

**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HARROW**

**and**

**THE CENTRAL AND NORTH WEST LONDON  
MENTAL HEALTH NHS TRUST**

**AN AGREEMENT RELATING TO ESTABLISHING  
PARTNERSHIP ARRANGEMENTS FOR  
INTEGRATED HEALTH AND SOCIAL CARE  
MENTAL HEALTH SERVICES IN HARROW**

## **Section 1: Date of Agreement, Parties, Background**

### **1. Date of this Agreement** \_\_\_\_\_

### **2. Parties**

2.1 The Mayor and Burgesses of the London Borough of Harrow of Civic Centre, Station Road, Harrow, HA1 2UW (“the Council”)

2.2 The Central and North West London Mental Health NHS Trust, of 30 Eastbourne Terrace, London, W2 6LA (“the Trust”) which expression shall include any and all statutory successors in title to all of or to those prescribed functions of the Trust subject to the terms of this Agreement)

### **3. Background**

3.1 The Council commissions and provides social services for people who are resident in the London Borough of Harrow.

3.2 The Trust provides health services for people resident in several London Boroughs, including the London Borough of Harrow.

3.3 Section 31 of the Health Act 1999 has introduced powers for:

3.3.1 NHS bodies to exercise various prescribed local authority functions and for local authorities to exercise various prescribed NHS functions and

3.3.2 For NHS bodies and local authorities to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed functions.

3.4 For the avoidance of doubt each Partner remains statutorily responsible for their Functions carried out under any pooled fund arrangement established under sub-clause 3.3.2 above or following any delegation of Functions as set out in clause 3.3.1 above.

3.5 The Partners are committed to establishing a framework for the use of powers under section 31 of the Health Act 1999 and wish to enter into this Agreement in pursuance of this commitment.

3.6 The Council and the Trust Board have approved the terms of this Agreement including the Scheme.

- 3.7 The Partners are entering into the Arrangements in exercise of powers set out in Section 31 of the Health Act 1999 to the extent that the exercise of these powers is required for the Arrangements.
- 3.8 The Partners have jointly carried out consultations on the proposed Arrangements under this Agreement with those affected by the proposals, including user groups, patient forums, staff and non statutory providers.
- 3.9 The primary aims that underpin the Arrangements are to:
- 3.9.1 Consolidate the arrangements for integrated provision of mental health services with agreed priorities.
  - 3.9.2 Ensure a significant improvement in service user access, experience, involvement and continuity of care by having specific integrated services with identified resources and a wide range of skills and expertise available.
  - 3.9.3 Reduce gaps and duplication between statutory services minimising disputes over organisational responsibilities.
  - 3.9.4 Establish joint management arrangements to prioritise mechanisms leading to common assessment processes and the management of resources.
  - 3.9.5 Provide a governance and accountability framework that improves effectiveness, strengthens performance, brings Best Value and Clinical Governance frameworks together, and provides consistency and reduced risks.
  - 3.9.6 Supports the delivery of the outcomes defined in the White Paper “Our Health, Our Care, Our Say”.

## **Section 2: Definitions and Interpretation**

### **4. Definitions**

- 4.1 In this Agreement the following expressions shall have the following meanings:
- 4.1.1 “Adult Health and Social Care Partnership” means the body whose terms of reference and functions are set out in the Initial Scheme Schedule.
  - 4.1.2 “Adults” means vulnerable people aged 18 to 65 years inclusive.

- 4.1.3 “Agreement” means this agreement including attached Schedules, appendices and protocols.
- 4.1.4 “Approved Social Workers” means social workers carrying out specific social work functions as defined in the Mental Health Act 1983
- 4.1.5 “Arrangements” mean the arrangements described at clause 6.
- 4.1.6 “Assets” means ***[Definition Required – these are non-financial assets]***
- 4.1.7 “Best Value” means the duty imposed on local authorities under section 3 of the Local Government Act 1999 to make arrangements to secure continuous improvement in the way in which they exercise their functions, taking account of economy, efficiency and effectiveness.
- 4.1.8 “Cabinet” means the decision making body established by the Council under the Local Government Act 2000 the terms of reference of which are set out in the Council’s constitution as part of the Council’s form of executive arrangements.
- 4.1.9 “Capital Asset” means any asset funded or purchased partly or wholly by either or both of the Partners in connection with the Arrangements under this Agreement **[Note: may need to expand on this definition]**
- 4.1.10 “Capital Expenditure” means any one-off expenditure on goods/property and/or services, which will provide continuing benefits and would historically have been funded from the capital budget of the Council or the Trust and which is deemed capital expenditure under the standing financial instructions, rules and orders of the either of the Partners.
- 4.1.11 “CHAI” means the Commission for Health Care Audit and Inspection.
- 4.1.12 “Client Group” means the client group of mentally ill people set out in Part I of Schedule I for the Initial Scheme and such client groups for future Schemes as may be established under this Agreement by the Partners, for whom services will be commissioned and / or provided under the terms of this Agreement.

- 4.1.13 “Clinical Governance” means the framework through which NHS bodies are accountable for continuously improving the quality of their services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish
- 4.1.14 “Commencement Date” means \_\_\_\_\_
- 4.1.15 “Council” means the Mayor and Burgesses of the London Borough of Harrow.
- 4.1.16 “Council Commissioning Functions” means the functions exercised by the Council for the commissioning of social services to the Client Groups under the enactments specified in Regulations 6(a) to (j) of the Regulations and subject to the direction of the Health and Social Care Integration Board (or in accordance with the Scheme of Delegation) as may be:
- 4.1.16.1 delegated to the Head of Harrow Mental Service and;
- 4.1.16.2 for the Initial Scheme and;
- 4.1.16.3 for such future Schemes as may be established under this Agreement.
- 4.1.17 “Council Functions” means the Council Commissioning Functions and the Council Provider Functions.
- 4.1.18 “Excluded Functions” means applicable exclusions specified in regulations 6(a) (i) to (vi) of the Regulations (being functions which may not be included in arrangements under section 31 of the Health Act 1999). These include:
- 4.1.18.1 Functions of the Council under section 114 and 115 of the Mental Health Act 1983 and Sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948.
- 4.1.19 “Executive Group” means ***[Comment: We need to be as clear as possible about what this is, what it will do and how it will be constituted. See Clause 6.1 and 13]***
- 4.1.20 “Financial Year” means each financial year running from 1 April in one calendar year until 31 March in the subsequent calendar year.

- 4.1.21 “Functions” means the Commissioning Functions and the Provider Functions subject to the Scheme of Exclusion and Limitations.
- 4.1.22 “Grants” means Government, European or other monies made available to the Partner or Partners in accordance with specified terms and conditions.
- 4.1.23 “Harrow Strategic Partnership” means ***[Insert Definition]***
- 4.1.24 “Head of Harrow Mental Health Services” means the person appointed in accordance with clause \_\_\_\_\_ whose role and responsibilities are set out at Part Four of the Initial Scheme Schedule.
- 4.1.25 “Health and Social Care Integration Board” means the body to be established in accordance with Part Six of Schedule 1 for the Initial Scheme.
- 4.1.26 “Host Partner” means the Trust for the Initial Scheme and the Partner that agrees to be the host Partner for any Future Schemes.
- 4.1.27 “Initial Scheme” means the scheme described in Schedule 1 being a scheme for an integrated mental health service for Adults.
- 4.1.28 “Integrated Management Structure” means the structure established in accordance with clause \_\_\_\_\_ to commission and provide services for mentally ill Adults comprising the post of Head of Harrow Mental Health Services and ***[other posts managing both health and social services functions]*** ***[Comment: We need to be as clear as possible about this]***
- 4.1.29 “Non-pooled funds” means the financial contributions of the Partners to the Arrangements that are not included in Pooled Funds from time to time. For the avoidance of doubt this does not include the funds that are at the disposal of the Partners in relation to functions and services outside of these Arrangements.
- 4.1.30 “Ombudsman” means the Health Service Commissioner for England and / or the local Government Commissioner for England.
- 4.1.31 “Partner” means each of the Trust and the Council and “Partners” shall be construed accordingly.

- 4.1.32 “Pooled Funds” means the pooled fund established by the Partners for the commissioning and / or provision of services for the Initial Scheme and / or future Schemes and subject to such variation as may be agreed between the Partners from time to time.
- 4.1.33 “Primary Care Trust” means Harrow Primary Care Trust or any successor body.
- 4.1.34 “Provider Functions” means the Trust’s health-related mental health service functions and the Councils social care related mental health services functions.
- 4.1.35 “Quarter” means each of the following periods in any Financial Year.
- 4.1.35.1 1<sup>st</sup> April to 30<sup>th</sup> June
- 4.1.35.2 1<sup>st</sup> July to 30<sup>th</sup> September
- 4.1.35.3 1<sup>st</sup> October to 31<sup>st</sup> December
- 4.1.35.4 1<sup>st</sup> January to 31<sup>st</sup> March
- and “Quarterly” shall be construed accordingly.
- 4.1.36 “Regulations” means the NHS bodies and Local Authorities Partnership Arrangements Regulations 2000 SI No 617.
- 4.1.37 “Scheme” means an arrangement between the Partners in respect of some or all services to one or more Client Groups using one or more of the powers under section 31 of the Health Act 1999 as described in more detail in a Schedule to this Agreement, including the Initial Scheme at Schedule I and any future Schedules added after the Commencement Date.
- 4.1.38 “Scheme of Delegation” means the scheme of delegation at Part Four of the Initial Scheme Schedule, which sets out the powers delegated by the Trust Board and the Council’s Cabinet in connection with the Functions to the Head of Harrow Mental Health Service. The Scheme of Delegation is subject to such variations as the Partners may agree from time to time.
- 4.1.39 “Scheme Schedule” means the schedule, which sets out the detailed arrangements applicable to each Scheme and which is incorporated into this Agreement.

