 of the 2014 Act, and any Safeguarding Adults Review, as conducted under section 44 of the 2014 Act, including supplying without delay any information required under section 45 of the 2014 Act.

## **17. DISPUTE RESOLUTION**

17.1 The Partners will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement.

17.2 In the event of a dispute over the application or interpretation of this Agreement, the dispute may be referred by the Partners in writing as follows:

17.2.1 in the first instance to the Authorised Officers to resolve through ordinary negotiations within thirty (30) days

17.2.2 in the second instance to, in the case of the Trust, the Chief Executive and, in the case of the Council, the Director for Adult Social Care to resolve through ordinary negotiations within thirty (30) days

17.3 If the Dispute is not resolved within thirty (30) days following a referral under clause 17.2.2 shall the Partners attempt in good faith to resolve the dispute through the model mediation procedure of the Centre for Effective Dispute Resolution (CEDR).

17.4 If the Partners are unable to agree on the joint appointment of a mediator within five (5) days, they shall make a joint application to CEDR to nominate the mediator.

17.5 The mediator, after consultation with the Partners where appropriate, will:

17.5.1 attend any meetings with either or both of the Partners preceding the mediation, if requested or if the mediator decides this is appropriate and the Partners agree;

17.5.2 read before the mediation each case summary and all the documents sent to him;

17.5.3 chair, and determine the procedure for the mediation;

17.5.4 assist the Partners in drawing up any written settlement agreement; and

17.5.5 abide by the terms of CEDR's model mediation procedure and CEDR's code of conduct for mediators.

17.6 The mediator (and any member of the mediator's firm or company) will not act for either of the Partners individually in connection with the dispute in any capacity during the Term. The Partners accept that in relation to the dispute neither the mediator nor CEDR is an agent of, or acting in any capacity for, either of the Partners. Furthermore, the Partners and the mediator accept that the mediator (unless an employee of CEDR) is acting as an independent contractor and not as an agent or employee of CEDR.

17.7 CEDR, in conjunction with the mediator, will make the necessary arrangements for the mediation including, as necessary:

- 17.7.1 nominating, and obtaining the agreement of the Partners to, the mediator;
  - 17.7.2 organising a suitable venue and dates;
  - 17.7.3 organising exchange of the case summaries and documents;
  - 17.7.4 meeting with either or both of the Partners (and the mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and
- 15.7.5 general administration in relation to the mediation.
- 17.8 If there is any issue about the conduct of the mediation upon which the Partners cannot agree within a reasonable time, CEDR will, at the request of either Partner, decide the issue for the Partners, having consulted with them.
- 17.9 The Partners agree to notify the mediator of any of the relevant timescales which they wish to observe.
- 17.10 Each Partner will state the names of:
- 17.10.1 the person(s) who will be the lead negotiator(s) for that Partner, who must have full authority to settle the dispute; and
  - 17.10.2 any other person(s) (such as professional advisers, colleagues or sub-contractors) who will also be present at, and/or participating in, the mediation on that Partner's behalf.
- 17.11 Each Partner will send to CEDR at least 2 (two) weeks before the mediation, or such other date as may be agreed between the Partners and CEDR, sufficient copies of:
- 17.11.1 its case summary; and
  - 17.11.2 all the documents to which the case summary refers and any others to which it may want to refer in the mediation.
- 17.12 In addition, each Partner may send to the mediator (through CEDR) and/or bring to the mediation further documentation which it wishes to disclose in confidence to the mediator but not to the other Partner, clearly stating in writing that such documentation is confidential to the mediator and CEDR.
- 17.13 The mediator will be responsible for sending a copy of each Partner's Case Summary and supporting documents (pursuant to clause 17.10) to the other simultaneously.
- 17.14 The Partners should try to agree:
- 17.14.1 the maximum number of pages of each case summary; and
  - 17.14.2 a joint set of supporting documents or the maximum length of each set of supporting documents.
- 17.15 The mediation will take place at the time and place arranged by CEDR.
- 17.16 The mediator will chair, and determine the procedure at, the mediation.
- 17.17 No recording or transcript of the mediation will be made.

- 17.18 If the Partners are unable to reach a settlement in the negotiations at the mediation, and only if both the Partners so request and the mediator agrees, the mediator will produce for the Partners a non-binding recommendation on terms of settlement. This will not attempt to anticipate what a court might order but will set out what the mediator suggest are appropriate settlement terms in all of the circumstances.
- 17.19 Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Partners. The mediator will assist the Partners in recording the outcome of the mediation.
- 17.20 The mediation will terminate when:
- 17.20.1 a Partner withdraws from the mediation;
  - 17.20.2 a written settlement agreement is concluded;
  - 17.20.3 the mediator decides that continuing the mediation is unlikely to result in a settlement; or
  - 17.20.4 the mediator decides he should retire for any of the reasons in CEDR's code of conduct.
- 17.21 Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose:
- 17.21.1 information that the mediation is to take place or has taken place, other than to inform a court dealing with any litigation relating to the dispute of that information; and
  - 17.21.2 all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation including the fact of any settlement and its terms.
- 17.22 All information (whether oral or documentary and on any media) arising out of, or in connection with, the mediation will be without prejudice, privileged and not admissible as evidence or disclosed in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information, which would in any event have been admissible or disclosed in any such proceedings.
- 17.23 Paragraphs 17.21 and 17.22 shall not apply insofar as any such information is necessary to implement and enforce any settlement agreement arising out of the mediation.
- 17.24 None of the Partners will call the mediator or CEDR (or any employee, consultant, officer or representative of CEDR) as a witness, consultant, arbitrator or expert in any litigation or other proceedings whatsoever. The mediator and CEDR will not voluntarily act in any such capacity without the written agreement of both the Partners.
- 17.25 CEDR's fees (which include the mediator's fees) and the other expenses of the mediation will be borne equally by the Partners. Payment of these fees and expenses will be made to CEDR in accordance with its fee schedule and terms and conditions of business.
- 17.26 Each Partner will bear its own costs and expenses of its participation in the mediation.

17.27 Neither the mediator nor CEDR shall be liable to the Partners for any act or omission in connection with the services provided by them in, or in relation to, the mediation, unless the act or omission is shown to have been in bad faith.

## **18. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY**

18.1 Nothing in this Agreement shall create a legal partnership as defined under the Partnership Act, 1890 or joint venture between the partners or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

18.2 Neither Partner nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partner, except where expressly permitted by this Agreement.

18.3 Save as expressly provided otherwise in the Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner shall in any way whatsoever have authority to, or hold itself out as having authority to:

18.3.1 act as an agent of the other;

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

18.3.3 bind the other in any way; or

18.3.4 vary, amend revoke or create any byelaw.

## **19. ASSIGNMENTS AND SUB-AGREEMENT**

19.1 Other than as required by law, neither Partner shall:

19.1.1 assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partner, which shall not be unreasonably withheld or delayed.

19.1.2 create any interest, charge or security over or deal in any other manner with this agreement or part of it without the prior written consent of the other and for the avoidance of doubt, a partner shall be absolutely entitled to withhold such consent

19.1.3 a partner may only sub-contract the performance of this agreement or any part thereof with the prior written consent of the other partner, which consent the other partner shall be absolutely entitled to withhold.

19.1.4 a partner shall cease to sub-contract if the other partner in writing withdraws such consent, save that in such event the partner who has so sub-contracted shall be allowed a reasonable period in which to rearrange its affairs of not less than three months

19.1.5 consent to sub-contract (if given) shall not relieve the sub-contracting partner from any liability or obligation under this agreement.

## **20 INTELLECTUAL PROPERTY**

- 20.1 In this Clause “Intellectual Property” shall mean all copyright, patents trademarks, service marks, database rights, design rights (whether registered or unregistered) and all other similar proprietary rights as may exist anywhere in the world.
- 20.2 The Partners hereby grant each other a royalty free licence with the right to sub-license to use any of the existing Intellectual Property required for the performance of the other's obligations under this Agreement in accordance with the provisions of this Agreement. Such license and any sub-liscence to expire when this Agreement is terminated or expires howsoever occurring. Upon termination of the licence each Partner shall return or destroy and procure the return or destruction by any sub-licensee at the direction and request of the other Partner all the other Partner's Intellectual Property.
- 20.3 Any Intellectual Property that arises solely as a result of this Agreement shall be assigned as follows:
- 20.3.1 If the Intellectual Property relates to a NHS functions the rights shall be vested in the Trust;
  - 20.3.2 If the Intellectual Property relates to a Social Services function the rights shall be vested in the Council;
  - 20.3.3 Where any Intellectual Property cannot be so determined as being created either in the exercise of NHS functions or Social Services function (“Joint Intellectual Property”) then the Joint Intellectual Property shall vest in the Partner in the best position to exploit the Intellectual Property as determined by the PB. The other Partner shall be entitled to be paid royalties at a reasonable rate to be determined by the PB on any commercial exploitation of the Joint Intellectual Property.
- 20.4 Each Partner hereby grants to the other Partner an irrevocable royalty free license of all Intellectual Property arising in the course of this Agreement, with the right to sub license, to use such Intellectual Property for any purposes the other Partner sees fit, save that where a Partner is receiving royalties from the exploitation of Joint Intellectual Property from the other Partner it shall be entitled to sub-license such Joint Intellectual Property on a commercial basis with the prior consent of the other Partner, such consent not to be unreasonably withheld or delayed.

## **21. EVIDENCE IN LEGAL PROCEEDINGS**

- 21.1 Each Partner shall if required to do so by the other provide any relevant information in connection with any legal proceedings, internal disciplinary hearing or other hearing arising in connection with this Agreement, save in connection with any proceedings or potential proceedings between the Partners.
- 21.2 Each Partner shall immediately on becoming aware of any accident, damage or breach of any statutory provision relating to or connected in any way with the Partnership Arrangements under this Agreement, notify the other of the said accident, damage or breach.
- 21.3 Any information or assistance provided by either Partner to the other in accordance with this Clause shall be provided free of charge unless the subject of

the proceedings or hearing arose prior to the commencement date of this Agreement.

