

**Appendix C**

**DATED** \_\_\_\_\_ **2019**

**COVENTRY AND WARWICKSHIRE (1)  
PARTNERSHIP NHS TRUST**

**and**

**THE COUNCIL OF THE CITY OF (2)  
COVENTRY**

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**SECTION 75  
AGREEMENT**

**for the Integrated Provision  
of Mental Health Services**

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**VERSION- 1**

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**THIS AGREEMENT** is made on

2019

**BETWEEN:**

- (1) **COVENTRY AND WARWICKSHIRE PARTNERSHIP NHS TRUST** of Wayside House, Wilsons Lane, Coventry, CV6 6NY ("**the Trust**"); and
- (2) **THE COUNCIL OF THE CITY OF COVENTRY** of Council House Earl Street Coventry CV1 5RR ("**the Council**").

together known as "**Partners**" and individually as a "**Partner**"

**Recitals**

- (A) With the intention of providing an integrated mental health service for adults and older people in Coventry, the Partners have agreed to enter into arrangements under Section 75 of the 2006 Act for or in connection with the delivery by the Trust on behalf of the Council of the Council Functions in conjunction with the exercise by the Trust of the NHS Functions on the terms of this Agreement.
- (B) The Partners have given formal notification of the intention to enter into the Partnership Arrangements as required by HSC 2000/010 LAC (2000)9 to the relevant office of the Department of Health and Social Care.
- (C) The Partners have carried out consultation on the proposals for the Partnership Arrangements with those persons, user groups, staff and statutory and non-statutory providers, who appear to them to be affected by the arrangement, as required by Regulation 4(2) of the Regulations.
- (D) The Partners have agreed to enter into this Agreement to fulfil the requirements in Regulation 8(2) of the Regulations and to record their respective rights and obligations under the Partnership Arrangements and the terms on which the Partnership Arrangements will be exercised and the Services will be delivered.
- (E) The Partners have agreed that the Clauses and Schedules to this Agreement may need to be reviewed and varied as a result of changes in health and social care legislation during the term of this Agreement and that this will be done in accordance with the Clause 18 Variation.

## **1 Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings:

**"the 2006 Act"** means the National Health Service Act 2006;

**"Aim and Outcomes"** means the aim and outcomes of the Partnership Arrangements as defined in Schedule 1;

**"Agreement"** means this document and any and all schedules, appendices and annexes as are attached to it or referred to in it;

**"AMHP Rota"** means the rota listing the availability of AMHPs to respond to referrals for assessments under the Mental Health Act 1983 (as amended);

**"Approved Mental Health Professional" or "AMHP"** means an individual as defined by section 114(10) of the Mental Health Act 1983 as amended;

**"Approved Mental Health Professional Functions or AMHP Functions"** means the Functions defined in sections. 4, 8, 10, 11, 13, 14, 17A, 17B, 17F, 18, 20A, 21B, 29, 30, 40, 47, 87, 88, 89, 115, 135, 136, 138 and 145, of the Mental Health Act 1983 (as amended);

**"Assessment and Support Planning"** means the following in consultation with a patient or Service User and Carer (in respect of a patient's or Service User's needs) and with a Carer (in relation to a Carer's needs):

- (a) Assessing with the individual their social care needs and identifying an indicative personal budget;
- (b) Identifying a support plan appropriate to meet those needs;
- (c) Making a preliminary identification with the Service User or Carer on behalf of the Council of the most appropriate way for achieving the care and support outcomes in the care and support plan in accordance with the Council's procedures;
- (d) Incorporating with the Service User or Carer the support required into the care and support plan following the agreement of the Council;



- (e) Implementing that support plan with the Service User or Carer by securing where necessary services through the Council and its procedures;
- (f) Monitoring and reviewing the support plan and reassessing the needs of the individual as necessary.

**“Assessor”** means an employee of the Partners working in the Integrated Service charged with the responsibility of evaluating the social care needs of service users or carers and of making appropriate recommendations concerning them in relation to the Functions;

**“Board”** means the Section 75 Strategic Board established pursuant to Regulation 10(2) of the Regulations and responsible for the governance of the Partnership Arrangements the constitution of which is set out in Schedule 2

**“Care Act 2014”** means the Care Act 2014 and any regulations and statutory guidance made under it which relate to the functions in question;

**“Carer”** an individual who meets the Eligibility Criteria defined in Schedule 14 who cares for a Service User;

**“Commencement Date”** means the commencement date for this Agreement, being 1<sup>st</sup> April 2019. ];

**“Continuous Improvement”** means the statutory responsibility of the Council under the Local Government Act 1999 (as amended) to make arrangements to secure continuous improvement in the way in which its Functions are exercised, having regard to a combination of economy, efficiency and effectiveness;

**“Council's Functions”** means such of the social care related Functions (as defined in the Regulations) as are to be undertaken by the Trust on behalf of the Council which are defined in Clause 5;

**“Council's Head of Service”** means the post holder designated by the Council as being Head of Service;

**“Council’s Senior Social Care Practitioners”** means those posts designated as such by Council and as defined by their job descriptions;

**"Council’s Mental Health Service Managers"** means either the Council’s Head of Social Work -Mental Health and Sustainability or the Council’s General Manager for Social Care Governance;

**“Council’s Designated Professional Supervisor”** means the Council’s employee with a recognised social care qualification who has been designated by the Council to provide professional supervision to social care staff;

**"Council Priorities"** means those tasks and duties essential for the Council to fulfil its internal, legal and statutory responsibilities in the field of mental health and social care for people in Coventry;

**"Council Head of Social Work- Mental Health and Sustainability”** means the post holder designated by the Council as being Head of Social Work- Mental Health and Sustainability;

**"Council’s General Manager for Social Care Governance"** means the post holders designated by the Council as being the Council’s General Manager for Social Care Governance;

**“Data Protection Legislation”** means (i) the General Data Protection Regulation (GDPR), and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

**"Development Plans"** means the plans agreed between a Seconded Employee and his/her line manager(s) and his/her professional supervisor through appraisal process necessary to meet the agreed development requirements of an individual Seconded Employee;

**“Equipment”** means the equipment which is owned by the Council and which the Trust is authorised to use in accordance with Clause 12; as listed in Schedule 11;

**"Employment Claim"** means any claim to an Employment Tribunal or Court;

**“Excluded Functions”** means those Functions of the Council which have not been delegated to the Trust as are more particularly detailed in Clause 6;

**“Financial Framework”** means the Financial Framework set out and described in Schedule 6;

**“Financial Year”** means each period of 12 (twelve) calendar months commencing on 1 April and ending on 31 March of the following year;

**“Functions”** means the Council’s Functions and the NHS Functions;

**“Fundamental Breach”** means any action or omission by either party going to the heart of the Agreement so that the Agreement can no longer function and the aggrieved party may view the Agreement as terminated;

**“Host Authority”** means the Trust;

**“Integrated Services”** means those services arising from the NHS Functions and the Council Functions which form an integrated mental health service for adults and older people in Coventry as more specifically described in Schedules 4 and 5;

**“Integrated Practice Unit”** means the age independent multi-disciplinary team that provides health and social care services to adults with dementia, psychoses and non-psychotic mental health needs;

**“Joint Operational and Human Resources Protocols”** means the agreed processes to be followed by the Partners when implementing their individual HR. policies in relation to staff working on the Integrated Services, and set out at Schedule 10 of this Agreement;

**“Management and Governance Arrangements”** means the Arrangements for Managing Seconded Employees and for overseeing the Partnership Arrangements as set out and described in Schedule 3;

**“Management Structure”** means the management structure as set out and described in Schedule 9 and as may be varied from time to time in accordance with this Agreement;

**“NHS Functions”** means the Functions of the Trust and which are defined in Clause 4;

**“Operational Line Manager”** means the manager who is directly responsible for a Seconded Employee during the Secondment Period and who is detailed against the name of each Seconded Employee in Schedule 7 of the Agreement. The Operational Line Manager may be an employee of the Council or of the Trust;

**“The Partners”** means, together, the Council and the Trust, the Trust acting as the Host Authority;

**“Partnership Arrangements”** means the arrangements as set out in this Agreement concerning the integrated provision of Services and the delegation of Functions and the governance arrangements for these Services and Functions;

**“Potential Adult Safeguarding Review case”** means a case involving any death of or injury to a vulnerable adult or adults or public interest case which may meet the criteria for an Safeguarding Adult Review (as defined in the Care Act 2014) under the Coventry Inter-Agency Safeguarding Adults Serious Case Review Procedure for the time being in place, the criteria being:-

- There is cause for concern as to the way in which the way in which organisation’s, professionals involved in the case or other persons with relevant functions have worked together to safeguard the adult.  
**And,**
- The adult has died (including suicide) and the Safeguarding Adults Board knows or suspects that the death resulted from abuse or neglect, or
- The adult is still alive and the Safeguarding Adults Board knows or suspects that the adult has experienced serious abuse or neglect.

In addition to any case involving an adult in its area with needs for care and support where the Coventry Safeguarding Adults Board agrees there is a specific need to carry out a review.

**“the Regulations”** means the NHS Bodies and Local Authorities Partnership Arrangements Regulations, 2000 SI No 617, and any and all amendments and subsequent re-enactments thereof;

**“Safeguarding Case”** means a case where a child or adult is known or suspected to be at risk of or to have experienced abuse as defined in the Coventry Safeguarding Adults Boards policy and procedure for the time being in place and / or Coventry Local Safeguarding Children’s Board Policy and procedure for the time being in place;

**“Seconded Employee” (or collectively “Seconded Employees”)** means those Council employees who work for the duration of the Secondment Period, within integrated adult and older people's mental health teams under the direction of the Trust for the provision of the Integrated Services. The List of Seconded Employees is contained in Schedule 7 of this Agreement;

**“Secondment Period”** means the Term of this Agreement being the period commencing on the Commencement Date and expiring on the date on the expiry or termination of this Agreement;

**“Section 75 Board”** means the Section 75 Strategic Board established pursuant to Regulation 10(2) of the Regulations and responsible for the governance of the Partnership Arrangements the constitution of which is set out in Schedule 2;

**“Serious Untoward Incident”** means an incident or accident or near miss where a service user, member of staff or member of the public suffers serious injury, major permanent harm or unexpected death and where the actions of the Trust or the Council are likely to be of significant public concern;

**“Services”** means the services provided by the Trust in respect of the Council’s Functions as described in the Service Description;

**“Service/Clinical Governance”** means the standards which must be met within the NHS as exemplified in Schedule 3, also sometimes referred to as Clinical Governance;

**“Service Description”** means the specification for the Services set out in Schedule 5 as amended by agreement between the Partners from time to time in accordance with this Agreement;

**“Service User”** means an individual who meets the Eligibility Criteria defined in Schedule 14;

**“Social Care Management Support Staff”** means those Seconded Employees that report directly to the Council's Head of Social Work- Mental Health and Sustainability or General Manager for Social Care Governance and assist him/her in undertaking Excluded Functions;

**“Social Care Forums”** means meetings of Coventry social care staff working within the Integrated Services;

**“Term”** means the period of **one (1)** year from the Commencement Date.

**“TUPE Legislation”** means ‘The transfer of Undertakings (Protection of Employment Regulations 2006 (ST 2006/246)

- 1.1 References in this Agreement to any statutory provision shall include and refer to any statutory amendment or replacement of it from time to time and for the time being in force.
- 1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.
- 1.3 Unless otherwise stated, a reference to a Clause, sub-Clause, schedule or appendix in this Agreement or a Schedule to this Agreement is a reference to a Clause, sub-Clause, schedule or appendix to this Agreement or Clause or sub-Clause within a schedule to this Agreement.

- 1.4 In this Agreement, references to the Trust and the Council shall be deemed to include their respective permitted assignees and their respective lawful successors in accordance with Clause 20.
- 1.5 Any reference to **writing** or **written** includes faxes and email.
- 1.6 References to the clauses and Schedules are to the clauses and Schedules of this Agreement.

#### **1A. COMMENCEMENT AND DURATION**

1A. This Agreement shall take effect on the Commencement date and shall continue for the Term

#### **1B. EXTENDING THE TERM**

The Partners may extend this Agreement beyond the Term in accordance with clause 21.2.

### **2 Aims and Outcomes**

- 2.1 The Partners agree the Aims and Outcomes set out in Schedule 1 as the basis for the Partnership Arrangements.

### **3 Role of the Section 75 Strategic Board**

- 3.1 The Partners have agreed to establish the Board in accordance with Schedule 2;

- 3.2 The Board will undertake the following tasks:-

3.2.1 to consider and, where appropriate, agree arrangements affecting the Agreement arising out of:

- (i) Significant service changes and developments;
- (ii) Major or strategic changes in structure or responsibility;
- (iii) New or changed legal or statutory obligations; and
- (iv) Significant policy changes;

- 3.2.2 to establish and oversee a Performance and Operations Sub-Group the composition and role of which shall be determined by the Board and which shall report to the Board;
  - 3.2.3 to review performance against targets as set out in schedule 16 “Information and Monitoring Requirements for Performance of Local Authority Service Delivery”
  - 3.2.4 to undertake a regular risk assessment which will focus on the key risk during each year; and
  - 3.2.5 to review any matters outside this Agreement which have the potential to affect this Agreement or its operation.
- 3.3 The Council is subject to the duty of Continuous Improvement. The Partnership Arrangements will be subject to scrutiny to ensure that the Council's obligations for Continuous Improvement are being met;
- 3.4 The Trust is subject to a duty of Service/Clinical Governance through which it is accountable for continuously improving the quality of its Services and safeguarding high standards of care by creating an environment in which excellence in care will flourish. The Partnership Arrangements will be subject to scrutiny to ensure that the Trust is meeting its obligations under Service/Clinical Governance.

#### **4 NHS Functions**

- 4.1 The Trust will have responsibility during the Term of this Agreement for the provision of the health services in relation to the NHS Functions under this Clause 4 to the extent that they are services for which it is already responsible, and subject to any Regulations or Directions of the Secretary of State for Health with regard to such NHS Functions.
- 4.2 The NHS Functions of the Trust under Section 3 of the 2006 Act are as follows:
- 4.2.1 hospital accommodation;
  - 4.2.2 accommodation for the purpose of any service provided under the Act;



- 4.2.3 medical, and nursing services;
- 4.2.4 such other services or facilities for the prevention of illness, the care of persons suffering from illness and the after-care of persons who have suffered from illness;
- 4.2.5 other services needed for the diagnosis and treatment of illness.
- 4.2.6 After-care services under Section 117 of the Mental Health Act 1983 (as amended) which include the Functions of the Health Authorities and Primary Care Trusts relating to –
  - (1) after-care and supervised after-care
  - (2) applications for supervised aftercare
  - (3) the assessment, care planning, provision, review and ending of after-care.

4.3 The services arising from the NHS Functions of the Trust which, together with the Council's Functions delegated to the Trust, are to form the Integrated Services are described in Schedule 4.

## **5 Council Functions delegated to the Trust**

5.1 The Trust shall exercise on behalf of the Council during the Term in accordance with this Agreement the Functions, defined by current legislation or as subsequently updated, set out below as described in the Service Description for the benefit of the service users and carers:

5.1.1 Promoting wellbeing (section 1 Care Act 2014);

5.1.2 Preventing needs for care and support (section 2 Care Act 2014);

5.1.3 Providing information and advice (section 4 Care Act 2014);

5.1.4 Assessment of adults' needs for care and support; eligibility decisions, determining ordinary residence, care and support planning, meeting adults' needs for care and support, reviewing care and support plans (Care Act 2014 and in particular sections 9, 11, 12, 13, 18, 19, 21, 22, 23, 24, 25, 27, and 30);

5.1.5 Involving people and arranging independent advocacy services (section 67 and 68 Care Act 2014)

5.1.6 Making arrangements for the temporary protection of property of persons being cared for by the provision of accommodation, or in hospital (section 47 Care Act 2014);

5.1.7 Assessment Carers' needs for support, eligibility decisions, support planning; meeting carers' needs for care and support, reviewing support plans (Care Act 2014 and in particular sections 10, 11, 12, 13, 20, 21, 22, 23, 24, 25 and 27);

5.1.8 Co-operation in relation to homeless people and people threatened with homelessness; (Housing Act 1996 section 213);

5.1.9 Provision of personal budgets and direct payments (Care Act 2014 and in particular sections 26, 31, 32, and 33)

5.1.10 Functions relating to the discharge of hospital patients with care and support needs (Care Act 2014 section 74 and schedule 3)

5.1.11 Transition assessments (Care Act 2014 sections 58 to 66)

5.1.12 Whilst the local authority cannot delegate its functions under the Care Act 2014, relating to establishing Safeguarding Adults Boards, making safeguarding enquiries or arranging safeguarding reviews, this agreement includes a requirement for the Trust to undertake safeguarding adults enquiries and reviews (Care Act sections 42 and 44)

5.1.13 Co-operation with relevant partners generally and in specific cases (Care Act 2014 sections 6 and 7);

5.1.14 Instructing Independent Mental Capacity Advocate (Mental Capacity Act 2005)

5.1.15 Assessment for and care planning and review of after-care services (Mental Health Act 1983 as amended and Mental Health Act 1983 Code of Practice)

5.1.16 Provision of Social Circumstances Reports (Mental Health Act 1983 as amended).

5.1.17 Assessment of needs in connection with Clinical Commissioning Groups' review of Continuing Health Care Funding

## **6 Excluded Functions**

6.1 For the avoidance of doubt the following Functions are excluded from this Agreement:

6.1.1 the Council's Functions as the local social services authority in Parts II, III and IV of the Mental Health Act 1983 (as amended) including:

- (i) Compulsory detention for assessment and treatment;
- (ii) Guardianship;
- (iii) Community Treatment Orders;
- (iv) Receipt of requests for and the provision of Social Reports;  
and
- (v) Exercise of and the removal of the Functions of the Nearest Relative

6.1.2 For the sake of clarity all the above Functions under Clause 6.1.1 include application and reference to mental health tribunals.

6.1.3 The Council's Functions under section 114 of the Mental Health Act 1983 (as amended) and the Mental Health (Approved Mental Health Professionals) (Approval) (England) Regulations 2008 relating to:

- (i) Granting approval for AMHPs
- (ii) Period of approval
- (iii) Conditions of approval i.e. a condition to complete at least 18 hours of training agreed with the approving LSSA as being relevant to their role as an AMHP
- (iv) Suspension of approval
- (v) End of approval

(vi) Keeping records about AMHPs

6.1.4 Power of entry and inspection under section 115 of the Mental Health Act 1983;

6.1.5 The Council's Functions in making funding decisions about and arrangements for after-care services (Section 117 Mental Health Act as amended), following assessment or review.

6.1.6 The Council's Functions under the Mental Capacity Act 2005 including;

(i) to commission and coordinate the assessment process

(ii) to appoint its assessors.

(iii) Its responsibility for granting standard authorisations

(iv) appointing relevant persons responsibilities for people issued with a deprivation of liberty authorisation

6.2 Since overall responsibility for ensuring the provision of AMHP Functions exercised by AMHPs appointed by the Council under the Mental Health Act 1983 (as amended), will remain with the Council, it is agreed that :

6.2.1 the Trust will work with the Council in relation to developing any proposed changes to provision of the Functions referred to in Clause 5 above and the AMHP Functions; and

6.2.2 the Trust will support, facilitate and enable AMHPs seconded to the Trust to carry out the AMHP functions in priority to the other functions assigned to them as Seconded Employees.

6.3 Subject to the passage of any primary legislation, the Council will retain direct control over charging policy and processing charges to Service Users.

## **7 The Integrated Services**

7.1 The Integrated Services comprise the specific services described in Schedule 4.

## **8      The Services**

- 8.1      The Trust shall provide the Services in respect of the Council's Functions in conjunction with the NHS Functions to the extent and in the manner set out in this Agreement and in accordance with the Service Description at Schedule 5 and the Council's policies and eligibility criteria at Schedule 14.
- 8.2      In providing the Services, the Trust shall deliver the Services efficiently and effectively and with reasonable care and skill and shall provide the Services in respect of the Council's Functions in as economical a way as is reasonably practicable in relation to the deployment of Seconded Employees and in accordance with the Service Description, subject to compliance by the Council with its obligations under this Agreement.
- 8.3      Both Partners shall fulfil the obligations assigned to them under the Service Description. Seconded Employees shall participate in the provision of NHS Functions by the Trust in the integrated mental health service in Warwickshire as reasonably required by the Trust and in accordance with the Agreement. Trust staff shall participate in the provision of the Council's Functions as reasonably required by the Trust and in accordance with the Agreement.
- 8.4      The Partners shall co-operate with each other in the performance of their respective obligations under this Agreement. As reasonably required, each Partner shall provide reasonable access to the other persons, premises and information (including financial information) held by it and required for the purposes of monitoring or managing the NHS Functions and the Council's Functions or making inquiries in relation to them.
- 8.5      The Trust will use the logo of the Council jointly with its own in connection with the provisions of the Council's Functions.
- 8.6      The Trust will be responsible for the Service/Clinical Governance except in relation to the Excluded Functions.

## **9      Charging for Services**

- 9.1      The Council retains the power and responsibility to charge for certain of its functions in accordance with the Care Act 2014.

9.2 The Trust shall ensure that the procedures in Schedule 5 are followed to facilitate the exercise by the Council of its charging functions and that the Seconded Employees and the Trust's employees are aware of these procedures.

9.3 Without prejudice to the generality of Clause 9.1, the Trust shall give all reasonable assistance and support (by providing appropriate information to the Council) to secure the payment by Service Users to the Council for the Services delivered to them, where those Service Users are assessed as being liable to make payment in whole or in part for the Services.

## **10 Financial Arrangements**

10.1 The financial arrangements shall be in accordance with the Financial Framework set out in Schedule 6. Each organisation is responsible for their own budgets which are not delegated as part of this arrangement.

10.2 The Partners shall fulfil their respective obligations under the Financial Framework and co-operate with each other in operating the financial arrangements.

## **11 Seconded Employees**

11.1 The Seconded Employees shall be seconded from the Council to the Trust in accordance with the Secondment Arrangements set out in Schedule 8

## **12 Equipment**

12.1 The Trust will make available to the Seconded Employees throughout the Term Trust equipment as appropriate to the delivery of the integrated service. The Trust will maintain, repair or replace the trust equipment as required and necessary.

12.2 The Council has made available the IT system Care Director and access via remote desktop to its Intranet as identified in Schedule 11 to facilitate the delivery of the Council's Functions and legal obligations. The Council will maintain this system's during the Term as necessary to enable the delivery of the Services, in addition to this the Council has provided the council employs with equipment, Laptops and mobile phones to enable the delivery of the Council Functions in addition to that of the access by Trust staff via the IT systems.

**13      Information Technology**

- 13.1 The items of information technology listed in Schedule 11 will be shared/used by the Partners for the provision of Services under this Agreement.
- 13.2 The Council will provide support for Seconded Employees using IT equipment and software which is owned by the Council.
- 13.3 The Section 75 Strategic Board will keep under review and agree the appropriate provision of IT equipment to both Trust employees and seconded Council employees to enable them to deliver the integrated service in an equitable manner.

**14      Indemnities and Insurance**

- 14.1 Without prejudice to the primary liability of each Partner for its respective functions preserved by Section 75(a) and (b) of the 2006 Act the following indemnity provisions apply.
- 14.2 In this Clause any reference to the Trust, its employees, agents or its contractors shall exclude:
  - 14.2.1 Anyone acting under the direct supervision, instructions, direction or control of the Council under the terms of this Agreement including but not limited to any employee, agent and any sub-contractor of the Council.
- 14.3 References in this Clause to damages, claims and liabilities shall include the obligation to pay sums recommended by an Ombudsman or under any other complaint resolution process.
- 14.4 The Trust will indemnify the Council from and against any damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the Council arising from the exercise of the NHS Functions or the Council's Functions by the Trust under this Agreement or the breach by the Trust of any obligation under this Agreement (except in so far as such damages claim or liability arises from any negligent act or omission or breach of any obligation in this Agreement by the Council or any employee of the Council) including, without prejudice to the generality of this provision, any negligent act, neglect or default of the Trust its employees, agents or contractors.

- 14.5 The Council will indemnify the Trust from and against any damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the Trust arising from the exercise by the Council of any obligation under this Agreement (except in so far as such damages claim or liability arises from any negligent act or omission or breach of any obligation in this Agreement by the Trust its employees or agents) including, without prejudice to the generality of this provision, any negligent act, neglect or default of the Council, its agents, contractors or employees (unless the negligent act or omission arose as a direct result of the Trust's management or direction of such under this Agreement) and any liability of the Council arising in any way from or in relation to any contract of employment between the Council and any employee of the Council.
- 14.6 In relation to the diagnosis, care and treatment of a Patient of the Trust under the NHS Functions, the provisions of the National Health Service Litigation Authority Clinical Negligence Scheme for Trusts apply in relation to any acts or omissions of the Trust, its employees or agents in consequence of which the service user suffers harm.
- 14.7 The Partners shall use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any claim or proceedings which is or may be subject to an indemnity under this Agreement and any material developments. The Partners shall co-operate in the defence of any such claim or proceedings. No settlement or admission properly made by either Partner in dealing with a complaint or in connection with any professional or disciplinary proceedings shall vitiate its right to be indemnified by the other under this Agreement.
- 14.8 Without prejudice to the requirements of this Agreement pertaining to Indemnities, in respect of liabilities arising under any indemnity in this Agreement, the Trust shall maintain membership of the liabilities to Third Parties Scheme and the Clinical Negligence Scheme for Trusts or such other scheme as may be operated from time to time by the National Health Services Litigation Authority.
- 14.9 The Council shall maintain such insurances in such amounts will adequately cover its liabilities under this Agreement.



## **15 Dispute Resolution**

- 15.1 The Partners shall use their best endeavours to resolve any disputes between them which touch and concern the Agreement promptly and amicably.
- 15.2 Any dispute or disagreement which arises out of or in connection with this Agreement, shall be referred to the Performance and Operations Sub Group within 28 days of the dispute or difference arising which shall seek to resolve the same.
- 15.3 To the extent that the dispute or difference is not resolved by Section 75 Coventry Board Operational Sub Committee it shall be referred within 28 days after their consideration to the Section 75 Strategic Board who shall seek to resolve the same.
- 15.4 If any dispute or difference whatsoever arises between the Partners in connection with or arising out of the Agreement either of them may give the other seven days' notice to resolve the dispute or difference through Alternative Dispute Resolution ('ADR') in accordance with the mediation procedure of the Centre for Effective Dispute Resolution.
- 15.5 Unless the Agreement shall have been repudiated or terminated and notwithstanding that a dispute or difference remains unresolved, the Partners shall continue to carry out their respective obligations in accordance with this Agreement in the interests of service users or carers, pending a resolution of the dispute or difference.

## **16 Serious Untoward Incidents and Safeguarding**

- 16.1 The Partners agree that the procedure to be followed in a Safeguarding Case is as set out in Schedule 15.
- 16.2 The Partners will notify each other of any Serious Untoward Incident and Immediate Management Review pertaining to safeguarding adults, or any Potential Safeguarding Adults Review Case which occurs in the Integrated Services.
- 16.3 Such notification shall be as soon as reasonably possible and in any event within 24 hours. The Partners shall agree as to the form in which such notifications are to be made and shall:

- 16.3.1 provide any further information which the other Partner may reasonably require within reasonable timescales in relation to the event or case;
  - 16.3.2 recognise that each Partner has a duty to co-operate in undertaking any investigation into the event or case and may be required to carry out an investigation into such event or case and its causes and make the results available to the other party;
  - 16.3.3 co-operate fully and at its own cost with any such investigation
  - 16.3.4 Consider promptly and agree, in consultation with any other body or agency which may have a legitimate interest, which procedure or procedures should be used to investigate the event or case in question.
- 16.4 Where a Serious Untoward Incident has been reported the Trust will notify the Council of its intention to use all or any part or parts of the information provided by the reporting Partner under this Clause 16 and Schedule 15 in any report which the Trust, in accordance with the performance of its NHS Functions, is under an obligation to make to any NHS Body or any statutory body in connection with the Serious Untoward Incident. If the Council notifies the Trust within 14 days of any reason why it objects to the disclosure of such information, then the Trust will consider those reasons and their validity before proceeding with any further disclosure.
- 16.5 Where the Trust decides to disclose any information in accordance with Clause 16.3.2 it will act in accordance with the principles of the Data Protection Legislation in respecting the statutory obligations as to the processing of personal data and special categories of personal data.

## **17 Freedom of Information**

- 17.1 The Trust and the Council are subject to the Freedom of Information Act 2000 (“the Act”). In compliance with the Act the Partners agree that requests under the Act will be dealt with as follows:

- 17.1.1 When the request is received by a Partner (“the Receiving Party”) that Partner is responsible for the reply to the request. However:
  - 17.1.2 if the request relates solely to information the Receiving Party does not have and which is owned by the other Partner the request will be passed to the other Partner within 5 working days;
  - 17.1.3 if the request relates to information being held by one Partner on behalf of another Partner the Partners will consult on the request but the responsibility for the request will remain with the Receiving Party;
- 17.2 For the avoidance of doubt the delegation of Functions under this Agreement does not include a delegation of a Partner’s Chief Executive role as a Qualified Person under Section 36 of the Act.

## **18 Variation**

- 18.1 The variation/change control provisions in this Clause shall apply as a means of developing and refining the Partnership Arrangements and Services delivered under this Agreement and fulfilling the objectives of this Agreement.
- 18.2 If at any time during the term of this Agreement either Partner requests in writing any material change to the ways in which the Service is delivered; including the nature and/or extent of the facilities/accommodation used, or to, the terms of the Agreement, both Partners shall approach the Section 75 Strategic Board for its opinion on any such variation. The Section 75 Strategic Board’s Opinion will be considered by the Partners when deciding the material change.
- 18.3 If any requested variation/change cannot be agreed or the terms of its implementation cannot be agreed by the Partners, either Partner may refer the variation/change to the Dispute Resolution procedure at Clause 15.1 to 15.3.
- 18.4 If any change or proposed change in the contractual arrangements between either of the Partners and another organisation has or may have an impact on the performance of the Council’s Functions or NHS Functions pursuant to this

Agreement the Trust shall immediately call a meeting of the Section 75 Strategic Board, which shall review whether the Agreement can continue.