- 4.1.40 “Scheme of Exclusions and Limitations” means the scheme of exclusions and limitations relevant to each individual Scheme and which is subject to such variations as the Partners may agree from time to time.
- 4.1.41 “Senior Professional” means the person appointed by the Council and whose role is set out in Part 5 of the Initial Scheme Schedule.
- 4.1.42 “Staff” means persons from time to time carrying out activities pursuant to the Arrangements employed by and / or contracted to the Council or the Trust to carry out the Functions.
- 4.1.43 “Statutory Director of Adult Social Services” means the person appointed by the Council from time to time having the delegated authority to perform the statutory functions of the Director of Adult Social Services.
- 4.1.44 “Strategic Health Authority” means North West London Strategic Health Authority or its successors.
- 4.1.45 “Trust” means the Central and North West London Mental Health NHS Trust.
- 4.1.46 “Trust Board” means the chairman, executive directors and non-executive directors of the Trust collectively as a body and appointed in accordance with \_\_\_\_\_. [***whatever the regulations are for NHS Trusts***] and which exercises the powers and functions of the Trust.
- 4.1.47 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted whether before or after the Commencement Date from time to time.
- 4.1.48 The headings of the clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.
- 4.1.49 References to Schedules are references to the Schedules to this Agreement and a reference to a paragraph or clause or sub-clause is a reference to a paragraph clause or sub-clause of this Agreement.



- 4.1.50 Reference to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation.
- 4.1.51 Words importing the one gender only shall include the other gender and words importing the singular number only shall include the plural.
- 4.1.52 The Schedules to this Agreement may be amended from time to time by agreement between the Partners.

### **Section 3: Outline of Partnership Arrangements**

#### **5. Arrangements**

- 5.1 The Arrangements shall come into force on the Commencement Date.
- 5.2 The Arrangements shall continue until terminated, either:
  - 5.2.1 on not less than 6 months' written notice by the Partners to each other, such notice to expire at the end of a Financial Year and to expire no earlier than 31 March 2010, or;
  - 5.2.2 In accordance with the provisions of Clause 47.
- 5.3 Without prejudice to Clause 5.2, this Agreement may be terminated in relation to some but not all of the Functions or Schemes upon one Partner giving not less than 6 months' written notice to the other Partner, such notice to end at the end of a Financial Year and to expire no earlier than 31 March 2010.
- 5.4 The Council and the Trust will review this Agreement if the Trust achieves Foundation Status and will agree appropriate variations to reflect the new status of the Trust.

#### **6. Brief details of the Arrangements**

- 6.1 The Arrangements are to comprise:
  - 6.1.1 the establishment and / or governance of:
    - 6.1.1.1 The Integrated Management Structure
    - 6.1.1.2 The Executive Group
    - 6.1.1.3 The Health and Social Care Integration Board
    - 6.1.1.4 The Adult Health and Social Care Partnership

6.1.1.5 The Initial Scheme; and

6.1.1.6 The introduction of such other Schemes and such other finance arrangements for revenue and capital expenditure on the Functions as the Partners shall agree from time to time.

6.2 The Partners may agree in writing:

6.2.1 to add to or vary the Initial Scheme; and / or

6.2.2 to include new Schemes as part of these Arrangements including for:

6.2.2.1 New Client Groups; or

6.2.2.2 Client Groups already included within the Arrangements the details of which are to be set out in additional Scheme Schedules.

This is subject to compliance with any applicable legal requirements including such consultation and notification as is required in relation to Section 31 of the Health Act 1999.

## **7. The functions to be included in the Arrangements.**

7.1 The Arrangements shall encompass the Functions

7.2 The Functions referred to at Clause 7.1 are subject to such exclusions and additions as are specified in the Scheme of Exclusions and Limitations applicable to this Agreement. ***[Reference to the appointment of ASWs ? Carers Grant? Supporting People]***

## **8. The Services to be included in the Arrangements**

8.1 The services currently commissioned or provided by the Council for the Initial Scheme in fulfilment of the Council Functions are set out in Part 1, Section 1 of the Scheme Schedule

8.2 The services currently commissioned or provided by the Trust for the Schemes in fulfilment of the Trust Functions are set out in Part 1, Section 2 of the relevant Scheme Schedule.

8.3 For the avoidance of doubt it is agreed that the services currently provided in pursuance of the Functions referred to in Clauses 8.1 and 8.2 may be re-provided elsewhere and may be varied from time to time PROVIDED that no material change to the services is made without the agreement of:

- 8.3.1 the Health and Social Care Integration Board;
- 8.3.2 the Partners, in connection with the Provider Functions.

## **9. Fulfilment of Functions**

- 9.1 It is the Partners' intention that the Arrangements shall be the mechanism through which the Functions shall be fulfilled.
- 9.2 The Arrangements in this Agreement shall not affect:
  - 9.2.1 the liabilities of the Partners to either the other Partner or any third parties for the exercise of their respective Functions and obligations;
  - 9.2.2 powers or duty to recover charges for the provision of any services in the exercise of any Council Functions;
  - 9.2.3 the Partners, in connection with the Provider Functions.

## **10. Notification to the Department of Health**

- 10.1 The Partners agree they shall notify the Department of Health of the exercise of the flexibilities in Section 31 of the Health Act 1999 in relation to the:
  - 10.1.1 Integrated Management Structure
  - 10.1.2 Initial Scheme
  - 10.1.3 All further Schemes added to the Arrangements or
  - 10.1.4 Any variations to Schemes in the Arrangements from time to time

in accordance with the guidance issued by the Department of Health.

- 10.2 The notifications under this Clause 10 shall be substantially in the form annexed at Part 17 of the Initial Scheme Schedule . Such notifications shall be subject to such amendments as may be agreed in writing between the Partners.

## **11. General Principles**

The Partners will:

- 11.1 treat each other with respect and or equality of esteem:
- 11.2 be open with information about the performance and financial status of each;

- 11.3 provide early information and notice about relevant problems;
- 11.4 use all reasonable endeavours to ensure that the Arrangements result in the provision of services that represent Best Value services for the Council and services subject to Clinical Governance for the Trust.

## **Section 4: Details of the Arrangements**

### **12. Health and Social Care Integration Board**

- 12.1 The constitution of the Health and Social Care Integration Board and its powers and duties and the rules and procedures governing its conduct are set out at Part 6 of the Initial Scheme Schedule.

The Health and Social Care Integration Board will report and be accountable to the Council Cabinet and the Trust Board in accordance with its terms of reference.

- 12.2 The structure chart at Part 7 of the Initial Scheme Schedule sets out the relationship between the Partners, the Harrow Strategic Partnership / the Health and Social Care Integration Board, Executive Group, the Adult Health and Social Care Partnership

### **13. Executive Group**

The Trust and the Council agree to establish the Executive Group. The Terms of Reference and Membership of the Executive Group are set out in Part Eight of the Initial Scheme Schedule

### **14. Head of Harrow Mental Health Service**

- 14.1 The Council and the Trust shall establish an Integrated Management Structure comprising the post of Head of Harrow Mental Health Services and other posts with responsibility for health and social care functions in order to provide an integrated service.

*[insert agreed wording re function, line management, recruitment]*

- 14.2 A job description relating to the Head of Harrow Mental Health Services is set out in Part 4. This may be varied by agreement between the Partners and the Head of Harrow Mental Health Services from time to time.

### **15. The Role of Senior Professional**

The Council shall appoint a Senior Professional whose role is set out in Part 5 of the Initial Scheme Schedule. This may be varied by agreement between the Partners from time to time.

## **16. General Provision on Staffing**

16.1 The Partners agree that the staffing arrangements for the Initial Scheme are as set out in Part Three of the Initial Schedule.

16.2 The staffing arrangements for future Schemes will be agreed between the Partners and set out in the future Scheme Schedule.

## **17. Accountability**

17.1 The Head of Harrow Mental Health Services shall ensure that appropriate arrangements are in place for the professional accountability of Staff carrying out social services Functions at all times.

## **18. Changes to the Structure of the Arrangements**

18.1 The Partners may agree in writing changes to the structures of the Arrangements described in this Agreement.

18.2 Such changes shall only be made in accordance with all applicable law and guidance and after such consultation as shall be required by law and guidance.

## **Section 5: Financial Arrangements and Other Resources**

### **19. Contributions to Integrated Management Arrangements**

19.1 The Council shall contribute 50% of the salary of the Head of Harrow Mental Health Service and *(insert any other salary costs e.g. CPA Administrator not included in TUPE arrangements – i.e. contributions to existing CNWL Posts)*

19.2 The Trust shall contribute (50%) of the salary of the Head of Harrow Mental Health Service and ( ?).

### **20. Financial Arrangements – Pooled and Non-Pooled Funds**

The Partners may agree in writing to establish Pooled or Non-Pooled Funds or to vary any existing Pooled or Non-Pooled Funds. This is subject to compliance with:

- 20.1 Such consultation and notification to the Department of Health, Health & Social Care, Joint Unit as is required in relation to the flexibilities under Section 31 of the Health Act and the Regulations: and
- 20.2 Any other applicable legal requirements
- 20.3 The Partners may agree to introduce Pooled or Non-Pooled Funds during a Financial Year

## **21. Initial Financial Contributions**

- 21.1 The Trust will provide and make available to the Arrangements for the Initial Scheme the financial contribution specified at Part 10 of the Initial Scheme Schedule for the period April 2007 to March 2008.
- 21.2 The Council will provide and make available to the Arrangements for the Initial Scheme the financial contribution specified in Part 9 of the Initial Scheme Schedule for the period April 2007 to March 2008

## **22. Future Financial Contributions**

- 22.1 The Host Partner will provide for the Initial Scheme a draft budget by the end of November for the following Financial Year and an indicative budget for the following two Financial Years. The Partners will agree a final budget for the following Financial Year and each Partner's contribution by the end of January.
- 22.2 Pay and price inflation will be built into future Financial Years budgets along with efficiency and other savings targets to be achieved by the Partners.
- 22.3 Future financial Years budgets will also need to reflect changes in Client Group numbers and other unavoidable changes such as those arising from new legislation / guidance.
- 22.4 Once the budgets for future Financial Years have been prepared the Host Partner will calculate each Partners contribution. This will be calculated in proportion to the initial contributions provided by the Partners as set out in parts 9 and 10 of this Agreement.

## **23. Payment of Financial Contributions**

- 23.1 For the Initial Scheme the Host Partner will invoice the other Partner on a monthly basis for  $\frac{1}{12}$  of the budgeted annual contribution. The invoice will be raised on the first day of the month for that month and will be due for payment within 21 days. (This will ensure that cash is received before the pay date to staff.)

23.2 Prior to the transfer of staff from the Council to the Trust the monthly invoice amount will be reduced as specified in [?] of the Initial Scheme Schedule.

## **24. HOST Partners and Pool Manager**

24.1 Either the Council or The Trust may act as Host Partner for the purposes of regulations 7(4) and (6) of the Regulations for any Pooled Funds and will provide the financial administrative systems for the Pooled Funds. The Partners shall determine in relation to each Scheme, which Partner is to act as Host Partner and which post (such post to be an employee of the Host Partner) is to act as the Pooled Fund manager for the purpose of regulation 7(4) of the Regulations as part of the arrangements for establishing any Pooled Fund.

