

MUNICIPAL YEAR 2015/2016 REPORT NO. 150

MEETING TITLE AND DATE:

Cabinet – 20th January 2016

REPORT OF:

Director of Health,
Housing and Adult Social Care

Agenda – Part: 1

Item: 6

**Subject: Section 75 Agreement –
Integrated Mental Health Service**

Wards: All

Key Decision No: 4128

Cabinet Member consulted:

Cllr A Cazimoglu

Contact officer and telephone number:

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1. EXECUTIVE SUMMARY

- 1.1 This report seeks agreement for a revised Partnership Agreement between Enfield Council and Barnet, Enfield and Haringey Mental Health Trust, in accordance with Section 75 of the National Health Service Act (2006). This agreement is designed to formalise the Integrated Mental Health Service joint working arrangements, facilitating effective and efficient partnership working between the two parties.
- 1.2 Enfield Council and BEH Mental Health Trust have a history of joint working which was formalised in a Section 75 Agreement in 2008. The creation of a new Section 75 Agreement seeks to build on work to date while also providing a robust framework within which the service can be provided. The 2008 Section 75 agreement will be formally terminated and replaced by the revised Section 75 agreement.
- 1.2 It is proposed that the Section 75 Agreement is put in place from January 2016 up until 31 March 2017 to formalise the current partnership arrangements through a period of transition which is currently being experienced by both organisations.
- 1.3 Within the period of the extension, the council and the BEH Mental Health trust will work together with the Enfield 2017 programme to identify areas of business process and IT systems that can be redesigned and reengineered to improve outcomes at lower cost.

2. RECOMMENDATIONS

- 2.1 The Cabinet are asked to:
 - I. Endorse the formal termination of the 2008 Section 75 Agreement and that it be replaced by the revised Section 75 Agreement between Enfield Council and Barnet, Enfield and Haringey Mental Health Trust to formalise arrangements for the Integrated Mental Health Service.
 - II. Delegate to the Assistant Director of Strategy and Resources in conjunction with the Clinical Director for Barnet, Enfield and Haringey Mental Health Trust responsibility for varying the schedules in line with joint working arrangements between Enfield Council and the Trust.

2. RECOMMENDATIONS Cont.

- III. Delegate to the Assistant Director of Strategy and Resources in conjunction with the Clinical Director for Barnet, Enfield and Haringey Mental Health Trust responsibility for working with the E2017 programme to identify and implement efficiencies within the service that improve outcomes and increase value for money.

3. BACKGROUND

- 3.1 The Section 75 partnership arrangements in the National Health Service Act 2006 (formerly Section 31 of the Health Act 1999 – Health Act Flexibilities) have been developed to give local authorities and NHS bodies the ability to respond effectively to improve services, either by joining up existing services or developing new, co-ordinated services. Section 75 agreements can be agreed for one or more of the following:

Pooled funds - the ability for partners each to contribute agreed funds to a single pot, to be spent on agreed projects for designated services

Lead commissioning - the partners can agree to delegate commissioning of a service to one lead organisation

Integrated provision - the partners can join together their staff, resources, and management structures to integrate the provision of a service from managerial level to the front line.

- 3.2 Enfield Council and Barnet, Enfield and Haringey Mental Health Trust have a history of joint working which was formalised in a Section 75 Agreement in 2008. This partnership agreement enables the Trust and the Council to establish and maintain integrated provision for delivery of services to adults with mental health difficulties for whom the Trust and Council have a responsibility to provide health and social care. Council and Trust managers ensure that their respective community mental health staff, work together to meet the assessed needs of Enfield residents, whose lives are affected by severe mental illness including dementia.
- 3.3 In practice, this means our doctors, nurses, social workers, managers and other key staff continue to work jointly in integrated community mental health teams for adults of working age and older people. This ensures that delivery of mental health and social care services across the borough, including services to people in their own homes, is thorough and to a high standard.
- 3.4 The creation of a new Section 75 Agreement will allow the two partners to build on work to date, providing an updated framework within which the service can be provided as well as promoting opportunities for efficiencies for both organisations. The partnership arrangement will continue to delegate responsibility for management to the lead organisation, Barnet, Enfield and

Haringey Mental Health Trust. The 2008 Section 75 agreement will be formally terminated and replaced by the revised Section 75 agreement.

- 3.5 In achieving this top level of service integration, the Council and Mental Health Trust wish to revise the formal section 75 agreement – an agreement that seeks to ensure skilled delivery and good governance in their jointly operated services.
- 3.6 During the period of the current agreement, the council has successfully implemented the Enfield 2017 programme and this is delivering improved IT systems and outcomes across the council. The extension of the agreement offers the opportunity to extend this support to the Integrated Mental Health Service, ensuring that value for money for both the council and BEH is maximised.