**19      Publicity**

19.1      Prior to the issue of any press release or making any contact with the press on any issue which might attract or is attracting adverse media attention such that the public reputation of either or both the Partners could be affected the Partners shall consult with each other to agree a joint strategy for the release and handling of the issue.

**20      Sub-Contracting/Assignment/Novation**

20.1      The Partners acknowledge that neither of them shall be entitled to Assign, Novate or Sub-Contract the whole or part of their rights or obligations under this Agreement unless permitted or required to do so by any statutory provision or by the Secretary of State for Health in consequence of any transfer of their respective functions to another body or agency.

**21      Termination**

21.1      This Agreement shall cease and determine absolutely one 1 year following the Commencement Date unless extended by twelve (12) month rolling periods as per Clause 21.2 below

21.2      The Partners may agree in writing three (3) months prior to the end of the Term to extend this Agreement for a twelve (12) month period. Prior to the end of such twelve (12) month period the Partners may subsequently agree in writing to further twelve (12) month extensions of this Agreement. For the avoidance of doubt the Agreement may only be extended by twelve (12) months at a time.

21.3      Either Partner may terminate this Agreement by the giving of twelve (12) months written notice of termination to the other Partner

21.4      Each Partner may at any time give notice in writing to the other Partner terminating this Agreement as from the date of service of such Notice whenever the following events occur:

21.4.1      there is a Fundamental Breach by the other Partner of any provision thereof;

- 21.4.2 a Partner (other than that giving notice) commits a breach of any of its obligations hereunder which is not capable of remedy or if capable of remedy has not been remedied within a reasonable time after receipt of written notice from the Partner serving the termination notice requiring it to remedy the breach;
  - 21.4.3 any change in law or legislation as a result of which it is unable to fulfil its obligations hereunder;
  - 21.4.4 its fulfilment would be ultra vires and the Partners shall be unable to agree a modification or variation to this Agreement so as to bring the specific matter within its powers.
  - 21.4.5 Any failure to agree a change in funding in accordance with Clause 2 of schedule 6.
- 21.5 In the event of termination, that Partner will still be responsible for any indemnity given under this Agreement for a claim that is made after the termination, removal or withdrawal.

## **22 Termination Arrangements and Consequences of Termination**

- 22.1 In the event of termination of this Agreement as per Clause 21 above:-
- 22.1.1 there shall be an end of the exercise by the Trust of the Council's Functions and the Council's participation in the NHS Functions in such a manner as to ensure orderly and economic hand over to the Council or any new provider of the Council's Functions, continuity of provision of the NHS Functions by the Trust and continuity of health/social care to individuals receiving care under the Partnership Arrangements at the date of termination;
  - 22.1.2 a mutually acceptable hand over period will be agreed between the Partners and any new provider of care;
  - 22.1.3 where the termination is by expiry of the Term or otherwise by agreement, the additional costs of termination will lie where they fall;

22.1.4 any assets used in connection with the Partnership Arrangements shall remain in the ownership of the Partner which purchased it and shall be returned to that Party.

22.1.5 All Seconded Employees secondments will terminate and all Seconded Employees will return to the Council unless in the case of any individual Seconded Employee alternative arrangements are agreed by the Council, the Trust and such employee and if any of the partners do not agree then the Seconded Employee would return to the Council.

22.1.6 The Council shall transfer to the Trust all records in its possession relating to the NHS Functions

22.1.7 Overspends on termination of the Agreement do not apply given each organisation retains responsibility for their own delegated budgets

22.1.8 Underspends on termination of the Agreement do not apply given each organisation retains responsibility for their own delegated budgets

22.1.9 The Council shall be entitled to direct any underspends to the following purposes:-

i) to meet any obligations under existing contracts

ii) to defray the costs of making any alternative arrangements for Service Users; and

iii) to meet the costs of any redundancies arising from termination of the Partnership Arrangements

## **23 Quarterly and Annual Reporting and Management Reviews**

23.1 The Partners shall conduct a preliminary review of the Partnership Arrangements in this Agreement after three (3) months through the Performance and Operations Sub Group and a full review of the Section 75 agreement will be arranged between all partners through the Board. Thereafter the Partners will review the operation of the Partnership Arrangements annually taking account of any recommendations made by the Board.

- 23.2 This Agreement and the Partnership Arrangements shall be reviewed quarterly by the Performance and Operations Sub Group who shall meet for this purpose. The Performance and Operations Sub Group will send to the Section 75 Strategic Board a quarterly summary report on the operation of this Agreement detailing any areas that require attention by the Partners and a recommended improvement plan to address them.
- 23.3 The Performance and Operations Sub Group will meet on a bimonthly basis to consider progress on achieving the performance targets outlined in Schedule 16 “Information and Monitoring Requirements for Performance of Local Authority Service Delivery” and the annual performance and quality statement as referred to in that Schedule and will ensure that an improvement plan is put in place and implemented if targets are not being reached.
- 23.4 The Board shall review this Agreement and its operation annually and shall be provided with a report from the Chair of the Performance and Operations Sub Group to facilitate this review.
- 23.5 Subject to any statutory provisions, the Partners shall jointly consider any report relating to the Service issued by any duly authorised body and co-operate in responding promptly. Subject to Clause 18 (Variation), the Partners shall co-operate in implementing any accepted recommendations.

## **24 Complaints Handling**

- 24.1 Subject to statutory requirements, the Partners will co-operate in drawing up and implementing an integrated complaints procedure for the Partnership Arrangements. The principles for the integrated complaints procedure can be found at Schedule 17

## **25 Confidentiality**

- 25.1 Each Partner undertakes to treat as confidential all information of a confidential nature concerning the business or affairs of the other Partner and its patients, clients, volunteers, employees, consultants and contractors received in connection with the negotiation or performance of this Agreement and shall not disclose it to third parties without the consent of the other, unless and until it becomes part of the public domain otherwise than by breach of any obligation in or arising from this Agreement. Nothing in this

sub-Clause shall prevent either of the Partners disclosing such information as required by Parliament or to those with statutory powers to require such disclosure or in accordance with the Code of Practice on Openness in the NHS or within the NHS and Department of Health in accordance with Department of Health policy. Each Partner shall immediately notify the other of any breach of security or suspected breach of security which comes to its notice in relation to any confidential information and any data obtained, held or maintained in relation to this agreement and shall co-operate with the other Partner in undertaking any investigation that either Partner reasonably considers necessary to undertake as a result of any such breach or suspected breach.

## **26 Notice**

26.1 Any notice required to be given under this Agreement shall be in writing and may be served by sending the same to the other Partner at the address given at the beginning of this Agreement, in the case of the Trust addressed to the Chief Executive and in the case of the Council addressed to the Executive Director, People Directorate, or at such other address as that Partner may notify to the other Partner for the purpose of such service.

## **27 Information Sharing**

27.1 The Partnership Information Sharing Protocol at the date of this Agreement is incorporated at Schedule 13.

27.2 In respect of the ownership, access to and maintenance of all Health and Social Care Records held by or in the possession or control of either or both Partners, the provisions of the Partnership Information Sharing Protocol shall apply.

27.3 The Partners recognise that they will need to develop and agree the Partnership Protocol for the purposes of sharing of relevant information so as to ensure compliance with:

27.3.1 the Data Protection Legislation

27.3.2 the Freedom of Information Act 2000;



- 27.3.3 guidance on information sharing as described in the "Guidance on the Section 75 Partnership Arrangements" referred to in HSC 2000/010 and other relevant guidance;
  - 27.3.4 the principles of confidentiality that apply to the health and social care of individuals;
  - 27.3.5 the common law rules of confidentiality; and
  - 27.3.6 any information which is to be shared by reference to any protocol under the Crime and Disorder Act 1998;
  - 27.3.7 the requirements for safeguarding adults and children.
- 27.3.8 The Network and Information Systems Regulations 2018 (NIS regulations) for appropriate and proportionate cyber security measures.

27.4 Such principles and protocol shall be observed and shall operate to ensure that the objectives of the Partnership Arrangements are met and that the health and social care needs of individuals in respect of which the Partnership Arrangements may be exercised are not denied or hindered.

**27A Health and Social Care Records**

27A.1 The Trust shall make available to the Council its current and archived Service User files from the Commencement Date. The Council shall hold and be responsible for maintaining and the safe keeping of the Service User files for the Term in accordance with the Data Protection Legislation.

27A.2 The Council shall be responsible for facilitating Service Users in accessing their personal data under the Data Protection Legislation.

**28 Intellectual Property**

28.1 Neither Partner shall infringe or otherwise violate intellectual property rights belonging to the other Partner or any third person, including but not limited to any such right deriving from any trademark, copyright, design or patent, or right in any trade secret or proprietary information, or any other intellectual property right.

In the absence of any express agreement in writing between the Partners to the contrary all intellectual property rights in documents produced by either Partner for the purposes of or in connection with this Agreement shall belong to the Partner producing the same.

**29 Anti-Discrimination and Equal Opportunity**

29.1 In providing the Service, the Partners shall

29.1.1 not discriminate directly or indirectly or by way of victimisation or harassment against any person on grounds of colour, race, nationality, or ethnic or national origins, or on grounds of disability, or on grounds of sex or sexual orientation, or on grounds of religion or belief or on grounds of age, contrary to the Equality Act, (“the Equality Act”); and/or

29.1.2 observe as far as possible the provisions of the Commission for Race Equality’s Code of Practice in Employment, including but not limited to, those provisions recommending the adoption, implementation and monitoring of an equal opportunities policy and such other codes of practice or such other relevant formal guidance as may from time to time be issued by the Commission for Race Equality; and

29.1.3 for the purposes of ensuring compliance with this Clause, in relation to the Seconded Employees observe as far as possible the provisions of such codes of practice or such other relevant formal guidance as may from time to time be issued by the Disability Rights Commission, the Equal Opportunities Commission or such other authorised regulatory body responsible for equality.

29.2 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the performance of the Councils’ Functions being in contravention of the Equality Act, the Trust shall, free of charge

29.2.1 provide any information requested in the timescale allotted;

29.2.2 attend any meetings as required and permit Seconded Employees to attend;

29.2.3 promptly allow access to and investigation of any documents or data deemed to be relevant;

29.2.4 allow any employees to appear as witnesses in any ensuing proceedings; and

29.2.5 co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

29.3 Where any investigation is conducted or proceedings are brought under the Equality Act which arise directly or indirectly out of any act or omission of the Trust, its agents or sub-contractors, and where there is a finding against the Trust in such investigation or proceedings, the Trust shall indemnify the Council with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such other financial redress to cover any payment the Council may have been ordered or required to pay to a third party resulting from any act or omission of the Trust.

29.4 The Parties will take account of the Human Rights Act 1998 and in performing the Agreement not do anything in breach of that Act.

### **30 Legal Compliance**

30.1 In performing their respective Functions under this Agreement the Partners shall comply with all applicable laws and statutory guidance, codes of practice and like provisions in the performance of the Agreement.

### **31 Data Protection**

31.1 Without prejudice to the general obligation for the Partners to ensure compliance with all applicable laws and statutory guidance, codes of practice and like provisions in the performance of the Agreement the Partners shall at all times comply with the provisions of the Data Protection Legislation.

**32**      **Force Majeure**

32.1      Neither Partner shall be liable for any delay or failure to perform in part nor in whole their respective Functions under the Agreement as a consequence of the occurrence of any Force Majeure.

32.2      For the purposes of this Clause the expression “Force Majeure” shall include without limitation any cause beyond the reasonable control of the Partner seeking to rely on this Clause, including fire, natural disaster, flood, shortage or delay of power, fuel or transport, irresistible force or compulsion, or any overwhelming power, any national emergency, civil commotion, explosion, war, prohibitive act of Parliament, prohibitive governmental regulations or any other contingency (except strike action) beyond the reasonable control of either of the Partners.

**33**      **Rights and Remedies**

33.1      Either Partner shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights or remedies and each Partner shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

**34**      **Waiver**

34.1      No forbearance or delay by either Partner in enforcing its respective rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or any breach of any such contractual term will be deemed to be a waiver of any right or of any later breach.

**35**      **Contracts (Rights of Third Parties) Act 1999**

35.1      No term of this Agreement is intended for the benefit of any third party, and the Partners do not intend that any term of this Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**36 Entire Agreement**

36.1 The Agreement constitutes the entire understanding between the Partners relating to the subject matter of the Agreement and, save as may be expressly referred to or referenced herein, supersedes all representations, writings, negotiations or understandings with respect hereto (whether made in writing or otherwise), except in respect of any fraudulent misrepresentation made for on behalf of or by either Party.

**37 Applicable Law**

This Agreement shall be governed and construed by English law and the Partners agree to submit to the exclusive jurisdiction of the English courts.

**38. No Partnership**

Nothing in this Agreement shall be construed and constituting a legal partnership between the Partners or as constituting either Partner as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement

**39. Fair Dealings**

The Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of performance of this Agreement, unfairness to either of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

**40. Set Up Costs**

Each Partner shall bear its own costs of the establishment and performance of this Agreement

**41. Health Watch**

41.1 The Partners shall promote and facilitate the involvement of Service Users, carers and members of the public in decision making concerning the Partnership Arrangements

41.2 The Council shall ensure the effective discharge of its obligations in the establishment of Local Health Watch

41.3 The Council shall ensure its contracts with Service Providers require co-operation with Local Health Watch as appropriate.

#### **42. Survivorship of Terms**

The provisions of the following clauses shall survive termination/expiry of this Agreement:-

- i)\_ Clause 17
- ii) Clause 14
- iii) Clause 22
- iv) Clause 27A
- v) Clause 31

This Agreement was:

**Signed for and on behalf of COVENTRY AND WARWICKSHIRE PARTNERSHIP  
NHS TRUST**

Signature.....

Print Name:.....

Position.....

Date.....

**Signed for and on behalf of THE COUNCIL OF THE CITY OF COVENTRY**

Signature.....

Print Name.....

Position.....

Date.....

## **Schedule 1**

### **Aims and outcomes of the Partnership Arrangements**

#### **Part I: Overall Aims**

1. The overall aim of this Partnership Arrangement is to provide the best possible mental health care for adults and older adults in Coventry through the integration of specific Trust and Council Functions.
2. The integrated mental health service will be delivered in accordance with the Coventry and Warwickshire Partnership NHS Trust's Vision and Values, Strategic Objectives and Care Quality Goals, and the Councils People Directorate Adult Social Care Vision- "to enable people in most need to live independent and fulfilled lives with stronger networks and personalised support".
3. The following national guidance informs best practice in both organisations and the integrated service:-
  - 3.1. Principles central to the National Vision for Adult Social Care (2010): Capable Communities and Active Citizens
  - 3.2. NICE Quality standards, service user experience in Adult Mental Health December 2011
  - 3.3. 'Narrative of Integrated' Care from Integrated Care and Support: Our Shared Commitment, DH May 2013
  - 3.4. Social Work for Better Mental Health: A strategic Statement, DOH January 2016
  - 3.5. Five Year Forward View for Mental Health, Mental Health Task Force 2016
  - 3.6. National health or social care mental health outcomes that are produced during the term of this Agreement.

#### **Part II: Aims of the integrated service**



1. The aims and outcomes of the Partnership Agreement are about effectively delivering an integrated mental health service and the outcomes that service users and carers achieve.

The Partnership Arrangements will ensure that the integrated services:

- 2.1 Are integrated in respect of delivery of access, assessment, support / care planning and reviewing services
- 2.2 Maximise the unique contribution each professional in the integrated service brings to the integrated service.
- 2.3 Minimise the duplication and recording of the integrated work processes in 2.1
- 2.2 Are well coordinated and are flexible and responsive to the individual needs of service users and carers
- 2.3 Are based on personalisation, self-direction, choice and control and are outcome and recovery focused
- 2.4 Involve service users and carers in the planning and delivery of their services
- 2.5 Target services to appropriately meet the needs of service users and carers in accordance with criteria for secondary mental health services and adult social care services
- 2.6 Bring together relevant expertise, knowledge & experience and enable good communication between multi-disciplinary professions
- 2.7 Respond to referrals concerning vulnerable adults in accordance with the Warwickshire Vulnerable People Allocation Framework protocol

### **Part III: Outcomes**

- 1 The outcomes to be achieved through the Partnership Arrangements are:-

- 1.1 The integrated age independent mental health service for adults is based on the vision, values and strategic objectives of both Partners including;
  - 1.1.1 personalisation and social and health based recovery approaches that promote health and well-being,
  - 1.1.2 care and treatment that ensures effective person centered clinical outcomes,
- 1.2 Well-being is promoted in specific areas and social care and support needs are met in accordance with the Care Act 2014.
- 1.3 Interventions are co-produced with individuals, families, friends, carers and the community in the integrated services.
- 1.4 Interventions contribute to developing individual resilience and help promote self-reliance and independence
- 1.5 Carers needs for care and support themselves are prevented or delayed
- 1.6 Service users and carers have high levels of satisfaction with and experience of the integrated service.
- 1.7 Cases are allocated to the most appropriate professional in the integrated service
- 1.8 The delegated statutory roles of the Council are fulfilled..
- 1.9 A positive image of people with mental health problems is promoted and discrimination is actively challenged and equality is promoted.
- 1.10 Vulnerable service users are safeguarded from harm and abuse.
- 1.11 The integrated mental health service is well governed with defined management and governance frameworks and a sustained programme of organisational development.
- 1.12 The statutory mental health duties and delegated social care functions of the Council are well managed and coordinated.
- 1.13 Key health and adult social care performance targets for the integrated service are set, managed and delivered
- 1.14 There are clear professional support and management arrangements for all staff in the integrated service.

- 1.15 Staff from all disciplines in the integrated mental health service are valued and enabled to maximize their contribution towards delivering excellent services.
- 1.16 Social workers in the integrated mental health service use their professional skills as defined by the Chief Social Worker for Adults and the Social Work for better Mental Health Strategic Statement, DH 2016.
- 1.17 Financial resources are used efficiently and effectively and in accordance with the financial framework of this Agreement.

## Schedule 2

### Partnership Agreement Strategic Governance Arrangements

#### (A) Section 75 Strategic Board

##### 1. Purpose of the Board

- 1.1 The purpose of the Board is to provide a forum for discussion and resolution at a senior management level for any matter arising in or around the Section 75 Agreement, and in particular to provide assurance to both Council Cabinet members and Trust Non Executive Board members, as to the integrity and operation of the Agreement.
- 1.2 The Board will consider organisational changes in either organisation which either Partner thinks may effect the operation of the integrated service, service outcomes or seconded staff. Risks and opportunities of proposed changes will be scoped and taken account of.
- 1.3 The Board will bring to the attention of the Trust's Board and the Council's Cabinet, via their own governance structures, any proposals that might require amendment to the Partnership Agreement. Variations to the Partnership Agreement will be in accordance with Clause 18 of the Agreement.
- 1.4 The Board has the overall responsibility to ensure that the integrated services deliver agreed health and social care and support service outcomes and that the services are well governed and in accordance with this Agreement.
- 1.5 At every Board meeting, the Board will receive a report from the chair of the Section 75 Performance and Operations Sub Group outlining how well the integrated services are performing against agreed service targets along with plans for improvements if targets are not reached.
- 1.6 At every Board meeting, the Board will receive a report from the chair of the Section 75 Safeguarding Operational Group, which provides information on

how well the protection of adults with care and support needs from abuse and/or neglect is undertaken

- 1.8 A report summarising the performance of the Section 75 Agreement will be submitted from the Board to the Council's Adult Social Care and Health Overview and Scrutiny Committee, the Council's Corporate Board and the Trust's Board meeting once a year.
- 1.9 The Board may combine with the Warwickshire Section 75 Strategic Board. However decisions pertaining to the Coventry Section 75 Partnership Agreement will be made by the Head of Social Work- Mental Health and Sustainability and the Assistant Director of Operations in the Trust.
- 1.10 The chart in Appendix 1 to this Schedule sets out the strategic governance structure.
- 1.11 The chart in Appendix 2 to this Schedule sets out the assurance and decision making protocol.

## **2. Constitution of the Board**

### **2.1. Title**

- 2.1.1 The meeting will be called the Section 75 Strategic Board.

### **2.2. Powers**

#### 2.2.1 The Board:-

- i) may request reports from either Partner on any matter;
- ii) may establish subcommittees or working groups to undertake specified tasks allocated to the Board;
- iii) will constitute the second stage of the dispute resolution procedure;

iv) may make decisions upon issues arising out of the Section 75 Agreement when that issue is referred to it by either or both Partners.

2.2.2 The decision making members of the Board, i.e. the Director of Operations in the Trust and the Assistant Director, Adult Social Care, have the delegated authority to make decisions relating to this Agreement and they are accountable to the Trusts Board and Councils Management Board respectively for those decisions.

2.2.3 This schedule should be read in conjunction with Clause 3 of this Agreement.

### **2.3. Membership**

2.3.1 The decision making members of the Board are:

- Head of Social Work- Mental Health and Sustainability Adult Social Care in the Council.
- The Director of Operations in the Trust.

2.3.2 Members reporting to the Board are:-

- Associate Director for Secondary Care Mental Health Service in the Trust.
- The Operational Manager for Secondary Community Mental Health Care in the Trust
- The General Manager for Mental Health Services- Adult Social Care
- Divisional Clinical Lead for safety, quality and governance in the Trust

2.3.3 Other representatives may be invited to attend from time to time at the discretion of the Director of Operations of the Trust or the Head of

Social Work- Mental Health and Sustainability- Adult Social Care in the Council and by notice to whoever is the chair of the Board at the time.

2.3.4 Delegates may attend in place of members reporting to the Board with the agreement of a decision making member of the Board. A delegate must be able to report back in accordance with paragraph 1.3 of this Schedule.

### **3. Chair**

3.1 The Board Chair will rotate annually between the Director of Operations of the Trust and Director, Adult Social Care in the Council commencing with the former.

3.2 Secretarial support, where agreed necessary, will also rotate annually between the Partners to reflect the chair as above and location.

### **4. Meetings**

4.1 The Board will meet at least four times a year as a minimum. If either Partner wishes additional or further meetings they shall notify the other Partner who shall agree to the meeting.

### **5. Performance and Quality Statement**

5.1 The Board will consider and agree a performance and quality statement which specifies the annual objectives, targets and steps that must be taken to achieve the agreed outcomes to be delivered pursuant to this Agreement. This will include national PIs and agreed local PIs and incorporate requirements to secure the delivery of health and social care within the Integrated Services as specified in the Section 75 Agreement and its schedules and further requirements as agreed by the Board.

5.2 In accordance with 1.3 above a written quarterly performance report will be submitted by the Performance and Operations Sub Group to the Board along with an improvement plan if required which will enable the Board to judge

whether the integrated services is achieving the agreed objectives and outcomes that have been set. The Performance Scorecard and outcomes of quality audits will support the performance report.

## **6. Agenda**

- 6.1 The agenda will be agreed by the Partners and will be circulated at least 1 week before the meeting.

## **7. Minutes**

- 7.1 The minutes will be prepared by the secretary to the chair and distributed within ten (10) working days of the meeting and ratified at the following meeting.

## **8. Amendments to Constitution**

- 8.1 The Constitution may be varied provided that such variations are agreed and endorsed by the Board and recorded as such in the minutes.

## **9. Leaving the Board**

- 9.1 A member of the Board shall cease to be a member if:-

- 9.1.1 he or she notifies the Board of a wish to resign;

- 9.1.2 he or she ceases to be an employee of the Council or the Trust.

## **10. Access to Information**

- 10.1 The Board meetings shall not be open to the public.

## **11. Tasks**

- 11.1 As indicated in this Schedule and Clause 2 of the Agreement.

## **12. Notices**



- 12.1 Any Notice required to be served on any member of the Board shall be in writing and shall be served by the Chair on any member either personally or by sending it through the post to their employment address.
- 12.2 Notice of meetings shall normally be sent fourteen days in advance and in any event not less than three clear days before the date of the meeting.

### **13. Dissolution**

- 13.1 Upon the operation of Clause 21 of the Agreement the Board shall dissolve.

## **(B) Section 75 Performance and Operations Sub Group**

### **1. Purpose of the Section 75 Performance and Operations Sub Group ("Sub Group")**

- 1.1 The purpose of the Sub Group is to report on the operation of the Partnership Arrangements to the Board and specifically to:-

- 1.1.1 Put together an annual performance and quality statement in accordance with 5.1 in this Schedule and Schedule 16 Performance and recommend it to the Board.

- 1.1.2 Receive and consider the monthly performance scorecard and required performance reporting as laid out in Schedule 16 Performance and put in place an improvement plan to achieve targets if they are not being met.

- 1.1.3 Provide a written quarterly report to the Board on progress on achieving the targets as laid out in the annual performance and quality statement and in the performance scorecard along with any improvement plan that has been necessary to put in place.

- 1.1.4 Consider and include in the report to the Board how well the integrated services are performing and any operational issues that need to be addressed along with proposals to rectify them to the Board.

- 1.1.5 Include in the written report to the Board any proposals that may require the amendment to any of the Partnership Arrangements.
- 1.1.6 Ensure that the service and clinical governance and performance management of the integrated service is embedded in the Trust's Business and Governance arrangements.
- 1.1.7 Ensure that any financial matters relating to the operation of the integrated services are considered on a quarterly basis and reported to the Board.
- 1.1.8 The Performance and Operations Sub Group may combine with the Coventry Performance and Operations Sub Group. However decisions that can be made at this level pertaining to the Warwickshire Section 75 Partnership Agreement will be made by the Council's Service Manager Mental Health and the Trust's General Manager for Integrated Community Services

## **2. Membership**

2.1 The core membership of the Performance and Operations Sub Group is:-

- Associate Director for Secondary Care Mental Health Service in the Trust
- Council's Mental Health Service Manager.
- The Trust's General Manager for Integrated Community Services
- The Council's Mental Health Operations Managers
- Locality Managers for integrated community mental health services from the Trust
- Trust Manager for Crisis Home Treatment Services

This core membership constitutes the Performance and Operations Sub Group - Business and considers matters detailed in 4.2 of this schedule.

2.2 In addition, attending each quarterly Performance and Operations Sub Group to consider performance information are

- The Trust's performance representative.
- The Council's performance representative
- the Trust's safeguarding lead
- The Council's Lead Practitioners
- The Trust's Crisis Team Managers
- The Trust's Team Managers of integrated mental health teams in the community

This group is called the Performance and Operations Sub group - Performance.

- 2.3 Attending quarterly Performance and Operations Sub Group - Business meeting as required are:-
- The Council's HR representative
  - The Trust's HR representative
  - The Council's financial representative
  - The Trust's financial representative
  - Other representatives as the core membership agree.
- 2.4 The core membership of the Performance and Operations Sub Group may form task and finish groups for specific tasks relating to the improvement or monitoring of the delivery of the integrated service and.

### **3. Chair**

- 3.1 The Performance and Operations Sub Group Chair will be the Associate Director for Secondary Care Mental Health Service in the Trust.
- 3.2 Secretarial support will reflect the chair as above.

### **4. Meetings**

- 4.1 The Performance and Operations Sub Group meets quarterly to consider performance as set out in Schedule 16 Performance. This meeting is called the Performance and Operations Sub Group - Performance.
- 4.2 The Performance and Operations Sub Group meets bimonthly to consider the Partnership Arrangements, the quarterly report to Board and operational issues related to the delivery of integrated mental health service. This meeting is called the Performance and Operations Sub Group - Business.
- 4.3 On a quarterly basis any financial matters relating to the integrated services will be considered.
- 4.4 The Performance and Operations Sub Group will set up task and finish groups to address specific issues relating to the delivery of integrated services to ensure that speedy resolutions are sought. Each partner organisation will ensure that appropriate staff are available for this purpose
- 4.5 If either Partner wishes additional or further meetings they shall notify the other Partner who shall agree to the meeting.

### **5. Agenda**

- 5.1 The agenda will be agreed by the Partners and will be circulated at least 1 week before each meeting.

**6. Minutes**

- 6.1 The minutes will be prepared by the minute secretary and distributed within ten working days of the meeting and ratified at the following meeting.

**C SECTION 75 SAFEGUARDING OPERATIONAL GROUP**

1. The undertaking of adult safeguarding activity responsibilities in the integrated mental health service is monitored by the Section 75 Safeguarding Operational Group which is a sub-group of the Section 75 Performance and Operations Group (Business) which in turn reports to the Section 75 Strategic Board.

**2. Purpose**

The purpose of the group is to;

- have operational oversight of adult safeguarding operations within the integrated mental health service and monitor performance
- ensure that the roles and responsibilities detailed in schedule 15 are undertaken satisfactorily and are compliant with the Care Act 2014
- receive and consider the quarterly adult safeguarding monitoring data produced by the Trust for Warwickshire safeguarding activity
- to provide reports based on this data to the Section 75 Performance and Operations Group (Business) and the Section 75 Strategic Board.
- to share the reports with the Trust's Safeguarding Strategic Group, the Council and operational managers in the integrated mental health service responsible for delivering the Adult Safeguarding service
- have oversight of all Warwickshire section 42 safeguarding enquiries, outcomes and recommendations concluded by the Trust
- to ensure the Trust has effective operational arrangements in place to undertake adult safeguarding activity and identify with the Trust ways of quality assuring practice e.g. through audits

**3. Membership**

The section 75 Safeguarding Operational Group membership will include Operational leads from the Trust and the Council. A representative may be nominated to attend on behalf of a member. The representative must be able to represent the group members in their absence.