24.2 The Pooled Fund manager will be responsible for:

24.2.1 Managing the relevant Pooled Funds, and;

24.2.2 Submitting to the Partners quarterly reports on the Pooled Funds and an annual return and all other information reasonably required by the Partners in order to monitor the Arrangements and the management of the Pooled Fund.

24.3 The Trust shall act as Host Partner for the Initial Scheme.

24.4 The Head of Harrow Mental Health Service shall act as Pooled Fund manager for the Initial Scheme.

## **25. Administration and Expenditure of Pooled Funds**

25.1 Subject to clauses 25.2 and 25.3 the monies in any Pooled Fund may be expended on the Trust Functions and Council Functions in different proportions to that in which the Council and the Trust shall have contributed to the Pooled Fund.

25.2 The monies in Pooled Funds shall be spent in accordance with any restrictions agreed between the Partners on the establishment of the Pooled Fund or as varied by agreement between the Partners from time to time.

25.3 Subject to any viring powers set out in the Scheme of Delegation the Partners agree that resources may only be transferred from one Pooled Fund to another Pooled Fund with the consent of the Partners.

## **26. General provisions on overspends and underspends**

26.1 The Partners shall use all reasonable endeavours to ensure that:

- 26.1.1 The Council Functions funded from Non-Pooled Funds for each Scheme are carried out within the Councils contribution to the Non-Pooled Funds contract scheme in each Financial Year.
- 26.1.2 The Trust Functions funded from the Non-Pooled Funds for each Scheme are carried out within the Trust's contributions to the Non-Pooled Funds for that Scheme in each Financial Year
- 26.1.3 The Trust Functions and Council Functions funded from any Pooled Funds for each Scheme are carried out within the financial resources available in the relevant Pooled Funds for that Scheme in each Financial Year (subject to any viring arrangements permitted under the Scheme of Delegation).
- 26.2 Without prejudice to clause 26.1 each Partner shall keep the other Partner informed of any projection of overspend or underspend in any Pooled Fund or Non-Pooled Fund as soon as reasonably practicable and no later than within 30 days of such projection being made. Any projections of over or underspends should be verified with detailed reasons for the variation including where applicable changes in Client Group numbers.
- 26.3 Subject to the following provisions of this sub-clause any overspends or underspends of Pooled Funds in any Financial Year shall be carried forward to the next Financial Year
- 26.4 If the projection is an overspend then the Host Partner must take action to include a recovery plan to contain expenditure within the available resources which must be agreed by the Partners. Alternatively, the Partners must agree any additional contribution.
- 26.5 If the projection is an underspend then the Partners must agree that this can be carried forward to the next Financial Year or they must agree alternative proposals to deal with the underspend.
- 26.6 The actual overspend or underspend must be attributed back to the Partners' for audit purposes in proportion to the sums provided by the Partners for the relevant Financial Year

***[We also need some detailed provisions on Capital Expenditure and how Capital Assets are to be treated on termination etc]***

## **27. Other Resources**

- 27.1 The Trust will provide and make available to the Arrangements for each Scheme.



27.1.1 The benefit of the contract specified at Part 12 of the Initial Scheme Schedule *[this would include office space etc. used by Head of Harrow Mental Health Services and associated staff, office equipment etc. Details to be supplied by CNWL]*

27.1.2 The Assets specified in Part 12 of the Initial Scheme Schedule. *[to be defined and supplied by CNWL]*

[All existing contracts exclusively relating to the Functions as specified at Part 12 of the Initial Scheme Schedule. *[to be defined and supplied by CNWL]*

27.1.3 The use of premises specified at Part 13 of the Initial Scheme Schedule [to be defined and supplied by CNWL – if any] [Comment: will need a Lease / Licence Agreement with details of responsibilities for payment of utilities, details of facilities etc, upkeep and repair, appropriate insurance provisions etc].

27.2 The Council will provide and make available to the Arrangements:

27.2.1 The services specified at Part 11 of the Initial Scheme Schedule.

27.2.2 The Assets specified in Part 11 of the Initial Scheme Schedule *[to be defined – if any]*

27.2.3 [All existing contracts exclusively relating to the Functions as specified at Part 1 of the Initial Scheme Schedule:

27.2.4 The use of the premises and the arrangements for such use specified at Part 1? of the Initial Scheme Schedule *[this section of the schedule would detail the arrangements]. [See comments above.]*

27.3 The arrangements for funding the matters referred to in clauses 27.1 and 27.2 will be funded as specified in the relevant Scheme Schedule.

## 28. Grants

28.1 The Partners will review and maximise opportunities to obtain Grants and other additional sources of funding as may be available to support the Functions from time to time.

28.2 The Partners will agree acting reasonably the manner in which any Grant application should be made and the terms on which any such Grant shall be administered and applied.

28.3 Further to clause 28.1 all Grants and other additional sources of funding received will be made available for the Functions and such sums shall, if appropriate, be added into any relevant Pooled or Non Pooled Funds.

28.4 The Partners will ensure that all monies from any Grants received shall be applied in a proper manner. In the event that a Partner misapplies monies received from any Grant the Partner in default shall reimburse the other Partner, to the extent that the monies were misapplied or withheld by the grant making body, during the relevant Financial Year in which, such monies are withheld.

## **29. Capital Expenditure**

29.1 The financial contributions for each Scheme referred to in clause 21 are in respect of revenue expenditure and shall not be applied to Capital Expenditure.

29.2 The following matters shall be agreed in writing between the Partners before any Capital Expenditure is incurred in relation to the Arrangements:

29.2.1 the capital requirements;

29.2.2 the proportion in which it is to be met by the Partners;

29.2.3 which of the Partners is to make the Capital Expenditure;

29.2.4 ownership of any newly acquired Capital Assets and any arrangements for use by the Partners or third parties;

29.2.5 the proposed distribution of capital receipts in relation to the disposal of Capital Assets brought into the Scheme Pooled Fund at the Scheme's inception;

29.2.6 any requirements for repayment of capital Grant sums set out in the relevant terms of Grant;

29.2.7 the arrangements in relation to the distribution of the residual value of the Capital Asset on termination of a Scheme and / or the Arrangements.

29.3 Each Partner shall give reasonable consideration to any proposals that it should incur any Capital Expenditure but shall not be obliged to incur such Capital Expenditure. Consideration to any proposals will be on the basis of a fully prepared business case which highlights future revenue implications and service benefits.

## **30. VAT**

The Partners shall agree the treatment of the Arrangements and the Schemes for VAT purposes. This shall be in accordance with any directions and / or guidance of HM Customs and Excise.

## **31. Audit and Right of Access**

- 31.1 Each Partner shall promote a culture of probity and sound financial discipline and control and shall ensure that full and proper records for accounting purposes are kept in respect of the Arrangements.
- 31.2 The Partners shall co-operate with each other in the preparation of accounts in relation to the Arrangements.
- 31.3 The Host Partner of any Pooled Funds as determined in accordance with clause 22 shall arrange for the audit of the accounts of all Pooled Funds and shall make arrangements for the Audit Commission to certify an annual return of those accounts under section 28(1) of the Audit Commission Act 1998.
- 31.4 The Partners will supply all information reasonably required by:
- 31.4.1 persons exercising a statutory function in relation to either Partner, including the Department of Health, the Audit Commission, CHAI [*who else?*] the Strategic Health Authority, the Council's monitoring officer (as defined and appointed under Section 5 of the Local Government and Housing Act 1989) and the Council's section 151 officer (as defined by the Local government Act 1972), CSCI, District Audit, Local Audit.
  - 31.4.2 other persons or bodies with an authorised monitoring or scrutiny function, including a Council Overview and Scrutiny Committee, but having due regard to the Partners' obligations of confidentiality, and such information sharing protocols as shall be agreed between the Partners from time to time.
- 31.5. The Partners shall use all reasonable endeavours to provide records and information and the like under this clause 31 so as to enable each Partner to comply with it's statutory and non-statutory financial reporting deadlines and audit requirements as published or notified to the other Partner from time to time.
- 31.6 The Partners may agree protocols in relation to the management of and provision of information relating to the finances of the Arrangements from time to time.
- 31.7 The right of access under Clause 31.4 applies equally to premises or equipment used in connection with the Arrangements covered by this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

## **32. Liabilities**

32.1 In this Clause 32, “liabilities” shall be deemed to include all costs claims liabilities proceedings expenses and demands made against or suffered or incurred by the relevant Partner including (but not limited to) the following matters:

32.1.1 public liability;

32.1.2 employer’s liability;

32.1.3 professional indemnity (including but not limited to officer’s liability and clinical negligence);

32.1.4 employment claims including (but not limited to) claims for:

32.1.4.1 damages, costs and expenditure including (but not limited to) claims for wrongful and unfair dismissal and under the Transfer of Undertakings (Protection of Employment) Regulations 2006;

32.1.4.2 damages, costs and expenditure in relation to sex, race age or disability discrimination and equal pay claims;

32.1.4.3 other claims for breach of employment contracts;

32.1.5 Ombudsman awards;

32.1.6 Claims for breach of the Human Rights Act 1998 and claims in public law;

and “liability” shall be construed accordingly

32.2 Events Prior to Commencement Date

Each Partner (“the First Partner”) will indemnify and keep the other Partner indemnified against all liabilities arising directly or indirectly from any events acts or omissions in relation to the First Partner’s Functions occurring prior to the date on which they are included in the Arrangements. For the avoidance of doubt (and without limitation) this includes all claims by Staff whose employment may have transferred under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

32.3 Events Post Commencement Date

Each Partner (“the First Partner”) will indemnify and keep indemnified the other Partner against all liabilities arising directly or indirectly from

any events acts or omissions of the First Partner of its employees or contractors in respect of the Functions which shall occur during the period in which the relevant Functions shall be included in the Arrangements save to the extent that such liability shall arise out of any act or omission of the other Partner or its employees or contractors.

#### 32.4 Insurance Arrangements

32.4.1 The Partners shall, so far as is possible at reasonable cost and allowable by law or guidance, agree and effect appropriate insurance arrangements in respect of all potential liabilities rising from the Arrangements. In the case of the Trust it may effect, through the National Health Service Litigation Authority, alternative arrangements in respect of NHS schemes in lieu of commercial insurance.

The obligations in this clause shall include insurance (or equivalent) arrangements after the date of determination of this Agreement in respect of any events acts or omissions prior to such determination.