## **22. ENTIRE AGREEMENT**

- 22.1 The terms herein contained together with the contents of the Schedules and Annexes constitute the complete agreement and understanding between the Partners and supersede all previous communications representations understandings and agreements with respect to the subject matter hereof, and any representation promise or condition not incorporated herein shall not be binding on either Partner.
- 22.2 Each of the Partners acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

## **23. FORCE MAJEURE**

- 23.1 In this Agreement, "force majeure" shall mean any cause preventing either Partner from performing any or all of its obligations which arises from or are attributable to either acts, events, omissions or accidents beyond the reasonable control of the Partner so prevented including act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or war, civil war, armed conflict or terrorist attack, nuclear, chemical or biological contamination or sonic boom, but nothing else.
- 23.2 If either Partner is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that Partner shall forthwith serve notice in writing on the other Partner specifying the nature and extent of the circumstances giving rise to force majeure, and shall, subject to service of such notice and having taken all reasonable steps to avoid such prevention or delay and have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that Partner, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 23.3 If either Partner is prevented from performance of its obligations, by reason of force majeure, for a continuous period in excess of three months, the other Partner may terminate this Agreement forthwith on service of written notice upon the Partner so prevented, in which case neither Partner shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

## **24. OBSERVANCE OF STATUTORY REQUIREMENTS**

- 24.1 The Partners shall comply and ensure that their employees, agents and sub-contractors shall comply with all the relevant legal provisions, whether in the form of Orders, Regulations, Statutes, Statutory Instruments, codes of practice, Bye laws, Directions or governmental guidance or the like, to be performed in connection with this Partnership Arrangements under this Agreement

## **25. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, 1999**

25.1 The Contracts (Rights of Third Parties) Act, 1999 shall not apply to this Agreement.

## **26. PREVENTION OF CORRUPTION/QUALITY CONTROL**

26.1 The Partners shall have mutual policies and procedures to ensure that relevant controls assurance, probity and professional standards are met.

## **27. VARIATION**

27.1 The Partners anticipate that over the lifetime of this Agreement the provisions may need to change in order to support the delivery of the Aims and Objectives in **Schedule 1**, which may themselves change from time to time to reflect national and local priorities. This Agreement shall not be varied or amended unless such variation or amendment has been agreed in writing and signed by the duly authorised officers of the Partners.

## **28. WAIVERS**

28.1 The failure or delay of either Partner to exercise a right or remedy provided by this Agreement or by law shall not be construed to be a waiver of the right or remedy. A waiver of a breach of any provision of this Agreement or of a default under this Agreement shall not be construed to be a waiver of any other breach or default and shall not affect the terms of this Agreement.

28.2 A waiver of a breach of any terms of this Agreement or a default under this Agreement will not prevent a Partner from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

## **29. TERMINATION**

29.1 This Agreement may be terminated by not less than one month's notice in writing from either Partner to the other, if the other Partner fails to remedy a material breach of a provision of this Agreement (where such breach is capable of remedy) within one calendar month of a written notice being given which requires such breach to be remedied and which states that it is the intention of the notifying Partner to terminate this Agreement forthwith if the breach is not so remedied;

29.2 This Agreement may be terminated forthwith by a notice in writing from either Partner to the other, if:

29.2.1 there is a material breach by the other Partner of a provision of this Agreement which is not capable of remedy;

29.2.2 the other is in breach of any of its statutory duties in relation to this Agreement or any of the functions exercised under it;

29.2.3 the Service is repeatedly failing to meet any standards and performance targets after being served a performance notice and given thirty (30) days to remedy any such failure in such performance notice;

29.2.4 if the other Partner, its employees or agents either offers, gives or agrees to give to anyone any inducement or reward or confers any other benefit in

respect of this or any other Agreement (even if the Partner is unaware of any such action) or otherwise commits an offence under the Bribery Act 2010 or has given or offered any reward or consideration or inducement or benefit the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 (including any subsequent amendments thereto) or any other relevant legislation; or

29.2.5 HCCG terminates its agreement with the Trust to provide the services covered in this Agreement.

29.3 This Agreement may be terminated at any time by not less than 6 months' notice in writing from either Partner to the other.

29.4 The rights contained in this Clause 29 shall be without prejudice to any rights or remedies which may have accrued to the Partners against the other in respect of any breach of the terms of this Agreement.

### **30. EFFECTS OF TERMINATION**

30.1 Upon termination or expiry of this agreement howsoever occurring, the Partners shall co-operate in good faith in order to terminate this Agreement with as little adverse impact on Services Users and staff as reasonably possible.

30.2 The partners shall return to the other any funds held on behalf of the other or the contributions of the partnership costs for the functions it performs under the agreement, with 30 days of the date of this agreement terminates or expires.

30.3 CNWL shall at the request of the Council assign any contracts or parts thereof, which relate to services it performs on behalf of the Council.

30.4 Notwithstanding any notice of termination in accordance with Clause 30:

30.4.1 the Trust and the Council shall continue to be liable to provide the Service in accordance with this Agreement for all Service Users receiving the Service at the date of the end of the notice of termination;

30.4.2 the Partners shall continue to manage their budgets necessary to ensure fulfilment of the obligations in Clause 30.4.1;

30.4.3 the PB shall continue to manage the budgets and integrated service in so far as is necessary to ensure fulfilment of the obligations in Clause 30.4.1. such liabilities to continue subject to Clause 30.2.

30.5 The partners will pay for their own costs associated with the termination of the Agreement which may include redundancy costs of staff.

30.6 The joint provision of on-going care for Service Users under this Agreement in accordance with Clause 30.4 will come to an end with both Partners responsible for any on-going care for Service Users in accordance with their statutory obligations to those Service Users to ensure that there is no detrimental effect to Service Users as a result of the termination of this Agreement.

30.7 For a period of 6 months after the Agreement has ended, each Party shall, at its own expense, meet reasonable requests for information to assist in the continued provision of Services.

30.8 On termination of this Agreement and subject to the provisions of this Clause 30, each Partner will be liable to carry out its statutory duties without recourse to or without any right to call on the assistance of the other Partner based on the terms of this Agreement.

## **31. NOTICES**

31.1 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 31.1 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:

31.1.1 personally delivered, at the time of delivery;

31.1.2 sent by facsimile, at the time of transmission;

31.1.3 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

31.1.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

31.2 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).

31.3 The address for service of notices as referred to in Clause 31.1 shall be as follows unless otherwise notified to the other Partner in writing:

31.3.1 if to the Council, addressed to the **Corporate Director of Adult and Children and Young People's Services**, London Borough of Hillingdon, 3E/04 Civic Centre, High Street, Uxbridge, UBS 1UW

31.3.2 if to the Trust, addressed to the **Divisional Director, Goodall Division**, CNWL, Stephenson House, 75 Hampstead Road, London NW1 2PL.

## **32. SEVERANCE**

32.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or

unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

- 32.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid or enforceable.

**33. FURTHER ASSURANCE**

- 33.1 The Partners agree to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as either Partner may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement and the intentions of the Partners as expressed in this Agreement.

**34. GOVERNING LAW**

- 34.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and the Partners submit to the exclusive jurisdiction of the Courts of England.

**IN WITNESS** whereof the Partners Delegated Officers have signed and executed as a deed and delivered this Agreement on the day and year first before written.

**EXECUTION OF AGREEMENTS BY CENTRAL AND NORTH WEST LONDON  
NHS FOUNDATION TRUST**

Signed by: Hardev Virdee

Duly authorised on behalf of the Central and North West London NHS Foundation Trust

Signed: .....

Name: Hardev Virdee

Position held: Chief Finance Office

**EXECUTION OF AGREEMENTS BY THE COUNCIL**

Signed by:

Duly authorised on behalf of the London Borough of Hillingdon

Signed: .....

Name:

Position held:

## **SCHEDULE 1 - AIMS AND OBJECTIVES**

### **1. INTRODUCTION**

1.1 The purpose of this **Schedule 1** is as follows:

- 1.1.1 To describe the strategic context in which the partnership arrangements under this Agreement have been established;
- 1.1.2 To describe the aims and objectives of the partnership arrangements;
- 1.1.3 To describe the principles supporting delivery of the aims and objectives;
- 1.1.4 To describe the standards that will apply to the Registered Services that form the Services covered by this Agreement.

### **2. STRATEGIC CONTEXT**

2.1 In 2011, the Coalition government published a mental health strategy setting six objectives, including improvement in the outcomes, physical health and experience of care of people with mental health problems and a reduction in avoidable harm and stigma. The Five-year Forward View for Mental Health published in 2016 established three key aims to be achieved by 2020/21 and these were:

- 2.1.1 A 7-day NHS - right care, right time, right quality;
- 2.1.2 An integrated mental and physical health approach; and
- 2.1.3 Promoting good mental health and preventing poor mental health - helping people lead better lives as equal citizens.

2.2 This Agreement should be seen in the context of Delivery Area 4 (DA4) of Hillingdon's Joint Health and Wellbeing Strategy, 2018 - 2021. The strategy is the Hillingdon chapter of the North West London Sustainability and Transformation Plan (STP). In accordance with the Five-year Forward View for Mental Health, the focus of DA4 is improving outcomes for adults and children with mental health needs and a key local priority is to reduce the gap in life expectancy between adults with mental health needs and the rest of the population.

### **3. SUPPORTING PRINCIPLE**

3.1 The fundamental principle supporting the provision and delivery of the Services under this Agreement shall be the Wellbeing Principle contained within the 2014 Act. Applying this principle requires a focus on nine key areas that the 2014 Act and supporting statutory guidance identify as defining an individual's wellbeing and these are:

- 3.1.1 Personal dignity (including treatment of the individual with respect);
- 3.1.2 Physical and mental health and emotional wellbeing;
- 3.1.3 Protection from abuse and neglect;
- 3.1.4 Control by the individual over day to day life;

- 3.1.5 Participation in work, education, training or recreation;
- 3.1.6 Social and economic wellbeing;
- 3.1.7 Domestic, family and personal relationships;
- 3.1.8 Suitability of living accommodation;
- 3.1.9 The individual's contribution to society.