- Operations Manager - Council
- Designated Lead for Safeguarding Adults - Trust
- Professional Lead for Safeguarding - Trust
- Lead Practitioner with Lead for Safeguarding - Council

- Locality Managers - Trust
- Team Managers - Trust
- Acute Services representative - Trust
- Inpatient representative - Trust

#### 4 **Chair**

The chair will be the Council's Social Care Operations Manager.

#### 5 **Meetings**

- 5.1 The Safeguarding Operational Group will meet at least four times a year as a minimum.
- 5.2 If either Partner wishes additional meetings they shall notify the other Partner who shall agree to the meeting.
- 5.3 These meetings will be held prior to the Section 75 Performance and Operations Group (Business) meeting in order to consider reports on safeguarding performance and report onwards to the Section 75 Strategic Board.

#### 6. **Reporting Arrangements:**

- 6.1. The Safeguarding Operational Group will report to:
  - the Section 75 Performance and Operations Group (Business)
  - the Trust Safeguarding Strategic Board

#### 7. **Monitoring data to be provided to the Coventry Adults Safeguarding Board**

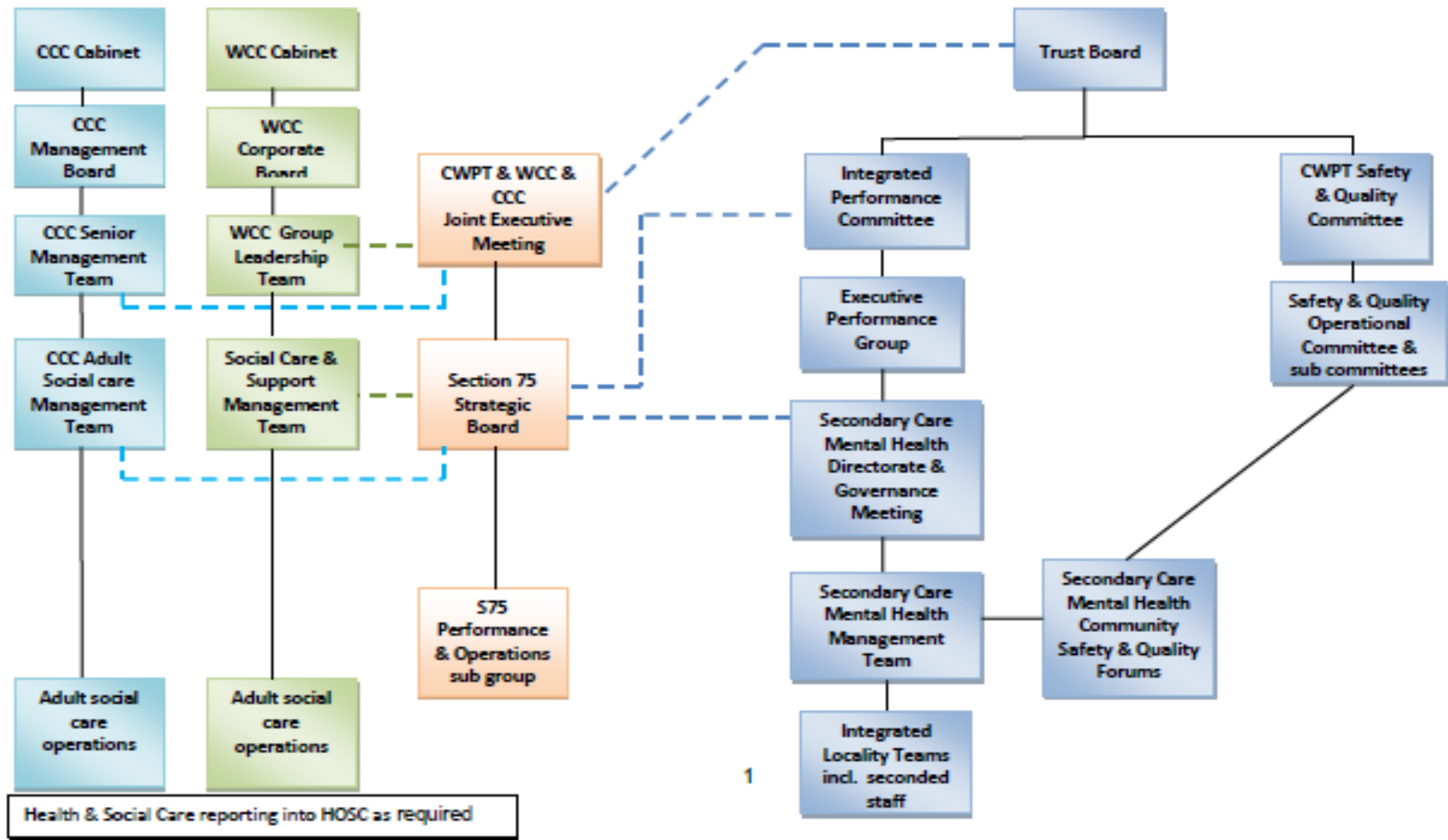
- 7.1 Aggregate data on the incidence and profile of Safeguarding Adults activity within mental health services will be provided to the Coventry Safeguarding Adults Board by the Trust at least annually.
- 7.2 The data must cover as a minimum the mandatory and voluntary requirements of the NHS Digital Safeguarding Adults Collection.
- 7.3 The Trust and Council, working together will ensure that the safeguarding data required in the Section 75 Performance Scorecard agreed by the Board is regularly provided for scrutiny by the Board.

#### **D OTHER MEETINGS OUTSIDE THE GOVERNANCE ARRANGEMENTS OF THE INTEGRATED MENTAL HEALTH SERVICE**

1. The Council's service areas hold monthly Performance, Quality and Budget Service Area Meetings. The Mental Health Performance, Quality and Budget

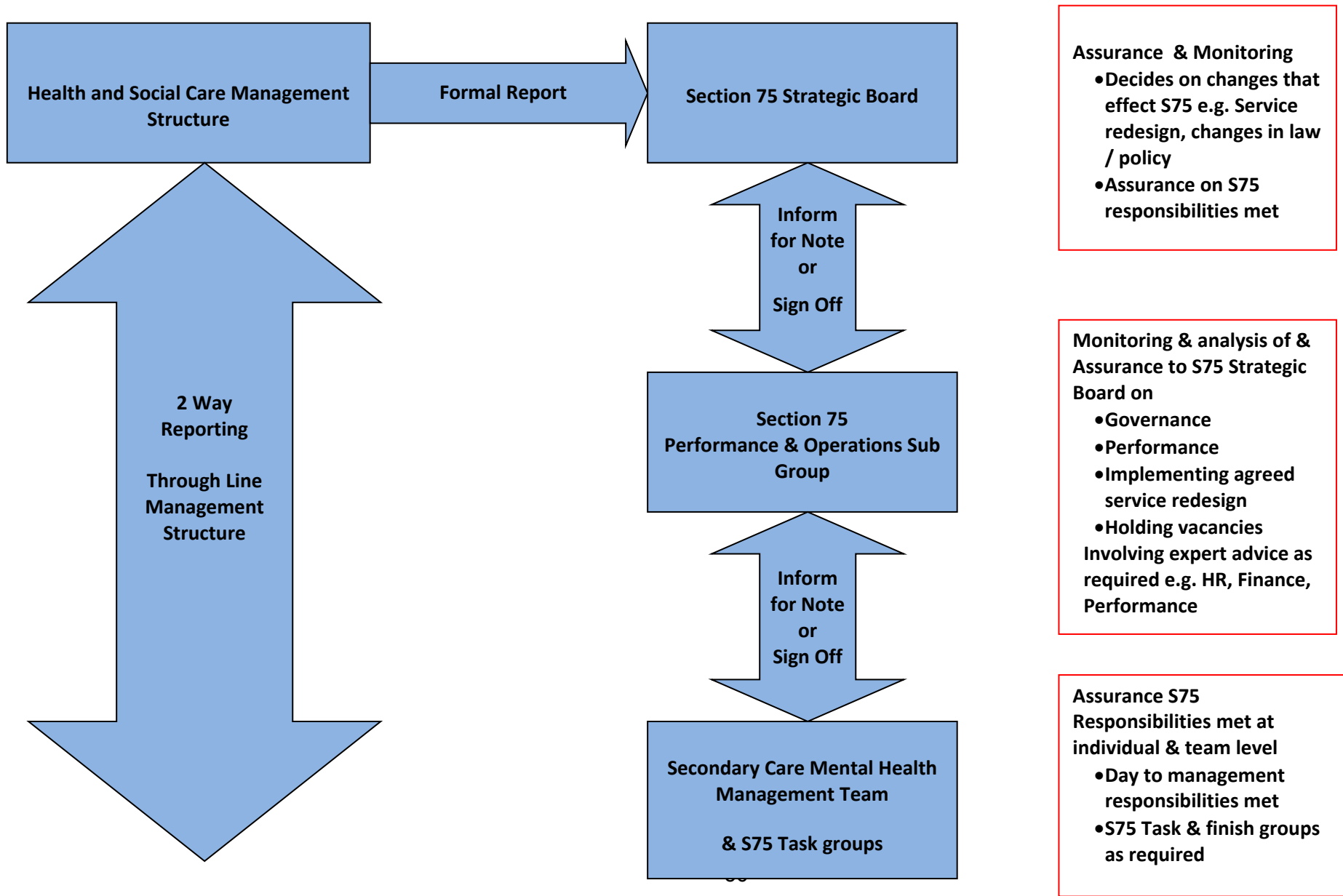
Service Area Meeting has expanded its terms of reference to include Trust representation to facilitate effective communication and exchange of information and support the governance arrangements of the Section 75 outlined in this Schedule.

HEALTH AND WELL BEING BOARD



1

SECTION 75 RESPONSIBILITIES, ASSURANCE AND DECISION MAKING STRUCTURE APPENDIX 2





## **Schedule 3**

### **Integrated Service/Clinical Governance**

#### **1. Introduction**

1.1. The governance arrangements within adult and older adult mental health services in the Trust must ensure the effective health and social care governance of the integrated mental health service. It will ensure that:

1.1.1. the people who use the Trust's services and their carers, are fully informed and involved in all decisions relating to their care, and that their health and social well-being is actively promoted;

1.1.2. services and care constantly seek to modernise and develop, and that they are supported by evidence based procedures and policies;

1.1.3. there is a strong commitment to the delivery of high quality services, underpinned by robust structures and pathways;

1.1.4. it consistently embeds within the organisation the learning outcomes from untoward events, and that risks are understood and managed.

#### **2. Service Governance**

2.1. The Trust's governance and management arrangements will ensure that the Council's delegated Functions are appropriately carried out and in accordance with the Agreement and its schedules. The operational delivery governance is shown in Appendix 1 to this Schedule.

2.2. The Board as outlined in Schedule 2 of the Agreement will monitor and review the proper undertaking of the delegated Functions.

2.3. The Section 75 Performance and Operations Sub Group will ensure that the partnership delivers the integrated service in accordance with Schedule 2 of the Agreement.

2.4. The Council's General Manager for Mental Health will be a member of the Trust's Secondary Care Mental Health Business and Governance Meeting.

2.5. The Council's General Managers of Social Care and Governance will be a member of the Trust's Secondary Care Mental Health Management Team and Secondary Care Mental Health Community Safety & Quality Forums.

### **3. Professional Leadership and Supervision**

3.1. The Council's Head of Social Work- Mental Health and Sustainability will provide the overall professional social care leadership, supported by the Council's General Managers of Social Care and Governance, and Senior Social Care Practitioners to enable the Trust to deliver the Integrated Services and managers in the Trust deliver the social care Functions in the Integrated Services.

3.2. The Senior Social Care Practitioners will provide the professional social care supervision to social care staff as outlined in Schedule 8 Secondment terms and Schedule 10 Joint Operational and Human Resources Protocol.

3.3. Professional supervision to Approved Mental Health Professionals will be provided by the Senior Social Care Practitioners.

### **4. Line Management**

4.1. This paragraph 4 should be read in conjunction with paragraph 11 ("Line Management") and paragraph 12 ("Supervision and Performance Management") of Schedule 8 ("Secondment Arrangements")

4.2. The social care lead is the Council's Head of Social Work -Mental Health and Sustainability, and s/he will report directly to the Director, Adult Social Care of the Council. The Associate Director for Secondary Care Mental Health Service in the Trust will be involved in the Mental Health Service Manager's annual appraisal.

4.3. The Council's Head of Social Work- Mental Health and Sustainability will report directly to the Council's Director, Adult Social Care.

- 4.4. The Council's General Managers of Social Care and Governance will report directly to the Council's Head of Social Work- Mental Health and Sustainability.
- 4.5. The Council's Senior Social Care Practitioners will report directly to their Team Manager. They will receive professional support and guidance from a General Manager of Social Care and Governance.
- 4.6. Council Secretarial support and administrative posts wholly involved in providing support to non-delegated Council functions undertaken by the Head of Social Work- Mental Health and Sustainability, General Managers of Social Care and Governance, will report directly to the Head of Social Work- Mental Health and Sustainability or a designated General Manager of Social Care and Governance as directed by the Head of Social Work- Mental Health and Sustainability.
- 4.7. Team Managers, who are registered social workers with the Health and Care Professions Council and employed by the Council, who manage teams within the single line management structure of the Integrated Services will report directly to the line manager of the service within which their team is located, whether that is an employee of the Council or of the Trust. They will receive professional support from a General Manager of Social Care and Governance.
- 4.8. Social Workers, Approved Mental Health Professionals and administrative staff will be line managed within the single line management structure of the Integrated Services. Administrative staff will link directly with the senior Mental Health Administrator (Social Care) and the Council's Administration Department and will receive social care guidance from a Senior Social Care Practitioner. Administrative staff will give priority to supporting Seconded Employees inputting data on the Council's key performance indicators and in so doing contribute to data quality and performance reporting in line with Adult Social Care Outcomes Framework (ASCOF) requirements. Overall day to day management of the Integrated Services will be provided by the Associate Director for Secondary Care Mental Health Service in the Trust.
- 4.9. Team Managers will be responsible for management and supervision of staff in their team regardless of their employer as outlined in Schedule 8

Secondment Arrangements and Schedule 10 Joint Operational and Human Resources Protocols.

4.10. Professional supervision will be provided by Senior Social Care Practitioners as outlined in Schedule 8 Secondment Terms and Schedule 10 Joint Operational and Human Resources Protocols.

4.11. Employees from the Carers' service within the Council who provide a service to the integrated mental health service receive line management from the Carers service within the Council.

4.12. Out of normal office hours support and guidance to staff in the Integrated Services will be provided via the Trust's on call service.

**5. Responsibilities, within the integrated service, of the Council's Head of Social Work- Mental Health and Sustainability**

5.1. Within integrated mental health services, they are:-

5.1.1. Ensuring in partnership and in support of the Trust's managers of the Integrated Services, that quality standards and performance in relation to the delegated social care Functions in the Integrated Services are met.

5.1.2. Holding of, and responsible for, the Council's mental health social care and support budgets and the budget for seconded social care staff in the Integrated Services. The social care and support budgets for older people services are held by and the responsibility of managers in the Council's Older People's services.

5.1.3. Overseeing the Approved Mental Health Professional and Deprivation of Liberty Safeguard functions, with the support of the General Managers of Social Care and Governance.

5.1.4. Reassurance to the Director, Adult Social Care in the Council regarding the continuity and alignment with Adult Social Care standards and direction in the Council.

5.1.5. Ensuring that the seconded social care staff have appropriate Criminal Records Bureau checks and Health and Care Professionals Council registration.



**6. Legal advice**

- 6.1. Legal advice to Approved Mental Health Professionals and in connection with delegated social care Functions will remain the responsibility of the Council. Access to Council legal advice in connection to delegated social care functions

**Delivery of the Section 75 Partnership Agreements for integrated mental health services  
between  
Warwickshire County Council and the Coventry and Warwickshire Partnership NHS Trust  
and  
Coventry City Council and the Coventry and Warwickshire Partnership NHS Trust**

**Head of Social Care & Support, WCC**

*Key responsibilities for S75:*

- Strategic development of MH in adult social care and support services
- Overall legal responsibility for delivery of adult social care
- Non delegated social care functions
- Adult social care and support budgets
- Local Authority MH Act responsibilities
- Keeping partners informed of organisational changes

**Head of Social Work – Mental Health and Sustainability/ Director Adult Social Care CCC**

*Key responsibilities for S75:*

- Strategic development of MH in adult social care and support services
- Overall legal responsibility for delivery of adult social care
- Non delegated social care functions
- Adult social care and support budgets
- Local Authority MH Act responsibilities
- Keeping partners informed of organisational changes

## **Director of Operations, CWPT**

*Overall responsibility for S75:*

- for delivery of delegated social care functions in partnership with Councils
- Keeping partners informed of organisational changes

## **Associate Director MH, CWPT**

*Key responsibilities:*

- Operational delivery of delegated social care functions
- Operational management of seconded staff
- Compliance of the S75 Agreement & its schedules
- Delivery of progress report to S75 Strategic Board incl. S75 performance scorecard & improvement plans

## **Service Manager, MH, WCC**

*Key MH responsibilities, incl. non-Section 75 [50% time]:*

- Governance and performance oversight, including identification and delivery of mitigation plans where needed. (Includes maintenance of appropriate dataset on CareFirst or equivalent system. Ensuring effective delivery of local authority responsibilities for statutory mental health act functions, AMHPs, Guardianship and DoLS/BIA services
- Management of professional leadership for adult social care and required checks and registrations (e.g. HCPC).
- Resource and financial management, MH community care purchasing and staffing budgets.
- Reassurance to Head of SC&S re. service continuity & alignment with ASC standards &



direction

## **General Manager- Mental Health Services Coventry City Council**

*Key MH responsibilities,*

- Governance and performance oversight, including identification and delivery of mitigation plans where needed.
- Ensuring effective delivery of local authority responsibilities for statutory mental health act functions, AMHPs, Guardianship and DoLS/BIA services
- Management of professional leadership for adult social care and required checks and registrations (e.g. HCPC).
- Resource and financial management, MH community care purchasing and staffing budgets.
- Reassurance to Hed of Social Work- Mental Health and Sustainability re. service continuity & alignment with ASC standards & direction

## **Schedule 4**

### **The Integrated Mental Health Service**

This schedule describes the services of both partners that constitute the Integrated Service.

#### **A. The Council's Services**

1. The Council's adult social care services that will be part of the Integrated Service include:-
  - 1.1. Advice and Guidance on mental health services and management of mental health condition.
  - 1.2. Statutory duties to carry out assessment of need for Care and / or Support Services and identify eligible needs.
  - 1.3. Arranging services to meet eligible needs either via a provision of a direct payment, directly purchasing home support, residential care or other services.
  - 1.4. Provision of monitoring, support and reviews to ensure services are reduced or increased as appropriate to respond to changing needs.
  - 1.5. Use of Self Directed Support and personal budgets to deliver these responsibilities.
  - 1.6. Safeguarding of adults with care and support needs and children
  - 1.7. Provision of social work advice and support in accessing facilities relating to rehabilitation, including occupational, social, cultural and recreational activities.
  - 1.8. Provision of adult social care information and advice, including for self-funders
  - 1.9. Identification of the need for and assistance in accessing early intervention and preventative services, such as reablement, occupational therapy, and equipment, or Telecare.

- 1.10. Responding to the rights of and supporting Carers by providing carers services they are eligible for, whether or not the cared for person with eligible mental health needs, chooses to receive mental health services. This will be done in conjunction with the Carers service based and line managed from within the Council.
- 1.11. Provision of Social Care assessment and support planning services to the Substance Misuse service users who also have an appropriate mental health need.
- 1.12. Support to people with Autistic Spectrum Condition, learning disabilities, physical disabilities, and or sensory disabilities, for the appropriate provision of mental health services. Where specialist social care support to people with Autistic Spectrum Condition, learning disabilities, physical disabilities, and or sensory disabilities, other than mental health is required, it will be provided by the Council's appropriate services.
- 1.13. Work with Children's services in ensuring transparent and proactive transition planning.
- 1.14. Identifying needs and risks of children of adult mental health service users, identifying young carers in need of support and referring to children's social care services for support and intervention where necessary.
- 1.15. Assessment for after-care services review and monitoring.
- 1.16. Receipt of requests for and provision of Social Circumstances Reports.

**2. For clarity Council Services not included in the integrated service:**

- 2.1. The Mental Health Act 1983 (as amended) Health Act 1983 (as amended).
- 2.1.1. Notwithstanding paragraphs 1.15 and 1.16 and 2.2. of this schedule the Council's functions under the Mental Health Act 1983 (as amended) remain the responsibility of the Council including the training and approval of AMHPs. These Functions will be provided by AMHPs within the Integrated Service as well as AMHPs in other Council services that may be included on the AMHP rota.

- 2.1.2. The Trust will support facilitation and enablement for AMHPs to carry out their Approved Mental Health Professional functions and their duties and responsibilities for the protection, care and treatment of people with mental illness.
- 2.2. The Mental Capacity Act 2005 - Deprivation of Liberty safeguard (DOLS)
  - 2.2.1. Notwithstanding paragraph 3.2 of this Schedule the Council retains its function as a "Supervisory Body" for overseeing the Mental Capacity Act Deprivation of Liberty safeguards in its locality. This includes its function to commission and coordinate assessment process and appoint its assessors. The Council retains its responsibility for granting standard authorisations and appointing relevant persons responsibilities for people issued with a deprivation of liberty authorisation.
  - 2.2.2. The Trust will support facilitation and enablement for secondees to carry out the Deprivation of Liberty Safeguarding functions.

## **B. The Trust's Services**

- 1. The Trust services that will be part of the Integrated Service are those provided by the Age independent secondary community mental health services which are:-
  - 1.1. Single Point of Entry to Secondary Mental Health services
  - 1.2. Acute Integrated Practice unit which includes Crisis Resolution Home Treatment Service
  - 1.3. Integrated Practice Unit for services provided under Care clusters 3-8 (non psychoses)
  - 1.4. Integrated Practice Unit for services provided under Care clusters 10-17 (psychoses) which also includes rehabilitation services
  - 1.5. Integrated Practice Unit for services provided under Care clusters 18-21 (dementia); The Dementia Team
- 2. The integrated practice units will be locality based.

## **Schedule 5**

### **The Service Description**

#### **A. Assessment and Support Planning**

##### **1. Referrals Process**

1.1. The Council's community care service will be delivered in accordance with the requirements and eligibility criteria of the Care Act 2014, and its supporting regulations and statutory guidance, Mental Health Legislation and Code of Practice on assessment under section 117 of the Mental Health Act, and current assessment and support planning guidance in mental health services in the Council

2. The Trust will ensure that persons who appear to have care and support needs have direct access to a clear referrals process for the Council's Services. This will be via the Trust's Single Point of Entry. There will be a clear process for referrals that come directly into the Council to be passed into the Trust. Individuals will not be excluded from this process through lack of diagnosis. Where a person's needs can be met through accessing universal or preventative services, appropriate information, guidance and signposting will be provided by the Single Point of Entry.

2.1. The process for the public's access to referrals shall be publicised by the Trust.

2.2. The Trust will ensure that the referral process and response times comply with the Council's relevant service standards in force for the duration of the Partnership Agreement.

2.3. Routine referrals process, excluding emergency and crisis referrals, must be available at a minimum by telephone, email or post, Monday – Friday 9.00 am to 5.00pm.

2.4. Outside of these hours, the AMHP service, can be accessed via the Trusts Crisis Service.

2.5. The Trust's Crisis Service will also respond to other urgent mental health needs and services that form part of the integrated services described in

this Agreement, outside of the usual office hours set out in 2.3 of this Schedule.

- 2.6. Other urgent out of hours social care referrals for support which would not normally be provided by the integrated mental health service outside of, the usual office hours set out in 2.3 of this Schedule, can be made via the Council's Emergency Duty Service rota (For clarification the council's Emergency Duty service is not part of the Integrated Service)
- 2.7. There will be a clear process for passing on referrals received by the Council to the Trust, where it appears that referral criteria for services provided by the integrated community mental health service are met.

### **3. Contact and Outcomes Assessment**

The Trust shall, within its initial assessment process, carry out assessment of people's care and support in accordance with Care Act 2014 requirements, and the Council's assessment policy and procedures.

- 3.1. The Trust shall carry out assessment of needs of persons referred to it in accordance with the Council's assessment policy and procedures.
- 3.2. The Trust shall comply with the Council's relevant service standards in force at the time governing the urgency and priority with which the assessment for social care needs is started and completed and within which the services are provided by the Council.
- 3.3. The time spent by service users waiting for an assessment and service provision shall reduce over time with waiting times linked to priority of referral. The Board will specify targets to be achieved in line with Department of Health Performance Targets and Council policy.
- 3.4. The Trust when possible will inform service users of the length of time they may wait for an assessment.

In carrying out Care Act 2014 assessments the assessor shall work in partnership with the Service User, carers and professionals to establish the nature of the difficulties experienced by the Service User and his/her needs, strengths, resources and outcomes.

- 3.6 Health and social care needs should be considered jointly within the Care Programme Approach, and agreed through the multi-disciplinary process. [See 7 below]
- 3.7 If during the course of the assessment, it becomes clear that the person being assessed does not suffer from a mental illness or disorder or condition or symptoms associated with a condition, the Trust will work with the Council to ensure that the most appropriate assessment is completed for that individual and if appropriate a support plan is formulated. It is important to note that someone may be eligible for a service from the Council but not the Trust. In these circumstances the Council and the Trust will work closely together to ensure that the person receives a timely and appropriate service to their needs. The Trust will ensure that if there are any concerns of adult abuse or neglect Coventry's Vulnerable Person's Harm Reduction Framework is followed.
- 3.8 The Trust shall ensure that a carer's assessment is offered and undertaken to all carers in line with current legislation accordance with the Care Act 2014 and Council policy. Where carer's assessments are undertaken these will be recorded on the Council's care record system Care Director.

#### **4. Outcome of Assessment, care and support planning, and Provision of Services**

- 4.2 Following the agreement of the Council, the Assessor with the assistance of the Self Directed Support Team, will make a preliminary identification with the service user of the most appropriate way for achieving their social care and support outcomes in accordance with the Council's policies and procedures. To this end the assessor will develop preliminary outcomes focussed care and support plan with the Service User/Carer
- 4.3 The Council's Resource Allocation System, for the time being in place and communicated to the Trust, will be used to determine an indicative budget to guide the potential funding available from the Council. The person's care and a support plan will be developed within the guidelines of the indicative budget. The personal budget, the amount needed to purchase the care and support, is then agreed subject to Council management approval.
- 4.4 The Assessor will then seek to implement the social care and support element of the care plan having followed Council procedures to secure the necessary resources.
- 4.5 When appropriate there will be a joint assessment and development of a care and support plan with clear identification of both health and social care needs which is to be agreed through the multidisciplinary process. Such instances

include assessment, recommendation, care planning and review under section 117 of the Mental Health Act. For those people subject to Section 117 of the Mental Health Act this is of vital importance, since support services will often be jointly commissioned and funded.

- 4.6 The social care, Care & Support Plan should form part of the service user's Care Programme Approach (CPA) care plan. The social care element of the care plan will also be recorded on the Council's care records system Care Director .
- 4.7 Care plans agreed under section 117 of the Mental Health Act form part of the integrated service and will be recorded on the CPA care plan and any social care element will also be recorded on the Council's system.
- 4.8 Carer's support plans will be in line with the Care Act 2014, Council policy and procedures and recorded on the Council's care records system, Care Director
- 4.9 Following an assessment of care and support needs and approval for Council service provision by the appropriate Council's budget holder or their authorised delegated officer, where the Council arranges services directly with third party providers the Council will enter into contracts with those third party providers and undertake the administration of the contracts with these providers in respect of services provided. Any home care arranged by the Council for mental health service users will be compliant with current commissioning arrangements, and set up via the brokerage service. Care homes and nursing homes provision will be from the Council's framework of approved providers, at agreed rates, apart from in exceptional circumstances.
- 4.10 The Council's policies and procedures will be followed for the provision of personal budgets and non-NHS direct payments.

## **5. Reviewing and monitoring**

- 5.1 The Trust will ensure that regular reviews are undertaken of individual's assessments and care and support plans, under the Care Act 2014 and section 117 of the Mental Health Act and in accordance with Council



Functions described in clause 5 of the Agreement and section 117 of the Mental Health Act.

- 5.2 Reviews of assessed needs and care and support plan under the Care Act 2014 and section 117 of the Mental Health Act will evaluate the extent to which the care plan is contributing towards the individual's outcomes, consider cost effectiveness and make recommendations for service continuation or change. This will be done in accordance with agreed procedures.
- 5.3 Where a member of the integrated community mental health team is undertaking a health or social care review, wherever possible all reviews due will be coordinated and undertaken by the same team member.

## **6 Transitions**

- 6.1 In order to facilitate integrated working within and between Trust and Council teams, such as between the Age Independent Practice Units, and Council Social Care and Support Teams, Children's and Adult Teams, the Trust and Council will develop a shared protocol for transitions and use a shared summary of information. This will be subject to agreed joint information sharing protocols.
- 6.2 The protocol for transferring cases between the Older Peoples teams in the Council and the Dementia Team in the Trust is in Appendix A of this schedule.

## **7. Care Programme Approach (CPA)**

- 7.1 The Trust will adopt the CPA in respect of service users eligible for CPA, including those with entitlements under section 117 of the Mental Health Act .Wherever possible the CPA framework should be used to meet the Council's functions of needs assessment and care and support planning under the Care Act 2014.
- 7.2 Forms and processes for all the aspects of Assessment, Support Planning and Review will be agreed between the Trust and the Council and incorporated into the CPA process. Where additional social care forms and processes are required for care and support planning over and above those

used in CPA ( e.g. to determine an individual's indicative budget and personal budget through the Resource Allocation System) this will be agreed between the Council and the Trust and implemented by the partners strategically and operationally.