32.4.2 The Partners' insurers (or equivalent alternative providers to cover NHS schemes) may agree from time to time, common policies and protocols for the handling of claims covered by the Partners' insurance arrangements (or equivalent) for the Functions. Such policies and protocols as are agreed may be applied to the Arrangements.

32.4.3 Each Partner agrees to discuss with their insurers (or equivalent providers) and request their agreement not to enforce any subrogated rights against the other Partner arising out of any liability under the Arrangements to the extent that the sum claimed is not recoverable under the other Partner's insurance (or equivalent) arrangements.

32.4.5 The Partners may agree alternative insurance and indemnity arrangements to the foregoing from time to time.

## **Section 6: Operational and Governance Issues**

### **33. Contracting**

33.1 In respect of Council Functions, all contracts with third parties in respect of such matters shall be entered into by and in the name of the Trust subject to the Partners' statutory governance requirements and to the Partners agreeing otherwise.

33.2 In respect of the Trust Functions, all NHS contracts and other contracts with third parties for such matters shall be entered into by and in the name of the Trust, subject to the Partners agreeing otherwise.

33.3 Where a contract relates to both Council Functions and the Trust Functions, the Partners shall agree who shall enter into that contract and shall use reasonable endeavours to ensure that the contract is capable of being assigned or novated to the other Partner.

33.4 The above arrangements are subject to any contrary intention set out in the details of the Scheme.

### **34 Information Sharing [*Note: It is important that these information sharing protocols etc are developed and used as we are dealing with sensitive personal data*]**

34.1 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

34.2 The Partners will establish and keep operational and ensure that there are kept operational.

34.2.1 procedures (including forms) for handling user access and consent;

34.2.2 documentation for service users which explains their rights of access, the relevance of their consent, rules and limits on confidentiality, and how information about them is treated, and;

34.2.3 such additional policies, procedures and documentation as the purposes, guidance and requirements of government and of all relevant data protection legislation as they apply to the Partners and the Arrangements, may require.

### **35 Joint Working Protocols with other Agencies**

35.1 The Partners shall use all reasonable endeavours to develop such joint working protocols as shall be required for the sharing of information with:

35.1.1 other agencies who work with the specified Client Groups or who are or may otherwise be involved with the Arrangement and / or the Schemes;

35.1.2 any third parties with whom the Partners have contracts.

### **36. Standards of Conduct**

The Partners will comply and ensure that the Arrangements comply with statutory requirements, national and local, and other guidance or conduct and probity to ensure good corporate governance, which apply to the Partners (including the Partners respective Standing Orders and Standing Financial instructions).

## **37. Standards of Service**

### **37.1 Best Value**

The Council is subject to the duty of Best Value. The Arrangements will therefore be subject to the Council's obligations to provide Best Value services and the Trust will co-operate with all reasonable requests from the Council in connection with its Best Value duty.

### **37.2 Clinical Governance**

The Trust is subject to a duty of Clinical Governance. The Arrangements will therefore be subject also to the Trust's Clinical Governance accountabilities. The Council will co-operate with all reasonable requests from the Trust in connection with the Trust's Clinical Governance accountabilities.

### **37.3 Corporate Governance**

The Partners must comply with the principles and standards of corporate governance relevant to NHS Trusts and local authorities.

### **37.4 General Service Standards.**

General service standards for the Arrangements will be set in accordance with legislation and guidance produced by the Department of Health and may be agreed locally by the Partners.

### **37.5 Equality and Equal Opportunities**

The Partners are committed to an approach to equalities and equal opportunities as set out in their respective policies. The Partners will maintain and develop these policies as applied to service provision under the Arrangements, with the aim of developing a joint strategy for all elements of the service included in the Arrangements.

### **37.6 Development of new policies**

The Partners shall where appropriate work towards:

37.6.1 developing policies which build on the best practice of each Partner;

37.6.2 developing a quality assurance system which builds on the best practice of each Partner

in connection with the Arrangements.

### 37.7 Use of existing policies

Until new policies and procedures are established the Partners will use the pre-existing policies as applied to the Functions prior to the Commencement Date. Where conflicting procedures are identified one will be designated the agreed procedure by the Partners for use in connection with the Arrangements.

## 38. Performance Management and Inspection

The Partners will be subject to performance management by the Strategic Health Authority, the Primary Care Trust, and CSCI / SSI / CHAI \_\_\_\_\_ ?. The Arrangements will be subject to the scrutiny of the Partners' internal and external auditors.

## 39. Monitoring Arrangements

39.1 The Partners (in the case of the Functions), through the Health and Social Care Integration Board, will monitor the effectiveness of the Arrangements using a range of performance measures to develop their work.

39.2 The Partners jointly agree to make a general commitment to transparency for risk management arrangements.

## 40. Performance Monitoring

40.1 The Trust will provide the Council with a quarterly update on key performance areas including progress against:

- Best Value Performance Indicators (BVPIs)
- Performance Assessment Framework Indicators (PAF)
- Public Service Agreement Targets (PSA)
- Audit and Inspection Recommendations (CSCI)
- Local Area Agreement targets (LAA)

40.2 The Trust will be responsible for collating the information and producing consistent performance data which is accurate and auditable as required, and which complies with the formal definitions of all relevant indicators.



40.3 Exception reports will be produced where performance is likely to have an adverse effect on:

- Targets agreed in the annual performance agreement
- CPA judgement
- CSCI star rating
- External audit reports
- Significant financial implications as a result of poor performance.

40.4 Details of the key performance indicators relating to the initial scheme are set out in Part 14 of the Schedule

#### **41. Comprehensive Performance Assessment Monitoring**

41.1 The Trust will participate in any strategic planning activity and reports that supports CPA where mental health services are relevant.

41.2 The Trust will play an active role in improvement planning following any CPA inspection or corporate assessment where mental health services are relevant.

41.3 All agreed recommendations relating to mental health services made by the Audit Commission following an inspection or any other visit will be implemented by the Trust within a timescale agreed with the Council and the Audit Commission.

#### **42. Inspections**

42.1 The Trust will co-ordinate and manage the relationship with inspectors and inspections undertaken by CSCI in relation to mental health services included in the Schemes.

42.2 The Trust will co-operate in the preparation of reporting inspection outcomes to the Council's Cabinet and Overview and Scrutiny Committee as required.

42.3 Recommendations made by CSCI following an inspection or any other visit will be implemented by the Trust within the timescale agreed with CSCI.

42.4 Where the Council is required to act or contribute towards a recommendation within an inspection report, The Trust will inform the Director of Adult Social Services.

#### **43. Quarterly Reporting and Review**

43.1 During the first Financial Year of the Agreement the Partners shall carry out a quarterly review within 28 days of the end of each quarter in the first Financial Year of:

43.1.1 The Arrangements; and

43.1.2 The statutory Functions of each Partner which have been carried out by the other Partner

The Partners may agree to reduce the frequency of the reviews following the first Financial Year.

43.2 The Partners shall within 28 days after each review prepare a joint report documenting the matters discussed at the review.

#### **44. Conflict of Interest**

The Partners shall develop policies for identifying and managing conflicts of interest.

#### **45. Substandard Performance**

In the event that either Partner shall have any concerns on the operation of the Arrangements or the standards achieved in connection with the carrying out of the Functions it may convene a review with the other Partner with a view to agreeing a course of action to resolve such concerns. Nothing in this clause shall prejudice the Partner's rights to terminate this Agreement pursuant to Clauses 5 and 47.

#### **46. Annual Review and reporting**

46.1 The Partners agree to carry out an annual review by no later than 42 days after the end of each Financial Year of the operation of the Arrangements under this Agreement including:

46.1.1 an evaluation of performance against agreed performance measures, targets and priorities;

46.1.2 review of the targets and priorities for the forthcoming year;

46.1.3 service delivery;

46.1.4 service changes proposed;

46.1.5 shared learning and apportionment for joint training;

46.1.6 an evaluation of any statistics or information required to be kept by the Department of Health from time to time; and

46.1.7 the statutory functions of each Partner which have been carried out by the other Partner using the flexibilities in Section 31 of the Health Act 1999.

46.2 The Partners shall within 60 days of the annual review prepare a joint annual report documenting the matters referred to in Clause 37 and shall submit such report to the Health and Social Care Integration Board and other persons or bodies with an authorised monitoring or scrutiny function, including a Council Overview and Scrutiny Committee, having regard to the Partner's obligations of confidentiality, and such information sharing protocols as shall be agreed between the Partners from time to time.

#### **47. Complaints**

47.1 The Partners agree to assist one another in the management of complaints arising under the Arrangements, in accordance with the draft complaints Protocol set out in Part 15 of the Initial Scheme Schedule.

47.2 The Health and Social Care Integration Board shall ensure that there are appropriate arrangements in place for the management of complaints arising under these Arrangements including the reviews of the draft complaints Protocol and adoption of an agreed Complaints Protocol.

47.3 The Partners will review these arrangements if there are any changes to the national regulations about health and social care complaints, with the aim of moving as close as is permitted by guidance and regulations to a fully integrated process for handling all complaints about the health and social care services.

#### **48. Ombudsman**

The Partners will co-operate with any investigation undertaken by their respective Ombudsmen in connection with the Arrangements.

#### **49. Early Termination**

49.1 Either Partner may at any time by notice in writing to the other Partner terminate this Agreement either as a whole or in part as from the date of service of such notice if:

49.1.1 the other Partner commits a material breach of any of its obligations hereunder which is not capable of remedy or;

49.1.2 the other Partner commits a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied within a reasonable time after receipt of written notice from the terminating Partner serving notice requiring remedy of the breach.

49.2 Either Partner may by written notice to the other Partner terminate this Agreement in whole or in part if:

49.2.1 as a result of any change in law or legislation it is unable to fulfil its obligations hereunder;

49.2.2 the fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the date hereof;

49.2.3 the fulfilment of its obligations hereunder would be ultra vires;

and the Partners shall be unable to agree a modification or variation to this Agreement so as to enable the Partner to fulfil its obligations in accordance with law and guidance.

In the case of notice pursuant to Clause 49.2.1 or 49.2.2 the Agreement shall terminate after such reasonable period as shall be specified in the notice having regard to the nature of the change referred to in Clause 49.2.1 or the guidance referred to in Clause 49.2.2 as the case may be. In the case of notice pursuant to Clause 49.2.3 this Agreement shall terminate as from the date of service of such notice.

49.3 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to

49.3.1 to the parties' rights in respect of any antecedent breach and

49.3.2 the provisions of Clause 30.

