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**THIS AGREEMENT** is made on the

day of

2010

**BETWEEN**

- (1) **SURREY AND BORDERS PARTNERSHIP NHS FOUNDATION TRUST** of 18 Mole Business Park, Leatherhead, Surrey, KT22 7AD (the “**Trust**”) and/or its successors or assignees; and
- (2) **SURREY COUNTY COUNCIL** of County Hall, Penrhyn Road, Kingston-upon-Thames, Surrey KT1 2DN (the “**Council**”);

together “the Parties”.

**BACKGROUND**

- (A) The Parties are entering into the Arrangements described in this Agreement for the provision of carer assessment services for adults with mental health concerns in Surrey. The Council’s functions under The Carers and Disabled Children Act 2000, The Carers (Equal Opportunities) Act 2004 and The Carers (Recognition and Services) Act 1995 are health related functions of the Council as specified in Schedule 1 to the Local Authorities Social Services Act 1970. These Arrangements are made pursuant to Section 75 of the National Health Service Act 2006 and the Partnership Regulations.
- (B) The agreed aim and outcome of entering into these Arrangements is to provide integrated health and social care services for the carers of adults with mental health concerns, including young carers.

In consideration of the mutual covenants and undertakings set out below THE PARTIES AGREE as follows:

**General Principles**

The Parties will:

treat each other with respect, dignity and equality:

be open and informative about the performance and financial status of themselves;

provide early information and notice about relevant problems;

use all reasonable endeavours to ensure that the Arrangements result in the provision of services that represent Best Value services for the Council and services subject to Clinical Governance for the Trust; and

perform each of their respective obligations under this Agreement with due skill, care and diligence and in utmost good faith.

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions shall have the following meanings:
- 1.1.1 "Agreement" means this agreement;
  - 1.1.2 "Arrangements" means the arrangements described at Clause 3.1;
  - 1.1.3 "Care Co-ordinator" means health or social care professional trained to undertake Care Program Approach assessments.
  - 1.1.4 "Client Group" means those service users either receiving or eligible to receive the Services living within Surrey;
  - 1.1.5 "Commencement Date" means the 1<sup>st</sup> of December 2010;
  - 1.1.6 "Council Functions" means those functions of the Council which are necessary for the management and provision of the Services for the Client Group under the enactments set out in Part 1 of Schedule 1 These functions may be subject to amendment as a result of changes in legislation regulations or guidance from time to time;
  - 1.1.7 "First Financial Year" means the year from 1<sup>st</sup> April 2010 to 31<sup>st</sup> March 2011;
  - 1.1.8 "Functions" means the Trust Functions and the Council Functions;
  - 1.1.9 "Integrated Structure" means the integrated structure for the management and provision of the Services as set out at Schedule 3;
  - 1.1.10 Joint Management Board (JMB) means the joint board that manages the integrated service on behalf of the Council and Trust.
  - 1.1.10 "Material breach" means a persistent or unrectifiable breach or a breach which affects the delivery of the Services or has an adverse affect on the users of the Service;
  - 1.1.11 "Nominated Committee" means for the Council the Cabinet and for the Trust their Board;
  - 1.1.12 "Partnership Regulations" means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 2000 No 617) as amended;
  - 1.1.13 "Services" means the services provided under this Agreement for the Client Group as set out in Schedule 2;
  - 1.1.14 "Staff" means the staff to be contributed by the Parties to the Arrangements and who will form part of the Integrated Structure to be employed and/or contracted to carry out the Functions and Services
  - 1.1.15 "Team Manager" means the manager of a team within the integrated service.

- 1.1.16 “Trust” means the Surrey and Borders NHS Foundation Trust and its successors or assignees
- 1.1.17 “Trust Functions” those functions of the Trust which are necessary for the management and provision of the Services for the Client Group under the enactments set out in Part 2 of Schedule 1. These functions may be subject to amendment as a result of changes in legislation regulations or guidance from time to time;
- 1.2 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.
- 1.3 The headings of the Clauses in this agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate.
- 1.4 References to Schedules are references to the Schedules to this Agreement and a reference to a paragraph is a reference to the paragraph in the Schedule containing such reference.
- 1.5 References to a person or body shall not be restricted to natural persons and shall include a company corporation or organisation.
- 1.6 Words importing the one gender only shall include the other genders and words importing the singular number only shall include the plural.

