

Dated 28<sup>th</sup> September 2012

(1) LEEDS AND YORK PARTNERSHIP NHS FOUNDATION TRUST

- and -

(2) LEEDS CITY COUNCIL

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**Agreement under Section 75 of the National Health  
Service Act 2006**

for the integrated provision of adult mental health  
services

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THIS AGREEMENT is made the 28<sup>th</sup> day of September 2012

**BETWEEN:**

- (1) **Leeds and York Partnership NHS Foundation Trust** of 2150 Century Way, Thorpe Park, Leeds West Yorkshire LS15 8ZB (the "**Trust**"); and
  - (2) **Leeds City Council** of Civic Hall, Calverley Street, Leeds, LS1 1UR (the "**Council**"),
- together, the "**Parties**".

**RECITALS:**

- (A) The Trust and the Council have agreed to enter into a partnership arrangement pursuant to section 75 of the National Health Service Act 2006, in respect of health and social care services for the **Service Users** as further described in this Agreement.
- (B) As part of the partnership arrangement referred to at Recital (A) above, the Parties have agreed that the Trust shall exercise certain of the Council's health related functions on behalf of the Council under an integrated provision arrangement.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

<b>"Act"</b>	the National Health Service Act 2006;
<b>"Agreement"</b>	this agreement between the Trust and the Council comprising these terms and conditions, together with all Schedules attached hereto;
<b>"AMHP Service"</b>	Approved Mental Health Professional service provided by the Council;
<b>"Arrangements"</b>	has the meaning ascribed to it in clause 4.1;
<b>"ASC"</b>	Adult Social Care;
<b>"BIA"</b>	Best Interests Assessments provided by the relevant staff managed under this Agreement;
<b>"Care Package Escalation Procedure"</b>	the procedure set out in Schedule 5, Appendix i of this Agreement.
<b>"Client Group"</b>	the collection of Service Users either receiving or eligible to receive the Services and living within the administrative area of the City of Leeds because of their enhanced care needs, adult mental health or as otherwise agreed between the Parties;
<b>"Commencement Date"</b>	30 September 2012
<b>"Community Care Assessments"</b>	Community Care Assessments provided by the Council pursuant to s47 on the National Health Service and Community

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	Care Act 1990;
<b>"Contributions"</b>	the respective financial contributions of the Parties (as set out in Schedule 6 (Resources)), for use by the Trust in connection with the Integrated Provision of the Services in fulfilment of the Functions and in accordance with the terms of this Agreement;
<b>"Council Functions"</b>	the health related functions of the Council listed in Regulation 6 of the Regulations (and further described in Schedule 3 (Council Functions) of this Agreement) in relation to the provision of, or making arrangements for the provision of, the Services, but excluding the Excluded Functions;
<b>"Council Staff"</b>	any employee or employees of or persons engaged by the Council carrying out the Functions;
<b>"DASS"</b>	the Council's Director of Adult Social Services;
<b>"DASS Responsibilities"</b>	<p>the responsibilities of the DASS as far as they relate to this Agreement to:</p> <ul style="list-style-type: none"> <li>• act within the Officer Delegation Scheme of the Leeds City Council Constitution (Executive functions) (Part 3 Section 3E) in relation to the Director of Adult Social Services;</li> <li>• account directly to the Chief Executive of the Council;</li> <li>• advise the Council and the management team of the Council in respect of mental health issues;</li> <li>• provide professional leadership to social care staff matrix managed under this agreement;</li> <li>• take responsibility for the quality of social care provided to local people, whether directly or through delegation, contracting or commissioning;</li> <li>• act as principle point of contact , beneath the Chief Executive of the Council for the conduct of business; and</li> <li>• provide information as requested by the Care Quality Commission (CQC).</li> </ul>
<b>"Demand"</b>	any action, award, claim or other legal resource, complaint, cost (including professional fees), debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding
<b>"Department"</b>	the Department of Health;
<b>"DoLS"</b>	deprivation of liberty safeguards service;
<b>"DPA"</b>	the Data Protection Act 1998, as amended from time to time;
<b>"ESCR"</b>	Electronic Social Care Records – the Council's ASC electronic case management system;
<b>"Event of Force Majeure"</b>	an event or circumstance which is beyond the reasonable control of the Party claiming relief under clause 22 (Force

