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DATED

2012

BETWEEN

**SURREY AND BORDERS PARTNERSHIP NHS
FOUNDATION TRUST**

AND

SURREY COUNTY COUNCIL

OVERARCHING PARTNERSHIP AGREEMENT

Pursuant to Section 75

of the

National Health Service Act 2006

NOTE:

**CROSS REFERENCING AND DEFINITIONS WILL NEED TO BE RESOLVED ONCE THE
STRUCTURE OF THE AGREEMENT IS SETTLED.**

**Bevan Brittan LLP
February 2012**

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"Annual Report"

means the report produced by the Joint Management Board pursuant to Clause 18.3;

"Annual Review"

means the yearly review conducted by the Joint Management Board as described at Clause 18.2 to be held on a date agreed by both Parties but no later than 30 days after the end of the Financial Year;

"Arbitration Notice"

has the meaning set out in Clause 57.8.2;

"Audit Commission"

the public corporation established under the Local Government Finance Act 1982 or any successor body;

"Background IPR"

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

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

"Budget"

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

"Capital Expenditure"

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

"Carers' Agreement"

has the meaning set out in paragraph 1 of Part 2 of Schedule 1;

"Carers Scheme"

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

"CEDR"

has the meaning set out in Clause 54.5;

"Commencement Date"

means [1 April 2012]¹;

"Commissioner"

means the relevant commissioner or commissioners under a Commissioning Contract;

"Commissioning Contract"

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

"Confidential Information"

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

¹ To be confirmed

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

"COSOP"

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

"Deficiency Notice"

has the meaning given to it at Clause 17.4;

"DPA"

means the Data Protection Act 1998;

"Emergency Event"

means:

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

"Employees"

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

"Financial Year"

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

"FOIA"

means the Freedom of Information Act 2000;

"Foreground IPR"

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

“Forensic Scheme”

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

"Functions"

means the relevant NHS Functions together with the relevant Local Authority Health Related Functions;

"Good Industry Practice"

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

"Guidance"

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

a) the same is publicly available; and/or

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

"Indemnify"

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

“Initial Integrated Provider Scheme”

means an Integrated Provider Scheme set out in Clause 8.1;

"Integrated Provider Scheme"

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

"Integrated Provider Scheme Aims and Outcomes"

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

"Integrated Provider Scheme Services"

means the relevant services to be provided by the Parties for Service Users in relation to an Integrated Provider Scheme in accordance with the Service Specification and the terms of this Agreement;

"Intellectual Property Rights"

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

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"Interest Rate"

2 per cent per annum above the base lending rate from time to time of Barclays Bank plc or such other clearing bank as may be agreed between the Parties;

"Joint Management Board"

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

"KPI Spreadsheet"

has the meaning in Clause 16.2;

"Law"

means:

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

in each case in force in England and Wales or in England;

"Local Authority Employees"

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

"Local Authority Health-Related Functions"

means the functions of the Local Authority which fall within the health-related functions of Local Authorities prescribed under regulation 6 of the Regulations subject (in relation to any particular Integrated Provider Scheme) the modifications set out in the relevant Annex to this Agreement relating to that scheme;

"Loss"

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

"Mediation Notice"

has the meaning set out at Clause 57.5;

"Month"

means a calendar month;

"NHS Functions"

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

"Older Peoples' Mental Health Scheme"

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

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"Overarching Aims and Outcomes"

means the aims and outcomes set out in Clause 7;

"Partnership Arrangements"

means the partnership arrangements described in Clause 6.1;

"Performance Management Framework"

is defined in Clause 16.1;

"Personal Data"

has the meaning set out in the DPA;

"Quarter"

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

"Records"

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

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

"Regulations"

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

"Relevant Employees"

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

"Relevant Transfer"

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

"Remedial Action Plan"

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

"Section 75"

means Section 75 of the National Health Service Act 2006;

"Service Levels"

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

"Service Specification"

in relation to the relevant Integrated Provider Scheme;

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

"Service Users"

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

"Services"

means the relevant Integrated Provider Scheme Services as applicable;

"Substance Misuse Scheme"

means the scheme described in more detail in the specification set out at Annex 2 to this Agreement;

"the Act"

means the National Health Service Act 2006;

"Term"

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

"Terminating Previous Agreements"

means those agreements detailed in Schedule 1 Part 1

"Terms of Reference"

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

"Transferee Party"

has the meaning in Clause 32.1;

"Transferor Party"

has the meaning in Clause 32.1;

"Transfer Regulations"

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

"Transferring Employees"

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

"Trust Employees"

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

"Working Age Scheme"

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

"Working Day"

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

- 4.2 A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument, Guidance or the like shall include a reference to any amendment or re-enactment.
- 4.3 Words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.

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- 4.4 Words preceding “include”, “includes”, “including” and “included” are to be construed without limitation by the words which follow those words unless inconsistent with the context and the rule of interpretation known as ejusdem generis shall not apply.
- 4.5 Headings are for convenience only and are not to be taken into consideration interpreting this Agreement.
- 4.6 References to Schedules and Annexes are references to Schedules and Annexes of this Agreement and a reference to a paragraph is a reference to the paragraph in the Schedule containing such a reference.
- 4.7 The Schedules and Annexes shall be deemed to form and be read and construed as part of this Agreement.

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SECTION 2: OUTLINE OF THE ARRANGEMENTS

5 TERM

- 5.1 This Agreement shall take effect on the Commencement Date.
- 5.2 This Agreement may be terminated by either Party on not less than 6 month's written notice to expire no earlier than 23:59 on 31 March 2013 or any subsequent anniversary of that date.
- 5.3 This Agreement may be terminated in accordance with the provisions of this Agreement.

6 BRIEF OVERVIEW OF THE ARRANGMENTS

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

7 OVERARCHING AIMS AND OUTCOMES

- 7.1 The agreed aims and outcomes of the Partnership Arrangements are to deliver modern mental health care services to ensure the following seven outcomes,
 - 7.1.1 Improved health;
 - 7.1.2 Improved quality of life;
 - 7.1.3 Making a positive contribution;
 - 7.1.4 Exercise of choice and control;
 - 7.1.5 Freedom from discrimination;
 - 7.1.6 Economic well-being; and
 - 7.1.7 Personal dignity

8 INITIAL INTEGRATED PROVIDER SCHEMES

- 8.1 The Initial Integrated Provider Schemes are as follows;
 - 8.1.1 Working Age Scheme;
 - 8.1.2 Substance Misuse Scheme;
 - 8.1.3 Forensic Scheme;
 - 8.1.4 Older Peoples' Mental Health Scheme; and
 - 8.1.5 Carers Scheme.
- 8.2 The Parties will notify the Department of Health of the Initial Integrated Provider Schemes immediately following the Commencement Date in accordance with the guidance issued by the Department of Health (insofar as this may not have been done already).

9 ADDING AND VARYING INTEGRATED PROVIDER SCHEMES

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- 9.1 The Parties may by agreement add additional Integrated Provider Schemes to this Agreement by annexing additional Annexes to this Agreement signed by the Parties. The annexes will be in the form set out in Schedule 2 with such amendments as shall be agreed between the Parties.
- 9.2 The Parties may by agreement amend the details that apply to an Integrated Provider Scheme or terminate an Integrated Provider Scheme by substituting an amended Annex in the place of the existing one (signed by the parties) or deleting an Annex (as applicable) in accordance with the Regulations and all other legal requirements.
- 9.3 The Parties note that where a variation or change is proposed to an Integrated Provider Scheme (including a change to the Service Specification or the agreement of a Service Specification in accordance with Clause 24.6) this may require a variation or change under the Commissioning Contract in accordance with the terms of the Commissioning Contract. No variation shall be made to an Integrated Provider Scheme unless the Trust can obtain a variation or change under the Commissioning Contract which is acceptable to the Trust.
- 9.4 In the event that a Commissioner seeks a variation or change under a Commissioning Contract which will impact on an Integrated Provider Scheme the Parties shall meet to agree any changes which may be required to the Integrated Provider Scheme provided that if agreement cannot be reached then either Party may terminate this Agreement with effect from the date that the variation or change is to take effect.
- 9.5 No amendments will be made to the form of the Annex in Schedule 2 or the terms of this Agreement in relation to any Integrated Provider Scheme in so far as this would cause the Parties to be in breach of the Regulations or any other legal requirements.
- 9.6 The Parties will carry out all consultation required by the Regulations and law in relation to the addition or amendment of a Integrated Provider Scheme.
- 9.7 The Parties will immediately following the commencement or amendment or termination of a Integrated Provider Scheme notify the Department of Health as required by guidance issued by the Department of Health.

10 TERMINATION OF SERVICES IN COMMISSIONING CONTRACT

- 10.1 Should:
 - 10.1.1 there be any proposals to withdraw a service included in an Integrated Provider Scheme from a Commissioning Contract; or
 - 10.1.2 a Commissioning Contract is due to terminate (whether by expiry notice or otherwise) and it is not certain whether a new Commissioning Contract will be entered into in respect of a service in the terminating Commissioning Contractthen the Parties shall meet to consider, discuss and agree any appropriate changes to this Agreement.
- 10.2 If the Parties are unable to agree the appropriate changes to this Agreement in accordance with Clause 10.1 by one month prior to the withdrawal of the relevant service from the relevant Commissioning Contract or the termination of the Commissioning Contract then either Party may terminate this agreement in relation to the relevant service in respect of which there will no longer be a Commissioning Contract with effect from the date that it is no longer included in a Commissioning Contract.

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11 STATUS OF ANNEXES IN RELATION TO INTEGRATED PROVIDER SCHEMES

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

12 POWERS IN RELATION TO INTEGRATED PROVIDER SCHEMES

- 12.1 Insofar as any Integrated Provider Scheme requires the Trust to exercise any Local Authority Health-Related Functions:

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

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

12.1.3 the Local Authority delegates to the Trust the Local Authority Health-Related Functions for the purposes stated in this Agreement.

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

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

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

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

- 12.3 For the avoidance of doubt, the Local Authority shall not exercise any NHS Functions and the Trust shall not exercise any Local Authority Health Related Functions otherwise than in accordance with:

12.3.1 the provisions of this Agreement;

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

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

13 PREVIOUS AGREEMENTS

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

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

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

14 DELEGATION OF FUNCTIONS

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

- 14.2 This Agreement does not affect:

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

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

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SECTION 3: GOVERNANCE ARRANGEMENTS

15 JOINT MANAGEMENT BOARD AND INTEGRATED PROVIDER SCHEME MANAGEMENT

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

16 PERFORMANCE MANAGEMENT

- 16.1 The Commissioning Directorate of Surrey County Council Adult Social Care will recommend to the Parties the performance management framework for this Agreement prior to the commencement of the financial year 2012/13 and of each subsequent financial year for the Integrated Provider Schemes. The framework approved by the Parties from time to time will be the “**Performance Management Framework**”.
- 16.2 The intention is that as part of the Performance Management Framework the Parties will agree before the commencement of each Financial Year a spreadsheet containing the key performance indicators for this Agreement and the Integrated Provider Schemes for the forthcoming Financial Year (the “**KPI spreadsheet**”). This will include details of how performance against those key performance indicators will be measured, by whom and at what intervals.
- 16.3 In the event that an additional Integrated Provider Scheme is added during a Financial Year or an Integrated Provider Scheme is varied or terminated the Commissioning Directorate of Surrey County Council Adult Social Care will consider and make recommendations to the Parties on what changes need to be made to the KPI Spreadsheet.

17 PERFORMANCE MANAGEMENT OF THE INTEGRATED PROVIDER SCHEME

- 17.1 The Joint Management Board will monitor the performance of each Integrated Provider Scheme in accordance with the Performance Management Framework.
- 17.2 The Trust shall co-operate and provide such information, reports or data as required by the Joint Management Board to allow the Joint Management Board to monitor the provision of the Services.
- 17.3 Without prejudice to Clause 17.2 the Trust shall provide the Parties (acting through the Joint Management Board) with the results of any audit, evaluation, inspection, investigation or research in relation to the commissioning or provision of the Integrated Provider Scheme Services.
- 17.4 As a result of consideration of the information monitored in Clause 17.2 and 17.3 the Joint Management Board may issue a notice to the Trust describing a performance deficiency and requiring the rectification of the deficiency (a “**Deficiency Notice**”).

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- 17.5 Where a Deficiency Notice is issued in accordance with Clause 17.4 above the Joint Management Board may require and the Trust shall agree a Remedial Action Plan to be implemented by the Trust at the Trust's expense, such agreement not to be unreasonably withheld.

18 REVIEWS

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

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- 18.5 Reviews may be held more frequently on the agreement of both Parties, if it is deemed necessary for the continued effective working of the Agreement and the Services.

19 PROFESSIONAL GOVERNANCE

- 19.1 The Trust is subject to a duty of clinical governance that is a framework through which the Trust is accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish
- 19.2 The Trust in consultation with the Joint Management Board will be responsible for ensuring that suitable clinical governance arrangements are put in place for each of the Integrated Provider Schemes and the Parties will comply with these arrangements
- 19.3 The Local Authority is subject to statutory duties in relation to the provision of social work services to Service Users within the county of Surrey and the standards to which such services must be provided.
- 19.4 The Joint Management Board will be responsible for ensuring that suitable professional social work governance arrangements are put in place for each of the Integrated Provider Schemes and the Parties will comply with these arrangements.

20 PROFESSIONAL ACCOUNTABILITY

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

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SECTION 4: ARRANGEMENTS ON INTEGRATED PROVIDER SCHEMES

21 INTEGRATED PROVIDER SCHEME ARRANGEMENTS

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

22 THE INTEGRATED PROVIDER SCHEME SERVICES

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

23 EMERGENCY EVENT

- 23.1 On the occurrence of an Emergency Event in relation to an Integrated Provider Scheme:
 - 23.1.1 The Trust shall use all reasonable endeavours to ensure continuity of the relevant Integrated Provider Scheme Services by Providers and to mitigate the effect of the Emergency Event;
 - 23.1.2 the Joint Management Board shall be convened on a date and at a place agreed by both Parties;
 - 23.1.3 the Joint Management Board shall advise ways in which disruption of the affected Integrated Provider Scheme Services can be mitigated having regard to the resources available to the Parties;

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- 23.1.4 the Parties shall use all reasonable endeavours to cooperate with each other to mitigate the effect of the Emergency Event on the provision of the relevant Integrated Provider Scheme Services;
- 23.1.5 where the Joint Management Board identifies a need for additional resources as a consequence of no failure, breach or default by either Party, the Parties will cause an overspend in the relevant Budget(s) the provisions dealing with overspend in Clause 25.9 to 25.14 shall apply as applicable.