4. AIMS AND OBJECTIVES

- 4.1 The overarching aim of the section 75 agreement is to continue the operation of the Integrated Mental Health Service. The partners will work collaboratively to deliver the aims set out below:
- To promote co-ordinated services at all levels in both the Authority and the Trust.
 - To further integrate health and social care to promote the independence, social inclusion and well-being of people with mental health needs in the London Borough of Enfield.
 - To harmonise assessment and care management practices in both the Authority and the Trust.
 - To provide care on a continuum through community and hospital settings.
 - To continue to provide Service User focused community based services.
 - To commission Services in a more co-ordinated way by identifying the benefits and options of service commissioning and support services between the Partners as set out in the White paper 'Our Health, Our Care, Our Say'/'Strong and Prosperous Communities', the Joint Commissioning Framework, Putting People First, NHS operating framework and Best Value.
 - To explore and promote opportunities for efficiencies for both organisations via the use of the tools and approaches already used by the council within the Enfield 2017 programme.
 - To raise standards by improving the quality and responsiveness of Services.

- To shift resources where appropriate to focus on promotion of well-being and the extension of universal services rather than specialists at high cost.
- To seek to deliver more seamless service provision to Service Users ensuring the Services provided meet the needs of Service Users as a whole and individuals can more easily access the services required.

5. OVERVIEW OF SCHEDULES

- 5.1 Draft schedules outlining contributions to the agreement can be found in appendix 1.

6. GOVERNANCE ARRANGEMENTS

- 6.1 Both parties shall nominate Authorised Officers, who shall be the main point of contact and be responsible for representing their respective organisations in connection with the Partnership Arrangements.
- 6.2 The Authorised Officers shall be responsible for taking decisions concerning the Partnership Arrangements, unless they indicate that the decision is one that must be referred to their respective boards.
- 6.3 The Partners shall each appoint officers to the Mental Health Section 75 Board. The terms of reference of the Mental Health Section 75 Board are set out in Schedule 4 of the agreement.

7. ALTERNATIVE OPTIONS CONSIDERED

- 7.1 A number of alternative options were considered and these included:
- 7.2 **Do nothing** – this was viewed as unviable as the 2008 Section 75 agreement is outdated and no longer represents the partnership arrangements which are currently in place. By implementing a new agreement both parties can maintain integrated provision for delivery of services to people with mental health difficulties for whom the Trust and Council have a responsibility to provide health and social care.
- 7.3 **Terminate the 2008 Section 75 agreement and end partnership arrangements** – this was viewed as unviable as both parties wish to continue to deliver the integrated service provision and it is therefore necessary to formalise the arrangements to safeguard service delivery.

8. REASONS FOR RECOMMENDATIONS

- 8.1 Enfield Council and the Trust have a history of joint working to deliver an Integrated Mental Health Service. The current Section 75 Agreement was produced in 2008 and is therefore not representative of the arrangements currently in place. Through the implementation of a revised Section 75 agreement, both parties are committed to ensuring the continued delivery of

the service, while recognising that efficiencies and improvements can be made.

9. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES AND OTHER DEPARTMENTS

9.1 Financial Implications

- 9.1.1 This section 75 agreement between the Council and Barnet, Enfield and Haringey Mental Health Trust will formalise arrangements for the Integrated Mental Health Service. There are no additional budget or spend implications as a result of this agreement.

9.2 Legal Implications

- 9.2.2 The Council has power under section 111 of the Local Government Act 1972 to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of its functions.
- 9.2.3 Section 1 of the Localism Act 2011 further empowers the Council to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles.
- 9.2.4 Section 75 of the National Health Service Act 2006 contains powers enabling NHS bodies (as defined in section 275 of the NHS Act 2006) to exercise certain local authority functions and for local authorities to exercise various NHS functions. The Agreement is made pursuant to section 75 of National Health Service Act 2006 and in accordance with Section 1 of the Localism Act 2011.
- 9.2.5 Throughout the duration of the Agreement, the Council must ensure value for money in accordance with the overriding Best Value Principles under the Local Government Act 1999.

9.3 Property Implications

None.

10. KEY RISKS

10.1 Additional statutory or legislative changes are made throughout the duration of the Agreement.

This risk has been mitigated by seeking approval to delegate variations during the term of the Agreement to the Assistant Director of Strategy and Resources as appropriate through the Councils scheme of delegation.

10.2 The available resources at both organisations are reviewed and existing capacity levels cannot be maintained.

This has been mitigated by specifying the contributions to the integrated mental health service as agreed as part of the budget setting processes at both organisations.

11. IMPACT ON COUNCIL PRIORITIES

11.1 Fairness for All

The section 75 partnership agreement will contribute to delivering access to high quality health and social care services for local people through the facilitation of further integrated working, improving outcomes for health and social care.

11.2 Growth and Sustainability

Enfield Council and Barnet, Enfield and Haringey Mental Health Trust will be able to continue to develop an Integrated Mental Health Service, to ensure sufficient, high quality services are available to meet local demand.

11.3 Strong Communities

The section 75 agreement will further strengthen the partnership between Enfield Council and Barnet, Enfield and Haringey Mental Health Trust and support integration across health and social care and the co-ordination of resources to provide more efficient and effective services.

12. EQUALITIES IMPACT IMPLICATIONS

- 12.1 The implementation of the revised section 75 agreement will have no direct impact on the services delivered to Enfield residents.