#### **4. AGREEMENT AIMS**

- 4.1 Within the context described in Clause 2 of this Schedule, the overarching strategic aim of this Agreement is:
  - 4.1.1 To ensure the provision of integrated, high quality, safe, cost effective and efficient mental health services that meet local health and social care needs and deliver personalised, recovery focused care and choice to individuals and their Carers and that maximises their independence at all times.
- 4.2 Arrangements under this Agreement have been established with the intention of delivering the following additional aims:
  - 4.2.1 To reduce the time people have to wait for assessment and access support and services/treatment for their mental health needs;
  - 4.2.2 To reduce the number of times individuals and their carers need to be moved between staff and different teams;
  - 4.2.3 To change provision and create more flexible options to ensure that people with mental health needs live in the least restrictive and least supported setting necessary to meet their need;
  - 4.2.4 To ensure that people get the right care, at the right time in the right place.
- 4.3 The Partners agree that delivering integration between health and social care is not an end aim in itself but rather a mechanism for delivering better outcomes for people living with mental health conditions. The nature and extent of integration shall be kept under review during the term of this Agreement and that any proposals for further integration shall be based on evidence that this is the correct mechanism to delivery improved outcomes for people with mental health needs and Hillingdon's health and care economy.
- 4.4 The following objectives will be met through this Agreement:
  - 4.4.1 Clear pathways for individuals to 'step down' from residential and supported living provision when this level of support is no longer required;
  - 4.4.2 All individuals identified as s117 to have a care plan clearly identifying s117 needs which are reviewed regularly and individuals discharged as appropriate;

- 4.4.3 Support for individuals to consider accessing employment, education and training as part of their recovery;
- 4.4.4 Clear and monitored care pathways for all individuals, including those transitioning from adolescence to adulthood, which ensure safety, equality, quality and consistency of care;
- 4.4.4 Ensure individuals are safe and raising and investigating safeguarding alerts as required within London-wide targets;
- 4.4.5 A full health and social care needs assessment, risk assessment and carer's assessment will be carried out following referral from the Single Point of Access (SPA);
- 4.4.6 A completed FACE assessment for all individuals who have identified eligible social care needs under the 2014 Act within agreed timescales;
- 4.4.7 Clear processes to lead and undertake safeguarding investigation when alerts are raised regarding mental health service users;
- 4.4.8 An outcome based care and support plan will be put in place for each individual, with progress reviewed against this plan on a regular basis by the Care Coordinator;
- 4.4.9 Improved health and social care support at point of access to services and better liaison with services within primary care. Partners will work together to ensure the Shifting Settings of Care agenda is implemented and that individuals identified as being able to be supported by primary care are discharged safely following the agreed protocols with General Practitioners ("GPs");
- 4.4.10 The service will engage with people to ensure they are involved with employment support services, training and other activities designed to promote independence and recovery and to avoid social isolation;
- 4.4.11 Improved workforce planning which ensures a strategic and joint response to recruitment and improved staff development and career progression;
- 4.4.12 Improved delivery of personalised care, individual budgets and social inclusion, including support to maintain and find employment, maximising individual's potential and engagement with the local community.

## **5. SERVICE STANDARDS**

- 5.1 The standards against which the Services shall operate are guided by CQC's five principles of safe and effective practice, which are:
  - 5.1.1 ***Principle 1: Is it safe?*** Patients are protected from physical, psychological or emotional harm or abuse;
  - 5.1.2 ***Principle 2: Is it effective?*** Patients' needs are met and care is in line with national guidelines and NICE quality standards and promotes best standards

- and the best chance of getting better;
- 5.1.3 **Principle 3: Is it caring?** Patients are treated with compassion, respect and dignity and that care is tailored to their needs;
  - 5.1.4 **Principle 4: Is it responsive?** Patients get the treatment or care at the right time, without excessive delay and they are involved and listened to;
  - 5.1.5 **Principle 5: Is it well-led?** There is effective leadership, governance and clinical involvement at all levels and a fair, open culture exists which learns and improves listening and experience.
- 5.2 The Services that are Registered Activities shall adhere to CQC's Fundamental Standards and these are:
- 5.2.1 **Person-centred care** – Treatment that is tailored to the individual and meets their needs and preferences;
  - 5.2.2 **Dignity and respect** – Making sure that individuals have privacy when needed and wanted, are treated as equals, are given any support needed to help them remain independent and involved in the local community;
  - 5.2.3 **Consent** – The person (or anybody legally acting on their behalf) must give their consent before any care or treatment is given;
  - 5.2.4 **Safety** – Individuals must not receive unsafe care or treatment or be put at risk of any harm that could otherwise be avoided. Risks must be evaluated during any care or treatment pathway, making sure your staff have the qualifications, competence, skills and experience to keep clients safe;
  - 5.2.5 **Safeguarding from abuse** – Individuals are entitled to receive care without suffering any form of abuse or improper treatment. This includes neglect, degrading treatment, unnecessary or disproportionate restraint or inappropriate limits on freedom;
  - 5.2.6 **Food and drink** – Anyone receiving care and treatment under your supervision must have enough to eat and drink to keep them in good health;
  - 5.2.7 **Premises and equipment** – The premises and equipment used for your care service must be suitable, secure and looked after/used properly;
  - 5.2.8 **Complaints** – Your care service must have a system in place so that you can handle and respond complaints, investigating any complaints thoroughly and taking action if problems are identified;
  - 5.2.9 **Good governance** – You must have sufficient governance and systems in place to monitor the quality and safety of care and these must help the service improve and reduce any risks to health, safety and welfare of individuals;

- 5.2.10 ***Staffing*** – Qualified, competent and experienced staff must be in place, ensuring that fundamental standards are met. Staff must receive the support, training and supervision that they need to help them do their job;
- 5.2.11 ***Fit and proper staff*** – You must only employ those who can provide the care and treatment as appropriate to their role, with efficient recruitment procedures in place and relevant checks (e.g. DBS, formerly CRB) implemented;
- 5.2.12 ***Duty of candour*** – You must be open and transparent with individuals with regards to their care and treatment. Should something go wrong, you must tell them what has happened, provide support and an apology;
- 5.2.13 ***Display of ratings*** – You must display your CQC rating in a place where stakeholders can see it, also including this information on your website (if you have one) and making the latest CQC report on your service available.

## **6. PERFORMANCE MEASURES AND MONITORING**

- 6.1 The key performance indicators that will measure delivery against the aims, objectives and service standards of this Agreement are set out in **Annex 1** of this Schedule. Monitoring performance will be undertaken by the PB in accordance with **Schedule 6**.

**Section 75 Performance Measures**

1. The Council and the Trust shall ensure that there are robust systems in place for the collection, analysis and reporting of all data required to measure delivery of the Aims and Objectives.
2. Table 1 below identifies the measures to determine the effectiveness of the Partnership Arrangements under this Agreement. **Baselines shall be established from 2018/19 activity to enable targets to be set for subsequent years.**
3. Performance against these measures shall be reported in to the PB and SPB. These measures shall be kept under review and amended as the Partners consider necessary to reflect local circumstances and national policy requirements.

**Table 1: Partnership Arrangement Performance Measures**

	<b>Performance Indicator</b>	<b>Information Supplier</b>
1.	% of Service Users aged 18 + known to secondary mental health services in settled accommodation.	Trust
2.	% of Service Users aged 18 + in receipt of a Direct Payment/ Personal Health Budget.	Council
3.	% of social care mental health referrals seen within 28 days of referral.	Council
4.	% of mental health referrals seen within 28 days of referral.	Trust
5.	% of adults in contact with secondary mental health in paid employment.	Trust
6.	Number of delayed days per 100k population attributed to: a) NHS; b) Social Care; and c) Both	Council/Trust
7.	% of Care Act reviews undertaken within the statutory timescale.	Council
8.	No of Carers in receipt of a Carer's assessment.	Council/Trust
9.	No of Carers in receipt of respite or another Carer's service.	Council/Trust

## **SCHEDULE 2 - FUNCTIONS**

### **1. INTRODUCTION**

- 1.1 This Schedule details the NHS and Council health-related functions that are delegated or delivered under this Partnership Agreement. If a function of the Partners is not included within this Schedule then it should be construed as not delegated. This Schedule may be subject to amendment from time to time.
- 1.2 The delegation of any function under this Agreement shall not affect the accountability of the delegating Partner for the execution of that function.

### **2. FUNCTIONS OF NHS BODIES INCLUDED IN THE SECTION 75**

- 2.1 The functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 National Health Service Act, including rehabilitation services and services intended to avoid admission to hospital;

### **3. HEALTH-RELATED RESPONSIBILITIES OF THE COUNCIL INCLUDED IN THE SECTION 75**

- 3.1 Functions under Part 1 of the Care Act, 2014.
- 3.2 For avoidance of doubt, the following Council functions under the Care Act are excluded:
  - 3.3.1 Functions under sections 14 to 17 (charging and assessing financial resources), 34 to 36 (deferred payment agreements), 42 to 47 (safeguarding adults), 48 to 52 (provider failure) and 69 to 70 (enforcement of debts) of the Care Act, 2014.

## SCHEDULE 3 - SERVICE OPERATION

### 1. INTRODUCTION

- 1.1 The purpose of this **Schedule 3** is to describe the operation of the Services under this Agreement. The scope of this Schedule includes access criteria, conduct and location.