## **2 DURATION OF AGREEMENT**

- 2.1 This Agreement shall come into force on the Commencement Date and shall continue for three years with the capacity to extend the term by agreement of the JMB and an exchange of letters between the parties or until terminated in accordance with the provisions of this Agreement.
- 2.2 This Agreement may be terminated:
- 2.2.1 on not less than 6 months’ written notice by one Party to the other;
- 2.2.2 in accordance with the provisions of Clause 11; or
- 2.2.3 at any time by written agreement between the Parties;

## **3 DETAILS OF ARRANGEMENTS, FUNCTIONS AND SERVICES**

- 3.1 The Arrangements are to comprise:
- 3.1.1 the establishment of the Integrated Structure for the management of the Services for the Client Group in fulfilment of the Functions.
- 3.1.2 the exercise by the Trust of:

- 3.1.2.1 the Trust Functions and;
- 3.1.2.2 on behalf of the Council, the Council Functions,  
in respect of the Client Group.
- 3.2 The Services to be provided by the Parties in fulfilment of the Functions are set out at Schedule 2. For the avoidance of doubt, those Services which the Council has a responsibility to provide for the Client Group will continue to be commissioned by the Council but managed and provided by the Trust through the Integrated Structure. These Services are detailed in the Service Specification agreed between the Parties attached hereto as Schedule 2 (and any subsequent jointly agreed specification).
- 3.3 The Functions and Services are subject to such exclusions as may be agreed in writing between the Parties from time to time.
- 3.4 The Arrangements under this Agreement shall not affect:
  - 3.4.1 the liabilities of the Parties to any third parties for the exercise of their respective functions and obligations; or
  - 3.4.2 powers or duty to recover charges for the provision of any Services in the exercise of any Council functions.

#### **4 THE INTEGRATED STRUCTURE**

- 4.1 Subject to agreement in writing from the Council, the Trust may make changes to the Integrated Structure in order to more effectively undertake the delivery of the services whilst remaining within the staffing resource made available by the Council on the Commencement Date plus any annual indexing of the resource level for inflationary pay rises.
- 4.2 The day to day management of the Integrated Structure and of the carrying out of the functions will be the responsibility of the Director of Operations who shall be an employee of the Trust.

#### **5 STAFFING WITHIN THE INTEGRATED STRUCTURE**

- 5.1 Council staff and Trust staff may be seconded from either party to the other on the agreement of either Party.
- 5.2 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.
- 5.3 Nothing in this agreement shall constitute the transfer of staff from the Council to the Trust or from the Trust to the Council.
- 5.4 The Team Manager for each joint team is responsible for ensuring that carers assessments within their team are undertaken by a care co-ordinator. This is the case whether the Team Manager is employed by the Trust or the Council.

- 5.5 The Joint Management Board will monitor performance on carers assessments and receive a report on the carers performance indicator as part of their regular performance monitoring reports.

## **6 FINANCES AND RESOURCES**

- 6.1 The Parties acknowledge that they are not entering into pooled budget arrangements pursuant to Section 75 of the National Health Service Act 2006 and the Partnership Regulations.

- 6.2 The financial contribution of the Council for the full First Financial Year is set out in Schedule 4.

- 6.3 The Parties have agreed that the inflationary index RPIX will be applied to the financial contribution of the Council set out in Schedule 4,

- 6.4 The Parties have agreed that the NHS VAT regime shall apply to this Agreement.

- 6.5 The Trust will provide or make available:

6.5.1 The Trust Staff necessary to continue to provide an integrated service and the functions set out in Schedule 1 Part 2;

6.5.2 The use of premises from which the service operates.

6.5.3 IT and office equipment to facilitate the provision of the service

- 6.6 The Council will provide or make available:

6.6.1 The training specified in Schedule 4;

6.6.2 Carers information packs as specified in Schedule 4

6.6.3 Carer Liaison Workers

- 6.7 Assets belonging to the Parties at the Commencement date shall remain in that Party's ownership throughout the term of this Agreement and shall revert back to that Party on termination. All such assets and possession thereof shall be identified in an asset register as belonging to the relevant Party which shall constitute proof of ownership should any dispute arise.

- 6.8 Any assets jointly purchased for the Services during the course of this Agreement shall belong jointly to the Parties and shall be divided up by agreement at termination. All assets purchased jointly shall be recorded in an asset register as shall any additional assets used for the Services after the Commencement date.

- 6.9 Where a Party wishes to retain a jointly purchased asset then that Party shall pay to the other a sum representing the percentage of the current market value of the asset which is equal to the percentage financial contribution the non asset retaining Party made to the cost of the asset or such other sum as shall be agreed between the Parties at termination.

- 6.10 The Council will be responsible for the cost of translation services reasonably required to undertake carers assessments.
- 6.11 The Council will be responsible for the cost of a Carers Information Pack specific to carers where carers assessments are undertaken within the trust. The cost of the pack will not exceed £5,000 in any one financial year.
- 6.12 The Council will be responsible for the cost of an annual carers assessment training programme. The cost of the programme will not exceed £7,000 in any one financial year.

## **7. INDEMNITIES, LIABILITY AND INSURANCE**

7.1 Each Party (the “First Party”) shall indemnify the other Party (the “Second Party”) its officers and employees and agents against any damage, cost, liability, loss, claim or proceedings whatsoever arising in respect of:

- 7.1.1 any damage to property real or personal including (but not limited to) any infringement of third Party patents copyrights and registered designs;
- 7.1.2 any personal injury;
- 7.1.3 any fraudulent or dishonest act of Staff;
- 7.1.4 any Service User complaint or investigation by the health service ombudsman, local government ombudsman for England or any similar entity or any claim for Judicial Review

arising out of or in connection with the Arrangements in so far as such damage, cost liability loss claim or proceedings shall be due directly or indirectly to any negligent act or omission or any breach of this Agreement by the First Party its officers or employees.