13. PERFORMANCE MANAGEMENT IMPLICATIONS

- 13.1 The performance reporting arrangements are specified within the agreement and set out the frequency of monitoring and what information will be collected. The section 75 agreement will build on work already undertaken to integrate Mental Health services and evidence the Council's ongoing commitment to a partnership with Barnet, Enfield and Haringey Mental Health Trust to improve outcomes for local residents. The section 75 agreement will provide the mechanism through which seamless health and social care provision can be delivered thus improving the outcomes for local people.

14. HEALTH AND SAFETY IMPLICATIONS

Not applicable.

15. HR IMPLICATIONS

- 15.1 Staff currently employed by Enfield Council and working under services falling within the remit of the Section 75 Agreement have signed secondment agreements transferring their day to day management and supervision to the Barnet, Enfield and Haringey Mental Health Trust. New staff are issued with a secondment agreement at the point of joining the Council. These staff remain Enfield Council employees and will automatically transfer back to the Council in the event that the section 75 agreement is terminated.
- 15.2 All managers within the Trust who are responsible for Enfield Council staff or Enfield Council managers responsible for managing an NHS member of staff will need to be aware of the HR policies and practices relevant to each organisation. This has been clarified under the Agreement.

16. PUBLIC HEALTH IMPLICATIONS

- 16.1 The section 75 agreement will facilitate better integration and joint working arrangements across health and social care, which will contribute to a more strategic approach to the delivery of services and therefore offer the opportunity to improve public health as a result.

Background Papers

None.

APPENDIX 1 – SECTION 75 AGREEMENT DRAFT SCHEDULES

SCHEDULE 1: OPERATIONAL, GOVERNANCE AND QUALITY

1. AIMS AND OBJECTIVES

The overarching aim of this Agreement is to continue the operation of the Integrated Mental Health Service established by the partners as set out in this agreement. The partners will work collaboratively, through the governance arrangements described in this agreement, to meet the objectives set out below:

- To promote co-ordinated services at all levels in both the Authority and the Trust.
- To further integrate health and social care to promote the independence, social inclusion and well-being of people with mental health needs in the London Borough of Enfield.
- To harmonise assessment and care management practices in both the Authority and the Trust.
- To provide care on a continuum through community and hospital settings.
- To continue to provide Service User focused community based services.
- To commission Services in a more co-ordinated way by identifying the benefits and options of service commissioning and support services between the Partners as set out in the White paper 'Our Health, Our Care, Our Say'/'Strong and Prosperous Communities', the Joint Commissioning Framework, Putting People First, NHS operating framework and Best Value.
- To raise standards by improving the quality and responsiveness of Services.
- To ensure operational and governance issues are in accordance with this Agreement as set out in Schedules 1 and 4.
- To shift resources where appropriate to focus on promotion of well-being and the extension of universal services rather than specialists at high cost.
- To seek to deliver more seamless service provision to Service Users ensuring the Services provided meet the needs of Service Users as a whole and individuals can more easily access the services required.

2. STANDARDS OF CONDUCT

The Parties will comply with, and will ensure the Arrangements comply with, all statutory requirements, national and local and other guidance on conduct and probity.

2.1 STANDARDS OF SERVICE

2.1.1 Best Value

The Council is subject to the duty of Best Value under the Local Government Act 1999. The Arrangements will therefore be subject to the Council's obligations for Best Value and Barnet, Enfield and Haringey Mental Health Trust will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.

2.1.2 Clinical Governance

Barnet, Enfield and Haringey Mental Health Trust is subject to a duty of Clinical Governance obligations (a framework through which the NHS is accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish). The Arrangements will be subject to such Clinical Governance obligations.

2.1.3 Corporate Governance

Barnet, Enfield and Haringey Mental Health Trust and Enfield Council must comply with the principles and standards of corporate governance relevant to the NHS National Commissioning Board and to Local Authorities.

2.1.4 Risk Management and Internal Control

The Parties shall ensure that each Party shall establish and maintain effective processes for managing risk to include:

- 2.1.4.1 awareness and understanding of key issues and the promotion of discussion on the identification and management of strategic and operational risks; and
- 2.1.4.2 controls and plans designed to mitigate and manage the risks specified in Clause 2.4.1.1 (such controls and plans shall include the use of a risk register).

The Parties shall make available to each other all necessary information including the management of all risks associated with the Arrangements so as to enable each of them to effectively manage such risks.

2.2 QUALITY

- 2.2.1 The Parties shall ensure that all services are reviewed against key safety criteria. This will include a review against safeguarding and SUI processes; recruitment processes of both organisations including DBS checks and checks in respect of registration with professional bodies; and compliance with regulatory standards such as Care Quality Commission and Clinical Governance processes. Where it is identified that services are not operating at the desired standard, action plans will be produced and implemented to address the shortfalls.
- 2.2.2 The Parties shall support the implementation of the Adults Safeguarding Strategy, Serious Untoward Incident (SUI) process and the Multi-Agency Safeguarding Hub. Barnet, Enfield and Haringey Mental Health Trust will also provide key support to the multi-agency hub(s), to respond to concerns, advise and support staff, provide expertise and knowledge, share information and contribute towards the protection of vulnerable children and adults.
- 2.2.3 The Parties shall ensure that staff are trained to undertake risk assessments, respond to safeguarding concerns and undertake Sec 42 Enquiries as appropriate, ensuring knowledge of all relevant processes and procedures for safeguarding and SUIs is developed among the workforce.
- 2.2.4 Feedback from Service Users and patients regarding the quality of services received shall be obtained by both Parties as appropriate to inform improvements in services.

