

**CCN859**

**DATED** 1<sup>st</sup> February 2018

**(1) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER**

**AND**

**(2) CENTRAL AND NORTH WEST LONDON NHS FOUNDATION TRUST**

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**AGREEMENT**

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**SECTION 75 NATIONAL HEALTH SERVICE ACT 2006  
PARTNERSHIP AGREEMENT**

**IN RESPECT OF**

**INTEGRATED PROVISION AND DELEGATED MANAGEMENT RESPONSIBILITY  
FOR MENTAL HEALTH AND DUAL DIAGNOSIS SERVICES**

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**THIS AGREEMENT** is made on the 1<sup>st</sup> day of February 2018

**THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** (the Council") whose principal office is situated at P.O. Box 240, Westminster City Hall, 64 Victoria Street, London, SW1E 6QP of the one part and

**CENTRAL AND NORTH WEST LONDON NHS FOUNDATION TRUST** ("the Trust") whose principal office is situated at Stephenson House, 75 Hampstead Road, London NW1 2PL of the other part.

**WHEREAS:**

- A The Council is a local authority established under the London Government Act 1963 (as amended) and by virtue of section 1A and Schedule 1 of the Local Authority Social Services Act 1970 the Council commissions and provides social services for Service Users.
- B The Trust is an NHS Foundation Trust established under Section 35 of the National Health Service Act 2006 ("Act").
- C Section 75 of the National Health Service Act 2006 (formerly Section 31 of the Health Act 1999) and the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000, S.I. 617 ("Regulations") provide powers for local authorities and NHS bodies to set up joint working arrangements.
- D The Partners enter into this Agreement in exercise of the powers in Section 75 of the Act and the Regulations in order to establish a framework for the delegation of management responsibility and integrated provision of the Services to be provided to eligible people within the Council's administrative area in accordance with the terms of this Agreement. The Trust will act as the host Partner in accordance with the Regulations.
- E The objectives of this Agreement is to improve the services for people with mental health and dual diagnosis needs through close working between the NHS and Local Government and which is pursuant to the obligations for the Partners to co-operate with each other in providing such services in accordance with the Regulations. The aims and outcomes of the Partners are set out in clause 3 and schedule 1.
- F This Agreement follows consultation jointly by the Partners with such persons as appear to the Partners to be affected by these arrangements and these arrangements contribute to the fulfilment of the objectives set out in the Health Improvement Plan as required under the Regulations.
- G The Partners are satisfied that the arrangements contemplated by this Agreement are likely to lead to an improvement in the way that their funds and services for residents with mental health and dual diagnosis needs are managed.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

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

<b>"Act"</b>	means the National Health Service Act 2006;
<b>"Agreement"</b>	means this Agreement, Schedules and Appendices and any variation of it from time to time agreed by the Partners;
<b>"Annual Summary"</b>	means the list of policies of the Council, insofar as it has a statutory function to make such policy, that have an impact upon delivery of the Service;
<b>"Authorised Officers"</b>	means the person notified by each of the Partners to the other from time to time as authorised to act on behalf of that Partner (which person shall until further notice be for the Council its Director of Integrated Care, Adult Health and Social Care and for the Trust its Divisional Director, Jameson Division);
<b>"Borough Director"</b>	shall be the Trust's employee, jointly appointed and jointly accountable to the Trust's Divisional Director, Jameson Division and the Council's Director of Integrated Care, Adult Health and Social Care
<b>"Carer"</b>	means any relative or friend supporting a Service User
<b>"Commencement Date"</b>	means 1 <sup>st</sup> April 2017
<b>"Council"</b>	means Westminster City Council (and any successor to its statutory function);
<b>"Council's Health Related Care Functions"</b>	means those services that the Council is required to provide to Service Users in accordance with its statutory obligation and as set out in Schedule 2 where relevant to this Agreement;
<b>"Equalities Legislation"</b>	means all Law which makes unlawful discrimination on grounds of sex, marital or civil partnership status, sexual orientation, gender reassignment, colour, race, ethnic, or national origin disability, age, religion or belief, part-time or temporary status in employment or otherwise including, without limitation, the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2002, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006 and the Equality Act 2010.

<b>"Financial Year"</b>	means the financial year from 1 <sup>st</sup> April in any year to 31 <sup>st</sup> March in the following calendar year;
<b>"Health Improvement Plan"</b>	means the local NHS Health Improvement and Modernisation Plan which applies locally to the Trust prepared pursuant to the Act or any other plan known to incorporate the Health Improvement Objectives including the Local Delivery Plan and shall include here any contract objectives agreed with the West London CCG as the local NHS commissioner of care arrangements;
<b>"Individual Service Budget"</b>	means the financial budget attributed to each particular service or team identified in clause 5.1
<b>"Individual Service Budget Holder"</b>	means the service manager who has the responsibility for the relevant individual service budget
<b>"Law"</b>	means any applicable law (including but not limited to decisions of the European Court of Justice) provision of the EC Treaty, legislation of the European Union, statute, bye-law, regulation, order, regulatory policy, guidance or code of practice (to the extent that such policy, guidance or code is legally binding) rule of court or directions or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body
<b>"OPG"</b>	means Operational Partnership Group / Borough Senior Management Team to be constituted and responsible for the day to day management of the services detailed in the agreement in accordance with the provisions of Schedule 6
<b>"PB"</b>	means the Westminster, Kensington & Chelsea Mental Health Strategic Partnership Board to be constituted and responsible for the strategic direction and development of the services detailed in the agreement in accordance with the provisions of Schedule 6
<b>"Partners"</b>	means the parties to this Agreement and the term "Partner" shall mean either one of them; the term "Partnership" shall be construed accordingly;
<b>"Revised Annual Finance Agreement"</b>	means the written confirmation of financial contributions by the Partners for the integrated services and any change in procedures for operation of the Agreement as set out at Schedule 5;
<b>"Regulations"</b>	means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000, S.I. 617
<b>"Regulatory Body"</b>	means a government department and regulatory, statutory and other entities committees and bodies

	which whether under statute, rules and regulations, codes of practice or otherwise are entitled to regulate or investigate the matters dealt with in this agreement or any other affairs of either of the Partners.
<b>"Delegated Management Responsibility"</b>	means the council's responsibility delegated to the Trust to manage council's staff, staffing budget, resources, goods, services and social care provision budgets
<b>"Service"</b>	means the services as set out in clause 5.1 as further described in Schedule 1, Schedules 3 and 4.
<b>"Service User"</b>	means any eligible person receiving or entitled to receive the benefit of the Service
<b>"Service Manager"</b>	means the individual who is appointed as the manager of an individual service in clause 5.1
<b>"Single Assessment Process"</b>	means the single assessment by the Council and the Trust jointly of prospective Service Users in accordance with national requirements for the Care Programme Approach and guidance or directions issued by the Department of Health and/or Care Quality Commission relevant to the provision of the Service, Care Act 2014 or any part thereof as may be issued to the Council or the Trust in the future;
<b>" Council's Staff"</b>	means Council's employees who shall remain employed by the Council and who shall provide the Council's Health Related Care Functions on behalf of the Council but who shall be managed on behalf of the Council by the Trust, pursuant to the terms of this Agreement.
<b>"Partnership Staff"</b>	means employees of the Council and employees of the Trust who are directly responsible for assessing and or providing care to Service Users under the agreement within the integrated services
<b>"Staff"</b>	Means collectively the Partnership Staff and the Council Staff;
<b>"Term"</b>	means the period from the Commencement Date expiring on 31 <sup>st</sup> March 2022 subject to earlier termination or extension in accordance with the terms of this Agreement;
<b>" Overspent" "Underspent"</b>	shall mean in any financial year the amount spent on providing the overall Service or any Individual Service Budget exceeds or is less than the agreed budget.
<b>" Partnership Agreement Manager" ( PAM)</b>	shall be the Trust's Borough Director who shall be jointly appointed and jointly accountable to the Trust's

Divisional Director, Jameson Division and the Council's Director of Integrated Care, Adult Health and Social Care or such other officer of the Trust, which meets the council's approval.

<b>"Trust"</b>	means the Central and North West London NHS Foundation Trust (and any successor to its statutory function);
<b>"Trust Budget"</b>	means the funding that the Trust has identified for each of the service in clause 5.1 to meet the NHS Health Care Functions
<b>" Council Budget"</b>	means the funding that the council has identified for each of the service in clause 5.1 to meet the Council's Health Related Care Functions set out in schedule 2
<b>"Trust's NHS Care Related Functions"</b>	means those services that the Trust is required to provide to Service Users in accordance with its statutory obligations and as set out in Schedule 2 where relevant to this Agreement.
<b>"TUPE"</b>	means the Transfer of Undertakings (Protection of Employment Regulations) 2006

**1.2 Save to the extent that the context or the express provisions of this Agreement otherwise require:-**

- 1.2.1. obligations undertaken or to be undertaken under this Agreement by both Partners to this Agreement shall be made and undertaken jointly and severally;
- 1.2.2. words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;
- 1.2.3. references to any legislation of the European Union, Act of Parliament statutory provision or statutory instrument shall be deemed to refer to any modification extension or re-enactment thereof for the time being in force;
- 1.2.4. headings and the Index are inserted for convenience only and shall be ignored in interpreting or in the construction of this Agreement;
- 1.2.5. references in this Agreement to any Clause or Sub-Clause or Schedule or Appendix without further designation shall be construed as a reference to the Clause or Sub-Clause of or Schedule or Appendix to this Agreement so numbered;
- 1.2.6. any obligation on either of the Partners shall be a direct obligation or an obligation to procure as the context requires;
- 1.2.7. any reference to "indemnity" or "indemnify" or other similar expressions shall mean that the relevant Partner indemnifies, shall indemnify and keep indemnified and hold harmless the other Partner;
- 1.2.8. any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or



responsibilities of that person but without derogation from any liability of any original Partner to this Agreement;

- 1.2.9. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
  - 1.2.10. any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation provided that, unless the Partners agree otherwise, as between the Partners, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Partner;
  - 1.2.11 the Schedules and Recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules and Recitals;
  - 1.2.12 where any conflict may arise between the provisions contained in this Agreement and any documents referred to herein, the provisions of this Agreement shall prevail, save for any statute, law or regulation, which shall prevail over the provisions of this Agreement; and
  - 1.2.13 use of the singular includes the plural and vice versa; use of any gender includes the other genders.
- 1.3 Words or expressions in this Agreement with initial capital letters, save where the initial capital letter is required for grammatical reasons, or the word or expression is a proper noun, shall bear the meaning ascribed to them by any Law.
- 2. TERM**
- 2.1 This Agreement shall commence on the Commencement Date and shall continue for the initial period of five years, subject to earlier termination as provided below.
  - 2.2 This Agreement may be extended by periods of up to two years each time it expires provided that the aggregate of all such extensions does not exceed five years.
  - 2.3 In the event that the Partners wish to extend beyond the ten year ceiling, a new application to the Department of Health together with the approval of the Board of CNWL and the Council's Cabinet member will be necessary.
  - 2.4 Where a Partner wishes to extend this Agreement it shall serve not less than 12 months' notice in writing (prior to the date the Agreement is due to expire) to this effect on the other Partner and that other Partner shall reply within two months of the date the notice is served as to whether it wishes to agree to such extension.
  - 2.5 Where the Partner on whom the notice was served agrees to the proposed extension, the Agreement shall continue on the same terms as existed on the day before the Agreement would otherwise have expired but for the extensions.

2.6 Where the Partner on whom the notice was served declines the proposed extension or fails to give a written response within two months of the date the notice is served, the Agreement shall end on the expiry of the Agreement period then current.

2.7 A copy of any extension notice shall be sent Central London CCG and West London CCG. Within one month of receiving a copy of the notice the Clinical Commissioning Group shall make known its views.

### **3. AIMS AND OBJECTIVES**

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

### **4. NHS HEALTH CARE FUNCTIONS AND COUNCIL'S HEALTH RELATED CARE FUNCTIONS**

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

4.2 For the purposes referred to in clause 4.1 the Council shall delegate to the Trust responsibility for the management of the delivery by the Council of the Council's Health Related Care Functions for the term of this agreement.

### **5. THE SERVICE AND ITS OPERATION**

5.1 The Trust shall be responsible for the management of the delivery of the Services under this agreement. The services are: North and South Community Mental Health Teams, Early Intervention Service, Community Forensic Team, Approved Mental Health Practitioners Service, Primary Care Plus, Older Peoples Community Mental Health Team, Rehabilitation Team, Joint Homelessness Team, Inpatient Social Work Post and Dual Diagnosis Services. Other services that are not substantially different from the services currently set out in this agreement may be included in this agreement if they are intended to meet the needs of eligible Service Users and Carers and where those other services meet the agreed joint Aims and Objectives of the Partners and the PB so determines, subject to any agreed formal processes required.

5.2 The Service shall be provided by the Partners to the Service Users and Carers in accordance with the provisions of Schedule 3.

5.3 The eligibility of Service Users and Carers to receive the Service shall be assessed in accordance with the provisions of Schedule 3.

5.4 The Trust shall manage and direct the duties of all of the Staff including the Council's Staff mentioned in Schedule 4 and this function shall be undertaken in accordance with the structures, duties and limitations of authority described in Schedule 4. For the avoidance of doubt, nothing in this agreement will be construed or have effect as construing any relationship of employer and employee between the Trust and any Council Staff and nothing in this Agreement shall constitute or be construed as constituting or establishing any partnership or joint venture between the parties for any purpose whatsoever.

5.5 Both parties shall ensure that in making any decision with respect to a Service User or Carer, due consideration is given to the Service User's gender, sexual

orientation, religious persuasion, racial origin, cultural and linguistic background, in accordance with the Equalities Legislation.

- 5.6 The Trust shall use reasonable endeavours to ensure that when providing the Services in exercise of the Council Functions the Council Staff comply with all Law and the Annual Summary relating to the provision of the Service or any part thereof and in particular, but without limitation, with the Essential Standards of Quality and Safety as defined by Care Quality Commission and in accordance with the Health and Social Care Act 2008 and the Care Act 2014.
- 5.7 The Trust and the Council will ensure that adequate numbers of Staff are allocated to the provision of the Service, and that those Staff members are competent and able to carry out their duties, including but not limited to, having the appropriate and up-to-date qualifications where applicable to that role.
- 5.8 The Trust will nominate a senior member of staff to act as the Partnership Agreement Manager – PAM, who would ensure the partners' compliance with this agreement, manage the liaison and interface with the Trust's Services in this agreement and oversee the general relational activities between the partners:
- 5.9 The Trust shall ensure that all relevant legislation and statutory guidance are complied with and shall manage the partnership staff and services in accordance with all such legislation and statutory guidance.

## **6 BUDGETS AND RESOURCES**

- 6.1 CNWL agree to manage the partners' budgets of the integrated services efficiently and in accordance with clause 7 and schedule 5 of this agreement
- 6.2 There will be no risk sharing arrangements in this agreement. The partners shall retain their respective investments risks in the integrated services.
- 6.3 All financial matters will be subject to the individual partners' financial procedures and contract regulations/standing orders. In the event of one partner processing order/payments in respect of the other where there is any conflict between procedures, the procedures of the partner making the payment will apply.
- 6.4 The Partners will agree their respective individual budgets by 31st March in each year previous to the financial year to which they relate.
- 6.5 The Partners agree to use reasonable endeavours not to make unilateral reductions in resources and/or funding for the Services in any one financial year unless it has been agreed by the PB.
- 6.6 Where reasonably possible, neither Partner shall reduce resources or funding without giving the other Partner at least 6 months notice of their intention to do so.
- 6.7 The staffing resources of the partners in schedules 5 shall be used in the provision of the integrated service
- 6.8 All other costs associated with the staffing resources in schedule 5 shall remain with the appropriate partner and in accordance with schedule 5.
- 6.9 The Council shall make available to the Trust, the Council's Staff to work in the provision of the Service.

- 6.10 The Partners shall make available for use in respect of the integrated service provision, its premises mentioned in Schedule 5 and any other goods or services described in schedule 5 and the host partners shall use these resources efficiently. For the avoidance of doubt, these resources will not to be pooled or risk shared.
- 6.11 Each Partner shall pay its own costs and expenses incurred from time to time in the negotiation and management of this Agreement, save as expressly otherwise provided in this Agreement (including, without limitation the functions described at Schedule 6)

**7. BUDGET MANAGEMENT, VIREMENT AND MONITORING**

- 7.1 CNWL shall be delegated the operational management responsibility for the Council's budgets of each of the services specified in this agreement at clause 5.1
- 7.1A The Borough Director will appoint a Service Manager for an individual service. The term Service Budget Holder refers to Service Manager responsible for an individual service budget.
- 7.2 The Service Manager will be responsible for the operational management of the Council budget for that service. The responsibility for the Borough Director shall further include the overall day to day management of the integrated service budgets, including ensuring payments are authorised promptly, in line with the partners' creditors' payment instructions.
- 7.3 The Service Manager shall have regard to the impacts of actions/decisions and trends in expenditure in terms of commitments on the budget for current and future financial years and pressures on the service budgets.
- 7.4 In relation to each individual service, the Trust shall identify a Service Manager who shall be responsible for using his/her reasonable endeavours in managing the service to prevent overspend. The Borough Director can delegate its function in relation to the operational management of the individual service budgets to the Service Manager.
- 7.5 The Borough Director (who for the avoidance of doubt is also the Partnership Agreement Manager) shall ensure that financial reports and forecasts are provided to the PB on the targets or performance measures that may be set by the PB from time to time.
- 7.6 Each partners' finance department shall produce monthly financial statements of all incomes, grants, pay and non-pay expenditures and in a timely manner to the Borough Director. These records should reflect accurate position status, highlighting pressures and forecasts analysis for the budget managers' use.
- 7.7 The relevant Service Manager will take appropriate management action over the course of the year to ensure that the budgets do not have a deficit at the end of the Financial Year. Any forecast overspends of 1% or more will be reported to the PB monthly who will decide remedial action (if any) is to be taken.
- 7.8 The Service Manager shall report to both the Authorised Officers in accordance with the financial reporting requirements of the partners. The Council's Authorised Officer shall in turn ensure reporting on the same to the officer of the Council responsible for the administration of its financial affairs.