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SECTION 5: RESOURCES ON INTEGRATED PROVIDER SCHEMES

24 BUDGET CONTRIBUTIONS

Aligned Budgets

- 24.1 An “**Aligned Budget**” means the budget for an Integrated Provider Scheme or in respect of elements of the Integrated Scheme comprising financial commitments from the Local Authority and the Trust in accordance with this Clause 24. It is agreed for the avoidance of doubt that such budget is not a pooled budget for the purposes of the Regulations and the provisions of Clause 25.1 shall apply;
- 24.2 The Annex for each Integrated Provider Scheme shall state whether a single Aligned Budget or more than one Aligned Budget shall apply in relation to that scheme and shall include details of this. All budgets are in respect of revenue expenditure and shall not be spent on Capital Expenditure.
- 24.3 In relation to each Aligned Budget:
- 24.3.1 the budget to be allocated by the Trust for the management and the provision of the relevant Integrated Provider Scheme Services as relate to the Trust’s NHS Functions shall be called the “ **Aligned Trust Budget**”; and
- 24.3.2 the budget to be allocated by the Local Authority for the management and the provision of the relevant Integrated Provider Scheme Services as relate to the Local Authority Health-Related Functions shall be called the “**Aligned Local Authority Budget**”.

Setting Aligned Budgets

- 24.4 Details of the Trust Budget and the Local Authority Budget for each of the Aligned Budgets for the Initial Integrated Provider Scheme(s)] for the first Financial Year are set out in the relevant Annexes.
- 24.5 In the event that a Integrated Provider Scheme is added to this Agreement the Parties shall agree in writing the Aligned Trust Budget and the Aligned Local Authority Budget for any Aligned Budget in that Scheme for the Financial Year in which the scheme is added and include these details in the Annex for that Scheme.
- 24.6 In relation to each Integrated Provider Scheme the Parties shall agree as early as soon as reasonably possible prior to the commencement of each Financial Year (after the initial Financial Year when the Integrated Provide Scheme was included in this Agreement):
- 24.6.1 subject to Clause 9.3 the specification of services for the relevant Scheme that Financial Year, which shall be the “Services Specification” for that Financial Year; and
- 24.6.2 the financial contributions of the parties for that Scheme for that Financial Year and the Aligned Budget or Budgets for that Financial Year;
- 24.7 Notwithstanding any other provision of this Agreement, the Parties shall act in good faith and reasonably when seeking to agree the matters in Clause 24.6.

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

Reducing Financial Budgets during a Financial Year

- 24.9 Each Party may during a Financial Year and on no less than [two month]'s written notice (a "Reduction Notice") to the other Party withdraw up to 10% of its contributions to an Aligned Budget for that Financial Year
- 24.10 In the event that a Reduction Notice is served the Parties shall meet to agree how the reduction in contribution shall be dealt with in order that there shall not be an overspend in the relevant Aligned Budget (which may include making changes to the Services in the relevant Integrated Provider Scheme).
- 24.11 In reaching agreement pursuant to Clauses 24.10, the Parties shall act in good faith to each other.
- 24.12 In the event that agreement cannot be reached within [one] month of the giving of a Reduction Notice either Party may elect to terminate this Agreement or the specific integrated provider scheme which this relates to by giving written notice to the other to the other Party and if such notice to terminate is given this Agreement shall terminate upon the date of expiry of the notice given in the Reduction Notice.

Payment arrangements

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

25 ALIGNED BUDGETS

Financial governance

- 25.1 The Parties acknowledge that Section 75 and the Regulations permit the Aligned Trust Budget and Aligned Local Authority Budget which form part of the Aligned Budget to be spent only in performance of the NHS Functions and Local Authority Health-Related Functions respectively.
- 25.2 The Trust shall not use monies from the Aligned Local Authority Budget to finance any services other than those Integrated Provider Scheme Services which are delivered to Service Users in exercise of the Local Authority Health-Related Functions and the Trust shall not use monies from the Aligned Trust Budget which forms part of the Aligned Budget to finance any services other than those Services which are delivered to Service Users in exercise of the NHS Functions.
- 25.3 The Trust shall use all reasonable endeavours to ensure that the NHS Functions and Local Authority Health-Related Functions are delivered in accordance with this Agreement within the parameters of the Aligned Trust Budget and the Aligned Local Authority Budget in each Financial Year PROVIDED for the avoidance of doubt the Trust shall not be liable for breach of this clause to the extent that:
- 25.3.1 it is acting in accordance with the terms of this Agreement;

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- 25.3.2 under the directions of the Joint Management Board or the Parties; or
- 25.3.3 any such overspend shall be caused by circumstances beyond its reasonable control including increased demand for services

Budget underspend

- 25.4 The Trust shall notify the Parties of any projected underspend in relation to the amount of the Aligned Budget forecast to be spent within a reasonable period of time of becoming aware of the projected underspend.
- 25.5 The Trust's notice pursuant to Clause 25.4 shall allocate the underspend to either or both the Aligned Trust Budget or the Aligned Local Authority Budget having regard to the nature of the underspend and whether and to what extent it relates to the NHS Functions and the Local Authority Health-Related Functions respectively).
- 25.6 The Parties shall discuss any underspend notified to them and shall agree the allocation of the underspend between the Aligned Trust Budget and the Aligned Local Authority Budget.
- 25.7 Unless the Parties shall agree otherwise all underspends shall be retained in the relevant Aligned Budget until the end of the Financial Year for contingencies.
- 25.8 At the end of a Financial Year or upon termination of this Agreement any underspend remaining in the Aligned Trust Budget shall belong to the Trust and any underspend in the Aligned Local Authority Budget shall belong to the Local Authority.

Budget overspend

- 25.9 The Trust shall notify the Parties of any projected overspend in relation to the amount of the Aligned Budget, together with a written explanation as soon as reasonably possible after becoming aware of the projected overspend.
- 25.10 Where the Trust's forecast made pursuant to Clause 25.9 predicts an overspend the Trust shall the Parties shall endeavour to:
 - 25.10.1 agree the extent if any to which the overspend is due to a breach by the Trust of Clause 25.3;
 - 25.10.2 (to the extent that it is not) allocate the overspend to either or both the Aligned Trust Budget or the Aligned Local Authority Budget having regard to the nature of the overspend and whether and to what extent it relates to the NHS Functions and the Local Authority Health-Related Functions respectively; and
 - 25.10.3 an action plan to manage the overspend so as to eliminate it over the remainder of the Financial Year (including making changes to the Services in the Integrated Provider Scheme in order to eliminate the overspend subject to the provisions of Clause 9.3.
- 25.11 The Trust may agree in its absolute discretion to increase the amount of the Aligned Trust Budget in order to cover any overspend.
- 25.12 The Local Authority may agree in its absolute discretion to increase the amount of the Aligned Local Authority Budget in order to cover any overspend.

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- 25.13 In reaching agreement pursuant to Clauses 25.10, the Parties shall act in good faith to each other.
- 25.14 In the event that agreement cannot be reached on an overspend pursuant to Clause 25.10 such that there will be no overspend by the end of the Financial Year either party may terminate this Agreement by giving one months' written notice to the other. For the avoidance of doubt the parties shall be able to determine this Agreement pursuant to this Clause 25.14 notwithstanding that one of the Parties may be in dispute on whether there has been a breach of Clause 25.13 or that the matter is subject to a the dispute resolution process.

26 FINANCIAL ASSESSMENT AND CHARGING

Charging for Local Authority Services

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

Payment and Accounting for receipts from charges

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

27 PAYMENTS AND VALUE ADDED TAX ('VAT')

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

28 OTHER CONTRIBUTIONS

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

29 GRANTS

- 29.1 Where either Party identifies an opportunity to apply for a grant relevant to the Services it shall inform the other Party and the Joint Management Board.
- 29.2 The Joint Management Board shall decide whether an application for the grant should be made having regard to:
- 29.2.1 the purposes of the Agreement;
 - 29.2.2 the purposes of the grant;
 - 29.2.3 any conditions attached to the grant including, in particular, restrictions on the use of the grant and conditions relating to repayment.
- 29.3 The Joint Management Board shall also decide:

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

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SECTION 6: FURTHER PROVISION ON STAFF IN RELATION TO SCHEMES

30 Staffing

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

31 General Provisions on Staffing

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

32 Relevant Transfers

- 32.1 If, notwithstanding Clause 30.1 above or following review of an amendment to a Integrated Provider Scheme or the addition of an additional Integrated Provider Scheme under Clause 9.1 above a Relevant Transfer shall occur the Party from whose employment the Transferring Employees shall transfer (“**the Transferor Party**”) shall indemnify the Party to whom the Transferring Employees shall transfer (“**the Transferee Party**”) in respect of all liabilities as shall be referable to any of its acts or omissions occurring prior to the date of the relevant transfer and the Transferee Party shall give a similar indemnity to the Transferor Party in respect of any of its acts or omissions on or after the date of transfer and shall also indemnify the Transferor Party for any liabilities arising out of any representations made in respect of the relevant employee’s employment as may amount to an anticipatory breach of contract. For the avoidance of doubt the indemnities in this clause shall extend also to liabilities for any breach by either Party of its obligations to inform and consult under the Transfer Regulations.
- 32.2 The Transferor Party shall comply with its obligations to provide employee liability information as provided for by regulation 11 of the Transferor Regulations as soon as reasonably practicable and in any event in compliance with time period referred to in that regulation.

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

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SECTION 7: OTHER PROVISIONS ON INTEGRATED PROVIDER SCHEMES

33 AUDIT

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

34 COMPLAINTS

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

35 NON-DISCRIMINATION

- 35.1 Neither Party shall unlawfully discriminate within the meaning of the Equality Act 2010 and any other applicable anti-discrimination statutes or any statutory modification or re-enactment thereof relating to discrimination.
- 35.2 Each Party shall be required to operate an equal opportunities policy for as long as this Agreement is in force and provide the other Party with a copy of any such policy at the other Party's request.
- 35.3 Each Party shall ensure that its policies comply with all statutory obligations as regards discrimination on the grounds of colour, race, nationality cultural and ethnic origin marital status, gender, age, disability, religion or sexual orientation in relation to:

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

36 RECORDS

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

37 INFORMATION

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

38 TERMINATION

- 38.1 The Parties agree that: a Party may only exercise the rights of termination under Clause 38.2 if
 - 38.1.1 it has attempted to resolve in good faith any dispute between them in relation to the relevant matters in Clauses 38.2.1 to 38.2.4 under the procedure in Clauses 57.3 and (where necessary) 57.4; and
 - 38.1.2 in the reasonable opinion of the Party exercising the right to terminate the dispute has been resolved.
- 38.2 Without prejudice to any other right or remedy it may possess either Party shall be entitled upon the happening of any of the following events to terminate the agreement upon giving a reasonable period of notice to the other party (such notice being not less than one month):
 - 38.2.1 If the other Party commits a material breach of this Agreement and the other Party has refused to or has otherwise failed to initiate appropriate steps or actions to remedy the material within a period of one month from the date of notification being received from the first Party; or
 - 38.2.2 Where a Remedial Action Plan has been agreed in accordance with Clause 17.5 and fails to take appropriate actions in order to comply with the terms of such Remedial Action Plan within a period of one month from the Remedial Action Plan being agreed; or

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- 38.2.3 if the other Party, having in the first Party's reasonable opinion so failed to provide the Integrated Provider Scheme Services adequately in so far as the obligations relate to that Party or otherwise fulfil its obligations under this Agreement as to place the health and welfare of any Service User and/or any employee of the first Party in jeopardy.
- 38.2.4 If there is a change in Law, the effect of which means that either Party cannot discharge its obligations under this Agreement without being in breach of the Law;

39 EFFECTS OF TERMINATION

- 39.1 With effect from the service of any notice of termination of this Agreement the Parties shall work together and co-operate to ensure that the winding down of the Integrated Provider Scheme Services and activities to the separate responsibilities of the Trust and the Local Authority is carried out smoothly and with as little disruption as possible to Service Users, Staff, the Parties and any third parties involved in the arrangements. The Parties shall endeavour to minimise any disruption of the Integrated Provider Scheme Services and any risk to the health and safety of Service Users and shall not take any action to prejudice or hinder the same.
- 39.2 For the avoidance of doubt:
- 39.2.1 where notice does not take immediate effect then the provisions of Clause 39.1 shall apply during the period of notice
- 39.2.2 The provisions of Clause 39.1 shall apply in all cases after termination of this Agreement
- 39.3 Termination shall be without prejudice to the Parties rights in respect of any antecedent breach of the provisions of this Agreement
- 39.4 The following clauses of this Agreement shall survive termination howsoever caused:
- Clause 4 (Interpretation)
 - Clause 33 (Audit)
 - Clause 36 (Records)
 - Clause 37 (Information)
 - Clause 39 (Effects of Termination)
 - Clause 40 (Indemnity and Insurance)
 - Clause 41 (Confidentiality)
 - Clause 42 (Freedom of Information)
 - Clause 43 (Data Protection)
 - Clause 45 (Payment of Legal Costs)
 - Clause 46 (Intellectual Property Rights)
 - Clause 47 (Prevention of Corruption)
 - Clause 48 (Severance)
 - Clause 52 (Third Party Rights)
 - Clause 54 (Waiver)
 - Clause 55 (Notices)
 - Clause 57 (Dispute Resolution)
 - Clause 0 (Governing Law)

40 INDEMNITY AND INSURANCE

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- 40.1 In this Clause 40, “**liabilities**” shall be deemed to include all costs claims liabilities expenses and demands made against or suffered or incurred by the relevant Party including (but not limited to) the following matters:
- 40.1.1 public liability;
 - 40.1.2 employer’s liability;
 - 40.1.3 professional indemnity (including but not limited to officers liability and clinical negligence);
 - 40.1.4** employment claims including (but not limited to) claims for:
 - a) damages, costs and expenditure including (but not limited to) claims for wrongful and unfair dismissal and under Transfer of Undertakings (Protection of Employment) Regulations 1981;
 - b) damages, costs and expenditure in relation to sex, race or disability discrimination and equal pay claims;
 - c) other claims for breach of employment contract.
 - 40.1.5 Ombudsman awards;
 - 40.1.6 claims for breach of the Human Rights Act 1998 and claims in public law;
- and “liability” shall be construed accordingly.

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

Indemnities

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

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extent that such liability shall arise out of any act or omission of the other Party or its employees and contractors.

Insurance arrangements

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

Uninsured Liability Payments

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

Alternative Arrangements

- 40.11 The Parties may agree alternative insurance and indemnity arrangements to the foregoing from time to time.
- 40.12 This Clause 40 shall survive in all respects the expiry of this Agreement or its termination for any reason.

41 CONFIDENTIALITY

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

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- 41.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Agreement;
- 41.1.2 the provisions of this Clause 41 shall not apply to any Confidential Information which:
- a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or
 - b) is obtained by a third party who is lawfully authorised to disclose such information; or
 - c) is authorised for release by the prior written consent of the Discloser of such Confidential Information to the Recipient; or
 - d) is required to be disclosed to the professional advisors, including auditors, lawyers, independent consultants, advisors, insurers and bankers of each Party provided that the Receiving Party ensures that the person receiving the Confidential Information is made aware and agrees to be bound by the terms of this Clause 41;
 - e) in circumstances other than those in paragraph (d) the disclosure of which is required to ensure the compliance of the Local Authority or Trust with this Agreement; or
- 41.2 Nothing in this Clause 41 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise required by any Law.
- 41.3 Without prejudice to the generality of Clauses 41.1.2 and Clause 42.1 the provisions of this Clause 41 are subject to the respective obligations and commitments of the Parties under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004.