7.2 Where the First Party has only contributed partially to the cause of any damage, cost, liability, loss, claim or proceedings, it shall only be liable to indemnify the Second Party for such proportion of the total costs of such damage, cost, liability, loss, claim or proceedings as its contribution to the cause bears to the total damage, cost, liability, claim or proceedings. Where the Parties are unable to agree any such apportionment the disputes procedure in Clause 15 shall apply.

7.3 Each Party shall ensure that they maintain policies of insurance (or in the case of the Trust equivalent arrangements through the schemes operated by the National Health Service Litigation Authority) in respect of employers liability, liability to third Parties and other insurance arrangements to cover the matters referred to in Clauses 7.1 to 7.2.

## **8. MONITORING, QUARTERLY AND ANNUAL REVIEWS AND REPORTING**

8.1 The Parties will monitor the effectiveness of the Service using measures of performance as set out in the Service Specification at Schedule 2 (and any subsequent jointly agreed variation to that specification).

- 8.2 At the end of each quarter in each financial year the Trust shall report to the Joint Management Board which shall be the forum through which the Parties shall exercise governance arrangements and report to their respective Nominated Committees on the partnership generally and on the exercise of each Party's functions through the partnership. The terms of reference of the Joint Management Board are set out at Schedule 5.
- 8.3 The Parties agree to review and prepare a report at the end of each financial year to include an evaluation of the performance and service delivery against the prevailing agreed performance measures targets and priorities.
- 8.4 The Parties agree that at least annually there shall be a review of the Schedules to consider any changes in legislation which may affect the Services or the Agreement and a review of the governance arrangements to ensure that they remain fit for purpose. Where necessary there will be consultation with carer stakeholders. Any necessary changes will be made by agreement between the Parties and approved by the Joint Management Board and the Council and the Trust's board and recorded in writing as a variation to the Agreement. Any variation shall take effect on the date of the signing of any variation by both Parties. Responsibility for ensuring that this review takes place shall lie with the Trust.

## 9. EARLY TERMINATION

- 9.1 Either Party may at any time by notice in writing to the other Party terminate this Agreement after 28 days from the date of service of such notice if
- 9.1.1 the other Party commits a material breach of any of its obligations hereunder;
  - 9.1.2 the other Party commits a breach of any of its obligations hereunder which is capable of remedy but has not been remedied within a reasonable time after receipt of written notice from the terminating Party serving notice requiring remedy of the breach; or
  - 9.1.3 the other Party agrees in writing to the termination of this Agreement.
- 9.2 Either Party may by written notice to the other Party terminate this Agreement if:
- 9.2.1 as a result of any change in law or legislation it is unable to fulfil its obligations hereunder
  - 9.2.2 its fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the date hereof
  - 9.2.3 its fulfilment of its obligations would be ultra vires and the Parties are unable to agree a modification or variation to this Agreement so as to enable the Party to fulfil its obligations in accordance with law and guidance.

In the case of notice pursuant to Clause 9.2.1 or 9.2.2 the Agreement shall terminate after such reasonable period as shall be specified in the notice having regard to the nature of the change referred to in Clause 9.2.1 or the guidance referred to in Clause 9.2.2 as the case may be.



9.3 Termination of this Agreement shall be without prejudice to the Parties' rights in respect of any antecedent breach and the provisions of Clauses 7, 10, 11 and 12.

## 10. WINDING DOWN

10.1 If this Agreement terminates, whether under Clause 2, Clause 9, or through any other reason, the Parties agree as follows:

10.1.1 they will work together and co-operate to ensure that the winding down of the Integrated Services and activities to the separate responsibilities of the Trust and the Council is carried out smoothly and with as little disruption as possible to service users, Staff, the Parties and third Parties; and

10.1.1.1 they will work together for a period of 6 months commencing on the date of termination of this Agreement so as to wind down the Arrangements in accordance with Clause 10.1.1.

## 11. CONFIDENTIALITY

11.1 The Parties shall not publish or cause to be published or communicate to any third Party any matter relating to this Agreement except with the prior written consent of the others (such consent not to be unreasonably withheld or delayed)

11.2 The Parties shall take all reasonable steps to prevent unauthorised access to or theft of information within its control relating to this Agreement

11.3 The Parties shall take all reasonable steps to ensure that confidential information is not disclosed and is rendered illegible or unintelligible prior to disposal.

11.4 Requests for access to information about the service, service users or carers under the Data Protection Acts 1984 and 1998 and the Freedom of Information Act 2000 shall be managed by the Trust in the first instance and the Trust undertakes to accept all liability in the event of a failure to disclose information in accordance with the said Acts.

11.5 The Parties shall comply with their duties and responsibilities under the Data Protection Acts 1984 and 1998 in the performance of this Agreement and in respect of any confidential information or other information and data relating to or connected with this Agreement and shall not unlawfully process or disclose information subject to those Acts.