- 7.9 The Borough Director shall submit to the Partners at the PB any cost pressures and management action to address these. The Borough Director will also produce an annual return by mid April of each year in line with statutory and local deadlines and requirements regarding the income of and expenditure from the budgets, reports on performance against budget and targets and other information by which the Partners can monitor the effectiveness of this agreement.
- 7.10 Where in the course of a financial year, it appears that an Overspend of any Individual Service Budget is likely at the end of the said financial year, the Individual Service Budget shall be managed as follows in sequential order:
- 7.10.1 The individual Service Budget Holder, shall identify where likely Underspends on other budgets can be used. Virements should be made where possible with the prior approval of the Borough Director and within the limits set by the PB. Virements cannot be made between the Trust Budgets and the Council Budgets without the express permission and written agreement from each partner;
  - 7.10.2 where Underspends on other Individual Service Budgets are not available or sufficient, the Individual Service Budget Holder should recommend to the Service Manager action to reduce expenditure;
  - 7.10.3 The Service Manager shall consider any recommendations to reduce expenditure and if such reduction of expenditure is considered to be possible, appropriate action should then be taken in consultation with the Authorising Officer of the relevant organisation;
  - 7.10.4 where reduced expenditure is not possible, the Service Manager should identify the additional funding requirements to the PB;
  - 7.10.5 if additional funds are not available the PB shall decide on the action required to reduce the likely Overspend;
  - 7.10.6 Any additional funds provided by the Partners shall be agreed by the Partners in writing.
- 7.12 Where in the course of a financial year, it appears that an Underspend of any Individual Service Budget is likely at the end of the financial year, the Individual Service Budget shall be managed as follows (In sequential order):-
- 7.12.1 The Individual Service Budget Holder shall identify if the Underspend is required to fund any Overspends on other Individual Service Budget of the same organisation. Virements shall be made where possible (within any limits set by the relevant Partner) with the prior approval of Borough Director;
  - 7.12.2 Where Underspends are not required to fund overspent in other budgets, the Budget Holder shall recommend to the Borough Director proposals for action for utilising the Underspend;
  - 7.12.3 The Service Manager shall consider the Individual Service Budget Holder's recommendations and shall then recommend to the PB proposals for utilising the Underspend, highlighting any recurrent impact;

- 7.12.4 The PB shall decide what action should be taken to manage the Underspend having regard to any recommendations from the Borough Director, and taking account of each Partner's financial situation and the ability to carry forward the funding if not utilised in that financial year.
- 7.12.4 Any use of Underspends in other budgets or service areas shall not unreasonably be taken into account when setting the recurrent funding and the contribution of each of the Partners to the future budgets of the service
- 7.12.5 Expenditure on the Service by both the Council and CNWL will be subject to the financial duties and responsibilities owed by the Partners under the general law and under their respective Internal financial procedures and systems.
- 7.13 The partners' finance managers and budget holders shall review budgets and address any reconciliation required on a monthly basis.
- 7.14 In line with clause 7.10, the Borough Director shall submit to the PB within six weeks of the end of each quarter in each financial year, a quarterly report (in a format to be agreed) giving details in relation to each area of the budget:-
  - 7.14.3 the actual income and expenditure, budgetary pressures for the previous quarter and cumulatively for the previous quarters in the financial year
  - 7.14.4 the projected income and expenditure for any remainder of the current financial year, and
  - 7.14.5 any other reasonable information as shall be reasonably required by the PB to monitor the effectiveness of the management of the service.
- 7.15 The report detailed in 7.14 shall provide an explanation of any variances together with the expected outcome. In the event of no format agreed, the Borough Director shall prepare the report in accordance with the requirements of this agreement, the regulations and any other Department of Health or Governmental guidance
- 7.16 Where an Overspend relates to a Council Budget, the Trust shall not be responsible for that overspend nor be required to meet that Overspend and the obligation to meet the Overspend shall at all times remain with the Council unless expressly agreed by the PB
- 7.17 Where an Overspend relates to a Trust budget, the Council shall not be responsible for that overspend nor be required to meet that Overspend and the obligation to meet the Overspend shall at all times remain with the Trust unless expressly agreed by the PB.
- 7.18 The governance arrangements set out in Schedule 6 shall be implemented and followed by the Partners throughout the Term.

## **7A PURCHASING BUDGETS**

- 7A.1 Where the Trust is placing orders using a Partner's externally purchased care provision then the Trust shall:-
  - 7A.1.1 comply with ordering, payment and charging policy;

7A.1.2 monitor the total volume and future trends of such purchases.

- 7A.2 The Service Manager shall report to both the Authorised Officers in accordance with the financial reporting requirements of the Partners. The Council's Authorised Officer shall in turn ensure reporting on the same to the officer of the Council responsible for the administration of its financial affairs.

## **8. INDEMNITY AND INSURANCE**

- 8.1 The Trust will ensure that insurance is in accordance with current NHS arrangements for property, employer, professional and clinical negligence liability and third party liability. The Council will maintain public liability insurance for not less than £10 million for any one incident (the number of incidents to be unlimited) and employer's liability insurance for not less than the statutory minimum.
- 8.2 Each Partner shall provide to the other upon request such evidence as may reasonably be required to confirm that the insurance arrangements are satisfactory and are in force at all times.
- 8.3 Each party (the "Indemnifying Party") shall indemnify the other party, its officers, employees and agents against any damage, cost, liability, loss, claim or proceedings whatsoever arising in respect of:

8.3.1 any damage to property real or personal, including any infringement of third party patents, copyrights and registered designs;

8.3.2 any personal injury including injury resulting in death;

8.3.3 any award or recommendation of compensation payable to a Service User following complaint or investigation by the Health Service Commissioner or Local Government Commissioner for England or any similar entity;

arising following the commencement date of this Agreement out of or in connection with the Arrangements and/or the Services to the extent such damage, cost, liability, loss, claim or proceedings shall be due directly to any negligent act or omission by the Indemnifying Partner, its officers or employees, any fraudulent or dishonest act of any of its officers, employees or contractors or any breach of statutory or common law duty.

- 8.4 Under this Agreement neither Party shall be liable to the other for any indirect loss of profit, loss of use, loss of production, loss of business, loss of business opportunity, loss of business revenue, loss of goodwill or any claim for consequential loss or for indirect loss of any nature

- 8.5 The indemnity shall not apply to any such claim or proceeding:-

8.5.1 unless as soon as reasonably practicable following receipt of notice of such claim or proceeding, the Partner in receipt of that notice shall have notified the other Partner in writing of it and shall, upon the latter's request and at the latter's cost, have permitted the latter to have full care and control of the claim or proceeding, using legal representation approved by the Partner in receipt of that notice, such approval not to be unreasonably withheld or delayed; or

8.5.2 if the Partner in receipt of the notice the claim or proceeding, its employees or agents shall have made any admission in respect of such claim or proceeding or taken any action related to such claim or proceeding prejudicial to the defence of it without the written consent

of the other Partner (such consent not to be unreasonably withheld or delayed), provided that this condition shall not be treated as breached by any statement properly made by the former Partner, its employees or agents in connection with the operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by Law.

- 8.6 Each Partner shall keep the other Partner and its legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the other Partner on the nature of any defence to be advanced and will not settle any such claim or proceeding without the prior written approval of the other Partner (such approval not to be unreasonably withheld).
- 8.7 Without prejudice to the provisions of Clause 8.5 both Partners will use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of developments in relation to any such claim or proceeding even where they decide not to make a claim under this clause 8.
- 8.8 The Partners will each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding.
- 8.9 The Council warrants that there are no individuals presently employed by the Council (including, for the avoidance of doubt, the Council's Staff) whose contracts of employment will, by virtue of the transfer to the Trust of responsibility for the management of the provision of any of the Council's Health Related Care Functions in accordance with this Agreement and/or in accordance with TUPE, have effect after the Commencement Date (or at any other time) as if originally made between those persons and the Trust.
- 8.10 If at any time it is subsequently agreed or determined by the Parties and/or by an employment tribunal or other court of competent jurisdiction that there are persons presently employed by Council (including, for the avoidance of doubt, the Council's Staff) whose contracts of employment do have effect after the Commencement Date as if originally made between those persons and the Trust ("Transferring Staff") then:
- 8.10.1 the Council shall within seven (7) days of the date on which it was so agreed or determined have the opportunity to offer a position as an employee of the Council to some or all of the Transferring Staff;
- 8.10.2 the Trust shall procure that no person to whom the Council has offered a position in accordance with clause 8.10.1 shall be dismissed by reason of redundancy or some other substantial reason until the period for acceptance of the Council's offer has expired and the person in question has not accepted the Council's offer;
- 8.10.3 subject to clauses 8.10.1 and 8.10.2, the Trust shall be entitled to dismiss any or all of the Transferring Staff by reason of redundancy or for some other substantial reason provided that the Trust shall carry out in the required manner any obligation to consult with the Transferring Staff or any of them, or their respective representatives, and shall use all reasonable endeavors to mitigate the amount of any costs payable in respect of the Transferring Staff or their dismissal.



- 8.11 The Council shall indemnify the Trust from and against all losses, costs, claims, demands, actions, fines, penalties and expenses (including legal expenses) which the Trust shall take all reasonable steps to mitigate, in connection with or as a result of:
- 8.11.1 the dismissal of any Transferring Staff as referred to in Clause 8.10.3 above and compliance with the requirements of Clause 8.11.2 by the Trust;
  - 8.11.2 any claim or demand by any of the Council's Staff or any trade union or staff association or employee representative (whether or not recognized by the employer of the Council's Staff) arising out of the employment of the Council's Staff or any of them where this arises from the act, negligence or default of the Council including, without prejudice the generality of the foregoing:
    - 8.11.2.1 in connection with any failure to comply with the requirements of TUPE;
    - 8.11.2.2 in connection with any failure to comply with the requirements of Annexes C and D to Circular ODPM 03/2003; and
    - 8.11.2.3 in connection with any failure to comply with the requirements of The Best Value Authorities Staff Transfer (Pensions) Direction 2007.

## **9. REVIEW**

- 9.1 The Partners may review the operation of the Partnership 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 working arrangements so as to ensure that the Partnership Arrangements comply with such legislation or guidance.
- 9.2 The Partners shall review the provision of the services and this Agreement after 1<sup>st</sup> May but no later than 31<sup>st</sup> September 2017 in accordance with the Partners business planning timescales with a view to confirming the operation of the service budgets and indicating their respective commitments to this for the Financial Year 2018. The Partners will each provide a High Level Review for the future year and the preceding two (2) years.
- 9.3 The Partners shall use reasonable endeavours in each Financial Year (commencing with the Financial year 2017/2018) to agree detailed draft budgets for the following Financial Year at the Quarter 3 PB meeting.
- 9.4 The Partners shall confirm final budgets and any changes to financial procedures by no later than 31<sup>st</sup> March in each preceding financial year for the following financial year and this confirmation shall form the Revised Annual Financial Agreement in the form as described at Schedule 5.
- 9.5 When determining the Partners contributions and budget setting in the Financial Years subsequent to the first Financial Year, it is the intention of the Partners, in normal circumstances, to apply the following principles:
- 9.5.1 The Council's contributions shall take its previous Financial Year's contribution, adjusted in accordance inflation factor authorised by the Council's Cabinet less any savings required as result of local and national efficiency programme. Any growth bids must be related to

changes in the service or increased volumes and require the specific approval of the PB before being included.

9.5.2 CNWL's contributions shall take its previous Financial Year's contribution, adjusted in accordance inflation factor authorised by the Trust's Board less any savings required as result of local and national efficiency programme. Any growth bids must be related to changes in the service or increased volumes and require the specific approval of the PB before being included.

9.5.3 No provision of this Agreement shall preclude the Partners by mutual agreement making additional contributions of non-recurring monies to the service budgets from time to time but no such additional contributions shall be taken into account for the calculation of the Partners' respective contributions. Any such additional contributions of non-recurring monies shall be explicitly recorded in the Partnership Board minutes and recorded in the budget statement.

9.6 Review of this Agreement and the respective contributions shall include review of the number and identity of the Council's Staff as contained in Schedule 4.

9.7 In the event that the financial contributions/commitments of either Partner to the service budgets in any Financial Year are less than the baseline in the previous Financial Year as increased by the relevant inflation factor and/or they do not cover cost pressures on the relevant services, the Partners shall negotiate and agree appropriate changes in services including the identification of efficiencies and management actions so that expenditure will be covered by the financial contributions for the new Financial Year.

9.8 Once the financial contributions and expenditure have been agreed the Trust will confirm each Partner's contribution in the service budgets. These contributions will determine the level of responsibility assumed by each Partner with respect to any elements of risk associated with those contributions.

9.9 Both Partners shall submit to the PB outline requirements regarding Cost Improvement Strategies and Efficiency Targets for the Trust and the Council and an indication of how the Partners (either jointly or severally) plan to ensure they meet these targets.

9.10 Both Partners will share information regarding the wider financial position and service delivery objectives regarding the total mental health service, substance misuse and dual diagnosis services for their respective organisations.

## **10 BEST VALUE AND CLINICAL GOVERNANCE**

10.1 The Council is subject to the duty of "Best Value" as set out in the Best Value Statutory Guidance issued by the department of Communities and Local Government regarding the funding of charities, voluntary organisations, social enterprises and small business. Under this agreement, the Council shall continue to fulfil its Best Value statutory duties and CNWL may assist the Council in fulfilling these responsibilities if required.

10.2 Council may undertake reviews of the mental health and dual diagnosis services in pursuance of the Council wide commitment to continuous service improvement and CNWL shall provide such assistance and information and participate in those reviews as reasonably requested by the Council.

- 10.3 CNWL is subject to the requirements of clinical governance and safety and quality controls assurance and therefore the Partners shall ensure that the Service or further integration complies with such requirements and CQC regulatory requirements

**11. INFORMATION SHARING, CONFIDENTIALITY AND DATA PROTECTION**

- 11.1 The Partners shall ensure that confidentiality is maintained at all times in all matters relating to the services provided under this Agreement.
- 11.2 "Personal Data" shall have the meaning ascribed to it in the Data Protection Act 1998.
- 11.3 In this Agreement "confidential information" shall mean any information or data (of whatever nature and however recorded or preserved) of a confidential nature relating to either Partner or its activities or the activities and affairs of its employees, agents, Service Users or relatives, under this Agreement. Save that Confidential Information shall not include information or data that is or becomes:-
- 11.3.1 generally available to the public otherwise than by reason of breach of the provisions of this Clause;
  - 11.3.2 known to the other Partner and is at its free disposal (having been generated independently by the other Partner or a third party) and not derived directly or indirectly from the Partner's Confidential Information prior to its receipt from the Partner;
  - 11.3.3 subsequently disclosed to the other Partner without obligations of confidence by a third party owing no such obligations to the Partner in respect of that Confidential Information;
  - 11.3.4 required by law to be disclosed;
  - 11.3.5 required by the Audit Commission or the Commissioner for Local Administration.
- 11.4 The Partners agree at all times during the continuance of this Agreement to keep confidential all the other Partner's Confidential Information, and only to share Personal Data to the extent permitted by law. For avoidance of doubt this Clause shall not affect the rights of any workers under Section 43 A-L of the Employment Rights Act 1996.
- 11.5 The Partners hereby warrant that in respect of the Confidential Information and Personal Data of the other Partner (including any person employed or engaged by them in connection with this Agreement) they shall:
- 11.5.1 only use the other Partner's Confidential Information for the performance of their obligations under this Agreement;
  - 11.5.2 not disclose any of the other Partner's Confidential Information to any third party without the prior written consent of the other Partner;
  - 11.5.3 take all necessary precautions to ensure that all the other Partner's Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the performance of their obligations under this Agreement by their employees, servants, agents or sub-contractors;
  - 11.5.4 only process Personal Data disclosed by the other Partner in accordance with DPA 1998.

- 11.6 Nothing in this Clause shall be deemed or construed to prevent either Partner from disclosing any Confidential Information obtained from the other to any employee, consultant, contractor or other person engaged by them in connection herewith, provided that they shall have obtained from the employee, consultant, contractor or other person a signed confidentiality undertaking on substantially the same terms as are contained in this Clause
- 11.7 Upon termination or expiry of this Agreement howsoever occurring, the Partners shall return or destroy at the direction and request of the other Partner all Confidential Information and all notes and memoranda prepared in relation to the Confidential Information, of the other Partner.
- 11.8 The Partners must ensure that all matters relating to the Individual Service User's circumstances are treated as confidential. When information is to be shared with other agencies a Service User consent form will be signed, the form of which shall be agreed between the Partners.
- 11.9 No Partner shall issue any press release or any statement containing information relating to or connected with or arising out of this Agreement or the matters contained in it, including information relating to the business or affairs of any other Partner, without obtaining the previous approval of the other Partner such approval to be in relation to its contents and the manner of its presentation and publication or disclosure (such approval not to be unreasonably withheld or delayed).
- 11.10 The Partners acknowledge that each of them is subject to obligations under the Freedom of Information Act 2000 ("FOIA").
- 11.11 Each Partner will use their best endeavours to co-operate and aid the other Partner so as to enable the other Partner to meet its obligations under the FOIA. Where one Partner receives a request for information that is held on behalf of that Partner by another Partner then such co-operation shall include, without limitation, the provision of the requested information to the Partner who received a request within a reasonable notified time-scale to enable that Partner to comply with its obligations within the timescales required by the FOIA.
- 11.12 The provisions of this Clause 11 shall continue to apply notwithstanding termination of this Agreement.
- 11.13 The Partners will indemnify each other against all claims and proceedings and all proven liability, loss, costs and expenses incurred in connection therewith which result from a breach of the Data Protection Act 1998 ("DPA") by the other Partner (unless such liability, loss, costs, and expenses arises out of the negligence of the party seeking to enforce the indemnity).
- 11.14 Each Partner shall:
- 11.14.1 where processing Personal Data and/or Sensitive Personal Data (both as defined by the DPA) comply in all respects with the provisions of the DPA with particular regard to the data protection principles at Part 1 of Schedule 1 to the DPA and all appropriate guidance;
  - 11.14.2 notify the other Partner immediately of any notice or notification served on or sent to it under the DPA by:
    - (a) the Office of the Information Commissioner (as defined by the DPA) (including in particular any enforcement or transfer prohibition notice); or

- (b) by any individual in connection with any Personal Data or Sensitive Personal Data including but not limited to any subject access request;

11.14.3 undertake such acts as a Partner may reasonably request of the other Partner as a consequence of such notice or notification; and

11.14.4 restrict access to Personal Data and Sensitive Personal Data only to responsible employees who need to have such access to it for the purposes of processing Personal Data ("processing" to have the meaning ascribed to it by the DPA) and who have undertaken training in the use of Personal Data and Sensitive Personal Data to a standard reasonably required by the Partners.

11.15 The Partners agree to use all reasonable efforts to assist each other to comply with their obligations under the DPA.

11.16 The Partners agree that for these purposes that any of the Staff making a protected disclosure (as defined in Section 1 of the Public Interest Disclosure Act 1998) shall not be subjected to any detriment. The Partners declare that any provision in this Agreement does not preclude the Staff from making a protected disclosure.

## **12. COMPLAINTS AND INVESTIGATION**

12.1 Complaints regarding the Service shall in the first instance be directed to the Trust and if not resolved will be managed according to the Trust's standard complaints procedure or the Council's standard complaints procedure as appropriate and this will include the provision of information to all Service Users and their Carers or established representatives on how to complain.

12.2 Where the complaint is being brought against both the Trust and the Council, it will be managed within the shortest timeframe of whichever Partner.

12.3 Both parties shall co-operate in the investigation of all complaints, and will participate in the complaints resolution process as required.