42 FREEDOM OF INFORMATION

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

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43 DATA PROTECTION

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

44 REPRESENTATIONS AND WARRANTIES

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

45 PAYMENT OF LEGAL COSTS

- 45.1 The Parties agree that each shall bear their respective legal costs incurred in connection with this Agreement.

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46 INTELLECTUAL PROPERTY RIGHTS

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

47 PREVENTION OF CORRUPTION

- 47.1 If either Party or any of its employees or officers or anyone acting on their behalf (with or without the Party's knowledge):
 - 47.1.1 makes a gift or some other consideration to any person with the intent of obtaining some benefit in relation to the Agreement; and/or
 - 47.1.2 puts pressure on any person with the intent of obtaining some benefit in relation to the Agreement; and/or
 - 47.1.3 commits any offence under the Prevention of Corruption Acts 1889 to 1916; and/or
 - 47.1.4 commits any other similar offence under any subsequent legislation;

then the other Party shall have the right to immediately terminate the Agreement on giving notice except where in the reasonable opinion of the enforcing Party:

- 47.1.5 the action or offence described in Clauses 47.1 is an isolated and infrequent incident; and
- 47.1.6 the other Party has taken reasonable steps to avoid the commission by any of its officers, employees or anyone acting on its behalf of any such action or offence and the other Party has taken reasonable steps (including where appropriate the dismissal of any employee or officer) to prevent the future commission by any of its employees or officers or anyone acting on its behalf of any such action or offence; and
- 47.1.7 such action or offence has not been authorised, endorsed or condoned by the enforcing Party.

48 SEVERANCE

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

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48.3 In the event the Parties are unable to agree as to the suitable alternative provisions or amendment then the parties shall refer the matter to the dispute resolution process in Clause 57.

49 CHANGE IN LAW

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

50 RELATIONSHIP BETWEEN THE PARTIES

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

51 ASSIGNMENT AND SUB CONTRACTING

51.1 Neither Party shall

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

51.1.2 subcontract any of its rights or obligations

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

52 THIRD PARTY RIGHTS

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

53 VARIATION

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

54 WAIVER

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

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

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

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55 NOTICES

- 55.1 No notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party sending the communication.
- 55.2 Any notice or other communication which is to be given by either Party to the other shall be:
- 55.2.1.1 delivered by hand
 - 55.2.1.2 sent by post, registered post or by the recorded delivery service;
 - 55.2.1.3 sent by facsimile transmission; or
 - 55.2.1.4 electronic mail.
- 55.3 The address for the Local Authority shall be:
- Assistant Director of Personal Care and Support within Adult Care
Surrey County Council
County Hall
Penrhyn Road
Kingston-upon-Thames
Surrey
KT1 2DN;
- 55.4 The address for the Trust shall be:
- Director of Quality
Surrey and Borders Partnership NHS Foundation Trust
18 Mole Business Park, Leatherhead
Surrey,
KT22 7AD
- 55.5 Either Party may change its address for service by serving a notice on the other Party in accordance with this Clause.
- 55.6 A notice or communication shall be deemed to have been given:
- 55.6.1 in the case of delivery by hand on delivery;
 - 55.6.2 in the case of posting a letter 2 (two) Working Days after the day on which the letter was posted; and
 - 55.6.3 in the case of electronic mail or facsimile transmission 4 (four) hours after sending provided the relevant notice or communication is not returned as undelivered;
- or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

56 FURTHER ASSURANCES

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

57 DISPUTE RESOLUTION PROCEDURE

- 57.1 Any dispute relating to the Agreement shall be dealt with in accordance with this Clause 57.
- 57.2 In the event of any dispute arising under this Agreement, including a dispute as to the validity of this Agreement, the Parties shall continue their performance of this Agreement (unless the Parties agree in writing not to do so).
- 57.3 Any dispute shall be referred in the first instance to the Joint Management Board which shall endeavour to resolve the dispute within 28 (twenty eight) days. If no resolution is possible within 28 (twenty eight) days, the dispute shall be referred to the Chief Executive Officer of the Trust and the Strategic Director of the Council.
- 57.4 If, following referral of the dispute in accordance with Clause 57.3, the dispute still has not been resolved after 14 (fourteen) days of being referred to the Chief Executive Officer of the Trust and the Strategic Director of the Council, disputes shall be dealt with in accordance with Clauses 57.5 and 57.6.
- 57.5 Either Party may serve notice in writing (the “**Mediation Notice**”) to the other requiring mediation of the dispute. The Parties shall within 5 days of service of the Mediation Notice seek to agree the mediator to be used for the mediation. In the event the Parties cannot agree a mediator in accordance with this Clause 57.5, either Party may write to the Centre for Dispute Resolution (“**CEDR**”) requesting that it nominate a mediator. The Parties hereby agree to use whichever mediator CEDR nominate, save where such mediator is unavailable to commence the mediation in accordance with Clause 57.6, in which case either Party may write to the CEDR requesting that it nominate an alternative mediator
- 57.6 The mediation shall commence within 28 days of the Mediation Notice being served. The Parties shall co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and shall pay his costs as he shall determine or, in the absence of such determination, such costs shall be shared equally.
- 57.7 If, following referral of the dispute in accordance with Clause 57.5, the dispute still has not been within twenty eight (28) days of being referred disputes shall be dealt with in accordance with Clauses 57.8 to 57.13.
- 57.8 All disputes, to the extent not finally resolved pursuant to Clauses 57.1 to 57.6 shall be referred to arbitration pursuant to the following:
- 57.8.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
 - 57.8.2 the party initiating the arbitration shall give a notice of arbitration to the other party (the "**Arbitration Notice**") stating:
 - 57.8.2.1 that the dispute is referred to arbitration; and
 - 57.8.2.2 details of the issues to be resolved.
- 57.9 It is agreed between the parties that the arbitral tribunal shall comprise three arbitrators one of whom shall be the chairman of the tribunal. The party initiating the arbitration shall in the Arbitration Notice nominate an arbitrator and call on the other party to nominate the second

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arbitrator within ten (10) days of the Arbitration Notice. The chairman of the tribunal shall be appointed by agreement between the two arbitrators appointed in accordance with this paragraph.

- 57.10 Should a vacancy arise because any arbitrator dies, resigns, refuses to act or becomes incapable of performing his functions, the vacancy shall be filled by the method by which the arbitrator was originally appointed.
- 57.11 If the parties fail to agree the appointment of the arbitrators within ten (10) days of the Arbitration Notice being issued by the party under paragraph 57.9.2, the arbitrators shall be appointed by the President or Deputy President of the Chartered Institute of Arbitration.
- 57.12 The arbitration is to be held in London, in the English language and England shall be the seat of arbitration.
- 57.13 The award of the arbitral tribunal shall be final.
- 57.14 Nothing in this Clause 57 shall limit the right of either Party to seek interim relief in the courts (whether on a without party notice or otherwise) where damages would not be an adequate remedy.

58 ENTIRE AGREEMENT

- 58.1 Save to the extent expressly provided for in this Agreement, this Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 58.2 Each Party confirms that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statements, warranties, representations, warranties or understandings (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than is expressly set out in this Agreement as a warranty. However nothing in this Agreement purports to exclude liability on the part of either party for fraudulent misrepresentation.

59 GOVERNING LAW

- 59.1 This Agreement and any dispute or claim arising out of or relating to or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- 59.2 Subject to the provisions of Clause 57 (Dispute Resolution) of this Agreement, all disputes and claims arising out of or relating to or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which both parties irrevocably submit.

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IN WITNESS whereof the Parties have executed this Agreement on the day and year first before written:²

EXECUTED BY

the affixing of **THE COMMON SEAL** of
SURREY AND BORDERS PARTNERSHIP NHS FOUNDATION TRUST

EXECUTED BY

the affixing of **THE COMMON SEAL** of
SURREY COUNTY COUNCIL

² The Council's preference is for execution under hand. SABP will check their preference and their SOs/SFIs

SCHEDULE 1- PREVIOUS AGREEMENTS

Part 1

Details of the Terminating Previous Agreements

	Date of Agreement	Parties	Name of Agreement	Comments
1			Memorandum of understanding	Subsumed within main Section 75 overarching agreement
2	1 st December 2010		Section 75 Agreement relating to carers	Subsumed within main Section 75 overarching agreement

Part 2

Special provisions relating to termination of the agreements³

Clauses 5.2, 5.3, 6.1, 6.3, 6.4, 6.7 to 6.12, 7, 9.3, 10, 11 to 15, 17 to 20 and 22 of the Terminating Previous Agreement listed at Row 2 of Part 1 of Schedule 1 above shall survive the termination pursuant to Clause 13.1 above of such Terminating Previous Agreement.

³ Council to confirm

SCHEDULE 2- PROFORMA FOR INTEGRATED PROVIDER SCHEME DETAILS

OVERVIEW OF INTEGRATED PROVIDER SCHEME⁴

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

OVERVIEW OF INTEGRATED PROVIDER SCHEME

Insert details.

AIMS AND OUTCOMES

Insert details

FUNCTIONS INCLUDED

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

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

SERVICE SPECIFICATION (INCLUDING THE SERVICE LEVELS) FOR [2011/2012] FINANCIAL YEAR

This should include any eligibility criteria.

GOVERNANCE ARRANGEMENTS

As in the Overarching Agreement with the following changes:

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

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

FINANCIAL RESOURCES

Financial Year 2012/2013

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

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

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

STAFF⁵

Local Authority staff to be made available to the arrangements

Trust staff to be made available to the arrangements

OTHER RESOURCES

Local Authority contribution

	Details	Charging arrangements⁶	Comments
Premises			
Assets and equipment			
Contracts			
Central support services			

Trust Contribution

	Details	Charging arrangements⁷	Comments
Premises			
Assets and equipment			
Contracts			
Central support services			

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

⁵ Drafting note; this section should also make it clear which budgets the costs of the staff are to be met or whether they are being provided in addition to the other contributions.

⁶ Drafting note; are these to be provided free of charge or is there to a charge made to a relevant fund? Where there are aligned budgets any recharge will need to be allocated between the Trust Budget and the Local Authority Budget on such a basis that there is no "mixing" of resources.

⁷ Drafting note; are these to be provided free of charge or is there to a charge made to a relevant fund. Where there are aligned budgets any recharge will need to be allocated between the Trust Budget and the Local Authority Budget on such a basis that there is no "mixing" of resources?

SCHEDULE 3- TERMS OF REFERENCE OF JOINT MANAGEMENT BOARD

TERMS OF REFERENCE **for** **SCC/SABFT Joint Management Board.**

Introduction

Surrey County Council, Hampshire County Council and Surrey and Borders Partnership NHS Foundation Trust have been working in partnership since 2005. In Surrey this is underpinned by a Memorandum of Understanding. The partnership has endorsed joint working arrangements and management structures within adult mental health services. The current arrangement is currently under review in the light of Section 75 of the Health Act 2000 in order to place the arrangements on a more formal and explicit footing. The main role for JMB will be to take responsibility for the delivery of the objectives of the Integrated Provider Schemes as described in the Section 75 agreement between the Local Authority and the Trust.

Aim

To agree, develop and monitor robust processes and working practices whereby the core strategic business and service objectives are agreed and implemented on behalf of the respective organisations through Health and Social Care integrated provision operating from within Adults of Working Age, Older Adults Mental Mental Health and specialist services.

Status and decision making

The Joint Management Board is not a sub committee for the purposes of the NHS Bodies and Local Authorities Partnership Arrangements Regulations (SI 2000/618).

Decisions will be taken by agreement between a) a Director(s) and/or Officer(s) of Surrey and Borders Partnership NHS Foundation Trust (SABP) using delegated powers and b) a Director (s) and/or Officer(s) of Surrey County Council (SCC) exercising his or her delegated powers. In the event that Agreement cannot be reached by the relevant delegated Directors/Officers of each of the Parties at the Joint Management Board the matter shall be referred to the dispute resolution process commencing at Clause 57.4 of the Overarching Partnership Agreement

Objectives

- Oversee the joint management and staffing arrangements agreed through Section 75.
- Contribute to the delivery of outcomes of the mental health commissioning strategy through the Integrated Provider Schemes
- Develop budget management of the Integrated Provider Schemes with responsibility and accountability within the operations directorate.
- Develop and deliver services based upon performance intelligence on behalf of the Local Authority and the Trust

- Develop joint working protocols and procedures which support safe implementation of agreed strategic and operational objectives
- Agree service and management responsibility which supports the effective implementation of multi agency safeguarding policies procedures and principles
- Deliver integrated services in accordance with:
 - o Surrey County Council eligibility for social care services
 - o Working within the Recovery Model
 - o MHA and statutory provision including the AMHP service
 - o Carers' Assessments
 - o Personalisation though Self Directed Support.

Membership.

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

- Director of Social Work (Chair) - SCC
- Service Manager for Working Age Adults– SABP
- Service Manager – Working Age Adults - SCC
- Service Manager - SABP
- Forensic Manager – SABP
- Senior Professional Lead (SCC)
- Service Manager, Hampshire County Council
- Associate Director, Older Adults– SABP
- Associate Director, Adults of Working Age- SABP (East)
- Associate Director, Adults of Working Age- SABP (West)
- Associate Director, Specialist Services -SABP
- Service Manager, Older Adults -SABP
- Senior Professional Lead - SCC
- Senior Professional Lead – SCC
- Safeguarding Adults Lead – SABP/SCC
- Senior HR Adviser – SCC
- Assistant Senior Manager, Transformation - (SCC)
- Transformation Team Manager - (SCC)
- Mental Health Practice Development Co-ordinator – SCC
- Representative from Learning and Development – SABP
- HR Business Partner – SABP
- HR Manager –SCC

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

Other Attendees

A senior manager from Hampshire County Council will be entitled to attend each meeting of the Joint Management Board

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

Accountability and Reporting

The Joint Management Board will be accountable to and report directly to the Executive Board of the Trust and to the SCC Adults Leadership Team respectively. The minutes of all the Joint Management Board (including an attendance record) shall be formally recorded and submitted to the Operations Management Board and SCC Adults Leadership Team.

SABP and SCC may designate alternative reporting arrangement to their respective organisations from time to time.

Procedural

The Joint Management Board will meet at least monthly

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

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

SCHEDULE 4 – JOINT MANAGEMENT ARRANGEMENTS FOR STAFF

1 Introduction

- 1.1 The partners involved in this agreement are Surrey and Borders Partnership NHS Foundation Trust (SABP employees), and Surrey County Council Adult Services (SCC employees), from here will be referred to as ‘the partners’. The partners support integrated services and teams to provide health and social care services to certain client groups within the population of Surrey. These integrated provider schemes have been established through use of the flexibilities contained within Section 75 of the National Health Service Act 2006. This protocol outlines the partnership arrangements for the management of staff working within integrated services. Each of the partner agencies will continue to be an employing organisation in their own right. For the purposes of this protocol, the employing organisation is the one where a contractual relationship exists.