7.3 The provision of Services, including those provided under section 117 of the Mental Health Act shall be recorded by the Trust as a Care Plan in accordance with the CPA. In line with clause 8.2 about services provided by the Council, these will be recorded in line with the minimum data set required to be recorded on council systems

7.4 For those service users who, following assessment, do not require secondary mental health services but who are eligible for the Council's social care and support services an allocated worker will be identified within the relevant IPU / mental health team to undertake, social care and support planning and review in accordance with assessment and support planning requirements.

## **8.0 Council Procedures**

8.1 In respect of work in connection with Council delegated Functions undertaken by the Integrated Service, the Trust shall ensure that it follows all procedures and protocols currently operational in the Council's Adult Social Services in providing the Integrated Service - in particular, Determination of Eligibility for Adults with Care and Support Needs, Meeting Ineligible Needs and the provision of self-directed support and personal budgets.

8.2 The Council's Mental Health Service Manager will work closely with Trust managers in the Integrated Service to ensure that they are aware of and implement such requirements.

## **9.0 Standards & Monitoring Requirements**

9.1 The Trust shall ensure that activity is electronically recorded correctly and in a timely way, on the Trust's case records system. Agreed minimum data requirements to capture specific assessment and care and support planning data are recorded on the Council's care records system, Care Director or any successor, in order to meet the Council's minimum data requirements for reporting to the Department of Health and managing Council resources. Current arrangements to facilitate this will continue.

- 9.2 The Board will consider and, if appropriate, approve further specifications, standards and monitoring requirements for the Integrated Service from time to time.
- 9.3 The Council and Trust will keep under review the streamlining of processes to improve services to service users and carers and reduce duplication.

#### **10.0 Charges for services**

- 10.1 The Trust shall ensure that the delivery of health care through the performance of any Trust Functions pursuant to this Agreement shall remain free at the point of delivery whilst ensuring that Council procedures are followed to facilitate the exercise by the Council of its charging functions.
- 10.2 The Trust acknowledges that the provision of the Council's Services might be the subject of a charge to the Service User.
- 10.3 The Trust will inform Service Users that they will be assessed by the Council's Financial Assessment Team and that a charge may be made for the provision of social care services.
- 10.4 The Trust will work with the Council's Financial Assessments Team to ensure that Service Users receive information about charges for services and are referred for a visit from the Financial Assessment Team to carry out a financial assessment.
- 10.5 The Council will assess and collect the charges.
- 10.6 Following an assessment of need and approval for Council service provision by the appropriate Council's budget holder or their authorised delegated officer, where the Council arranges services directly with third party providers the Council will enter into contracts with those third party providers and undertake the administration of the contracts with these providers in respect of services provided.
- 10.7 The Council's policies and procedures will be followed for the provision of personal budgets and non-NHS direct payments.

#### **B. Services under Part II, III and IV of the Mental Health Act 1983 (as amended)**

## **1. Council and Trust responsibilities**

- 1.1. The Council retains responsibility for its functions under the Mental Health Act 1983 (as amended) notwithstanding those included in the integrated service detailed in Clauses 5.1.11 and 5.1.12 of the Agreement, and the Mental Capacity Act 2005. However in order to do this the Trust will enable the Council and its AMHPs to undertake their duties.
- 1.2. The Trust will ensure that AMHPs within the Integrated Service are enabled to fulfil their duties under the Mental Health Act 1983 as amended by affording them the appropriate time in their workload to do this and appropriate workload management .

## **2. Referrals to the AMHP rota**

- 2.1. The Council currently draws up and manages the AMHP rota and will continue to do so.
- 2.2. Referrals for an assessment under the Mental Health Act 1983 (as amended) by an AMHP will come from a variety of sources. Where the Trust receives referrals for an assessment under the Mental Health Act 1983 (as amended) by an AMHP, the Trust will accept all of those referrals regardless of referrer and ensure that the process for starting an assessment under the Mental Health Act 1983 (as amended) commences. Examples of referrers can be the patients nearest relative, social care or health care professional, or a professional in the criminal justice system.
- 2.3. Where seconded Council staff receive such referrals directly, they will ensure that all referrals for an assessment under the Mental Health Act 1983 (as amended) by an AMHP, regardless of referrer are accepted.
- 2.4. Referrals for an assessment under the Mental Health Act by an AMHP may be received by the Council's "Coventry Direct", or its equivalent service, or elsewhere in the Council. They will immediately pass the referral to the appropriate referral point in the Trust that receives the AMHP referrals. The Council's Head of Social Work-Mental Health and Sustainability will ensure that "Coventry Direct" has the necessary contact details to forward referrals.
- 2.5. The Trust will ensure that there AMHP team members can prioritise their AMHP work. The Council social care managers, in conjunction with the

Trust managers, will ensure that there is sufficient AMHP capacity available to fulfil the AMHP duties.

- 2.6. The Trust will ensure that the AMHPs on duty must be able to commence and complete an assessment received by the Trust or Council within Council and statutory timescales for responding to referrals for an AMHP assessment. The Trust will ensure that referrals requiring a multi-agency response adhere to the timescales agreed under the Memorandum of Understanding between Partner Agencies Concerned with the Management of Mentally Disordered Persons in the Community. N.B. this may be triaged to enable the appropriate people to be involved.
3. The responsibility for ensuring that AMHP responsibilities are undertaken appropriately and in a timely manner will be the responsibility of the Council's General Managers for Social Care Governance. Trust managers in the Integrated Service will have the responsibility to ensure that AMHPs are available in sufficient quantity to undertake this as a priority service of the seconded AMHPs in the integrated service.
4. For the avoidance of doubt:
  - 4.1. The overall responsibility for ensuring the provision of the AMHP service for the Coventry City Council lies with the Council and the Trust will work with the Council to implement any proposals made by the Council to improve the AMHP service.

#### **C. Performance Review, Information Sharing and Procedures**

1. The Trust and Council, through the Performance and Operations sub-group will identify, agree and keep under review the relevant Council policies, procedures, performance review frameworks and information sharing procedures to be followed in the Integrated Service.

## **Schedule 6**

### **The Financial Framework**

#### **1. Pooled budgets**

There will be no pooling of funds between the Partners during the period of this Agreement and both the Trust's and the Councils funding streams will remain separate.

#### **2. Mental Health Funding**

2.1 No changes will be made by either Partner relating to the funding of the Integrated Services without full discussion between the Partners.

2.2 Appendix A to this schedule shows the current recharges, agreed between the partners for specified posts, in place at the time of the commencement of the agreement.

2.2 Both organisations are required to make cost efficiencies and savings from time to time. Any proposed changes that effect the function or delivery of the integrated services should be fully discussed by both partners together and recorded at the Board.

2.3 If agreement on a change of funding cannot be agreed between the Partners then such change will not take place and the dispute may be dealt with through the Dispute Resolution procedure at Clause 15. If agreement is still not reached and no agreement is reached by the end of the Dispute Resolution procedure then either Partner may terminate this Agreement in accordance with Clause 21 Termination and Clause 22 Termination Arrangements.

#### **3. Budget accountability**

3.1 The Council's designated social care lead for mental health services is the Council's Head of Social Work- Mental Health and Sustainability. S/he is responsible and accountable for the spending of the adult mental health social care and support budgets and will participate in the Council's budget setting, budget monitoring and budget recovery processes. S/he is directly accountable to the Director of Adult Social Care in the Council.

- 3.2 The Council's Head of Social Work- Mental Health and Sustainability is responsible and accountable for the staffing budget for the Seconded Employees in both the adult and older people mental health Integrated Service. The procedures for recruiting and employing mental health social care staff are in Schedule 10: The Joint Operational and Human Resources Protocol.
- 3.3 The Council's Head of Social Work- Mental Health and Sustainability is responsible and accountable for the Social Care Adult Mental Health Budget, which funds services, including personal budgets to meet the agreed needs in individual's community care support plans. The process for funding social care services to individual Service Users and Carers in adult mental health services is contained in the integrated services procedures.
- 3.4 The Council's General Manager for Mental Health is not the budget holder for the Older Peoples Community Care expenditure budget. This budget funds services, including personal budgets to meet the agreed needs in individual older people's care and support plans and is held by managers within the Council who are responsible and accountable for funding services to older people. The process for funding social care services to individual Service Users and Carers in older people's mental health services and any delegation of authority for these budgets to other Council Mental Health Managers is described in the integrated services procedures.
- 3.5 The Council's Head of Social Work- Mental Health and Sustainability is, in conjunction with the Council's Commissioners responsible for the commissioning of services from external organisations such as the independent and voluntary sector and responsibility for this commissioning remains with the Council.
- 3.6 The responsibility for any Council internally provided services remains with the Council.

#### **4. Charging**

- 4.1 In line with Schedule 5 the Council will continue to have the responsibility to charge Service Users and will be responsible for the collection of income.

4.2 The Trust will work with the Council as described in Schedule 5 to ensure that Service Users are aware of the charging policy and that procedures for enabling the Council to fulfil this responsibility are followed by Trust staff and Seconded Employees.

## **5. Training and development**

5.1 The Council is responsible for providing training for Seconded Employees to undertake their social care functions.

5.2 The Council will provide training for Trust staff who undertake social care functions that have been delegated by the Council.

5.3 The Trust will provide training for Seconded Employees who undertake any agreed Trust Functions in the Integrated Services.

## **6. Management Arrangements**

6.1 The Council's contribution to the line management of Seconded Employees in the integrated adult mental health teams is the equivalent of two Team Managers employed by the Council and seconded to the Trust as Team Managers in community mental health teams.

6.2 The Partners agree that if the two Team Manager posts employed by the Council become vacant they are replaced by Team Managers, who are qualified as AMHPs or willing to be so, and employed by the Council and seconded to the Trust for the remaining term of this Agreement. Any change to this needs to be discussed and agreed by the Director, Adult Social Care, in the Council and the Director of Operations in the Trust.



### Financial recharges

#### Between Coventry City Council and Coventry and Warwickshire Partnership NHS Trust for posts in the integrated mental health service

[This table is correct as of January 2019 and is an estimate of 2019/20 costs. Any significant changes from to be agreed and confirmed by the Board]

| Post Title / Post Number                                   | Employed by | WTE        | Annual Recharge<br>£ |
|--|-------------|------------|----------------------|
| Team Leader / 1002418                                      | CCC         | 0.8        | 54,091               |
| AMHP / 1002422   | CCC         | 1.0        | 60,663               |
| AMHP / 1002426   | CCC         | 1.0        | 60,663               |
| Social Worker / 060698                                     | CCC         | 1.0        | 52,432               |
| Social Worker / 060669                                     | CCC         | 1.0        | 52,432               |
| Social Worker / 1028053                                    | CCC         | 1.0        | 42,035               |
| Social Worker / 1002423                                    | CCC         | 0.5        | 26,216               |
| Social Worker / 1025392                                    | CCC         | 1.0        | 38,351               |
| Travel   |             |            | 7,300                |
| Insurance  |             |            | 3,869                |
| Administrative fee   |             |            | 34,561               |
| <b>Total</b>   |             | <b>7.3</b> | <b>432,613</b>       |
| Contribution to Senior Management and Administration costs |             |            | 85,320               |

|  |  |
|--|--|
|  | Costs incurred by Coventry and Warwickshire Partnership NHS Trust [CWPT] and subsequently recharged to Coventry City Council |
|  | Costs incurred by Coventry City Council and subsequently recharged to Coventry and Warwickshire Partnership NHS Trust [CWPT] |

## Schedule 7

### Seconded Council Employees

1. This schedule provides a list of staff employed by the Council and seconded or partially seconded to the Trust, their line manager and work base.
2. A copy of this schedule with names of seconded staff will be provided to the Associate Director for Secondary Care Mental Health Service and to the S75 Strategic Board twice a year.
3. This should be read in conjunction with the Agreement and other schedules. Any changes after the commencement of the Section 75 Partnership Agreement will be subject to partnership governance and consultation arrangements detailed in the Partnership Agreement and its schedules.

#### Mental Health Social Care Governance and management support

| <b>SERVICE AREA:</b><br><br><b>Social Care Governance and Management support</b> |  | <b>Manager:</b> Head of Social Work- Mental Health & Sustainability-<br>Coventry City Council ( <b>not seconded</b> )<br>Floor 9<br>Friargate<br>Coventry<br>CV1 2GR |            |
|--|--|--|------------|
|  |  | <b>Base:</b> See below   |            |
| REF  | POST TITLE   | BASE   | FTE        |
| 1  | General Manager for Social Care Governance ( <b>partially seconded</b> ) | Floor 9<br>Friargate<br>Coventry<br>CV1 2GR  | 1.0        |
| 2  | Administrator ( <b>not seconded</b> )                                    | Swanswell Point<br>Stoney Stanton Road<br>Coventry<br>CV1 4FH  | 1.0        |
| <b>TOTAL</b>   |  |  | <b>2.0</b> |

## Integrated Teams – seconded staff

| <b>SERVICE AREA:</b>                             |                          | <b>Manager: Team Leader - CWPT</b>  |             |
|--|--------------------------|---|-------------|
| <b>Dementia service<br/>(Core Cluster 18-21)</b> |                          | <b>Base:</b> Longford Primary Care Centre<br>Longford Road<br>Coventry<br>CV6 6DR |             |
| <b>REF</b>                                       | <b>POST TITLE</b>        | <b>Post Number</b>  | <b>FTE</b>  |
| 1  | Senior Practitioner      | 1018819   | 1.0         |
| 2  | AMHP                     | 1002426   | 1.0         |
| 3  | AMHP                     | 060680  | 0.8         |
| 4  | Social Worker            | 1002423   | 1.0         |
| 5  | Social Worker            | 060669  | 1.0         |
| 6  | Social Worker            | 1024918   | 1.0         |
| 7  | Social Worker            | 1025392   | 1.0         |
| 8  | Social Worker            | 1009330   | 0.8         |
| 9  | Administrative assistant |   | 1.0         |
| 10   | Administrative assistant |   | 1.0         |
| <b>Total</b>                                     |                          |   | <b>10.6</b> |

| <b>SERVICE AREA:</b>                      |                            | <b>Manager: Team Leader - CCC<br/>(With 1 band 7 CWPT)</b>                 |             |
|---|----------------------------|--|-------------|
| <b>Psychosis<br/>(Core Cluster 10-17)</b> |                            | <b>Base:</b> Swanswell Point<br>Stoney Stanton Road<br>Coventry<br>CV1 4FH |             |
| <b>REF</b>                                | <b>POST TITLE</b>          | <b>Post Number</b>   | <b>FTE</b>  |
| 1   | Team Leader / AMHP         | 1002518  | 1.0         |
| 2   | Senior Practitioner / AMHP | 060688   | 1.0         |
| 3   | AMHP                       | 060670   | 0.5         |
| 4   | AMHP                       | 1001984  | 0.4         |
| 5   | AMHP                       | 1002434  | 1.0         |
| 6   | AMHP                       | 060681   | 1.0         |
| 7   | AMHP                       | 060682   | 1.0         |
| 8   | Social Worker              | 1024917  | 1.0         |
| 9   | Social Worker              | 1026559  | 1.0         |
| 10  | Social Worker              | 060698   | 1.0         |
| 11  | Social Worker              | 1003108  | 1.0         |
| 12  | Social Worker              | 1009329  | 1.0         |
| 13  | Social Worker              | 1025394  | 0.6         |
| 14  | Community Care Worker      | 1024278  | 1.0         |
| 15  | Administrative assistant   |  | 1.0         |
| 16  | Administrative assistant   |  | 0.5         |
| <b>Total</b>                              |                            |  | <b>14.0</b> |

| <b>SERVICE AREA:</b><br><b>Non Psychosis</b><br><b>(Core Cluster 3-8)</b> |                            | <b>Manager: Team Leader - CCC</b><br><b>(With 1 band 7 CWPT)</b>                |             |
|---|----------------------------|---|-------------|
|   |                            | <b>Base:</b> Tile Hill Health Centre<br>Jardine Crescent<br>Coventry<br>CV4 9PN |             |
| <b>REF</b>  | <b>POST TITLE</b>          | <b>Post Number</b>  | <b>FTE</b>  |
| 1   | Team Leader / AMHP         | 1002418   | 0.8         |
| 2   | Senior Practitioner / AMHP | 1016833   | 1.0         |
| 3   | AMHP                       | 060690  | 1.0         |
| 4   | AMHP                       | 1002435   | 1.0         |
| 5   | AMHP                       | 1024006   | 1.0         |
| 6   | AMHP                       | 060708  | 0.8         |
| 7   | Social Worker              | 060671  | 0.6         |
| 8   | Social Worker              | 060686  | 1.0         |
| 9   | Social Worker              | 060755  | 1.0         |
| 10  | Social Worker              | 1028053   | 1.0         |
| 11  | Community Care Worker      | 1025393   | 1.0         |
| 12  | Administrative assistant   |   | 1.0         |
| 13  | Administrative assistant   |   | 0.5         |
| <b>Total</b>  |                            |   | <b>11.7</b> |

| <b>SERVICE AREA:</b><br>Acute |                     | <b>Manager: Service Manager - CWPT<br/>(With 2 band 7 CWPT)</b> |            |
|-------------------------------|---------------------|---|------------|
|                               |                     | <b>Base:</b> Caludon Centre<br>Walsgrave<br>Coventry<br>CV2 2TE |            |
| REF                           | POST TITLE          | Post Number   | FTE        |
| 1                             | Senior Practitioner | 060699  | 1.0        |
| 2                             | AMHP                | 1028022   | 1.0        |
| 3                             | AMHP                | 060676  | 1.0        |
| 4                             | AMHP                | 060691  | 1.0        |
| 5                             | AMHP                | 060700  | 1.0        |
| 6                             | AMHP                | 1002422   | 1.0        |
| 7                             | AMHP                | 060703  | 0.8        |
| 8                             | Social Worker       | 060701  | 1.0        |
| <b>Total</b>                  |                     |   | <b>7.8</b> |

| <b>SERVICE AREA:</b><br>Coventry Out of City Placement Team |            | <b>Manager:</b> General Manager for Social Care<br>Governance CCC |            |
|---|------------|---|------------|
|   |            | <b>Base:</b> Caludon Centre<br>Walsgrave<br>Coventry<br>CV2 2TE   |            |
| REF   | POST TITLE | Post Number   | FTE        |
| 1   | AMHP       | 1009332   | 1.0        |
| <b>Total</b>  |            |   | <b>1.0</b> |

## Schedule 8

### Secondment arrangements

#### 1. Introduction

- 1.1 The aim of the Partnership Agreement (the 'Agreement') is to set out the arrangements necessary for the Partners to provide the best possible co-ordinated mental health and social care for people in Coventry through the integration of Coventry City Council (referred to as the Council throughout the agreement) Functions and the NHS Functions delivered by integrated teams.
- 1.2 The Agreement and this schedule sets out the expectations of all parties and the arrangements for ensuring that these expectations can be properly met.
- 1.3 The Trust will provide the Integrated Services as described in the Service Specification in Schedule 5 of the Agreement. However, under the terms of the Agreement, the Partners acknowledge that the overall responsibility for the provision of AMHP Functions (as defined in this Agreement) exercised by AMHPs appointed by the Council under the Mental Health Act 1983 (as amended) will remain with the Council.
- 1.4 To facilitate the provision of the Integrated Services, the Council has agreed to second the Seconded Employees to the Trust for the duration of the Secondment Period. The contract of employment between the Seconded Employees and the Council shall remain in force and the Seconded Employees shall not be employees of the Trust.
- 1.5 The Partners recognise that this is a secondment agreement which takes account of the particular way in which the Partners have agreed to provide the Integrated Services and also to accommodate the provision of the Excluded Functions.
- 1.6 The term secondment is used within the Agreement and this Schedule to describe the management and staffing arrangements for those Council employees who have historically worked, and will continue to work for the duration of the Secondment Period, within integrated adult and older adult

mental health teams under the direction of the Trust for the provision of the Integrated Services.

- 1.7 Seconded social workers and AMHPS will be allocated cases that require the specific skills required in complex social care cases.
- 1.8 The Partners agree that Seconded Employees who work in the Integrated Services will be required by the Council to work on specific responsibilities for the Council in order for the Council to fulfil its responsibilities for the provision of AMHP and Best Interest Assessor Functions, as well its employer and financial responsibilities.
- 1.9 Overall responsibility for the operational management of the Integrated Services will be provided by the Associate Director of Secondary Care Mental Health Service in the Trust.

## **2. Secondment Arrangements**

- 2.1 This Schedule, together with the Joint Operational and Human Resources Protocols attached in Schedule 10 of the Agreement, set out the necessary staffing and management arrangements to enable the effective secondment of the Seconded Employees from the Council to the Trust.
- 2.2 The list of Seconded Employee posts is set out in Schedule 7 of the Agreement. This Schedule 7 details each individual Seconded Employee post title, his/her Operational Line Manager, Team and location.
- 2.3 The terms of this Secondment Schedule 8 relate to all Seconded Employees except where alternative provision is made specifically in this Agreement.
- 2.4 Whilst all Council employees providing mental health services are to be seconded to the Trust, certain Seconded Employees (being Council managers and employees who provide support to the social care management functions and social care professional support to operational staff functions), will have a direct line of accountability to the Council for these described functions.
- 2.5 For the avoidance of doubt, those employees of the Trust who work on the Integrated Services shall remain employees of the Trust and shall not be



classified as 'Seconded Employees'. This is irrespective of whether these Trust employees are line managed by Council employees or not. The Trust's employment policies (including, but not limited to, grievances, capability, absence management, discipline, suspension and dismissals) will continue to apply to these Trust employees and will be administered through the Joint Operational and Human Resources Protocols listed in Schedule 10.

- 2.6 All Seconded Employees will receive notification of the secondment arrangements from the Council within one month of the Commencement Date.

### **3 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)**

- 3.1 For the avoidance of doubt, the Partners agree that the secondment of the Seconded Employees from the Council to the Trust is not, and shall at no stage in the future be, treated as a transfer of the Seconded Employees from the Council to the Trust under the TUPE legislation as may be in force at the relevant time.

- 3.2 The Partners agree that the Council retains ultimate control of the Seconded Employees.

- 3.3 The Council and the Trust shall both immediately give to the other notice if any claim that TUPE applies to the secondment of the Seconded Employees is made by a Seconded Employee, any person representing them, or from elsewhere.

### **4. Secondment Period**

- 4.1 Whilst the Partners recognise that the Seconded Employees have been working within an integrated management structure within the Trust for some time, and then from 2011 to 2014 under formal partnership arrangements under Section 75 of the 2006 Act this Agreement replaces all previous arrangements, discussions and management responsibilities relating to this deployment and constitutes the entire agreement between the Partners with respect to the secondment of Seconded Employees from

the Council to the Trust to work on the Integrated Services and should be seen in the context of the overall Agreement.

4.2 The Seconded Employees shall be seconded for the Secondment Period.

## **5. Terms and Conditions**

5.1 For the duration of the Secondment Period, the Seconded Employees shall remain for all purposes employees of the Council. Except where alternative provision is made in this Agreement, the Seconded Employees' terms and conditions of employment with the Council shall remain in full force and effect together with all national and local terms and conditions of employment for local government staff which may be applicable from time to time.

5.2 The Council shall retain the responsibility for the issuing of statements of terms and conditions of employment and other associated employment documentation to the Seconded Employees.

5.3 Individual queries from Seconded Employees regarding their terms and conditions of employment should, in the first instance, be referred to his/her Operational Line Manager, who may refer the matter on to the Council's Human Resource Advice line. Managers are encouraged to contact the advice line in the first instance with any HR. related queries and if necessary, the advice line will contact the relevant human resource team at [hradvice@coventry.gov.uk](mailto:hradvice@coventry.gov.uk) or by phone on 02476 832454, option 3.

5.4 For the avoidance of doubt, these secondment arrangements do not break the continuity of the Seconded Employees' employment with the Council.

5.5 Seconded Employees will have the right to apply for any post in the Council as an internal candidate and it shall remain the responsibility of the Council to ensure that Seconded Employees have access to information on advertised vacant posts. Council posts are advertised on the Council's intranet site. If Seconded Employees do not have access to the Council's intranet, a list of current vacancies can be obtained by contacting the Council's recruitment team.

5.6 If due to a restructure the Seconded Employee becomes an organisational redeployee, the terms of the Security of Employment will be applicable and will be applied to the employee of the Council.

5.7 The Partners agree to comply with the Joint Operational and Human Resources Protocols at Schedule 10 of the Agreement and as otherwise consistent with this Agreement (other than the payment of remuneration and other express obligations solely assumed by the Council) and the Trust will not do or omit to do anything which would cause the Council to breach any of its contractual and employer obligations to the Seconded Employees.

## **6. Roles, Duties and Responsibilities of Seconded Employees**

6.1 The role, duties and responsibilities of each individual Seconded Employee shall be those which are detailed in their individual job descriptions.

6.2 During the Secondment Period, the caseload and workload management of each Seconded Employee will be overseen by her/his Operational Line Manager in accordance with the Joint Operational and Human Resources Protocols set out in Schedule 10 of this Agreement and in accordance with any allocation process and workload weighting system agreed by the Section 75 Board

6.3 During the Secondment Period, the Seconded Employees will be required to adhere to the dress code policy of the Council in accordance with the Joint Operational and Human Resources Protocols set out in Schedule 10 of this Agreement.

## **7. Approved Mental Health Professionals (“AMHPs”)**

7.1 Under the terms of the Agreement, the Partners have agreed that the overall responsibility for the provision of Approved Mental Health Professional Functions (as defined) exercised by AMHPs appointed by the Council under the Mental Health Act 1983 (as amended) will remain with the Council, subject to paragraph 7.2.

7.2 In line with paragraph 2.2 of Schedule 4 (“The Integrated Mental Health Service) of the Agreement, the Trust will support facilitation and enablement for AMHPs to carry out their AMHP Functions and their duties and responsibilities for the protection care and treatment of people with mental

illnesses whether this comes from being on the AMHP rota or as part of their day to day work.

- 7.3 The Trust will ensure that each AMHP is made available to participate in the AMHP Rota.
- 7.4 For the avoidance of doubt, the Partners will ensure that each individual AMHP is able to prioritise their available working hours to meet their AMHP duties.
- 7.5 Each individual AMHPs total normal working hours shall be those which are in effect in her/his terms and conditions of employment with the Council at the date of this Agreement and will be prioritised in accordance with 7.4 above.
- 7.6 The Partners agree to enable each individual AMHP to carry out the AMHP Functions for the Council in conjunction with carrying out her/his duties for the Integrated Services under the direction of the Trust.
- 7.7 The Partners will work together to ensure that Seconded Employees who carry out AMHP Functions will apportion part of her/his normal working hours to carry out her/his Employment Duties in relation to the AMHP Functions first, and apportion the remainder to carrying out her/his duties in relation to providing the Integrated Services under the direction of the Trust.
- 7.8 AMHPs will remain directly accountable to the Council for their AMHP duties and be professionally accountable to and supported by the Council's Senior Social Care Practitioners, General Manager for Social Care Governance In the event that the Council suspends or ends AMHP approval for an individual Seconded Employee, that individual shall remain a Seconded Employee but shall not carry out AMHP duties. Any Seconded Employee who ceases to be an AMHP shall lose his/her entitlement to any AMHP related remuneration or fee.

## **8. Hours of Work and Location**

- 8.1 During the Secondment Period, each individual Seconded Employee's total normal working hours and work location shall be those which are in effect in her/his terms and conditions of employment.

8.2 Any potential change to the arrangements in paragraph 8.1 of this schedule, will be discussed and considered by the Board. Any proposed changes to the secondment arrangements will be subject to paragraph 20.1 and 20.2 of this schedule [Consultation] and paragraph 21.1 of this schedule [Management of Change].

8.3 The work duties of some individual Seconded Employees may require that he/she work at alternative locations. This will require the agreement of their Operational Line Manager and either the Council's Head of Social Work-Mental Health and Sustainability or General Manager Social Care Governance in consultation with the Seconded Employee.

## **9. Salary and Related Issues**

9.1 During the Secondment Period, the Seconded Employees shall continue to be paid by the Council such pay and remuneration as they would each ordinarily be entitled to receive as an employee of the Council under their terms and conditions of employment.

9.2 Payroll services including the tax and pension and if applicable trade union contributions payable by each Seconded Employee will remain the responsibility of the Council.

9.3 The Operational Line Manager for each individual Seconded Employee, and each individual Trust Employee working on the Services, will supply to that individual's employing organisation all such documentation and forms as may be necessary to report any changes to that employee's individual circumstances to maintain his/her employment records. All documentation relating to Council staff should be copied to the Council's Employment Services team, details of which can be found in the Joint Operational and Human Resource Protocols in Schedule 10 of this document.

9.4 Individual queries from Seconded Employees regarding their pay should be directed, in the first instance, to his/her Operational Line Manager. Where the Operational Line Manager is unable to adequately respond to the query, then he/she should refer the query on to the Council's HR. advice line in the first instance.

9.5 The procedure for Seconded Employees claiming expenses is set out in the Joint Operational and Human Resources Protocols in Schedule 10 of this Agreement.

9.6 During the Secondment Period, a Seconded Employee will remain in the Local Government Pension Scheme, if already a member of that Scheme and, if not, will be eligible to join the Scheme in accordance with the rules applying to the Scheme. For the avoidance of doubt, no Trust employee or other employee or person working on the Integrated Services shall be eligible for the Council pension entitlements available to the Seconded Employees during the Secondment Period without the express written agreement of the Council.

## **10. Leave and Sickness Absence**

10.1 During the Secondment Period, holiday and sickness absence procedures remain as defined in the Seconded Employees' terms and conditions of employment.

10.2 The Seconded Employees will be subject to the leave notification policy set out in the Joint Operational and Human Resources Protocols set out in Schedule 10 of this Agreement.

10.3 During the Secondment Period, the Seconded Employees will be subject to the Council's sickness absence policy, with the notification arrangements set out in the Joint Operational and Human Resources Protocols set out in Schedule 10 of this Agreement.