12.4 Both parties shall co-operate in the investigation of member enquiries and freedom of information requests.

12.5 The Trust shall ensure that all Services provided and arrangements for complaints are in accordance with its policy and that of the Equality and Human Rights Commission and all or any policies and procedures approved by the Trust as available through its web site under the Freedom of Information Act 2000.

12.6 A log of complaints ("the Complaints Log") shall be maintained to include, but not be limited to, the following information:

- the name and address of the Service User;
- the name and address of the complainant (if different);
- the nature of the complaint;
- the response to the complaint and the time taken to respond; and
- the level of satisfaction of the complainant.

12.6 The Complaints Log shall be accessible to all Partners on request and shall be discussed periodically by the PB.

- 12.7 During the period of the Agreement the Partners shall work together to develop closer integration on a range of issues including complaints management.
- 12.8 Each Partner shall use their reasonable endeavours to inform the other Partner of any circumstance reasonably thought likely to give rise to a complaint or in which a complaint has been made.
- 12.9 The Partners will co-operate with any investigation undertaken by the Health Service Commissioner and/or the Local Government Commissioner for England.
- 12.10 The Trust will investigate all Serious Incidents in the spirit of co-operation and openness for Council residents known to the services covered in this agreement. All management reports and investigations for Council residents known to the services covered in this agreement will be shared with the Council.
- 12A PROTECTING ADULTS AT RISK**
- 12A.1 Notwithstanding the provisions of Clause 12 if the complaint or issue under investigation falls within the remit of Section 42 of the Care Act 2014; and chapter 14 of the Care and Support Statutory Guidance; and the London Multi-Agency Safeguarding Policy and Procedures ADASS 2016 then all processes will be administered in accordance with the law, statutory guidance, as detailed in the policy and procedures
- 12A.2 All Partners shall fully co-operate with any Safeguarding enquiry as conducted under S42 of the Act, and any Safeguarding Adults Review, as conducted under S44 of the Act, including supplying without delay any information required under S45 of the Act.
- 13. DISPUTE RESOLUTION**
- 13.1 The Partners will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement.
- 13.2 In the event of a dispute over the application or interpretation of this Agreement, the dispute may be referred by the Partners in writing as follows:
  - 13.2.1 In the first instance to the Authorised Officers to resolve through ordinary negotiations within thirty (30) days
  - 13.2.2 In the second instance to, in the case of the Trust, the Chief Executive and, in the case of the Council, the Tri-Borough Executive Director for Adult Social Care to resolve through ordinary negotiations within thirty (30) days
- 13.3 If the Dispute is not resolved within thirty (30) days following a referral under clause 13.2.2 shall the Partners attempt in good faith to resolve the dispute through the model mediation procedure of the Centre for Effective Dispute Resolution (CEDR).
- 13.4 If the Partners are unable to agree on the joint appointment of a mediator within five (5) days, they shall make a joint application to CEDR to nominate the mediator.
- 13.5 The mediator, after consultation with the Partners where appropriate, will:

- 13.5.1 attend any meetings with either or both of the Partners preceding the mediation, if requested or if the mediator decides this is appropriate and the Partners agree;
- 13.5.2 read before the mediation each case summary and all the documents sent to him;
- 13.5.3 chair, and determine the procedure for the mediation;
- 13.5.4 assist the Partners in drawing up any written settlement agreement; and
- 13.5.5 abide by the terms of CEDR's model mediation procedure and CEDR's code of conduct for mediators.
- 13.6 The mediator (and any member of the mediator's firm or company) will not act for either of the Partners individually in connection with the dispute in any capacity during the Term. The Partners accept that in relation to the dispute neither the mediator nor CEDR is an agent of, or acting in any capacity for, either of the Partners. Furthermore, the Partners and the mediator accept that the mediator (unless an employee of CEDR) is acting as an independent contractor and not as an agent or employee of CEDR.
- 13.7 CEDR, in conjunction with the mediator, will make the necessary arrangements for the mediation including, as necessary:
  - 13.7.1 nominating, and obtaining the agreement of the Partners to, the mediator;
  - 13.7.2 organising a suitable venue and dates;
  - 13.7.3 organising exchange of the case summaries and documents;
  - 13.7.4 meeting with either or both of the Partners (and the mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and
  - 13.7.5 general administration in relation to the mediation.
- 13.8 If there is any issue about the conduct of the mediation upon which the Partners cannot agree within a reasonable time, CEDR will, at the request of either Partner, decide the issue for the Partners, having consulted with them.
- 13.9 The Partners agree to notify the mediator of any of the relevant timescales which they wish to observe.
- 13.10 Each Partner will state the names of:
  - 13.10.1 the person(s) who will be the lead negotiator(s) for that Partner, who must have full authority to settle the dispute; and
  - 13.10.2 any other person(s) (such as professional advisers, colleagues or sub-contractors) who will also be present at, and/or participating in, the mediation on that Partner's behalf.
- 13.11 Each Partner will send to CEDR at least 2 (two) weeks before the mediation, or such other date as may be agreed between the Partners and CEDR, sufficient copies of:
  - 13.11.1 its case summary; and
  - 13.11.2 all the documents to which the case summary refers and any others to which it may want to refer in the mediation.

- 13.12 In addition, each Partner may send to the mediator (through CEDR) and/or bring to the mediation further documentation which it wishes to disclose in confidence to the mediator but not to the other Partner, clearly stating in writing that such documentation is confidential to the mediator and CEDR.
- 13.13 The mediator will be responsible for sending a copy of each Partner's Case Summary and supporting documents (pursuant to clause 13.10) to the other simultaneously.
- 13.14 The Partners should try to agree:
- 13.14.1 the maximum number of pages of each case summary; and
  - 13.14.2 a joint set of supporting documents or the maximum length of each set of supporting documents.
- 13.15 The mediation will take place at the time and place arranged by CEDR.
- 13.16 The mediator will chair, and determine the procedure at, the mediation.
- 13.17 No recording or transcript of the mediation will be made.
- 13.18 If the Partners are unable to reach a settlement in the negotiations at the mediation, and only if both the Partners so request and the mediator agrees, the mediator will produce for the Partners a non-binding recommendation on terms of settlement. This will not attempt to anticipate what a court might order but will set out what the mediator suggest are appropriate settlement terms in all of the circumstances.
- 13.19 Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Partners. The mediator will assist the Partners in recording the outcome of the mediation.
- 13.20 The mediation will terminate when:
- 13.20.1 a Partner withdraws from the mediation;
  - 13.20.2 a written settlement agreement is concluded;
  - 13.20.3 the mediator decides that continuing the mediation is unlikely to result in a settlement; or
  - 13.20.4 the mediator decides he should retire for any of the reasons in CEDR's code of conduct.
- 13.21 Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose:
- 13.21.1 information that the mediation is to take place or has taken place, other than to inform a court dealing with any litigation relating to the dispute of that information; and
  - 13.21.2 all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation including the fact of any settlement and its terms.
- 13.22 All information (whether oral or documentary and on any media) arising out of, or in connection with, the mediation will be without prejudice, privileged and not admissible as evidence or disclosed in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information, which would in any event have been admissible or disclosed in any such proceedings.



- 13.23 Paragraphs 13.21 and 13.22 shall not apply insofar as any such information is necessary to implement and enforce any settlement agreement arising out of the mediation.
- 13.24 None of the Partners will call the mediator or CEDR (or any employee, consultant, officer or representative of CEDR) as a witness, consultant, arbitrator or expert in any litigation or other proceedings whatsoever. The mediator and CEDR will not voluntarily act in any such capacity without the written agreement of both the Partners.
- 13.25 CEDR's fees (which include the mediator's fees) and the other expenses of the mediation will be borne equally by the Partners. Payment of these fees and expenses will be made to CEDR in accordance with its fee schedule and terms and conditions of business.
- 13.26 Each Partner will bear its own costs and expenses of its participation in the mediation.
- 13.27 Neither the mediator nor CEDR shall be liable to the Partners for any act or omission in connection with the services provided by them in, or in relation to, the mediation, unless the act or omission is shown to have been in bad faith.

**14. EXCLUSION OF PARTNERSHIP JOINT VENTURE OR AGENCY**

- 14.1 Nothing in this Agreement shall create a legal partnership as defined under the Partnership Act 1890 or joint venture between the partners or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.
- 14.2 Neither Partner nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partner, except where expressly permitted by this Agreement.
- 14.3 Save as expressly provided otherwise in the Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner shall in any way whatsoever have authority to, or hold itself out as having authority to:
- 14.3.1 act as an agent of the other;
  - 14.3.2 make any representations or give any warranties to third parties on behalf of or in respect of the other;
  - 14.3.3 bind the other in any way; or
  - 14.3.4 vary, amend revoke or create any byelaw.

**15. ASSIGNMENTS AND SUB AGREEMENTS**

- 15.1 Other than as required by law, neither Partner shall:-
- 15.1.1 assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partner, which shall not be unreasonably withheld or delayed.
  - 15.1.2 create any interest, charge or security over or deal in any other manner with this agreement or part of it without the prior written consent of the other and for the avoidance of doubt, a partner shall be absolutely entitled to withhold such consent

- 15.1.3 a partner may only sub-contract the performance of this agreement or any part thereof with the prior written consent of the other partner, which consent the other partner shall be absolutely entitled to withhold.
- 15.1.4 a partner shall cease to sub-contract if the other partner in writing withdraws such consent, save that in such event the partner who has so sub-contracted shall be allowed a reasonable period in which to rearrange its affairs of not less than three months
- 15.1.5 consent to sub-contract (if given) shall not relieve the sub-contracting partner from any liability or obligation under this agreement.

## **16. INTELLECTUAL PROPERTY**

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

## **17. EVIDENCE IN LEGAL PROCEEDINGS**

- 17.1 Each Partner shall if required to do so by the other provide any relevant information in connection with any legal proceedings, internal disciplinary

hearing or other hearing arising in connection with this Agreement, save in connection with any proceedings or potential proceedings between the Partners.

17.2 Each Partner shall immediately on becoming aware of any accident, damage or breach of any statutory provision relating to or connected in any way with the Partnership Arrangements under this Agreement, notify the other of the said accident, damage or breach.

17.3 Any information or assistance provided by either Partner to the other in accordance with this Clause shall be provided free of charge unless the subject of the proceedings or hearing arose prior to the commencement date of this Agreement.

**18. ENTIRE AGREEMENT**

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

18.2 Each of the Partners acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

**19. FORCE MAJEURE**

19.1 In this Agreement, "force majeure" shall mean any cause preventing either Partner from performing any or all of its obligations which arises from or are attributable to either acts, events, omissions or accidents beyond the reasonable control of the Partner so prevented including act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or war, civil war, armed conflict or terrorist attack, nuclear, chemical or biological contamination or sonic boom, but nothing else.

19.2 If either Partner is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that Partner shall forthwith serve notice in writing on the other Partner specifying the nature and extent of the circumstances giving rise to force majeure, and shall, subject to service of such notice and having taken all reasonable steps to avoid such prevention or delay and have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that Partner, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

19.3 If either Partner is prevented from performance of its obligations, by reason of force majeure, for a continuous period in excess of three months, the other Partner may terminate this Agreement forthwith on service of written notice upon the Partner so prevented, in which case neither Partner shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

**20      OBSERVANCE OF STATUTORY REQUIREMENTS**

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

**21.      THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

**22.      PREVENTION OF CORRUPTION/QUALITY CONTROL**

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

**23      VARIATION**

- 23.1      This agreement shall not be varied or amended unless such variation or amendment has been agreed in writing and signed by the duly authorised officer of the partners.

**24      WAIVERS**

- 24.1      The failure or delay of either Partner to exercise a right or remedy provided by this Agreement or by law shall not be construed to be a waiver of the right or remedy. A waiver of a breach of any provision of this Agreement or of a default under this Agreement shall not be construed to be a waiver of any other breach or default and shall not affect the terms of this Agreement.
- 24.2      A waiver of a breach of any terms of this Agreement or a default under this Agreement will not prevent a Partner from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

**25.      TERMINATION**

- 25.1      This Agreement may be terminated by not less than one month's notice in writing from either Partner to the other, if:
- 25.1.1      either of the Partners has failed to confirm in writing its respective contribution for the then current Financial Year by 1st April in that Financial Year;
- 25.1.2      the other Partner fails to remedy a material breach of a provision of this Agreement (where such breach is capable of remedy) within one calendar month of a written notice being given which requires such breach to be remedied and which states that it is the intention of the notifying Partner to terminate this Agreement forthwith if the breach is not so remedied;
- 25.2      This Agreement may be terminated forthwith by a notice in writing from either Partner to the other, if:
- 25.2.1      In there is a material breach by the other Partner of a provision of this Agreement which is not capable of remedy;

- 25.2.2 the other is in breach of any of its statutory duties in relation to this Agreement or any of the functions exercised under it;
- 25.2.3 the Service is repeatedly failing to meet any standards and performance targets after being served a performance notice and given thirty (30) days to remedy any such failure in such performance notice;
- 25.2.4 If the other Partner, its employees or agents either offers, gives or agrees to give to anyone any inducement or reward or confers any other benefit in respect of this or any other Agreement (even if the Partner is unaware of any such action) or otherwise commits an offence under the Bribery Act 2010 or has given or offered any reward or consideration or inducement or benefit the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 (including any subsequent amendments thereto) or any other relevant legislation; or
- 25.2.5 the CCG terminates its agreement with CNWL to provide the services covered in this agreement.
- 25.3 This Agreement may be terminated at any time by not less than 12 months' notice in writing from either Partner to the other.
- 25.4 The rights contained in this Clause 25 shall be without prejudice to any rights or remedies which may have accrued to the Partners against the other in respect of any breach of the terms of this Agreement.
- 26. EFFECTS OF TERMINATION**
- 26.1 Upon termination or expiry of this agreement howsoever occurring, the partners shall co-operate in good faith in order to terminate this agreement with as little adverse impact on services users and staff as reasonably possible.
- 26.2 The partners shall return to the other any funds held on behalf of the other or the contributions of the partnership costs for the functions it performs under the agreement, with 30 days of the date of this agreement terminates or expires.
- 26.3 CNWL shall at the request of the Council assign any contracts or parts thereof, which relate to services it performs on behalf of the Council.
- 26.4 Notwithstanding any notice of termination in accordance with Clause 25:-
  - 26.4.1 the Trust and the Council shall continue to be liable to provide the Service in accordance with this Agreement for all Service Users receiving the Service at the date of the end of the notice of termination
  - 26.4.2 the Partners shall continue to manage their budgets necessary to ensure fulfilment of the obligations in Clause 26.4.1;
  - 26.4.3 the Council shall remain liable to contribute that proportion of the cost of the Service management which either is its proportionate contribution in the Financial Year in which notice of termination is served or, if such contribution has not at the date of notice of termination yet been confirmed under Clause 9.1 or Clause 9.2, the Council's contribution in the immediately preceding Financial Year
  - 26.4.4 the PB shall continue to manage the budgets and integrated service in so far as is necessary to ensure fulfilment of the obligations in Clause 26.4.1. such liabilities to continue subject to Clause 26.2.

- 26.5 The partners will pay for their own costs associated with the termination of the Agreement which may include redundancy costs of staff.
- 26.6 Subject to the foregoing commitments of the Partners, following termination of this Agreement, the Trust shall return to the Council within six (6) months any of the Council's non-pay contribution which has not been spent or will not be spent on the provision of or management of the services or any part thereof.
- 26.7 The joint provision of on-going care for Service Users under this Agreement in accordance with Clause 26.4 will come to an end with both Partners responsible for any on-going care for Service Users in accordance with their statutory obligations to those Service Users to ensure that there is no detrimental effect to Service Users as a result of the termination of this Agreement.
- 26.8 On termination of this Agreement and subject to the provisions of this Clause 26, each Partner will be liable to carry out its statutory duties without recourse to or without any right to call on the assistance of the other Partner based on the terms of this Agreement.

## **27. NOTICES**

- 27.1 Any notice or communication under this Agreement shall be in writing.
- 27.2 Any notice or communication to the Council under this Agreement 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 Executive Director of Adult Social Care or to such other addressee and address notified from time to time to CNWL for service on the Council.
- 27.3 Any notice or communication to CNWL under this Agreement shall be deemed effectively served if sent by registered post or delivered by hand at the address set out above and marked for the attention of the Divisional Director of Jameson Division or to such other addressee and address notified from time to time to the Council for service on CNWL.
- 27.4 Any notice shall be deemed to have been served on the date it is delivered to the addressee provided that where a notice is posted it shall be sufficient to prove the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 2 working days after it was posted.

## **28. SEVERANCE**

- 28.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 28.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid or enforceable.

## **29 FURTHER ASSURANCE**

- 29.1 The Partners agree to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as either Partner may from time to time reasonably require for the purpose of giving full

effect to the provisions of this Agreement and the intentions of the Partners as expressed in this Agreement.

**30. GOVERNING LAW**

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

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

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

Signed by: Hardev Virdee

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

Signed: .....  .....

Name: Hardev Virdee

Position held: Chief Finance Officer

**EXECUTION OF AGREEMENTS BY THE COUNCIL**

Signed by: Bernie Flaherty

Duly authorised on behalf of the City of Westminster

Signed: .....  .....

Name: Bernie Flaherty

Position held: Bi Borough Executive Director of Adult Social Care and  
Health, Westminster and Kensington and Chelsea –



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

### **1. Introduction: Description and Purpose of Agreement**

#### **1.1 The overarching strategic aim of this Agreement is: -**

To ensure the delivery of high quality, safe, cost effective and efficient mental health and dual diagnosis services which meet local health and social care needs and deliver personalised, recovery focussed care and choice to service users and carers, through the delivery of integrated provision under Section 75 of the National Health Service Act 2006 and to continue the delegation of management responsibility to CNWL from 1<sup>st</sup> April 2017.