2 Guiding principles

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

3 Scope

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

4 Employment position of staff

- 4.1 Staff may be appointed by either partner in accordance with funding streams and subject to agreement by both partners for jointly funded posts. The employing organisation is the one that the member of staff is contracted to work for. The host organisation is the one that they will be working for during the term of the assignment to the

integrated services. The recruiting organisation is the organisation which funds and owns the post within the integrated services and is recruiting to fill this. All staff employed following the implementation of this agreement within the integrated services will be remunerated on the employing organisation's reward and remuneration terms and conditions of employment.

- 4.2 When staff are recruited to Surrey County Council or SABP, rules regarding continuation of service will apply as per the employing organisation. The employing organisation will pay salaries and accept all the normal duties and legal responsibilities of an employer including those relating to tax, national insurance and pension contributions.
- 4.3 In the interests of joint working, professional development and staff retention existing staff working within the integrated services are encouraged and entitled to apply for posts which may be designed and funded by the other employing organisation.

5 Continuity of employment

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

6 Assignment

- 6.1 Any SCC staff working within an integrated service will be assigned to carry out their duties as deemed by the partner providing the service. Employees will be provided with written notification regarding arrangements of their assignment.
- 6.2 Assignments within the partnership may be open ended. If the assignment post is for a fixed term and/or at risk of redundancy, the assignee will seek a suitable alternative post within the employing organisation through a redeployment process. Should there be any proposals for change from either partner affecting the posts of staff assigned to the integrated services, then the partner proposing the change will make sure that the assignee is consulted in line with the change policies of their employing organisation.
- 6.3 It is the responsibility of the employing organisation to ensure that all arrangements are in place to facilitate the assignment. Responsibilities of each employing organisation are as follows:
- Agreement on the terms of the assignment between counterparts in each organisation/department including early termination process;
 - Identification of those responsible for the assignee in each organisation/department;
 - Agreement on development needs of the assignee;
 - Arrangements for the payment of all salary, allowances, expenses and the reporting of issues to the integrated services provider and employer such as sick leave, annual leave, other leave, appraisal issues, performance issues, etc. for the assignee or secondee;
 - Appropriate arrangements for accommodation, support, equipment, insurance cover, etc. for the assignee;
 - Agreements on the arrangements for reimbursement of salary, etc. for the assignee;
 - Written confirmation of such agreements between organizations;
 - Arrangements for supervision, access to development opportunities, etc. for the assignee;
 - Agreement with the assignee on arrangements for their return to the employing organization;
 - Mechanisms to keep the assignee informed of all issues relevant to their employment and terms and conditions, e.g. new policies, reorganisation, etc.;
 - Issuing of a letter confirming all relevant conditions and arrangements to the assignee as appropriate;
 - Each employing organisation will ensure they identify training needs of the assignee or secondees and any training needs identified will be incorporated into the training needs analysis and training plan of the partners by agreement.

7 Secondment

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

8 Management of staff

- 8.1 All staff within the integrated services will be managed on a day-to-day basis in accordance with the line management structure. Within a service, an employee of either organisation may provide formal line management. This protocol gives the authority for line managers within the service to act for either organisation in administering HR policies and procedures, including the formal stages of any procedure, in consultation with the relevant HR staff.
- 8.2 Managers will undertake supervision of staff and hold them accountable for their actions. All staff will be expected to comply with all reasonable instructions and directions given to them by managers of either organisation within the integrated provider scheme. There will be agreed arrangements for professional accountability and supervision. Staff from both organisations must ensure that they undertake appropriate training in relevant policies and procedures around people management training.
- 8.3 Managers need to be aware of and familiar with the people management policies and procedures of both organisations, including acting upon advice from HR advisers, occupational health and other specialist advisers from the employing organisation. Managers must make sure that all management actions, including disciplinary action or terminations are carried out in line with the employing organisation's policies and procedures and in accordance with this protocol.
- 8.4 These arrangements are without prejudice to the right of Approved Mental Health Professionals who are Social Workers acting in relation to the health related functions to have direct access to their council head of service and the Surrey County Council's legal department.

9 Terms and conditions of employment

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

10 Payroll arrangements

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

11 Application of policies and procedures

- 11.1 Staff within integrated services will continue to be subject to the HR policies and procedures of their employing organisation. This protocol is designed to give maximum reasonable authority to line managers within the integrated services and host organisation whilst acknowledging that staff may be ultimately accountable to a different employer than that of the line manager.

Disciplinary procedure, performance capability procedure and grievance procedure

- 11.2 These procedures contribute significantly to the creation and maintenance of good employee relations by ensuring that employees are treated fairly and consistently and may help the integrated services to avoid disputes or costly legal actions. Common themes which apply to all three procedures is the importance of identifying and resolving problems as early as possible by taking informal action if appropriate; carrying out fact finding exercises; progressing further action, if problems cannot be resolved, through the formal stages of the appropriate procedures.
- 11.3 Therefore within the context of this joint protocol the relevant line manager within the integrated provider scheme, supported by Human Resources staff from the member of staff's employing organisation, will have the authority to take all necessary informal management action in accordance with all three procedures. They will also have authority to take formal actions, including the issuing of oral warnings and written warnings and actions short of dismissal.
- 11.4 Decisions to dismiss an employee can only be taken by a suitable manager from the employing organisation under the relevant procedure. In addition the relevant manager in the host organisation will have the authority, with appropriate support from Human Resources, to carry out investigations and present their findings to an appropriate senior manager in the member of staff's employing organisation. This may include presenting cases at a formal hearing. All appeals against dismissal will be conducted within the member of staff's employing organisation in accordance with usual procedures.

Bullying and harassment

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

Attendance management

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

Supervision policy and performance appraisal policy

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

Whistle blowing policy

- 11.9 The policy to be used will be that of the employing organisation of the member of staff raising the concern. Where concerns are raised that involve staff from the other organisation, then concerns will be shared with relevant managers in that other organisation. Set out below are the comments and arrangements in both organisations for addressing whistle blowing concerns.

Surrey County Council

- 11.10** Surrey County Council is committed to the highest possible standards of honesty, openness, probity and accountability. It seeks to conduct its affairs in a responsible manner, to ensure that all Council activities are open and effectively managed, and that the Council's integrity and principles of public interest disclosure are sustained. In line with that commitment employees, those working on behalf of the Council and others that we deal with, who have serious concerns about any aspect of the Council's work are encouraged to come forward and voice those concerns with their immediate manager and/or more senior managers. Where any member of staff decides to report a serious incident, whether anonymous or not, this will be treated as a 'protected', internal disclosure' i.e. there will be no adverse repercussions for the member of staff. Staff are encouraged to use an external, independent and confidential Service provided by Expolink helpline **Free phone: 0800 374199.**

Surrey and Borders Partnership NHS Foundation Trust

- 11.11 The Chairman, Chief Executive and Trust Board are committed to the whistle blowing procedure. If staff raise a genuine concern under this procedure, they will not be at risk of losing their job or suffering any form of detriment or retribution as a result. Provided staff are acting honestly and in good faith, it does not matter if they are mistaken or if there is an innocent explanation for their concern. However, if a member of staff is found to have maliciously raised a matter they know is untrue they may be subject to disciplinary action. The Trust will not tolerate harassment or victimisation of anyone raising a genuine concern.
- 11.12 If staff are unsure whether or how to raise a concern or you want advice at any stage then they may contact their staff-side representative. If staff have a concern they should raise it first by telephoning the external, independent and confidential Whistle blowing Service on 0800 197 2814. This service is operational between 8.30am and 6pm on weekdays.

No smoking policy

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

Management of change

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

Other policies

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

General principle on the application of policies:

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

Freedom of information and data protection

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

Equality and diversity

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

Code of conduct including gifts and hospitality

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

12 Recruitment

- 12.1 The employing organisation will appoint a recruiting officer who has overall responsibility for recruitment to posts assigned to the integrated services. The recruitment procedures of the employing organisation will be used to administer the process but joint advertising should always occur subject to the vacancy management protocols of the relevant organisation. Short listing and interview panels will include a representative from each of the organisations wherever possible.

13 New posts

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

14 Access to and information on staff within the integrated services

- 14.1 Partner organisations will have full access to their staff working within the integrated provider scheme. Managers within the integrated services in conjunction with support services will maintain and make available on request to the employing organisation appropriate management information, including details of absence due to annual, sick or special leave and any unauthorised absence. Access to and relevant information on staff will also be made available as appropriate to staff representatives with the consent of the individual.
- 14.2 Both partners will keep up-to-date records of the resources (both employees and posts) they contribute to the integrated services. These records will be reviewed each year as part of the annual review of the integrated services set out in the Section 75 Agreement. The staffing resources review will be lead by the HR lead from each organisation that will work together with operational managers to present and agree the staffing resources at the Joint Management Board.

15 Staff involvement and consultation

- 15.1 All usual arrangements for consultation and discussion with appropriate Trade Unions will be observed as per the arrangements for each organisation. For the purposes of consultation and individual representation the relevant trade union(s) will be involved. Both organisations commit to proper consultation and accept

that this will require the partners to commit to the sharing of information and provision of briefings to the partners in order to help identify any impact on staff within the employing organisations. The employing organisations will consult each other around the process to be followed and in matters of joint interest an appropriate forum for discussion will be agreed.

- 15.2 Both organisations have committed to two formalised Joint Consultative Committee meetings with trades union, senior management and human resources representatives from both organisations. These meetings will be held irrespective of joint consultative meetings focussing on other matters.
- 15.3 Agreement for facilities time will be in accordance with the Trade Union facilities agreements in place within each organisation. Joint commitment has been made to support either organisation's recognised Trade Unions and elected convenors, and every effort will be made to ensure staff are able to be released to act on union business. Costs will be absorbed in current financial arrangements. Any concerns of managers within the hosting organisation about the release of staff to fulfil trade union commitments should be reported to the HR leads and management leads from the employing organisation with a view to finding an appropriate resolution.

16 Training and development

- 16.1 The identification of training needs will be the responsibility of the line managers within the integrated services, working with colleagues in the two training and development departments where appropriate. Training programmes are available to all staff from any partner. All staff within the integrated services will be expected to have personal development plans, the processes for agreeing personal development plans will be considered alongside consideration of the supervision processes and the appropriate appraisal scheme which fits in with the business plan of the service. Where there is an identified need within an integrated team the two organisations will jointly decide how best to meet the need.
- 16.2 Staff from the employing organisations must ensure that they undertake appropriate training in relevant policies and procedures around people management training.
- 16.3 All staff to undertake appropriate training in relevant policies and procedures around people management. Managers need to make themselves familiar with both organisational people management policies and procedures and act in accordance with them. In particular they need to ensure the health and wellbeing of staff is being maintained through the seeking of appropriate OH advice and from relevant HR teams.

17 Health and safety

- 17.1 The partners will provide each other with such information and access to its premises as may reasonably be required by each in order to monitor the performance by each of its obligations in respect of health and safety at work. Where there are identified health and safety problems these should be resolved at a local level between management and the workplace Health and Safety representatives. In the event of a matter being unresolved, agreement will be reached on how to progress the matter in the employing organisation that could include using the Health and Safety Committee. Any resolution will include consultation with appropriate Health and Safety representatives. Existing lines of

consultation and communication of Health and Safety matters will be maintained within each organisation. On certain occasions there will be discussions to establish which organisation's policies would be used to meet specific needs.

18 Accident and incident reporting

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

19 Insurance

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

20 Accommodation

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

21 Review

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

ANNEX 1

WORKING AGE MENTAL HEALTH SERVICES SCHEME DETAILS

OVERVIEW OF INTEGRATED PROVIDER SCHEME

The Working Age Mental Health Services role is designed to support individuals with severe and enduring mental health problems to achieve independence as far as possible and provide the guidance and interventions to enable their recovery. The Community Mental Health Recovery Service (CMHRS) acts as the main gateway to specialist secondary mental health services. The CMHRS service is a specialised multi-disciplinary team comprising health and social care staff. It is the central element of an integrated service model of care in the Adult Mental Health pathway. The CMHRS's work closely with GP's, people who use the service and carers and other key partnerships including voluntary organisations.

This scheme is intended to ensure that particular local authority functions that are the responsibility of the Local Authority, with regard to the provision of working age mental health services (including Early Intervention in Psychosis Services) are carried out within the integrated teams of the Trust. This will be done within the integrated management arrangements, which was originally put into place under the previous Memorandum of Understanding.

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

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

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

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

Over a number of years, the Trust and the Local Authority have worked together successfully developing mental health services, implementing the National Service Framework for Mental Health, improving the voice and influence of service users and initiating Recovery working within the service. This scheme aims to support this collaboration and build upon it to achieve a truly person centred service.

The Trust and the Local Authority consider this scheme will improve the way in which the NHS Functions and Local Authority Health Relate Functions are exercised.

INTEGRATED PROVIDER SCHEME MANAGER

Associate Director Working Age Services (East), Associate Director Working Age Services (West), Associate Director Children and Young People Services (Trustwide).

AIMS AND OUTCOMES

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

- Improved health

- Improved quality of life
- Making a positive contribution
- Exercise of choice and control
- Freedom from discrimination
- Economic well-being
- Personal dignity

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

The performance monitoring of service delivery will occur in the Joint (Health and Social Care) contracts meeting on a monthly basis issues will be reported for action through the Joint Management Board. Exception reports will be produced where performance is likely to have a significant adverse effect on performance.

The Joint Management Board will on a monthly basis evaluate service delivery and report into the Surrey County Council Adult Leadership Team and Operational Management Board of the Trust.

Allocation of Resources and Financial Assessment

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

- Direct Payments
- Self Directed Support
- Residential Care
- Domiciliary Care

Payments will still remain the responsibility of the Council.

Fairer charging policy

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

FUNCTIONS INCLUDED

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

- the functions of providing or securing the provision of recreational facilities under s19 of the Local Government (Miscellaneous Provisions) Act 1976;
- the functions of local authorities under the Education Acts as defined in s57 of the Education Act 1996;

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

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

- accommodation under s22, 23(2) or 26 of the National Assistance Act 1948; and
- services provided under s17(2) of the Health and Social Services and Social Security Adjudication Act 1983.

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

- the exercise of functions under the Mental Health Act 1983;
- the assessment of individual needs for community care services under s47 of the NHS and Community Care Act 1990;
- the provision of services under the National Assistance Act 1948 Part III;
- the provision of services under s2 of the Chronically Sick and Disabled Persons Act 1970;
- the provision of services under s45 of the Health Service and Public Health Act 1968;
- the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- the duties and functions of the Local Authority under the Community Care (Delayed Discharge) Act 2003;
- the provision of an Approved Mental Health Professional (AMHP) service, subject to the approval of individual AMHPs by the Local Authority under s114 of the Mental Health Act 1983; and
- safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

Assessment and Care Management

Social Work Services

Approved Mental Health Professional Services

Community Mental Health Recovery Services

Assertive Outreach Services

Early Intervention in Psychosis Teams

Home Treatment Teams

ELIGIBILITY CRITERIA AND ASSESSMENT CRITERIA

TAG assessment process

Adult Eligibility Criteria process

GOVERNANCE ARRANGEMENTS

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

FINANCIAL RESOURCES

Financial Year 2012/13

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)
Aligned budget	15,842,243	5,084,769

The figures above are for the full year 1 April 2012 to 31 March 2013 [and the Parties will contribute a pro rata proportion for the period from the Commencement Date to 1 April 2013]⁸.