### 2. ACCESS CRITERIA

- 2.1 The general access criteria for the Services under this Agreement are as follows:

- 2.1.1 Individuals (aged 18 years and over) with severe and/or enduring mental illness or acute mental illness requiring specialist assessments, care and treatment living within the Borough.
- 2.1.2 Individuals who are 18 years and over, registered with a GP and resident in the borough or of no fixed abode whose personal circumstances would need specialist assessment, care and treatment, including those with a dual mental health and substance misuse problems, in accordance with the prevailing national policy guidelines, service specifications and operational policy of local services
- 2.1.3 Individuals who are not within the responsibility of the Council, but referred by other professionals or self-referred, shall be dealt with on a case by case basis through negotiation on behalf of the Partners by the Council with the neighbouring local authority and where necessary also by the Trust with the relevant NHS commissioners of care, according to any existing national guidelines on ordinary residence or commissioning responsibility.

- 2.2 Specific criteria relating to individual Services under this Agreement are described as follows:

- 2.2.3 *Early Intervention Service* - This Service provides support and guidance to the Council where a Service User aged 14 and over is being supported by Social Care and may require secondary mental health intervention. Services shall be provided under this Agreement on a case by case basis.
- 2.2.5 *Centralised AMHP Service* - This Service is available to Service Users considered as having a mental disorder of a nature and degree to warrant assessment and in possible need of compulsory admission to hospital. This includes:
  - a) Residents of the borough who are ordinarily resident in the Borough but are temporarily absent; and
  - b) Individuals who are not borough residents but are within the borough boundaries and are considered in urgent need of assessment.

- 2.2.6 *Community Rehab Team* - This Service is intended to support the recovery of people who are the responsibility of the Council and/or HCCG and are in funded placements either within the geographical boundaries of the London borough of Hillingdon or out of borough.
- 2.2.7 *Addiction Recovery Community Service (ARCH)* - ARCH is a free and confidential service for young people and adults who live or are registered with a GP in Hillingdon. ARCH work with people at any stage of their alcohol or drug difficulties to provide a single point of access to assessment and treatment, for problems. They recognise the importance of providing treatment for both the substance misuse problem, as well as any associated emotional/ mental health issues.
- 2.2.8 *Employment Support Service* - This service is available to people with severe and enduring mental health needs. The objective of the service is to support recovery through securing paid employment or to enable people with severe and enduring mental health needs to retain existing paid employment.

### **3. ASSESSMENT**

- 3.1 The Trust shall accept referrals (including from, but not limited to, primary health care professionals and Council officers) and undertake an assessment of health and social care needs of individuals and their Carers where the individual meets the Access Criteria set out in Clause 2 of this Schedule.
- 3.2 The assessment shall:
- 3.2.1 Focus on the person's strengths as well as their needs and how they impact on their wellbeing, and the outcomes they want to achieve;
  - 3.2.2 Involve the person and, where appropriate, their Carer or someone else they nominate;
  - 3.2.3 Provide access to an independent advocate to support the person's involvement in the assessment if required;
  - 3.2.4 Consider other things besides care services that can contribute to the desired outcomes (e.g. preventive services, community support);
  - 3.2.5 Use the Care Act eligibility criteria to determine eligibility for Adult Social Care.
- 3.3 A FACE assessment shall be completed to determine an individual's indicative budget if following an initial assessment there is an appearance of a social care need.
- 3.4 The Trust shall provide or arrange for services, facilities or resources that will prevent, delay or reduce the development of needs for care and support of adults living with mental health conditions. This also includes short term

interventions following assessment and the provision of information, advice and signposting to support an individual's independence and choice.

- 3.5 The Trust shall meet a Carer's needs for support where the Carer has an eligible need and the person for whom they care is ordinarily resident in the Hillingdon area (or present and of no settled residence).
- 3.6 The Council shall retain responsibility for complying with the obligations for charging in accordance with the Care and Support (Charging and Assessment of Resources) Regulations 2014. However, the Trust shall be responsible for advising individuals of the requirement for a financial assessment and notifying the Council's Client Financial Assessment Team of the need to undertake a financial assessment. The Trust shall also make available to the Council information necessary to enable the Council to comply with its duties under the above mentioned regulations.
- 3.7 Where there is a dispute regarding the Service User's ordinary residence the Trust shall comply with the Care and Support (Disputes between Local Authorities) Regulations 2014. The Trust shall notify the Council's Legal Department where any such dispute remains unresolved no later than 28 days after it arose.

#### **4. CARE PLANNING AND CARE COORDINATION**

- 4.1 Where an assessment identifies eligible social care needs the Trust shall identify an appropriate support plan and make a recommendation to the relevant funding decision makers.
- 4.2 The Trust shall assess and manage risk as part of ongoing care and co-ordination.
- 4.3 The Trust will ensure that individuals with complex needs are supported under the Care Programme Approach. Individuals will be supported to meet their own recovery goals through the assessed need and development of a support plan to achieve those goals. These will be regularly reviewed. The ongoing support offered may include (but should not be limited to):
  - 4.3.1 Support to access work, education and leisure activities;
  - 4.3.2 Cognitive behavioural therapy and psychological interventions;
  - 4.3.3 Regular appointments to monitor and support progress against agreed recovery goals;
  - 4.3.4 Ongoing physical and mental health care monitoring, assessment, treatment and support;
  - 4.3.5 Medication management and symptom & side effect monitoring;
  - 4.3.6 Relapse prevention planning and crisis planning, including where appropriate engaging the Home Treatment Team or inpatient services if hospital admission is required;
  - 4.3.7 Working with families and support networks;

- 4.3.8 Developing social networks and links with community;
- 4.3.9 Support in accessing appropriate housing or supported accommodation and appropriate levels of financial benefits;
- 4.3.10 Liaison with inpatient services to ensure timely and supportive discharge planning including for those subject to s117 who should have their aftercare planned and regularly reviewed;
- 4.3.11 Referral on to more specialist services when required.

## **5. PROVISION OF CARE SERVICES UNDER THE MENTAL HEALTH ACT**

- 5.1 Whilst the Council's statutory Director of Adult Social Services retains the responsibilities conferred by s7-9, 39A, 40 of the Mental Health Act 1983 in respect of a person received into guardianship, the Trust shall appoint a named care coordinator for the Service User who shall undertake the day to day functions of the Guardian.
- 5.2 Whilst the Council's statutory Director of Adult Social Services retains the responsibilities conferred by s29 of the Mental Health Act 1983 in respect of a person for whom they are appointed by the Court as Nearest Relative, the Trust shall appoint a named care coordinator for the Service User who shall undertake day to day functions on behalf of the Director of Adult Social Services.
- 5.3 The Service Manager, Mental Health will maintain a record of all Service Users for whom the Director of Adult Social Services is appointed in line with Clauses 5.1 and 5.2 above.

## **6. PROTECTING ADULTS AT RISK**

- 6.1 The Trust shall ensure that all Partnership Staff attend basic Safeguarding Awareness training and follow the London-wide Multi-Agency Adult Safeguarding Policy and Procedures on raising concerns. The Trust will ensure that all Partnership Staff follow Making Safeguarding Personal and work with individuals to protect and maintain their safety and wellbeing at all times.
- 6.2 The Partners shall jointly ensure that there is enough capacity (Safeguarding Adult Managers (SAMS) and Enquiry Officers so that all concerns are promptly investigated.
- 6.3 All SAMS shall receive professional supervision by the Service Manager, Mental Health or the Council's Principal Social Worker or some other person as shall be notified to the Trust by the Council's Assistant Director, Learning Disability and Mental Health.
- 6.4 All safeguarding decisions concerning adults shall be made by SAMS employed by the Council. An audit of three cases a month shall be undertaken by Team Managers and reviewed by the Council's Principal Social Worker and lead for Safeguarding.

- 6.5 The Partners shall ensure close working relationships and effective communication between the Council's Principal Social Worker and lead for Safeguarding Team and the Mental Health Teams.
- 6.6 The Trust shall ensure that all concerns are also recorded on the Trust incident reporting system (DATIX)
- 6.7 The Council's Principal Social Worker shall ensure regular attendance and provision of quarterly reports to the PB.

## **7. MENTAL HEALTH ACT**

- 7.1 The Trust shall ensure that Partnership Staff are sufficiently trained to carry out Mental Capacity Assessments.
- 7.2 The Trust will ensure that Partnership Staff carry out mental capacity assessments in all decision specific cases where this is required
- 7.3 Partnership Staff will be identified to act as Best Interest Assessors to undertake Deprivation of Liberty assessments. The Partners to determine optimum number through the Partnership Board.

## **8. SERVICES**

- 8.1 Table 1 below identifies the Services under this Agreement and their location.

<b>Table 1: Services and Service Location</b>		
<b>Site Owner: Council</b>		
<b>Team</b>	<b>Property Name</b>	<b>Address</b>
• CMHT East • CMHT West • Community Rehab Team	Mead House	Hayes End Road, Hayes, UB4 SEW Tel: 020 8561 6676
• CMHT North • Early Intervention • Service	Pembroke Centre	90 Pembroke Road Ruislip Manor HA4 SQN Tel: 01895 622424 Short dial: 76200
<b>Site Owner: Trust</b>		
<b>Team</b>	<b>Property Name</b>	<b>Address</b>
• Inpatient Services • Centralised AMHP Service	Riverside Centre	Hillingdon Hospital Site Pield Heath Road Uxbridge UBB 3NN
• ARCH	Old Bank House	64 High Street Uxbridge UB8 1JR

## SCHEDULE 4 - PERSONNEL AND MANAGEMENT

### 1. INTRODUCTION

- 1.1 The purpose of this **Schedule 4** is to describe the personnel arrangements under this Agreement. Included within this Schedule are personnel management arrangements.
- 1.2 A summary of the staffing arrangements described in this Schedule are set out in **Annex A** to this Schedule.

### 2. PARTNERSHIP STAFFING

- 2.1 Table 1 below shows the total numbers of staff from the Council to be managed by the Trust as from 1<sup>st</sup> April 2018 by job type and showing distribution across Trust teams.