#### **1.2 This will enable the Partners to:**

- Effectively assess, treat and support vulnerable people with mental health and dual diagnosis problems to improve their health, social and psychological functioning
- Ensure value for money by maximizing the efficiency of mental health, and dual diagnosis services through integrated provision and the effective use of the resources
- Facilitate the delivery of the Council's and Clinical Commissioning Group's health and social care strategy and other national directives and policies as they emerge
- Improve the overall quality of service provision in line with evidence based practice with a particular focus on developing an asset based, recovery model for mental health provision
- Work together to develop a whole systems approach and effective co-ordination of health and social care services to meet the mental and physical health needs of people using mental health services
- Ensure the provision of accessible services, which are flexible and responsive to the needs of local service users and carers with clearly defined service outcomes
- Facilitate joint working and the seamless provision of services through a single management structure
- Improve the strategic planning and delivery of services in line with national and local policy, to meet commissioning priorities and deliver key health and social care performance targets
- Develop and deliver an integrated workforce strategy, with a particular focus on effective assessment and care planning and implement new ways of working in line with best practice
- To provide a comprehensive staff training and development programme to ensure that staff are appropriately trained and qualified to provide high quality, safe services, and have opportunities for continuous professional development and career progression
- Ensure equality of access to services for all groups in the community

- To pro-actively encourage, facilitate and support the engagement and involvement of service users and carers in the planning, design and review of services
- To work within a robust legal and governance framework to ensure the delivery of the key aims and objectives (listed in paragraph 3 of this schedule) and the service improvement objectives (listed in paragraph 4 of this schedule) of this Agreement

## **2. Principles and Approach to Delivery**

**2.1.1** The Principles and Approach to Delivery shall follow the principles as outlined in the Care Act (2014). That care and support:

- is clearer and fairer
- promotes people's wellbeing
- enables people to prevent and delay the need for care and support, and carers to maintain their caring role
- puts people in control of their lives so they can pursue opportunities to realise their potential

**2.1.2** The provision of services will also adopt the principle of well-being as defined by the Care Act *"The general duty of a local authority, ... in the case of an individual, is to promote that individual's wellbeing"*. The principles and approach to assessment and provision of services will focus attention on the 9 key areas that broadly define well-being

- Personal dignity (including treatment of the individual with respect)
- Physical and mental health and emotional wellbeing
- Protection from abuse and neglect
- Control by the individual over day to day life
- Participation in work, education, training or recreation
- Social and economic wellbeing
- Domestic, family and personal relationships
- Suitability of living accommodation
- The individual's contribution to society

### 2.1.3 The CQC 5 principles of safe and effective practice will also be followed:

#### 1 Is it safe?

Patients are protected from physical, psychological or emotional harm or abuse

#### 2 Is it effective?

Patients' needs are met and care is in line with national guidelines and NICE quality standards, and promote best chance of getting better

#### 3 Is it caring?

Patients are treated with compassion, respect and dignity and that care is tailored to their needs

#### 4 Is it responsive?

Patients get the treatment or care at the right time, without excessive delay, and are involved and listened to

#### 5 Is it well-led?

There is effective leadership, governance and clinical involvement at all levels, and a fair, open culture exists which learns and improves listening and experience

### The service will adhere to the full CQC fundamental standards outlined below:

- **Person-centred care** – Treatment that is tailored to the individual and meets their needs and preferences.
- **Dignity and respect** – Making sure that individuals have privacy when needed and wanted, are treated as equals, are given any support needed to help them remain independent and involved in the local community.
- **Consent** – The person (or anybody legally acting on their behalf) must give their consent before any care or treatment is given.
- **Safety** – Individuals must not receive unsafe care or treatment or be put at risk of any harm that could otherwise be avoided. Risks must be evaluated during any care or treatment pathway, making sure your staff have the qualifications, competence, skills and experience to keep clients safe.
- **Safeguarding from abuse** – Individuals are entitled to receive care without suffering any form of abuse or improper treatment. This includes neglect, degrading treatment, unnecessary or disproportionate restraint or inappropriate limits on freedom.
- **Food and drink** – Anyone receiving care and treatment under your supervision must have enough to eat and drink to keep them in good health.
- **Premises and equipment** – The premises and equipment used for your care service must be suitable, secure and looked after/used properly.
- **Complaints** – Your care service must have a system in place so that you can handle and respond complaints, investigating any complaints thoroughly and taking action if problems are identified.
- **Good governance** – You must have sufficient governance and systems in place to monitor the quality and safety of care and these must help the service improve and reduce any risks to health, safety and welfare of individuals.
- **Staffing** – Qualified, competent and experienced staff must be in place, ensuring that fundamental standards are met. Staff must receive the support, training and supervision that they need to help them do their job.

- **Fit and proper staff** – You must only employ those who can provide the care and treatment as appropriate to their role, with efficient recruitment procedures in place and relevant checks (e.g. DBS, formerly CRB) implemented.
- **Duty of candour** – You must be open and transparent with individuals with regards to their care and treatment. Should something go wrong, you must tell them what has happened, provide support and an apology.
- **Display of ratings** – You must display your CQC rating in a place where stakeholders can see it, also including this information on your website (if you have one) and making the latest CQC report on your service available.

## **2.2 The service will:**

- Be provided in a coordinated way by enabling staff to work within a single management structure for the service, and by arranging provision of health and social care from a single statutory provider
- Provide services that are person-centred that emphasise strengths, capabilities and maximise community supports. A personal budget will be the default for all those people who require social care support in the community
- Implement a Health and Social Care 'Recovery Pathway' with a focus on supporting people with severe and enduring mental illness to lead independent lives in the community.
- If following assessment it appears that the persons identified needs can be best met by alternative resources, to direct (signpost) the individual to these either by providing information to facilitate self-referral or making a professional referral as appropriate.
- Focus on a period of intervention, not on keeping individuals in the team indefinitely, with robust management overview of the length of time individuals are allocated. Whilst every individual will be different, the expectation is that services will be in place for up to two years whilst the service user recovers.
- Explore different service models to reduce the demand on secondary services. It will do this in collaboration with commissioners and other partners in the context of the Shifting Settings of Care transformation agenda and the North West London Like Minded strategy. Better use should be made of the third sector and peer support models in the delivery of services and individuals identified as being able to be supported by primary care will be discharged safely following the agreed protocols with General Practitioners ("GPs")
- Ensure that all care and support plans contain clear objectives and outcomes with associated targets and timescales for service users to work towards. Progress against the care plan should form the basis of the contacts with the individual.
- Put together a staying well/ discharge plan for each person at the point of discharge. This will be personalised for each individual, so they are aware of the services available to them in primary care and the voluntary sector, and what to do if they feel they are relapsing.

- Ensure care and treatment is evidence based and monitored through robust clinical and care management governance arrangements to ensure the effectiveness and quality of service provision
- Have clear care pathways and explicit eligibility criteria and ease of access to specialist services for individuals and their Carers
- Provide access to appropriate and timely urgent care when individuals and their Carers need it
- Safeguard adults at risk and protect them from avoidable harm
- Wherever possible, operate an appropriate single process to assess the needs of individuals, to manage and deliver services, and to eliminate duplication, complexity and anomalies in provision
- Ensure the most efficient and effective use of resources
- Ensure a robust mechanism for reviewing all individuals who are receiving S117 aftercare services and discharging those who no longer require S117. Each team will hold a S117 Register of all service users who are entitled to S117 aftercare who are the responsibility of the Local Authority and the CCG.
- Ensure that care for individuals in residential care and supported accommodation services will happen from the teams, and will include:
  - Arranging accommodation placements based on the needs of individuals
  - Skills development to help people to live independently
  - Regular reviews to determine suitability for step down, and the suitability of support packages
  - Ensuring support packages are delivering value for money and renegotiating costs where appropriate
  - Working with providers to ensure care and support meets the needs of individuals; challenging providers if there are problems and working with Commissioning to rectify these
  - Working with the council's Commissioning Team to ensure there is sufficient supported accommodation for individuals with mental health needs
  - Working with individuals in CCG funded institutional care
  - Working with Housing Services to ensure there is access to general needs accommodation for individuals with mental health needs and maintaining this relationship.

### **3. Key Aims & Objectives**

- 3.1.1 The Service performance targets as outlined in Appendix 1 are the key aims and objectives of this Agreement and performance against these targets will be monitored by the S75 quarterly meetings.
- 3.1.2 Partners and the Clinical Commissioning Group will work together to agree emerging priorities and associated targets across the Mental Health economy for 2017/18 and will develop an overarching governance structure to enable this.

#### **4. Service Improvement Objectives**

Over the term of this Partnership Agreement, the following service improvement objectives will be met. These will be reviewed and updated as part of the annual review process

Key objectives for service improvement shall include:

- i. Clear pathways for individuals to 'step down' from residential and supported living provision when this level of support is no longer required.
- ii. All individuals identified as subject to S117 to have a care plan clearly identifying S117 needs which are reviewed regularly and individuals discharged as appropriate.
- iii. Clear and monitored care pathways for all individuals, including those transitioning from adolescence to adulthood, which ensure safety, equality, quality and consistency of care
- iv. A proportionate health and social care needs assessment (MH3), risk assessment and carer's assessment will be carried out following referral from the Single Point of Access (SPA), Primary Care Plus or Primary Care Liaison Nurse Team or Liaison Psychiatry Service.
- v. A completed FACE assessment for all individuals who appear to have significant care and support needs as defined by the Care Act (2014)
- vi. An outcome based care and support plan will be put in place for each individual, with progress reviewed against this plan on a regular basis by the care coordinator. A key function of the service will be to enable individuals to become as independent as possible facilitating a return to support from primary care services as soon as possible.
- vii. Improved health and social care support at point of access to services and better liaison with services within primary care. Partners will work together to ensure the Transformation agenda of Shifting Settings of Care is implemented and that individuals identified as being able to be supported by primary care are discharged safely following the agreed protocols with General Practitioners ("GPs")
- viii. The service will engage with people to ensure they are involved with employment support services, training and other activities designed to promote independence and recovery and to avoid social isolation.
- ix. Improved Information Technology ("IT") systems and an integrated approach to data collection, which reduces duplication of data entry and data collection. All staff will have improved accessibility to the Council's IT resources to ensure more effective communication between the Partners.
- x. Improved workforce planning which ensures a strategic and joint response to recruitment and improved staff development and career progression
- xi. Improved delivery of personalised care, individual budgets and social inclusion, maximising individuals' potential and engagement with the local community
- xii. Improved integration of health and social care in the Older People's CMHT. Consideration will be given to how the use of Trust and Council recording systems and the current management and governance structures impacts on the provision of integrated care and how this may be improved.
- xiii. The Community Forensic Service sits outside the Trust's Borough and Jameson Division management structures but is in Addictions & Offender Care within the Diggory Division. The governance structure for the Community Forensic service in relation to the Partnership Agreement is to be reviewed..

- xiv. Expectations regarding mandatory training for Council partnership staff will be clarified and agreed.

**5. Standards for Services**

**5.1 Standards for Services are as follows: -**

- An agreed set of operational policies and procedures that will provide a robust framework for practice/service delivery
- All Staff will adhere to agreed clinical / practice policies. These will be agreed, implemented and, thereafter, monitored via supervision and appraisal systems across both Partner organisations. Performance management and capability policies to be promptly acted upon by Line Managers when standards are not being met by individuals
- Ensure the sustained delivery of =The Mental Health Five Year Forward View dashboard and work towards the delivery of the developmental standards
- To have a robust Clinical and Care Management Governance framework to ensure the provision of high quality, safe Services.

**6. Review**

- 6.1** A strategic and financial review of these objectives will be coordinated by the Borough Director annually in accordance with Clause 9 of this Agreement and incorporated into an Annual Report and a Business Plan including any risks to delivery for agreement by the PB to guide the operations for the next financial year.

## **SCHEDULE 1 - APPENDIX 1 - PERFORMANCE INDICATORS**

### **Social Care Performance Indicators**

	Key Performance Indicator Description	Data provider	Source	Westminster 15/16 Baseline	Westminster 16/17 Target	Westminster 17/18 Target	RBKC 15/16 Baseline	RBKC 16/17 Target	RBKC 17/18 Target
1	Social Care Related Quality of Life	ASC	Adult Social Care User Survey	N/A	-	-	N/A	-	-
2	Proportion of people who use services who have control over their daily life	ASC	Adult Social Care User Survey	N/A	-	-	N/A	-	-
3	Proportion of people using ASC who have Self Directed Support	ASC	Delivery Dashboard - local indicator	82.3%	100%	100%	95.7%	100%	100%
4	Proportion of people using ASC who have Direct Payments and/or People with one-off DP (to date)	ASC	Delivery Dashboard - local indicator	43 (No. people with one off DP)	No target	No Target	9 (No. people with one off DP)	No target	No target
5	Carers Reported Quality of Life	ASC	Carers Survey	N/A	-	-	N/A	-	-
6	Proportion of adults in contact with secondary Mental Health Services in paid employment	CNWL	JADE	6.5%	>6.5%	>6.8%	8.4%	>8.4%	>8.6%
7	Proportion of adults in contact with secondary Mental Health Services living independently with or without support	CNWL	JADE	85.6%	>85.6%	>85.6%	89.1%	>89.1%	>89.1%
8	Number of new permanent admissions into residential & nursing care 18-64 (revised definition)	ASC	Delivery Dashboard - local indicator	N/A	No target	No target	N/A	No target	No target



9	Number of new permanent admissions into residential & nursing care 65+ (revised definition)	ASC	Delivery Dashboard - local indicator	N/A	No target	No target	N/A	No target	No target
10	Non-Acute Delayed Transfer of Care attributed to Health	ASC	NHS England	N/A	-	-	-	-	-
11	Non-Acute Delayed Transfer of Care attributed to Social Care or Joint	ASC	NHS England	N/A	-	<108 days per month	-	<71 days per month	
12	Overall satisfaction of people who use services with their care and support	ASC	Adult Social Care User Survey	N/A	No target	No target	N/A	No target	No target
13	Overall satisfaction of carers with social services	ASC	Carers Survey	N/A	No target	No target	N/A	No target	No target
14	% of people who have had an assessment/review of their needs in the last 12 months	ASC	Delivery Dashboard - local indicator	86.8%	95%	95%	96.3%	95%	95%
15	% of carers known to ASC who have been assessed/reviewed in the year	ASC	Delivery Dashboard - local indicator	90.2%	100%	100%	89.1%	100%	100%

#### Health Performance Indicators

Indicator Description	Target 16/17	Target 17/18
7 day follow up (CPA only)	95%	95%
Delayed Transfers of Care	Less than 7.5%	Less than 7.5%
Early Intervention Patients waiting less than 2 weeks	50%	50%
Emergency Readmissions	Less than 8.1%	Less than 8.1%

CPA Reviews within 12 months	95%	95%
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## **SCHEDULE 2 – FUNCTION**

- 1. The Trust's will retain responsibility for all NHS Health Care Functions, including to providing, or making arrangements for the provision of Service:-**
  - (a) under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the National Health Service Act 2006 [as amended], including mental health community rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services; and
  - (aa) the functions of providing services referred to in paragraph (a) pursuant to arrangements made by a clinical commissioning group or the Board
  - (b) The functions of arranging for the provision of services under section 117 of the Mental Health Act 1983; and
  - (ba) the functions of providing services referred to in paragraph (b) pursuant to arrangements made by a clinical commissioning group or the Board
  - (bb) the functions of making direct payments under:
    - (i) Section 12A of the National Health Service Act 2006 (direct payments for health care); and
    - (ii) The National Health Service (Direct Payments) Regulations 2010; and
    - (iii) The function under Schedule A1 of the Mental Capacity Act 2005
  - (c) S130A MHA and Mental Health Act 1983 (Independent Mental Health Advocates) (England) Regulations 2008 as amended.

### **Functions of NHS Bodies**

The NHS functions are:

- (a) the function of providing, or making arrangements for the provision of, services:
  - (i) under sections 2 and 3(1) of the 1977 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services; and
  - (ii) under section 5(1), (1A), and (1B) of, and Schedule 1 to, the 1977 Act and
- (b) the functions under sections 25A to 25H and 117 of the Mental Health Act 1983

**2. The Council's Health Related Care Functions are, as defined in the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 [ as amended], namely:**

SI 617(2000), SI 629(2003), SI 3504 (2005), SI 1172(2010), SI 3094 (2012)

- (a) The Care Act 2014's core legal duties and powers relating to adult social care and the specific requirements for mental health under section 75 and Schedule 4 which came into force from 1<sup>st</sup> April 2015 (and all subsequent guidance and legal requirements of the Act)
- (b) As specified in
  - (i) sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948;
  - (ii) sections 6 of the Local Authorities Social Services Act 1970;
  - (iii) sections 3 of the Adoption and Children Act 2002; sections 1 and 2 of the Adoption Act 1976;
  - (iv) sections 114 and 115 of the Mental Health Act 1983;
  - (Iva) subject to sub-paragraph (1), section 17 of the 1983 Act and (v) omitted the Registered Homes Act 1984; and
  - (vi) Parts VII to X and section 86 of the Children Act 1989(5);
- (c) the functions under sections 7 or 8 of the Disabled Persons (Services, Consultation and Representation) Act 1986;
- (d) the functions under sections 5, 7 or 8 of the Disabled Persons (Services, Consultation and Representation) Act 1986 except in so far as they assign functions to a local authority in their capacity of a local education authority;
- (e) the functions of providing, or securing the provision of recreational facilities under section 19 of the Local Government (Miscellaneous Provisions) Act 1976;
- (f) the functions of local education authorities under the Education Acts as defined in section 57 of the Education Act 1996;
- (g) the functions of local housing authorities under Part I of the Housing Grants, Construction and Regeneration Act 1996 and under Parts VI and VII of the Housing Act 1996;
- (h) the functions of local authorities under section 126 of the Housing Grants, Construction and Regeneration Act 1996;
- (i) the functions of waste collection or waste disposal under the Environmental Protection Act 1990;

- (j) the functions of providing environmental health services under sections 180 and 181 of the Local Government Act 1972;
- (k) the functions of local highway authorities under the Highways Act 1980 and section 39 of the Road Traffic Act 1988; and
- (l) the functions under section 63 (passenger transport) and section 93 (travel concession schemes) of the Transport Act 1985
- (m) where Partners enter into arrangements under regulation 7(1) or 8(1) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (as amended) in respect of the provision of accommodation under sections 21 or 26 of the National Assistance Act 1948, the function of charging for that accommodation under s22,23(2) or 26 of that Act, or
- (n) the functions of local authorities under or by virtue of section 2B or 6C(1) of, or Schedule 1 to, the National Health Service Act 2006.
- (o) the functions as described in section 254 of the National Health Service Act 2006.

These functions are amended from time to time by other legislation.