11.6 Parties shall cooperate with each other as required (including but not exclusively assistance in retrieving information held) to enable them to comply with their duties under the Freedom of Information Act 2000 and this Clause and any and all agreements between the Parties as to confidentiality shall be subject to the Parties' duties under that Act. The Parties shall not be in breach of any confidentiality Clauses or agreements if it makes disclosures of information in accordance with the Act.

11.7 The Parties shall share information in accordance with the information sharing principles at Schedule 6.

## **12 COMPLAINTS**

12.1 The Trust's complaints procedure shall apply to the Integrated Services. The Parties agree to co-operate with each other in the resolution of Service User complaints arising from the Agreement and may develop joint protocols for the resolution of such complaints from time to time. The Parties agree that they shall notify each other within 7 days of receiving a complaint about the Services to enable such cooperation and a timely response.

## **13 WAIVERS**

13.1 The failure of either Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Party thereafter to enforce such provision.

13.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

## **14 GOVERNING LAW**

14.1 This Agreement shall be governed by and construed in accordance with English Law.

## **15 DISPUTES**

15.1 In the event of a dispute, other than a dispute in respect of a Material Breach arising between the Parties in connection with this Agreement the Parties shall in the first instance seek to settle such dispute by discussion and negotiation between their respective designated officers who shall meet for this purpose.

15.2 If the Parties have not settled any dispute within 20 working days of the dispute meeting in accordance with 15.1 either Party may request that the chief executive officers of the Parties shall meet as soon as is reasonably practicable to attempt to resolve the dispute without recourse to legal proceedings.

15.3 Any disputes not capable of resolution by the Parties in accordance with the terms of this Clause shall be settled as far as is possible by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure in use by CEDR at the date it receives notice of the dispute.

15.4 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation but should any mediation be terminated by agreement between the Parties either Party may commence court proceedings or arbitration.

## **16 TRANSFERS**

16.1 The Parties may not assign mortgage transfer sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written

consent of the other except to any statutory successor in title to the appropriate statutory functions.

## **17 NO PARTNERSHIP**

17.1 Nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of employer and employee between the Parties or render either Party directly liable to any third Party for the debts, liabilities or obligations of the other.

17.2 Save as specifically authorised under the terms of this Agreement neither Party shall hold itself out as the agent of the other.

## **18 NOTICES**

18.1 Any notice of communication in relation to this Agreement shall be in writing.

18.2 Any notice or communication to the Council shall be deemed effectively served if sent by registered post or delivered by hand to the Council at the address set out above and marked for the chief executive to such other addressee and address notified from time to time to the Trust for service on the Council.

18.3 Any notice or communication to the Trust shall be deemed effectively served if sent by registered post or delivered by hand to the address set out above and marked for the attention of the chief executive or to such other addressee and address notified from time to time to the Council for service on Trust.

18.4 Any notice served by delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

## **19 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

19.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Parties to this Agreement do not intend that any third Party should have any rights in respect of this Agreement by virtue of that Act.

## **20 NON-DISCRIMINATION**

20.1 Neither Party shall unlawfully discriminate within the meaning of the scope of the Race Relations Act 1976 the Sex Discrimination Acts 1975 to 1986 the Disability Discrimination Act 1995 the Race Relations (Amendment) Act 2000 and any other applicable anti-discrimination statutes or any statutory modification or re-enactment thereof relating to discrimination in employment

20.2 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.

- 20.3 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 (a) decisions made in the recruitment training or promotion of staff employed or to be employed in the provision of the Service and (b) the provision of the Service under this Agreement.
- 20.4 In performing their obligations under this Agreement each Party must observe as far as possible the Commission for Racial Equality's code of practice for employment ('the Code'), any updates to the said Code or any code which may replace it.
- 20.5 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.

## **21 FORCE MAJEURE**

- 21.1 For the purposes of this Agreement the expression "Force Majeure" shall mean fire flood or any disaster or any other circumstances beyond the reasonable control of either Party.
- 21.2 If any of the Parties shall become aware of circumstances of Force Majeure which give rise to any such failure or delay on its part it shall forthwith notify the others by the most expeditious method then available and shall inform the others of the period for which it is estimated that such failure or delay shall continue and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events and for such time after they cease as is necessary for that Party using all best endeavours to recommence its affected operations in order for it to perform its obligations.
- 21.3 It is expressly agreed that any failure by the Trust to perform or any delay by the Trust in performing its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any Agents shall be regarded as a failure or delay due to Force Majeure only in the event that the Agent shall itself be prevented from or delayed in complying with its obligations in such contract supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure, provided always that an industrial dispute affecting such Agent for which a substitute Agent is not reasonably available will be considered to be an event of Force Majeure in relation to the Agent concerned
- 21.4 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford any Party relief from liability for failure or delay shall be any event qualifying as Force Majeure hereunder

## **22. MEDIA**

- 22.1 In the event that any matter in respect of the Service requires a statement to the media the Parties will jointly agree a statement to the media.