And the provisions of Clauses 29.3 to 29.7 apply in respect of the period prior to termination.

## **50. Termination Reconciliation**

50.1 Except where an alternative approach is specified in respect of any Scheme, any underspend in relation to any Pooled Funds upon termination shall be apportioned between the Partners in proportion to each Partner's contribution to the relevant Pooled Fund and the Partners shall make such payments to each other as shall be required to reflect this allocation.

50.2 Any underspend in relation to any Non-Pooled Funds upon termination shall be returned to the Partner which contributed the relevant funds.

- 50.3 Except where an alternative approach is specified in respect of any Scheme, any overspend in relation to any Pooled Fund existing at the date of termination shall be apportioned between the Partners in proportion to each Partner's contribution to the relevant Pooled Fund and the Partners shall make such payments to each other as shall be required to reflect this allocation.
- 50.4 Any overspend in relation to any Non-Pooled Fund upon termination shall be the responsibility of the Partner which contributed the relevant funds.
- 50.5 When determining whether there has been an underspend or overspend as at the date of termination any unquantified liabilities shall not be taken into account.
- 50.6 The provisions of Clauses 22, 23, 24, 26, 27, 28, 29 and 30 shall apply after termination in respect of all unquantified liabilities in relation to the Partnership Arrangement as at the date of termination and any liabilities, which shall be notified to the Partners, post termination.
- 50.7 The Partners shall act in good faith and in a reasonable manner in reaching agreement on the matters referred to in Clause 11 and 50.3 to 50.5. In default of agreement the Partners shall refer the matter to be determined in accordance with the disputes procedure specified in Clause 55. The Partners shall make such payments to each other as are necessary to reflect such apportionment of liabilities as may be agreed or determined.

## **51. Winding Down**

In the event that this Agreement is terminated as a whole or in respect of an individual Scheme or Schemes the Partners agree to co-operate to ensure an orderly wind down of the Arrangements.

## **52. Confidentiality**

52.1 Except as required by law, including, without limitation, the provisions of the Freedom of Information Act 2000, each Partner agrees at all times during the continuance of this Agreement and after its termination to keep confidential all documents or papers which it receives or otherwise acquires in connection with the other and which are marked with such words signifying that they should not be disclosed.

52.2 Prior to any public relations activity, including, but not limited to, the issue of any press release about matters relating to the Arrangements or making any contact with the press on any issue attracting media attention, the Chief Executive of the Trust (or such person as he / she shall designate) and the Statutory Director of Adult Social Services of the Council (or such person as he / she shall designate) will consult with each

other to agree a joint strategy for the release or handling of the issue. The provisions of this Clause are subject to any alternative arrangements that the Partners may agree for press relations in particular situations.

### **53. Waivers**

53.1 The failure of either Partner to enforce at any time or for any period of time any of the provisions of the Agreement shall:

53.1.1 not be construed to be a waiver of any such provision;

53.1.2 shall in no matter affect the right of that Partner thereafter to enforce such provision

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

### **54 Entire Agreement**

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

54.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon either Partner unless in writing and signed by a duly authorised officer or representative of the Partners.

### **55. Changes in Legislation, etc.**

The Partners may review the operation of the Arrangements and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the Arrangements so as to ensure that the Arrangements comply with such legislation.

### **56. Governing Law**

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

### **57. Disputes**

57.1 In the event of a dispute between the Partners in connection with this Agreement the Partners shall refer the matter to the Chief Executive of the Trust (or his / her nominated deputy) and the Statutory Director of Adult Social

Services of the Council as appropriate, (or a nominated deputy). The Partners' representatives to whom the dispute is referred shall endeavour to settle the dispute between themselves.

57.2 In the event that the Partners' representatives as referred to in Clause 57.1 cannot resolve the dispute between themselves within a reasonable period of time having regard to the nature of the dispute, the matter may be referred to mediation.

57.3 If, having followed the procedure in Clause 57.1 and 57.2, a dispute is still not resolved, either Partner may, as a last resort, refer the matter to the courts.

57.4 For the avoidance of doubt nothing in this Clause shall require the parties to resort to the procedures in Clause 57.3 before terminating this Agreement in accordance with its provisions.

## **58. Transfers**

The Partners may not assign transfer sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other except to any statutory successor in title to the appropriate statutory functions.

## **59. No Partnership**

Nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of employer and employee between the parties.

## **60. Variations**

The Partners may vary this Agreement by agreement from time to time. Such variation shall be made in writing and signed by duly authorised officers of the Partners.

## **61. Notices**

61.1 Any notice or communication shall be in writing.

61.2 Any notice or communication to the relevant Partner shall be deemed effectively served if sent by pre-paid first class post or delivered by hand at an address set out above and marked for either the Statutory Director of Adult Social Services of the Council or the Chief Executive of The Trust or to such other addressee and address notified from time to time to the other Partner.

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

posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

**62. The Contracts (Right of Third Parties) Act 1999**

No third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**IN WITNESS WHEREOF** this Agreement has been executed by the Partners as a Deed the day and year first before written.



## **Mental Health integration**

### **INITIAL SCHEME SCHEDULE**

PART ONE  
SERVICE DEFINITION

PART TWO  
STATUTORY FRAMEWORK  
Drafted

PART THREE  
STAFFING ARRANGEMENTS

PART FOUR  
HEAD OF HARROW MENTAL HEALTH SERVICE

PART FIVE  
ROLE OF SENIOR PROFESSIONAL

PART SIX  
GOVERNANCE  
HEALTH AND SOCIAL CARE INTEGRATION BOARD AND ADULT HEALTH AND  
SOCIAL CARE PARTNERSHIP BOARD

PART SEVEN  
CHART SHOWING GOVERNANCE ARRANGEMENTS

PART EIGHT  
EXECUTIVE GROUP

PART NINE ***[N.B. Important to agree this]***  
COUNCIL FINANCIAL CONTRIBUTION  
(being worked on by Paula)

PART TEN  
THE TRUST FINANCIAL CONTRIBUTION ***[N.B. Important to agree this]***  
(request sent to CNWL, copied to steering group)

PART ELEVEN  
COUNCIL - OTHER RESOURCES

PART TWELVE  
THE TRUST OTHER RESOURCES ***[N.B. Important to agree this]***  
(request sent to CNWL)

PART THIRTEEN  
ARRANGEMENTS – USE OF PREMISES ***[N.B. Important to agree this]***  
(Council staff working on clarifying current arrangements)

PART FOURTEEN  
PERFORMANCE - RAP / PAF PIs ***[N.B. Important to agree this]***

PART FIFTEEN  
COMPLAINTS

PART SIXTEEN  
CONSULTATION

PART SEVENTEEN  
NOTIFICATION TO THE DEPARTMENT OF HEALTH

## **MENTAL HEALTH INTEGRATION**

### **INITIAL SCHEME SCHEDULE – PART ONE**

#### **1. Service Definition**

- 1.1 The main target group is people with severe and enduring mental health problems, as defined by the Department of Health in the document “Building Bridges”.
- 1.2 The secondary target group is people who are not diagnosed as having a severe and enduring mental illness but who have other mental health problems referred to as common mental health problems in the ‘Mental Health Service Framework’.
- 1.3 For Council Functions, the target group is Harrow residents.
- 1.4 For health related Trust Functions, the target group is individuals who fall within the catchment area for the Harrow Mental Health Service agreed with Harrow Primary Care Trust.

#### **2. Included services**

##### **2.1.1 NHS Services**

Acute inpatient services  
Acute day treatment Service  
Extended Hours Service  
Adult Clinical Psychology Service  
Rehabilitation services;  
including: Rosedale Court  
Roxbourne Unit  
43 Rayners Lane  
Community Mental health Teams  
Crisis Intervention Service  
Assertive Outreach team  
Intensive Community Support Team  
Young Onset Dementia Service  
Mentally Disordered Offenders Service

##### **2.2 Social Care Services**

Approved Social Work Service  
Social work assessment and care management functions  
Day Care Services (the Bridge)  
Residential care  
Nursing Home Care  
Mental Health specific commissioned services (Appendix 1)

## **MENTAL HEALTH INTEGRATION**

### **INITIAL SCHEME SCHEDULE**

#### **PART TWO**

#### ***STATUTORY FRAMEWORK***

##### **Compliance with legislation**

###### **Section 1**

The Trust will comply with all relevant legislation and policies, and any additional information, guidance or legislation relating to the Functions which is introduced during the period of the Agreement.

This includes:

- The Mental Health Act 1983 (subject to the enactment of legislation, nothing in this agreement shall entitle, or compel, the Trust to utilise, or perform any of the powers or duties contained in the Mental Health Act 1983 and associated secondary legislation referred to in Section 2 of this Schedule, which shall continue to be performed by the Council)
- The National Assistance Act 1948
- The NHS and Community Care Act 1990
- The Chronically Sick and Disabled Persons Act 1970
- The Disability Discrimination Act 2005
- The Carers (Equal Opportunities) Act 2004
- The Carers (Recognition and Services) Act 1995
- The Children Act 2004
- The Data Protection Act 1998
- Mental Capacity Act 2005
- Community Care (Direct Payments) Act 1996
- Additionally all staff should be aware of and comply with the Protection of Vulnerable Adults Guidelines and associated statutory regulations and guidance including Fair Access to Care Services.

## Section 2

### Statutory Functions Imposed upon the Council

1.
  - a) The power to receive and the authority to act upon a guardianship application which is contained in Section 8 of the Mental Health Act 1983;
  - b) The duty to visit every patient received into guardianship, which is imposed by Regulation 13 of the Mental Health Review (Hospital, Guardianship and Consent to Treatment) Regulations 1983;
  - c) The duty to provide information to the Mental Health Review Tribunal concerning patients who are subject to guardianship, which is imposed by Rule 6 (1) of the Mental Health Tribunal Rules 1983.
2. The duty, if so required, to direct an approved social worker to take into consideration a patient's case, which is imposed by section 13 (4) of the Mental Health Act 1983.
3. The power to discharge a patient from guardianship, which is contained in Section 23(2)(b) of the Mental Health Act 1983.
4. The power to make application to the County Court for the appointment of acting nearest relative, which is contained in Section 29(2) (c) of the Mental Health Act 1983.
5. The duty to visit a person who is subject to guardianship and admitted to hospital or nursing home, which is imposed by Section 116(1) and (2) of the Mental Health Act 1983.
6. The power to institute proceedings for any offence under Part IX of the Mental Health Act 1983, which is contained in Section 130 of the Mental Health Act 1983.
7. The power to authorise officers to undertake the functions of Approved Social Workers.