### **SCHEDULE 3 - SERVICE: SERVICE USERS, MANNER, LOCATION AND ACCESS**

1. The Services will be provided for residents of the Council who are:-
  - Adults or older People (aged 18 years and over) with common mental health problems or severe and/or enduring mental illness or acute mental illness requiring specialist assessments, care and treatment living within the Borough, in accordance with the prevailing national policy guidelines, service specifications and operational policy of local services
  - Individuals who are 18 years and over, registered with a GP and resident in the borough or of no fixed abode, whose dual diagnosis and personal circumstances would need specialist assessment, care and treatment, including those with a dual mental health and substance misuse problem or dual mental health problem and a learning disability, in accordance with the prevailing national policy guidelines, service specifications and operational policy of local services
  - Individuals considered to have a mental disorder of a nature and degree to warrant assessment and in possible need of compulsory admission to hospital. This includes residents of the borough who are actively known to the service but are currently in a neighbouring borough, individuals who are not borough residents but are within the borough boundaries and are considered in need of assessment, all in accordance with the prevailing national policy guidelines; the Mental Health Act 1983 and its Code Of Practice 2015, regional agreements and policies and the service specification and operational policy of local services.
  - Individuals (aged 14 and over) who require Early Intervention support. Where an individual (over 14) is in receipt of services from the Council's Adult Social Care transitions team and may require secondary mental health intervention the Trust agrees to provide support and guidance to the Council staff and consider providing services under this Agreement on a case by case basis.
2. People who are not within the responsibility of the Council, but referred by other professionals or self-referred, will be dealt with on a case by case basis through negotiation on behalf of the Partners by the Council with the neighbouring local authority and where necessary also by the Trust with the relevant NHS commissioners of care, according to any existing national guidelines on residency or commissioning responsibility.
3. Adult mental health services will not be provided for the following:
  - Individuals under the influence of, or where the primary problem is determined to be alcohol dependence and/or use of illicit substances
4. The dual diagnosis service will not be provided for the following:
  - People who are resident outside the borough

- People with serious acute psychiatric morbidity e.g. acute psychosis, requiring acute psychiatric treatment
  - Very occasionally those with serious physical morbidity (e.g. life threatening physical illness)
  - People under 18 years (unless specifically agreed with commissioners)
  - People may be excluded from the dual diagnosis service in line with agreed policy e.g. threatening, abusive, violent or threat of violent behaviour; suspicion of, or evidence of dealing substances on the premises; after a professional risk assessment if it is felt they pose a serious risk to staff, other service users and/or members of the public.
5. The services will be provided in a non-discriminatory manner, which is sensitive to the needs of, and accessible to, all sections of the local community, responsive to language and literacy difficulties and the cultural and religious needs of the community
6. The Trust agrees to carry out the functions in line with Clause 20 (Observance of Statutory Requirements) of this Agreement. The Trust undertakes to ensure that all Partnership Staff comply with the statutory obligations in respect of the provided as set out below:

## **7.0 Assessment**

- 7.1 The Trust agrees to satisfy the Council's duties under the Care Act with respect to assessments for adults experiencing mental illness as defined in Clause 1 of this Schedule
- The Trust agrees to accept referrals (including from, but not limited to, primary health care professionals and Council officers) and undertake an assessment of health and social care needs of individuals and Carers where the individual is in the Council's area and in urgent need, or otherwise ordinarily resident in the Council's area and who appear to require care and support, regardless of their likely eligibility for state-funded care.
- The assessment must:
- focus on the person's needs and how they impact on their wellbeing and the outcomes they want to achieve
  - involve the person and, where appropriate, their carer or someone else they nominate
  - provide access to an independent advocate to support the person's involvement in the assessment if required
  - consider other things besides care services that can contribute to the desired outcomes (e.g. preventive services, community support)
  - Use the new national minimum threshold to judge eligibility for publicly funded care and support.
- 7.2 The Trust agrees to provide or arrange for services, facilities or resources which will prevent or delay the development of, or reduce the needs for care and support of, adults. This also includes short term interventions following

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

- 7.3 The Trust agrees to meet a carer's needs for support where the carer has an eligible need and the person for whom they care is ordinarily resident in the local authority area (or present and of no settled residence).
- 7.4 Whilst the Council will retain responsibility for complying with the obligations for charging, the Trust will be responsible for advising individuals of the requirement for a financial assessment. The Financial Assessment Service will contact the adult or their carer if appropriate to arrange to carry out a financial assessment.
- 7.5 Where there is a dispute regarding the person's ordinary residence the Trust agrees to comply with the Ordinary Residence disputes process as set out in Section 40 of the Care Act and the Care and Support (Ordinary Residence Disputes) etc. Regulations 2014. Further the Trust agrees to notify the Council's Legal and Procurement Department of such a dispute if it remains unresolved no later than 28 days after the dispute arose.

## **8. Consultation and cooperation with other statutory organisations**

- 8.1 Further the Trust agrees to cooperate with other Local Authorities, health bodies and housing or education authorities as set out in Sections 6-7 of the Care Act (2014).

## **9. Care planning/ coordination**

- 9.1 The Trust agrees, that where an assessment identifies eligible social care needs, to formulate an appropriate support plan and make a recommendation to the relevant Council officer or Panel, or where it will require a split health and social care package make a recommendation to the Council and Clinical Commissioning Group's officers.
- 9.2 The Trust will assess and manage risk as part of ongoing care and co-ordination
- 9.3 The Trust will ensure that individuals with complex needs are supported under the Care Programme Approach. Individuals will be supported to meet their own recovery goals through the assessed need and development of a support plan to achieve those goals. The Trust will ensure review of care and support needs and plans at least annually.
- 9.4 This ongoing support offered may include, but not exclusively;
- Support to access work, education and leisure activities
  - Cognitive behavioural therapy and psychological interventions
  - Regular appointments to monitor and support progress against agreed recovery goals



- Ongoing physical and mental health care monitoring, assessment, treatment and support
- Medication management and symptom and side effect monitoring
- Relapse prevention planning and crisis planning, including where appropriate engaging the Home Treatment Team or inpatient services if hospital admission is required
- Working with families and support networks
- Developing social networks and links with community
- Support in accessing appropriate housing or supported accommodation and appropriate levels of financial benefits
- Liaison with inpatient services to ensure timely and supportive discharge planning
- Referral on to more specialist services when required.

## **10. Provision of care services and assessment under the Mental Health Act**

- 10.1 Whilst the Council, and specifically the Director of Adult Social Services, retains the responsibilities conferred on him by s7-9, 39A, 40 of the Mental Health Act 1983 in respect of a person received into guardianship, the Trust agrees to appoint a named care coordinator for the individual and that day to day functions of the Guardian will be undertaken by the care coordinator.
- 10.2 Whilst the Council, and specifically the Director of Adult Social Services, retains the responsibilities conferred on him by s29 of the Mental Health Act 1983 in respect of a person for whom he is appointed by the Court as Nearest Relative, the Trust agrees to appoint a named care coordinator for the individual and that the care coordinator will undertake day to day functions on behalf of the Director of Adult Social Services.
- 10.3 The Lead Social worker will maintain a record of all individuals for who the Director of Adult Social Services is appointed in line with 6.11 and 6.12 above
- 10.4 The Approved Mental Health Professional service provided under this Agreement, is available between 09.00 and 17.00 hours during normal working days and referrals can be received from teams in the mental health services, other teams and other agencies, including the police, members of the public and carers or relatives. The Council's Emergency Duty Team will provide this function outside of office hours.

## **11. Safeguarding - Protecting Adults at Risk**

- 11.1 The Trust will work in accordance with the Care Act 2014 and the Statutory Guidance to the Act, London Multi-Agency Adult Safeguarding Policy and Procedures (August 2016) and ADASS guidance on adult safeguarding and s.75 partnership arrangements. The Trust will carry out delegated safeguarding duties for people whose primary care and support reason is mental health. Operational details will be set out in Mental Health Adult Safeguarding Protocols for the two boroughs.

- 11.2 The Partners will work jointly to ensure that there are enough Safeguarding Adult Managers (SAMs) and Enquiry Officers to fulfil these duties. SAMs and Enquiry Officers will rely on Care Act powers to require staff not specified in this Agreement to make enquiries to support adults at risk.
- 11.3 The Trust will ensure that all Partnership Staff attend Safeguarding training relevant to their role. The Trust will maintain a register of all trained SAMs and Enquiry Officers and ensure that they are able to attend relevant refresher training appropriate to their roles.
- 11.4 The Trust will ensure that all Partnership Staff work with adults at risk to protect and maintain their safety and wellbeing at all times and follow ADASS "Making Safeguarding Personal" guidance, ensuring that practice enhances involvement of adults in the process and that they are supported to have choice and control over their desired outcomes so far as possible.
- 11.5 The Trust will ensure that all Partnership Staff comply with internal and external safeguarding audits and are able to participate in forums to constantly develop and improve practice.
- 11.6 The Partners will ensure close working relationships and effective communication between the Council Safeguarding Adults Lead and the Trust Safeguarding Leads.
- 11.7 The Trust will ensure that all concerns relating to Trust service users are recorded on the Trust incident reporting system (DATIX) and that all mental health safeguarding referrals are recoded on Frameworki/Mosaic
- 11.8 The Senior SAM for mental health services in the two boroughs will provide a quarterly report to the S75 Meeting

## **12. Mental Capacity Act**

- 12.1 The Trust will ensure that Partnership Staff are sufficiently trained to carry out Mental Capacity Assessments and where appropriate to support decisions required in the person's best interests.
- 12.2 The Trust will ensure that Partnership Staff carry out mental capacity assessments in all decision specific cases where this is required and identify deprivation of liberty where it is occurring
- 12.3 Partnership Staff will be identified to act as Best Interest Assessors. The Partners will determine optimum number through discussion with the Borough Social Care Lead, the Borough DoLS manager and the Partnership Board.

## **13. Services**

**13.1 Services will be provided under this Agreement by the teams outlined below in line with the team's service specification and operational policy:**

- **Community Mental Health Team – North**
- **Community Mental Health Team – South**
- **Community Rehabilitation Team**
- **KCW Early Intervention Service**
- **KCW Community Forensic Team (Focus)**
- **Older Peoples CMHT**
- **Joint Homelessness Team (Outreach and Joint Assessment Service)**
- **Centralised AMHP Service**
- **KCW Dual Diagnosis Service**
- **Primary Care Plus**
- **Inpatient Social Worker post**

**13.2 The Joint Homelessness Team (JHT) will include additional services under JHT management that deliver health and social care where funding is short term and /or time limited. At the time of signing this agreement, this includes that the Homelessness Prevention Initiative (HPI) will be delivered under this agreement if funding is secured for 2017/18 onwards. Due to the time limited nature of the funding, HPI budget and staffing details will not be included in Schedule 4 and Schedule 5 of this agreement.**

**13.3 The following services, although not being delivered under the S75 Partnership Agreement, are included here in recognition that the whole mental health care pathway impacts on the delivery of the integrated health and social care services in the community. These services will support and complement the service improvement objectives detailed in Schedule 1.**

- **Home Treatment and Rapid Response Team / Crisis Resolution Team**
- **Single Point of Access (SPA)**
- **KCW Memory Service**
- **Westminster mental health in-patient services**

**13.4 Services will be provided from a number of community locations in the Borough and the team bases are listed in Schedule 5**

## **SCHEDULE 4 - PERSONNEL AND MANAGEMENT**

### **1. Partnership Staff Numbers**

- 1.1 Table 1 shows the number of Council Funded posts in the partnership and the related headcount of employees in the Council, the Trust and the vacancies at 1<sup>st</sup> April 2017.

**Table 1**

<b>No. Council Funded Posts – 65.33 WTE</b>		
<b>Headcount of Council Employees</b>	<b>Headcount of CNWL employees</b>	<b>No. vacant posts</b>
<b>45</b>	<b>16</b>	<b>9</b>

- 1.2 The funding for the 'health' JHT posts sits in the WCC non pay budget rather than the pay budget and therefore the WTE figures are 4.5 WTE higher here than in Schedule 5.
- 1.3 Table 2 shows the Council's funded posts by job group, to be managed by the Trust as at 1<sup>st</sup> April 2017 (Appendix 1 provides a breakdown by team)

**Table 2**

<b>Council - Job Group</b>	<b>No. of funded posts at 01/04/17 - WTE</b>
Social Care / AMHP Lead	1.0
Managers	2.7
Team Leaders	2.5
Senior Practitioners/AMHPs	7.0
Social Workers/Care Managers/ AMHPS	38.3
Placement Monitoring Officer	1.0
Admin Officers/ PA	6.83
Support Worker	1.0
SARP Coordinator	0.5
JHT Health Posts	4.5
<b>TOTALS</b>	<b>65.33WTE</b>

- 1.4 Table 3 shows the number of Trust Funded posts and the related headcount of employees in the Trust, the Council and the vacancies at 1<sup>st</sup> April 2017.

Table 3

<b>No. CNWL Funded Posts – 159.67 WTE</b>		
Headcount of CNWL employees	Headcount of Council Employees	No. vacant posts
<b>142</b>	<b>1</b>	<b>28</b>

- 1.5 The Trust total of 159.67 WTE does not include the 4.5 WTE 'health' posts which are included in the Council total in Table 1.
- 1.6 The Trust total of 159.67 WTE includes 1.44 WTE posts in the Management Team which are paid for by the Trust and in which there are people in post but at 25/08/17 the budget for these posts is not identified. Therefore the Trust total here is 1.44 WTE higher than in Schedule 5.
- 1.7 Table 4 shows Trust's funded posts by job group which are to be managed as a part of the integrated service as at 1<sup>st</sup> April 2017. (Appendix 2 provides a breakdown by team)

Table 4

1.8

<b>Trust - Job Group</b>	<b>No. of funded posts at 01/04/17 - WTE</b>
Senior Managers	6.0
Team Managers	5
Deputy Managers/ Snr Practitioners/Band 7	7.6
Consultant Psychiatrist	7.5
Staff Grade Doctor	4
Specialty Doctor/Higher Trainee	7
Core or GP Trainee	6.5
Clinical Psychologist / Psychologist	4.2
Nurses Band 6/Band 5	47.4
Occupational Therapists (Band 6/ Band 7)	14
Dual Diagnosis Workers	2.8
HCA/Support Worker/Peer Support Worker	14.5
Administrators (Band 2-5)	19.67
Quality & Performance Manager	0.5
Performance Analyst	1.0
Senior Safeguarding Adults Manager	0.5
Employment Specialists	4.5
Social Worker	6.5
SARP Coordinator	0.5
<b>TOTALS</b>	<b>159.67</b>

Table 5 shows the Management Team establishment responsible for managing the Integrated Adult Mental Health Service.

Table 5

<b>Post</b>	<b>Establishment – WTE</b>
Borough Director	1.0
Deputy Borough Director	1.0
Borough Clinical Director	0.4
Community Services Manager	1.0
Inpatient Services Manager	1.0
Business & Transformation Manager	1.0
Service Manager/Lead OT	1.0
Social Care/AMHP Lead	1.0

Clinical Psychologist	0.3
Senior Safeguarding Manager	0.5
Qual. & Performance Manager – Social Care	0.5
Performance Analyst	1.0
Admin & Clerical	2.67

**Note:** All the above posts are Trust employees except for the Social Care/AMHP Lead post which is a Council employee and will remain so at all times following the entry into this Agreement.

## **2. Staff Details**

- 2.1 A database exists which lists all of the Council Staff to be managed and directed by the Trust as part of the integrated services, this database is agreed to be a full listing of the Council Staff and is held and updated by the Human Resources Department of the Council
- 2.2 A database exists which lists all of the staff of the Trust for it to manage and direct, this database is held and updated by the Human Resources Department of the Trust

## **3. HR Management Arrangements**

- 3.1 Single Line Management has been in place since 1997. The current system of managing health and social care staff under one line manager was formalised on 1<sup>st</sup> April 2010 and will continue from the signing of this agreement from the 1<sup>st</sup> April 2017.
- 3.2 Staff currently employed by the Council will remain contracted to the Council, in their employment and their terms and conditions will remain the same. Staff currently employed by CNWL will remain in their employment and their terms and conditions will remain the same. Existing terms and conditions will not be changed as a result of this agreement.
- 3.3 The council will remain the employer of all existing Council staff in the integrated services. The Trust will on behalf of the council, manage these employees under their existing terms and conditions with the council.

- 3.4 The partners will retain employer' liabilities for their employees and be liable vicariously for the tortuous acts of its employees under this agreement, taking into account the provisions in paragraphs 3.9 and 3.10 in Schedule 4.**
- 3.5 The Social Care/AMHP Lead will remain an employee of the Council at all times to ensure that the council continues to fulfil their statutory social care responsibilities. They will maintain statutory accountability to the Council's Director of Integrated Care, professionally accountable to the Trust's Head of Social Work and Social Care and managerially accountable to the Trust Borough Director.**
- 3.6 Matters relating to disciplinary, grievance, terms and conditions of employment, and all other policy issues relating to partnership staff will be the responsibility of the employing partner and will be dealt with in accordance with the relevant employer's policy and procedures. The operation of these policies and procedures will be by the Partners.**
- 3.7 It will also be the line manager's responsibility to monitor absenteeism, to ensure that monthly returns are made and that excessive levels of absence are dealt with. In the first instance, this will involve management action to remedy the situation and may lead to a referral to the relevant Occupational Health department. Where absences persist, the line manager will invoke the relevant policies and procedures.**
- 3.8 In any matters relating to disciplinary, grievance or sickness absence hearings the following will apply. Where the line manager is a CNWL's employee and the staff member concerned is WCC's employee, either the Director of Integrated Care will conduct any hearings that arise from this process or delegate this responsibility to the jointly appointed Trust's Borough Director or any other appropriate Service Director. The Borough/Service Director should decide the most appropriate officer to conduct any hearings. Similarly, where the line manager is a Local Authority employee and the staff member concerned is a CNWL's employee, CNWL will provide an appropriate manager to conduct any hearings. The employing agency of the staff member concerned will issue any formal disciplinary measures to be taken.**
- 3.9 Staff members' line manager will ensure that all staff receive regular supervision and annual appraisals in accordance with the relevant partner's policies and procedures.**
- 3.10 Any Approved Mental Health Professionals (AMHP) who are employees of the Trust will sign an honorary contract whereby they are approved by, act on**



behalf of the council and are accountable and responsible to the Council when undertaking AMHP functions. They would have access to the council's legal services and it would offer protections regarding health and safety, insurance and professional indemnity.

3.11 In meeting the council's statutory obligations, regarding ordinary residence, the Care Act, Mental Health Act or Mental Capacity Act queries, the partnership staff in the integrated services will be able to access borough legal services. The Social Care and AMHP Lead for mental health will continue to provide initial assistance regarding Mental Health Act queries, and will facilitate further advice from the borough legal services team where more detailed legal support is required.

3.12 The Mental Health Act 1983 places a duty on the local authority to retain responsibility for approving AMHPs, and for the quality of the service. The Social Care and AMHP Lead will remain responsible for operational management of the AMHP service. This will include oversight of duty AMHPs, health and safety issues while AMHPs are undertaking statutory Mental Health Act functions on behalf of the local authority and quality assurance of statutory Mental Health Act work.

3.13 The Trust will ensure social workers are able to seek and maintain Approved Mental Health Practitioner status in order to ensure that a minimum number of AMHPs are approved to provide legally sufficient cover for the City of Westminster. The budget for training Approved Mental Health Practitioners will remain with the Council. The Social Care & AMHP Lead will determine suitability for training and determine capability criteria for approval and re-approval. The PB will reach agreement if it is proposed to reduce the current number of AMHPs. The Social Care & AMHP Lead will provide a quarterly report to the PB on the number of AMHPs, number of Mental Health Act assessments and related statutory activity.

3.14 The Trust will follow Council personnel policies and procedures for all Council Staff where those policies and procedures and any updates thereto have been notified to the Trust. The Council's Human Resources Department will provide support as necessary to execute these policies and the process of personnel management.