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	Majeure), including without limitation war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, flood or earthquake, and which directly causes that Party to be unable to comply with all or a material part of its obligations under this Agreement;
<b>"Excluded Functions"</b>	such Functions contained in Schedule 4 (Excluded Functions) of this Agreement and/or such Functions as the Parties may agree from time to time are excluded from the Arrangements, together with any exclusions set out in the Regulations;
<b>"Financial Year"</b>	the financial year running from 1 April of one year to 31 March in the next year;
<b>"FOIA"</b>	the Freedom of Information Act 2000, as amended from time to time;
<b>"Functions"</b>	the Trust Functions and the Council Functions in relation to the provision of, or making arrangements for the provision of, the Services to meet the needs of the Client Group, but excluding the Excluded Functions as set out in Schedule 4 (Excluded Functions);
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"Integrated Provision"</b>	the arrangements agreed by the Parties for the integrated provision of the Services in accordance with the terms of this Agreement and as further detailed in clause 5 (Services);
<b>"Partnership Board"</b>	the Partnership Board made up of representatives from both the Trust and the Council (as further described at clause 10 (Governance and Monitoring Arrangements) and Schedule 7 (Partnership Board));
<b>"NHS"</b>	National Health Service;
<b>"PARIS"</b>	the Trust's electronic case management system;
<b>"Premises"</b>	the premises used or occupied from time to time by the Council in connection with the provision of the Services as of the date of this Agreement;
<b>"Quarter"</b>	each of the following periods in the Financial Year: <ul style="list-style-type: none"> <li>(i) 1 April to 30 June;</li> <li>(ii) 1 July to 30 September;</li> <li>(iii) 1 October to 31 December;</li> <li>(iv) 1 January to 31 March,</li> </ul> and <b>"Quarterly"</b> shall be construed accordingly;
<b>"Regulations"</b>	the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 617) as amended from time to time;

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<b>"Relevant Transfer"</b>	a transfer for the purposes of TUPE;
<b>"Section 75 Flexibility"</b>	<p>any of the powers set out in section 75 of the Act, developed to give NHS bodies and local authorities the flexibility to be able to respond effectively to improve services, either by joining up existing services, or developing new, co-ordinated services, and to work with other organisations to fulfil this, which include:</p> <ul style="list-style-type: none"> <li>(i) a pooled fund arrangement;</li> <li>(ii) a lead commissioning arrangement; and</li> <li>(iii) an integrated provision arrangement;</li> </ul>
<b>"Services"</b>	the Services described in clause 5 (Services) and Schedule 5 (The Services) and which the Parties have agreed will come within the Arrangements and will be provided by the Trust;
<b>"Service Users"</b>	any individual for whose benefit the Services are provided, as further described at Schedule 5 (The Services);
<b>"Staff"</b>	any employee or employees or persons engaged by the Council and/ or the Trust who are carrying out the Services under this Agreement;
<b>"Staff Emoluments"</b>	all employment related outgoings including salaries, wages, bonus or commission, holiday pay, expenses, national insurance and pension contributions and any taxation liabilities
<b>"Transferred Council Staff"</b>	any Council Staff who, as a consequence of there having been a Relevant Transfer, are deemed to have had their contract of employment transferred to the Trust on the Transfer Date
<b>"Transfer Date"</b>	the date of the Relevant Transfer
<b>"TUPE"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006;
<b>"Trust Functions"</b>	those of the functions of the Trust set out in Regulation 5 of the Regulations (and further described in Schedule 2 (Trust Functions) of this Agreement) as are exercised in the provision of the Services, excluding the Excluded Functions;
<b>"Trust Staff"</b>	any employee or employees of or persons engaged by the Trust carrying out the Functions;
<b>"Variation"</b>	an addition, deletion or amendment in the clauses of or Schedules to this Agreement, agreed to be made by the Parties in accordance with clause 15 (Review and Variation) or clause 16 (Change in Law);
<b>"VAT Guidance"</b>	the guidance entitled "Guidance on the Health Act 1999 Section 31 partnership Agreements" and "VAT Arrangements for Joint NHS/Local Authority Initiatives - Section 31 Health Act (Department of Health/Customs and Excise, March 2003)";

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**"Working Day"**

any day other than Saturday, Sunday, a public or bank holiday in England and Wales.

- 1.2 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.
- 1.3 The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant clauses to which they relate. Reference to Clauses are clauses in this Agreement.
- 1.4 References to Schedules are references to the schedules to this Agreement and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.
- 1.5 References to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation.
- 1.6 Words importing the one gender shall include the other genders and words importing the singular number only shall include the plural.
- 1.7 Where anything in this Agreement requires the mutual agreement of the Parties, then unless the context otherwise provides, such agreement must be in writing.