2.6 EMERGENCY PLANNING

The Parties shall co-operate with each other in the discharge of each Party's responsibilities in respect of emergency planning.

2.7 GENERAL SERVICE STANDARDS

General Service Standards for the Arrangements will be set by the Parties in accordance with the National Service Framework, other legislation and guidance produced by the Department of Health and as may be agreed by the Parties.

The Parties may review the operation of the arrangements and all or any procedures or requirements of this Agreement as a result of any relevant statutory or other legislation or guidance affecting the arrangements, in accordance with Clause 15 of this Agreement.

2.8 WORKFORCE STRATEGY

The Parties shall agree on a performance management and supervisory framework for all their employees involved with the Arrangements.

2.9 EQUALITY AND EQUAL OPPORTUNITIES

The Parties are committed to an approach to equality and equal opportunities as represented in their respective policies. The Parties will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

2.10 DEVELOPMENT OF NEW POLICIES

The Parties will:

2.8.1 develop policies which build on the best practice of each Party; and

2.8.2 develop a quality assurance system which builds on the best practice of each Party.

2.11 USE OF EXISTING POLICIES

Until new policies and procedures are established the Parties will use the pre-existing policies as applied to the Services prior to the Commencement Date. Where conflicting procedures are identified the Councils procedures shall take precedence.

3. PERFORMANCE MANAGEMENT AND INSPECTION

The Parties will be subject to performance management by the Commission for Social Care and by the Health Care Commission or any other replacement bodies so determined by the Department of Health. The Arrangements will be subject to the scrutiny of the Parties internal and external auditors and must also satisfy the other Party's external auditors in relation to the other Party's accountability.

Performance reporting will take place on a quarterly basis to the Mental Health Section 75 Board. In addition the service will be responsible for monthly performance monitoring and will alert the Mental Health Section 75 Board to any areas of concern as necessary.

4. CONFLICTS OF INTEREST

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

5. REVIEW AND REPORTING

5.1 During the term of this Agreement and on a six monthly basis, the Assistant Director of Strategy and Resources will submit to the Mental Health Section 75 Board detailed information regarding:

5.1.1 Performance & Quality

5.1.2 Financial Information

5.1.3 Risks

5.1.4 Human Resources issues

5.1.5 Governance

The information provided under this clause will appraise the progress of the Agreement.

5.2 Monitoring and Review of the Integrated Mental Health Services shall be carried out as specified in this agreement and will be in line with agreed performance frameworks.

5.3 Representatives from the Authority and the Trust will meet quarterly to review the performance and delivery of the Services.

5.4 Either Party may require that a review be carried out at any time outside the scheduled quarterly review, by providing the other party with one (1) month written notice.

5.5 In the event that either Party shall have any concerns about the operation, the Service, this Agreement or any provision there under or where either Party is in material breach, it may convene a review meeting with the other Partner with a view to agreeing a course of action to resolve such concerns or breach. If such cannot be resolved then either Party may refer for dispute resolution in accordance with Clause 28 Dispute Resolution of this Agreement.

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

6. ANNUAL REVIEW

6.1 The Partners agree to carry out a review of the Partnership Arrangements within two months of the end of each Financial Year (**Annual Review**), including:

- a. the performance of the Partnership Arrangements against the Aims and Objectives;
 - b. actual expenditure compared with agreed budgets, and reasons for and plans to address any actual or potential underspends or overspends;
 - c. review of plans and performance levels for the following year; and
 - d. plans to respond to any changes in policy or legislation applicable to the Services or the Partnership Arrangements.
- 6.2 The Parties agree that a joint report outlining the progress of the Agreement will be produced and submitted by the Assistant Director of Adult Social Care, to the Partners' respective boards and Cabinet member for Health, Housing and Adult Social Care, no later than 30th June each year. Such review shall contain but not limited to:
 - 6.2.1 shared learning and opportunities for joint training;
 - 6.2.2 a collation and evaluation of any statistics or information required to be kept by the Department of Health from time to time;
 - 6.2.3 the statutory functions of each of the Parties pursuant to Section 75 of the Act.

7. COMPLAINTS

- 7.1 The Partners shall work within the partners agreed complaints procedures.
- 7.2 The Partners shall each fully comply with any investigation by the Ombudsman, including providing access to Information and making staff available for interview.

8. OMBUDSMAN

- 8.1 If either Party is investigated by the Ombudsman, the other Party will co-operate with such investigation.
- 8.2 The Parties are required to act in accordance with any requirements of the Ombudsmen (such as the implementation and the payment of compensation).