3.15 The Trust will ensure that all managers of the Council Staff attend management training and updates provided by the Council especially in relation to the Council's policies & procedures

**3.16 The Council will ensure all Council Staff are kept informed and up-to-date with Council policies and procedures applicable to them**

**3.17 The Trust will use the Council's Managed Services system to authorise sickness, expenses and other claims and access employees personal files**

#### **4. Service Management**

**4.1 The integrated services under this agreement will be managed within the Trust's Borough and Divisional management structure (Appendix 3)**

**4.2 On behalf of the Council, the Trust's Borough and Service Directors in the respective Divisions will hold management responsibility for Council's staff, money, resources, goods, accommodation and services, pursuant to this agreement. He/she will ensure appropriate deployment of staff, money, resources, accommodation, goods and services, and, operational management practice and decision making to deliver safe and efficient quality services.**

**4.3 Component parts of the Council's delegated management responsibilities to the Trust's Borough/Service Director may be further delegated to Service Managers, Team Managers and other appropriate officers in the services, in accordance with the contracted duties and responsibilities of the respective posts and the relevant Council policies, procedures, guidelines and best practices.**

**4.4 Under this agreement, the Trust's Borough Director will co-ordinate and maintain Divisional interfaces in the borough and report to the Council's Director of Integrated Care and Jameson Divisional Director and the PB.**

**4.5 Service models or structures will not change at the commencement of this agreement but will be subject to on-going review in line with service users' needs or expectations, best practices and to ensure efficiencies and quality service delivery.**

#### **5. Professional Development**

**5.1 Social work staff within the integrated services will have access to the Trust's Head of Social Work and Social Care. He/she will work closely and collaboratively with the Council to provide on-going professional support, leadership and ensure professional supervision as required for all qualified social workers and AMHPs in the integrated services.**

**5.2 The Trust will ensure annual performance development reviews are undertaken by management for Council Staff in the integrated services and that this information is used jointly by the Council and Trust managers for the Council Staff as appropriate for the purposes of individual development activities.**

- 5.3 The Trust will ensure that Staff of the Trust and the Council within the Integrated Service have access to appropriate training as identified in individual staff appraisals, including that staff are able to attend Council and Trust training and apply for funding for qualification study as appropriate to their job role.
- 5.4 The Trust will allow Council Staff in the integrated services learning / secondment opportunities in accordance with the Council's policy
- 5.5 The Trust will encourage and allow Council and Trust employed social workers to act as practice teachers (or their replacement) for social work students and/or to undertake training for Approved Mental Health Practitioner status
- 5.6 The Trust will allow all social workers to undertake CPD activities to maintain their HCPC registration and will allow AMHPs to attend relevant training and practice to keep up to date as per registration requirement and maintain a record of all Staff's registration details.
- 5.7 The Trust will ensure regular supervision is provided to all Staff within the Service. The Council will provide leadership and professional supervision as required for all qualified social workers and AMHPs.

**6. Council's Responsibility for AMHPs**

- 6.1 The Council will continue to fulfil its statutory duties under the Mental Health Act, including those specified in the ADASS guidance document "Local Social Services Authorities and the Approved Mental Health Professional Role" (ADASS 2008), regarding AMHP work, such as:
- To ensure that sufficient AMHPs are available to carry out their roles under the Act (Code of Practice 4.33)
  - To approve and/or authorise AMHPs, irrespective of professional background (MHA s114(1)).
  - To ensure the professional competence of AMHPs in their roles under the Act (MHA s114(3));
  - To ensure processes are in place for removing or suspending approval as necessary (The Mental Health (Approved Mental Health Professionals) (Approval) (England) Regulations 2008);
  - To keep a record of currently warranted and authorised AMHPs and their dates of re-warranting as specified in regulations (The Mental Health (Approved Mental Health Professionals) (Approval) (England) Regulations 2008);
  - To ensure that sufficient relevant training is available for AMHPs to fulfil their statutory training requirements under the regulations;

- To ensure that AMHPs have access to professional supervision and support in their role as AMHPs;
- The health and safety of AMHPs while they are undertaking statutory mental health work on the LSSA's behalf;
- To ensure legal indemnity of AMHPs while undertaking their statutory role;
- To provide access to legal advice while carrying out AMHP duties as necessary.

## **7. Recruitment**

- 7.1** In the original Section 75 Partnership Agreement from 1st April 2010, Council staff were seconded into the Trust. Council and Trust staffing budgets were pooled and all new recruitment was to a Trust contract irrespective of the Partner funding the post. This arrangement ended on 1st April 2015, primarily to bring Westminster in line with the other two Boroughs in Three Borough. This agreed amendment was formalised in the MOU 2015-17 and from 1st April 2015 the pooled budget for staffing ceased and it was agreed that any recruitment to a Council funded post will be through the Council, directly to a Council contract. This agreement will continue with the signing of the new Agreement from 1st April 2017.
- 7.2** The Trust will lead the recruitment to vacancies as and when they arise. The organisation that funds the post will be the employer of the new recruit and that organisations recruitment processes will be followed.
- 7.3** Any changes to posts functions and or staff groups will be subject to the approval of the authorised officers of the partnership.
- 7.4** All staff listed in this Agreement who apply for alternative posts within the integrated services in this Agreement will have the choice to retain a contract with their existing employer.

## **SCHEDULE 4: APPENDIX 1 – COUNCIL PARTNERSHIP FUNDED POSTS**

### **1. Management Team**

<b>WCC Post Title</b>	<b>Post No.</b>	<b>WTE</b>	<b>Comments</b>
Social Care/AMHP Lead	50357 3	1	
PA to SC/AMHP Lead	N/A	0.33	0.33 WTE of CNWL PA to SC Lead is recharged to WCC
<b>Total</b>		<b>1.33</b>	

### **2. CMHT North**

<b>WCC Post Title</b>	<b>Post No.</b>	<b>WTE</b>	<b>Comments</b>
Care Manager	50364 6	1.0	
Social Worker/AMHP	50364 9	1.0	CNWL employee in this post
Social Worker/AMHP	50365 1	1.0	
Social Worker/AMHP	50365 2	1.0	
Social Worker/AMHP	50365 3	1.0	
Social Worker/AMHP	50365 5	1.0	Vacant at 01/04/17
CMHT Manager	50365 6	1.0	
Admin Officer	50367 4	1.0	WCC employee in CNWL funded post, recharge to CNWL
Income		-1.0	
Admin Officer	53036 6	1.0	Vacant at 01/04/17
Social Worker/AMHP	53038 5	1.0	
Social Worker/AMHP	50368 6	1.0	
Social Worker/AMHP	53038 6	1.0	
Social Worker/AMHP	50368 2	1.0	
Senior Practitioner	53039 5	1.0	CNWL employee in WCC funded post, recharge to WCC
Senior Practitioner	53040 7	1.0	
<b>Total</b>		<b>14</b>	

### **3. CMHT South**

<b>WCC Post Title</b>	<b>Post No.</b>	<b>WTE</b>	<b>Comments</b>
Admin Officer	50357 1	1.0	
Social Worker/AMHP	50365 0	1.0	
Social Worker/AMHP	50365 4	1.0	CNWL employee in WCC funded post, recharge to WCC
Social Worker/AMHP	50365 9	1.0	

Social Worker/AMHP	50366 0	1.0	
Social Worker/AMHP	50366 1	1.0	CNWL employee in WCC funded post, recharge to WCC
Social Worker/AMHP	50366 2	1.0	
Social Worker/AMHP	50369 9	1.0	Vacant at 01/04/17- Agency cover
Social Worker/AMHP	53039 7	1.0	
Social Worker/AMHP	53038 7	1.0	Vacant at 01/04/17- Agency cover
Social Worker/AMHP	53038 8	1.0	Vacant at 01/04/17 CNWL 0.4 B6 employee working against this post
Senior Practitioner	53039 2	1.0	
Senior Practitioner	53039 3	1.0	
<b>Total</b>		<b>13.0</b>	

#### 4. Community Rehab Team

WCC Post Title	Post No.	WTE	Comments
Care Manager	50364 3	1.0	CNWL employee in WCC funded post, recharge to WCC
Social Worker/AMHP	50364 8	0.8	
Care Manager	50366 6	1.0	(JAS funded)
Placement Monitoring Officer	50368 5	1.0	
Social Worker/AMHP	53039 0	1.0	(JAS funded)
Senior Practitioner	53039 6	1.0	
Team Manager	54006 1	0	100% health funded
Team Administrator	54402 2	1.0	
SARP Co-ordinator	N/A	0.5	1.0 WTE CNWL employee, 0.5 WCC funded and recharged to WCC
<b>Total</b>		<b>7.3</b>	

#### 5. KCW Community Forensic Team - Westminster Staffing

WCC Post Title	Post No.	WTE	Comments
Social Worker/AMHP	50364 4	1	
<b>Total</b>		<b>1</b>	

#### 6. Older Peoples CMHT

WCC Post Title	Post No.	WTE	Comments
Care Manager	50158 7	1.00	
Senior Care Manager	50159 0	1.00	

Care Manager	50159 1	1.00	
Care Manager	50159 6	1.00	
Team Manager	N/A	0.5	CNWL employed post, 50:50 funded; 0.5 recharged to WCC
Case Manger	N/A	0.5	CNWL employed, post 50:50 funded ; 0.5 recharged to WCC
<b>Total</b>		<b>5.00</b>	

#### 7. Joint Homelessness Team (Outreach and Joint Assessment Service)

WCC Post Title	Post No.	WTE	Comments
Senior Administrator	50364 2	1.0	
Social Worker/AMHP	50366 3	1.0	
Social Worker/AMHP	50366 4	1.0	
Administrator	50366 5	1.0	
Social Worker	50367 5	1.0	
Social Worker/AMHP	50367 9	1.0	Vacant at 01/04/17
Social Worker/AMHP	50368 0	1.0	
Social Worker	50368 1	1.0	
Administrator	50368 3	0.5	
Support Worker	50368 4	1.0	
Senior SW/AMHP	50369 6	1.0	
Team Manager	50417 4	1.0	CNWL employee recharged to WCC
JAS Team Leader	53037 3	0.5	Vacant at 01/04/17
Social Worker	53039 9	1.0	CNWL employee recharged to WCC
Consultant Psychiatrist	N/A	0.5	CNWL employee recharged to WCC
Specialist registrar	N/A	1.0	CNWL employee recharged to WCC
Nurse Band 7	N/A	1.0	Vacant at 01/04/17, agency cover
Nurse Band 6	N/A	1.0	CNWL employee recharged to WCC - TBC
Nurse Band 6	N/A	1.0	CNWL employee recharged to WCC - TBC
<b>Total</b>		<b>17.5</b>	

Note, the funding for the 'health' JHT posts sits in the WCC non pay budget rather than being in the pay budget and therefore the WTE figures are 4.5 WTE higher here than in Schedule 5.

#### 8. Centralised AMHP Service

WCC Post Title	Post No.	WTE	Comments
Social Worker/AMHP	503645	1	
Social Worker/AMHP	503658	1	
Admin Officer	530370	1	

AMHP Team Leader	541853	1	CNWL employee, recharged to WCC
<b>Total</b>		<b>4</b>	

Note: From 01/10/17 an AMHP from the North CMHT has been seconded into the Centralised AMHP service for 6 months. This is to meet demands of the service while the staffing of the Centralised AMHP Service is under review.

#### **9. KCW Dual Diagnosis Service – Westminster Staffing**

<b>WCC Post Title</b>	<b>Post No.</b>	<b>WTE</b>	<b>Comments</b>
Team Co-ordinator	514395	0.2	Vacant at 01/04/17
Team Leader	541735	1.0	
Worker/AMHP	541736	1.0	
<b>Total</b>		<b>2.2</b>	



## **SCHEDULE 4: APPENDIX 2 – CNWL PARTNERSHIP FUNDED POSTS**

### **1. Management Team**

<b>CNWL Post Title</b>	<b>Band</b>	<b>WTE</b>	<b>Comments</b>
Senior Manager		1	Business & Transformation Manager
Senior Manager		1	Community Services Manager
Senior Manager		1	Deputy Borough Director
Senior Manager		1	Borough Director
Consultant		0.4	Borough Clinical Director
Performance Analyst		1	1.0 WTE in post, 0.56 budgeted
Nurse		1	In patient Service Manager
Admin & Clerical		3	
Income		-0.33	0.33 WTE of PA to SC Lead funded by WCC
Occupational Therapist		1	Service Manager/Lead OT
Clinical Psychologist		0.3	
Senior Safeguarding Manager		0.5	0.5 WTE in post, 0 WTE currently budgeted
Qual. & Performance Manager		0.5	0.5 WTE in post, 0 WTE currently budgeted
<b>Total</b>		<b>11.37</b>	

### **2. CMHT North**

<b>CNWL Post Title</b>	<b>Band</b>	<b>WTE</b>	<b>Comments</b>
Consultant		2	
Specialty Higher Trainee		2	
Staff Grade Practitioner		2	
Core Trainee		2	
GP Trainee		1	
Nurse		0	
Nurse		9	3 posts vacant at 01/04/17
Occupational Therapist		1	
Occupational Therapist		2	
Lead Peer Support Worker		0.5	
Admin & Clerical		1	WCC employee, costs recharged to CNWL.
Admin & Clerical		3	
Admin & Clerical		1	
Healthcare Asst: Supp Wkr		4	1 post vacant at 01/04/17
Social Worker		1	Employed by CNWL in WCC funded post, recharged to WCC.
Income		-1	
Senior Practitioner		1	Employed by CNWL in WCC funded post, recharged to WCC
Income		-1	
Snr Employment Specialist		0.5	
Support Worker		2	1 post vacant at 01/04/17
<b>Total</b>		<b>33</b>	

### **3. CMHT South**

<b>CNWL Post Title</b>	<b>Band</b>	<b>WTE</b>	<b>Comments</b>
Senior Manager		1	
Consultant		2	
Staff Grade Practitioner		0.5	

Specialty Doctor		2	1 post vacant at 01/04/17
Specialty Higher Trainee		1	1 post vacant at 01/04/17
Core Trainee		2	1 post vacant at 01/04/17
Nurse	■	1	
Nurse	■	8	3 posts vacant at 01/04/17
Occupational Therapist	■	1	
Occupational Therapist	■	2	
Admin & Clerical	■	.1	
Admin & Clerical	■	5	3 posts vacant at 01/04/17
Admin & Clerical	■	1	
Healthcare Asst: Supp Wkr		2	1 post vacant at 01/04/17
Social Worker		2.4	CNWL employees in WCC funded posts recharged to WCC.
Income		-2.4	
Snr Empl. Spec.	■	0.5	
Employment Support	■	2.5	1 post vacant at 01/04/17
<b>Total</b>		<b>32.5</b>	

#### 4. Community Rehab Team –

CNWL Post Title	Band	WTE	Comments
Senior Manager	■	1.0	
Nurse	■	1.0	
Consultant		1.0	
Speciality Higher trainee		1.0	1 post vacant at 01/04/17
Core Trainee		0.5	
Nurse	■	2.0	
Occupational Therapist	■	0.5	Vacant at 01/04/17
Occupational Therapist	■	1.0	
Admin & Clerical	■	1.0	
Social Worker		1.0	This is a CNWL employee in a WCC funded post, costs are recharged to WCC
Income		-1.0	
SARP Panel Coordinator	■	1.0	CNWL employee, 0.5 WTE funded by WCC
Income		-0.5	
<b>Total</b>		<b>9.5</b>	

#### 5. Early Intervention Service

CNWL Post Title	Band	WTE	Comments
Deputy Manager	■	1	
Team Manager	■	1	
Consultant		1.2	
Staff Grade Practitioner		1	
Nurse	■	2.6	
Nurse	■	6.4	1.4 posts vacant at 01/04/17
Occupational Therapist	■	3.5	1.5 posts vacant at 01/04/17
Employment Specialist	■	1	
Admin & Clerical	■	1	
Healthcare Asst: Supp Wkr		2	1 post vacant at 01/04/17
Social Worker Unqualified		3	1 post vacant at 01/04/17
Clinical Psychologist	■	0.8	

Total		24.5
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#### 6. KCW Community Forensic Team – Westminster Staffing (Diggory Division)

CNWL Post Title	Band	WTE	Comments
Team Manager		0.50	
Nurse		1.00	
Nurse band 6		4.00	2 posts vacant at 01/04/17
Occ Therapist		0.00	
Admin & Clerical		1.00	
Healthcare Asst: Supp Wkr		1.00	1 post vacant at 01/04/17
Nurse		1.00	1 post vacant at 01/04/17
Social Worker Unqualified		1	
<b>Total</b>		<b>9.50</b>	

#### 7. Older People's CMHT

CNWL Post Title	Band	WTE	Comments
Consultant		0.9	
Staff Grade Practitioner		0.5	1 post vacant at 01/04/17
Speciality Higher Trainee		1	1 post vacant at 01/04/17
Core Trainee		1	
Nurse		1	
Nurse		6	1 post vacant at 01/04/17
Nurse		2	
Nurse		1	
Nurse		1	
Nurse / Team Manager		1	This post is 50:50 funded, 50% recharge to WCC.
Income		-0.5	
Occupational Therapist		2	
Psychologist		1.6	
Admin & Clerical		2	
Healthcare Asst: Supp Wkr		1	
LA Staff, Case Manager		1	This post is 50:50 funded, 50% recharge to WCC.
		-0.5	
Clinical Psychologist		0.5	
Clinical Psychologist		1	
<b>CNWL Pay Total</b>		<b>23.5</b>	

#### 8. Joint Homelessness Team

Note: The 4.5 WTE health posts in the JHT are CNWL employees, the funding sits with the Council and costs are recharged to WCC. As at 01/04/17 the Team Manager is also a CNWL employee whose costs are recharged to WCC. These posts are listed in Appendix 1: Council Funded Posts.

#### 9. Centralised AMHP Service

CNWL Post Title	Band	WTE	Comments
Social Worker		1	This is a CNWL employee in a WCC funded post and recharged to WCC.
Income		-1.0	
<b>Total</b>		<b>0</b>	

#### 10. KCW Dual Diagnosis Service – Westminster Staffing

CNWL Post Title		WTE	Comments
Nurse		2	
Support Worker		0.8	
<b>Total</b>		<b>2.8</b>	

#### 11. Primary Care Plus

CNWL Post Title	Band	WTE	Comments
Nurse		9	
Nurse /Team Manager		1	
Occ. Therapist		1	
Social Worker		1	
<b>Total</b>		<b>12</b>	

#### 12. Inpatient Social Work Post

CNWL Post Title	Band	WTE	Comments
Social Worker		1.0	CNWL post, Gerrard Ward
<b>Total</b>		<b>1.0</b>	

**SCHEDULE 4: APPENDIX 3 - TRUST LINE MANAGEMENT STRUCTURE FOR INTEGRATED SERVICES.**

JAMESON DIVISION			
Divisional Director	Divisional Nursing Director	Divisional Medical Director	
Westminster			
Borough Director		Borough Clinical Director	
Community Service Manager	Service Manager & Lead OT	Acute Service Manager	Deputy Borough Director / Lead Nurse
Service	Service	Service	Service
Woodfield Trauma Service	RSS	The Gordon Hospital	Home Treatment / Rapid Response and Bed Management
Joint Homelessness Team	Waterview Personality Disorder	Modern Matrons	KCW Memory Service
North Westminster CMHT	KCW Psychotherapy Service	Ebury Ward	Primary Care Plus
South Westminster CMHT		Gerrard Ward In patient Social Worker	Great Chapel Street
Community Rehab Team		Vincent Ward	Westminster Wellbeing Team
Older People CMHT		Liaison Psychiatry (Adults)	
		Inpatient Therapy Team	Single Point Of Access
		Health Psychology	
Diggory Division			Perinatal Service
Service			
KCW Community Forensic Services			
			Social Care and AMHP Lead
			Service
			Centralised AMHP Service

## **SCHEDULE 5 – RESOURCES**

### **1. Introduction**

- 1.1 This Schedule provides details of the budgets, goods and services to be made available by the Partners and also outlines the key principles governing budget setting and accounting for its use.