**2. BACKGROUND**

- 2.1 The Trust is a foundation trust authorised under its Terms of Authorisation dated 1 August 2007 pursuant to Section 35 of the National Health Service Act 2006. The Trust provides mental health services for the Client group in the area.
- 2.2 The Council is a local authority established under the Local Government Act 1972 (as amended) and has a social care department responsible for the mental health elements of social care and more particularly the AMHP role. The Council provides mental health and AMHP services for the Client Group in the City of Leeds.
- 2.3 The Trust and the Council have duties and powers to provide care to the Client Group and section 82 of the Act requires both local authorities and NHS bodies when exercising their respective functions to co-operate to secure and advance the health and welfare of the people of England and Wales. Furthermore, under relevant guidance, local authorities and NHS bodies are encouraged to consider partnership working, including Integrated Provision under the Act. Section 75 of the Act and the Regulations have introduced powers for local authorities and NHS Bodies to set up joint working arrangements.
- 2.4 The Parties are entering into this Agreement (which includes Integrated Provision) in exercise of the powers under section 75 of the Act and pursuant to the Regulations.
- 2.5 As at the Commencement Date, the Arrangements do not include a pooled fund arrangement under section 75 of the Act and pursuant to the Regulations, but the Parties may elect to pool their funds (by way of a Variation to this Agreement) at any time after the Commencement Date and during the term of this Agreement.
- 2.6 The Trust and the Council have jointly consulted and communicated with such persons as appear to them to be affected by the Arrangements.



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- 2.7 The Trust and the Council are satisfied that the arrangements are likely to lead to an improvement in the way that the Functions are exercised.
  - 2.8 The arrangements fulfil objectives set out in the relevant health improvement plan of the Leeds Primary Care Trust in whose area these arrangements operate.
  - 2.9 The Trust has obtained the consent of Leeds Primary Care Trust with which it has a contract for the provision of services for the Client Group to enter into the arrangements described in this Agreement with the Council.
  - 2.10 On entering into this Agreement, the Parties shall jointly give notification of this Agreement to the Health and Social Care Joint Unit of the Department. The notification shall be in the form annexed hereto as Schedule 14 (Form of Notification to the Department of Health), subject to such amendments as may be agreed in writing between the Parties. The Parties shall arrange for such notification to be updated on an annual basis, so as to reflect any Variations.
  - 2.11 The Trust and the Council have approved the terms of this Agreement and agree to work together in accordance with the terms of the Agreement.

### **3. DURATION OF THE AGREEMENT**

- 3.1 This Agreement shall take effect on the Commencement Date and shall continue until it is terminated in accordance with the provisions of clause 17 (Termination).

### **4. SUMMARY OF THE ARRANGEMENTS**

- 4.1 The Parties have agreed that, with effect from the Commencement Date, the partnership arrangements are to comprise:
  - 4.1.1 the Integrated Provision arrangements set out in this Agreement (and more particularly described at Clause 5 (The Services));
  - 4.1.2 the provision of the Contributions by each Party, insofar as is required for the exercise of the Functions (as set out in Schedule 6 (Resources));
  - 4.1.3 the performance of the Functions specified in Schedule 2 (Trust Functions) and Schedule 3 (Council Functions) in accordance with this Agreement; and
  - 4.1.4 the establishment of the Partnership Board and the monitoring of the Functions and the Services by the Partnership Board (as set out and described in clause 7 (Governance and Monitoring Arrangements) and Schedule 7 (Partnership Board)),

the "Arrangements".

- 4.2 Without prejudice to the other provisions of this Agreement, the primary objective of the Parties in entering into this Agreement is to improve the Integrated Provision of the Services in accordance with the aims and objectives outlined in Schedule 1 (Aims and Objectives).
- 4.3 The Parties hereby represent that they have obtained all necessary consents sufficient to ensure the delegation of Functions provided for by this Agreement.
- 4.4 It is the Parties' intention that the Arrangements shall be the mechanism through which the Functions shall be fulfilled.
- 4.5 The Parties wish to use this Agreement to enable the Trust to exercise the Functions on behalf of the Council and the Trust for the Integrated Provision of the Services to the Service Users.

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- 4.6 The Trust shall (without limitation) be responsible for ensuring that there is integrated Service provision (pursuant to Clause 5 (Services));

## 5. SERVICES

The Trust shall ensure the Integrated Provision of the Services.