Table 1: Aligned Services: Council Staff by Job Type and Team									
	Head count	FTE	Other	North CMHT	East CMHT	West CMHT	Rehab	AMHP service	ARCH
<b>Social Work Posts - SO1 to POB</b>	25	22.72	0	4.0	5	4	3.62	1.5	4
<b>Advanced Social Work Practitioner (Reviewing Officer)</b>	1	0.6		0.6					
<b>Team Manager - POD</b>	4	4	0	1	1	1	0	1	0
<b>Service Manager - POF</b>	1	1	1	0	0	0	0	0	0
<b>Admin Support</b>	4	3.7	0	1	1.7	0	0	0	1
<b>Total</b>	<b>34</b>	<b>31.82</b>	<b>1</b>	<b>6.6</b>	<b>7.7</b>	<b>5</b>	<b>3.62</b>	<b>2.5</b>	<b>5</b>

- 2.2 Table 2 below identifies the posts employed by the Trust but funded by the Council in order to better support the Aims and Objectives described in **Schedule 1** of this Agreement.

Table 2: Council Funded Trust Posts	
Job Group	Team
Social Worker Band 6	Rehab Service
Employment Specialist - 1FTE x Band 5; 0.2 FTE Band 6	CMHT North Pembroke
Peer Support Worker / Band 3	CMHT North Pembroke

- 2.3 Table 3 shows the total numbers of the Trust's staff included within the aligned Services as at 1<sup>st</sup> April 2018.

**Table 3: Aligned Services: Trust Staff Included**

Job Group	Establishment
Service Manager (Band 8b)	1
Operational manager (Band 8a)	4
Senior practitioner (Band 7)	5
Consultant Psychiatrist	4.1
Non Consultant Grade Medical Posts (EIS)	4.0
Nurse/CPN (Band 6)	17.63
OT (Band 7)	2
OT (Band 6)	5
Social Worker (Band 6)	3
Employment (Band 5)	3.6
Psychology senior (Band 8c)	1.4
Psychology (Band 8a)	2.4
Senior Administrator	4
Administrator	7.7
Peer Support Worker (Band 3)	3.0
Move on Workers (Band 4)	2
Social Worker (Band 7)	1
Psychologist (Band 7)	2.6
Psychologist (Band 8b)	1
Psychology (Band 8d)	0.4
Health Care Assistant (Band 2)	0.4
Peer Support Worker (Band 5)	1
Occupational Therapist (Band 5)	2
Nurse (Band 5)	3
Nurse (Band 7)	3.4
Nurse (Band 8a)	1
<b>TOTALS</b>	<b>84.53</b>

- 2.4 A database shall exist for Council's Staff in the integrated Services. This database shall be the full listing of all the Council's Staff which shall be held, updated and maintained by the Human Resources Department of the Council,

quarterly.

- 2.5 A database shall exist for Trust staff in the integrated Services. This database shall be the full listing of Trust staff which will be held, updated and managed by the Human Resources Department of the Trust, quarterly.
- 2.6 The Partnership Staff list will be reviewed annually by the SPB and any changes to posts functions and or staff groups will be subject to the approval of the authorised officers of the partnership.

### **3. STAFF MANAGEMENT ARRANGEMENTS**

- 3.1 This Agreement shall formalise the management of Health and Social Care staff under the aligned management arrangement in Hillingdon. The Trust's Borough Director shall be operationally responsible for the day to day delivery against this Agreement. For avoidance of doubt, staff currently employed by the Council shall remain contracted to the Council in their employment and their terms and conditions shall remain the same. Staff currently employed by the Trust shall remain in the Trust's employment and their terms and conditions shall remain the same. Existing terms and conditions shall not be changed as a result of this Agreement.
- 3.2 The Council shall remain the employer of all existing Council's staff in the integrated Services. The Trust shall be responsible for the day to day management of Council staff. The Council shall retain direct responsibility for the following activities:
  - 3.2.1 Administering annual leave on the Council's ICT system, i.e. ResourceLink or any successor system;
  - 3.2.2 Professional supervision and appraisal;
  - 3.2.3 Absence management;
  - 3.2.4 Taking disciplinary action in accordance with the Council's disciplinary procedure; and
  - 3.2.5 Recruitment.
- 3.3 The Trust shall have responsibility for activities set out in Clause 3.2 in respect of their own directly employed staff.
- 3.4 All staff shall use the electronic annual leave system of their employing Partner for the purposes of booking or cancelling annual leave.
- 3.5 All Line Managers who have responsibility for staff employed by both organisations shall ensure that they are clear about their role in all staff management policies and procedures. The Council shall ensure that the Council personnel policies and procedures and any updates are accessible to relevant Trust staff.
- 3.6 The Partners shall retain employer' liabilities for their employees and be liable vicariously for the tortious acts of its employee under this Agreement, taking into account the provisions in paragraphs 3.1 and 3.2 of this **Schedule 4**.
- 3.7 The Trust Service Manager will have responsibility for the CMHTs and Community Rehab Teams. They will report directly to the Deputy Borough Director, with an indirect line reporting to the Council's Assistant Director

(LD/MH). For avoidance of doubt, this means that they shall not be accountable to the Assistant Director (LD/MH).

- 3.8 The Council's Service Manager (MH) shall operate as the lead AMHP and the Social Care lead. They shall report directly to the Assistant Director of Social Care (LD/MH), with indirect reporting line to the Deputy Borough Director and Trust Head of Social Care.
- 3.9 The Service Manager (MH) shall promote strong partnership working with the Trust and work with health service colleagues to develop integrated approaches to assessment and care and support. For avoidance of doubt, this means that they shall not be accountable to the Deputy Borough Director and Trust Head of Social Care.
- 3.10 The Service Manager (MH) shall work with the Trust to ensure the relevant frameworks and policies for safeguarding adults at risk are embedded, and ensure that any safeguarding concerns are fully investigated under the Council's Safeguarding processes, linking closely with the Council's Safeguarding Adults Lead as appropriate.
- 3.11 The Service Manager (MH) shall be a member of the Trust's Senior Management Team and shall attend all Senior Management Team Meetings. The Service Manager shall also attend the monthly Social Care Leads' Meeting within the Trust with the Head of Social Care and advise of key and priority matters regarding the delivery of community mental health services.
- 3.12 The Service Manager (MH) shall directly line manage the AMHP Team and the social care component of the ARCH Team. In addition, they shall:
  - 3.12.1 Act as Social Care's Representative on the multi-agency Mental Health Complex Care Panel and liaise as necessary on Member's Enquiries;
  - 3.12.2 Facilitate the development of effective supporting structures for Carers;
  - 3.12.3 Be responsible for ensuring the assessment and meeting of eligible needs through a personalised approach of people with mental health issues;
  - 3.12.4 Take a proactive approach to ensure that vulnerable adults likely to be eligible for social care services do not fall between services.
- 3.13 The Service Manager (MH) shall meet with the Borough Director at a minimum of quarterly.
- 3.14 The Service Manager (MH) shall maintain accountability to the Council's statutory Director of Adult Social Care and professionally accountable to the Council's Principal Social Worker and the Trust's Head of Social Work and Social Care. They shall be managerially accountable to the Council's Assistant Director (LD/MH).
- 3.15 In the absence of the Service Manager (MH) for whatever reason their roles and responsibilities will, in the first instance, be delegated down to Team Manager level with an escalation route to the Council's Principal Social Worker and the Assistant Director (LD/MH).

- 3.16 Staff members' line manager shall ensure that all staff receives regular supervision and annual appraisals in accordance with the relevant Partner's policies and procedures.
- 3.17 It will also be the line manager's responsibility to monitor absenteeism, to ensure that monthly returns are made and that excessive levels of absence are dealt with. Where absences persist, the line manager will invoke the relevant policies procedures.
- 3.18 The Council retains responsibility for the provision of legal advice and support in so far as it relates to the carrying out of Council employer functions and health and social care functions including:
  - 3.18.1 Complaints or legal challenges to the provision of social care needs assessment or care planning functions for Service Users and Carers, as well as financial assessment and decisions regarding Service User contributions;
  - 3.18.2 Deprivation of Liberty Safeguards Procedure;
  - 3.18.3 Approved Mental Health Professionals functions.
- 3.19 The Trust agrees to notify the Council's legal department in relation to any proposed legal proceedings and provide full disclosure to enable effective management of the legal case and representation.
- 3.20 The Partnership Staff in the aligned services shall be able to access the Council's legal services in relation to social care delivery. The Service Manager (MH) shall provide initial assistance regarding Mental Health Act and other social care statutory queries and shall facilitate further advice from the Council's legal services team where more detailed legal support is required.
- 3.21 The Trust shall use its best endeavours to ensure that all managers of the Council's Staff attend management training and updates provided by the Council especially in relation to the Council's policies & procedures.
- 3.22 The Council shall ensure that all the Council's staff in the aligned services are kept informed and up-to-date with Council policies and procedures applicable to them by electronic means and the Quarterly Staff Meeting
- 3.23 The Social Work Team Managers in the CMHTs shall take the lead on the social care and social work tasks as part of the CMHT Management Team. This includes:
  - 3.23.1 Attending all team assessment feedback/ allocation meetings to ensure social care needs have been adequately considered in every initial assessment and that social care needs are considered in allocation decisions (i.e. the move to people with significant social care needs being allocated to a social worker);
  - 3.23.2 Reviewing all social care assessments and support planning to ensure that it meets Care Act eligibility and the social worker has used a person-centred/strengths based approach. This includes signing off paper work before submission for financial decision making processes;

- 3.23.3 Be the link to inpatient services to ensure social care needs are identified early and not leading to a social care Delayed Transfer of Care;
- 3.23.4 Ensuring that Carers' assessments are being undertaken and following Council policy;
- 3.23.5 Providing expertise to the team on the Mental Capacity Act;
- 3.23.6 Maintaining the s117 register in their team. The AMHP Team Manager will be responsible for holding the register for the Borough;
- 3.23.7 Taking the lead in the team for social care performance reporting and ensuring the whole team understands its responsibilities;
- 3.23.8 Provide the expertise on safeguarding concerns in the team and ensure that appropriate concerns are raised through the proper channels and the team maintains levels of statutory/mandatory training and sufficient enquiry officers and SAMS (where the team has responsibility for this function). The Social Work Team Managers must take part in the monitoring of the system;
- 3.23.9 Monitoring the social work workforce in their respective teams to ensure that sickness/appraisals are reported in line with Council policies and procedures;
- 3.23.10 Have responsibility for the social work staffing budget for their team and will be expected to authorise care packages in accordance with the Council's Scheme of Delegations;
- 3.23.11 Carrying out investigations/enquiries and provide written responses to all social care complaints/Members Enquiries/MP Enquiries as directed by the relevant Service Manager;
- 3.23.12 Attending a monthly forum with the Service Manager in Hillingdon;
- 3.23.13 Providing both line management and professional supervision to a named group of social workers within the borough and AMHP supervision if they are an AMHP.