**IN WITNESS** whereof this Agreement has been executed by the Parties on the date of this Agreement

**EXECUTED** by  
**SURREY AND BORDERS  
PARTNERSHIP NHS FOUNDATION  
TRUST**

by affixing its seal in the presence of:

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

**THE COMMON SEAL OF  
SURREY COUNTY COUNCIL**  
was hereunto affixed in the presence of:

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

## **SCHEDULE 1- FUNCTIONS TO BE INCLUDED**

### **PART 1 – COUNCIL FUNCTIONS**

The functions for the management and provision of the Services under the following enactments:

Carers (Equal Opportunities) Act 2004

Carers and Disabled Children Act 2000

Carers (Recognition and Services) Act 1995

### **PART 2 – TRUST FUNCTIONS**

Providing or making arrangements for the management and provision of services under sections 1, 2 and 3 of the NHS Act 2006.

## SCHEDULE 2- SPECIFICATION

The functions being delegated to the Trust are as follows:

1. Notifying Carers of their right to an assessment in accordance with Section 6A of the Carers and Disabled Children Act 2000
2. The assessment of carers looking after adults with Mental Health Concerns undertaken under:
  - 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.And
  - b) the Carers and Disabled Children Act 2000
3. The power to undertake carers assessments and make recommendations to Surrey County Council to:
  - a) provide services to carers including carer direct payments under the Carers and Disabled Children Act 2000
  - b) provide Carer Break Vouchers under the Carers and Disabled Children Act 2000
  - 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

It is Surrey County Council's expectation that these assessments will be carried out by a care co-ordinator.

Assessment outcomes from assessments completed by NHS staff will be notified to a Care Co-ordinator who is an employee of the Council.

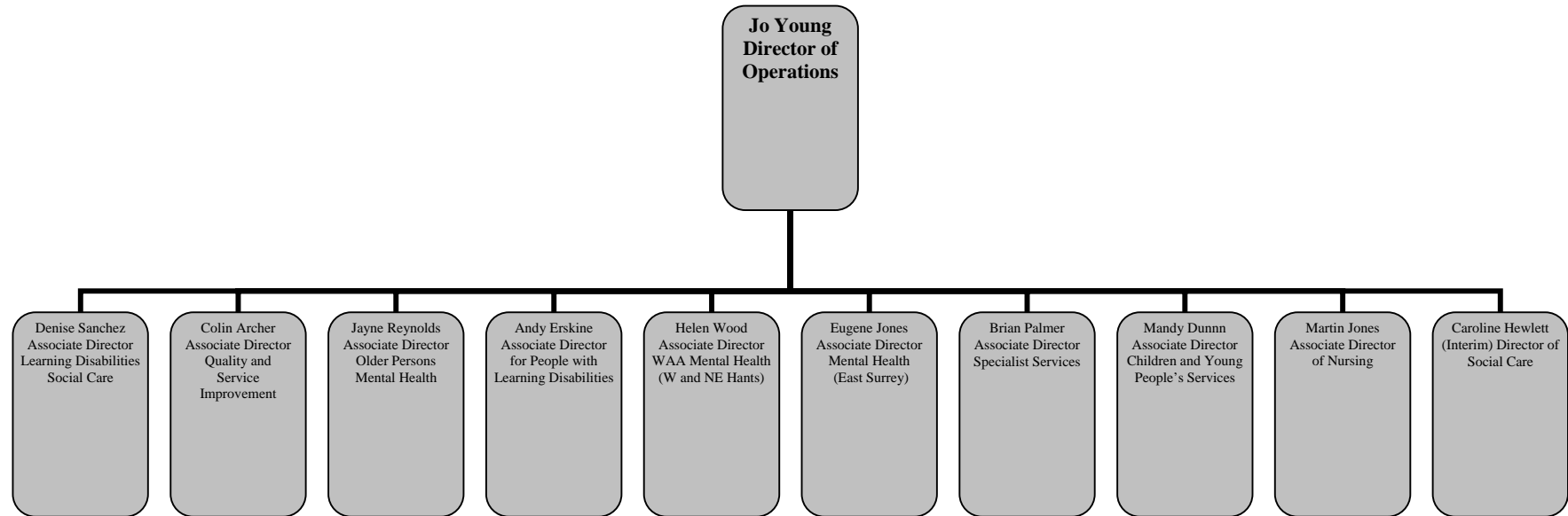
It is Surrey County Council's expectation that the Care Co-ordinator or other Trust employee will record the carers assessments and outcomes on the 'RIO' system.

The Joint Management Board will receive a quarterly report about carers assessments from the Trust

A Carers Assessment Procedure is available for all staff of the service to follow when undertaking carers assessments.