9. INFORMATION SHARING

- 9.1 The Parties shall maintain the principles and standards of information governance protocols previously agreed by both Parties.

9.2 The Parties will establish and keep operational (and ensure that they are kept operational):-

9.2.1 an information sharing protocol which shall include
procedures (including forms) for handling user access and consent;

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

9.2.3 such additional policies procedures and documentation as shall be necessary in order to meet the purposes, guidance and requirements of Government and all relevant data protection legislation as they apply to the Parties and the Arrangements.

10. GOVERNANCE

10.1 The Parties will ensure that the appropriate Boards and Committees are informed of the performance of the Partnership Agreement, including the Mental Health Section 75 Board. This will include notification of any planned extensions to the end date. The Parties will provide an annual review report to the Mental Health Section 75 Board.

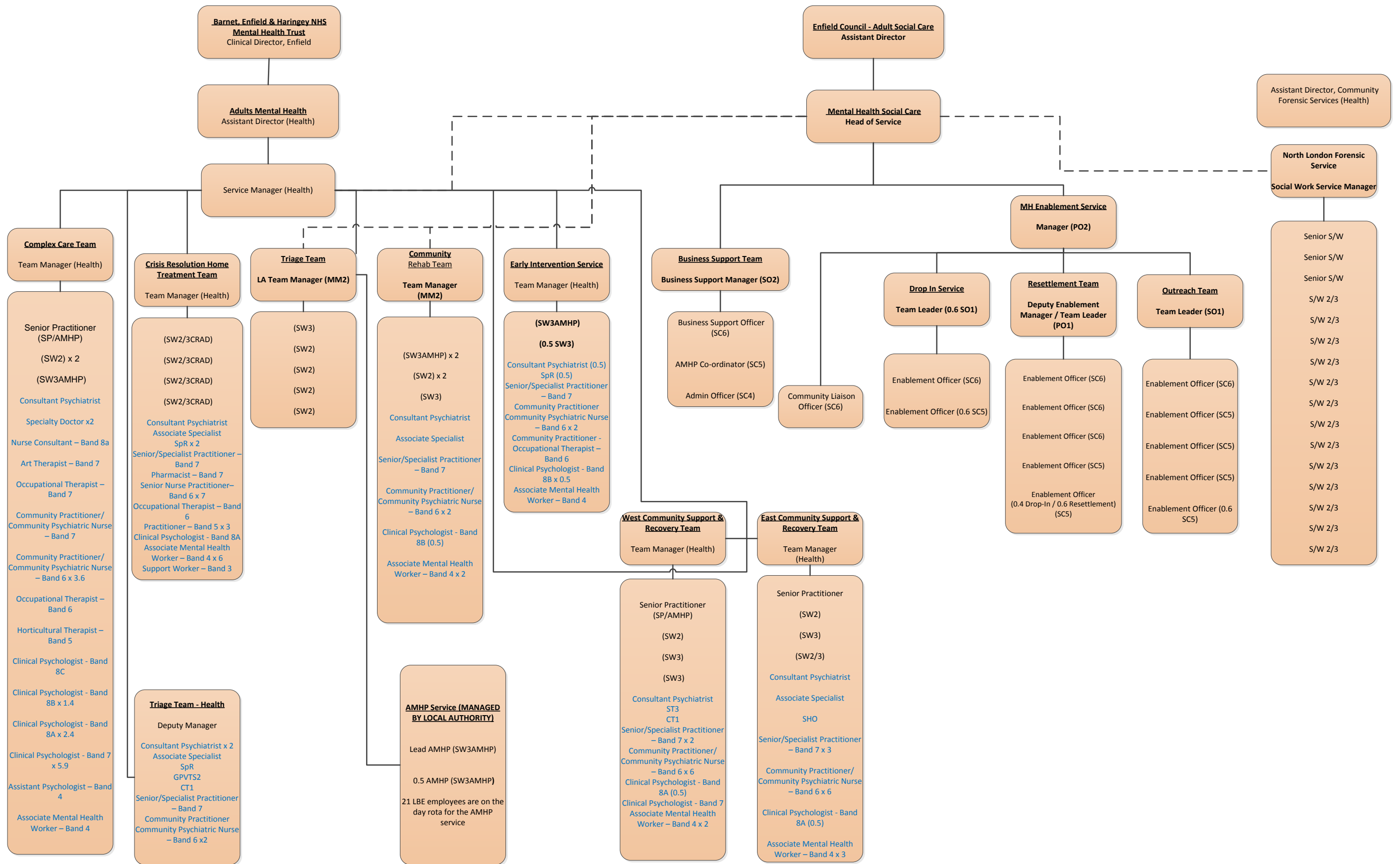
10.2 The Assistant Director Strategy and Resources will hold the responsibility for monitoring and reviewing the Partnership Agreement on behalf of the Parties.

SCHEDULE 2: SUMMARY OF CONTRIBUTIONS

1. Integrated Mental Health Services Staff

See attached structure chart.