## **11. Line Management**

11.1 This paragraph 11 should be read in conjunction with paragraph 4 ("Line Management") of Schedule 3 ("Integrated Service Governance") of the Agreement which describes the line management of designated staff working on the Integrated Services in more detail.

11.2 Those Seconded Employees working within the single line management structure of the Integrated Services (that is, comprising of Council and Trust employees) will be managed on a day-to-day basis by the Operational Line Manager of the team in which they are located. The Seconded Employees shall be provided with an explanation of the line management arrangements

by her/his Operational Line Manager in the first instance and the Council should further detail be required.

- 11.3 The Seconded Employees will receive professional support from the Council in accordance with paragraph 3 of Schedule 3 (“Integrated Service Governance”) of the Agreement.
- 11.4 The Council’s Head of Social Work- Mental Health and Sustainability will report directly to the Council’s Director Adults Social Care in the Council.
- 11.5 The Council’s Head of Social Work- Mental Health and Sustainability will represent the Council on the relevant Trust management groups, sit on the Trust’s Secondary Care Mental Health Directorate and Governance Meeting and attend the management team of the Councils Director Adults Social Care. S/he will report on the performance of the Integrated Services to the Section 75 Board.
- 11.6 The General Manager for Social Care Governance will report directly to the Council’s Head of Social Work- Mental Health and Sustainability.
- 11.7 The Senior Social Care Practitioners will report directly to a designated Social Care Team Manager or General Manager for Social Care Governance for professional supervision
- 11.8 Secretarial and administrative posts who provide direct support / functions to the Council’s Excluded Functions undertaken by the Council’s Head of Social Work-Mental Health and Sustainability, General Manager for Social Care Governance will report directly to the appropriate social care manager and retain a link into the Council’s Administrative department.
- 11.9 Administrative posts seconded to the Trust to support the administrative function of the integrated teams will be managed by the appropriate manager within the team, and will link directly with the senior Mental Health Administrator (Social Care) and the Council’s Administrative Department. Specific social care guidance will be provided by the relevant senior social work practitioner. Administrative staff will give priority to supporting Seconded Employees inputting data on the Council's key performance indicators and in so doing contribute to data quality and performance

reporting in line with Adult Social Care Outcomes Framework (ASCOF) requirements.

- 11.10 The Seconded Team Managers from the Council will be equal members of the Trusts management team and will retain their registration with the Health and Care Professions Council. They will manage teams within the single line management structure of the Integrated Service and will report directly to the Operational Line Manager within which their team is located, whether this individual is an employee of the Council or the Trust. They will receive professional support from a General Manager for Social Care Governance and will support the provision of professional supervision across the IPU's
- 11.11 Each Operational Line Manager will be expected to maintain a file of human resources information relating to those Seconded Employees which they line manage (including, but not limited to, sickness letters, appraisal and performance development documents). Copies of any documentation should be forwarded to the Council's Employment Services department to ensure accurate records are maintained for the employee.
- 11.12 In circumstances where an individual Seconded Employee takes up another post within the Council and is no longer working on the Integrated Services, then any human resources information relating to that Seconded Employee which is in the possession of the Trust, will be returned to the Council.
- 11.13 Those Seconded Employees responsible for AMHP Functions will be managed for these functions by the Council's General Manager for Social Care Governance who will be responsible for the performance of the AMHP Functions. Day to day management of the work load and other functions will be managed through the Trust's line management arrangements.
- 11.14 For clarity, Council employees in the Carers' service based in and managed by the Council are not Seconded Employees.

## **12. Supervision and Performance Management**

- 12.1 During the Secondment Period, supervision and performance management of each Seconded Employee will be undertaken by her/his Operational Line



Manager in accordance with the Joint Operational and Human Resources Protocols set out in to Schedule 10 of this Agreement.

- 12.2 The Seconded Employees shall be provided with an explanation of the supervision and performance process by her/his Operational Line Manager.
- 12.3 In accordance with the Joint Operational and Human Resources Protocols, the professional supervision of Seconded Employees will be provided by a designated Council officer and in the case of social workers and AMHPs will be provided by a Senior Social Care Practitioner.
- 12.4 The responsibility of the appraisal of the Seconded Employee shall at all times during the secondment period be with the Trust and will be carried out in accordance to the Council's appraisal process in accordance with the Joint Operational and Human Resource Protocols set out in Schedule 10 of this document. The Trust will provide the Council with all information necessary in respect of the performance of the seconded employee. The Council will assist the Trust as required with respect to the appraisal process
- 12.5 The Council will use its reasonable endeavours to procure that the Seconded Employees shall accept all lawful and reasonable instructions of her/his Operational Line Manager, the Trust's officers and its authorised representatives as reasonably directed by his/her operational Line Manager provided that these do not conflict with the Seconded Employees' terms and conditions of employment with the Council, the Joint Operational and Human Resources Protocols, and the Council's Priorities (which Seconded Employees will be required to undertake).
- 12.6 The Trust should provide feedback to the Council on the outcome of the appraisal, the content of the personal development plan and of any education, training and development activities undertaken by the seconded employee.
- 12.7 Case load management will be handled in line with the process set down in the Joint Operational and Human Resources Protocols as set out in Schedule 10.

12.8 The Partners agree to use all reasonable endeavours to ensure that the Seconded Employees comply with the Service Governance arrangements set out in Schedule 3 of the Agreement as may be applicable.

### **13. Training, Development and Professional Registrations**

- 13.1 Throughout the Secondment Period, the Seconded Employees' training and development will remain the responsibility of the Council and will be maintained in accordance with the arrangements currently in place at the Commencement Date.
- 13.2 Seconded Employees will have access to Council training consistent with being an employee of the Council and necessary to meet the requirements of their roles.
- 13.3 Specifically, the Council will be responsible for providing training to Seconded Employees to undertake the Council's Functions and the Excluded Functions
- 13.4 The Council will also provide training for Trust staff who undertake the Council's Functions.
- 13.5 The Council will procure that Individual Seconded Employees who are required to have professional registrations (included, but not limited to, Health and Care Professions Council registration for social workers and AMHPs) will ensure that he/she maintains their professional registrations.
- 13.6 The Head of Social Work- Mental Health and Sustainability shall be responsible for ensuring that Seconded Employees follow the procedures to enable professional registration as described in paragraph 13.5.
- 13.7 The Operational Line Manager of each individual Seconded Employee will ensure that those individuals are allowed the necessary time to complete the personal development work to achieve the professional registration as described in paragraph 13.5.
- 13.8 The Trust will ensure that the Seconded Employees are released from their duties on the Integrated Services to undertake necessary mandatory and refresher training and development and this will take place, within their normal contracted hours. In particular, the Trust will ensure that that those Seconded Employees carrying out AMHP Functions, or identified by the Council as prospective AMHPs, are enabled to undertake necessary training.

- 13.9 The Trust will ensure that newly seconded staff complete the agreed induction programme relevant to the role and which includes both Council and Trust induction requirements.
- 13.10 The responsibility for identifying the ongoing training needs of an individual Seconded Employee will be assumed by his/her Operational Line Manager, who will work in conjunction with the Council's Nominated Professional Supervisor. The Operational Line Manager will ensure that the Council's Nominated Professional Supervisor has a copy of the resulting training plan.
- 13.11 Notwithstanding the provisions set out in paragraph 13.1, the Trust shall arrange, and meet the costs of, training which it considers necessary to enable an individual Seconded Employee to properly carry out his/her designated duties for the Trust and which are over and above the training requirements imposed by the Council. This training should take place within a Seconded Employee's contractual working hours. The Trust must seek Council approval in advance to confirm that the training is compatible with the Seconded Employee's designated role.
- 13.12 Specifically, the Trust will provide training to Seconded Employees who undertake any health functions for the Integrated Services as have been agreed by the Partners.
- 13.13 The Operational Line Manager of each Seconded Employee in conjunction with the Council's Nominated Professional Supervisor will conduct annual appraisals for each individual Seconded Employee in line with the Council's policies and procedures for appraisals. The appraisal process will include the formulation of an individual Development Plan for each individual Seconded Employee. The Operational Line Manager will supply the appropriate appraisal and training information to the Council's Employment Services Department to enable the Seconded Employee's employment records to be maintained.
- 13.14 The Trust will ensure that Senior Social Care Practitioners have the necessary time available within their contracted hours to provide professional supervision to seconded Council Employees.

#### **14. Grievances**

- 14.1 The Partners agree that the Council, as the employer of the Seconded Employees, retains overall responsibility to deal with all grievance issues in respect to the Seconded Employees.
- 14.2 For the duration of the Secondment Agreement, the Seconded Employees shall be subject to the Council's grievance policies and procedures and that these will be administered in line with the Joint Operational and Human Resources Protocols set out in Schedule 10 of this Agreement.
- 14.3 The Operational Line Manager of each individual Seconded Employee will, in the first instance, be responsible for, and have the authority of the Partners to implement, the grievance procedures laid down in the Joint Operational and Human Resources Protocols.
- 14.4 The Trust, its officers and employees shall provide the Council with full assistance and furnish it with all such information as the Council may reasonably require in respect of any grievance issues relating to a Seconded Employee.

**15. Capability, Discipline and Suspension**

- 15.1 The Partners agree that the Council, as the employer of the Seconded Employees, retains the overall responsibility to deal with capability, disciplinary and suspension issues in respect to the Seconded Employees.
- 15.2 For the duration of the Secondment Agreement, the Seconded Employees shall be subject to the Council's capability, disciplinary and suspension procedures and policies and that these will be administered as per the Joint Operational and Human Resources Protocols set out in Schedule 10 of this Agreement.
- 15.3 The Joint Operational and Human Resource protocols should be adhered to in matters relating to capability, disciplinary and suspension. The Operational Line Manager of the seconded employees, should contact the Council's Performance Management Team, who will support and advise the Operational Line Manager with any issues relating to those listed above.
- 15.4 The Trust, its officers and its employees shall provide the Council with full assistance and furnish it with all such information as the Council may

reasonably require in respect of any capability, disciplinary and suspension matter relating to a Seconded Employee.

## **16. Dismissals and Termination of Employment**

- 16.1 The Partners agree that the Council, as the employer of the Seconded Employees, retains sole responsibility to dismiss an individual Seconded Employee.
- 16.2 For the avoidance of doubt, the Trust shall not have the authority from the Council to dismiss any Seconded Employee.
- 16.3 The Trust, its officers and its employees and officers shall provide the Council with full assistance and furnish it with all such information as the Council may reasonably require in respect of any dismissal action taken by the Council against a Seconded Employee.
- 16.4 Where in the reasonable opinion of the Trust there is a prima facie case that a Seconded Employee may be guilty of gross or serious misconduct in carrying out his duties under the direction of the Trust, the Trust will notify the Council, and the Council shall promptly and in good faith consider the matter under its human resources procedures and the Joint Operational and Human Resources Protocols. The Council shall keep the Trust updated on the matter.
- 16.5 Upon the termination of a Seconded Employee's employment with the Council for whatever reason, the secondment of that individual Seconded Employee from the Council to the Trust will also automatically terminate with immediate effect.

## **17. Health and Safety**

- 17.1 During the Secondment Period, the Trust will provide a safe workplace, work environment and working practices for the Seconded Employees which comply with the provisions of common law, health and safety at work legislation (including the Health and Safety at Work Act 1974) and all other statutory health and safety provisions and regulations as if it were the employer of the Seconded Employees.
- 17.2 Specifically, the Trust will provide adequate safe plant, machinery and equipment; ensure that hazardous substances are used safely; ensure safe

systems of work are set and followed; and by provide the necessary health and safety information, instruction, training and supervision

- 17.3 At the Commencement Date, or as soon as possible thereafter, the Trust will be responsible for informing the Seconded Employees of the health and safety policies and procedures that are in place at the Trust at that time (including fire evacuation, fire training, health and safety, lone working etc.). The Trust will inform the Seconded Employees of any changes to its health and safety policies and procedures at the relevant time.
- 17.4 The Seconded Employees will be expected to comply with their employee duties as stipulated within the Health and Safety at Work Act 1974 and with the Trust's Health and Safety policies and procedures, and in particular by taking reasonable care for the health and safety of themselves and others.
- 17.5 The Trust shall take out and maintain in force employer's liability and public liability insurance in respect of the Seconded Employees and provide the Council with evidence whenever reasonably requested that such insurance is in force. The Trust shall maintain this insurance for a period of six years after the end of the Secondment Period.
- 17.6 In order to ensure that the Council's statutory employer responsibilities are met, the Council will carry out a review of the health and safety arrangements in place for the Seconded Employees. This will take place prior to, and as required during the Secondment Period, and in conjunction with the Trust. The outcome of such reviews will be received by the Section 75 Performance and Operations Sub Group and reported to the Section 75 Strategic Board

## **18 Equal Opportunities and Discrimination Legislation**

- 18.1 The Council shall use all reasonable endeavours to ensure that the Seconded Employees shall at all times act in accordance with the Trust's Equal Opportunities Policy except where this Policy conflicts with the Council's Equal Opportunity Policy, in such circumstances the latter will take precedence.
- 18.2 The Partners shall each use all reasonable endeavours to ensure that all individuals working on the Integrated Services (including the Seconded



Employees and Trust employees) will comply with the Equalities Act 2010 and all other relevant anti-discrimination legislation as may be in place and will:

18.2.1 not commit any act of discrimination or harassment contrary to the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Age) Regulations 2006, the Employee Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003 and the Human Rights Act 1998 and all other relevant anti-discrimination legislation as may be in place; and

18.2.2 Not commit any act which is likely to or which does adversely affect the reputation of either Partner.

## **19. Replacement of Seconded Employees**

19.1 The Partners recognise that circumstances may arise where a Seconded Employee is substantially unable to fulfil his/her duties due to long term absence from work, sickness, maternity leave or for any other reason and that this may create a vacant post (either on a temporary or permanent basis).

19.2 The Operational Line Manager of the Seconded Employee will notify the Council's General Manager for MH Services to discuss the post vacancy (as described in paragraph 19.1) and to decide on the action to be taken.

19.3 The process for filling a post vacancy (as described in paragraph 19.1) is set out in the Protocol for Staff Recruitment and Selection in Single Line Managed Teams in the Joint Operational and Human Resources Protocols at Schedule 10 of this Agreement. The Council's Head of Social Work-Mental Health and Sustainability will have the authority of the Partners to initiate the recruitment of individuals to fill posts vacated by individual Seconded Employees in accordance with Council policies and procedures.

19.4 In circumstances where existing Council staff are not available or suitable to fill a vacant post, or there are no suitable organisational redeployees, then an appointment will be made in accordance with the Council's recruitment and selection procedures with advice from the Council's Recruitment Team.

- 19.5 At the commencement of the agreement, the Partners agree that if the two Team Manager posts employed by the Council become vacant they are replaced by Team Managers, who are qualified as AMHPs or willing to be so, and employed by the Council and seconded to the Trust for the remaining term of this Agreement. Any change to this needs to be discussed and agreed by the Director Adults Social Care in the Council and the Director of Operations in the Trust and ratified by the Section 75 Coventry Board subcommittee as part of the governance arrangements of this Partnership Agreement.
- 19.6 The secondment of any Council employee who becomes a Seconded Employee subsequent to the date of this Agreement shall be evidenced by an exchange of correspondence between the Council and the Trust as appropriate and will include the date from which the Seconded Employees' secondment to the Trust will become effective.
- 19.7 Any agreement to fundamentally change the title or duties of a post will be agreed by the section 75 Strategic Board on the advice of the Council's Head of Social Work- Mental Health and Sustainability (Operations) and in consultation with the recognised trade unions.

## **20. Consultation**

- 20.1 As an initial stage, the Partners will consult with each other at the Section 75 Coventry Board regarding any changes to the Secondment arrangements set out in this Schedule and also the Joint Operational and Human Resources Protocols set out in Schedule 10 of this Agreement.
- 20.2 The Partners will then consult with the Seconded Employees, the recognised trade union(s) as appropriate and any other employees as may be affected regarding any changes to the Secondment arrangements set out in this Schedule and the Joint Operational and Human Resources Protocols.

## **21. Management of Change**

- 21.1 In the event that the Trust wishes to implement organisational change which, in the reasonable opinion of the Partners, will affect the Seconded Employees, this must first require the discussion by and agreement of the Section 75 Strategic Board. The Partners will consult with the Seconded Employees, the recognised trade union(s) and any other employees as may be affected regarding proposals for organisational change that may affect the integrated services and / or the seconded employees.
- 21.2 At the end of the Secondment Period (whether by expiry or termination of the Agreement or otherwise), and where the Agreement is not renewed, the Seconded Employees will continue in their posts within the Social Care Mental Health Service, this Service having been returned to the direct control of the Council.

## **22. Redundancy Waiver**

- 22.1 At the end of the Secondment Period (whether by expiry or termination of the Agreement or otherwise), and where the Agreement is not renewed, the Seconded Employees will not acquire any rights to any redundancy payments or other such benefits from either Partner resulting from the expiry or termination of the Agreement.

## **23. Good Faith and Confidentiality**

- 23.1 The Partners agree to act at all times in a spirit of co-operation and good faith towards one another in relation to the Secondment arrangements.
- 23.2 It is the intention of the Partners that the Seconded Employees will be bound by the confidentiality provisions contained in their Terms and Conditions of employment during the Secondment Period.
- 23.3 It is the intention of the Partners that the Seconded Employees will be bound by the rules and procedures on financial propriety of the Council and the Trust which are in place at the relevant time.
- 23.4 At the end of the Secondment Period (whether by expiry or termination of the Agreement), and where the Agreement is not renewed, the Operational

Line Manager of each Seconded Employees shall notify that Seconded Employee of the duty to return all property, equipment, records, correspondence, documents, files and other information (whether originals, copies or extracts) belonging to the Trust. The Council will not be liable for any omissions under this paragraph.

## **24. Data Protection and Information Sharing**

24.1 The Council and the Trust agree to protect personal data held on Seconded Employees and otherwise comply with their respective obligations in accordance with Schedule 13 of this Agreement ('Information Sharing').

24.2 Workforce information regarding Seconded Employees will be collected and retained by the Council. It is recognised that the Trust will require data concerning the Seconded Employees in order to support the planning and delivery of the Integrated Services, and this will be provided by the Council to the Trust as required and bearing in mind its obligations under the Data Protection Legislation and its Information Sharing Protocol.

24.3 The Trust and Council will discuss and agree the purpose, collection and sharing of workforce information relating to the Seconded Employees at the Performance and Operations Sub Group.

24.4 It is the intention of the Partners that the Seconded Employees and employees of the Trust working on the Integrated Services will observe the requirements to comply with the Data Protection Legislation and the Information Sharing Protocol.

## **25. Information Technology (IT) Systems**

25.1 The Trust will allow the Seconded Employees access to its IT system to allow such persons to carry out their duties under the Integrated Services.

25.2 The Trust will provide the necessary IT training to allow the Seconded Employees to use its IT system.

25.3 If the Council and Trust agree that specified Trust employees need specified access to specified Council IT systems in order to carry out their duties in the Integrated Service, this will be agreed by Section 75 Strategic Board, and the necessary training will be provided.

25.4 The Trust and the council will ensure that IT systems comply with the requirements in the Network and Information Systems Regulations 2018 (NIS Regulations).

**26. Conflicts of Interest**

26.1 Seconded Employees shall declare, to their Operational Line Manager and the General Manager for Social Care Governance within the Council, any interests, financial or otherwise, which may give rise to conflicts of interests during the Secondment Period. The General Manager for Social Care Governance will ensure that the information is appropriately notified and recorded in the Council.

26.2 Such interests include other employment, positions of authority in a charity or voluntary body in the field of mental health and social services and any connection with a voluntary or other body contracting for services connected with the Partners.

**27. Indemnity and Insurance**

27.1 This paragraph should be read in conjunction with Clause 14 of the Agreement on Indemnities and Insurance.

27.2 The Council and the Trust will ensure that suitable public liability and employer's liability insurance is in force during the period of this Agreement and that it adequately covers the Seconded Employees and any students they may be supervising.

27.3 If so required each Partner shall provide the other with certificates of insurance together with the receipt or receipts for premiums evidencing that the relevant insurances are in force.

27.4 The Trust shall indemnify and keep indemnified the Council against injury (including death) to any persons or loss or damage to any property or claims demands proceedings damages costs charges and expenses whatsoever arising out of any negligent act or omission of the Trust, their employees or agents in connection with the Secondment.

27.5 The Trust shall indemnify and keep indemnified the Council against any injury (including death) to the Seconded Employees or loss of or damage to

any property belonging to the Seconded Employees or claims demands proceedings damages costs charges and expenses whatsoever arising out of any negligent act or omission of the Trust their employees or agents in connection with the Secondment.

27.6 The Council shall indemnify and keep indemnified the Trust for any Employment Claim, damages, costs, charges, and expenses incurred by the Trust in relation to any proceedings brought by an employee of the Trust before any Tribunal or court arising out of any act or omission of the Council, their employees, including the Seconded Employees or agents in connection with the Secondment.

27.7 The Trust shall indemnify and keep indemnified the Council for any Employment Claim, damages, costs, charges, and expenses incurred by the Council in relation to any proceedings brought by a Seconded Employee of the Council, including the seconded employees before any Tribunal or court arising out of any act or omission of the Trust, their employees, or agents in connection with the Secondment

27.8 The Council shall indemnify and keep indemnified the Trust against injury (including death) to any persons or loss or damage to any property or claims demands proceedings damages costs charges and expenses whatsoever arising out of any negligent act or omission of the Council, their employees, including the Seconded Employees or agents in connection with the Secondment.

27.9 The Council shall indemnify and keep indemnified the Trust against any injury (including death) to the Trust's employees or loss of or damage to any property belonging to the Trust or claims demands proceedings damages costs charges and expenses whatsoever arising out of any negligent act or omission of the Council, their employees, including the Seconded Employees or agents in connection with the Secondment.

**28. AMHP and Social Care Forum Meetings**

28.1 Appropriate mechanisms will be put into place through AMHP and Social Care Forums on a monthly basis, in addition to professional supervision, in order to support the continuous professional development of the social care staff seconded to the Trust.

- 28.2 The Trust will ensure that Seconded Employees are able to attend AMHP and Social Care Forum meetings.
- 28.3 The Trust shall ensure that a Trust Manager attends the Social Care Forum meetings (if required) and that s/he will consult fully with the Seconded Employees about such secondment issues as such raised by the Seconded Employees.
- 28.4 The General Manager for Social Care Governance will ensure that Operational Line Managers and staff in integrated teams are kept updated with relevant policies, procedures and practice in relation to the delegated Council Functions. This will be done through appropriate Trust business and governance meetings or additional meetings as decided necessary by the Trust's Associate Director for Secondary Care Mental Health Service and the Council's Head of Social Work-Mental Health and Sustainability.

**29. Review of Secondment Arrangements**

- 29.1 During the term of the Agreement, the Board will meet on a quarterly basis to discuss the secondment arrangements at a senior management level.
- 29.2 For the avoidance of doubt, the first meeting of Board will take place 3 months following the Commencement Date or as soon as practical thereafter.
- 29.3 As soon as practically possible following the Board quarterly meeting, a summary of the outcome of that meeting will be communicated to the Seconded Employees at a Social Care Forum Meeting.
- 29.4 The Board will carry out a wholesale review of the secondment arrangements in good time before the expiry of the Agreement.
- 29.5 No changes or additions to the secondment arrangements set out in this schedule or the provisions of this agreement can be made without prior agreement in writing between the Trust, the Council and the employee.

**30. Miscellaneous**

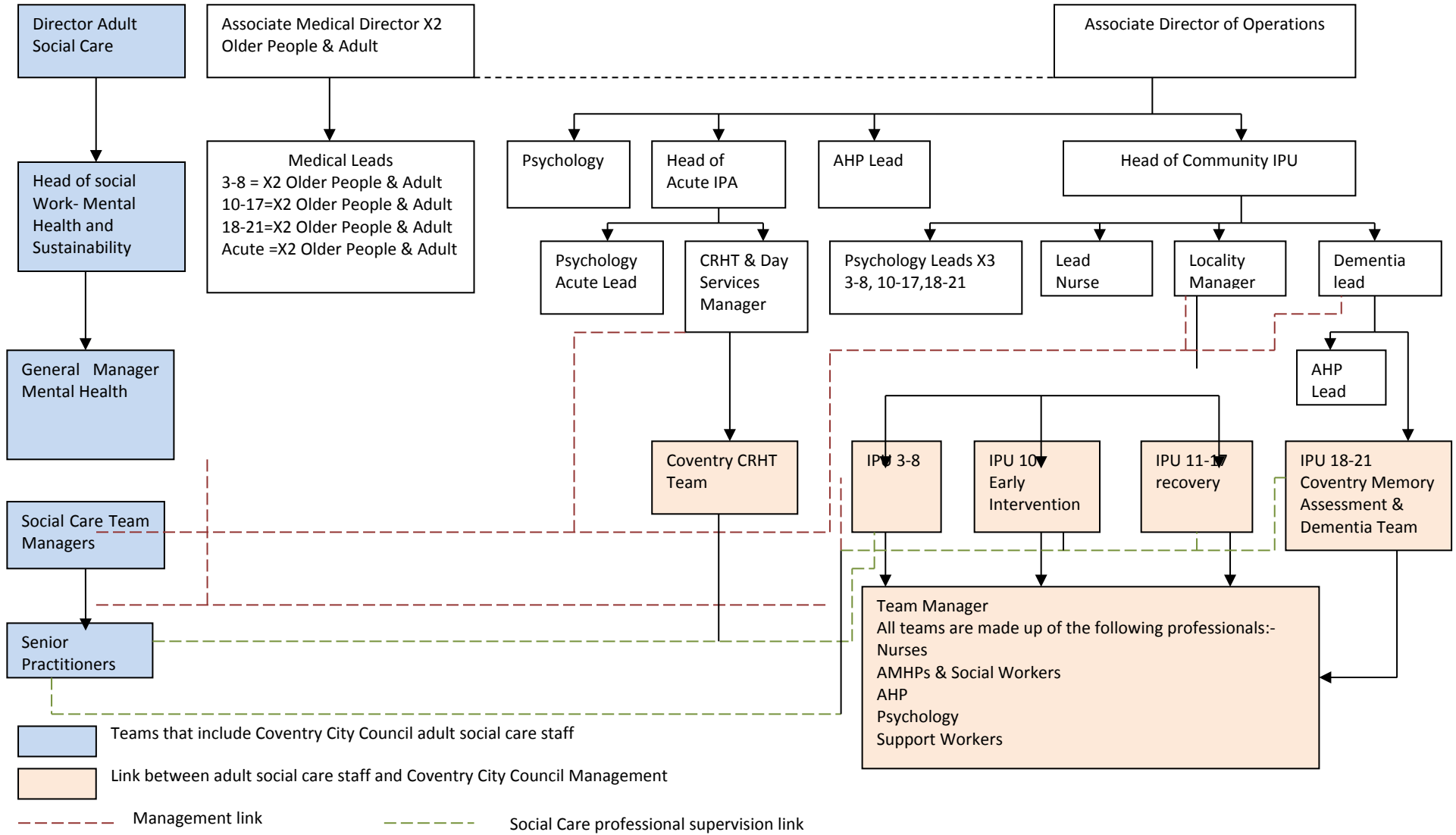
30.1 The following Clauses shall survive the termination of the Agreement: Clauses 23, 24 and 27 (Good Faith and Confidentiality; Data Protection and Information Sharing; Indemnities and Insurance).

**31. Audit**

31.1 Both the Council and the Trust must allow the other party's internal and other nominated auditors access to any and all papers relating to the Agreement for the purposes of each party's audit.



## Schedule 9 Coventry Integrated Mental Health Management and Professional Structure



## **Schedule 10**

### **Joint Operational and Human Resources protocol**

#### **Contents of this schedule**

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## **1 Purpose of the Protocols**

- 1.1 This protocol is to be used by the Partners and will be an essential part of the section 75 agreement of the National Health Services Act 2006. It should be kept within all the teams to ensure that a consistent approach is taken to all staff regardless of the organisation of which they are employed. They will ensure that employees and managers within single line managed teams follow the procedures of the employing organisation, with the exception of where it has been stated within the Agreement that seconded staff will follow the Trust's Policies/Procedures For example, Schedule 13 – Information Sharing states that social care staff that are seconded within the Mental Health Services of the Trust will follow the Trust's Policies in regard to Information Governance and Record Management. This is to enable a consistent and joint approach to the management of information on an operational and practical basis
- 1.2 The protocols will be used to support the existing Human Resources policies to ensure that any procedures are undertaken fairly and with the support of both organisations.
- 1.3 These protocols are a working document and are subject to change arising out of any statutory or legal. Both organisations have signed up to these agreements. They are subject to change with the agreement of both Human Resources departments, the relevant trade unions and the required sign off from both organisations.
- 1.4 The Council's Policies and Procedures referred to in this document can be found from the following web address:

<https://coventrycc.sharepoint.com/Info/Pages/Policy-and-Practice-for-employment.aspx>

- 1.5 To obtain a copy of any of the council Policies and Procedures referred to in this document contact the HR. Advice Line at [hradvice@coventry.gov.uk](mailto:hradvice@coventry.gov.uk), or call 02476 832454, option 3.

- 1.6 A list of the Trust's Procedures referred to in this document can be found from the following web address:

<https://www.covwarkpt.nhs.uk/about-us>

- 1.7 To see a copy of any of the Trust's policies, please contact [communications@covwarkpt.nhs.uk](mailto:communications@covwarkpt.nhs.uk), or call 02476 967906

## **2 Human Resources Departments**

### **2.1 Coventry and Warwickshire Partnership NHS Trust**

2.1.1 Coventry and Warwickshire Partnership NHS Trust Human Resources Department sits within Wayside House in Coventry. The main HR. numbers are.02476 844002 or 02476 84403

2.1.2 The Human Resources Department cover the following elements

- Occupational Health (external provider)
- Temporary Staffing (external provider0
- Payroll (external provider)
- Workforce Planning
- Medical Staffing
- HR Systems and Information
- Education and Learning
- Generalist HR
- Recruitment
- Organisational Development
- Staff Engagement (including Freedom to Speak Guardian)
- Chaplaincy
- Equality and Diversity

2.1.3 The base for Trust Headquarters is:

Wayside House  
Wilsons Lane  
COVENTRY  
CV6 6NY

### **2.2 Coventry City Council**

2.2.1 The Council has a centralised Human Resources function which consists of three main components, Employment Services, Recruitment and HR.