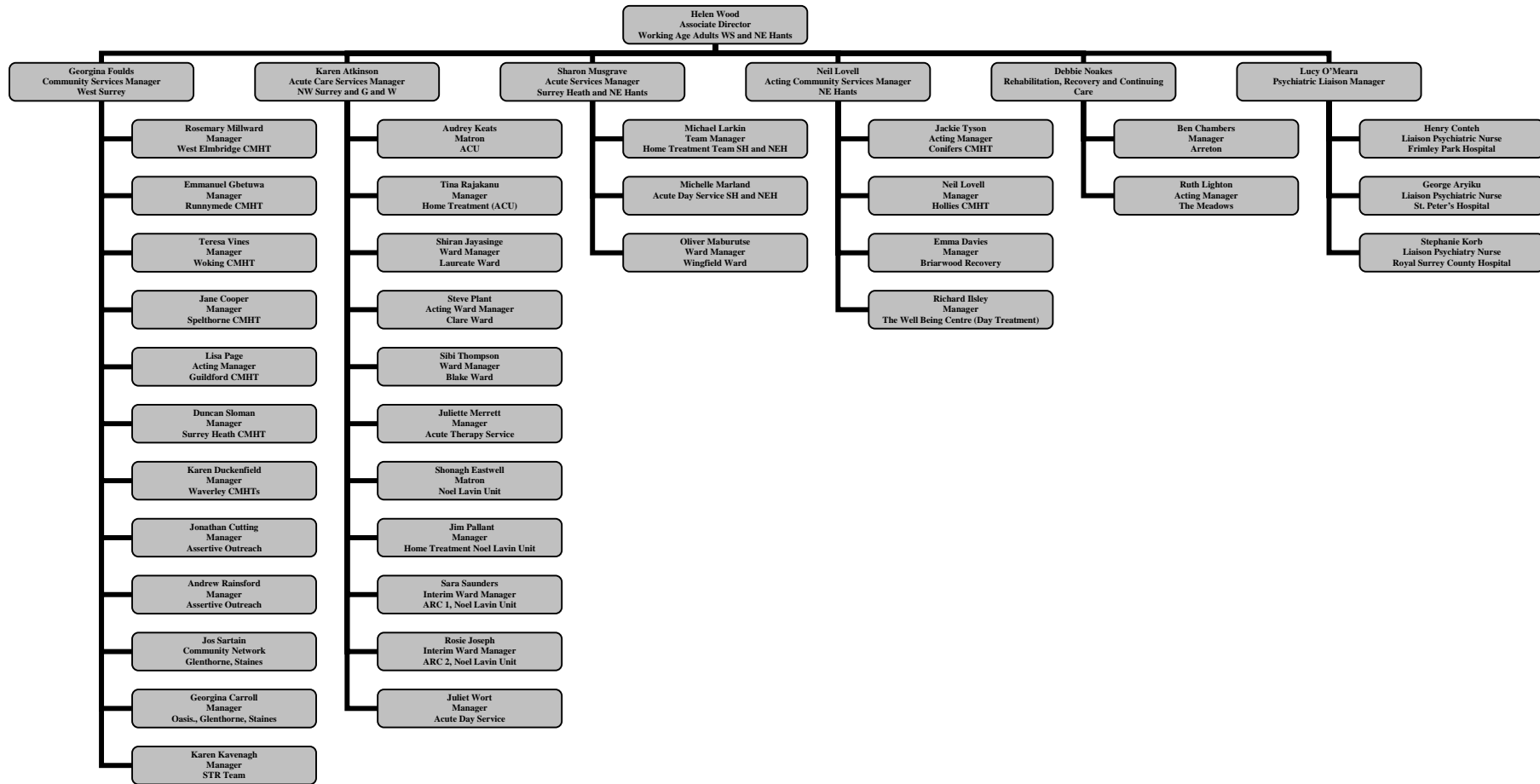
# SCHEDULE 3 INTEGRATED SERVICE MODEL