## 6. SERVICE STANDARDS AND PERFORMANCE MANAGEMENT

- 6.1 The Services under this Agreement must be carried out in accordance with:
- 6.1.1 Care Quality Commission requirements;
  - 6.1.2 Monitor Requirements; and
  - 6.1.3 each Party's respective standing orders and standing financial instructions.
- 6.2 The Services under this Agreement shall be monitored by the Care Quality Commission and Monitor.
- 6.3 Without prejudice to clauses 6.1 and 6.2 above, the Trust shall exercise its duties, obligations and functions arising out of or in relation to this Agreement effectively, efficiently, fairly and in good faith.
- 6.4 The Trust shall report to the Partnership Board both bi-monthly and annually, on the operation of the Arrangements (which, to avoid doubt, shall include but not be limited to, the operation of the Services) and the exercise of the Functions by the Trust.
- 6.5 The Parties shall agree the format of, and the content to be included in, the Quarterly and annual reports to the Partnership Board referred to at clause 6.4 above. Any disagreement as to the format of the content to be included in the Quarterly and annual reports may be referred to the Partnership Board for its determination and/or instruction.

## 7. GOVERNANCE, MONITORING AND STRATEGIC PLANNING ARRANGEMENTS

- 7.1 The Parties shall jointly monitor the effectiveness of the Arrangements.
- 7.2 The Parties agree that they shall establish and maintain the Partnership Board, whose members, framework and terms of reference shall be as described at Schedule 7 (the Partnership Board). The Partnership Board's Terms of Reference shall be reviewed by the Parties on an annual basis and, if necessary, amended to ensure that the Partnership Board continues to assist the Parties to meet the aims and objectives of the Arrangements.
- 7.3 The role of the Partnership Board is to manage and monitor the Trust's role as the Provider of the Services, the exercise of the Functions and the application of the Contributions, together with supporting the implementation of any strategic plan or variation to the Services as provided for in Clause 5 (Services).

### Clinical and Corporate Governance

- 7.4 The Trust is subject to a duty of clinical governance, which (for the purposes of this Agreement) shall be defined as "*a framework 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 clinical care will flourish*".

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- 7.5 The Council acknowledges that clinical governance (as described at clause 7.4 above) applies to the treatment of NHS patients. Such patients are entitled to expect to receive services which are part of a clinical governance system irrespective of where they are treated.
- 7.6 The Arrangements will therefore be subject to clinical governance obligations so far as they relate to the provision of NHS services and the Council shall use reasonable endeavours to co-operate with all reasonable requests from the Trust, which the Trust considers necessary in order to fulfil its obligations.
- 7.7 The Trust shall comply with the principles and standards of corporate governance relevant to NHS bodies.

#### Social Care Governance and Performance Reporting

- 7.8 The Council has a duty to report on performance in order to ensure that targets are being met and that the social care economy is effective in its delivery with regards to policy drivers and improved outcomes to individuals. The Arrangements will be subject to these obligations as set out in Schedule 5, Annex 5.

#### Strategic Planning

- 7.9 The Partnership Board shall consider the risks and benefits of a transition to a fully integrated model of service delivery which may include: -
- 7.9.1 the Trust assuming responsibility for the DoLS BIA, Community Care Assessments and for the ASC adult placement budget;
  - 7.9.2 streamlining management structures and staff models to ensure that they best meet Service User needs;
  - 7.9.3 improving staffing arrangements which align human resource practices with line management and professional responsibility;
  - 7.9.4 the alignment of ASC management with the Trust Transformation Project and the development of integrated care pathways;
  - 7.9.5 build and maintain professional social care expertise and capacity at all levels;
  - 7.9.6 ensure that financial opportunities are maximised and the risks to both Parties are minimised;
  - 7.9.7 development of IT systems to allow greater integration including a bolt on social care module for PARIS and a data warehousing solution where both PARIS and ESCR (or future replacement systems) can be accessed through a single screen; and
  - 7.9.8 longer term development of integrated IT systems.
- 7.10 It is the parties intention that further integration in accordance with Clause 7.8 would align with complete Financial Years and will require the agreement of both Parties and a variation to this Agreement in accordance with clause 15 (Variation) prior to implementation.

### **8. INSPECTION**

The Parties shall co-operate with any investigation undertaken by the Care Quality Commission and/or the Audit Commission or any regulatory authority/body.

### **9. FINANCIAL ARRANGEMENTS**

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- 9.1 Subject to Clause 2.5 above, the Parties acknowledge that they are not entering into a Pooled Fund arrangement pursuant to section 75(2)(a) of the Act and Regulation 7 of the Regulations.
- 9.2 The Parties agree to adhere to the financial arrangements more fully set out in Schedule 6 (Resources) Part 1 (Financial Resources) of this Agreement.