Advisory Support. Employment Services and Recruitment are based at:

Friargate  
Floor 6  
Coventry

2.2.2 Employment Services consists of the transactional HR. processes, including changes in personal circumstances to be reflected on the payroll system, sickness recording, changes relating to posts etc. In addition, the Council has a recruitment team based at the same address who can advise on all areas relating to recruitment and selection, including the advertising and interviewing process through to issuing offer letters and employment contracts.

2.2.3 The HR. Advisory Support Function is based at:

Friargate  
Floor 6  
Coventry

2.2.4 The HR. Advisory Service is split into four teams and consists of HR. Advisors who provide expertise and support on certain areas of human resources. The teams are split as follows:

- Performance Management  
Specialising in casework such as grievance, disciplinary and performance management
- Health and Wellbeing Team  
The Team support Managers and employees in all areas of sickness absence, attendance and referrals to Occupational Health
- Organisational Change  
The Team support Managers with changes in working practices and organisational restructures
- Schools Team  
Responsible for offering HR. Advice to all staff based in the School setting.

2.2.5 In addition, the Council has a HR. Advice Line which should be contacted in the first instance for advice and support: [hradvice@coventry.gov.uk](mailto:hradvice@coventry.gov.uk) or

02476 832454, option 3. The Advice Line will contact one of the above teams if further support is required.

2.2.6 Council Policies and Procedures referred to in this document can be found from the following web address:

<https://coventrycc.sharepoint.com/Info/Pages/Policy-and-Practice-for-employment.aspx>

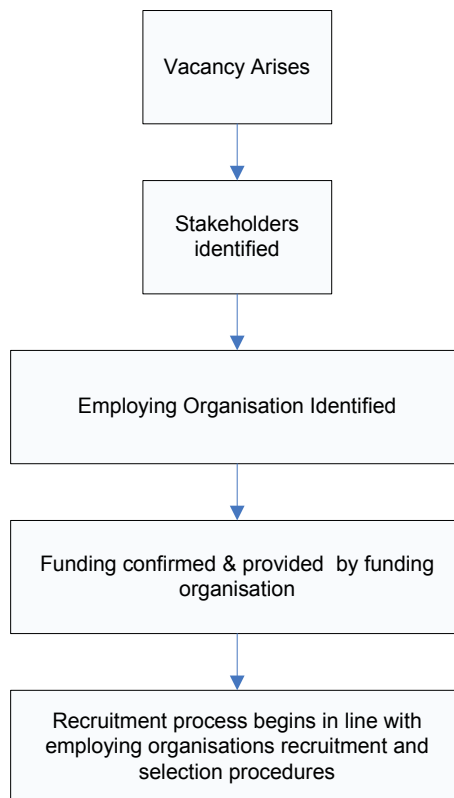
2.2.7 To obtain a copy of any of the Council Policies and Procedures referred to in this document contact the HR. Advice Line at [hradvice@coventry.gov.uk](mailto:hradvice@coventry.gov.uk), or call 02476 832454, option 3.

2.2.8 A list of the Trust's Procedures referred to in this document can be found from the following web address:

<https://coventrycc.sharepoint.com/Info/Pages/Policy-and-Practice-for-employment.aspx>

2.2.9 To see a copy of any of the Trust's policies, please contact [communications@covwarkpt.nhs.uk](mailto:communications@covwarkpt.nhs.uk),

### 3 Protocol for staff recruitment and selection in single line managed teams



#### 3.1 Posts in Integrated Mental Health Teams

- 3.1.1 Recruitment and selection to posts in single line managed teams in the integrated service will be in accordance with the Partnership Agreement and associated secondment schedule.
- 3.1.2 Agreement to recruit must be received from the employing and funding organisations budget holder before the process can commence. For Coventry City Council vacancies, the budget holder must ensure he/she has written approval from Senior Management Team to recruit to the vacancy.
- 3.1.3 The recruitment and selection process of the employing organisation for the vacant post will be used. Therefore if the line manager is a Trust employee and the vacancy is for a Council seconded post then the Council's recruitment and selection procedures must be used. Conversely if the line manager is a seconded Council employee and the vacancy is for a Trust post then the Trust's recruitment and selection process must be used.

- 3.1.4 Each partner organisation will ensure that line managers in single line managed teams have appropriate training for undertaking recruitment and selection.
- 3.1.5 For the appointment of Trust employees one person involved in the recruitment and selection process must have had the appropriate Trust training and will involve the Trust's HR. Department in accordance with Trust policies and procedures.
- 3.1.6 For the appointment of Coventry City Council employees one person involved in the recruitment and selection process must have attended the Recruitment and Selection training and will involve the Council's Recruitment department in accordance with Council policies and procedures.
- 3.1.7 For the appointment of seconded Council employees in single line managed teams; line managers will be supported by the Council's Recruitment team.
- 3.1.8 The line manager will lead the recruitment process and there will be appropriate proportional input from relevant professional disciplines to the process.
- 3.1.9 There will always be an employee of the employing organisation on the interview panel. In the case of recruitment to a seconded Council post that employee will be the appropriate manager of the employing organisation who will be able to make the decision on behalf of the Council.
- 3.1.10 Internal applicants from the Council to seconded posts may be received and in which case the line manager must ensure that any Council clearing house obligations where applicable are followed (e.g. DBS checks are completed, proof of identification etc.)
- 3.1.11 The Partnership Agreement is to be referred to regarding contingencies such as the potential and process for backfill in the event of sickness absence/ maternity leave.
- 3.1.12 In line with Council procedure, organisational redeployees should be considered in the first instance before vacancies are advertised externally.
- 3.1.13 Should a redeployee meets the needs/requirements of the person specification, the redeployee should be given priority for interview before other applicants. The Council's Recruitment team are responsible for organisational redeployees and can be contacted for further advice on: 02476 832454, option 2.



### **3.2 Appointments to the Council Mental Health Social Care Management Group posts**

3.2.1 These Council posts will be recruited to by Council staff using the support of the Council's recruitment team. They include recruitment to the following posts:-

- General Managers - Mental Health Services Adult and Older Adults
- Senior Social Care Practitioners
- Management support posts for non-delegated functions

3.2.2 Appointments to these social care management posts will involve Trust managers and involve service users, carers and other relevant stakeholders as appropriate in accordance the recruitment policy. Note redeployment status of Coventry City Council employees with the relevant experience referenced in the Person Specification may be applied where appropriate.

### **3.3 Joint appointments**

3.3.1 If there is to be a joint post and it could be employed by either organisation, the post should be graded by both organisations. Both organisations have a job evaluation process for the grading of posts. Job evaluation questions for Council posts can be raised either through the Council's HR. advice line or through the job evaluation team. For TRUST posts questions can be raised with the Job Evaluation Team via email at [jobevaluation@covwarkpt.nhs.uk](mailto:jobevaluation@covwarkpt.nhs.uk) If the employing organisation has already been determined then the employing organisation will grade the post whilst liaising with the host organisation as the grading should be within the same scale of similar posts within the host organisation.

### **3.4. Pre-employment checks**

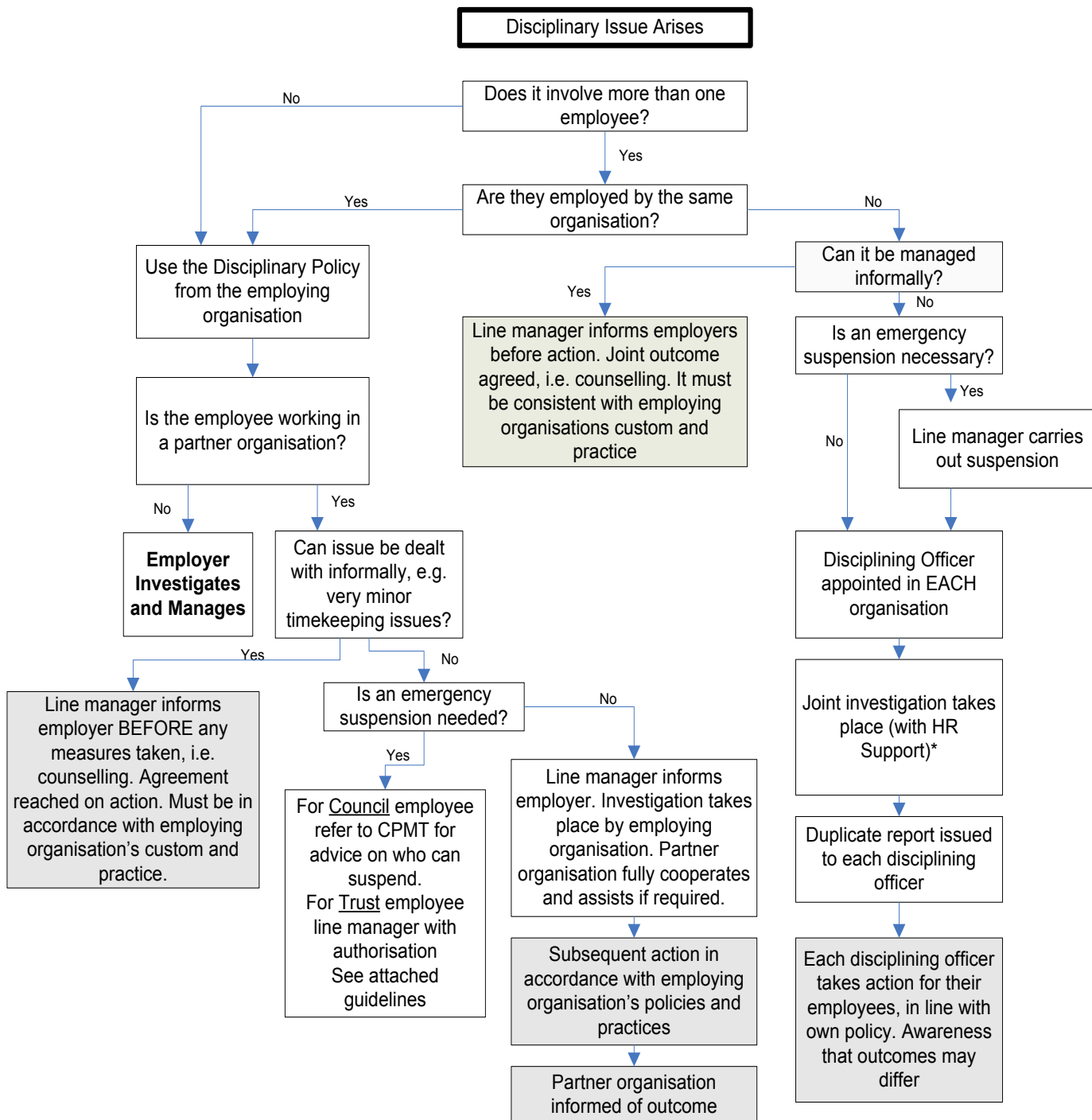
3.4.1 Pre-employment checks relevant to the post holder will be completed in line with the employing organisations policies and procedures.

3.4.2 The responsibility and cost of completing a DBS check, which may include regular re-checking during employment, will be in line with the policy of the employing organisation for the vacant post.

### **3.5. Professional registration**

- 3.5.1 Where professional registration is a requirement of the post registration and any reimbursement of fees will be in line with the policy of the employing organisation of the post.

## 4 Protocol for disciplinary issues



CPMT = Council's Performance Management Team

Note: A joint decision will be taken on how the joint investigation will be handled depending on the circumstances of the disciplinary.

## **5 Suspension of Coventry City Council employees in single line managed teams**

### **5.1 Introduction**

5.1.1 Following the guidelines of the disciplinary procedure, for Council staff, after an initial assessment, an employee may be suspended while an investigation is carried out where there is evidence of one or more of the following:

- There are allegations of gross misconduct;
- There is a risk to service users, other employees or property;
- Suspension is necessary to enable further investigation.

5.1.2 Suspension will be on full pay, including contractual overtime. Employees will be suspended for as short a period of time as possible and suspensions will be reviewed to ensure they are not unnecessarily protracted.

5.1.3 The Council holds a register of Managers who have the authority to suspend, discipline and dismiss employees. To obtain a copy of the register, please contact the HR. advice line or the Performance Management team.

5.1.4 For Council staff, the Performance Management team should always be notified before the disciplinary procedure is invoked and will provide guidance throughout the operation of the procedures.

5.1.5 The following action will be taken by the Trust when an incident involving a Council employee occurs – or situation arises – which would normally result in that employee's suspension:

### **5.2 During normal working hours:**

5.2.1 Where the employees Team Manager is a Trust Team Manager, s/he should contact the relevant Council Manager and the Council's Performance Management Team. In consultation with the Performance Management team, s/he will be responsible for invoking the Council's disciplinary procedure. After seeking advice from the Performance Management team, if suspension is necessary, the suspension will be

carried out by a designated Council Manager who has the authority to suspend.

### **5.3 Outside normal working hours:**

5.3.1 The Trust Manager on call has the authority to require the employee to leave work and not to return to work until further notification.

5.3.2 As soon as possible on the next working day, the Trust Manager is responsible for providing details of the circumstances which have arisen and the action taken to the appropriate Council Manager.

5.3.3 The Council's Performance Management team will support the Manager throughout the suspension/disciplinary process if the individual is a Coventry City Council employee. The employee should be kept informed of the course of action the Council intends to take.

## **6 Suspension of Trust employees in single line managed teams**

6.1 Staff may be suspended if the allegation is serious and;

6.1.1 the continued presence of the staff member constitutes a risk to patients and staff, or NHS property, or to the staff member; or

6.1.2 to facilitate full and proper investigations by management into possible serious breaches of discipline; or

6.1.3 the allegation is potentially one of gross misconduct (as defined in Appendix 1 of the Trust's Disciplinary Procedure) in which case suspension would normally be immediate.

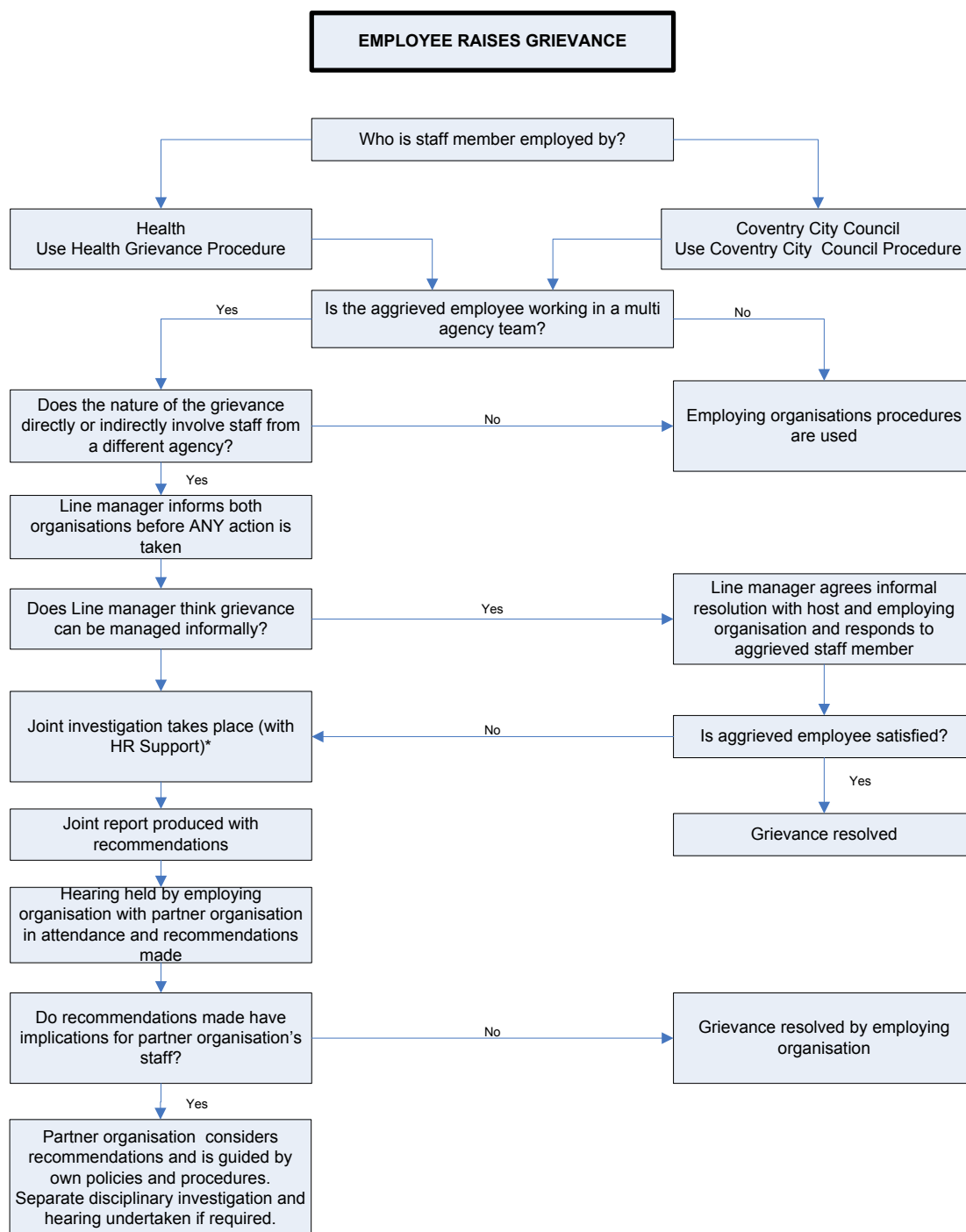
6.2 A line manager, whether a Trust or Council employee, may suspend a member of staff provided they have the authorisation of a Senior Trust Manager (or on-call manager if out of hours).

6.3 Managers can access further advice and guidance where needed from the Trust's Human Resources Department

## **7. Capability and Performance Management**

- 7.1 Problems in performance and capability should be resolved at the earliest possible stage, in a supportive way, whilst employees continue carrying out their roles.
- 7.2 Staff will be made aware of any performance which falls below the required standards and will be encouraged, supported and given the opportunity to improve through informal and if necessary formal procedures.
- 7.3 The procedure from the employing organisation should be followed where a member of staff is significantly or persistently not performing their duties in a satisfactory manner.
- 7.4 Managers have a responsibility to review all aspects of the work situation at each stage to identify the cause of the poor performance. There is also a responsibility on the employee to inform their manager of personal issues which may have an impact on their performance.
- 7.5 Staff needing advice on sharing such personal matters are encouraged to seek confidential support, e.g. from Staff Support, Occupational Health, Trade Union, Staff or Professional Organisation.
- 7.6 In planning remedial action managers may consider the following in line with the employing organisation's policies and procedures and advice from the appropriate HR. support:-
- developmental needs;
  - additional training;
  - temporary adjustment to hours or duties;
  - closer supervision for a limited period;
  - mentoring or coaching;
  - support from other departments such as Training, Occupational Health, Staff Support etc.;
  - alternative employment.
- 7.7 The line manager will provide regular feedback to the employee on performance expectations as well as ensuring that the employee has appropriate support to successfully achieve their objectives

## 8. Protocol for raising a grievance



Should any counter grievances be made, these will be investigated by the same investigating team, where possible.

\* A joint decision will be taken on how the joint investigation will be handled depending on the circumstances of the grievance.

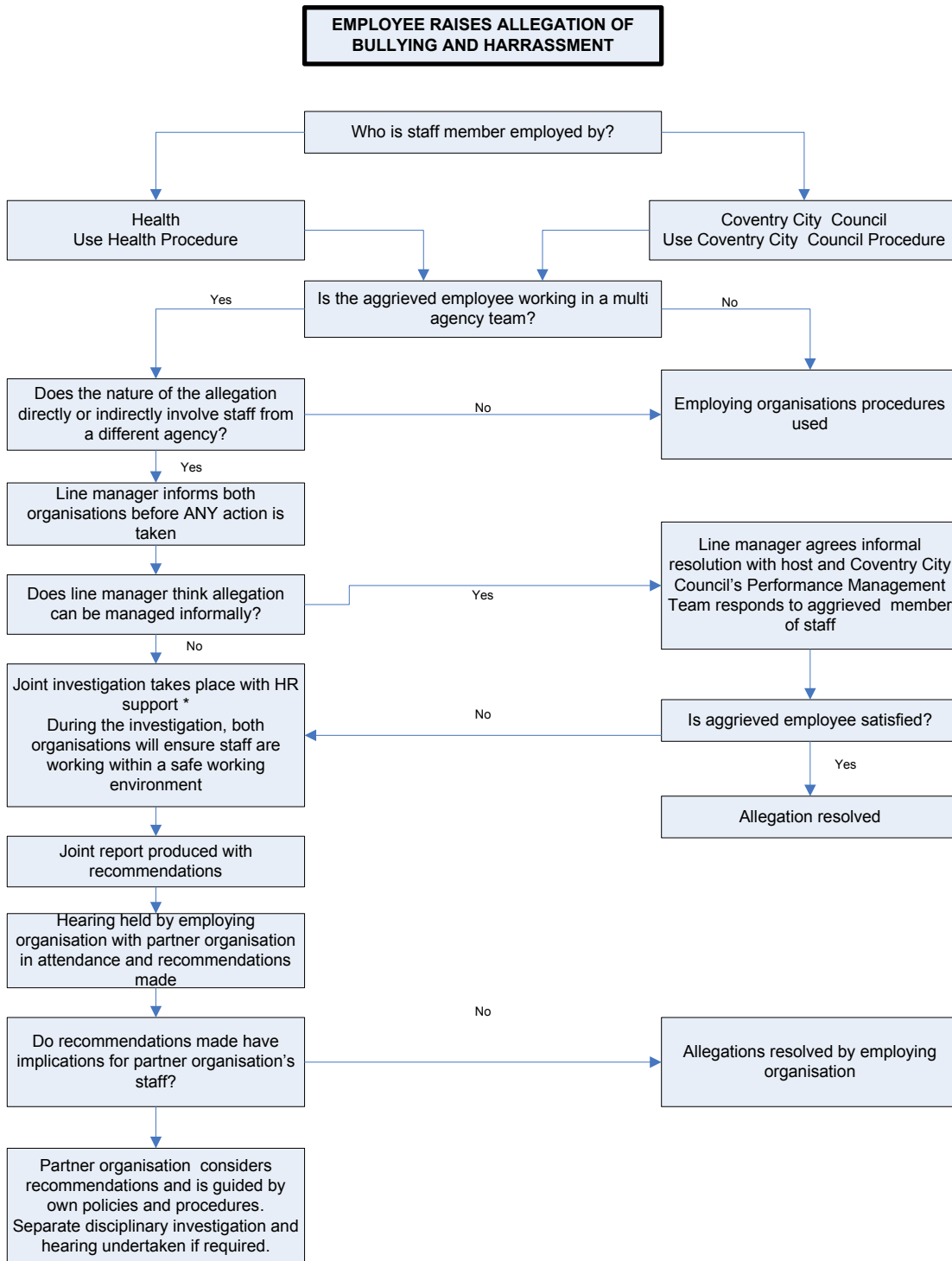
If, having consulted the flow chart above and the relevant procedure, a Council member of staff is uncertain as to whom they should raise a concern with, they should ask for advice from a General Manager for Social Care Governance or contact the Council's HR. advice line.

## **9 Raising Concerns**

- 9.1 If staff wish to express concerns that they feel may be of wider interest to either organisation they will follow the appropriate policy from their employing organisation.
- 9.2 In line with the policy they should raise their concerns with the relevant person (normally the Line Manager).
- 9.3 If the concern relates to something which the other partner organisation is responsible for, the person to whom it has been reported will ensure it is raised with an officer from that organisation. For Council employees if the concern is related to a direct Line Manager/supervisor, then, if appropriate the Directorate's HR. Manager will provide confidential advice as to whom the concern should be directed. Alternatively, the Internal Audit Manager or the Head of Legal Services and Monitoring Officer as the Council's Monitoring Officer should be contacted directly.
- 9.4 Public Concern at Work is an independent charity which provides free and impartial advice to employees about Whistle blowing. They can be contacted on the following telephone number: 0207 404 6609. Further information is available on their website: [www.pcaw.co.uk](http://www.pcaw.co.uk)
- 9.5 Line managers should respond to the query in the timescales set out in the employees employing organisations policy.
- 9.6 In line with Council policy on whistle-blowing a seconded Council employee has the right to remain anonymous when expressing concerns under the whistle-blowing policy.



## 10 Anti-bullying and dignity at work



\* A joint decision will be taken on how the joint investigation will be handled depending on the circumstances of the allegation.

If, having consulted the flow chart above and the relevant procedure, a member of Coventry City Council staff is uncertain as to who they should raise a concern with, they should ask for advice from a General Manager for Social Care Governance.

## **11 Sickness absence management**

### **11.1 Introduction**

11.1.1 These guidelines are to be used in conjunction with the sickness absence flowchart for multi-agency teams.

### **11.2 Why do we need different guidelines for multi-agency teams?**

11.2.1 Staff working in the integrated single line managed teams may be line managed on a day to day basis by someone who is employed by the partner organisation. However they will be managed in accordance with the policies and procedures from their own employing organisation. This means that line managers will need to be aware of the expectations under each organisation's policy. In some cases action should not be taken without consulting with the employing organisation. These instances are clearly indicated on the flowchart. Where any doubt exists, managers should always seek advice from the employing organisation.

### **11.3 Reporting Procedure**

11.3.1 All staff are required to report any sickness absence as soon as possible, ideally before the start of their shift/working day or for the Council staff this should be no later than four hours from their normal starting time or the time their shift should have begun. Where staff are working in a single line managed team, staff will report to their usual place of work and it is then the line manager's responsibility to ensure that the employing organisation is aware of the absence. It is important that all staff should be aware of the person in the team they are expected to contact, before the situation arises.

11.3.2 For Council staff, if the absence is as a result of an assault at work or an accident/near miss, or travelling to or from work, a report form must be completed by the employee and signed by the employee's supervisor. For copies of 'Accident and Near Miss Incidents form, please contact the Council's HR. advice line. Once completed this should be sent to Employment Services to log on the individuals personal file.

11.3.3 For Trust staff if the absence is as a result of a work related incident or assault an incident report form should be completed

## **11.4 Recording**

11.4.1 It is the line manager's responsibility to ensure that sickness absences for all staff in their teams are recorded on the appropriate forms. The Council uses a computerised system, Resourcelink for recording sickness, this is linked into the payroll system. If a Council employee returns to work after no more than seven calendar day's absence, he/she must complete a report of absence form provided by their Supervisor. Once completed, these should be returned to Employment Services to be entered onto the payroll system. Copies of these forms are available from the HR. Advice Line. Transversely, all sickness absence for Trust employees should be recorded on the Electronic Staff Record (ESR) either by the manager or their administration support. .

## **11.5 Return to Work Contacts**

11.5.1 All staff should be contacted by their line manager when they return from any sickness absence, irrespective of length. For non-Council staff it may be the case the contact may be a simple phone call to welcome back the staff member and check if there are any issues that need to be addressed by the employer. A brief record of the contact should be kept.

11.5.2 For Council staff, and in line with the Council's 'Promoting Health at Work Procedure', the employee's direct supervisor must arrange to see the employee privately at the first opportunity, but no later than the third day of their return to work. A Return to Work Interview form should be completed at each meeting and a copy given to the employee. 'Return to work' forms are available by contacting the HR. advice line. Once completed, the form should be sent to the Council's Employment Services who will record the absence on Resourcelink and the employee's personnel file.

11.5.3 Return to work interviews are a key part of the attendance management process for Trust employees and should therefore take place, unless there are exceptional circumstances, face to face and in a timely manner. All return to work interviews for Trust employees should be recorded using the template available within the managers' toolkit, which can be accessed via the Trust's intranet site.

## **11.6 Triggers for formal sickness review**

11.6.1 Each organisation has triggers which when hit would normally warrant a formal sickness absence review with the member of staff. Line managers should be aware of them to ensure that all staff are treated consistently.

#### **11.6.2 The Trust**

- or more episodes of absence in a 6 month period
- or more working days of absence in a 6 month period
- Where there appears to be a pattern in short term absence
- A consistently high level of absence over two years (which is just below those that trigger formal action)
- For part time staff triggers and targets relating to numbers of days (not episodes, as these will remain the same) should be worked out on a pro-rata basis

#### **11.6.3 The Council**

- 8 working days in a 12 month rolling period

### **11.7 Formal Sickness Absence Reviews**

11.7.1 In single line managed teams, the return to work contact is not designed to address problematic sickness absence issues, but should address the reason for the absence and to ensure the employee is now well enough to return to work. With each organisation having a loosely different policy, line managers must always seek advice from the employing organisation **before** entering into a formal sickness review. This is to ensure sickness is managed with fairness and equity, closely following the employing organisations own policies. The Council has a dedicated Health and Wellbeing Team who should be contacted before invoking the Council's absence management (Promoting Health at Work) procedure.