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

STAFF

Local Authority staff to be made available to the arrangements

Funded Establishments	FTE
Approved Mental Health Professional	38.54
Caretaker/Handyperson	1.22
Locality Administrator	2.00
Mental health Social Worker	45.42
Senior Approved Mental Health Professional	4.00
Enabling Independence Practice Lead	3.00
Enabling Independence Service	1.00

⁸ To be deleted if the Commencement Date is after 1 April 2012.

Manager	
Enabling Independence Worker	32.00
Support Broker	2.00
Team Administrator	17.58
Senior Professional Lead	1.00
Administration Assistant	1.00
	<u>148.76</u>

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

Trust staff to be made available to the arrangements

Funded Establishments	WTE
Senior Manager	2.00
Consultant	24.05
Middle Grade Medical Staff	14.20
Nursing Staff	99.06
Dieteticans	0.10
Occupational Therapists	27.60
PAM's	6.64
Speech Therapists	0.20
Psychotherapists	7.14
Psychologists	41.13
Family Therapists	1.00
Admin Staff	64.02
Ancillary Domestic Staff	1.87
	<u>289.01</u>

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

OTHER RESOURCES

Local Authority contribution

	Details	Charging arrangements	Comments
Premises	<u>Surrey County Council buildings occupied by Integrated Mental Health staff health and social care:</u>		
	Wingfield Resource Centre, St. Anne's Drive Redhill	Yes – proportionate part according to use recharged to Trust Aligned Budget	

	Brickfield Centre, Portland Place, Epsom	Yes – proportionate part according to use recharged to Trust Aligned Budget	
	Glenthorne Resource Centre, Rookery Road, Staines	Yes – proportionate part according to use recharged to Trust Aligned Budget	
	Joseph Palmer Centre, 319A Walton Road, West Molsey	Yes – proportionate part according to use recharged to Trust Aligned Budget	
Assets and equipment	The Local Authority is responsible for providing, servicing, upgrading and replacement of any assets, equipment and IT database systems currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time).	No charges	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements	No charges.	

Trust Contribution

	Details	Charging arrangements	Comments
Premises	<u>Surrey & Borders Partnership NHS Foundation Trust buildings occupied by Integrated Mental Health staff, health and social care.</u>		
	Farnham Road Hospital, Guildford	No charges	
	Farnham Hospital, Farnham	No charges	
	Ridgewood Centre, Camberley Farmside, West Park Hospital, Epsom	No charges	
	Clarendon House, 28 West Street Dorking	No charges	

	Bridgewell House, Woking Lake House, St. Peters Hospital, Chertsey	No charges	
	Ludlow Resource Centre, Ludlow Road, Guildford	No charges	
	Napier House, West Elmbridge, Walton on Thames	No charges	
	Shaws Corner, Reigate	No charges	
	Langley House, Oxted	No charges	
Assets and equipment	The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment, IT database systems currently provided by it which are used for Trust staff (unless this is otherwise agreed between the Parties from time to time).	No charges	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements	No charges	

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

None.

Service Specification for Working Age Mental Health Scheme

Service/ Care pathway/ Cluster	COMMUNITY MENTAL HEALTH RECOVERY SERVICE
Commissioner Lead	Marion Heron
Provider Lead	
Period	
Date of Review	March 2011

1. Purpose

1.1 Policy context

The CMHRS role is to enable individuals to reach their potential, live independently and manage the disabilities resulting from serious mental illness. The CMHRS acts as the main gateway to specialist secondary mental health services.

1.2 Local strategic context

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

1.3 Aims and objectives of the service

The primary purpose of the CMHRS's is to:

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

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

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

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

To provide professional advice to GP's and Primary Care Mental Health Services, other health or social care agencies, and develop relationships with voluntary groups working with service users

Manage the interface between CMHRS services and others in the pathway, ensuring access is achieved for service users and referrers

To provide a needs-led, person centred approach to service users, carers and their families in line with the National Service Framework (DOH 1999) which promotes social inclusion and acknowledges social care issues.

To promote independence and health promotion to service users in line with the Recovery Model

To work in partnership with Voluntary and statutory agencies, to enable service users to remain part of their local community and engage in community facilities. This will at times require

awareness training and supervision but needs to be at an appropriate level without over burdening the Team

Signposting to services to support people around employment, education, and social interaction

2. Service Scope

2.1 Service user groups covered (including care clusters, where relevant)

18 years to 65 years and over based on need

Need:

Any severe and long term serious mental health illness, including mental health personality disorder and developmental disorder with co-morbidity, showing significant disability, severity and complexity of need sufficient to affect social functioning to substantial level of FACS (link to FACS)

Priority:

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

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

Clinical/professional judgement will ultimately determine priority for care and treatment

2.2 Exclusion criteria

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

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

Individuals with a primary need of relationship difficulty

Anger management if no severe mental health problem

Those with psychological problems as a result of physical health that do not fulfil severe criteria

Mental Capacity Act Assessments for patients referred from non-SABPFT services

People who are not the responsibility of Surrey PCT as defined by the Department of Health Establishing the Responsible Commissioner Policy (current version dated September 2007 gateway ref: 8448).

DoH eligible criteria will be followed for CEOVs (charge exempt overseas visitors). Payment for treatment will be made for patients who fulfil the current conditions provided the Commissioner has been notified within 5 working days from admission. All other overseas patients and illegal immigrants are excluded.

2.3 Geographical population served

Total Surrey population of 1.1 million. The population covered by a CMHRS may vary between 30,000 and 80,000 depending on local levels of morbidity and travelling distances required. The team relates to GP registration lists and to LA boundaries, with practice alignment taking preference over LA alignment.

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

- assessment
- care planning
- interventions etc

1. **Gateway Function** - gatekeeping to secondary care through a clear pathway and agreed guidelines, joint training on common learning needs, to develop collaboration between primary care and secondary care services facilitating access for that meet the need
2. **Giving advice** on the management of mental health problems to other professionals. In particular advice to primary care and acute services
3. **Recovery focus** to provide treatment and care for those with disorders of significant severity and disability who can benefit from time-limited specialist interventions as directed by the CPA
4. **Care Management / Coordination** and treatment for people with Enduring and Complex longer term needs who would not benefit from specialist functional teams.
5. **Gateway and Referrer** to specialist functional teams
6. **Provide access** to urgent and crisis care pathway
7. **To discharge our duties** as Managing Authority for Mental Capacity Act Assessment under DOLS (Deprivation of Liberties Safeguards) legislation and policies.

- Psychological therapies and psychometric assessments.
- Psychiatric assessments including Out–Patient clinics
- Occupational Therapy Psychosocial Assessment and activities
- Assessment, prescription, and administration and monitoring of medication
- Monitoring efficacy/side effects of psychotropic medication
- Health and social care needs assessment for Social Care services.
- Monitor and review mental health of service users in the community
- Administration of depot injection in Primary or Secondary Care settings.
- Vocational Clinic.
- Social inclusion issues: Education, Financial issues, Housing, Social/community networks/contacts.
- Communication Liaison and Education
- Promotion of care pathways, relevant to the individuals' mental health difficulty.
- Urgent or crisis care pathway, the CMHRS will offer a duty system whereby an individual can be referred for an urgent assessment and or treatment package. This service will operate from 9-5 Monday to Friday and an out of hours care pathway will be available outside these hours with HTT
- Access and referral on to Specialist Services such as Eating disorders, Community Forensic Services, Psychotherapy, Assertive Outreach services and ensure smooth transfer of clients between service functions as required.
- Joint working following protocol with drug alcohol services and CTPLD
- Risk is identified, referral will be made to child protection, adult protection or CRHT
- Provide effective, evidence based treatments to reduce and shorten distress and suffering.
- Ensure that inappropriate or unnecessary treatments are avoided.
- Provide support and advice to primary care services to support them in:
 - o Providing joint educational facilities for all members of the primary health care team.
 - o Ensuring that regular clinical meetings occur between the PHCT/PMHS and the CMHRS to discuss and share the management of patients
- Establish effective liaison with referring agents to shape referrals and support local care.
- Establish effective working with pathway services to ensure access at appropriate times to appropriate services is facilitated and coordinated by the CMHRS
- Establish a detailed understanding of all local resources relevant to support of individuals with mental health problems and promote effective interagency working.
- Provide prompt and expert assessment of moderate mental health problems.
- Assist patients and carers in accessing such support, both to reduce distress but also to

- maximise personal development and fulfilment.
- Provide advice and support to patients, families and carers.
- Gain a detailed understanding of the local population, its mental health needs and priorities, and provide a service that is sensitive to this and religious and gender needs.
- Provide a culturally competent service, including ready access to interpreter services for minority languages and British Sign Language
- Therapeutic Group work within CMHRSs.
- Family and carers involvement in care planning and provision of services
- Carer Assessments (core)
- Psychosocial Interventions
- Provision of family interventions to families of service users of the CMHRSs
- Partnership working with voluntary services
- Collaborative working with the Specialist Services ie Eating Disorders Service.
- Promotion of leisure and exercise opportunities.
- Social Inclusion work and development of direct payments
- Continued care coordination for people in placements
- Review and support of people's physical health checks with joint responsibility with primary care.
- Empowerment through involvement

Assessment:

- Agreed common assessment framework, risk assessment and carer assessments to be developed in life of contract.

The assessment function will make available (by Jan 12) consultant medical and other senior practitioners to offer a single assessment process to provide expert guidance to GP's and primary care mental health services. This function will also supply medication review and mental health diagnosis for GP's.

The assessment function will provide a single assessment process to identify the care cluster package to be supplied by the CMHRS to meet the needs of individuals

Interventions:

- Multi-disciplinary assessment
- Bio-Psychosocial and Psycho educational interventions
- Risk assessment
- Medical, psychological and psychosocial interventions and monitoring
- Data rep monitoring
- Case management and care coordination
- Psychological therapies and treatment
- Psychometric testing
- Vocational Clinics/Links
- Assistance in promoting and organising direct payments
- Assistance to local opportunities in work, education and primary health care
- Carer support and education
- Support for service involvement and service groups
- Administration of depots
- Nursing interventions
- Occupational Therapy assessment and activities
- Specialist Therapy interventions
- Monitoring efficacy/side effects of psychotropic medication
- Health and social care needs assessment for Social Care services.
- Personality disorder treatments eg MBT, DBT, STEPPS

Individual reviews:

- Structured review tool, incorporating access to mainstream services, mental health status including mental capacity status, social status and physical health status. Reviews minimum six monthly

Care-coordination

- Via formal care coordination system for all clients.
- Close working with acute wards and co-ordination of the acute care pathway including the CRHT.

3.0 Service Delivery

3.1 Location of service

- Waverley
- Guildford
- Surrey Heath
- Woking
- Spelthorne
- Runnymede
- Elmbridge
- Epsom, Ewell and Banstead
- Mole Valley
- Redhill & Reigate
- Tandridge

3.2 Days/ hours of operation

- Generally 9am to 5pm Monday to Friday (with extended hours for planned appointments at least once a week)
- Provision for out of hours service provided by HTT and on-call Clinicians

3.3 Referral processes

- The TAG standard referral form is used for all referrals to the CMHRS (threshold guide is score 11 +)
- GP's
- Statutory agencies and services
- Patients and carers where indicated on discharge plans.
- Referral is to MDT rather than named individuals in the team

3.4 Response times

Routine Referrals: Appointment within 4 weeks of referral

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

Emergency Referrals: Assessment within same day. In working hours the CMHRS will arrange the assessment and the HTT should only be consulted via the CMHRS

Advice will be given on team answer phone regarding out of hour arrangements. Emergency assessments will be conducted by the HTT Team. Emergency requests for assessment under Mental Health Act should be passed to the Approved Social Work Service.

Crisis line Choice:

- Care professionals have a responsibility to discuss different options that are available to people as they enter services, either in primary or secondary care
- The Care Programme Approach, or care planning process in primary care, will be the vehicle for the choice discussion on the individuals preferences and share decisions on the most

appropriate options for their care, both day to day and in advance statements and to prompt discussion of direct payments.

- Care planning will record the wishes and preferences of service users when they are relatively well to inform their care and treatment when they are unwell or in crisis

Choice of Community Mental Health Services

- A choice of date, time and location of appointment within the geographical area of the provider will be offered to service users. Sometimes there will be limitations to choice due to assessed risk factors
- Choice of appropriate treatments and interventions
- Choice of care coordinator in respect of ethnicity and gender where possible
- Pilots of extended openings at two CMHRs as a minimum. One in the East and One in the West to commence by Dec 2008
- Translation

3.5 Care pathways (where applicable to meet each care cluster)

Identify: partnerships transitions and interfaces between services and agencies subcontractors

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

3.6 Discharge process

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

3.7 Training/ Education/ Research activities

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

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

All new staff will attend an induction programme.

Staff will attend statutory / mandatory training sessions including Fire; Health & Safety; Assessment & Management of Risk; medicines management, Child Protection, Protection of Vulnerable Adults, Cultural Awareness; Control & Restraint; Breakaway.

The Team will have regular team building days for the purpose of reviewing activities, policies and team building.

4. Quality Indicators

<i>Quality Indicator(s)</i>	<i>Method of Measurement/ information requirement</i>	<i>Incentive or sanction</i>
Increase the number of patients who work paid or unpaid. Snapshot and detail data. Baseline 10/11 20% increase by end of 18 months	Quarterly report	
10% increase over 18 months	Evidenced by CPA audit. Six monthly report.	
Increase the number of patients involved in the development of services and involved in 100% of service change projects	Six monthly report	
Decrease the number of people receiving a service from the CMHRS's over 5 years. Median time of patients open on CPA caseload. Baseline number 10/11. 10% reduction in length of treatment over 18 months	Six monthly report	
Named CMHRS link worker with each GP surgery. All GP surgeries to have a link CMHRS worker	Annual audit via Service report.	
Increase the number of nurse prescribers across the Trust services per annum by 5	Annual report collated from teams.	
Improve patient satisfaction against domains in National Patient Survey. % overall satisfaction in adult community services to increase.	Annual report collated from teams.	
Service to be delivered within the NICE guidelines for Anxiety, Depression, PTSD and Schizophrenia.	NICE Guidelines	
Rating 1-4 from Annual Healthcare Commission assessment of compliance with Schizophrenia Guidelines based on questionnaire. National questionnaire to be implemented in 2010/11. Baseline to be established from outcome	Annual report	
Increase the number of direct payments to improve patient's social inclusion into their communities. Match LA targets	Quarterly reports	

Follow-up to acute discharges of people within 0-2 days, either face to face or by telephone 95%.
Annual Audit of protocols between

Monthly report

Annual Audit

CAMHs, OAMH and LD
Waiting times: average time between the date of first assessment until the first treatment date

Monthly report

Data on numbers of patients with written care plan as a proportion of the total caseload

Quarterly report

% of service users being given a copy of their care plan

Quarterly report

Average number of reviews per person in last year

Quarterly report

ANNEX 2

SPECIFICATION FOR SUBSTANCE MISUSE SCHEME

OVERVIEW OF INTEGRATED PROVIDER SCHEME

The Substance Misuse Service is designed to support individuals with substance misuse problems across Surrey working in partnership with other agencies to provide drug and alcohol service provision in the County. It is recognized that harm reduction is integral to treatment and the substance misuse services take a harm reduction approach to all services accessed by drug users. The Substance Misuse Service acts as the main gateway to specialist interventions and treatment of drug and alcohol misuse. The Substance Misuse Service is a specialised multi-disciplinary team comprising health and social care staff. Effective drug treatment will be responsive to the whole of an individual's health needs, including primary and secondary healthcare, alcohol use, prescription drug misuse, sexual health and dental health. It should also take account of the service user's housing, social and legal situations in offering a holistic package of support. The Substance Misuse teams work closely with GP's, Mental Health Teams, people who use the service and carers and other key partnerships including voluntary organisations.