## 10. NOT USED

## 11. STAFFING ROLES

- 11.1 The Parties have agreed that the Arrangements shall be facilitated by the Staff listed at Schedule 13 (Human Resources).
- 11.2 The Trust shall make available those Staff listed at Schedule 13 (Human Resources) to carry out the Trust Functions.
- 11.3 The Council shall make available those of its Staff listed at Schedule 13 (Human Resources) to carry out the Council Functions.
- 11.4 The Parties do not consider that, as a consequence of clause 11.3 above, there is a Relevant Transfer under TUPE in relation to those Council Staff listed in Schedule 13 (Human Resources).
- 11.5 If, as a consequence of clause 11.3 above, there is a Relevant Transfer of Council Staff under TUPE on the Commencement Date, or in the event that there is a Relevant Transfer under TUPE in relation to any Council Staff (whether listed in Schedule 13 [Human Resources] or not) at any time or for any reason after the Commencement Date, so that, in either case, with effect from the Transfer Date contracts of employment of any Council Staff took effect as if originally made between that individual and the Trust, then:
- 11.5.1 the Council shall indemnify the Trust and shall keep the Trust indemnified from and against all Demands suffered or incurred by the Trust arising out of or in relation to any Transferred Council Staff, including but not limited to:
- (a) any breach by the Trust of its failure to pay Staff Emoluments in relation to any Transferred Council Staff;
  - (b) any breach by the Trust of its failure to comply with its obligations under regulations 13 or 14 of TUPE;
  - (c) the employment or engagement or termination of employment or engagement of any Transferred Council Staff by the Council and/or arising out of any act or omission of the Council (including, for the avoidance of doubt, any claim under the Equal Pay Act 1970) before, on, or after the Transfer Date;
  - (d) any breach by the Trust of its failure to comply with the pension obligations under the Cabinet Office: Staff Transfers in the Public Sector Statement of Practice 2000 (as revised), including A Fair Deal for Staff Pensions;
  - (e) complying with the pension obligations under the Cabinet Office: Staff Transfers in the Public Sector Statement of Practice 2000 (as revised), including A Fair Deal for Staff Pensions; and

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- (f) any liability to provide pension benefits which are not old age, invalidity or survivors benefits,

11.5.2 the Trust shall agree not to bring any claim against the Council in relation to its failure to comply with its obligations under Regulation 11 of TUPE.

## **12. PREMISES**

12.1 The Services will be provided from the Premises.

12.2 The Parties shall comply with the obligations set out at Schedule 6 Part 4 in relation to the Premises.

## **13. EQUIPMENT AND OTHER RESOURCES**

13.1 Lists of Trust Equipment and Council Equipment are set out at Schedule 6 (Resources) Part 5 (Equipment).

13.2 The Trust shall use the Trust Equipment in accordance with the provisions of Schedule 6 (Resources) Part 5 (Equipment).

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

14.1 Nothing in this Agreement shall affect:

14.1.1 the liability of the Trust to the Service Users in respect of the Trust Functions; or

14.1.2 the liability of the Council to the Service Users in respect of the Council Functions.

14.2 Each Party (the "First Party") shall indemnify and keep indemnified the other Party (the "Second Party") and its officers, employees and agents against any damages, costs, liabilities, losses, claims or proceedings whatsoever, arising in respect of:

14.2.1 any damage to property (real or personal) including, but not limited to, any infringement of third party intellectual property, including patents, copyrights and registered designs;

14.2.2 any death or personal injury;

14.2.3 any fraudulent or dishonest act of employees;

14.2.4 any Service User complaint or investigation by the Parliamentary Health Service Ombudsman or the Local Government Ombudsman or any similar entity,

arising out of or in connection with the Agreement, to the extent that such damages, costs, liabilities, losses, claims or proceedings shall be due directly or indirectly to any negligent act or omission, any breach of this Agreement or any breach of statutory duty by the First Party, its officers employees or agents. Where the Parties are unable to agree any such apportionment of liability and consequential indemnity under this Clause 14, the disputes procedure in clause 23 (Dispute Resolution) shall apply.

14.3 For the avoidance of doubt, the Second Party shall be under a duty to mitigate its losses in accordance with general principles of common law and the indemnity on the part of the First Party shall not extend to damage, cost, liability, loss, claim or proceedings incurred by reason of or in consequence of any negligent act or omission, misconduct or breach of this Agreement by the Second Party.

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- 14.4 Each Party shall ensure that it maintains appropriate insurance arrangements in respect of employer's liability, liability to third parties and all other potential liability under this Agreement.