#### **4. SERVICE MANAGEMENT**

- 4.1 The aligned Services under this Agreement shall be managed within the Trust's borough based operational management structure.
- 4.2 On behalf of the Council, the Trust's Borough Director holds management responsibility for Council's staff, including health and safety, pursuant to this Agreement. They will ensure appropriate deployment of staff to deliver safe and efficient quality services.
- 4.3 Component parts of the Council's delegated management responsibilities to the Trust's Borough Director may be further delegated to Service Managers, Team Managers and other appropriate officers in accordance with the contracted

duties and responsibilities of the respective posts and the relevant Council policies, procedures, guidelines and best practices.

## **5. PROFESSIONAL DEVELOPMENT**

- 5.1 Social work staff within the aligned services shall have access to the Trust's Head of Social Work and Social Care. They shall work closely and collaboratively with the Council to provide on-going professional support, leadership and ensure professional supervision as required for all qualified social workers and AMHPs in the aligned services.
- 5.2 The Council's Service Manager (MH) shall ensure annual performance development reviews (PADAs) are undertaken and reviewed by the Team Managers for all Council's Staff using the Council's procedures and that this information is used jointly by the Council and Trust managers as appropriate for the purposes of individual development activities.
- 5.3 The Trust and Council shall ensure that all health and social care staff within the integrated Service have access to appropriate training as identified in individual staff appraisals, including that staff are able to attend Council and Trust training and apply for funding for qualification study as appropriate to their job role.
- 5.4 The Trust shall allow all Council's Staff learning/secondment opportunities in accordance with the Council's policy. The Council shall allow all Trust staff in the integrated services learning/secondment opportunities in accordance with the Trust's policy.
- 5.5 The Trust shall encourage and allow Council's Staff to act as practice teachers (or their replacement) for students studying for the social work qualification, newly qualified social workers on Assessed and Supported Year in Employment (ASYE) and/or social workers undertaking training for Approved Mental Health Professional status.
- 5.6 The Trust shall ensure that social workers are released to undertake AMHP training.
- 5.7 The Trust shall ensure all social workers are enabled to undertake at least the minimum Health and Care Professions Council (HCPC) continuous professional development requirements to remain registered, and will ensure all social workers and AMHPs are enabled to attend relevant training and practice to keep up to date as per registration requirements. The Service Manager (MH) shall maintain a record of all Staff registration details.

## **6. COUNCIL RESPONSIBILITY FOR AMHP WORK**

- 6.1 The Mental Health Act 1983 places a duty on the local authority to retain responsibility for approving AMHPs, and for the quality of the service. The Service Manager (MH) shall remain responsible for operational management of the Council's AMHP service. This shall include oversight of duty AMHPs, health and safety issues while AMHPs are undertaking statutory Mental Health Act functions on behalf of the Council and quality assurance of statutory Mental Health Act work. The Trust's employees who are approved by the Council shall be required to undertake AMHP functions on behalf of the Council and they shall have an honorary contract with the Council which would offer protections regarding health and safety, insurance and professional indemnity.

- 6.2 The Trust shall ensure social workers are able to seek and maintain AMHP status in order to ensure that adequate numbers of AMHPs are approved to provide sufficient cover for the borough. The budget for training Approved Mental Health Professional shall remain with the Council. The Service Manager (MH) shall determine suitability for training and determine capability criteria for approval and re-approval following the current AMHP Pathways, Approval and Re-Warranting Process.
- 6.3 The Service Manager (MH)'s AMHP-related responsibilities shall be responsible for the provision of AMHP services, roles and duties under the provisions of the Mental Health Act, 1983. These responsibilities shall include:
- 6.3.1 Arranging that suitably qualified AMHPs are available to ensure a quick response to urgent assessments under the Mental Health Act 1983 during normal working hours;
  - 6.3.2 Agreeing the minimum number of staff necessary to deliver a safe and effective AMHP service;
  - 6.3.3 Ensuring that staff are appropriately trained and qualified to undertake AMHP duties;
  - 6.3.4 Ensuring that all AMHPs access appropriate opportunities for continuous professional development;
  - 6.3.5 Providing opportunities for reflective practice through group meetings for all AMHPs; and
  - 6.3.6 Ensuring that the work of all AMHPs is periodically reviewed and evaluated to ensure they continue to carry out their statutory duties to the required standard.
- 6.4 The Service Manager (MH) will work with the AMHP Team Manager to provide a quarterly report to the PB on the number of AMHPs, number of Mental Health Act assessments and related statutory activity.
- 6.5 Any AMHP who is an employee of the Trust shall sign an Honorary Contract whereby they are approved by, act on behalf of the Council and are accountable and responsible to the Council when undertaking AMHP functions. They would have access to the Council's Learning and Development Team and Legal Services for advice regarding those functions.

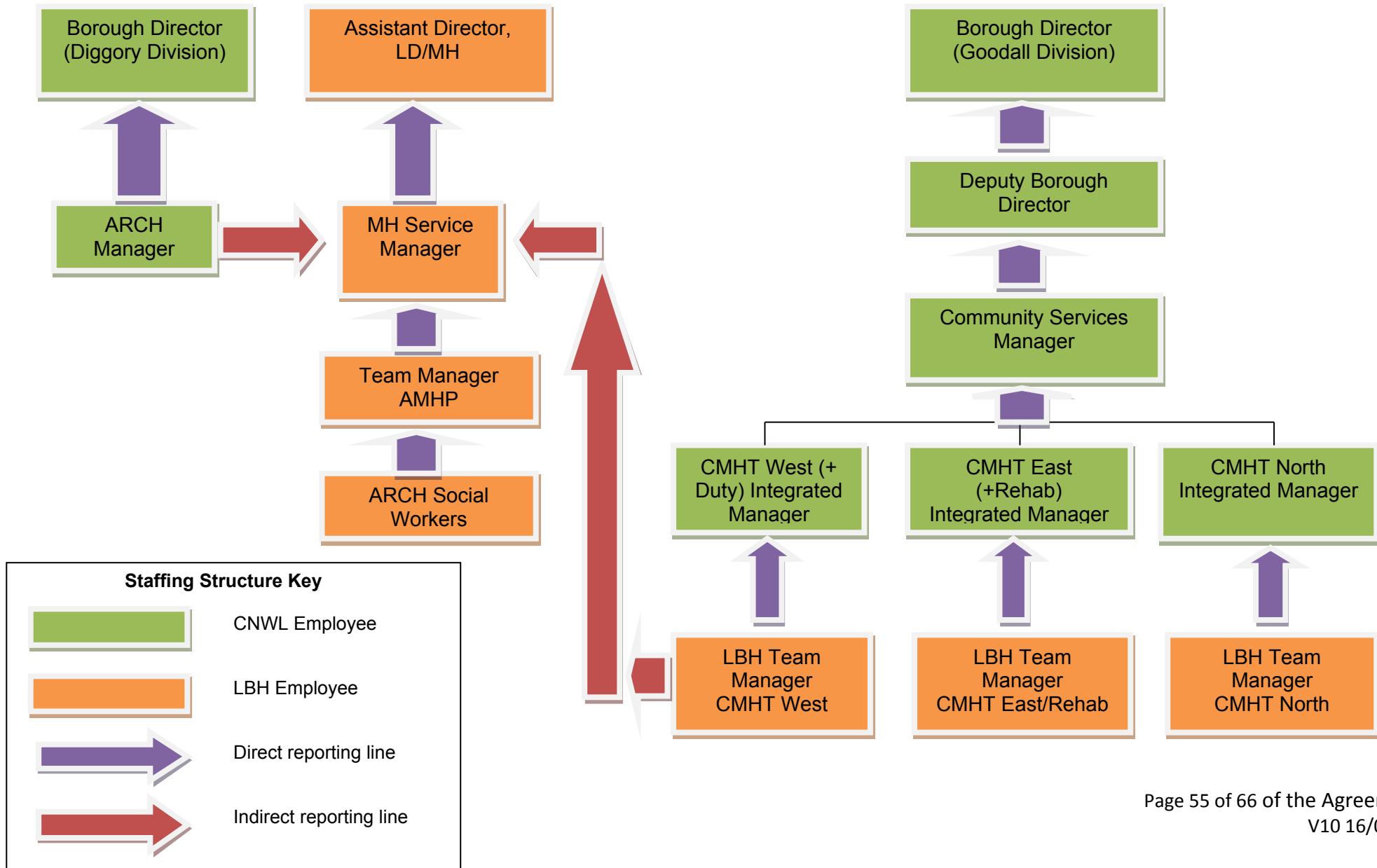
## **7. COUNCIL RESPONSIBILITY FOR DOLS PROCEDURE AND BIA WORK**

- 7.1 The Council will continue to fulfil its statutory duties under the Mental Health Act. The Trust agree to provide training to staff regarding their responsibility to identify any possible deprivation of liberty and to ensure staff are alert to the threshold tests so that Service Users are not unlawfully deprived of their liberty.
- 7.2 The Trust agrees to allow appropriately qualified staff time to train to become Best Interest Assessors (BIA) and undertake assessments as required by the Deprivation of Liberty Safeguards (DOLS) procedure.

## **8. RECRUITMENT**

- 8.1 Recruitment to vacant Council posts shall be undertaken under the authority of the Council's Assistant Director, Learning Disability and Mental, but led operationally by the Service Manager (MH), in conjunction with the Integrated CMHT.