This scheme is intended to ensure that particular local authority functions that are the responsibility of the Local Authority, with regard to the provision of substance misuse services are carried out within the integrated teams of the Trust. This will be done within the integrated management arrangements, which was originally put into place under the previous Memorandum of Understanding.

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

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

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

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

Over a number of years, the Trust and the Local Authority have worked together successfully developing mental health services, implementing the National Service Framework for Mental Health, improving the voice and influence of service users and initiating Recovery working within the service. This scheme aims to support this collaboration and build upon it to achieve a truly person centred service.

INTEGRATED PROVIDER SCHEME MANAGER

Associate Director Specialist Services

AIMS AND OUTCOMES

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

- Improved health

- Improved quality of life
- Making a positive contribution
- Exercise of choice and control
- Freedom from discrimination
- Economic well-being
- Personal dignity

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

The performance monitoring of service delivery will occur in the Joint (Health and Social Care) contracts meeting on a monthly basis issues will be reported for action through the Joint Management Board. Exception reports will be produced where performance is likely to have a significant adverse effect on performance.

The Joint Management Board will on a monthly basis evaluate service delivery and report into the Surrey County Council Adult Leadership Team and Operational Management Board.

Allocation of Resources and Financial Assessment

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

- Direct Payments
- Self Directed Support
- Residential Care
- Domiciliary Care

Payments will still remain the responsibility of the Council.

Fairer charging policy

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

FUNCTIONS INCLUDED

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

- the functions of providing or securing the provision of recreational facilities under s19 of the Local Government (Miscellaneous Provisions) Act 1976;
- the functions of local authorities under the Education Acts as defined in s57 of the Education Act 1996;

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

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

- accommodation under s22, 23(2) or 26 of the National Assistance Act 1948; and
- services provided under s17(2) of the Health and Social Services and Social Security Adjudication Act 1983.

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

- the exercise of functions under the Mental Health Act 1983;
- the assessment of individual needs for community care services under s47 of the NHS and Community Care Act 1990;
- the provision of services under the National Assistance Act 1948 Part III;
- the provision of services under s2 of the Chronically Sick and Disabled Persons Act 1970;
- the provision of services under s45 of the Health Service and Public Health Act 1968;
- the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- the duties and functions of the Local Authority under the Community Care (Delayed Discharge) Act 2003;
- the provision of an Approved Mental Health Professional (AMHP) service, subject to the approval of individual AMHPs by the Local Authority under s114 of the Mental Health Act 1983; and
- safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

Assessment and Care Management

Social Work Services

Approved Mental Health Professional Services

Supervised Methadone and Resettlement Team (Homeless)

ELIGIBILITY CRITERIA AND ASSESSMENT CRITERIA

Adult Eligibility Criteria

GOVERNANCE ARRANGEMENTS

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

FINANCIAL RESOURCES

Financial Year 2012/2013

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)
Aligned budget A	3,674,880	540,100

The figures above are for the full year 1 April 2012 to 31 March 2013 [and the Parties will contribute a pro rata proportion for the period from the Commencement Date to 1 April 2013]⁹.

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

STAFF

Local Authority staff to be made available to the arrangements

Funded Establishments	FTE
Administration Assistant	1.00
Care Manager	5.00
Enabling Independence Practice Lead	1.00
Enabling Independence Worker	8.00
Senior Professional Lead	1.00
	<hr/>
	16.00
	<hr/> <hr/>

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

Trust staff to be made available to the arrangements

Funded Establishments	WTE
Senior Manager	1.00
Consultant	1.85
Middle Grade Medical Staff	2.50

⁹ To be deleted if the Commencement Date is after 1 April 2012.

Nursing Staff	24.80
Occupational Therapists	1.46
PAM's	2.00
Psychologists	0.50
Admin Staff	12.25
	<u>46.36</u>

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

OTHER RESOURCES

Local Authority contribution

	Details	Charging arrangements	Comments
Premises	<u>Surrey County Council buildings occupied by Integrated Mental Health staff health and social care:</u> None		
Assets and equipment	The Local Authority is responsible for providing, servicing, upgrading and replacement of any assets, equipment and IT database systems currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time).	No charges	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution.	No charges	

Trust Contribution

	Details	Charging arrangements	Comments
Premises	<u>Surrey & Borders Partnership NHS Foundation Trust buildings occupied by Integrated Mental Health staff, health and social care.</u>		
	Farnham Road Hospital, Guildford	No Charges	
	Farnham Hospital, Farnham	No Charges	
	Tynley House, Leatherhead	No Charges	

	Abraham Cowley Unit, Chertsey	No Charges	
Assets and equipment	The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment, IT database systems currently provided by it which are used for Trust staff (unless this is otherwise agreed between the Parties from time to time).	No charges	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution.	No charges	

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

None¹⁰.

¹⁰ Service specification for substance misuse currently to TBA under review (January 2012)

ANNEX 3

SPECIFICATION FOR FORENSIC SCHEME

OVERVIEW OF INTEGRATED PROVIDER SCHEME

The Community Forensic Service is a specialist service designed to support individuals with high risk complex behavior as well as providing advice regarding appropriate management for professionals and teams in the Trust. Service users are adults aged 16 years and over who have a diagnosis of mental illness and who have committed a serious offence; are suspected of, or alleged to have committed a serious offence; or are deemed at risk of doing so. Potential service users who are detainees at Police Stations in Guildford, Woking, Reigate, Staines or at Magistrates Courts within these areas are assessed on request, irrespective of origin or address. The Community Forensic Service is a specialised multi-disciplinary team comprising health and social care staff. The teams Community Forensic Service works closely with GP's, Mental Health Teams, people who use the service and carers and other key partnerships including voluntary organisations.

This scheme is intended to ensure that particular local authority functions that are the responsibility of the Local Authority, with regard to the provision of substance misuse services are carried out within the integrated teams of the Trust. This will be done within the integrated management arrangements, which was originally put into place under the previous Memorandum of Understanding.

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

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

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

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

Over a number of years, the Trust and the Local Authority have worked together successfully developing mental health services, implementing the National Service Framework for Mental Health, improving the voice and influence of service users and initiating Recovery working within the service. This scheme aims to support this collaboration and build upon it to achieve a truly person centred service.

INTEGRATED PROVIDER SCHEME MANAGER

Associate Director Specialist Services

AIMS AND OUTCOMES

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

- Improved health
- Improved quality of life

- Making a positive contribution
- Exercise of choice and control
- Freedom from discrimination
- Economic well-being
- Personal dignity

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

The performance monitoring of service delivery will occur in the Joint (Health and Social Care) contracts meeting on a monthly basis issues will be reported for action through the Joint Management Board. Exception reports will be produced where performance is likely to have a significant adverse effect on performance.

The Joint Management Board will on a monthly basis evaluate service delivery and report into the Surrey County Council Adult Leadership Team and Operational Management Board.

Allocation of Resources and Financial Assessment

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

- Direct Payments
- Self Directed Support
- Residential Care
- Domiciliary Care

Payments will still remain the responsibility of the Council.

Fairer charging policy

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

FUNCTIONS INCLUDED

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

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

- the functions of local authorities under s126 of the Housing Grants, Construction and Regeneration Act 1996;
- the functions of waste collection or disposal under the Environmental Protection Act 1990;
- the functions of providing environmental health services under sections 180 and 181 of the Local Government Act 1972;
- the functions of local highway authorities under the Highways Act 1980 and s39 of the Road Traffic Act 1988; and
- the functions under section 63 (passenger transport) and s93 (travel concession schemes) of the Transport Act 1985.

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

- accommodation under s22, 23(2) or 26 of the National Assistance Act 1948; and
- services provided under s17(2) of the Health and Social Services and Social Security Adjudication Act 1983.

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

- the exercise of functions under the Mental Health Act 1983;
- the assessment of individual needs for community care services under s47 of the NHS and Community Care Act 1990;
- the provision of services under the National Assistance Act 1948 Part III;
- the provision of services under s2 of the Chronically Sick and Disabled Persons Act 1970;
- the provision of services under s45 of the Health Service and Public Health Act 1968;
- the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- the duties and functions of the Local Authority under the Community Care (Delayed Discharge) Act 2003;
- the provision of an Approved Mental Health Professional (AMHP) service, subject to the approval of individual AMHPs by the Local Authority under s114 of the Mental Health Act 1983; and
- safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

Assessment and Care Management

Social Work Services

Approved Mental Health Professional Services

Community Mental Health Forensic Services

ELIGIBILITY CRITERIA AND ASSESSMENT CRITERIA

Adult Eligibility Criteria

GOVERNANCE ARRANGEMENTS

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

FINANCIAL RESOURCES

Financial Year 2012/2013

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)
Aligned budget A	584,627	201,904

The figures above are for the full year 1 April 2012 to 31 March 2013 [and the Parties will contribute a pro rata proportion for the period from the Commencement Date to 1 April 2013]¹¹.

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

STAFF

Local Authority staff to be made available to the arrangements

Funded Establishments	FTE
Approved Mental Health Professional	2.00
Senior Approved Mental Health Professional	1.00
Senior Professional Lead	1.00
	<u>4.00</u>

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

Trust staff to be made available to the arrangements

Funded Establishments	WTE
Consultant	0.90
Nursing Staff	5.00

¹¹ To be deleted if the Commencement Date is after 1 April 2012.

Psychologists	2.00
Admin Staff	3.00
	<u>10.90</u>

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

OTHER RESOURCES

Local Authority contribution

	Details	Charging arrangements	Comments
Premises	<u>Surrey County Council buildings owned occupied by Integrated Mental Health staff health and social care.</u> None		
Assets and equipment	The Local Authority is responsible for providing, servicing, upgrading and replacement of any assets, equipment and IT database systems currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time)..	No charges	
Contracts	None.		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution.	No charges	

Trust Contribution

	Details	Charging arrangements	Comments
Premises	<u>Surrey & Borders Partnership NHS Foundation Trust buildings occupied by Integrated Mental Health staff, health and social care.</u>		
	Clarendon House, 28 West Street Dorking	No Charges	

	Lake House, St. Peters Hospital, Chertsey	No Charges	
Assets and equipment	The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment, IT database systems currently provided by it which are used for Trust staff (unless this is otherwise agreed between the Parties from time to time).	No charges	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution.	No charges	

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

None.

Service specification for forensic scheme

SECTION B PART 1 - SERVICE SPECIFICATIONS

Service Specification No.	023
Service	Community Forensic Service
Cluster	
Commissioner Lead	Janine Sanderson/Nicky Croft
Provider Lead	Brian Palmer
Period	April 2012 – March 2013
Date of Review	January 2013

1. Population Needs

1.1 National/local context and evidence base

The Community Forensic Service Service offers services to people with complex and/or severe mental health who commit serious offences.

The Service is available to adults aged 16 years and over who suffer from mental disorder. In addition, the person must have broken the law; be suspected of, or alleged to have broken the law; or be deemed at risk of breaking the law. The offence(s) would normally be of a serious, harmful nature, and the client should be able to benefit from the interventions the Service is able to offer.

2. Scope

2.1 Aims and objectives of service

- To provide Police custody areas and Magistrates Courts within the Trust boundaries with direct access to Mental Health assessment, and advice for those meeting the client group criteria. This will include when appropriate, advice on the type and point of disposal of the case, and where suitable, to avoid or reduce to a minimum, custodial remand.
- To provide liaison, advice and support to Community Mental Health Teams, Community Teams for Learning Disabilities and in-patient services, where they are providing care for mentally disordered offenders, and to provide specialist assessment and advice which has been requested.
- To provide support, liaison and joint working with professionals working within the Criminal Justice System (including Probation) and Statutory Agencies.
- To provide advice and support to clients (and their carers) of Community Forensic Services.
- To undertake direct clinical work with potentially high-risk offenders, who have mental disorder. This will normally involve joint working with professionals in other parts of the adult mental health services or learning disability services
- To manage and care for a small group of very serious offenders who pose particularly high risk and fall under the requirements of MAPPA (level 3).

2.2 Service description/care pathway

Key functions:

- Multi-disciplinary assessments

- Specialist consultation and advice to other core services within the Trust
- Multi-disciplinary care packages where appropriate
- Specialist psychological assessment and interventions
- High quality specialised risk assessments and risk plans
- Appropriate use of care plans to deliver a holistic service
- Link management or care coordination where appropriate for clients who meet the service criteria, and are commissioned by NHS Surrey, who are currently receiving care at specialised hospital, treatment centre or residential unit. Such placements may not be in Surrey.
- Co-operation with local MAPPA at both Level 2 and Level 3
- Triage assessment, signposting and linking to services (where appropriate) to the 4 Police custody centres and Magistrate's courts in Surrey (Court Diversion)
- Provide a culturally competent service, including ready access to interpreter services for minority languages and British Sign Language

Days/ hours of operation

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

Referral processes

Referral source:

- Written referral from core services within the Trust
- Referrals may originate from external agencies for those people for whom NHS Surrey would hold responsibility, meet the service criteria and who have hitherto not been linked to Surrey & Borders Partnership Foundation NHS Trust. For example, persons who have been detained under Section 37/41 of the Mental Health Act.
- Referrals for consultation and advice may originate from MAPPA
- Referrals for court diversion are made under a separate pathway

Response times

Waiting times: We do not operate a waiting list and aim to see all new referrals for first appointments within four weeks of acceptance of the referral.

2.3 Population covered

Surrey population 1.1million, of which 259,000 across a rural and semi-rural area.

2.4 Any acceptance and exclusion criteria

Age: From age 16. There is no upper age limit.

Need: This Service operates to minimize risk to others caused by poor mental health and the corollary of raised risk factors.

Priority: We aim to help people reach and maintain good mental health, whilst implementing sound risk management to reduce risk factors.