## 15. REVIEW AND VARIATION

- 15.1 If at any time during the term of this Agreement the Council or the Trust requests in writing any change to the Services described or the manner in which the Services are provided, then the provisions outlined in this clause 15 shall apply.
- 15.2 The Party proposing the Variation ("the Proposer") shall provide a report in writing to the other Party (the "Report") setting out:
- 15.2.1 the Variation proposed;
  - 15.2.2 the date upon which the Proposer requires it to take effect;
  - 15.2.3 a statement of whether the Variation will result in any increase or decrease in Contributions by reference to the relevant component elements of the Service or Services the subject of change;
  - 15.2.4 a statement on the individual responsibilities of the Trust and the Council for any implementation of the Variation;
  - 15.2.5 a timetable for implementation of the Variation;
  - 15.2.6 a statement of any impact on, and any changes required to the Services;
  - 15.2.7 details of any proposed staff and employment implications; and
  - 15.2.8 the date for expiry of the Report.
- 15.3 Following receipt by the receiving Party ("the Recipient") of the Report and allowing the Recipient a reasonable period of time in which to consider the Report, the Parties shall meet to discuss the proposed Variation and acting reasonably and in good faith shall use reasonable endeavours to agree the Variation.
- 15.4 Where the Parties are unable to agree on the terms of the Variation then the Agreement may terminate in accordance with clause 17.3.4.
- 15.5 If agreement in principle is reached then the Parties shall confirm in writing their decision to proceed with the proposed Variation and shall agree a formal Variation to this Agreement.
- 15.6 All Variations made to this Agreement pursuant to this clause 15 or otherwise shall be agreed between the Parties and made in writing.
- 15.7 The Parties shall review this Agreement within two months of each anniversary of the Commencement Date. Any changes agreed between the Parties to the Agreement shall be effected in accordance with this clause 15.

## 16. CHANGE OF LAW

- 16.1 If at any time during the term of this Agreement a change to the manner in which a Service or the Services are provided is required by operation of NHS or Local Government law through statutes, orders, regulations, instruments and directions made by the Secretaries of State for Health and Local Government respectively or others duly authorised pursuant to statute or other changes in the law which relate to the powers, duties and responsibilities of the Parties and which have to

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be complied with, implemented or otherwise observed by the Parties in connection with the Functions for the time being, then the provisions outlined in this Clause 16 shall apply.

- 16.2 The Parties shall jointly investigate the likely impact of the required change on the Services and any other aspect of the Agreement and shall prepare a Report in writing, setting out:
- 16.2.1 the Variation proposed;
  - 16.2.2 the date upon which it should take effect;
  - 16.2.3 a statement of whether the Variation will result in any increase or decrease in Contributions by reference to the relevant component elements of the Service or Services the subject of change;
  - 16.2.4 a statement on the individual responsibilities of the Trust and the Council for any implementation of the Variation;
  - 16.2.5 a timetable for implementation of the Variation;
  - 16.2.6 a statement of any impact on, and any changes required to the Services;
  - 16.2.7 details of any proposed staff and employment implications; and
  - 16.2.8 the date for expiry of the Report.
- 16.3 Where the Parties are unable to agree on the terms of the Variation then the Agreement may terminate in accordance with clause 17.3.3.
- 16.4 The Parties shall confirm in writing their decision to proceed with the proposed Variation and shall agree a formal Variation, in writing, to this Agreement.

## 17. TERMINATION

- 17.1 Either Party ("**the First Party**") may, at any time by notice in writing to the other Party, terminate this Agreement if the other Party is in default of its obligations under this Agreement (the "**Defaulting Party**") and:
- 17.1.1 if such default is capable of remedy, fails to comply with a written notice from the First Party to remedy such default within a reasonable period (which shall be specified in such written notice), such termination notice to take effect two (2) weeks from its date of receipt; or
  - 17.1.2 if such default is not capable of remedy, such termination notice shall take effect upon receipt.
- 17.2 Either Party may terminate this Agreement:
- 17.2.1 for convenience, by giving twelve (12) months' notice in writing to the other Party;
  - 17.2.2 immediately on written notice, if the other Party suffers an Event of Force Majeure and such event persists for more than twenty (20) Working Days following the service of the notice referred to at clause 22.4.2 or;
  - 17.2.3 the fulfilment of the Arrangements would be ultra vires.

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17.3 Either Party ("**the First Party**") may terminate this Agreement by giving the other Party 6 months' notice in writing if:

17.3.1 for budgetary reasons:

- (a) the First Party is no longer able to contribute sufficient resources to the Arrangements (or any part of them); or
- (b) the First Party is of the reasonable opinion that in light of the other's proposed Contribution the Arrangements (or any part of them ) are no longer viable;

17.3.2 the First Party's fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the date hereof; or

17.3.3 the Parties are unable to agree a Variation to this Agreement in accordance with clause 15 and/or clause 16 so as to enable either/ both Parties to fulfil its/ their obligations in accordance with law and guidance.