## **MENTAL HEALTH INTEGRATION**

### **INITIAL SCHEME SCHEDULE – PART THREE**

#### **STAFFING ARRANGEMENTS**

1. Staff employed by the Council to carry out Council Functions in the Integrated Management Structure shall be seconded to the Trust.

2. The Trust will implement the Council's employment policies in respect of such Staff.

3. Appropriate Staffing:

The Trust will recruit appropriately qualified and experienced staff and ensure adequate training to maintain the service to the agreed specification.

4. Employment Practices:

i) The Trust will have written procedures for good employment practices and will maintain and operate such procedures that relate to Human Resources issues, such as recruitment, disciplinary and sickness absence.

ii) The Trust will ensure that all seconded Staff receive regular supervision and annual appraisals.

iii) The Trust will ensure procedures will be available to and understood by all staff, specifically in relation to:

- Protection of Vulnerable Adults
- Serious Untoward Incidents
- Complaints
- Access to records
- Confidentiality
- Supervision

iv) Disclosure of Convictions and Police Checks

Where staff carrying out Council Functions may be required to work with young persons and / or vulnerable adults they will be required because of the nature of the service to declare any convictions that they may have, whether spent or unspent, under the Rehabilitation of Offenders Act 1974. Therefore an enhanced Criminal Records Bureau check will be made.

5. Alterations to staffing

The Partners shall agree alterations to staffing and structure from time to time.

6. Structure of Organisation

A chart showing the staffing and management structure relating to seconded staff is attached as Appendix 1.

**MENTAL HEALTH INTEGRATION**

**INITIAL SCHEME SCHEDULE – PART FOUR**

**HEAD OF HARROW MENTAL HEALTH SERVICES**

Central and North West London   
Mental Health NHS Trust

Harrow Logo

**HEAD OF MENTAL HEALTH SERVICES (HARROW)**

<b>GRADE:</b>	Trust Senior Manager TEO 1
<b>HOURS:</b>	Full-time
<b>RESPONSIBLE TO:</b>	Director of Operations – Central and North West London Mental Health NHS Trust
<b>ACCOUNTABLE TO:</b>	(1) Director of Operations – CNWL (2) Director Social Services – Harrow
<b>RESPONSIBLE FOR:</b>	Management of the Joint Service

**MAIN SCOPE OF POST**

To manage the statutory mental health services in the London Borough of Harrow, and:

- ensure the provision of high quality services within the framework of local needs, the agreed mental health strategy, and commissioning and contractual arrangements.
- ensure the Trust and Harrow Social Services meet their statutory obligations in the delivery of services.
- ensure the continued development of services to meet need and in line with the National Service Framework.
- ensure the involvement of service users, carers, diverse community organisations and other key stakeholders in the delivery of these services.
- manage the diverse workforce of the service and provide strong leadership, support, guidance and development opportunities.



- manage services within the available resources.
- provide sound advice and guidance to the members of the Partnership Board.
- ensure representation at key forums as the lead provider of mental health services in Harrow, and retention of this high profile.

## **KEY ACCOUNTABILITIES**

### **1. Service Management**

Ensure that:

- services are provided within the appropriate statutory framework.
- services are provided within the framework of regulatory guidance.
- services meet the quality monitoring and performance management requirements of Best Value and Clinical Governance.
- services perform to the standards set through commissioning and contractual arrangements.
- services meet those high levels of need identified through the local NSF Delivery Plan.
- services comply with the requirement of other local plans (ie LDP).
- services address issues of gender, sexuality, race and culture and are delivered appropriate to the needs of the diverse community.
- services are provided within the available resources.

### **2. Resource Management**

Ensure that:

- staff are provided with the leadership and guidance they should expect from a major service provider.
- staff are provided with good quality support and professional supervision.
- staff are provided with training and development opportunities appropriate to their needs.
- a workforce plan is developed that meets the LDP requirements, and the needs of the diverse workforce.
- staff are treated fairly and consistently and within the operational policies and procedures applied in the partner organisations.
- budgets are managed within the framework of statutory regulation and to the agreed accounting standards and procedures.
- managers with delegated authority are held to account for the application of the budget.
- buildings, service centres and sites are maintained to agreed standards and meet Health and Safety requirements.
- the terms and conditions of Harrow Social Services' employed staff are acknowledged and appropriate procedures followed in line with the Partnership Agreement.

- to contribute to the creation of an organisation where risks are identified and minimised in order to create the safest possible of service.

### **3. Service Development**

Ensure that:

- a Business Plan is written and reviewed on a regular basis, setting out the vision for the service and the planned developments.
- services are continually monitored, reviewed and adapted to meet changing need and strategic commissioning requirements.
- services users, carers, community organisations and other key stakeholders are involved in these developments.
- the service capitalises on funding sources available through Government and other agencies.
- the service is kept continually up to date with legislative and policy changes and developments.

### **4. Partnership Working**

Ensure that:

- as the lead provider of mental health services the organisation is represented on, and involved with, all key strategic planning bodies.
- the service continues working in partnership with other providers and stakeholders.
- changes to the planning and commissioning of services are anticipated and the organisation works within the Government agenda for change.

### **5. Supporting the Chief Officers Group**

Ensure that:

- members of the COG are provided with timely advice and management information on the performance of the joint services.
- the advice given is sound and enables COG members to make appropriate business management decisions.
- the COG is enabled to operate within its agreed terms of reference.
- the COG is advised on meeting its obligations to its partner organisations.

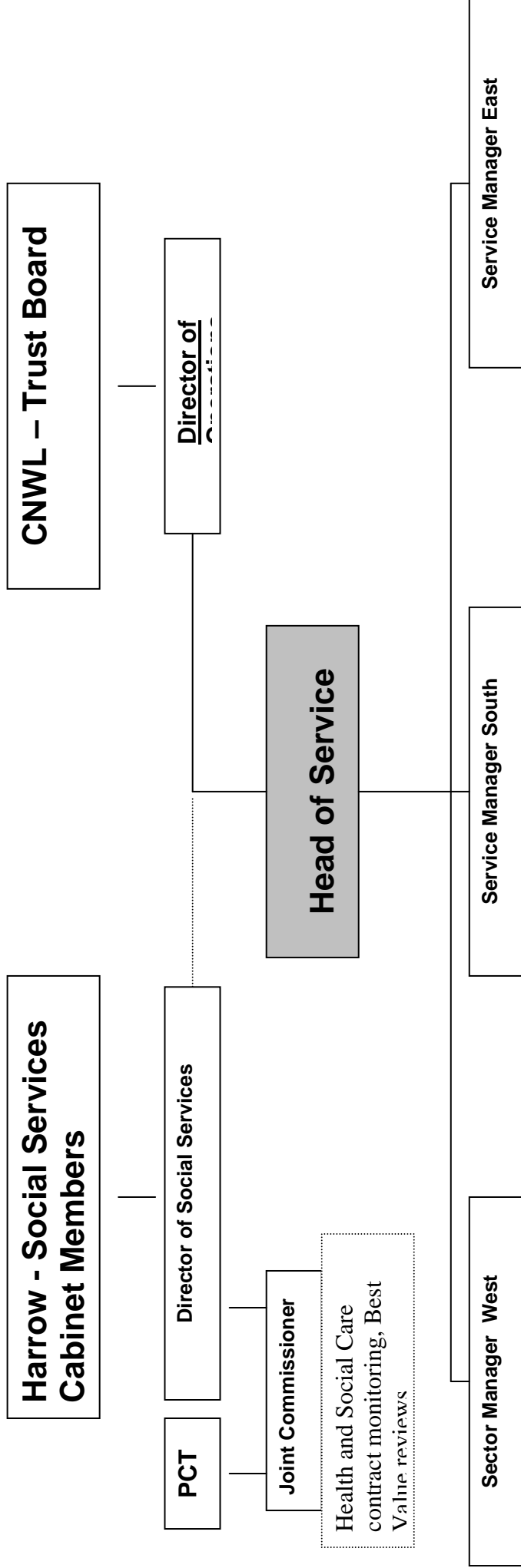
### **6. Equal Opportunities**

- The Central and North West London Mental Health NHS Trust has an equal opportunities policy and it is the duty of every employee to comply with the detail and the spirit of the policy.

### **7. Appendices: Provider Structure, Commissioning Structure**

Appendix 1: Provider Structure

HARROW MENTAL HEALTH SERVICES  
MANAGEMENT STRUCTURE



## **INITIAL SCHEME SCHEDULE**

### **PART FIVE**

#### **MENTAL HEALTH SENIOR PROFESSIONAL ROLE**

##### **Section 1**

1. The Council shall appoint an appropriately qualified individual to this post who will:
  - 1.1 together with the Director of Adult Social Services ensure that the Council carries out its statutory functions as set out in Section 2 of the Initial Scheme Schedule; and
  - 1.2 together with the Director of Adult Social Services oversee the arrangements by which the Council authorises officers to act as Approved Social Workers.
  - 1.3 ensure that Approved Social Workers receive appropriate training and maintain a level of competence required to fulfil the Approved Social Worker functions; and
  - 1.4 be responsible for ensuring that professionally qualified social workers are registered with the General Social Work Council; and
  - 1.5 ensure that Staff within the [integrated service? Integrated management Structure], fulfilling Council Functions maintain appropriate professional standards; and
  - 1.6 be accountable to the Director of Adult Social Services for such professional standards; and
  - 1.7 ensure that new guidance and legislation and standards, relevant to the Functions in the Arrangements, are implemented.
2. The post will be funded by the Council.