Mental Health Services



2. PREMISES

2.1 Local Authority:

- 58- 60 Silver Street, Enfield,
- Park Avenue Disability Resource Centre, 65C Park Avenue, Enfield, EN1 2HL

2.2 Barnet, Enfield and Haringey Mental Health Trust:

- Lucas House, 305-309 Fore Street, Enfield, N9 0PD
- Ivy House, Chase Farm Hospital, The Ridgeway, Enfield, EN2 8JL
- Chase Building, Chase Farm Hospital, The Ridgeway, Enfield, EN2 8JL
- Crown Lane Clinic, 25 Crown Lane, Southgate, N14 5SH

2.3 Both parties agree that the premises above may not be exclusively used by the Integrated Mental Health Service.

2.4 Both parties agree that no rental payments will be charged for the space that the Integrated Mental Health Service occupies. Service charges will be calculated and agreed by both parties at the commencement of this agreement.

3. ASSETS

3.1 The Trust is responsible for providing, servicing, upgrading and replacement of any assets, equipment and IT database systems currently provided by it which are used for Trust staff and seconded Local Authority staff (unless this is otherwise agreed between the Parties from time to time)

3.2 The Local Authority is responsible for providing, servicing, upgrading and replacement of any assets, equipment and IT database systems currently provided by it which are used for Local Authority staff (unless this is otherwise agreed between the Parties from time to time).

4. SUPPORT SERVICES

4.1 The Trust will be provide reasonable financial, human resources, information technology support, training and other central resources to support the arrangements on the basis that the Local Authority will be making a similar contribution.

4.2 The Local Authority will be provide reasonable financial, human resources, information technology support, training and other central resources to

support the arrangements on the basis that the Trust will be making a similar contribution.

5. IT

- 5.1 Staff seconded from Enfield Council to Barnet, Enfield and Haringey Mental Health Trust will be provided with the Trust IT equipment that is necessary in order for staff to fully undertake their role.
- 5.2 Staff will be provided with access to the relevant systems to allow staff to fully undertake their role i.e. RIO and/or CareFirst.
- 5.3 Staff seconded from Enfield Council to Barnet, Enfield and Haringey Mental Health Trust will be provided with access to Enfield Council Intranet including MI Portal.
- 5.4 Enfield Council and Barnet, Enfield and Haringey Mental Health Trust will ensure any ongoing IT/ system development will meet the business and statutory requirements of both parties efficiently.
- 5.5 Enfield Council will ensure that relevant IT developments will be inclusive of Barnet, Enfield and Haringey Mental Health Trust.

6. TRAINING AND DEVELOPMENT

- 6.1 On appointment the employee will be required to complete all compulsory computer based training modules in line with Council requirements. The employee will be required to attend a Council induction programme as well as any induction programme required by Enfield, Barnet and Haringey Mental Health Trust.
- 6.2 Where a training need is identified for staff covered by this agreement, to deliver services relevant to Enfield Council, the Council will ensure that training and development needs are considered and met.
- 6.3 However, Barnet, Enfield and Haringey Mental Health Trust will retain overall responsibility of ensuring staff seconded meet statutory requirements.

SCHEDULE 3 – GOVERNANCE

Terms of Reference: Mental Health Section 75 Board

Introduction

The purpose of the Mental Health S75 Board is to provide strategic leadership and oversight for the Integrated Mental Health Service. The group will manage the development and implementation of the Section 75 agreement between Barnet, Enfield and Haringey Mental Health Trust and Enfield Council. The Board will provide a key forum for the two partners to discuss issues, risks and ongoing development within the Service.

Key Responsibilities of the Board

- Oversee the joint management and staffing arrangements agreed through the Section 75 agreement
- Contribute to the delivery of outcomes of the Integrated Mental Health Service
- Monitor the partnership arrangements on an ongoing basis through quarterly updates as well as the annual review.
- Further develop partnership between Enfield Council and Enfield, Barnet and Haringey Mental Health Trust

Frequency of meetings

Meetings will be held on a quarterly basis and will be chaired by Assistant Director of Adult Social Care at Enfield Council. Additional meetings will be scheduled as and when required.

Membership

- Assistant Director of Adult Social Care – Enfield Council (Chair)
- Assistant Director of Strategy and Resources – Enfield Council
- Executive Director of Patient Services - Barnet, Enfield and Haringey Mental Health Trust
- Clinical Director, Enfield – Barnet, Enfield and Haringey Mental Health Trust
- Assistant Director of Adults Mental Health - Barnet, Enfield and Haringey Mental Health Trust
- Head of Mental Health Service, Enfield Council

A member shall be entitled to appoint a representative in their place when they are able to attend.

The board may invite other persons to attend a meeting when required.

Quoracy

The meeting shall be quorate if there is one senior representative present from Enfield Council and Barnet, Enfield and Haringey Mental Health Trust.