## 18. EFFECTS OF TERMINATION

18.1 Upon termination of this Agreement for any reason whatsoever, the following shall apply:

18.1.1 termination of this Agreement shall have no effect on the liability of either Party to make payment of any sums due under this Agreement, nor any rights or remedies of either Party already accrued, prior to the date upon which such termination takes effect;

18.1.2 upon termination of this Agreement, the Parties agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities is carried out smoothly and with as little disruption as possible to Service Users, the Client Group as a whole, Staff, the Parties and third parties, in accordance with Schedule 11 (Winding Down Protocol); and

18.1.3 the Parties shall ensure that payment of the Contributions, including the handling of any potential or actual remaining overspend or underspend, is carried out in accordance with the procedures set out in Schedule 11 (Winding Down Protocol).

18.2 Upon termination, and subject to the provisions of Schedule 11 (Winding Down Protocol), the Contributions shall continue, notwithstanding termination, to be used by the Trust to pay for any of the Services delivered by third parties under contracts approved by the Partnership Board.

## 19. CONFIDENTIALITY

19.1 Except as required by law and specifically pursuant to clause 21 (Freedom of Information), each Party agrees at all times during the continuance of this Agreement and after its termination or expiry to keep confidential any and all information, data and material of any nature which either Party may receive or obtain in connection with the operation of this Agreement or otherwise relating in any way to the business, operations and activities of the other Party, its employees, agents and/or any other person with whom it has dealings including any Service User of either Party. For the avoidance of doubt this Clause shall not affect the rights of any workers under section 43 A-L of the Employment Rights Act 1996.



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- 19.2 The Parties agree to provide or make available to each other sufficient information concerning their own operations and actions and concerning Service User information (including material affected by the DPA in force at the relevant time) to enable efficient operation of the Arrangements (which to avoid doubt shall include the Services).

## 20. DATA PROTECTION

- 20.1 The Parties acknowledge their respective duties under the DPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 20.2 To the extent that the Trust is acting as a Data Processor (as such term is defined in the DPA) on behalf of the Council, the Trust shall, in particular, but without limitation:
- 20.2.1 only process such Personal Data as is necessary to perform its obligations under this Agreement, and only in accordance with any instruction given by the Council under this Agreement;
  - 20.2.2 put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements in clause 20.3.3 below, the state of technical development and the level of damages that may be suffered by a Data Subject (as such term is defined in the DPA) whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;
  - 20.2.3 take reasonable steps to ensure the reliability of employees who will have access to such Personal Data, and ensure that such employees are aware of and trained in the policies and procedures identified in clauses 20.3.4, 20.3.5 and 20.3.6 below; and
  - 20.2.4 not cause or allow such Personal Data to be transferred outside the European Economic Area without the prior consent of the Council.
- 20.3 The Trust shall ensure that Personal Data is safeguarded at all times in accordance with the DPA and other relevant data protection legislation, which shall include without limitation the obligation to:
- 20.3.1 perform an annual information governance self-assessment;
  - 20.3.2 have an information guardian able to communicate with the Partnership Board, who will take the lead for information governance and from whom the Partnership Board shall receive regular reports on information governance matters including details of all data loss and confidentiality breaches;
  - 20.3.3 (where transferred electronically) only transfer essential data that is (i) necessary for direct Service User care; and (ii) encrypted to the higher of the international data encryption standards for healthcare and the National Standards (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes);
  - 20.3.4 have appropriate policies which are rigorously applied that describe individual personal responsibilities for handling Personal Data;

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- 20.3.5 have agreed protocols for sharing Personal Data with other NHS organisations and non-NHS organisations; and
  - 20.3.6 have a system in place and a policy for the recording of any telephone calls, where appropriate, in relation to the Services, including the retention and disposal of such recordings.

## **21. FREEDOM OF INFORMATION**

- 21.1 Each Party acknowledges that the other Party is subject to the requirements of the FOIA and each Party shall assist and co-operate with the other (at their own expense) to enable the other Party to comply with its information disclosure obligations.
- 21.2 Where a Party receives a "request for information" (as defined in the FOIA) in relation to information which it is holding on behalf of the other Party, it shall (and shall procure that its sub-contractors shall):
  - 21.2.1 transfer the request for information to the other Party as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information;
  - 21.2.2 provide the other Party with a copy of all information in its possession or power in the form that the other Party requires within five (5) Working Days (or such other period as may be agreed) of the other Party requesting that information; and
  - 21.2.3 provide all necessary assistance as reasonably requested to enable the other Party to respond to the request for information within the time for compliance set out in section 10 of the FOIA.
- 21.3 Where a Party receives a request for information which relates to the Agreement, it shall inform the other Party of the request for information as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information.
- 21.4 If either Party determines that information must be disclosed pursuant to Clause 21.3, it shall notify the other Party of that decision at least two (2) Working Days before disclosure.
- 21.5 Each Party shall be responsible for determining at its absolute discretion whether the relevant information is exempt from disclosure or is to be disclosed in response to a request for information.
- 21.6 Each Party acknowledges that the other Party may be obliged under the FOIA to disclose information:
  - 21.6.1 without consulting with the other Party; or
  - 21.6.2 following consultation with the other Party and having taken its views into account.