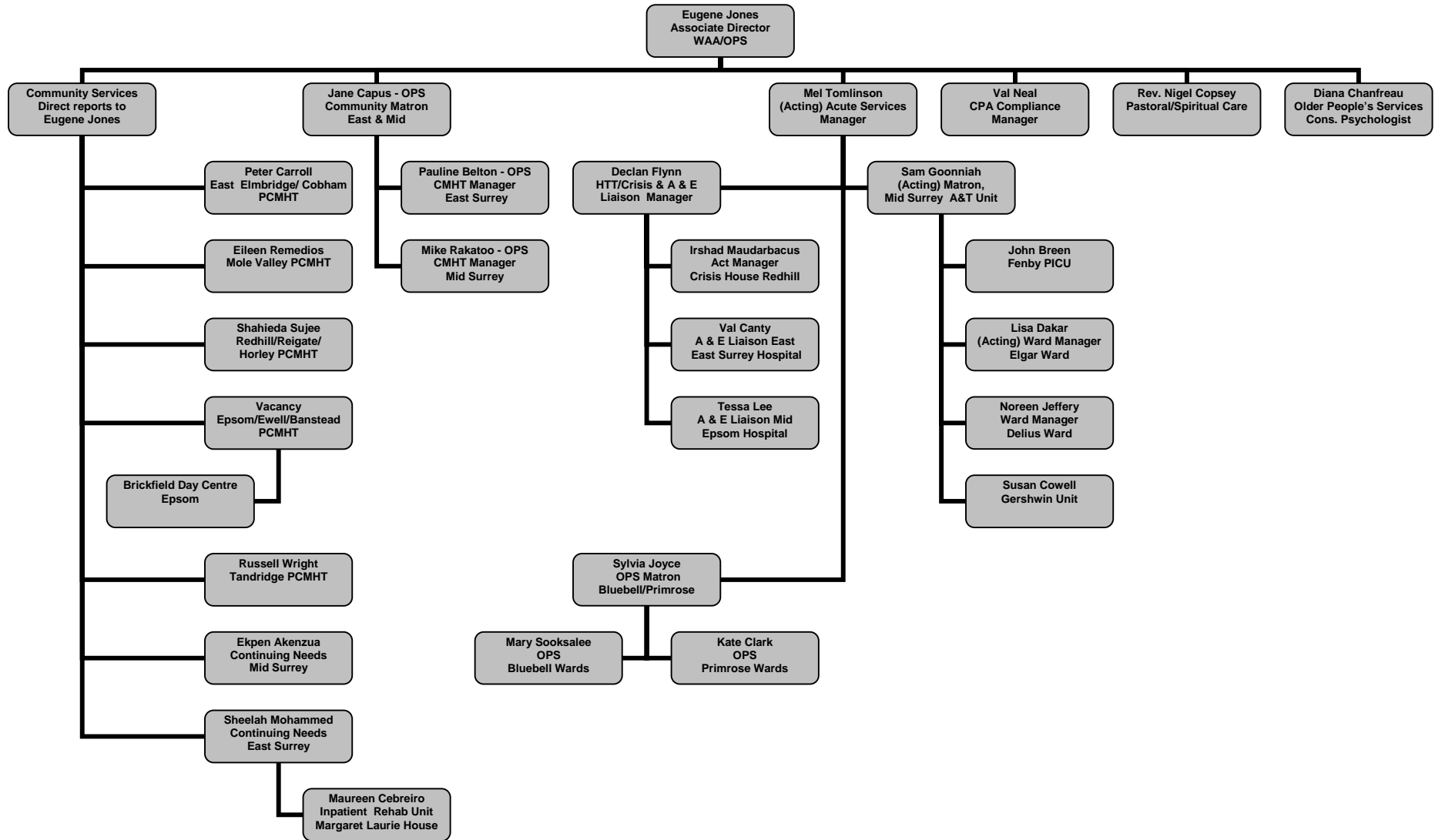
## Operations Directorate Management Structure