SCHEDULE 4 – PERFORMANCE MANAGEMENT FRAMEWORK

- 1.1 The Parties will be subject to performance management by the Commission for Social Care and by the Health Care Commission or any other replacement bodies so determined by the Department of Health. The arrangements will be subject to the scrutiny of the Parties internal and external auditors and must also satisfy the other Party's external auditors in relation to the other Party's accountability.
- 1.2 Performance reporting will take place on a quarterly basis to the Mental Health Section 75 Board as well as Health, Housing and Adult Social Care Departmental Management Team and updates will be provided to other boards as required. In addition the service will be responsible for monthly performance monitoring and will alert the Mental Health Section 75 Board to any areas of concern as necessary.
- 1.3 The following performance measures will be monitored and the Enfield Integrated Performance Report will be presented to the Partnership Management Group:

PERFORMANCE MEASURE DETAIL	INFORMATION SOURCE	REPORTING
OUTCOME 1 - Ensuring people have a positive experience of care and support		
% of social care service users that are satisfied (Adult Social Care Service User Annual Survey Q1)	ASC User Survey	Annual - May
% of social care service users who report they have found it easy to find information and advice about support, services or benefits (Adult Social Care Service User Annual Survey Q14)	ASC User Survey	Annual - May
% of carers who report they are satisfied with the support or services they and the person they care for have received from Adult Social Services in the last 12 months? (ASCH Annual Carers Survey Q7)	ASC Carers Survey	Annual - May
% of carers who report that they have been always or usually involved in discussions about the support or services provided to the person they care for (ASCH Annual Carers Survey Q38)	ASC Carers Survey	Annual - May
Information Provided. Each team monitors patient experience of using services using questions (grouped under main themes) from the national patient survey.	BEH - Meridian	Monthly
Involved in decision	BEH - Meridian	Monthly
Treated with dignity	BEH - Meridian	Monthly
Overall Patient Satisfaction	BEH - Meridian	Monthly

Over Carer Satisfaction	BEH - Meridian	Monthly
OUTCOME 2 - Enhancing quality of life for people with care and support needs by recovery, social inclusion and focusing on paid employment		
Proportion of people known to MH services in paid employment (by age, gender & ethnicity) - NI150	BEH - RiO	Monthly
OUTCOME 3 - Efficient Use of Resources		
Total number of new supported placements in residential and nursing care homes.	LBE-Carefirst	Monthly
Proportion of adults in contact with secondary MH services in settled Accommodation (Mental Health Minimum Dataset) NI149	BEH - RiO	Monthly
DTOC: Proportion of patients on DTOC listed attributed to LA (Adults)	BEH	Monthly
DTOC: Proportion of patients on DTOC listed attributed to LA (Older Adults)	BEH	Monthly
Average Length of Inpatient Stay (Adults) - Trimmed 21 days	BEH - RiO	Monthly
Average Length of Inpatient Stay (Older Adults)	BEH - RiO	Monthly
OUTCOME 4 - Delaying and reducing the need for care and support through early intervention, enablement, rehabilitation & prevention		
Re-admission Rate: No. of emergency admissions occurring within 28 days of the last discharge from hospital (ADULT)	BEH - RiO	Monthly
Re-admission Rate: No. of emergency admissions occurring within 28 days of the last discharge from hospital (OLDER ADULT)	BEH - RiO	Monthly
Proportion of older adults discharged from hospital to rehabilitation or intermediate care who are living at home 91 days after discharge		
Proportion of people discharged back to primary care (No. of referral discharges a month - Adults)	BEH - RiO	Monthly
Proportion of people discharged back to primary care (No. of referral discharges a month - Older Adults)	BEH - RiO	Monthly
Proportion of closed cases re-referred by GP within 12 months	BEH - RiO	Quarterly
Proportion of people with an Annual Health Check over the past 12 months	BEH - Meridian	Monthly
Carers Assessment & Services	MH-Manual data collection	Monthly

Proportion of people who following enablement reduce requirement for social services after 1 month	LBE-Carefirst	Quarterly
OUTCOME 5 - Delaying and reducing the need for care and support by increase in self-directed support and implement "Payment by Result"		
Proportion of people with support or care plan (Adults)	BEH - RiO	Quarterly
Proportion of people with support or care plan (Older Adults)	BEH - RiO	Quarterly
Proportion of people discharged back to primary care who have a social services funded care package		Monthly
Proportion of people using social care who receive self directed support (RAP)	LBE-Carefirst	Monthly
OUTCOME 6 -Safeguarding adults whose circumstances make them vulnerable and protecting them from avoidable harm by ensuring high quality and safe and effective services		
% of Adult at Risk informed of outcome of strategy discussion on same day	LBE	
% of Alerter informed of outcome of strategy discussion on same day	LBE	Monthly
%age of investigations completed within 7 weeks	LBE	
% of adult social care users reporting they feel as safe as they want (Adult Social Care Service User Survey Q7)	LBE	Annual - May
Suicide Rate - Numbers & audit Report - TRUST WIDE - BEH & Barnet	BEH	Quarterly
No. of MHA Assessments (cumulative)	LBE	Monthly
No. of people under MHA Section (CTO & INPATIENT)	BEH	Monthly
Complaints - responded to within 25 working days - TRUSTWIDE (BEH)	BEH	Monthly
Assessment (contact to end of assessment)		Monthly