### **2. Financial Arrangements for the operation of the Agreement**

- 2.1 The PB will agree by the 31st March each year, financial procedures and arrangements for the operation of this Agreement for the following financial year. This will act as a Revised Annual Finance Agreement which sets out the contributions plus variation and inclusion of all or any of the following:-

- Over/under spend management proposals or arrangements;
- Invoice or cross-charges arrangements – Where partners are to invoice each other, this will be made quarterly at the beginning of the quarter, on the first of the month, due for payment by 15th of the month.
- In the Section 75 Partnership Agreement from 1st April 2010, Council and Trust staffing budgets were pooled. This pooled fund for staffing arrangement ended on 1st April 2015, primarily to bring Westminster in line with the other two Boroughs in Three Borough. This agreed amendment was formalised in the MOU 2015-17 and from 1st April 2015 the pooled budget for staffing ceased and it was agreed that any recruitment to a Council funded post will be through the Council, directly to a Council contract. This agreement will continue with the signing of the new Agreement from 1st April 2017 and there will not be a pooled budget for staffing. The pooled fund for non-pay remains.
- Pooled Fund (non-pay) Finance Flows; - the Trust will invoice the Council quarterly as above for the Council's contribution to the Pooled Fund.
- VAT procedures - in accordance with 'Partnership Structure (b)' within HM Customs & Excise regulations and as notified to HMRC; separate operational guidance will be agreed between the Partners regarding this;
- Use of specific grants and other income;
- Audit checklists and other points raised by auditors;
- Monitoring information and formats (including contract monitoring);
- Monitoring timetable;
- Non-financial performance information;

- Information management systems & structures for collecting activity and finance information; and
- Accommodation arrangements for Services.

2.2 The Budget at Paragraph 6 below will be updated on an annual basis to reflect the agreed contributions from the Partners in line with Clause 9 of this Agreement. Each change to budgets agreed by the PB will take into account the effect on other budgets and other financial flows involved with any of the Partners.

### **3. Financial Planning and Budget Setting Process**

3.1 The partners will undertake their financial planning and Budgets reviews in line with their own internal procedures and processes but in recognition of the provisions of Clause 9 of this agreement. Such review will take account of planning assumptions of inflation for pay and non-pay costs, together with proposed budget variations in respect of:-

- Demographic change;
- Service enhancement or reduction;
- Required efficiency / quality improvement;
- Income streams;
- National Initiatives,

which the partners will consider in the context of their overall budget and shall be available no later than 31st March annually.

3.2 The Trust Borough Director will identify cost pressures and discuss these with commissioners. The Trust Borough Director shall ensure that any matters relating to the Council's budget under this agreement that might have a material impact on expenditure or income in future years are identified and reported to the PB in time to be taken into account in the financial planning and budget setting process.

3.3 The Trust's Director of Finance and the Council's Head of Financial Services shall advise the appropriate deadline dates for the provision of such information through the Revised Annual Finance Agreement.

3.4 In respect of financial forecasting and budgets, the Partners shall provide explanations, analysis and documentation as necessary for the other Partner to understand the basis of their planning assumptions and the contributions to the integrated provision.

### **4. Budget Management and Performance**

4.1 The Trust will manage the Council's budgets, resources, goods and services on its behalf, in accordance with Clause 7.

4.2 The Borough Director shall report quarterly on the financial and budgetary information listed in Schedule 6 and in the format specified in the Revised Annual Finance Agreement. The Borough Director shall ensure that action is taken to correct any

projected variation, reporting on the variation and the action taken or proposed to the PB.

- 4.3 The process for addressing forecast overspends/underspends and taking appropriate action will be addressed by the PB in accordance with Clauses 7.11 and 7.12 of this Agreement.

## **5. Access to Financial Information**

- 5.1 Each of the Partners shall make all relevant financial information and records available to the other Partner subject to any constraints imposed by Clause 13 of the Agreement and whilst respecting commercial confidentiality, and shall provide full explanations, exemplifications and advice in response to any reasonable question or request from any other Partner in respect of these records.
- 5.2 The Partners will assure the accuracy and completeness of financial information being presented under review through the PB.

## **6. Budget and Contributions**

- 6.1 The Council will bear responsibility for all costs associated with the Council's Staff including basic costs of employment and associated non pay costs including professional indemnity and training.

### **6.2 Summary of CNWL Staffing and 2017/18 Budgets in the integrated services (Correct at month 4, 25/08/17)**

<b>Team</b>	<b>WTE</b>	<b>Pay</b>	<b>Non-pay</b>	<b>Total</b>
Management Team	9.93			
CMHT North	33			
CMHT South	32.5			
Community Rehab Team	9.5			
Early Intervention Service	24.5			
Community Forensic Team	9.5			
Older People's CMHT	23.5			
Joint Homelessness Team	0			
Centralised AMHP Service	0			
KCW Dual Diagnosis Service	2.8			
Primary Care Plus	12			
Inpatient Social Worker	1			
<b>Total</b>	<b>158.23</b>			

- 6.3 For the avoidance of doubt, £9,376,734 is the Trust's contribution to the integrated services for the period 1 April 2017 to 31 March 2018.  
The figure of 158.23 WTE above differs from the Trust figure of 159.67 WTE in Schedule 4 due to the 1.44 WTE people in post at 01/04/17 that are unbudgeted.



6.4 The CNWL budgets summarised in 6.3 are subject to the Trusts Cost Improvement targets. Any change to the budgets will be reported to and agreed by the PB.

6.6 The detail of the Trusts staffing budgets by team are in Appendix 1.

**6.7 Summary of WCC Staffing and 2017/18 Budgets contributed to the Integrated services**

Team	WTE	Pay	Non-pay	Total
Management Team	1.33			
CMHT North	14			
CMHT South	13			
Community Rehab Team	7.3			
Community Forensic Team	1			
Older People's CMHT	5			
Joint Homelessness Team	17.5			
Centralised AMHP Service	4			
KCW Dual Diagnosis Service	2.2			
<b>Total</b>	<b>65.33</b>			

6.8 The JHT non pay figure above includes £43,700 non pay and £272,292 health staff recharge; for the 4.5 WTE medical and nursing staff employed by the Trust and recharged to WCC. The JHT contribution to estates costs as detailed at 7.3

6.9 For the avoidance of doubt, £3,571,516 is the Council's contribution to the integrated services for staffing and non-pay. The contribution to the cost of estates is reported at 7.3. The budgets are set as follows:

- Where staff are CNWL employed and recharged to WCC, the pay budgets should be set on the actuals provided by CNWL
- Where a post is vacant it is budgeted at the bottom of WCC scale
- There is no vacancy factor for 2017/18

6.10 The detail of the Council's staffing budgets by team are in Appendix 1.

6.11 The non-pay Pooled Fund relates to the integrated teams' running costs and includes but is not limited to; premises related costs such as furniture, equipment, stationery, printing, postage, telephones and mobiles.

'Assistance to singles and couples' will not be funded from the pooled fund. Other individual service user costs which could include interpreting and transport, where not part of an on-going care package, will be funded from the pooled fund.

6.12 The WCC contribution to the non-pay Pooled Fund team running costs for 2017/18 is set at the same rate as 2016/17 and as detailed in the MOU 2015 – 17. For the avoidance of doubt this contribution is £84,700, the amount per team is detailed in Appendix 1. This excludes the KCW Dual Diagnosis service non-pay.

- 6.13 This contribution is to be reviewed in 2017/18 with consideration of the impact of the 2016 Community Services re-design and the identification of any direct WCC spend by integrated teams on running costs that the pooled fund is intended to cover. A reconciliation of spend by team will be undertaken in quarter 3 as part of this process.

## **7. Premises**

- 7.1 The Council and the Trust shall continue to provide or make available the premises, with the same support services and facilities management to those premises, that they provided before the Commencement Date and according to the lists set out at paragraphs 7.2 and 7.3 below:-
- 7.2 The Trust shall ensure continued access to the premises currently used at the following addresses:-
- 7a Woodfield Road, London W9 2NW
  - 190 Vauxhall Bridge Road, SW1V 1DX
  - 192 Vauxhall Bridge Road, SW1V 1DX
  - Gordon Hospital, Bloomburg St, SW1V2RH
  - 150 Barlby Rd, W10 6BS (KCW Community Forensic Team)
  - 1B Beatrice Place, Marloes Rd, W8 5LW (KCW Early Intervention)
- 7.3 The Council will make payments into the non-pay Pooled Fund to cover the costs of rent and service charge for the Council staff occupying the above premises. The value of the contribution for 2017/18 is £401,700 as detailed below and is to be reviewed annually in negotiation at the PB. The Council do not supply any premises that are covered by this Agreement.

<b>Accommodation contribution by WCC to CNWL</b>	
Woodfield Road	249,000
VBR	44,700
VBR - JHT contribution	108,000
<b>Total</b>	<b>£401,700</b>

## **8 Procurement**

- 8.1 The Trust will arrange the procurement of general consumable supplies and services for the integrated services, such as stationeries, furniture, etc. excluding interpreting services, which the partners shall fund separately.
- 8.2 The Council will continue to be statutorily responsible for externally purchased social care provisions. The delivery function lies with the external provider agency,

but the review, care co-ordination, sourcing and monitoring of these externally provided services including the relevant placement budgets, will be delegated to the Trust and this includes care packages under personalisation, blocked contract and spot purchase external placements for adult mental health, subject to reasonable administrative resources being provided to the Trust to undertake this commitment.

- 8.3 The Council will continue to be responsible for social care functions of the placement panels and its decisions for the services covered by this agreement. The Council shall also continue to be responsible for contracting or service commissioning with external providers, the Trust will feedback to the Council any information that will assist the Council to monitor the effectiveness of those contracts.
- 8.4 The Trust will use its best endeavours to manage external placements in accordance with the council's commissioning guidelines, placement contracts and best practice to deliver value for money and efficiencies on behalf of the Council.
- 8.5 Purchasing arrangements, management, authorisations and monitoring of older adult, substance misuse and dual diagnosis placements will remain unchanged.

# **SCHEDULE 5: APPENDIX 1 - WESTMINSTER SECTION 75 CNWL/WCC BUDGETS BY TEAM**

Note: The CNWL budgets are correct as at month 4, 25/08/17

## **1. Management Team**

CNWL Post Title	Post Number	Band	WTE	Budget	Comments
Senior Manager		■	1		
Senior Manager		■	1		
Senior Manager		■	1		
Senior Manager		■	1		
Consultant			0.4		
Performance Analyst		■	0.56		
Nurse		■	1		
Admin & Clerical		■	3		
Income			-0.33		
Occupational Therapist		■	1		
Clinical Psychologist		■	0.3		
Senior Safeguarding Manager		■	0		
Qual. & Performance Manager		■	0		
<b>CNWL Pay Total</b>			<b>9.93</b>	<b>734,333</b>	

<b>CNWL Non Pay</b>				<b>0</b>	
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<b>CNWL Team Total</b>				<b>734,333</b>	
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<b>WCC Post Title</b>					
Social Care/AMHP Lead	503573		1		
PA to SC/AMHP Lead			0.33		
<b>WCC Pay total</b>			<b>1.33</b>		
<b>WCC Non Pay</b>					
<b>WCC Total</b>				<b>105,009</b>	

2. CMHT North

CNWL Post Title	Post Number	Band	WTE	Budget	Comments
Consultant			2		
Speciality Higher Trainee			2		
Staff Grade			2		
Core Trainee			2		
GP Trainee			1		
Nurse			0		
Nurse			9		
Occupational Therapist			1		
Occupational Therapist			2		
Lead Peer Support Worker			0.5		
Admin & Clerical			1		
Admin & Clerical			3		
Admin & Clerical			1		
HCA/ Support Worker			4		
Social Worker			1		
Income			-1		
Senior Practitioner			1		
Income			-1		
Snr Employment Specialist			0.5		
Support Worker			2		
CNWL Pay Total			33	1,826,769	
CNWL Non Pay				195,923	
CNWL Team Total				2,022,692	
WCC Post Title					
Care Manager	503646		1.0		
Social Worker/AMHP	503649		1.0		

Social Worker/AMHP	503651		1.0		
Social Worker/AMHP	503652		1.0		
Social Worker/AMHP	503653		1.0		
Social Worker/AMHP	503655		1.0		
CMHT Manager	503656		1.0		
Admin Officer	503674		1.0		
Income			-1.0		
Admin Officer	530366		1.0		
Social Worker/AMHP	530385		1.0		
Social Worker/AMHP	530386		1.0		
Social Worker/AMHP	530386		1.0		
Social Worker/AMHP	530382		1.0		
Senior Practitioner	530395		1.0		
Senior Practitioner	530407		1.0		
WCC Pay total			14	742,405	
WCC Non Pay				10,500	
WCC Total				752,905	

Please see Note 4 below

### 3. CMHT South

CNWL Post Title	Post Number	Band	WTE	Budget	Comments
Senior Manager			1		
Consultant			2		
Staff Grade Practitioner			0.5		
Specialty Doctor			2		
Specialty Higher Trainee			1		
Core Trainee			2		
Nurse			1		
Nurse			8		
Occupational Therapist			1		
Occupational Therapist			2		

Admin & Clerical				1		
Admin & Clerical				5		
Admin & Clerical				1		
HCA/Support Worker				2		
Social Worker				2.4		
				-2.4		
Income						
Snr Empl. Spec.				0.5		
Employment Support				2.5		
<b>CNWL Pay Total</b>				<b>32.5</b>		<b>1,778,138</b>
<b>CNWL Non Pay</b>						<b>177,339</b>
<b>CNWL Team Total</b>						<b>1,955,477</b>
<b>WCC Post Title</b>						
Admin Officer	503571			1.0		
Social Worker/AMHP	503650			1.0		
Social Worker/AMHP	503654			1.0		
Social Worker/AMHP	503659			1.0		
Social Worker/AMHP	503660			1.0		
Social Worker/AMHP	503661			1.0		
Social Worker/AMHP	503662			1.0		
Social Worker/AMHP	503699			1.0		
Social Worker/AMHP	530397			1.0		
Social Worker/AMHP	530387			1.0		
Social Worker/AMHP	530388			1.0		
Senior Practitioner	530392			1.0		
Senior Practitioner	530393			1.0		
<b>WCC Pay total</b>				<b>13.0</b>		<b>658,008</b>
<b>WCC Non Pay</b>						<b>10,500</b>
<b>WCC Total</b>						<b>668,508</b>

#### 4. Community Rehab Team

CNWL Post Title	Post Number	Band	WTE	Budget	Comments
Senior Manager			1		
Consultant			1.00		
Speciality Higher Trainee			1.00		
Core Trainee			0.5		
Nurse			1		
Nurse			2		
Occupational Therapist			0.5		
Occupational Therapist			1.0		
Admin & Clerical			1.0		
Social Worker			1.0		
Income			-1.0		
SARP Coordinator (A&C)			1.0		
Income			-0.5		
<b>CNWL Pay Total</b>			<b>9.5</b>	<b>621,357</b>	
<b>CNWL Non Pay</b>				<b>6,395</b>	
<b>CNWL Team Total</b>				<b>627,762</b>	
<b>WCC Post Title</b>					
Care Manager	503643		1.0		
Social Worker/AMHP	503648		0.8		
Care Manager	503666		1.0		
Placement Monitoring Officer	503685		1.0		
Social Worker/AMHP	530390		1.0		
Senior Practitioner	530386		1.0		
Team Manager	540061		0		
Team Administrator	544022		1.0		
SARP Co-ordinator	N/A		0.5		
<b>WCC Pay total</b>			<b>7.3</b>	<b>352,262</b>	



WCC Non Pay					0	
WCC Total					352,262	

#### 5. KCW Early Intervention Service

CNWL Post Title	Post No.	Band	WTE	Budget	Comments
Senior Manager		1	1		
Senior Manager		1	1		
Consultant			1.2		
Staff Grade Practitioner			1		
Nurse / Social Worker			2.6		
Nurse / Social Worker			6.4		
Occupational Therapist			3.5		
A&C Employment Specialist			1		
Admin & Clerical			1		
HCA / Support Worker			2		
Social Worker			3		
Clinical Psychologist			0.8		
<b>CNWL Pay Total</b>			<b>24.5</b>	<b>1,291,284</b>	
<b>CNWL Non Pay</b>				<b>56,131</b>	
<b>CNWL Team Total</b>				<b>1,347,415</b>	

#### 6. KCW Community Forensic Team - Westminster Staffing - (Diggory Division)

CNWL Post Title	Post No.	Band	WTE	Budget	Comments
Senior Manager			0.50		
Nurse			1.00		
Nurse band 6			4.00		
Admin & Clerical			1.00		

Healthcare Asst: Supp Wkr			1.00		
Nurse			1.00		
Social Worker			1.00		
CNWL Pay Total			9.50	425,116	
CNWL Non Pay				54,985	
CNWL Team Total				480,111	
WCC Post Title					
Social Worker/AMHP	503644		1		
WCC Pay total					
WCC Non Pay					
WCC Total					

#### 7. Older Peoples CMHT

CNWL Post Title	Post Number	Band	WTE	Budget	Comments
Consultant			0.9		
Staff Grade Practitioner			0.5		
Speciality Higher Trainee			1		
Core Trainee			1		
Nurse			1		
Nurse			6		
Nurse			2		
Nurse			1		
Nurse			1		
Nurse / Team Manager			1		
Income			-0.5		
Occupational Therapist			2		
Psychologist			1.6		
Admin & Clerical			2		

HCA / Support Worker				1		
Local Authority Staff				1		
				-0.5		
Clinical Psychologist				0.5		
Clinical Psychologist				1		
<b>CNWL Pay Total</b>				<b>23.5</b>		<b>1,226,940</b>
<b>CNWL Non Pay</b>						<b>28,983</b>
<b>CNWL Team Total</b>						<b>1,255,923</b>
<b>WCC Post Title</b>						
Care Manager	501587			1.00		
Senior Care Manager	501590			1.00		
Care Manager	501591			1.00		
Care Manager	501596			1.00		
Team Manager				0.5		
Case Manger				0.5		
<b>WCC Team Total</b>				<b>5.00</b>		<b>261,024</b>
<b>WCC Non Pay</b>						<b>0</b>
<b>WCC Total</b>						<b>261,024</b>