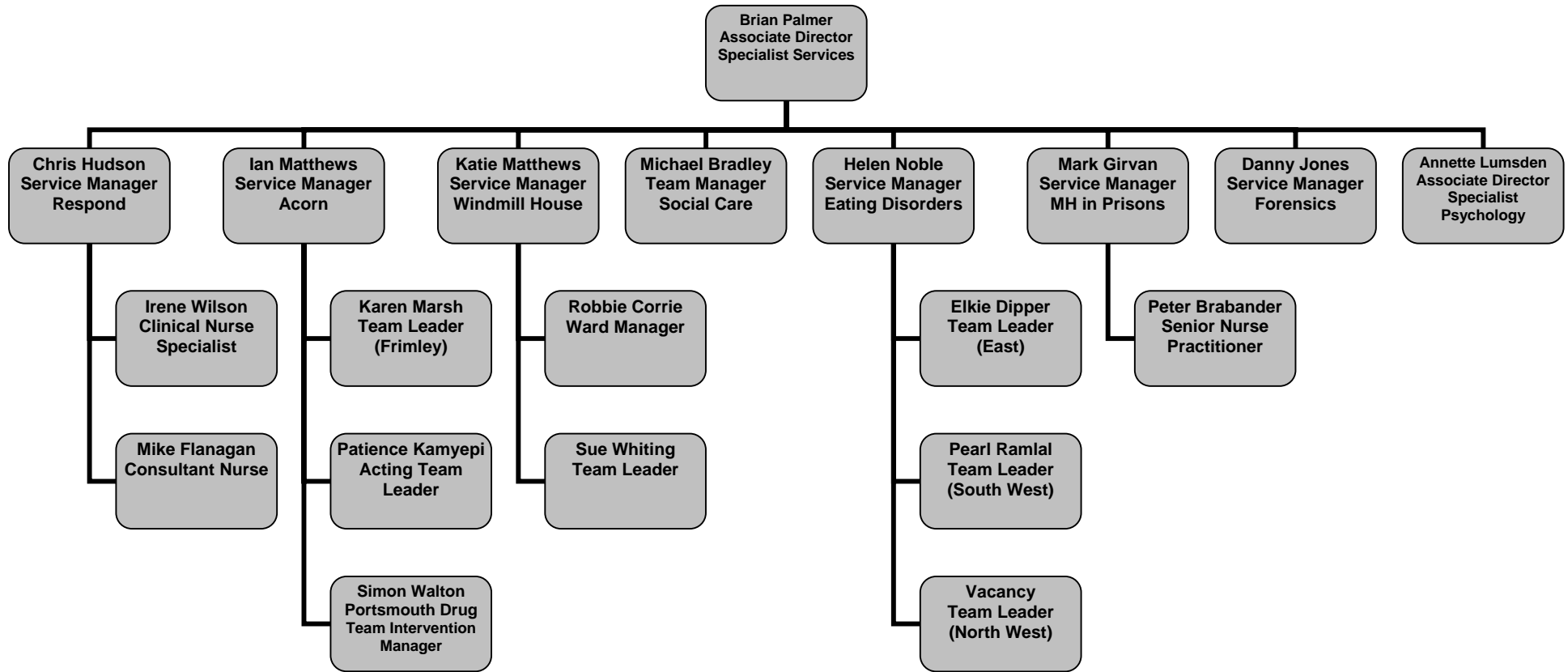




## Working Age Adult Mental Health Services (West Surrey and North East)







## SCHEDULE 4- CONTRIBUTIONS BY THE COUNCIL

- a) The Council will be responsible for the cost of translation services reasonably required to undertake carers assessments
- b) The Council will be responsible for the cost of a Carers Information Pack specific to Carers where carers assessments are undertaken within the Trust. The cost of the pack will not exceed £5,000 in any one financial year.
- c) The Council will be responsible for the cost of an annual carers assessment training programme. The cost of the programme will not exceed £7,000 in any one financial year.

A jointly agreed carers assessments training programme will be agreed annually including :-

- A customised version of the carers assessments course run through the joint training programme. This session is run by a freelance trainer together with a carers trainer
- Team based briefings organised jointly by the Council's carers practice development manager and appropriate staff from within the trust. This will normally include an element of input from independent carers organisations.
- An "e-learning" package enabling some staff to be trained on line. This will service as an introductory session for those requiring training in the undertaking of carers assessments

The programme will be operated at a sufficient level of activity to ensure that all relevant staff have the opportunity to attend a relevant session.

Where ever possible, the delivery of training will include input from carer trainers.

The partners will seek funding from the joint training group as a contribution towards the running of the training. The Council agrees to fund the balance of costs for activities within the agreed programme. The carers assessment training progamme will be reviewed annually taking account of feed back from course participants, changes in legislation, policy or procedure and the views of partners from carers organisations.

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

## **SCHEDULE 5- TERMS OF REFERENCE OF THE JOINT MANAGEMENT BOARD**

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

#### **Introduction**

Surrey County Council and Surrey and Borders Partnership Foundation Trust have been working through a formal partnership since 2005. The partnership has endorsed joint working arrangements and management structures within adult mental health services through a memorandum of understanding arrangement. The current arrangement needs to be reviewed in recognition of the successes of the partnership and a more formal arrangement which capitalises on the strengths of both organisations is now required.

#### **Aim**

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

#### **Objectives**

- Formalise joint management arrangements
- Monitor the outcomes of commissioning strategy
- Agree budget management responsibility and accountability within the operations directorate
- Develop robust performance reporting framework which includes the statutory reporting for both Surrey County Council and SABPFT key performance indicators
- 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
- Replace current arrangements provided through memorandum of understanding with joint statement of intent.
- Establish formal Section 75 agreements which authorise delegation of Surrey County Council statutory duties to SABFT in the following areas:-

FACS/CPA Implementation

MHA and statutory provision including the AMHP service

Carers' assessments

Direct payments and or self directed support and key strategic agendas relating to the personalisation agenda.

### **Accountability and reporting.**

The joint management board will be accountable to and report directly to the SABP Executive Board and SCC Adults Leadership Team respectively.

### **Membership.**

#### **Article I. Eugene Jones (Chair) Associate Director for WAA - East**

Graham Wilkin Director of Social Care & Carer Involvement  
Dave Sargeant, Head of Service Adult Social Care Services  
Donal Hegarty, Policy & Commissioning Manager, MH & Substance Misuse  
Siobhan Abernethy, Business Support Manager  
Ken Akers, HR - SCC  
Penny Clarke, Performance  
Chris Whitty, Senior Business Support Manager - SCC  
Lucy O'Meara, Community Services Manager - East  
Georgina Foulds, Community Services Manager - West  
Sam Farrell, Senior Professional Lead  
Caroline Hewlett, Senior Professional Lead  
RIO Project Lead – Gill Hill  
Finance representatives SCC (Angela Mann or Andrew Goulston)  
Simon Martin, (I.T.) Senior Project Manager  
Service User Rep  
Carer Rep

### **Meetings.**

To meet first Monday of each month 2-4pm at Trust HQ, Leatherhead

### **Quorum.**

Chair and four standing members

(Review 6-months)

## **SCHEDULE 6- INFORMATION SHARING PRINCIPLES**

Service users files are and will remain the property of the Trust. All staff will have access to the files of service users for the duration of the agreement.

In the event that this agreement ends as part of the winding up process the Trust will allow the Council access to the files of service users and to make copies if necessary of the files of service users who were the service users of the service and who will subsequently become the service users of the Council only.

In the event that a service user requires only Council services once involvement with the service has ended the Trust will allow the Council to make and retain copies of the service users files to facilitate the Council's future working with the service user.