## INITIAL SCHEME SCHEDULE

### PART SIX

#### THE HEALTH AND SOCIAL CARE INTEGRATION BOARD AND ADULT HEALTH AND SOCIAL CARE PARTNERSHIP

1. In April 2006 the Health and Social Care Integration Board was established.
  - 1.1 The Board reports to the Harrow Strategic Partnership (HSP) Board (via the Executive) and is accountable to Cabinet and the PCT Board; and
  - 1.2 it acts as an umbrella group to ensure synergy and effectiveness in the delivery of an existing HSP work-stream relating to children and young people with that of
  - 1.3 a new work-stream (the “Adult Health and Social Care Partnership) which is responsible for overseeing the development of primary and community based health and social care services for adults and older people.
2. A structure chart showing how the Board and the Partnership fits within the overall HSP framework is attached in Section 7.
3. **Health and Social Care Integration Board – Draft Terms of Reference**
  - A. The Board is responsible for achieving overall strategic alignment and coherence across the Children and Young People and the Adult Health and Social Care work-streams of the Harrow Strategic Partnership; including taking a strategic oversight of transition issues, and of the boundary between preventive-level and targeted service provision.
  - B. The Board has a core membership of two elected Members of the Council and two Non-Executive Directors of the PCT, supported by executive officers of the Council (People First Executive Director) and the PCT (the Chief Executive). This core membership would be augmented in different ways in respect of each of its two constituent work-streams.
  - C. Neither the proposed Health and Social Care Integration Board (nor any of its related Partnership Groups, nor the Adult Social Care care-group Partnership Boards) hold any formally delegated executive authority – formally, their role is to provide advice to the two statutory bodies and to the Harrow Strategic Partnership.
  - D. The Health and Social Care Integration Board is responsible for considering:
    - any future integrated / joint-working proposals;

- any future draft S.31 Agreements and up-dated Joint Commissioning Strategies;
  - resourcing priorities within and across the different service areas;
  - and (where proposals are agreed) for making formal recommendations for approval to Cabinet, the PCT Board, and to other NHS bodies as appropriate.
- E. The Board is responsible for overseeing and performance monitoring the implementation of agreed strategies and joint-working arrangements, although much of this work is formally delegated to the two constituent work-streams.
- F. The Board is responsible for overseeing and monitoring the operation of all pooled-budget arrangements or other strategic resource-allocation and risk-sharing arrangements established as part of any joint-working arrangement between the statutory bodies.
- G. The Board will report to the HSP Executive, to the PCT Board and to the Council's Cabinet on at least an annual basis; and will also be subject to the overview and scrutiny arrangements of the Council.
- H. The Board will monitor and support the work of the main Delivery Groups within the two work-streams; including that of the Adult Health and Social Care Partnership, the Adult Social Care care-group Partnership Boards, and the Children's Safeguarding Board.

#### **4. Adult Health and Social Care Partnership – Draft Terms of Reference**

- A. The principal role of the Adult Health and Social Care Partnership is to provide advice and recommendations to the PCT and the Council by way of reports to the Health and Social Care Integration Board.
- B. The function of the Partnership is to provide strategic-level oversight, direction and performance-monitoring of all service integration and joint-working arrangements for community health and social care services (adults and older people), including those covered by formal S.31 Agreements; and to oversee and direct the work of any HSP Delivery Groups forming part of the (former) 'Healthy Harrow' work-stream.
- C. The Adult Health and Social Care Partnership will comprise the following members:
- Two Elected Members of the Council;
  - Two Non-Executive Directors of the PCT;
  - The People First Executive Director of the Council;
  - The Chief Executive of the PCT;
  - The Chief Executive of the North West London Hospitals NHS Trust;
  - The Chief Executive of the Central and North West London Mental Health NHS Trust;

- The Chairs of the Care–Group Partnership Boards, details of which are set out in Schedule 11 of the Integration Arrangements Agreement;
  - The Chair of the Carers Partnership Group;
  - The Chairs of Healthy Harrow Delivery Groups;
  - A member nominated by the PPI Patient Forum;
- or their appointed alternates
- Other interests will be represented through members appointed by the Care Group Partnership Boards and Carers Partnership Group, together electing a member - one for each of the following groups:- service users, carers, providers and the voluntary sector.

The Partnership will also invite attendance, as appropriate, by the appointed Pool Manager for any pooled-budget scheme(s) in operation; by the jointly-appointed Head of Joint Commissioning; and by any other Council or NHS staff who it consider appropriate.

- D. The Partnership does not hold any formal delegated executive / decision-making powers. Its remit is one of:
- (i) Ensuring strategic oversight and co-ordination of joint service delivery arrangements and joint service development proposals across all local community and primary health care services provided by NHS organisations and the social care services provided by the Council;
  - (ii) Setting the broad strategic direction for this range of services in the context of the Community Strategy and the needs of Harrow’s diverse community - balancing the requirements of locally-set policies, needs and priorities against nationally-determined priorities, targets and imperatives; and securing strategic balance across universal services, preventative initiatives, and the development of targeted provision for special-needs groups;
  - (iii) Considering any future service integration proposals, including those that make use of any Health Act flexibilities, and considering whether to recommend their formal approval by the main partner organisations;
  - (iv) Overseeing formal consultation processes connected with such schemes;
  - (v) Monitoring the implementation of current and future joint working / service integration schemes;
  - (vi) Receiving final-draft joint commissioning strategies and broad service strategies for all adult care groups and for carers, and considering whether to recommend their formal approval by the main partner organisations;

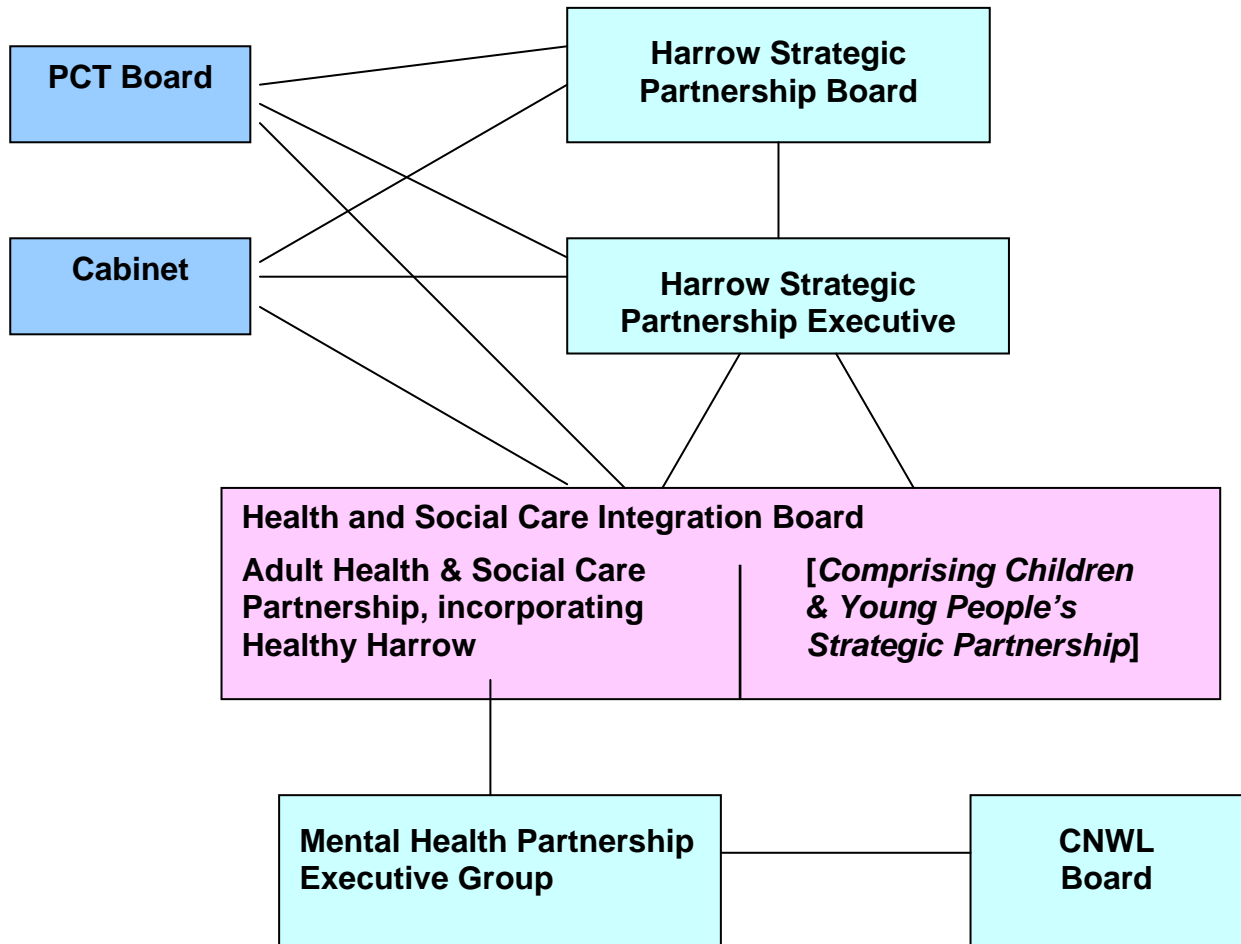
- (vii) Ensuring coherence in the overall commissioning intentions across the main care-groups, and ensuring an appropriate approach is taken to managing and developing the local provider market;
- (viii) Approving the membership of the main Care-Group Partnership Boards and the Carers Partnership Group, and receiving and approving their Annual Work-Plans;
- (ix) Being accountable for monitoring, supporting and performance-managing the work of the main Care-Group Partnership Boards and the Carers Partnership Group;
- (x) Resolving any disputes between the main Care-Group Partnership Boards, and maintaining strategic oversight of transition and interface planning;
- (xi) Receiving proposals for the strategic deployment of any jointly-held funding or resources, and for the management and deployment of any formally pooled funds; and considering whether to recommend formal approval of such proposals by the main partner organisations;
- (xii) Monitoring expenditure against all jointly-held funds and any pooled budgets, and considering whether to recommend any action to the main partner organisations;
- (xiii) Considering (and, when required, overseeing negotiations between them regarding) the strategic deployment of the resources held by the main partner organisations, especially as regards the making of strategic shifts in the deployment of resources across and between major service areas; and considering whether to make formal recommendations to one or more of the main partner organisations about such matters;
- (xiv) Monitoring, supporting, and reporting on the work of 'Healthy Harrow' Delivery Groups;
- (xv) Reporting as required to the Overview and Scrutiny (Health and Social Care) Sub-Committee of the Council, and to the Professional and Executive Committee of the PCT;
- (xvi) Being formally accountable to the PCT Board, the Council Cabinet, and (through the Health & Social Care Integration Board) to the Harrow Strategic Partnership Board; and reporting to them on a regular basis.



**INITIAL SCHEME SCHEDULE**

**PART SEVEN**

**GOVERNANCE ARRANGEMENTS**



## **MENTAL HEALTH INTEGRATION**

### **INITIAL SCHEME SCHEDULE**

#### **PART EIGHT**

The Partners agree to establish an Executive Group to over see the Arrangements

1. Terms of Reference

The Group will:

- a) meet a minimum of 4 times per year
- b) monitor the integrated mental health service arrangements
- c) agree in year changes to services and / or budget
- d) be responsible for budget planning and oversight.