## STAFFING STRUCTURE SUMMARY



## SCHEDULE 5 - RESOURCES

### 1. INTRODUCTION

- 1.1 The purpose of this **Schedule 5** is to describe the following in respect of this Agreement:
  - 1.1.1 Financial Arrangements
  - 1.1.2 Premises
- 1.2 In accordance with Clause 7.2 of this Agreement, it is not the intention of the Partners to enter into a Pooled Budget arrangement and the terms of this Schedule reflect this intention.

### 2. FINANCIAL ARRANGEMENTS

- 2.1 Table 1 below shows the funding that will be transferring between Partners under this Agreement.

Table 1: Council Funded Trust Posts	
Job Group	Value (£,000pa)
1. Social Worker (Band 6)	41.9
2. Employment Support Worker (1FTE x Band 5; 0.2FTE x Band 6)	47.7
3. Peer Support Worker (Band 3)	27.5
4. Integrated management costs	68
<b>TOTAL</b>	<b>185.1</b>

- 2.2 Each Partner shall share with the SPB in Q4 of each financial year of this Agreement their proposed budget for the proceeding financial year. This is for the purposes of achieving mutual understanding of the financial context in which the Services will be delivered.
- 2.3 Each of the Partners will share relevant financial information at the Operational Group and PB.
- 2.4 The Council shall continue to hold statutory responsibility for externally purchased social care provision. Provision will be sourced through the Council's Brokerage Team but the review, care co-ordination and monitoring functions will be delegated to the trust.
- 2.5 The Council shall also continue to be responsible for contracting or service commissioning with external providers. The Trust shall feedback to the Council any information that will assist the Council to monitor the effectiveness of those contracts.
- 2.6 Any package of care, whether community support or supported accommodation shall be signed off by the relevant Council manager in accordance with the

Council's Scheme of Delegations and be accompanied with the completed FACE indicative budget.

- 2.7 The Council shall continue to be responsible for social care functions of the Complex Care Panel and its decisions for the services covered by this Agreement.
- 2.8 The Trust shall be operationally responsible for updating Council systems on all externally commissioned social care services.
- 2.9 The Council shall bear responsibility for all costs associated with the Council's Staff, including basic costs of employment and associated non-pay costs, including professional indemnity and training.
- 2.10 The Council shall be responsible for the training of AMHP and will retain the training budgets for this.
- 2.11 The Council shall bear responsibility for all costs associated with the Council's Staff, including basic costs of employment and associated non-pay costs, including professional indemnity and training.

### **3. PREMISES**

- 3.1 Table 1 below identifies the premises owned by the Council from which the Services shall be delivered by the Trust.

<b>Table 1: Council Owned Premises</b>	
Mead House	Hayes End Road, Hayes, UB4 SEW
Pembroke Centre	90 Pembroke Road Ruislip Manor HA4 SQN

- 3.2 Table 2 identifies the premises owned or leased by the Trust from which the Services shall be delivered.

<b>Table 2: Trust Owned Premises</b>	
Riverside Centre	Hillingdon Hospital Site Pield Heath Road Uxbridge UBB 3NN
Old Bank House	64 High Street Uxbridge UB8 1JR

- 3.3 The owners of the buildings identified in table 1 and 2 above shall be responsible for ensuring that the exterior of the premises is kept in good repair and also that

the internal building is fit for purpose and in compliance with all statutory requirements at all times.

3.4 The owners of the premises shown in tables 1 and 2 shall be responsible for the following:

3.4.1 Cleaning of the exterior of the building to appropriate standards;

3.4.2 The provision of heating and hot and cold water.

3.5 On a day to day basis, the CHMT shall be responsible for ensuring that these responsibilities are met. Any Partner that occupies the premises of the other shall:

3.5.1 Keep the premises clean, tidy and clear of rubbish and in the same condition as at the beginning of their occupation;

3.5.2 Not use the premises other than for the delivery of the Services;

3.5.3 Not make any alteration or addition whatsoever to the premises without the owner's permission;

3.5.4 Not do anything which would exclude the owner, their agents, or any other occupier permitted by the owner, from the property;

3.5.5 Maintain the decor, save for reasonable wear and tear, in parts of the premises which they occupy (including replacing lightbulbs and other sundry goods required in the course of their occupation);

3.5.6 Indemnify the owner and keep the owner indemnified against all losses, claims, demands, actions, proceedings damages, costs, expenses, or liability in any way arising from their occupation;

3.5.7 Not cause or permit to be caused any damage to the premises;

3.5.8 Make good any damage caused to the premises.

3.6 For the avoidance of doubt, no rent or other associated premises' costs shall be payable by either Partner to the other in respect of the occupation of any premises.

3.7 Either Partner may, on written notice of not less than 3 months, give notice to the other Partner that it wishes to withdraw any of the premises from this Agreement. On removal of any such premises (unless agreed to the contrary by both Partners), the Partner giving notice shall substitute other premises in an appropriate area sufficient to enable the provisions of this Agreement to be implemented. Such re-provision will be at the sole expense of the Partner making such provision unless the Partners agree otherwise.

3.8 In the event that both Partners agree to any organisational changes of Hillingdon Adult Mental Health services that subsequently require reconfiguration or

adaptations to their respective premises, both Partners shall work collaboratively to agree funding arrangements and to ensure that any consents are given in a timely manner.

## SCHEDULE 6 GOVERNANCE STRUCTURE

### 1. INTRODUCTION

- 1.1 The purpose of this **Schedule 6** is to describe the governance structure for the partnership arrangements under this Agreement.
- 1.2 This Schedule includes the terms of reference of the groups directly involved in the governance of this Agreement and describes those of relevance to it.
- 1.3 A summary of the governance structure for this Agreement is set out in **Annex A** to this Schedule.

### 2. AGREEMENT GOVERNANCE STRUCTURES: TERMS OF REFERENCE

#### a) Strategic Partnership Board

- 2.1 The key purpose of the Strategic Partnership Board (SPB) is to undertake strategic oversight of the Agreement.
- 2.2 The Board shall be responsible for:
  - 2.2.1 Reviewing progress on the Aims and Objectives of the Agreement as outlined in **Schedule 1** in informing the strategic development of the mental health services and consult further where necessary;
  - 2.2.2 Approving the Annual Report on the delivery of the Aims and Objectives;
  - 2.2.3 Determining the priorities necessary to deliver the Aims and Objectives for the following financial year, which shall be within the context of national and local policy requirements and legislative requirements;
  - 2.2.4 Identifying any variations to the Agreement necessary to deliver the Aims and Objectives and seeking approval in accordance with the Scheme of Delegations for both the Council and the Trust.
- 2.3 Issues that cannot be resolved at the PB will be escalated in the first instance through the line management arrangements operating in their respective organisations and from there to the SPB, if necessary.

#### Board Membership

- 2.4 The Board membership shall comprise of:
  - 2.4.1 The Council's Corporate Director of Adult, Children and Young People's Services;
  - 2.4.2 The Trust's Deputy Chief Operating Officer;
  - 2.4.3 The Council's Assistant Director, Learning Disability and Mental Health;
  - 2.4.4 The Trust's Borough Director, Mental Health.

2.4.5 The Trust's Head of Social Work and Social Care.

- 2.5 The Board shall be jointly chaired by the Council's Corporate Director of Adult, Children and Young People's Services and the Trust's Deputy Chief Operating Officer.

### **Accountability**

2.6 The Council's Corporate Director of Adult, Children and Young People's Services shall be accountable to the Council's Cabinet and the Trust's Deputy Chief Operating Officer shall be accountable to the Trust's Board.

2.7 The SPB shall report issues of strategic importance to meeting the needs of adults with mental health needs to the Health and Wellbeing Board (HWB) as required. However, the SPB shall not be accountable to the HWB.

### **Frequency of Meetings**

2.8 The SPB shall meet at least annually but may meet more frequently at request of the Council's Corporate Director of Adult, Children and Young People's Services or the Trust's Deputy Chief Operating Officer.

2.9 Secretarial support for the SPB shall be provided jointly by the Executive Assistant to the Council's Corporate Director of Adult, Children and Young People's Services and the .

### **Commitment of Resources**

2.10 The SPB shall only have power to commit resources in accordance with the respective Scheme of Delegations for the Council and the Trust.

### **b) Operational Partnership Board**

2.11 The key purpose of the Operational Partnership Board (PB) is to provide regular oversight of the operation of the Agreement.

2.12 The Board shall be responsible for:

2.12.1 Manage and ensure that the performance of the Service against the performance metrics identified in **Annex A** to **Schedule 1** of this Agreement;

2.12.2 Resolve issues at an operational level in order to ensure the efficient and effective operation of the Services and best use of resources;

2.12.3 Manage and review effective AMHP provision and issues relating to the statutory duties under the Mental Health Act;

2.12.4 Monitor expenditure against the posts funded by the Council to identify any particular issues and associated solutions;

- 2.12.5 Monitor overall expenditure on the Services included within the Agreement to identify scope for improved efficiency and/or issues that require escalation to the SPB;
- 2.12.6 Manage human resources effectively and review staffing levels and capability to ensure high quality staff are in place for the successful operational management of the Services;
- 2.12.6 Develop the Annual Report and propose priorities for the following year for approval by the SPB.

### **Board Membership**

- 2.13 The Board membership shall comprise of:
  - 2.13.1 The Council's Assistant Director, Learning Disability and Mental Health;
  - 2.13.2 The Trust's Borough Director, Mental Health;
  - 2.13.3 The Trust's Deputy Borough Director, Mental Health
  - 2.13.4 The Trust's Service Manager for Mental Health
  - 2.13.5 The Trust's Head of Social Work and Social Care
  - 2.13.6 The Council's Service Manager for Mental Health;
  - 2.13.7 The Service Manager for ARCH;
  - 2.13.8 Finance representatives from the Council and the Trust;
  - 2.13.9 Performance Team representatives from the Council and the Trust.
- 2.14 The Board shall be jointly chaired by the Council's Assistant Director, Learning Disability and Mental Health and the Trust's Borough Director, Mental Health.