11.7.2 For Council staff, any manager involved in managing sickness absence must ensure that other appropriate procedures are invoked if the absence is due to :-

- Violence and harassment
- Alcohol or drug abuse
- Industrial injury
- HIV or AIDS

11.7.3 The sickness absence flow chart indicates when host managers should seek advice.

## **11.8**

11.8.1 Staff may attempt to come to work when you consider that they are too unwell. Where possible Line Managers should always seek advice from the employing organisation. However when this occurs out of hours, Line Managers should discuss the appropriateness of the staff member being at work and remind them that it is ultimately their decision as to attend work or not. In the case of Council employees advise them to, contact the Health and Wellbeing team at the earliest opportunity. For Trust staff medical exclusion can be used as a short term intervention where it is considered that a member of staff is not fit to work and their continued presence at work may constitute a risk. Where possible line managers should always seek advice from Occupational Health and the Human Resources Department before medically excluding a member of staff

## **11.9 Long Term Sickness**

11.9.1 Each organisation regards a continuous period of 4 weeks (30 days) or more to be counted as long term absence. Long term absence should be managed by the line manager and follow the employing organisation policy.

## **11.10 Occupational Health Referrals**

11.10.1 If felt an occupational health referral should be made, the line manager should complete the paperwork for the employing organisation and seek advice from the Trust HR. department or the Council's Health and Well Being Team. For Council employees, RD1 forms should be completed and these are available from the HR. advice line or the Health and Well Being team.

11.10.2 Council employees can be referred by a manager if they wish to utilise the services of the Occupational Health Counselling Support team. Line managers need to refer via the referral form on the link below:

<https://coventrycc.sharepoint.com/Info/Pages/Counselling-referral.aspx>

11.10.3 Trust staff may access additional support by self-referring to the Trust's Confidential Open Psychological Therapy for Employees Service (COPE).

Contact details:

COPE

Bedworth Resource Centre

9a Bulkington Road

Bedworth

CV12 9DG

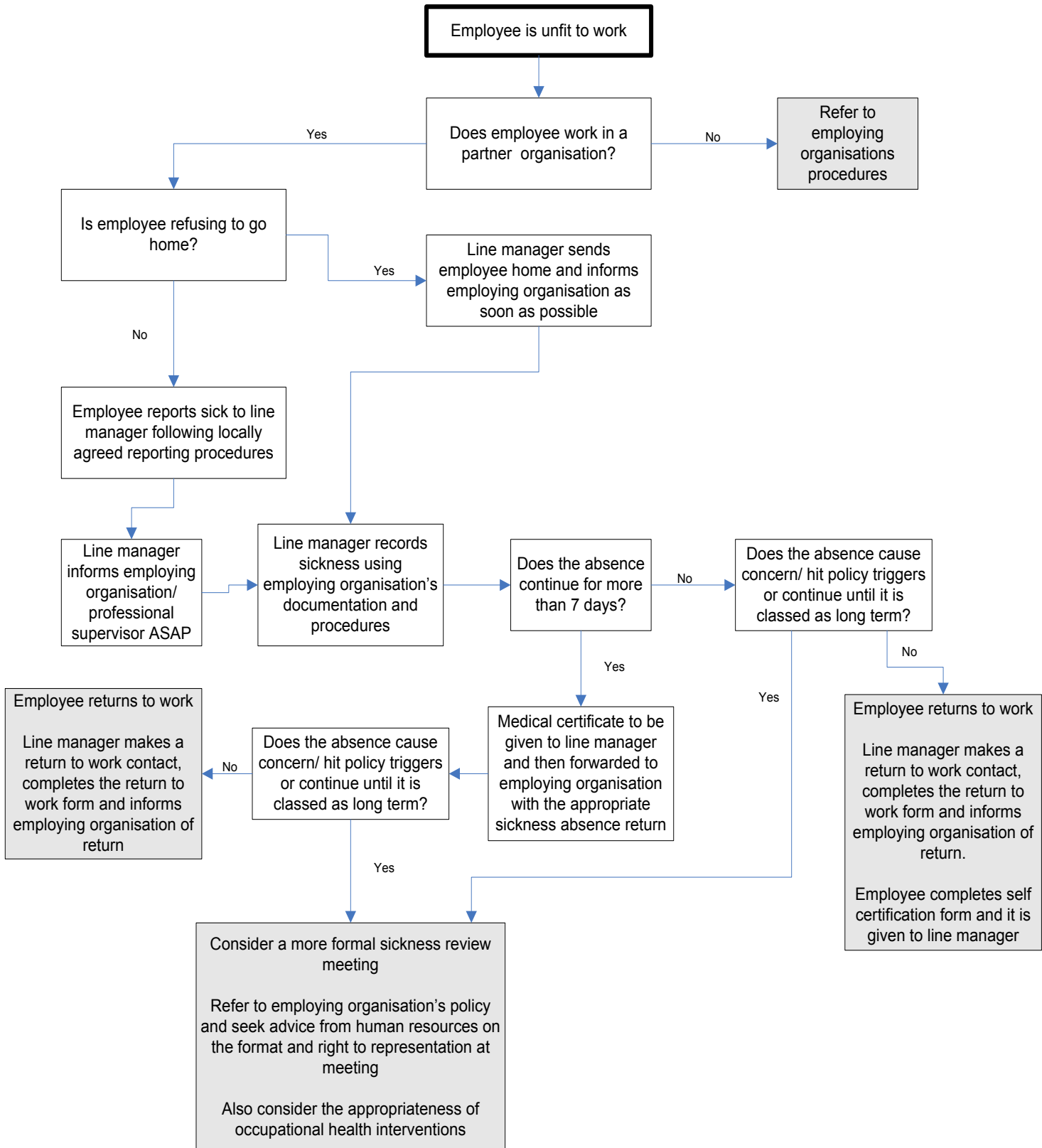
Telephone: 07920 581981

Email: COPE@cowwarkpt.nhs.uk

#### **11.10.4 Return to work**

The return to work after any period of absence due to sickness will be facilitated in line with the policy and procedures of the employing organisation, taking into account any advice received from the employers Occupational Health provider

## 11.11 Sickness absence flow chart



## **12. Organisational change**

### **12.1. The Council**

Organisational change will be managed and implemented in accordance with the City Council's Security of Employment Agreement.

### **12.2. The Trust**

12.2.1 Minor and major organisational change processes for Trust staff should be carried out in line with the Trust's Organisational Change Policy. A fundamental part of this policy is the Organisational Change Procedure found in Appendix 1 of the policy.

12.2.2 In order to ensure that the Trust's commitment to meaningful consultation is fully supported, managers should access further advice and support from the Human Resources Department before proceeding with any organisational change process

## **13. Training and development**

13.1 It is expected that all staff irrelevant of organisation will receive the appropriate training and development in order to carry out their role effectively.

13.2 For Coventry City Council staff, the following is mandatory training and should be completed by all staff regardless of grade:

- Safeguarding children and adults
- Equality and Diversity
- Customer Services
- 

13.3 AMHPs and Best Interest Assessors must complete continuous professional development training.

13.4 Trust staff and seconded Council staff are required to attend an annual statutory and mandatory training update. The statutory and mandatory training is reviewed in light of current issues and legal updates and the current programme is:

- Clinical supervision
- Dual diagnosis
- Food hygiene
- Food safety
- Health and safety (managers only)
- Mental Capacity Act
- Mental Health Act



- Storm (including refresher)
- Working with risk
- Life support
- MAPPA
- Safeguarding including child protection

13.5 It is **required** that Line Managers in all integrated teams attend Coventry City Council's training for:

- Promoting Health at Work
- Appraisal/Performance Development Training

13.6 This is to ensure that Managers support staff in the appropriate way and comply with Coventry City Council's reporting procedures.

13.7 The Council has a dedicated training department, Workforce Development. Should you wish to attend one of the above training courses, it is advisable to speak to your Line Manager in the first instance who will make the appropriate enquiries to Workforce Development via the HR. advice line.

13.8 See Schedule 8 paragraph 13 for further information regarding Training Development and Professional registration.

#### **14 Protocol for agreeing leave in an integrated mental health team**

14.1 Staff who are managed by a manager not employed by the same agency, will request annual leave from their line manager, who will use the agreed procedures of the member of staff's own employing authority. For council employees details of individual's entitlement can be obtained through Employment Services either by e-mail or by contacting the HR. Advice Line – option 2.

14.2 AMHPs who take part in the rota should check that their annual leave does not compromise the rota. If this is the case, they are responsible for exchanging their AMHP days with a colleague AMHP. If they encounter difficulties in resolving the cover, they should discuss this with the manager responsible for managing the rota. Responsibilities connected to the AMHP rota should be resolved prior to asking the line manager for leave.

14.3 Requests for leave other than annual leave should also be referred to the immediate line manager; this may include, Compassionate Leave, Study Leave, Unpaid Leave, and Maternity Leave, time off for jury service and for official trade union duties. Study leave will be considered and agreed by the line manager and

the professional supervisor who will be the Council's Lead Practitioner for seconded Council staff in single line managed teams. The Council has a leave of absence scheme which can be accessed by contacting the HR. advice line.

- 14.4 Requests should be responded to using the agreed policies of the person's employing authority.
- 14.5 Requests for study leave for seconded employees will take account of the Council's requirement for staff to fulfil mandatory training requirements such as AMHP training and refresher training, Assessed and Supported Year in Employment (ASYE) development and Health and Care Professionals Council (HCPC) requirements.
- 14.6 In circumstances where there is not agreement about the line manager's decision, advice should be sought by the line manager from the appropriate Council Manager. For matters relating to the leave scheme, the Council's HR. Advice Line can be contacted in the first instance.

## **15 Supervision**

### **15.1 Introduction**

- 15.1.1 It is expected that staff will receive both line management supervision or "One-to-ones", from the Line Manager and specialist supervision, from a designated professional supervisor, connected to the duties of the job where appropriate.
- 15.1.2 If the Line Manager is from a different profession or discipline then line management and clinical / professional supervision may not come from the same person.
- 15.1.3 Coventry social care practitioners will always have a designated professional supervisor and this will always be a Senior Social Care Practitioner in the integrated mental health service.
- 15.1.4 The Council administrative and support staff will receive their line management supervision or "One-to-ones" from their Line Manager and any additional specialist support required to undertake their Council duties

from an appropriate Council employee who will be identified for each member of staff.

## **15.2 Operational Line Management**

15.2.1 The operational Team Manager will be responsible for providing:

- Caseload Management
- Ensuring supervisees are enabled to undertake satisfactorily Council statutory duties and that key legislation and policy is understood and applied
- “One-to-one” supervision
- Annual appraisal **with** the clinical / professional supervisor in line with the employing organisations policies and procedures
- Workload Allocation; ensuring the balance and types of cases is manageable
- Operational day to day management including the co-ordination of sickness annual leave and associated monitoring returns etc.
- Issues relating to conduct
- In accordance with the Partnership Agreement requirements, and those stated above, agree with the clinical / professional supervisor and the member of staff, what additional clinical / professional supervision is required and by whom via periodic tripartite meetings (clinical supervisor, line manager and employee)
- Ensuring team members are enabled to take the agreed study leave required to fulfil their professional and employing authority obligations
- Information sharing from briefings and updates
- Performance expectations and clear feedback
- Local protocols
- Discussion and management plans of all safeguarding cases

## **15.3 The Professional / Clinical Supervisor will be responsible for providing:**

- A professional supervision contract agreed with the supervisee and Line Manager in accordance with the employing organisations policies and procedures. In the case of Social Workers seconded

from the Council, in line with the Professional Capabilities framework (PCF) for social workers

- Professional support & advice to individual clinicians / professional staff and managers within the Trust
- Ensuring that professional forums are established and operate to provide clinicians with up to date National, Regional and local information pertinent to their profession
- Ensuring national and local professional standards are met
- Annual appraisal in conjunction with the Line Manager and employee
- Participating as appropriate in processes to identify training priorities for the service.
- Providing professional input to recruitment and selection processes
- In conjunction with the Line Manager and the supervisee agree what additional clinical/professional supervision is required via periodic tripartite meetings
- Specific clinical/professional model input to the practitioner
- Ensuring that the clinician has access to best practice guidelines and evidence based practice with regard to their specific clinical and practice model
- Contacting the operational Line Manager and in the case of Council Employees, the General Manager for Social Care Governance, if the staff member ceases supervision in an unplanned way or if the supervisor become concerned that the staff member, a client of the Trust or Council, or the Trust or Council could be potentially at risk.
- Completion of monthly quality audits to verify professional practices in line with organisational requirements

**15.4 The member of staff will be responsible for:**

- Participating fully in caseload management professional / clinical supervision.
- Participating fully in the appraisal process
- Working within their professional and organisational codes of conduct
- Abiding by their employees terms and conditions of service

**15.5 In summary supervising professionals can be thought of within three headings**

### **15.5.1 Caseload Management.**

This is concerned with managing workload and the clinical/professional work of the individual and team. Each practitioner will receive caseload management from their immediate line manager. During the process of caseload management the manager will ensure that the work of the individual is do-able and meets the stated priorities of the integrated service in accordance with the Partnership Agreement. The process is both a supportive process and a quality assurance process in which the manager can assure themselves that the agreed processes, procedures and policies in force within the integrated service and of both the Council and the Trust are being adhered to. The process enables the Team Manager to ensure that services are delivered efficiently, to those in priority need and to required standards. Caseload management is carried out individually.

### **15.5.2 Professional and Clinical Supervision**

This is concerned with ensuring that the individual practitioner has the opportunity to be made aware of, discuss and explore aspects of professional development, theoretical knowledge base, technical skills, best practice, ethical concerns and employ reflective practice etc. This will be provided on an individual basis for social care practitioners by the professional supervisor who will be a Senior Social Care Practitioner and may also be provided on a group basis. Social Care Senior Practitioners will be supported through professional supervision with one of the two lead Social Care Team Managers

### **15.5.3 One-to-ones**

In addition, the Line Manager will ensure that team members have opportunities to explore and develop the theoretical knowledge base, technical and interpersonal skills associated with their practice. Access to an “expert” knowledge base, with regard to specific clinical / practice models will often be appropriate as well as case specific discussions. These case specific discussions may take place within a multidisciplinary review process such as the CPA review or within individual or group supervision.

15.6 For more specific information, please refer to the relevant processes within your organisation.

## **16 Appraisal and personal development review**

### **16.1 The Council**

16.1.1 All staff seconded from the Council are subject to a performance management review, this is a yearly appraisal and should be conducted by the employee's Line Manager/Supervisor. The performance management review is an integral part of an employee's development. Prior to the employee's appraisal, the Line Manager must have attended the Council's Performance and Development Review training. Please contact the HR Advice Line for details on the Council's training courses.

### **16.2 The Trust**

16.2.1 The Trust is committed to ensuring that its employees have the necessary knowledge, skills and experience needed to carry out their duties and identifying any training/learning needs through an effective two way discussion between the manager and their employee.

16.2.2 All staff at least once a year should meet with their manager to have an appraisal and development review using the NHS KSF outline for their post. This should form part of an on-going relationship between the member of staff and their manager.

#### **16.2.3 Recording**

Managers must enter all completed appraisal dates onto the Electronic Staff Record (ESR)

#### **16.2.4 Reports**

The Workforce Team run monthly reports which are used as a monitoring tool to highlight which staff have received appraisal during a twelve (12) month period. This helps the Trust to monitor appraisal compliance.

## **17 Caseload and workload management**

### **17.1 What is Case Load Management?**

- 17.1.1 Case Load management is the process of ensuring that an individual practitioner's caseload reflects the stated integrated service priorities and allocation of client focused time in an equitable, fair and manageable way. The integrated service priorities will reflect local identified need and fall within the service descriptions outlined in the Partnership Agreement.
- 17.1.2 Caseload management sets out the kind and volume of work undertaken by the supervisee. A head count of case files or even of individual service users or families and carers is not usually a good indication of the actual work involved. The major elements of case load management are complexity risk, travel and indirect client based activity such as recording.
- 17.1.3 It allows for the Line Manager to provide operational support to practitioners as well as contributing to an overview of the total work of the team and the requirements on the team. In light of this Line Managers and practitioners can ensure that all service users with whom the team has contact, who present an actual or potential risk to themselves, or others are known and that appropriate, accessible care plans and risk / relapse management plans are put in place and documented. This process should also take account of the needs of carers.

## **17.2 Why Have Case Load Management?**

- 17.2.1 To provide operational management support
- 17.2.2 To give practitioners and operational managers the opportunity to discuss cases
- 17.2.3 To ensure the best workable fit between demand and resources
- 17.2.4 To contribute to workload management
- 17.2.5 To ensure that an auditable process exists for monitoring that record keeping is of the highest possible standards
- 17.2.6 To meet guidelines for best practice

## **17.3 How is Case Load Management to be carried out?**

- 17.3.1 Line Managers will meet with directly managed seconded employees at least once a month. These should be planned in advance and time

prioritised. At this meeting an opportunity will exist for practitioners to raise any concerns that they have about their caseload and to brief their manager on particular cases. The manager and team member will look at the overall makeup of the caseload discussing the balance between short and long term work, complexity, response times to referrals and other agreed time standards and caseload administration. It will not be practical to review each client's notes and care at each meeting and therefore agreement should be reached with each practitioner as to which of the following methods will be used for selecting case notes for review e.g.

- Notes in rotation
- "Crisis cases"
- Automatic review after a predefined period of time for each client

17.4 In addition to the above a random sample of case notes will be selected by the manager.

#### **17.5 What should be documented?**

17.5.1 In order to have an auditable process that complies with good practice it is necessary to have some documentation. The employing organisation's form will be used. Filling in this form is not the purpose of the exercise but is a record of the case discussion, action points and a way of enabling a quick analysis of the caseload with regard to makeup, duration and focus. Copies of the forms will be kept in a file by the Line Manager, a copy given to the team member and actions relating to specific cases should be recorded on the client's record. In this way the client can be assured that all of their records will be held together in context should they make application for access to their personal records.

#### **17.6 What is workload management?**

17.6.1 This expands the focus beyond client-worker transactions and acknowledges that the member of staff operates within a professional environment of some complexity.

17.6.2 It also enables a similar process to be undertaken for non-practitioner team members to ensure that they too are undertaking the key priorities for the integrated service as outlined in the Partnership Agreement and in support of the teams overall goals.



- 17.6.3 It takes into account other key activities that enable the team member to do their job, e.g. developmental activities.
- 17.6.4 It allows the Line Manager and the employee to estimate the range of work undertaken by an individual and the resources they require.
- 17.6.5 This takes time consuming but necessary activities into account, and also indicates any effort that has become redundant or is duplicated.
- 17.6.6 It allows for individual circumstances in teams where workers have differing spheres of responsibility.
- 17.6.7 This focus will enable the line Manager to help the team member:
- see the overall pattern and rate of their work
  - estimate appropriate timescales and apportioning of the various activities
  - determine most effective use of time and effort
- 17.6.8 Workload management systems help measure the resources used and available to a work group, it provides management information to all members of the team and to the wider partner organisation, especially if the system is operated across all teams providing the service.

## 17.7 **Which system?**

- 17.7.1 This protocol does not specify which caseload and workload management systems will be used. Whichever system is used will be agreed by each employing authority in consultation with the appropriate staff representatives.

## 18 **Health and safety**

- 18.1 All Trust and Council employees have a responsibility under the Health and Safety at Work Act 1974 to: -
- Take reasonable care for the Health and Safety of themselves and other people who may be affected by their acts and omissions at work.
  - Use all equipment provided by the Partnership Trust correctly and follow safe systems of working in accordance with training and instruction provided.

- Co-operate with managers to enable the Partnership Trust to fulfill its statutory obligations in accordance with Health & Safety policy and associated legislation.
- Draw to the attention of their manager, without delay, any work situation which might represent a serious and/or imminent danger.
- Attend all statutory and mandatory Health and Safety training.
- Ensure that they comply with the General Health and Safety Rules for Staff (Health and Safety Guidance H1-01).

18.2 Manager's should make reference to the employing organisation's policies and procedures should any specific issues arise

## **19 Reporting methods and authorisation of expenses**

### **19.1 Reporting**

19.1.1 All managers will keep a local file on their employees that they manage to maintain a complete record of their employment history. Examples of what to include are doctor's certificates, sickness record, annual leave, supervision notes, etc. Any queries on what to record please contact your line manager, who may refer to the human resources department for further clarity. For Council staff, personnel records are electronic. Line Managers should send copies of any documents which they wish to record in a personnel file to the Council's Employment Services team for scanning. This ensures that the Council has up to date personnel records for all employees, should the need to previous documentation arise.

19.1.2 Should the secondment arrangement of the employees cease, it is expected that the file will be passed back to the employing organisation.

### **19.2 Authorisation of Expenses**

19.2.1 Line Manager's will be required to sign an employee's request for payment of expenses. Should the employee be employed by another organisation to the Line Manager's then the expenses form will need to be countersigned by an authorised signatory within the employees own organisation before payment can be made.

19.2.2 It is the responsibility of the line manager to ensure that they are satisfied the claim is correct.

19.2.3 For Council employees, all expenses are paid through the Council's computerised record system – Resourcelink. All expenses should be input into Resourcelink and the money will be refunded to individual bank accounts.

## **20 Dress code**

20.1 Staff in single line managed teams will adhere to the dress code policy of their employer. Seconded Council employees will adhere to the dress code in line with Council's Code of Conduct.

20.2 If there are any continuing concerns with a member of staff in relation to the policy it will be addressed through the disciplinary process of the employee's employer.

## **21 Agile Working**

### **21.1 The Council**

21.1.1 Agile working will be managed and implemented according to the Council's policies on agile working.

### **21.2 The Trust**

21.2.1 The Trust recognises the need to develop modern working practices that enable staff to maximise their performance and productivity whilst maintaining a good work life balance. Agile working is the term used to describe how staff can work flexibly from any location, whether it is from a Trust building, in the community, from home or any combination of these. New technologies are making it easier to access information and work from a variety of locations.

21.2.2 The nature of agile working means that any decision to agree to agile working will depend on a number of factors, such as the requirements of the role and the facilities in place to support the member of staff. Any decision to adopt a form of agile working will be on the basis of mutual agreement between the staff member and the Trust.

21.3.3 The Trust's Agile Working Policy provides a framework for consistent and fair practice when managing staff on Agile working arrangements. The policy can be accessed via the Trust's Intranet site

## **Schedule 11**

### **Equipment and Information technology equipment**

**Provision of access to the Council's It System and Care director via the use of remote desk top via trust IT. Seconded council employees are provided with both a laptop and mobile phone, no council IT equipment is provided to trust staff.**

**Schedule 12**

**Not used**

## **Schedule 13**

### **Information sharing and Management of Records**

#### **1. Introduction**

- 1.1 This Schedule details the arrangements for joint working in the integrated mental health service in regard to information sharing and record management both at the organisational level and in regard to operational staff working practices. It should be read and complied with in accordance with clause 27 of this Agreement
- 1.2 In regard to the collection and determination of the use of the data on the Trust's systems (namely CareNotes) the Trust is the Data controller and thus would have the duties and responsibilities of the Data Controller with the Council as a Data Processor of data it accesses on the CareNotes system. The Trust is taking a lead in the integrated mental health teams and also in regard to the statutory duties and responsibilities (subject access requests/retention of records). In relation to subject access request the Trust will consult with the Council where appropriate and the Council will assist if information relating to the subject access request is on the Council's system.
- 1.3 In regard to the collection and determination of the use of the data on the Council's systems (namely Care Director) the Council is the Data controller and thus would have the duties and responsibilities of the Data Controller with the Trust as a Data Processor of data it access on the Care Director system.
- 1.4 Social care staff that are seconded to work within the integrated mental health services in the Trust will follow the Coventry and Warwickshire Partnership NHS Trust's Policies in regard to Information Governance and Records Management. This is to enable a consistent and joint approach to the management of information on an operational and practical basis.
- 1.5 The Trust's data protection and security policies must be adhered to. These must be accessed via the Trust's Intranet to ensure the correct and up to date version is used.

- 1.5 Seconded Council employees will follow the Council's policies and procedures in respect of records held on the Council system.

## **2. Information sharing**

- 2.1 All staff should follow the requirements of the Information Sharing Agreements Protocols that are in existence between the Council and the Trust.

- 2.2 The Council and the Trust are signatories to the Coventry & Warwickshire Health and Care Information Sharing Strategy. The document describes the shared commitment to the approach, behaviours and collaboration required to deliver solutions to information sharing requirements. It is intended to provide practical advice to staff needing to undertake information sharing.

- 2.3 Both organisations have also signed a multi-agency Information Sharing Protocol which sets out the principles for information sharing between Partner Organisations the Protocol sets out the rules that all people working for or with the Partner Organisations must follow when using and sharing information.

- 2.4 Tier 2 level – this provides for more general sharing of information in relation to the provision of the integrated services.

- 2.5 Tier 3 level – there are two of these

One a specific sharing protocol in regard to the data items being shared in relation to monitoring and performance measures and would be only applicable to Managers/specialist in Information Departments.

The other is to support the sharing of information between Integrated Practice Unit 18-21 and the Council's Older Peoples Teams.

*The Tier 2 and Tier 3 Protocols will be available on both organisations Intranet pages under Information Governance – Sharing of Information Protocols*

- 2.6 Both the Trust and the Council have a legal duty to inform individuals how their information will be processed. Both Trust and Seconded Council employees will provide the Trust Privacy Notice for information they record on the Trust's systems. Seconded Council employees will also provide the Council's Privacy notice for information that is recorded on the Council's system.

### **3. Recording Information**

- 3.1 In line with the principles contained within this Agreement, the service user's record will be integrated in one system as far as possible.

- 3.2 Records relating to the integrated mental health service will be held on the Trust system and will be managed and maintained by the Trust as the Data Controller.

- 3.3 Records relating to the provision of a Council Care and Support plan under the Care Act 2014 and the provision of care and support services will be held on the Council's system and will be managed and maintained by the Council as the Data Controller, subject to Council policies and procedure.

### **4. Access to records**

- 4.1 The Trust will be responsible for responding to and managing requests in relation to individual's rights, such as access to records, erasure and restriction in relation to the integrated mental health record and this will be done in line with Trust policies.

- 4.2 The Trust will liaise with the Council to ensure that any minimum data set of a service user's record held on the Council's system, Care Director, are also dealt with as a result of the access request.



- 4.3 Access to records by internal and external auditors will be based on an examination of the legal or other authority to have such access to both personal and sensitive data.
- 4.4 The Council maintains the right for appropriate officers to access any records, individual or general held for the purpose of the delivery of the Council's delegated social care functions and responsibilities.

## **5. Retention and Destruction of Records**

- 5.1 The destruction of records, both paper and electronic, will be undertaken in line with the Information Governance Alliance Records Management Code of Practice for Health and Social Care 2016. Where the minimum retention periods differ between social care records and health records, the longer retention period will be adhered to. Trust and Council policies will be followed for their respective records.

Here is the link to the Code of Practice and Retention Schedule

<https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/codes-of-practice-for-handling-information-in-health-and-care/records-management-code-of-practice-for-health-and-social-care-2016>

## **6. Information Security Breaches**

- 6.1 Information Security breaches – in the event of a loss/theft, unauthorised disclosure of patient identifiable/sensitive personal data, the Incident reporting system and procedures of the Coventry and Warwickshire Partnership NHS Trust will be operated. Thus staff should complete a Trust Incident report form and have this countersigned by their Team Manager. All such incidents must be reported to the Trust Patient Safety Team at which point the Trust's Information Governance Team are also alerted such that they can advise and record these incidents in line with the Information Commissioner's Office requirements.



## Schedule 14

### Adult Mental Health and Older Adult Mental Health

#### Council Policies and Eligibility Criteria

The following individuals are eligible for the Council's Services provided by the Integrated Service:

#### **(A) Assessment and Care Management**

1 The following individuals are eligible for the Council's Assessment and Care Management Services under paragraph 1 of Schedule 4:

Persons who:-

- 1.1 May appear to the Council that they may have needs for care and support services and
- 1.2 are ordinarily resident in the City of Coventry; or
- 1.3 are temporarily resident in the City of Coventry where there is a power to provide Council Services; or
- 1.4 are ordinarily resident in the area of other local social services authorities and where there is an agreement to provide services on behalf of these authorities;
- 1.5 are adults of working age or older people
- 1.6 appear to require a mental health service;
- 1.7 are eligible for services according to the Care Act 2014 eligibility criteria.

#### **(B) Eligibility for Care Services**

- 1 The Council's policies and procedures are to be followed by the Trust in providing delegated Council Functions of assessment and care management.
- 2 The Department of Health has established a single national framework for determining eligibility for adult social services. It applies to all services for adults provided by, or on behalf of, Social Services (with very few exceptions e.g. disabled

parking badges which are governed by the Road Traffic Act 2000). The new eligibility framework was implemented on 1<sup>st</sup> April 2015, with the implementation of the Care Act 2014 and supporting regulations and guidance.

- 3 The Care Act 2014 establishes a national minimum criteria for care and support services. If the eligibility criteria changes the Council will inform the Trust.
- 4 The Care Act 2014 also requires that all new cases should be reviewed at least within approximately 6 to 8 weeks, and then at least annually.
- 5 The Care Act 2014 together with supporting regulations and guidance also puts great emphasis on good practice in assessment, especially a personalised approach, and ensuring that assessment is in proportion to an individual's needs.
- 6 There should be no discrimination in the application of the eligibility criteria on any grounds such as age, gender, location, race, etc.