Exclusion criteria

- People not registered with a GP of NHS Surrey
- Persons whose offences are not directly harmful to others
- Persons who may be high risk to others but who do not suffer from mental disorder
- Persons whose condition is not able to be alleviated by available or recommended treatments
- We do not accept referrals from GP or Primary Care sources. These should be referred to local secondary services in the first place

Discharge process

Discharge requirements: Discharge is based on reduction of risk, managed mental health, and is planned through the Care Programme approach

Discharge destination: This is based on the individual's needs at the time of discharge, and may involve transfer to a team or service not in Surrey (where the service user makes a permanent change of address), to a team within Surrey, or on some occasions, where the individual no longer requires secondary mental health services, to the care of his or her GP.

2.5 Interdependencies with other services

Internal connections to other services:

- Community Mental Health Recovery Services
- Community Services for people with Learning Disabilities
- 24/7 units
- Drug and Alcohol Services
- EIIP
- Other Trust community services
- Adult Eating Disorder Services

External connections to other services:

- Surrey County Council
- Surrey PCT
- MAPPA
- Special Hospitals
- Low and Medium Secure Services
- Specialist Forensic Units
- MH Prison Estate
- Privately run prison facilities

3. Applicable Service Standards

3.1 Applicable national standards eg NICE, Royal College

3.2 Applicable local standards

4. Key Service Outcomes

5. Location of Provider Premises

The Provider's Premises are located at:

The Community Forensic Service is a Surrey-wide service currently divided into two teams, one being based in Chertsey, the other in Dorking. Despite the geographical separation of the teams, there is close co-operation and a division of duties is not necessarily tied to the base, but to where the service user is currently residing.

ANNEX 4

SPECIFICATION FOR OLDER ADULTS MENTAL HEALTH SCHEME

OVERVIEW OF INTEGRATED PROVIDER SCHEME

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

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

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

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

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

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

Over a number of years, the Trust and the Local Authority have worked together successfully developing mental health services, implementing the National Service Framework for Mental Health, improving the voice and influence of service users and initiating Recovery working within the service. This scheme aims to support this collaboration and build upon it to achieve a truly person centred service.

INTEGRATED PROVIDER SCHEME MANAGER

Associate Director Older Peoples Services

AIMS AND OUTCOMES

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

- Improved health
- Improved quality of life
- Making a positive contribution

- Exercise of choice and control
- Freedom from discrimination
- Economic well-being
- Personal dignity

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

The performance monitoring of service delivery will occur in the Joint (Health and Social Care) contracts meeting on a monthly basis issues will be reported for action through the Joint Management Board. Exception reports will be produced where performance is likely to have a significant adverse effect on performance.

The Joint Management Board will on a monthly basis evaluate service delivery and report into the Surrey County Council Adult Leadership Team and Operational Management Board.

Allocation of Resources and Financial Assessment

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

- Direct Payments
- Self Directed Support
- Residential Care
- Domiciliary Care

Payments will still remain the responsibility of the Council.

Fairer charging policy

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

FUNCTIONS INCLUDED

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

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

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

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

- accommodation under s22, 23(2) or 26 of the National Assistance Act 1948; and
- services provided under s17(2) of the Health and Social Services and Social Security Adjudication Act 1983.

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

- the exercise of functions under the Mental Health Act 1983;
- the assessment of individual needs for community care services under s47 of the NHS and Community Care Act 1990;
- the provision of services under the National Assistance Act 1948 Part III;
- the provision of services under s2 of the Chronically Sick and Disabled Persons Act 1970;
- the provision of services under s45 of the Health Service and Public Health Act 1968;
- the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- the duties and functions of the Local Authority under the Community Care (Delayed Discharge) Act 2003;
- the provision of an Approved Mental Health Professional (AMHP) service, subject to the approval of individual AMHPs by the Local Authority under s114 of the Mental Health Act 1983; and
- safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

Assessment and Care Management

Social Work Services

Approved Mental Health Professional Services

Older Peoples Community Mental Health Team

ELIGIBILITY CRITERIA AND ASSESSMENT CRITERIA

Older Peoples Eligibility Criteria

GOVERNANCE ARRANGEMENTS

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

FINANCIAL RESOURCES

Financial Year 2012/2013

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)
Aligned budget A	6,047,676	531,650

The figures above are for the full year 1 April 2012 to 31 March 2013 [and the Parties will contribute a pro rata proportion for the period from the Commencement Date to 1 April 2013]¹².

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

STAFF

Local Authority staff to be made available to the arrangements

Older People Practitioner	14.00
Senior Professional Lead	1.00
	<hr/>
	15.00
	<hr/>

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

Trust staff to be made available to the arrangements

Funded Establishments	WTE
Consultant	15.50
Middle Grade Medical Staff	6.20
Nursing Staff	72.63
Dieteticans	0.10
Occupational Therapists	10.15
Speech Therapists	0.20
Psychologists	5.21

¹² To be deleted if the Commencement Date is after 1 April 2012.

Family Therapists	1.00
Admin Staff	18.77

`129.52

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

OTHER RESOURCES

Local Authority contribution

	Details	Charging arrangements	Comments
Premises	<u>Surrey County Council buildings owned occupied by Integrated Mental Health staff health and social care.</u> N/A		
Assets and equipment	The Local Authority is responsible for providing, servicing, upgrading and replacement of any assets, equipment and IT database systems currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time).	No charge	
Contracts	None.		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution.	No charges	

Trust Contribution

	Details	Charging arrangements	Comments
Premises	<u>Surrey & Borders Partnership NHS Foundation Trust buildings occupied by Integrated Mental Health staff, health and social care.</u>		
	Farnham Road Hospital, Guildford	No Charges	

	Woking Community Hospital	No Charges	
	Berkley House, Godalming	No Charges	
	Meadows, West Park Hospital, Epsom	No Charges	
	Hayworth House, Runnymede	No Charges	
	Cedar House, Ridgewood Centre	No Charges	
	Langley House, Oxted	No Charges	
	Cedar Unit, Ashford	No Charges	
Assets and equipment	The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment, IT database systems currently provided by it which are used for Trust staff (unless this is otherwise agreed between the Parties from time to time).	No charges	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements on the basis that the Trust will be making a similar contribution.	No charges	

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

None.

Service specification for Older People's Mental Health Scheme

Service Specification:

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

Service Description	
Role, Fit & Model	Community Mental Health Teams (CMHTs) for Older Adults provide community services and in-patient to day services to the older adult population of Surrey. CMHTs for older people and their carers are multi-disciplinary teams working in partnership with other health, social care, housing and community agencies

Aims	<p>in order to provide mental health assessment, care and treatment for people living at home, or in care homes and support for their carers. Each team consists of psychiatrists, community mental health nurses, community occupational therapists, psychologists. The CMHTs promote mental health and social inclusion. This is achieved through individual work with clients as well as through assessment, treatment and provision of therapeutic group work. The Teams also provide mental health support, training and advice to staff within local day centres working in partnership with SCC, carers groups, registered care homes and the voluntary sector.</p> <p>The aim of the CMHT's is to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assist people with severe and enduring mental health problems to maintain or improve their quality of life <input type="checkbox"/> To maintain or improve people to live independently and manage their disabilities <input type="checkbox"/> Support carers in their needs and role by providing information, advice and assessment and appropriate provision of their needs <input type="checkbox"/> To work in partnership with voluntary, statutory and non statutory agencies, to enable service users to maintain or improve their quality of life. This will at times require awareness training but needs to be at an appropriate level without over burdening the Team
Surrey Population Profile	
Total Pop: Pop Aged ...-....: Geography: Demography:	1.1 million Rural and semi-rural area
Service Client Group	
Age Need Priority Exclusions	<ul style="list-style-type: none"> <input type="checkbox"/> 65 years and over and in exceptional circumstances younger onset dementia based on assessment of need and in consultation with adult mental health services <input type="checkbox"/> Functioning is severely affected by serious mental illness and problems exist in other health and social care domains <input type="checkbox"/> Urgent and emergency <input type="checkbox"/> Complex needs <input type="checkbox"/> At risk of hospital admission <input type="checkbox"/> People not registered with a GP of Surrey PCT <input type="checkbox"/> Acquired brain injury <input type="checkbox"/> Huntington's Chorea <input type="checkbox"/> Primary need of substance misuse <input type="checkbox"/> Mental Capacity Act Assessments from other services <input type="checkbox"/> Non client specific liaison, training and education to care homes, other than where team have identified need specific to person receiving service <input type="checkbox"/> National protocols will be followed for Overseas patients and illegal immigrants

Service Access	
Referral Source	<input type="checkbox"/> GP/Primary Care <input type="checkbox"/> Referrals via other agencies will be required to go through GP. Referral needs to be accompanied with appropriate information and screening test results as described in NICE guidance
Operating Hour	<input type="checkbox"/> Weekdays Between 9.00am and 5.00pm
Location	<u>North West</u> Woking CMHT- Woking Community Hospital West Elmbridge CMHT and Runnymede CMHT- Hayworth House Spelthorne CMHT- Ashford Hospital <u>South West</u> Waverley CMHT, Guildford CMHT and Farnham CMHT- Farnham Road Hospital, Guildford Surrey Heath CMHT- Ridgewood Centre, Frimley <u>East</u> Tandridge, Horley, Reigate, Redhill & Dorking CMHT- Langley House Mid Surrey (including Leatherhead) CMHT and East Elmbridge CMHT - Meadows
Waiting Times	<input type="checkbox"/> <u>Routine Referrals:</u> response in 5 working days with appointment within 8 weeks of referral <input type="checkbox"/> <u>Urgent Referrals:</u> to be seen within 5 working days of referral <input type="checkbox"/> <u>Emergency Referrals:</u> Assessment within same day (Mon-Fri 9-5, as no weekend or evening service)– in working hours the CMHT will arrange the assessment Advice will be given on team answer phone regarding out of hour arrangements. Emergency out of hours assessments will be conducted by the CRHT Team. Emergency requests for assessment under Mental Health Act should be passed to the Approved Social Work Service.
Choice	<input type="checkbox"/> Care professionals have a responsibility to discuss different options that are available to people as they enter services, either in primary or secondary care <input type="checkbox"/> The Care Programme Approach, or care planning process in primary care, will be the vehicle for the choice discussion on the individuals preferences and share decisions on the most appropriate options for their care, both day to day and in advance (advance statements) and to prompt discussion of direct payments <input type="checkbox"/> Care planning will record the wishes and preferences of service users when they are relatively well to inform their

	<p>care and appropriate treatment when they are unwell or in crisis</p> <ul style="list-style-type: none"> <input type="checkbox"/> Choice of Community Mental Health Services <ul style="list-style-type: none"> - A choice of date, time and location of appointment within the geographical area of the provider will be offered to service users. Sometimes there will be limitations to choice due to assessed risk factors - Choice of appropriate treatments and interventions - Choice of care coordinator in respect of ethnicity and gender where possible and reasonable
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Service Components

Key Functions	<ul style="list-style-type: none"> <input type="checkbox"/> Screen referrals <input type="checkbox"/> Respond and manage crisis in normal working hours <input type="checkbox"/> Multi-disciplinary psychosocial assessment and care planning to meet assessed needs <input type="checkbox"/> Carer advice and support <input type="checkbox"/> ICD 10 / psychological formulation <input type="checkbox"/> Care coordination <input type="checkbox"/> Risk assessment and risk management <input type="checkbox"/> Effective inter-agency working
Core Services	<ul style="list-style-type: none"> <input type="checkbox"/> Multidisciplinary biopsychosocial interventions <input type="checkbox"/> Culture and gender sensitive delivered services including access to translation services and women / men only activities where possible <input type="checkbox"/> Specialist mental health support to day services <input type="checkbox"/> Specialist mental health support to people in care homes
Added Value	<ul style="list-style-type: none"> <input type="checkbox"/> Link with community/social care increasing awareness of mental health issues

Individual Care Pathway

Assessment	<ul style="list-style-type: none"> <input type="checkbox"/> Standard integrated assessment corresponding to Single Assessment Process <input type="checkbox"/> Contribute mental health components to assessments for funded nursing care and fully funded NHS continuing care for CMHT eligible clients <input type="checkbox"/> Neuropsychological assessments for people with suspected dementia when appropriate <input type="checkbox"/> Joint care with substance misuse services for people who need treatment <input type="checkbox"/> Psychopathology assessment
Interventions Available	<ul style="list-style-type: none"> <input type="checkbox"/> Medication <input type="checkbox"/> Structured psychological therapies <input type="checkbox"/> Therapeutic activities <input type="checkbox"/> Activities to relearn and maintain daily activities of living/life skills. <input type="checkbox"/> Behaviour management advice related to mental health problems. <input type="checkbox"/> Health promotion

<p>Individual Review</p> <p>Care-Coordination</p> <p>Discharge Requirements</p> <p>Discharge Destination</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Discharge planning from acceptance <input type="checkbox"/> Information, advice and support to families and carers <input type="checkbox"/> ECT <input type="checkbox"/> Relapse prevention <input type="checkbox"/> 7 day discharge follow up <input type="checkbox"/> Memory screening <input type="checkbox"/> Renablement activities <input type="checkbox"/> Advice to GP's where further physical interventions / diagnostic investigations are required such as MRI scans <input type="checkbox"/> Formal reviews, incorporating access to mainstream services, risk status, mental health status, social status and physical health status. <input type="checkbox"/> Reviews should be regular and held at a frequency appropriate to individual need. <input type="checkbox"/> Via Care Planning Approach for all clients <input type="checkbox"/> Planning should begin on acceptance, identifying what is required to enable discharge. The review process should continually refresh this. Simple re-referral routes to return to services when appropriate should be maintained. <input type="checkbox"/> Planning should begin on acceptance, identifying what is required to enable discharge. Service users should be given clear information on simple access routes if required back to service in the event of problems. <input type="checkbox"/> All discharges from the service are completed in accordance with the Care Programme Approach. <input type="checkbox"/> The patient, their carers and the GP's will be invited to the discharge planning process of enhanced CPA cases. <input type="checkbox"/> All discharges will be in line with legislation, directives from government agencies and local policies and procedures. Discharges will be discussed and recorded at the Review meeting. <input type="checkbox"/> When a patient is discharged from the Service, a discharge letter/ summary will be sent to the GP where possible within 10 working days. <input type="checkbox"/> Primary care/GP
Connections to Other Services	
	<ul style="list-style-type: none"> <input type="checkbox"/> Crisis Resolution Home Treatment Teams <input type="checkbox"/> In-Patient Therapeutic Treatment Unit <input type="checkbox"/> Specialist Therapies Department i.e psychotherapy, specialist psychology <input type="checkbox"/> GPs <input type="checkbox"/> Social and Community Services <input type="checkbox"/> Care Homes <input type="checkbox"/> Day services <input type="checkbox"/> Memory clinics <input type="checkbox"/> Intermediate Care Teams