**8. Joint Homelessness Team (Outreach and Joint Assessment Service)**

CNWL Post Title	Post Number	Band	WTE	Budget	Comments
Team Manager			1		
Income			-1		
Consultant			0.5		
Income			-0.5		
Specialist Registrar			1		
Income			-1		
Nurse			1		
Income			-1		

Nurse					2.00	
	Income				-2.75	
Social Worker					1	
	Income				-1	
CNWL Pay Total					0.0	0
CNWL Non Pay						60,388
CNWL Team Total						60,388
WCC Post Title						
Senior Administrator	503642			1.0		
Social Worker/AMHP	503663			1.0		
Social Worker/AMHP	503664			1.0		
Administrator	503665			1.0		
Social Worker	503675			1.0		
Social Worker/AMHP	503679			1.0		
Social Worker/AMHP	503680			1.0		
Social Worker	503681			1.0		
Administrator	503683			0.5		
Support Worker	503684			1.0		
Senior SW/AMHP	503696			1.0		
Team Manager	504174			1.0		
JAS Team Leader	530373			0.5		
Social Worker	530399			1.0		
WCC Pay total				13		694,305
WCC Non Pay						423,992
						This is comprised of the cost of 4.5 WTE CNWL employed health staff as detailed above =£272,292 JHT VBR Estates contribution = £108,000 Non-pay = £ 43,700
WCC Total						1,118,297

9. Centralised AMHP Service

CNWL Post Title	Post Number	Band	WTE	Budget	Comments
Social Worker		1	1		
Income					
CNWL Pay Total					
CNWL Non Pay					
CNWL Team Total					
WCC Post Title					
Social Worker/AMHP	503645		1		
Social Worker/AMHP	503658		1		
Admin Officer	530370		1		
Central AMHP Team Leader	541853		1		
WCC Pay total			4	212,743	
WCC Non Pay				0	
WCC Total				212,743	

Please see Note 4 below

10. KCW Dual Diagnosis Service – Westminster Staffing

CNWL Post Title	Post Number	Band	WTE	Budget	Comments
Nurse		1	2		
Support Worker		1	0.8		
CNWL Pay Total			2.8	113,142	
CNWL Non Pay				20,706	
CNWL Team Total				133,848	

WCC Post Title				
KCW Team Co-ordinator	514395	0.2		
Team Leader	541735	1.0		
Worker/AMHP	541736	1.0		
<b>WCC Pay total</b>		<b>2.2</b>	<b>115,587</b>	
<b>WCC Non Pay</b>			<b>34,413</b>	
<b>WCC Total</b>			<b>150,000</b>	

#### 11. Primary Care Plus

CNWL Post Title	Post Number	Band	WTE	Budget	Comments
Nurse		1	9		
Nurse / Team Manager		1	1		
Occupational Therapist		1	1		
Social Worker Qualified		1	1		
<b>CNWL Pay Total</b>			<b>12</b>	<b>634,425</b>	
<b>CNWL Non Pay</b>				<b>48,732</b>	
<b>CNWL Team Total</b>				<b>683,157</b>	

#### 12. Inpatient Social Worker

CNWL Post Title	Post No.	Band	WTE	Budget	Comments
Social Worker			1		
<b>CNWL Pay Total</b>					

Notes:

1. The KCW Early Intervention team works across both Kensington & Chelsea and Westminster. The whole team is reported in Schedule 5 of both Boroughs' S75 Partnership Agreements.
2. The Homelessness Prevention Initiative (HPI), will be delivered under this agreement if funding is secured for 2017/18 onwards. Due to the time limited nature of the funding, HPI budget and staffing details will not be included in Schedule 4 and Schedule 5 of this agreement.
3. The Joint Homelessness team funding is comprised of three elements as outlined in the Commissioning Section 75 agreement between the CGG, Westminster Council Adult Social Care and Westminster Housing. It is shown here as WCC as all the funding comes via WCC.
4. From 01/10/17 an AMHP from the North CMHT has been seconded into the Centralised AMHP service for 6 months. This is to meet demands of the service while the staffing of the Centralised AMHP Service is under review.

## **SCHEDULE 6 - GOVERNANCE ARRANGEMENTS**

### **1. Partnership Board Terms of Reference**

#### **1.1 Partnership Board**

The Section 75 Operational Agreements between Westminster City Council and Central and North West London NHS Foundation Trust and Royal Borough of Kensington and Chelsea and Central and North West London NHS Foundation Trust will be managed by the **KCW Mental Health Partnership Board**, hereafter referred to as "PB". This is a joint management Board formed between Central and North West London NHS Foundation Trust (hereafter referred to as the Trust) Westminster City Council and the Royal Borough Kensington and Chelsea (hereafter referred to as the Council).

The Board is a Senior Officer Group with responsibility for the strategic direction and development of the services detailed in the section 75 Partnership Agreements in Westminster and Kensington and Chelsea and overseeing the performance of these services. Officers will be responsible for reporting back to their respective organisations.

There are separate Section 75 Commissioning Agreements between the Council and the CCGs which have separate governance structures with responsibility for overseeing those budgets and services.

#### **1.2 PB Membership**

The membership of the PB will be as follows (together the 'PB Members'):-

1. the Trust's Divisional Director (Jameson Division)
2. the Trust's Head of Social Work and Social Care
3. the Trust's Borough Directors for Westminster and Kensington and Chelsea
4. the Council's Director of Integrated Care, Adult Social Care and Health
5. Westminster Council's Head of Supporting People and Temporary Accommodation will attend the meeting twice yearly in February and August in relation to the contribution made for the Joint Homelessness Team. The February meeting will focus on budget setting and the August meeting will focus on high level planning for the forthcoming year.
6. the Council Mental Health Social Care Leads
7. the Council ASC Commissioning Lead

The PB will be supported by senior officers from the Council and the Trust from time to time, including Finance and Human Resources leads as required.



Secretarial support for the Strategic Partnership Boards will be provided by the Personal Assistants to the Director of Integrated Care and the Jameson Divisional Director.

### **1.3 Role of PB**

The PB shall:-

- consider progress on the Aims and Objectives at Schedule 1 in determining the strategic development of the mental health services contained within the Agreement and consult further where necessary; and
- review jointly the operation of this Agreement and consider its renewal;
- agree such variations to this Agreement from time to time as it thinks fit;
- review the operation of the Service and in particular (but without limitation) to ensure that these comply with all legal and policy requirements;
- review the performance of the Service against agreed national and local targets for health and social care.
- review and agree annually the Revised Annual Finance Agreement as at Schedule 5;
- ensure the financial, human and other resources are managed effectively and utilised appropriately.
- agree and set such efficiencies from time to time as are considered by it necessary
- agree the Annual Report and Business Plan as set out at 1.7 below

### **1.4 Meetings & Quorum**

The PA's to the Director of Integrated Care and the Jameson Divisional Director will arrange meetings and co-ordinate reports, approximately quarterly for the PB with at least 4 meeting per annum and shall provide an agenda and any reports to PB Members 7 days prior to the meeting.

The Chair of the meeting will rotate each meeting between the Director of Integrated Care and the Jameson Divisional Director The PA linked to the Chair will take responsibility for the minute taking in the meeting.

The meeting dates to be arranged annually in advance, no later than 6 weeks after the Quarter end and will be held at the Council offices or Trust Headquarters.

The Board is empowered to arrange more frequent meetings if required, in order to ensure achievement of its objectives and outcomes.

Either party may request an extraordinary Board meeting on giving the other Party no less than 15 working days' notice of such a meeting. The Party requesting the meeting will set out the reasons for the meeting. The Director of Integrated Care and the Jameson Divisional Director may between them, agree to meet to resolve the issue(s) for which the extraordinary meeting has been requested. If the Parties are able to resolve the matter at this level the Party requesting the extraordinary meeting may, at its discretion withdraw the request.

The quorum for meetings of the PB shall be a minimum of two (2) PB Members, not counting the Borough Directors. There are no nominated Deputies for the Director of Integrated Care

and the Jameson Divisional Director. In their absence, the meeting should be rearranged to a suitably convenient time.

Decisions of the PB shall be made unanimously by those present. Where this is not possible, or where there may be dispute, the dispute resolution arrangements of the S75 Partnership Agreement will be implemented

Minutes of all decisions shall be kept and copied to the Authorised Officers within seven (7) days of every meeting.

#### **1.5 Reporting Procedure and Accountability**

Each member of the Board, and their respective organisations, will be accountable for the decisions jointly and legitimately made through the Board processes.

Each Board member will be responsible for ensuring decisions of the Board are consistent with the Accountability, Governance and reporting and management arrangements in the organisation which they represent on the Board.

The Board will make every effort to ensure its activities are consistent with the requirements of the Health and Wellbeing Board and will provide reports on the activities of the Board as judged appropriate by the Board.

#### **1.6 Information, Reports and Review for Business Plan**

The Borough Directors shall supply to the PB on a quarterly basis the financial and activity information by exception only subject to any amendment in light of the Annual Report and Business Plan to be prepared by the Borough Directors and to be available by 1<sup>st</sup> April in each Financial Year.

The annual Business Plan thereafter will be the basis for delivery by the Council against the Agreement along with the content of the Revised Annual Finance Agreement. Any variation from it will be agreed by the PB.

The members of the PB may ask for more detailed reports in the areas of Finance, Human Resources and Performance in order to provide assurance that the service is delivering against the required outcomes.

The Board will appoint Operational S75 Groups in Westminster and Kensington and Chelsea to oversee the day to day implementation and operational management of the service. This will include reviewing operational issues relating to areas of social care that currently fall outside of the Agreements.

### **2.0 GOVERNANCE**

2.1 The Trust Board retains ultimate responsibility for all aspects of quality and governance

2.2 The Trust Audit Committee is responsible for reviewing and maintaining a system of internal control and risk management.

2.3 The Trust Quality and Performance Committee is responsible for assuring the Trust Board of the appropriateness and effectiveness of the structures and processes for quality and performance.

- 2.4 A local interface structure is in place in Westminster and Kensington and Chelsea which covers both health and social care structures and processes and monitors effectiveness.
- 2.5 The Trust Information Governance structure is responsible for assuring the Trust Board of the quality and effectiveness of the Trust's information systems.
- 2.6 The Council will retain responsibility for assuring the quality and effectiveness of the Council's information systems.
- 2.7 The Trust and the Council have both signed the Information Sharing Protocol (North West London agreement)
- 2.8 The Trust and the Council agree to share information as appropriate in a secure manner in order to determine local performance against targets and for strategic planning in both the Trust and the Council.
- 2.9 Both Partners will follow and ensure that the arrangements comply with all legislation regulations and guidance on information sharing produced by the Government, including but not limited to the Freedom of Information Act, 2000 and the Data Protection Act, 1998.
- 2.10 The PB is authorised within the limits of delegated authority of the PB Members (which is received through their respective organisation's own financial scheme of delegation) to:-
- confirm and agree pursuant to Clause 9 the respective contributions of the Partners and the Revised Annual Finance Agreement; and
  - The PB shall not govern any Staff who are not listed at Schedule 4 or any amendment to it, who shall remain accountable to and the responsibility of their respective current employer.
  - Staff listed at Schedule 4 shall be managed in accordance with arrangements set out at Schedule 4. The Staff List at Schedule 4 will be updated and maintained by the Borough Director.
- 2.11 Post-termination  
The PB shall continue to operate in accordance with this Schedule following any termination of this Agreement under Clause 10

### **3.0 INSPECTIONS AND REVIEWS**

- 3.1 The Council will have full access to records, performance information etc to assist with any required inspections/review of service
- 3.2 The Trust will co-operate in the preparation of reporting inspection outcomes to the Council's Cabinet and Overview and Scrutiny Committee as required.
- 3.3 Recommendations made following an inspection or any other visit will be implemented by the Trust within the timescale agreed with the Inspectors

### **4.0 COMPLAINTS AND SERIOUS UNTOWARD INCIDENT MANAGEMENT**

- 4.1 In accordance with clause 12 of this Agreement, the Trust will provide the first point of contact for a complaints procedure that adheres to statutory requirements and covers both health and social care services. The aim will be to provide as seamless an experience for complainants as possible and reach a satisfactory conclusion.
- 4.2 If a complainant should complain directly to the Council about the Service or staff, this will be referred to the Trust in the first instance
- 4.3 Both Partners will co-operate with one another in the handling and resolution of any complaint received in relation to the Service and complaints will be investigated in accordance with the Trust's complaints procedure.
- 4.4 The Trust will investigate all Serious Incidents in the spirit of co-operation and openness for the Services included in this Agreement. All Fact Finder reports and Investigations that relate to Services included in this Agreement will be shared with the Council.

## **5.0 CLINICAL/PRACTICE POLICIES**

- 5.1 The Trust will have in place a set of policies that will provide an appropriate framework for service delivery. The Trust will ensure that all Council policies are followed which are specific to Council functions. This will include, but not exclusively the Procedures relating to Residential Placements, Direct Payments and Charging.
- 5.2 Where possible, all relevant clinical policies from the Partners will be harmonised.

## **1. Operational Partnership Group Terms of Reference**

- 1.1 The Agreement will be operationally managed by the Operational Partnership Group / Borough Senior Management Team hereafter referred to as the 'OPG' who will report Quarterly to the PB.

## **2. Membership**

- 2.1 The membership of the OPG will be as follows:-

1. The Trust's Borough Directors for Kensington and Chelsea and Westminster.
2. The Council's Social Care Leads
3. Leads for Finance from both organisations
4. Leads for Human Resources from the Trust. A significant amount of Council HR function has been delegated to managers; Council HR Leads would attend on an exceptional basis
5. Leads for Information from both organisations
6. Service Manager representatives for each of the services party to the S75 Partnership Agreement.

- 2.2 Secretarial support for the OPG will be provided by the Personal Assistants to the Trust's Borough Directors for Kensington and Chelsea and Westminster.

## **3. Quorum**

- 3.1 The OPG is not a decision making body in S75 Partnership Agreement matters and will be quorate when there are sufficient members present to manage the Agenda for any specific meeting.

## **4. Role and Function of the OPG**

- 4.1 The role of the OPG is to oversee the day to day performance of the Partnership Agreement and the services contained within it, ensuring ongoing achievement of objectives and outcomes of the strategies and action plans agreed by the Board.

In particular, the OPG will

- Manage financial resources effectively and review monthly income and expenditure by team and total with a projected outturn at year end compared to budget and a commentary on significant variances between the projected year end outturn and budget and any necessary management action to rectify the position. Take immediate remedial action to improve performance where required, in particular to ensure services are provided within budget. Agree standardised reporting framework for the budgets included within the Agreement.

- Review expenditure of mental health budgets that fall outside of the Agreement when they are an integral part of successful operational management of integrated mental health services.
- Manage human resources effectively and review staffing levels and capability to ensure high quality staff are in place for the successful operational management of the integrated mental health service. Highlight report on service structure, any proposed changes to skill mix and related activity
- Manage and ensure that the performance of the Service against agreed national and local targets for health and social care are met. Agree on Exception reporting framework to the PB.
- Manage and review effective AMHP provision and issues relating to the statutory duties under the Mental Health Act.
- Agree reporting framework for the PB to ensure that they have the necessary information to review jointly the operation of the Agreement.
- Develop the Annual Report and Business Plan, including agreed objectives and outcomes, for Agreement by the PB.
- The OPG will agree where necessary to set up other meetings/groups to implement more detailed improvements or changes to service delivery. These groups will report to the OPG on progress.

## **5. Reporting Procedure and Accountability**

- 5.1 The OPG will report directly to the PB. The Borough Directors will be responsible for reporting back to the PB. The OPG members will ensure that the Quarterly Reports for the PB are prepared 15 working days prior to the PB meeting.
- 5.2 Each OPG member will be responsible for ensuring the work of the Group is consistent with the accountability, governance, reporting and management arrangements in the organisation which they represent on the OPG.

## **6. Decision Making**

- 6.1 The OPG is authorised to resolve issues at an operational level in order to ensure the efficient and effective operation of services and best use of resources.
- 6.2 Issues that cannot be resolved at the OPG will be escalated in the first instance through the line management arrangements operating in their respective organisations and from there to the Board, if necessary.

## **7. Meetings**

- 7.1 The PA's to the Borough Directors will arrange monthly meetings, which may be the Borough senior management team meeting, and shall provide an agenda and any reports to OPG members 7 days prior to the meeting.

- 7.2 The meeting dates to be arranged annually in advance, no later than 2 weeks after month end and will be held in each borough, alternating each month.
- 7.3 The secretarial support will be provided by the PA to the Borough Director where the meeting is being held.
- 7.4 Minutes of all decisions shall be kept and copied to members of the OPG within 7 days of every meeting.
- 7.5 Quarterly reports that are prepared for the PB will be circulated to all members of the OPG for information.

**SCHEDULE 6 - APPENDIX 1 - REPORTING AND FREQUENCY TO THE PB**

	<b>PERFORMANCE AREA</b>	<b>KEY DELIVERABLES</b>	<b>FREQUENCY</b>
1.	<b>Finance and Performance</b>	Quarterly income and expenditure by team and total with a projected outturn at year end compared to budget and a commentary on significant variances between the projected year end outturn and budget. Performance against the agreed Key Performance Indicators by exception.	Quarterly
2.	<b>Service &amp; Delivery</b>	Quarterly progress report on the implementation of the service improvement objectives in Schedule 1 section 4 Quarterly exception reporting on operational issues	Quarterly
3.	<b>Human Resources</b>	Quarterly report on staffing issues including numbers of staff employed by both organisations, sickness records, turnover rates, disciplinary and sickness investigations.	Quarterly
4.	<b>Annual Report</b>	Production of an Annual Report including a review of performance against the aims and objectives for the preceding year and a revised set of service improvement objectives for the forthcoming year as a Risk Assessment and Business Plan for adoption by PB alongside a Revised Annual Finance Agreement	Annual



**SCHEDULE 6 - APPENDIX 2 - REPORTING AND FREQUENCY TO THE OPG**

	<b>PERFORMANCE AREA</b>	<b>KEY DELIVERABLES</b>	<b>FREQUENCY</b>
1.	<b>Finance and Performance</b>	Monthly income and expenditure by team and total with a projected outturn at year end compared to budget and a commentary on significant variances between the projected year end outturn and budget. Performance against the agreed Key Performance Indicators by exception	Monthly
2.	<b>Service &amp; Delivery</b>	Monthly progress report on the implementation of the service improvement objectives in Schedule 1 section 4 Monthly exception reporting on operational issues	Monthly
3.	<b>Human Resources</b>	Monthly report on staffing issues including numbers of staff employed by both organisations, sickness records, turnover rates, disciplinary and sickness investigations.	Monthly