**(C) Parts II, III and IV of the Mental Health Act 1983**

- 1 The following individuals are eligible for the Council's Services under Parts II, III and IV of the Mental Health Act 1983 under paragraph 1.2 of Schedule 7:

Persons who are:-

- 1.1 ordinarily resident in the City of Coventry; or
- 1.2 temporarily resident in the City of Coventry where there is a power to provide Council Services; or
- 1.3 are ordinarily resident in the area of other local social services authorities and where there is an agreement to provide services on behalf of these authorities;
- 1.4 of all ages in accordance with the Mental Health Act 1983;
- 1.5 who appear to require a mental health service

**(D) Process for transfers of cases from IPU 18-21 to Older People Services - Coventry**

1.1 All section 117 remain the responsibility of IPU 18-21 for review and ongoing case management

1.2 The following work should be added to the Care Director system before transfer

*The Needs Assessment*

*The Support Plan or CPA/PDF this should include a breakdown of hrs days & times  
SRF (funding request)*

*Financial Notification request, for financial assessment. The request needs to be done on  
Care Director and then set as CLOSED in order for the finance team to pick it up*

*All up to date Risk Assessments*

*Any Carer's Assessments*

*Any signed Deed of Covenant*

*The service should be checked to ensure it is on Care Director*

*Transfer summary*

*Current Family connection name, addresses & Contact numbers should be completed*

*All assessments should be closed and signed by a manager*

1.3 Any Safeguarding should be on the system and all paperwork signed and closed. Active safeguarding cases should not be transferred

1.4 once all above is complete IPU 18-21 Admin will:

*Request case to be transferred to ASC- OP Services*

*Arrange to scan all information & documents onto Care Director and Email ASC OP*

*Service to confirm*

*ASC OP Service to acknowledge receipt of email and check the relevant documentation  
and email to confirm if case is to be accepted or not and reason why.*

*ASC OP Service to complete the necessary transfer of the case on Care Director and  
confirm.*

## Schedule 15

### Safeguarding Adults

#### 1. Introduction

- 1.1 The Coventry Safeguarding Adults Board is the multi-agency board which promotes, informs and supports Safeguarding Adults work within Coventry. It ensures that priority is given to the prevention of abuse and that adult safeguarding is integrated into other community initiatives and services. The CSAB operates in line with requirements made in the Care Act 2014 and supporting legislation and guidance.

Both the Trust and the Council are member agencies of the Coventry Safeguarding Adults Board (CSAB), and agree to the Constitution for the CSAB.

- 1.2 The CSAB operates within the definitions laid out within the “Safeguarding adults: multi-agency policy and procedures for the West Midlands” at [http://www.coventry.gov.uk/downloads/158/safeguarding\\_adults](http://www.coventry.gov.uk/downloads/158/safeguarding_adults)

#### 2. Council Responsibilities

The local authority responsibilities retained by the Council are:-

- 2.1.1 Leading the strategic interagency management arrangements to Safeguard Adults with care and support needs from abuse.
- 2.1.2 Undertaking Safeguarding responsibilities for all adults with care and support needs not covered within the remit of the Trust responsibilities and as detailed in paragraph 3 of this Schedule.
- 2.1.3. Undertaking Safeguarding responsibilities for service-related Safeguarding Adults referrals & concerns (i.e. where the abuse related risk relates to a safety or quality of care issue within a social care provider service).
- 2.1.4 The Director of Adult Services is responsible for either chairing, or ensuring the effective chairing of the CSAB.

### 3. **Trust responsibilities in relation to the integrated service**

3.1 The Trust responsibilities in relation to Safeguarding Adults are:-

3.2.1 To undertake safeguarding enquiries where required in accordance with the Care Act 2014.

3.3 Identify needs in risks of children of adult mental health service users, identify young carers in need of support and refer to children's social care services for support and intervention where necessary

3.4 This responsibility includes:

3.4.1 Ensuring the procedure laid out in "Safeguarding adults: multi-agency policy and procedures for the West Midlands" is implemented and followed.

3.4.2 Ensuring effective multi-agency working and information sharing is carried out.

3.4.3 Ensuring & checking that Partner agencies follow through agreed actions.

3.4.4 Ensuring arrangements are in place to support the timely, effective and safe transfer of safeguarding cases between Teams and the Central Booking Service, and acute inpatient areas.

3.4.5 Keeping full records of the Safeguarding Adults process and outcomes in line with their internal agency record-keeping processes and in line with record keeping processes agreed with the Council

3.4.6 Reporting aggregate data on the incidence and profile of Safeguarding Adults activity to the Coventry Safeguarding Adults Team and Coventry Safeguarding Adults Board in line with local and national reporting requirements.

3.4.7 As directed by the Coventry Safeguarding Adults Board undertake case file audit & quality assurance exercises and report outcomes & recommendations to the Board or nominated Coventry Safeguarding Adults Board subgroup

- 3.5 The Trust, with the assistance of the Council's General Manager for Social Care Governance will produce an operational policy that details how the Responsible Safeguarding Authority responsibilities will be allocated and discharged within the integrated service is reviewed and updated where required.
4. **Monitoring data to be provided to the Coventry Adults Safeguarding Board**
- 4.1 Aggregate data on the incidence and profile of Safeguarding Adults activity within mental health services will be provided to the Coventry Safeguarding Adults Board via the Coventry Safeguarding Adults Team with agreed input from the Trust Safeguarding Team and in line with local and national requirements.
- 4.2 The data must cover as a minimum the requirements of the DH Information Centre Safeguarding Adults Collection (SAC) dataset. This is a mandatory return.
- 4.3 This will be provided by the Trust to the Council from the commencement of the Agreement using agreed notification processes.
5. The Trust has signed up to the Coventry Safeguarding Adults Board staff development Framework devised by the CSAB staff development sub group. The Trust also has a mandatory safeguarding training programme which is complementary to the Safeguarding Adult's Board. All staff in the integrated teams access training according to their role and professional development from either the Multi-Agency Safeguarding programme or the Trust's safeguarding programme.



## **6 Training**

- 6.1 Safeguarding Training will be provided in line with the Multi-Agency Workforce Development Strategy and framework ratified by the Coventry Safeguarding Adults Board.
- 6.2 The Trust will supply details of Council employees trained by the Trust on a quarterly basis

## **Schedule 16**

### **Information and Monitoring Requirements for Performance of Local Authority Service Delivery of integrated services**

#### **1. Responsibilities**

- 1.1 The Section 75 Performance and Operations Sub Group will provide a quarterly report to the Section 75 Strategic Board outlining how well the integrated services are performing in respect of service outcomes and targets based on an agreed performance scorecard and quality audits, and customer surveys.
- 1.2 The currently agreed performance scorecard which is submitted to the Board is in Appendix A. This may be changed by agreement of the decision making members of the Board, the Director of Operations for the Trust and the the Head of Social Work- Mental Health and Sustainability of the Council. It is currently being updated and the new scorecard will be submitted to the decision makers of the Board for
- 1.3 An improvement plan will be submitted alongside the performance scorecard if required. The outcome of the quality assurance audits and customer surveys will also be submitted by the Section 75 Performance and Operations Sub Group. The Board may require the Sub Group to put together an improvement and implementation plan if they agree one is necessary for the delivery of the integrated service.
- 1.4 The Trust, through its operational management arrangements, is responsible for ensuring that information is recorded on the appropriate and agreed client record system in accordance with the agreed business processes.
- 1.5 The Trust will provide performance data, as agreed by the Board, to the Council through the monthly Performance Monitor report and in addition will provide specified individual client data, as agreed by the Board, in order that the Council can assure robust performance information is available according to the provided definitions of the local authority indicators. The information sharing schedule details provision that has been made for this to be undertaken
- 1.6 The Associate Director of Secondary Care Mental Health Services is responsible for ensuring that the performance scorecard is available to the Section 75

Performance and Operations sub group and the Section 75 Strategic Board in agreed timescales and frequency.

- 1.7 Council performance targets will be proposed and monitored by the Partners through the Section 75 Strategic Board after taking appropriate advice from the Council and the Trust.
- 1.8 Improvements in performance will be monitored and achieved through the Trusts business and governance operations framework and reported to the Section 75 Strategic Board.

**2. Finance**

- 2.1 The Council’s Mental Health Service Manager will have direct accountability and responsibility to the Council for the Council’s mental health budgets that s/he holds. Information regarding costed social care packages will be put on Council information systems.
- 2.2 The minimum data set to be put on the Council client information system within the Referral process is attached as Appendix B to this Schedule 16.

**3. The Monitoring information to be provided, indicating the Partner responsible for providing the information shall include:**

| <b>CASELOAD</b>     | <b>RECORD</b>            | <b>EVENTS</b>         | <b>CARE PLAN</b>   |
|---------------------|--------------------------|-----------------------|--------------------|
| CareNotes Number    | CareNotes Number         | CareNotes Number      | CareNotes Number   |
| Staff Team          | nhs_number               | Event_type            | Careplan_Indicator |
| Staff Member        | surname                  | Event_date            | LSOA               |
| Staff Type          | forename                 | Hours_worked          |                    |
| Caseload Start Date | title                    | Employment_status     |                    |
| Caseload End Date   | date_of_birth            | Settled_accommodation |                    |
| Care Co-ordinator   | sex                      | Accommodation_status  |                    |
|                     | ethnic_origin            | Cluster               |                    |
|                     | marital_status           | HONOS_String          |                    |
|                     | address_1                | HONOS65+_String       |                    |
|                     | address_2                | Primary_diagnosis     |                    |
|                     | town                     | Secondary_diagnosis   |                    |
|                     | county                   | Staff_Type            |                    |
|                     | postcode                 | Assessment_reason     |                    |
|                     | CPA_at_end_of<br>_period | Team_type             |                    |
|                     | end_date                 | LSOA                  |                    |

|  |      |  |  |
|--|------|--|--|
|  | LSOA |  |  |
|--|------|--|--|

**4. Data Collection**

4.1 Appendix C to this Schedule details definitions and notes on the indicators and the collection of the data to ensure quality data.

**5. Mental Health Act Performance**

5.1 The Partners current arrangements for monitoring Mental Health Act 1983 (as amended) activity will continue. This will be reviewed and any changes required will be reviewed and referred to the Section 75 Strategic Board for agreement.

5.2 If either partner requires different information to be collected and reported upon in connection with the integrated service this will be referred to the Section 75 Operations and Performance Sub Group for consideration and the outcome will be reported to the Section 75 Strategic Board for consideration and decision.

**6. Updating this Schedule**

6.1 The Section 75 Strategic Board will ensure that this Schedule is updated to meet statutory and agreed local performance reporting requirements.

6.2 The information in this Schedule may be superseded by anything that may be recommended for agreement by the Section 75 Operations and Performance Sub Group and subsequently agreed by the Section 75 Strategic Board.

## S75 Performance Scorecard

| S75 PERFORMANCE SCORECARD Q2 2013/14 |  | Coventry and Warwickshire                   |                  | Mental Health (18-64)               | Mental Health (65+) | Mental Health (18-64)  |
|--------------------------------------|--|---|------------------|-------------------------------------|---------------------|--|
| <b>Performance</b>                   |  | <b>Key</b>                                  |                  | <b>Position vs. previous period</b> |                     |  |
| On target                            |  | YTD - Year to Date                          |                  | Only reports changes of at least 1% |                     | There will be a separate measure of qualitative data i.e. inclusion of Adult Social Care and Carer CWPT data |
| Behind target, but within 5%         |  | TGT - Annual Target                         |                  | Increase ↑                          |                     |  |
| Behind target by more than 5%        |  | ASAT - result as at last day of the quarter |                  | Decrease ↓                          |                     |  |
| No target                            |  | LY - Last year's result                     |                  | Consistent →                        |                     |  |
| <b>ASCOF Performance Measures</b>    |  | <b>Source</b>                               |                  | <b>COVENTRY</b>                     |                     | <b>WARWICKSHIRE</b>  |
| ASCOF 1C PART 1                      | Proportion of people using social care who receive self-directed support, and direct payments                                    | Analysed by ASC (ASC & ePEX)                | YTD<br>TGT<br>LY |                                     |                     |  |
| ASCOF 1C PART 2                      | Proportion of people using social care who are receiving direct payments   | Analysed by ASC (ASC & ePEX)                | YTD<br>TGT<br>LY |                                     |                     |  |
| ASCOF 1F                             | Proportion of adults in contact with secondary mental health services in paid employment (Aged 18-69)                            | Analysed by ASC (ASC & ePEX)                | YTD<br>TGT<br>LY |                                     |                     |  |
| ASCOF 1H                             | Proportion of adults in contact with secondary mental health services living independently, with or without support (Aged 18-69) | Analysed by ASC (ASC & ePEX)                | YTD<br>TGT<br>LY |                                     |                     |  |
| ASCOF 2A                             | Permanent admissions to residential and nursing care homes, per 100,000 population   | Analysed by ASC (ASC & ePEX)                | YTD<br>TGT<br>LY |                                     |                     |  |
| <b>Local indicators</b>              |  | <b>Source</b>                               |                  | <b>COVENTRY</b>                     |                     | <b>WARWICKSHIRE</b>  |
| 1F_Local                             | Proportion of adults in contact with secondary mental health services in paid employment (Social Care only) (Aged 18-69)         | Analysed by ASC (ePEX)                      | YTD<br>TGT<br>LY |                                     |                     |  |
| 1H_Local                             | Proportion of adults in contact with secondary mental health services living independently (Social Care only) (Aged 18-69)       | Analysed by ASC (ePEX)                      | YTD<br>TGT<br>LY |                                     |                     |  |
| 1C_CW_SDS                            | Proportion of people using social care who receive self-directed for long term services where a personal budget is appropriate   | Analysed by ASC (ASC & ePEX)                | YTD<br>TGT<br>LY |                                     |                     |  |
| NI135_Loc                            | Carers receiving needs assessment or review and a specific carer's service, or advice and info (reported year-end estimate)      | Analysed by ASC (ASC)                       | YTD<br>TGT<br>LY |                                     |                     |  |
| D40_Local                            | Citizens receiving a review  | Analysed by ASC (ASC)                       | YTD<br>TGT<br>LY |                                     |                     |  |

| Safeguarding (April - August 2013) |   | Source                |                   | COVENTRY |  | WARWICKSHIRE |  |
|------------------------------------|---|-----------------------|-------------------|----------|--|--------------|--|
| SG1                                | Number of safeguarding adults alerts                                | Analysed by ASC (ASC) | YTD<br>LY         |          |  |              |  |
| SG2 New                            | Number of Safeguarding referrals                                    | Analysed by ASC (ASC) | YTD<br>LY         |          |  |              |  |
| SG3                                | BME safeguarding alerts   | Analysed by ASC (ASC) | YTD<br>TGT<br>LY  |          |  |              |  |
| SG4                                | % Investigation and assessment completed within 20 days             | Analysed by ASC (ASC) | YTD<br>TGT<br>LY  |          |  |              |  |
| SG5                                | Number of Repeat Referrals during the last 12 months                | Analysed by ASC (ASC) | YTD<br>TGT<br>LY  |          |  |              |  |
| Key Management Information         |   | Source                |                   | COVENTRY |  | WARWICKSHIRE |  |
| New                                | Number of MH people diagnosed with Autism (Council System)          | Analysed by ASC (ASC) | YTD<br>LY         |          |  |              |  |
| New                                | Number of Referrals** (EPEX data)                                   | Analysed by ASC (ASC) | YTD<br>LY         |          |  |              |  |
| New                                | Number of Assessments (EPEX data)                                   | Analysed by ASC (ASC) | YTD<br>LY         |          |  |              |  |
| New                                | Number of Professional Support Services (EPEX data)                 | Analysed by ASC (ASC) | YTD<br>LY         |          |  |              |  |
| New                                | Number of Reviews (EPEX data)                                       | Analysed by ASC (ASC) | YTD<br>LY         |          |  |              |  |
| New                                | Number of Carer Assessments (Council System)                        | Analysed by ASC (ASC) | YTD<br>LY         |          |  |              |  |
| New                                | Number of admissions into Nursing/Res (ASCOP data) (Council System) | Analysed by ASC (ASC) | YTD<br>TGT<br>LY  |          |  |              |  |
| New                                | Number of people in permanent Nursing/Res Care (Council System)     | Analysed by ASC (ASC) | ASAT<br>TGT<br>LY |          |  |              |  |

\*\* People are counted more than once in Coventry's data in line with RAP R guidance

| S75 PERFORMANCE SCORECARD HR<br>Q2 2013/14 |   | Coventry and<br>Warwickshire                |      | Mental Health                |  | Mental Health       |  |
|--|---|---|------|------------------------------|--|---------------------|--|
| <b>Performance</b>                         |   | <b>Key</b>                                  |      | <b>Position vs. previous</b> |  |                     |  |
| On target                                  |   | YTD - Year to Date                          |      | Only reports changes of at   |  |                     |  |
| Behind target, but within 5%               |   | TGT - Annual Target                         |      | Increase ↑                   |  |                     |  |
| Behind target by more than 5%              |   | ASAT - result as at last day of the quarter |      | Decrease ↓                   |  |                     |  |
| No target                                  |   | LY - Last year's result                     |      | Consistent →                 |  |                     |  |
| <b>Local indicators</b>                    |   | <b>Source</b>                               |      | <b>COVENTRY</b>              |  | <b>WARWICKSHIRE</b> |  |
| HR1  | % Appraisals completed within financial year<br><br>April - September 2013  | Cov - Resourcelink<br>Warw - HRMS/ES        | YTD  |                              |  |                     |  |
|  |   |   | TGT  |                              |  |                     |  |
|  |   |   | LY   |                              |  |                     |  |
| HR 2                                       | Sickness (Days lost per FTE)*<br><br>As at 30 September 2013<br>*Warwickshire rolling 12 months                       | Cov - Resourcelink<br>Warw - HRMS/ES        | YTD  |                              |  |                     |  |
|  |   |   | TGT  |                              |  |                     |  |
|  |   |   | LY   |                              |  |                     |  |
| HR 3                                       | Mandatory Training - Safeguarding - % of staff trained of existing workforce<br><br>As at 30 September 2013           | Cov - Resourcelink<br>Warw - HRMS/ES        | ASAT |                              |  |                     |  |
|  |   |   | TGT  |                              |  |                     |  |
|  |   |   | LY   |                              |  |                     |  |
| HR 4                                       | Mandatory Training - Health and Safety - % of staff trained of existing workforce<br><br>As at 30 September 2013      | Cov - Resourcelink<br>Warw - HRMS/ES        | ASAT |                              |  |                     |  |
|  |   |   | TGT  |                              |  |                     |  |
|  |   |   | LY   |                              |  |                     |  |
| HR 5                                       | Mandatory Training - Equality and Diversity - % of staff trained of existing workforce<br><br>As at 30 September 2013 | Cov - Resourcelink<br>Warw - HRMS/ES        | ASAT |                              |  |                     |  |
|  |   |   | TGT  |                              |  |                     |  |
|  |   |   | LY   |                              |  |                     |  |
| HR 6                                       | Mandatory Training - Fire Safety - % of staff trained of existing workforce<br><br>As at 30 September 2013            | Cov - Resourcelink<br>Warw - HRMS/ES        | ASAT |                              |  |                     |  |
|  |   |   | TGT  |                              |  |                     |  |
|  |   |   | LY   |                              |  |                     |  |

## Appendix B

### Minimum Data fields required for completing referral.

|                               |   |                        |
|-------------------------------|---|------------------------|
| CD Number                     | Interpreter Required?                           | Primary Support Reason |
| First Name                    | Ethnicity                                       | Health Condition       |
| Surname                       | Religion  | Referrer's name        |
| Date of Birth                 | GP Name   |                        |
| Permanent Address             | GP Address                                      |                        |
| Permanent Address Post Code   | GP telephone number                             |                        |
| Property Type/ Housing Tenure | GP Email Address                                |                        |
| Temporary Address             | Next of kin/ Representative/<br>Principle Carer |                        |
| Temporary Address Post Code   | Relationship                                    |                        |
| NHS Number                    | Primary Category                                |                        |
| Telephone Number              | Secondary Category                              |                        |
| Preferred language            | Referral Date                                   |                        |
| Live Alone                    | Referral Reason                                 |                        |



**Section 75 Data Collection details**

**Information required from CARENOTES system in order to meet Coventry and Warwickshire Local Authority statutory performance returns for Adult Mental Health up to 2018/19**

1. The following fields will be required to provide the necessary breakdowns
  - Date of Birth
  - Gender
  - Ethnicity
  - Primary Diagnosis
  - Care Coordinator
  
2. The following fields will be required in order to match information from CARENOTES to the information held on the Coventry and Warwickshire client databases
  - CARENOTES number
  - NHS Number
  - Patient name
  - Patient address
  - Patient postcode
  
3. Information is required for all patients who have received a review (i.e. referral, ongoing or discharge) or a professional support service from a CPN, Social Worker or OT in a multi-disciplinary team within the integrated service. The teams in the integrated service for which performance information will be collected are currently
  - Single Point of Entry to Secondary Mental Health services
  - Acute Integrated Practice unit which includes Crisis Resolution Home Treatment Service
  - Integrated Practice Unit for services provided under Care clusters 3-8 (non psychoses)
  - Integrated Practice Unit for services provided under Care clusters 10-17 (psychoses) which also includes rehabilitation services
  - Integrated Practice Unit for services provided under Care clusters 18-21 (dementia); The Dementia Team

4. The Council will check the dataset each quarter against data contained within CareDirector, and provide the Trust with a list of people with a primary category of Mental Health, who are receiving support from Adult Social Care, but who are not captured in the dataset provided from CareNotes. The Trust would then audit these cases and take appropriate action to ensure all activity is captured.

## Data Collection table

| Indicator   | Notes  | CARENOTES Fields Required   |
|---|--|---|
| <p><b>Short and Long Term Services</b></p> <p><b>Feeding SALT Tables:</b></p> <p>STS001<br/>STS002a<br/>STS002b</p>                                 | <p>SALT tables require this information is broken down by:</p> <p><b><u>Number of requests for support received from New Clients</u></b></p> <p>This counts new patients, i.e. those not seen before or those previous seen and discharged. If a patient has not been discharged this would count as a reassessment (see reviews).</p> <p><b>Age Group</b><br/><b>Primary Support Reason</b><br/><b>Gender</b><br/><b>Ethnicity</b></p> <p><b>Sequel to Request (i.e. leading to service, not leading to service, service declined, signposted)</b><br/>(All referral reviews lead to a service except for those that have an end code of "00" which is "finished on professional advice")</p> <p><b><u>Referrals:</u></b></p> <p><b>Referral Source</b></p> <ul style="list-style-type: none"> <li>• Primary/Community Health</li> <li>• Secondary Health</li> <li>• All other sources</li> </ul> | <p><b>Events dataset:</b></p> <ul style="list-style-type: none"> <li>• Event Type</li> <li>• Event Date</li> <li>• Assessment Reason</li> <li>• Cluster</li> <li>• RefSRc</li> <li>• RefClosRsn</li> </ul>  |
| <p><b>Reviews</b></p> <p><b>Local Indicator:</b><br/>Review</p> <p><b>Feeding RAP tables:</b><br/>LTS002a<br/>LTS002b</p>                           | <p>This is the number of people who have received a review (i.e. ongoing or discharge review) or reassessment (i.e. referral review for an existing client) in the financial year.</p> <p>SALT tables require this information is broken down by:</p> <p><b>Age Group</b><br/><b>Client Group</b></p> <p><b>And Sequel to Review (i.e. leading to service, not leading to service, service declined)</b></p>   | <p><b>Events dataset:</b></p> <ul style="list-style-type: none"> <li>• Event Type</li> <li>• Event Date</li> <li>• Form Type</li> <li>• Review reason</li> <li>• Review outcome</li> </ul>  |
| <p><b>Supporting people to live at home</b></p> <p><b>Adult Social Care Outcomes Framework Measures:</b><br/>1C</p> <p><b>Local Indicators:</b></p> | <p>This is captured on the Local Authority Client based recording system.</p>  | <p><b>Caseload dataset:</b></p> <ul style="list-style-type: none"> <li>• Caseload Start Date</li> <li>• Caseload End Date</li> </ul> <p><b>Events Dataset:</b></p> <ul style="list-style-type: none"> <li>• Event Type</li> <li>• Event Date</li> </ul> |

|  |   |  |
|--|---|--|
| <p><b>Accommodation Status and Employment Status</b></p> <p><b>Adult Social Care Outcomes Framework Measures:</b><br/>1F, 1H</p> | <p>This information is reported by the Partnership Trust in the Mental Health Minimum Data Set. The Local Authorities are judged on its outturn as part of their annual assessment.</p> <p>This is the percentage of patients receiving a secondary mental health service who are in:</p> <ul style="list-style-type: none"> <li>• Settled accommodation (1H)</li> <li>• Employment (1F)</li> </ul> <p>NHS Digital publishes data on a scorecard.</p> | <p><b>Events dataset:</b></p> <ul style="list-style-type: none"> <li>• Event_type</li> <li>• Event_date</li> <li>• Hours_worked</li> <li>• Employment_status</li> <li>• Settled_accommodation</li> <li>• Accommodation_status</li> </ul> |
| <p><b>Safeguarding</b><br/>SAC mandatory return<br/>Local Indicator</p>  | <p>CWPT provide a monthly download of activity required for mandatory and local reporting and sent to Coventry City Council Safeguarding Team.</p>  |  |
| <p><b>Carers</b></p>   | <p>Information for carers in collected on the local authority client databases. This may require matching to information already specified</p>  |  |
| <p><b>Delayed Discharges</b><br/>ASCOF 2C</p>  | <p>This information is collected separately using the UNIFY system. No information is needed from CARENOTES</p>   |  |

## **Schedule 17**

### **Joint protocol between the Trust and the Council for the management of complaints**

- 1 The Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 ("the Complaints Regulations") provides a framework for NHS and Local Authority adult social care services to collaborate in handling complaints to ensure:
  - 1.1 A single consistent and agreed contact point for complainants.
  - 1.2 Regular and effective liaison and communication between complaints managers and complainants.
  - 1.3 That learning points arising from complaints covering more than one body are identified and addressed by each organisation.
- 2 There is a Joint Working Protocol on Adult Social Care and NHS Complaints 2010 for Coventry, Herefordshire, Solihull, Warwickshire, and Worcestershire, which provides a framework for collaboration in handling complaints which are about more than one NHS or Adult Social Care Authority.
- 3 These documents form the basis of an agreed approach to handling complaints about integrated mental health services provided by the Trust.
- 4 The Trust will encourage service users and their carers to challenge decisions and actions they do not understand or perhaps disagree with.
- 5 The Trust will aim to resolve complaints locally, investigating and answering complaints as close to where the problem occurred as possible. Where local resolution takes place this will be within one (1) working day.
- 6 In order to provide a coherent response to adults and older people receiving integrated mental health services from the Trust:
  - 6.1 The Trust's Complaints Lead will co-ordinate the consideration of all NHS and social care complaints issues relating to the Trust's services, acting as first point of contact for staff operating within the Trust, customers and their carers, and

complaints professionals within other organisations, and ensuring appropriate registration and monitoring of complaint investigation processes.

- 6.2 If the issues of complaint relate to both the Council and the Trust, the Trust's Complaints Lead will liaise with the Council's Adult Social Care Customer Relations Function, to determine which organisation should take the lead in investigating the complaint.
- 6.3 Where the Council has delegated any of its social care Functions relating to adults or older people with mental health difficulties to the Trust, the Trust will be responsible for investigating complaints about the discharge of those Functions in accordance with the above Complaints Regulations, and the Trust will forward a copy of the complaint investigation final response to the Council's Adult Social Care Customer Relations Function within 7 days of the completion of the complaint episode.
- 6.4 In the case of complaints to the Local Government Ombudsman about the Council's Functions there will be prior joint sign off by the Council and the Trust of any complaint responses. This will be the Assistant Director, Communities and Health for the Council and Director of Nursing and Quality for the Trust. In the event of a dispute about the content of any such complaint response, the decision will escalate through each organisation, with if necessary, the final agreement to joint agency sign off being made by the Chief Executives of the Council and the Trust
- 6.5 For clarity, if there is a need to make a payment to a complainant to remedy a complaint about the Council's Functions, this will be met by the Trust. If there is a need to make a payment to a complainant to remedy a complaint about the Excluded Functions this will met by the Council
- 6.6 The Trust Complaints Lead will also ensure that appropriate consideration is given to the need for additional advice and support for the complainant.
- 6.7 Where the Council have retained responsibility for a social care function, the Trust's Complaints Lead will forward the complaint to the Council's Adult Social Care Customer Relations Function.
- 6.8 All complaints about integrated services must be subject to a comprehensive risk assessment by an appropriate Trust manager, and urgent action must be taken to alert Partners if a high risk situation is identified.

- 6.9 The Trust's Complaints Lead will provide the Trust with regular information about the complaints received within the Trust, and will share this information with the Council's Adult Social Care Customer Relations Function. All records relating to a complaint about delegated adult social care Functions will be provided to the Council's Adult Social Care Customer Relations Function for their records and to enable full reporting of complaints activity for adult social care as a whole, including learning themes, levels of activity and level of resolution.
- 6.10 The Trust Complaints Lead will also have due regard for all relevant protocols regarding information sharing and information governance, human resource, performance management and disciplinary issues, in the co-ordination of complaints activity.
- 7 If a complaint involves both NHS and adult social care issues that do not fall within the Council delegated Functions to the Trust, the Trust Complaints Lead will arrange a strategy discussion with the Council's Adult Social Care Customer Relations Function within a target of 2 working days of receipt of a complaint which relates wholly or partly to social care Functions. Agreement will be reached on:
- 7.6 relevant complaints and/or other procedures,
  - 7.7 investigation parameters,
  - 7.8 extent to which social care and NHS investigation activity can be co-ordinated,
  - 7.9 sharing of information relevant to the complaint,
  - 7.10 access to interview Trust staff,
  - 7.11 how results of investigation are to be shared,
  - 7.12 lead responsibility for co-ordinating communication with complainant.
- 8 The Trust Complaints Lead should advise people who wish to complain about their detention under the Mental Health Act 1983 (as amended by the 2007 Act) of their right to appeal to the Mental Health Review Tribunal. However, complaints about the actions of the Approved Mental Health Professional's actions during the process are covered by the Council's complaints procedures, and the Trust Complaints Manager should liaise with the Council's Adult Social Care Customer Relations Function to pursue their complaint through the Council's procedures.

- 9 The Trust Complaints Lead will also be responsible for co-ordinating organisational learning activity from all complaints with the relevant lead manager for the service area and the Council's Adult Social Care Customer Relations Function as appropriate.
- 10 If either partner wishes to raise matters on how complaints relating to the integrated service are progressed this can be raised with the Section 75 Performance and Operations sub – group. If the matter cannot be resolved at this level it will be referred to the Board for resolution