### **Accountability**

- 2.15 The PB shall be accountable to the SPB. It will also report issues of relevance to the delivery of mental health services in Hillingdon to the Mental Health Transformation Board but will not be accountable to it.

### **Frequency of Meetings**

- 2.16 The PB shall meet quarterly but may meet frequently at the request of the Council's Assistant Director, Learning Disability and Mental Health or the Trust's Borough Director, Mental Health or at the request of the SPB.
- 2.17 Secretarial support for the PB will be provided by the Personal Assistant to the Trust's Deputy Borough Director, Mental Health.
- 2.18 The PB shall be quorate when there are at least two members where at least one member is from the Trust and one member is from the Council present to manage the Agenda for any specific meeting.

### **Commitment of Resources**

- 2.19 The PB has no authority to commit any additional resources to this Agreement. It may reassign resources already allocated to the Agreement where this will address issues that are impacting negatively on the delivery of the Aims and Objectives or are likely to do so. Any such decisions shall be made in

accordance with the Scheme of Delegations for officers of the Council and the Trust respectively.

### **c) Partnership Liaison Meetings**

2.20 The purpose of the Partnership Liaison Meetings is to address key operational issues that may from time to time impact on partnership arrangements and the delivery of the Aims and Objectives.

#### **Attendees**

2.21 Attendees at Liaison meetings shall include:

- 2.21.1 The Council's Assistant Director, Learning Disability and Mental Health;
- 2.21.2 The Trust's Borough Director, Mental Health;
- 2.21.3 Any such person or persons as shall be invited to attend by the above mentioned.

#### **Accountability**

2.22 The Council's Assistant Director, Learning Disability and Mental Health and the Trust's Borough Director, Mental Health shall report to the PB but shall not be accountable to it.

#### **Frequency of Meetings**

2.23 The Partnership Liaison Meetings shall take place at least monthly or at greater frequency if agreed between the Council's Assistant Director, Learning Disability and Mental Health and the Trust's Borough Director, Mental Health.

#### **Commitment of Resources**

2.24 The Partnership Liaison Meetings shall have no power to commit any resources over and above what is already included in this Agreement.

### **3. AGREEMENT GOVERNANCE STRUCTURES: OTHER RELEVANT GROUPS**

#### **i] Health and Wellbeing Board**

3.1 The key purpose of the Health and Wellbeing Board is to fulfil statutory responsibilities under the Health and Social Care Act, 2012 to improve the health and wellbeing of the local population. The HWB meets at least four times a year and is chaired by the Council's Cabinet Member for Social Services, Housing, Public Health and Wellbeing.

#### **ii] Trust Board**

3.2 The Trust's Board of Directors has responsibility for measuring performance against goals, evaluating risk, appointing the senior management team and contributing to the development of the Trust's strategic plans. It meets every

two months and is accountable for the delivery of the Trust's responsibilities under the 2006 Act. Meetings are chaired by a non-executive director who is external to the Trust.

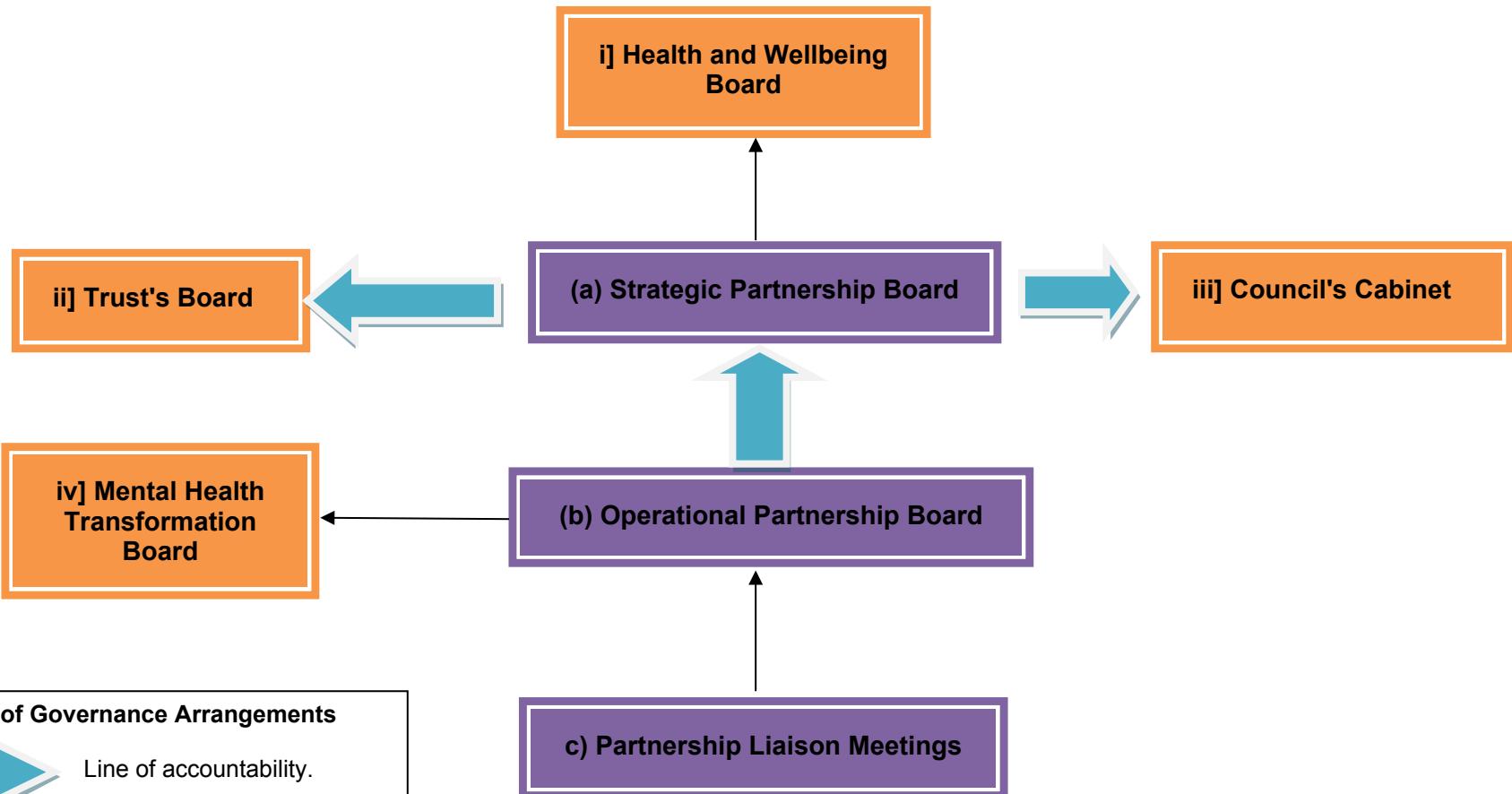
### **iii] Council's Cabinet**

- 3.3 The Council's Cabinet is the executive decision making body of the Council. Chaired by the Leader of the Council, the Cabinet comprises six other elected councillors (known as 'Cabinet Members') who are responsible and publicly accountable for a range of Council services or a 'portfolio', e.g. finance, planning, children's services etc. The Cabinet meets on a monthly basis and makes the key decisions about strategy, policy and use of Council resources.

### **iv] Mental Health Transformation Board**

- 3.4 The Mental Health Transformation Board is a multi-agency group intended to have oversight over a programme to transform mental health services in Hillingdon and improve outcomes for people living with mental health conditions. It meets every two months and is chaired by HCCG's Head of Mental Health and Community Services.

## GOVERNANCE STRUCTURE SUMMARY

**Key to Summary of Governance Arrangements**

	Line of accountability.
	Reporting line.
	Group directly involved in Agreement governance.
	Group relevant to Agreement governance.

## GOVERNANCE INFORMATION REPORTING REQUIREMENTS

<b>Operational Partnership Board</b>			
	<b>Performance Area</b>	<b>Information Requirements</b>	<b>Frequency</b>
1.	Finance	<ul style="list-style-type: none"> <li>• Salary and non-salary spend.</li> <li>• Related financial issues.</li> </ul>	Quarterly
2.	Services & Delivery	<ul style="list-style-type: none"> <li>• Delivery against performance measures in Annex A to Schedule 1.</li> <li>• Mental Health activity, including s117.</li> <li>• Social Care Mental Health activity, including: <ul style="list-style-type: none"> <li>○ Total people supported (18 - 64 and 65 +).</li> <li>○ Number in residential/nursing (18 - 64 and 65 +).</li> <li>○ Number in supported accommodation (18 - 64 and 65 +).</li> <li>○ Number in receipt of homecare (18 - 64 and 65 +).</li> <li>○ Number in receipt of outreach (18 - 64 and 65 +).</li> <li>○ Number in receipt of day services (18 - 64 and 65 +).</li> <li>○ Number in receipt of Direct Payments (18 - 64 and 65 +).</li> <li>○ Length of service provided (18 - 64 and 65 +).</li> </ul> </li> <li>• Number of Safeguarding cases, i.e. alerts, referrals and outcomes.</li> </ul>	Quarterly
	Human Resources	<ul style="list-style-type: none"> <li>• Report on staffing issues.</li> </ul>	Quarterly
	Annual Report	<ul style="list-style-type: none"> <li>• Development of annual report on delivery of Aims and Objectives in Schedule 1 of this Agreement.</li> </ul>	Q4 Annually
<b>Strategic Partnership Board</b>			
	<b>Performance Area</b>	<b>Information Requirements</b>	<b>Frequency</b>
	Aims and objectives delivery	<ul style="list-style-type: none"> <li>• Summary of activity for financial year</li> <li>• Draft annual report</li> </ul>	Q4 Annually

		<b>Key Deliverables</b>	
		Agreed Schedule of Strategic Priorities for succeeding financial year.	Q4 Annually