	<input type="checkbox"/> Acute Hospitals <input type="checkbox"/> Volunteers/Befrienders <input type="checkbox"/> Faith Groups <input type="checkbox"/> Advocacy <input type="checkbox"/> Carer Services <input type="checkbox"/> Police <input type="checkbox"/> Voluntary Sector organisations
PERFORMANCE	
Cost	As per schedule 2.
Activity / Data	This needs to mirror CMHT activity: Change to: Information to be collected through 08/09 number of: <ul style="list-style-type: none"> <input type="checkbox"/> Referrals <input type="checkbox"/> New Assessments <input type="checkbox"/> Numbers on CPA (? and Statement of Care) <input type="checkbox"/> Number of discharges <input type="checkbox"/> Number of phone contacts <input type="checkbox"/> Contacts <input type="checkbox"/> Caseload DNA Rates (to be developed when IT system available)
Standards	Work in line with the: <ul style="list-style-type: none"> <input type="checkbox"/> Older Adult National Service Framework <input type="checkbox"/> Comply with quality requirements (specified schedule 3) <input type="checkbox"/> Intermediate and continuing care protocol <input type="checkbox"/> ECT Protocols <input type="checkbox"/> Communicate outcomes of assessments to the service user and referrer within 1 week of the assessment <input type="checkbox"/> Provider will have systems in place that ensure records are managed in accordance with the NHS Information Authority's Information Governance Toolkit <input type="checkbox"/> Clinical governance arrangements and legislation / assessments to be adhered to <input type="checkbox"/> Supervision, appraisal, training & personal development takes place for staff and regularly monitored <input type="checkbox"/> Mental Capacity and Safeguarding Adults Guidelines regularly reviewed and applied to all patients <input type="checkbox"/> Complaints Procedures are communicated to all staff, service users and carers. <input type="checkbox"/> Adherence with relevant Health & Safety legislation <input type="checkbox"/> NICE Guidance Dementia and Care
Outcomes & Targets	<ul style="list-style-type: none"> <input type="checkbox"/> Improve service user satisfaction against domains in National Patient Survey. % overall satisfaction in adult community services to increase. Annual report collated from teams <input type="checkbox"/> All service change projects have evidence of service user/carer involvement. Six Monthly <input type="checkbox"/> Are protocols in place across all health systems for the care and management of older people with mental health problems? (exception reporting only) <input type="checkbox"/> Degree to which community mental health teams serving older people have integrated working between health and social care staff <input type="checkbox"/> Establish audit of protocols between WAMHS and CRHT and

	OPMH
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ANNEX 5

SPECIFICATION FOR CARERS

OVERVIEW OF INTEGRATED PROVIDER SCHEME

The Working Age Mental Health Services, Substance Misuse and Community Forensic Services are required to offer Carers Assessments for eligible Carers to identify if they require further help and support. Following the assessment which may be conducted by any of the Health and Social care staff based in one of the above teams an outcome will be reached which may lead to a Carers Care Plan being developed and a funded package of support or alternatively professional advice being provided.

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

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

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

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

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

Over a number of years, the Trust and the Local Authority have worked together successfully developing mental health services, implementing the National Service Framework for Mental Health, improving the voice and influence of service users and initiating Recovery working within the service. This scheme aims to support this collaboration and build upon it to achieve a truly person centred service.

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

AIMS AND OUTCOMES

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

FUNCTIONS INCLUDED

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

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

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

- accommodation under s22, 23(2) or 26 of the National Assistance Act 1948; and
- services provided under s17(2) of the Health and Social Services and Social Security Adjudication Act 1983.

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

- the exercise of functions under the Mental Health Act 1983;
- the assessment of individual needs for community care services under s47 of the NHS and Community Care Act 1990;
- the provision of services under the National Assistance Act 1948 Part III;
- the provision of services under s2 of the Chronically Sick and Disabled Persons Act 1970;
- the provision of services under s45 of the Health Service and Public Health Act 1968;
- the provision of services under the National Health Service Act 2006 Schedule 20;
- the assessment and provision of services for carers under the Carers (Recognition and Services) Act 1995, the Carers and Disabled Children Act 2000 and the Carers (Equal Opportunities) Act 2004;
- the duties and functions of the Local Authority under the Community Care (Delayed Discharge) Act 2003;
- the provision of an Approved Mental Health Professional (AMHP) service, subject to the approval of individual AMHPs by the Local Authority under s114 of the Mental Health Act 1983; and

- safeguarding responsibilities as set out in the statutory guidance No Secrets: Guidance on developing Multi-Agency Policies and Procedures to Protect Vulnerable Adults from Abuse (Department of Health, 2000) and successor guidance.

SERVICES CURRENTLY PROVIDED IN RESPECT OF THOSE FUNCTIONS

- Carers Assessments
- Carers Care Plans
- Carers Services

GOVERNANCE ARRANGEMENTS

As in the Overarching Agreement.

FINANCIAL RESOURCES

Financial Year 2012/2013

	Trust contribution (Full Year)	Local Authority Contribution (Full Year)
Aligned budget A	0	279,204 + 12,000 (training and information packs)

The figures above are for the full year 1 April 2012 to 31 March 2013 [and the Parties will contribute a pro rata proportion for the period from the Commencement Date to 1 April 2013]¹³.

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

STAFF

Local Authority staff to be made available to the arrangements

Funded Establishments	FTE
Carers Liaison Worker	11.22
	11.22

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

Trust staff to be made available to the arrangements

N/A

The Parties shall retain responsibility for their own staff in accordance with the contract of employment for each of their own employees in the service.

¹³ To be deleted if the Commencement Date is after 1 April 2012.

Nothing in this scheme shall constitute the transfer of staff from the Local Authority to the Trust or from the Trust to the Local Authority.

The Local Authority will be responsible for the employment of carer liaison workers.

OTHER RESOURCES

Local Authority contribution

	Details	Charging arrangements	Comments
Premises	Surrey County Council buildings occupied by Integrated Mental Health staff health and social care:		
	Wingfield Resource Centre, St. Anne’s Drive Redhill	Yes – proportionate part according to use recharged to Trust Aligned Budget	
	Brickfield Centre, Portland Place, Epsom	Yes – proportionate part according to use recharged to Trust Aligned Budget	
	Glenthorne Resource Centre, Rookery Road, Staines	Yes – proportionate part according to use recharged to Trust Aligned Budget	
	Joseph Palmer Centre, 319A Walton Road, West Molesey	Yes – proportionate part according to use recharged to Trust Aligned Budget	
Assets and equipment	The Local Authority is responsible for providing, servicing, upgrading and replacement of any assets, equipment and IT database systems currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time).		
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements	No Charges.	

Trust Contribution

	Details	Charging arrangements	Comments
Premises	<u>Surrey & Borders Partnership NHS Foundation Trust buildings occupied by Integrated Mental Health staff, health and social care.</u>		
	Farnham Road Hospital, Guildford	No charges	
	Farnham Hospital, Farnham	No charges	
	Ridgewood Centre, Camberley Farmside, West Park Hospital, Epsom	No charges	
	Clarendon House, 28 West Street Dorking	No charges	
	Bridgewell House, Woking Lake House, St. Peters Hospital, Chertsey	No charges	
	Ludlow Resource Centre, Ludlow Road, Guildford	No charges	
	Napier House, West Elmbridge, Walton on Thames	No charges	
	Shaws Corner, Reigate	No charges	
	Langley House, Oxted	No charges	
Assets and equipment	The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment, IT database systems currently provided by it which are used for Trust staff (unless this is otherwise agreed between the Parties from time to time).	No charges	
Contracts	None		
Central support services	Reasonable financial, human resources, information technology support, training and other central resources to support the Arrangements	No charges	

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

Service Specification for Carers

Service Specification:

Client Group Section:	CARERS
Pathway:	COMMUNITY
Service Title:	Services for Carers

Service Description	
Role, Fit & Model	<p>The Trust's commitment to carers having access to effective carers needs assessment processes are highlighted through the Surrey Carers Charter. National Legislation provides further guidance</p> <p><u>Carers (Recognition and Services) Act 1995</u></p> <p><u>Carers and Disabled Children Act 2000</u></p> <p><u>Carers (Equal Opportunities) Act 2004</u></p>
Aims	<p>Notifying Carers of their right to an assessment in accordance with Section 6A of the Carers and Disabled Children Act 2000</p> <p>The assessment of carers looking after adults with Mental Health Concerns undertaken under:</p> <p style="padding-left: 40px;">a) the Carers (Recognition of Services) Act 1995 in order to help inform an assessment under s47 of the NHSCCA 1990, or S2 of the Chronically Sick and Disabled Persons Act 1970.</p> <p style="padding-left: 40px;">and</p> <p style="padding-left: 40px;">b) the Carers and Disabled Children Act 2000.</p> <p>To undertake carers assessments and make recommendations to the Local Authority to:</p> <p style="padding-left: 40px;">a) provide services to carers including carer direct payments under the Carers and Disabled Children Act 2000</p> <p style="padding-left: 40px;">b) provide Carer Break Vouchers under the Carers and Disabled Children Act 2000</p> <p style="padding-left: 40px;">c) help inform an assessment under s47 of the NHSCCA 1990, or S2 of the Chronically Sick and Disabled Persons Act 1970 or the Carers and Disabled Children Act 2000</p> <p>Carers own needs are addressed as a distinct element of the service user's assessment. The assessment is to establish what support a carer needs to continue to care, to allow the carer to have a private discussion with the</p>

	<p>assessor and a chance to consider his or her own needs including outside of the caring role.</p> <p>If the service user is unwilling or unable to have their needs assessed, a Carers Assessment can be undertaken independently under the Carers and Disabled Children Act 2000. Carers assessments have two key purposes</p> <ul style="list-style-type: none"> <input type="checkbox"/> To identify support needed to enable the carer to continue to care <input type="checkbox"/> To address the Carers own needs including around work, life-long learning and leisure <p>The Needs of the Carers will be taken into account when making decisions on services for the client.</p> <p>The assessor must take account of these issues when deciding what services to provide. Finding out how things are for the carer is part of getting the whole story and must be completed before confirming the Clients care Plan.</p>
Surrey Population Profile	
Total Pop:	1.1 million
Pop Aged ...-....:	
Geography:	Rural and semi-rural area
Demography:	
Service Client Group	
Age	Carers of people 65 years and under
Exclusions	Carers of people over the age of 65 are not covered within this agreement
Service Access	
Referral Source	GP/Primary Care/Social Services
Operating Hours	Weekdays Between 9.00am and 5.00pm
Location	Carers services are provided by Health and Social Care staff operating from the integrated Working Age Teams, which include all CMHRS, AOT, EIIP, Substance Misuse and Forensic teams
Service Components	
Key Functions	<p>Standard 6 of the framework requires that all individuals who provide regular and substantial care for a person who has had a Community Programme Assessment (CPA) should:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have an assessment of their own caring, physical and mental health needs, repeated on at least an annual basis; <input type="checkbox"/> have their own written care plan which is given to them and implemented in discussion with them. <p>Standard 6 affects Young Carers as well as Adult Carers of</p>

	<p>people with mental health problems. Where the carer is under 18 discussions with Children’s Services are essential. A child or young person involved in a CPA case should normally be regarded as a Young Carer.</p> <p>□ These requirements also apply to assessments undertaken as a “statement of need”.</p>
Individual Care Pathway	
Assessment	<p>Where Carers undertake regular and substantial care, they are entitled to a carers assessment. This applies even where the “service user “ will not engage.</p> <p>There is a duty to provide carers with an appropriate range of information commencing at the earliest point of contact with services, even if carers do not want to take up the offer of their own assessment. Carers need to be given the Carers Information Pack (available from the SABPT website or SABP staff).</p> <p>There is also a duty to capture the carer’s views about the service user’s needs as part of the Community Care Assessment (The CPA includes a Community care assessment). This applies even where a carer does not want a carers assessment, and their views should be reflected in the outcome. These views should be captured through a private face to face discussion.</p> <p>The Care Quality Commission Standards require consistency of practice around carers assessments so that there is:</p> <ul style="list-style-type: none">• a face to face discussion• and a written feedback about the outcome <p>The Carer's views must be recorded by the assessor using the Carers Needs Assessment Form. The assessment should be undertaken through discussion with the carer either privately or with the user, whichever is the Carer's wish. <i>It is not acceptable to simply post the form to the carer or leave it with them without any guidance.</i></p> <p>Initially risk should be assessed in relation to user needs only i.e. what would be the risk to the user’s independence if the carer were not present? If the carer is unable or unwilling to provide support to meet an eligible need, the assessor has to consider whether this need has to be met, which in most situations will be the case.</p>
Eligibility	<p>Carers who do not have eligible needs themselves, may though receive services where this is the best way of supporting the client. Conversely, where a carer has eligible needs but the service user does not, a community care service can still be provided to the user if this is the best way of reducing risk to the carer.</p>

<p>Reviews</p>	<p>The Carers Needs Assessment and a Carers Plan, recording the outcomes of the assessment must be agreed with the carer. This information needs to be recorded on RIO.</p> <p>Carers should be involved in all reviews. Where the carer has not previously had a “Carers Needs Assessment” they are entitled to request this as part of the next review and should be offered an assessment.</p> <p>At every review of a Service user’s care plan, a review of the Carers Plan/needs should also be undertaken. It should not be assumed that a carer is still able or willing to continue to provide the same level or nature of care, or that their own circumstances have not changed.</p> <p>When carrying out a review of their own needs, carers should be given the opportunity to say whether they would like more control over how their services are provided – particularly by way of Direct Payments.</p> <p>The details of the review, including any agreed outcomes of the carers review should be recorded on Rio</p>
<p>Discharge</p>	<p>Reference in the Carers (Recognition and Services) Act to carers who “intend” to care is specifically designed to ensure carers needs assessments are undertaken as part of the hospital discharge process.</p>
<p>Connections to Other Services</p>	
	<ul style="list-style-type: none"> <input type="checkbox"/> GPs <input type="checkbox"/> Social and Community Services <input type="checkbox"/> Volunteers/Befrienders <input type="checkbox"/> Faith Groups <input type="checkbox"/> Advocacy <input type="checkbox"/> Carer Services <input type="checkbox"/> Voluntary Sector organisations
<p>PERFORMANCE</p>	
<p>Activity / Data</p>	<p>625 Carers Assessments leading to a Service per annum</p>
<p>Standards</p>	<p>Work in line with the:</p> <ul style="list-style-type: none"> <input type="checkbox"/> National Service Framework <input type="checkbox"/> Comply with Carers Policy and Procedure requirements <input type="checkbox"/> Provider will have systems in place that ensure records are managed in accordance with the NHS Information Authority’s Information Governance Toolkit <input type="checkbox"/> Clinical governance arrangements and legislation / assessments to be adhered to <input type="checkbox"/> Supervision, appraisal, training & personal development takes place for staff and regularly monitored <input type="checkbox"/> Complaints Procedures are communicated to all carers. <input type="checkbox"/> Carers are aware of the outcome of an assessment by providing the carer with a copy of the “Carers Plan.”

Outcomes & Targets	<input type="checkbox"/> Improve service user satisfaction against domains in National Carers Survey. % overall satisfaction of Carers services to increase.
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