SCHEDULE 5 – STAFFING

1. SECONDMENT ARRANGEMENTS

- 1.1 Staff will be seconded from Enfield Council to Barnet, Enfield and Haringey Mental Health Trust to the post of Social Worker. At the end of the secondment period, the Secondee will return to Enfield Council to their substantive post of Social Worker subject to the outcome of any restructure or reorganisation which the Council is undergoing during the period of the secondment. In these circumstances, the secondee will be fully consulted by their manager in Enfield Council during the process.
- 1.2 The Secondment may be terminated for any reason by Enfield Council or the Barnet, Enfield & Haringey Mental Health Trust by giving 6 months notice in writing.
- 1.3 Notice of termination will normally result in discussion between the parties to resolve the issue and/or to make alternative arrangements.
- 1.4 During the term of the Secondment, the Secondee will remain an employee of Enfield Council.
- 1.5 The Secondee's contractual hours of work for Enfield Council will continue at Barnet, Enfield & Haringey Mental Health Trust.
- 1.6 Enfield Council, as the employer of the Secondee, will continue to pay the Secondee during the Secondment in accordance with this and any other relevant agreements including where appropriate under the relevant pension scheme.
- 1.7 The Secondee's annual leave entitlement under his/her contract of employment with Enfield Council will remain unchanged. He/She will agree the taking of leave with Barnet, Enfield & Haringey Mental Health Trust as it relates to the time worked with them. As far as is reasonably possible the leave to be taken by the Secondee during the Secondment should amount to the Secondee's pro rata leave entitlement for the period of the Secondment.

2. RECRUITMENT OF STAFF

- 2.1 All recruitment activity will be in line with Council processes.
- 2.2 On appointment the successful applicant will be issued with the relevant Council Contract of Employment. The contract will be supported by a Secondment Agreement signed by the employee, representative on behalf of the Council and the nominated representative on behalf of the Enfield, Barnet & Haringey Mental Health Trust.
- 2.3 On appointment the employee will be required to complete all compulsory computer based training modules in line with Council requirements. The employee will be required to attend a Council Induction programme as well as

any induction programme required by the Enfield, Barnet & Haringey Mental Health Trust.

- 2.4 Both parties will make every effort to maintain and review the staffing levels established at the beginning of this agreement, but recognise that each party will be subject to budget pressures from time to time, which may affect the ability to do so.

3. MANAGERIAL AND PROFESSIONAL SUPERVISION

- 3.1 The Seconded will work under the day to day supervision of their nominated manager within the Barnet, Enfield & Haringey Mental Health Trust. However, if there are any concerns about the Seconded's conduct, performance or attendance during the term of the Secondment, Barnet, Enfield & Haringey Mental Health Trust shall immediately notify Enfield Council.
- 3.2 Performance appraisals (PARs) will be conducted at 6-month intervals, with supervision sessions held at least quarterly, by Barnet, Enfield & Haringey Mental Health Trust designated contact officer in accordance with Enfield Council guidelines. Such meetings may be held jointly with Enfield Council and Barnet, Enfield & Haringey Mental Health Trust.
- 3.3 Professionally qualified staff will have access to clinical supervision from an identified professional supervisor. This will be the team manager where the manager has the appropriate professional background. Where the team manager does not have such a background, access to clinical and professional supervision will be made available from another team manager or for an appropriately qualified manager in the host organisation. Arrangements will be put in place so that regular professional supervision takes place and, in addition, there is access in the following circumstances:
- as and when required with regard to making professional judgments on a case. (The line manager can be involved if this is seen as beneficial).
 - when the performance appraisal is undertaken by the line manager, the professional manager should join the line manager and staff member. If all parties to the supervision process agree in writing the line manager is able to fulfil the role of professional supervisor, then there will be no need for the professional manager to be involved.

4. WORKLOAD MANAGEMENT

- 4.1 During the Secondment period the Seconded shall devote the whole of his/her time, attention and skill to his/her duties for unless otherwise stipulated as below. The Seconded will be expected to spend his/her whole week working at Barnet, Enfield & Haringey Mental Health Trust during the

period of the Secondment.

- 4.2 The Secondee accepts that during the period of Secondment he/she may receive confidential information concerning Barnet, Enfield & Haringey Mental Health Trust and its clients. The Secondee agrees to treat such information as secret and confidential and not to disclose such information without the express permission of Barnet, Enfield & Haringey Mental Health Trust
- 4.3 Upon termination of this Agreement the Secondee shall deliver all documents and other property of Barnet, Enfield & Haringey Mental Health Trust to its designated officer.

5. GRIEVANCE AND DISCIPLINARY PROCEDURES

- 5.1 Staff employed in the Integrated Mental Health Service shall be entitled to raise grievances in accordance with the grievance procedure applied to them under their contractual relationship with their employer.
- 5.2 Staff in the Integrated Mental Health Service shall be subject to the disciplinary policy of their employer.
- 5.3 The Council and the Trust will each co-operate with the other, including, so far as reasonably possible, making staff available and seeking to adopt compatible policies, in the conduct of disciplinary and grievance matters arising out of the conduct of this Agreement.