2. Membership

Membership should include:

- a) Head of the Joint Service & Director of Finance from CNWL and Council
- b) Two officers who have delegated responsibility for mental health services from the council
- c) Two officers from the Trust
- d) One financial representative from the Council
- e) One financial representative from the Trust.

3. The Executive Group will be accountable to the Health and Social Care Integration Board (Adult Health and Social Care Partnership). Minutes will be circulated to this Board.

4. Officers from the trust and the Council shall continue to be accountable to their respective employing Partner under existing governance arrangements and schemes of delegation.

5. There will be a rotating chair, between the 2 Partner organisations, who is a member of the Adult Health and Social Care Executive Group. Suggested period is defined (ie: annually).

## MENTAL HEALTH INTEGRATION

### INITIAL SCHEME SCHEDULE

#### PART ELEVEN

##### 1. COUNCIL CONTRIBUTION – OTHER RESOURCES

The Council shall make available to the Trust resources and services as set out below.

- 1.1 These arrangements will be in place for a period of one Financial Year? after the Commencement Date; and
- 1.2 These arrangements will be reviewed before the end of the first Financial Year; and
- 1.3 The Partners shall agree future arrangements.

##### 2. DIRECT PAYMENTS

The Trust will access the Council's service to facilitate direct payments. There will be no charge to the Trust for these services. ***[Comment: Consider any relevant IT issues and information sharing protocols]***

##### 3. FINANCIAL SERVICES ***[Comment: See comment above]***

The Trust will access the Council's finance service for the following service for the following functions:

- 1.1 Financial assessments (clients' liability to pay charges for Council social care services).
- 1.2 Income collection (clients' liability to pay charges for Council social care services). ***There is no system for this at present as we pay suppliers net of contributions***
- 1.3 Grant applications (where the Council may make an application to a Grant making body for Functions or services included in the Arrangements. There will be no charge to the Trust for these services.

##### 4. STAFF TRAINING

- 4.1 The Trust will access training courses arranged by the Council. The Partners will agree:
  - 4.1.1 which courses are appropriate for the fulfilment of the social care functions in the Arrangements;

- 4.1.2 the number of places which may be accessed on particular courses.
- 4.2 There will be no charge to the Trust for attendance on the agreed courses.
- 4.3 In addition, a financial contribution as set out in Section Nine, will be made available to the Trust from ***[the training grant received by the Council. Comment: This needs to be covered in the Agreement and Part Nine]***

## INITIAL SCHEME SCHEDULE

### PART FOURTEEN

#### PERFORMANCE INDICATORS AND DATA

##### SECTION 1

The data set includes both local and national indicators relating to the Functions set out in the Arrangements. The Council submits a range of returns to the Department of Health each year and mental health data is included where necessary.

The Council must submit a Delivery and Improvement Statement (DIS) twice yearly in the spring and autumn. The arrangements detailed below set out how the Trust will contribute to this process.

1. The Trust will provide quarterly management information no later than 2 weeks after the period end to satisfy all local and national requirements.
  - 1.1 The information will be in electronic format and compatible with the Council IT systems;
  - 1.2 All data provided to the Council must be auditable and available for quality assurance checking by Council staff and external inspectors as necessary;
  - 1.3 All data required for the Council's statutory purposes [*specify if possible to avoid disputes*] not conforming to DoH requirements will be provided; and
  - 1.4 The Trust must comply with any reasonable requests for local information as required by the Council [*specify if possible*] [or any other external body with a legitimate interest in such information?]
2. An officer will be identified within the Trust to
  - 2.1 ensure any changes to the IT / performance management system in the light of new requirements by central government are communicated and changes made in accordance with the new requirements; and
  - 2.2 be the contact point for communication with the Council's strategy and performance staff re performance data.
3. Targets for all indicators will be set in conjunction with the Trust.

##### SECTION 2

(List of indicators - David - could we agree a definitive list together?)

## **MENTAL HEALTH INTEGRATION**

### **INITIAL SCHEME SCHEDULE**

#### **PART FIFTEEN**

#### **COMPLAINTS**

1. The Partners have agreed to manage complaints using the complaints protocol attached as Appendix A. The protocol shall be reviewed and revised by the Partners from time to time and / or when required by changes in legislation or guidance.
2. Members Enquiries
  - 2.1 From time to time elected Members of the Council or local MPs will raise an enquiry on behalf of a constituent. A consistent response must be taken to dealing with Members' enquiries.
  - 2.2 Staff in receipt of a letter or enquiry from an elected Member or MP must immediately forward it to the Head of Harrow Mental Health Service. The Head of Harrow Mental Health Service must inform the Director of Adult Social Services if the complaint is considered serious.
3. Solicitors' Letters
  - 3.1 Sometimes complainants choose to make a complaint via a solicitor. These complaints should be treated in exactly the same way as any other complaint.
  - 3.2 If there are on-going court proceedings, the letter must be sent direct to the Council's Legal Department.
  - 3.3 The Head of Harrow Mental Health Service and the Director of Adult Social Services must be notified immediately.
  - 3.4 Complaints cannot be processed through the complaints procedure in cases where there are on-going court proceedings.
4. Judicial Review

All notifications of a potential judicial review must immediately be made known to:

- the Director of Adult Social Services
- the Head of Harrow Mental Health Service
- the Council's Legal Department

## MENTAL HEALTH INTEGRATION

### INITIAL SCHEME SCHEDULE

#### PART SEVENTEEN

#### NOTIFICATION TO THE DEPARTMENT OF HEALTH [DRAFT ATTACHED]

Appendix A

#### NOTIFICATION FORM

#### SECTION 31 PARTNERSHIP ARRANGEMENTS

(to be completed for each partnership arrangement and sent to the Health and Social Care Joint Unit, Department of Health, Wellington House, 133-155 Waterloo Road, London SE1 8EG)

<b>1. NAMES OF THE STATUTORY PARTNERS</b>  The London Borough of Harrow The Civic Centre Station Road, Harrow HA1 2UW  The central and North West London NHS Mental Health Trust 30 Eastbourne Terrace London W2 6LA	<b>SIGNATURE OF THE REPRESENTATIVE OF EACH PARTNER</b>  Who should sign for each partner?
<b>DATE OF AGREEMENT</b> To be decided	
<b>2. DATE WHEN PARTNERSHIP IS INTENDED TO START</b>  1 April 2007	
<b>3. NAME OF OFFICER RESPONSIBLE FOR PARTNERSHIP</b> Is this Lorraine as Exec. Director?	
<b>4. WHICH FLEXIBILITIES ARE BEING USED?</b> <ul style="list-style-type: none"><li>- The Framework Agreement establishes the basis for the Partners agreeing a Pooled Fund for the Initial Scheme and further Pooled Funds in the future.</li><li>- The Agreement establishes the basis for the Partners agreeing the secondment of Council staff to the Trust.</li><li>- The Agreement establishes an Integrated Management Structure</li></ul>	

<b>1. What are the intended aims, outcomes and targets set by the partnership?</b> <ul style="list-style-type: none"><li>- to introduce integrated provision of Mental Health Services with agreed priorities</li><li>- to ensure a significant improvement in service user access, experience, involvement and continuity of care by having specific integrated services with identified resources and a wide range of skills and expertise available.</li></ul>
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- To reduce gaps between statutory services and duplication, minimising disputes over organisational responsibilities.
- To establish joint management arrangements to prioritise mechanisms leading to common assessment processes and the management of resources.
- Provide a governance and accountability framework which improves effectiveness, strengthens performance, brings best value and clinical governance frameworks together, provides consistency and reduces risks.

**2. How will the partnership lead to improvement in services as defined by local delivery plans?**

The Joint Commissioning Strategy, developed with user and carer involvement, sets out a detailed action plan for the delivery of outcomes across the health and social care system, within the National Service Framework and the 7 objectives of the White Paper “Our Health, Our care, Our Say”.

The Integrated Mental Health Service will be responsible for delivering these outcomes and performance will be monitored.

The flexibility afforded by the pooled fund and the integrated management system will support service redesign and development.

**3. Who has been consulted, and how has this been done? If there is to be a movement of staff, have staff and their unions been consulted?**

Council staff are currently seconded to the Trust: consultation was undertaken in the past re this arrangement.

Staff: formal consultation with staff and trades Unions will take if a transfer of staff is proposed under TUPE arrangements.

The Agreement supports and clarifies current practice, e.g. the location of social care staff in Community Mental Health Teams, and the jointly appointed Head of Harrow Mental Health Service managing a budget on behalf of the Council. There are no service changes contained in this Agreement.

Any changes to service delivery which may be proposed in the future would be subject to statutory consultation.

**4. How is / are the local authority functions going to contribute to a health outcome through this partnership?**

**5. How does this promote existing local joint working?**

The Agreement formalises existing arrangements and creates a fully integrated service with agreed joint governance arrangements and outcomes.

Further Schemes, including one for services for Older Mentally Ill People, are in the planning stages and are expected to be agreed and added to this Agreement at a future date.

**6. Who will be the services users? Define in terms of e.g. client group, age range, PCG, PCT, LA, HA, NHS trust area.**

The main target group is people with severe and enduring mental health problems, as defined by the Department of Health in the document “Building Bridges”.

The secondary target group is people who are not diagnosed as having a severe and



enduring mental health illness but who have other mental health problems referred to as common mental health problems in the Mental Health Service Framework.

For social care services, the target group is Harrow residents.

For health services, the target group is individuals who fall within the catchment area for the Harrow Mental Health Service agreed with Harrow Primary Care Trust.

7. In financial terms, how much resource is to be committed to the partnership by each partner?

To be completed when financial contributions are finalised	PLEASE TICK
<p>8. Are the signatories, following consultation, satisfied that arrangements for the following are robust?</p> <p>Governance arrangements, including, decision-making processes, monitoring, accounting and auditing, operational and management arrangements</p> <p>When the partnership arrangement will be reviewed</p> <p>Human resources, including staffing, terms and conditions, policies</p> <p>Information sharing</p> <p>Identification of functions that are included in the arrangement</p> <p>Eligibility criteria and assessment processes</p> <p>Complaints</p> <p>Financial issues such as Charging and VAT implications. Has the appropriate office of HM Customs and Excise been consulted on the arrangements to be adopted? Has the partnership arrangement been discussed with the relevant auditors?</p> <p>How disputes will be resolved, and how will partners resolve changes in the arrangement, or dissolve it?</p>	<p>yes</p> <p>at the end of the first year</p> <p>yes</p> <p>yes</p> <p>yes</p> <p>yes</p> <p>yes</p> <p>yes (NB finance leads will need to do this)</p> <p>yes</p>