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## 22. FORCE MAJEURE

- 22.1 Where a Party is (or claims to be) affected by an Event of Force Majeure, it shall take all reasonable steps to mitigate the consequences of it, resume performance of its obligations as soon as practicable and use all reasonable efforts to remedy its failure to perform.
- 22.2 Subject to clause 22.1, the Party claiming relief shall be relieved from liability under this Agreement to the extent that because of the Event of Force Majeure it is not able to perform its obligations under this Agreement.
- 22.3 The Party claiming relief shall serve initial written notice on the other Party immediately it becomes aware of the Event of Force Majeure. This initial notice shall give sufficient details to identify the particular event.
- 22.4 The Party claiming relief shall then either:
  - 22.4.1 serve a detailed written notice within a further five (5) Working Days. This detailed notice shall contain all relevant available information relating to the failure to perform as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome it; or
  - 22.4.2 in the event it reasonably believes that the effects of the Event of Force Majeure will make it impossible for the Arrangements to continue, serve notice of this to the other Party and the Agreement will terminate in accordance with clause 17.2.2 of this Agreement.

## 23. DISPUTE RESOLUTION

- 23.1 The Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement. If any dispute cannot be settled amicably through ordinary negotiations, then it shall be referred to the Chief Executive of the Council and the Chief Executive of the Trust for discussion and resolution.
- 23.2 Each Party shall use all reasonable endeavours to reach a negotiated resolution to the dispute through the above dispute resolution procedure. If the dispute is not resolved, the Parties will use reasonable endeavours to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure ("the Model Procedure").
- 23.3 To initiate the mediation, a Party must give notice in writing ("ADR notice") to the other Party requesting a mediation in accordance with clause 23.2.
- 23.4 The procedure in the Model Procedure will be amended to take account of:
  - 23.4.1 any relevant provisions in this Agreement;
  - 23.4.2 any other agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
- 23.5 The costs of the mediation shall be met in equal shares by the Parties and will not be paid from the Contributions.

## 24. NOTICES

- 24.1 Any notice or communication in relation to this Agreement shall be in writing.
- 24.2 Any notice or communication to the Council shall be deemed effectively served if sent by registered post or delivered by hand to the Council at the address set out

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above and marked for the Chief Executive or to such other addressee and address notified from time to time to the Partnership Board for service on the Council.

- 24.3 Any notice or communication to the Trust shall be deemed effectively served if sent by registered post or delivered by hand to the address set out above and marked for the attention of the Chief Executive or to such other addressee and address notified from time to time to the Partnership Board for service on the Trust.
- 24.4 Any notice served by hand delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted, it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice forty-eight (48) hours after the time it was posted.

## **25. EXCLUSION OF PARTNERSHIP AND AGENCY**

- 25.1 Nothing in this Agreement shall create or be deemed to create a legal partnership under the Partnership Act 1890 or the relationship of employer and employee between the Parties or render either Party directly liable to any third party for the debts, liabilities or obligations of the other Party.
- 25.2 Save as specifically authorised under the terms of this Agreement, neither Party shall hold itself out as the agent of the other Party.

## **26. ASSIGNMENT AND SUB-CONTRACTING**

This Agreement, and any right and conditions contained in it, may not be assigned or transferred by either Party without the prior written consent of the other Party, except to any statutory successor to the relevant function.

## **27. THIRD PARTY RIGHTS**

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

## **28. COMPLAINTS**

- 28.1 Any complaints relating to Council Functions shall be dealt with in accordance with the statutory complaints procedure of the Council.
- 28.2 Any complaints relating to the Trust Functions shall be dealt with in accordance with the statutory complaints procedure of the Trust.
- 28.3 Insofar as any complaint may relate to the content of this Agreement or to the operation of the Arrangements, such complaints shall be referred to the Partnership Board or such Partnership Board member or sub-committee made up of Partnership Board members as it nominates for the procedure adopted by it for the handling of complaints to be carried through.
- 28.4 All complaints shall be reported by the Parties to the Partnership Board.

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## **29. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

## **30. SEVERABILITY**

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

## **31. WAIVER**

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

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

## **32. COSTS AND EXPENSES**

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

## **33. GOVERNING LAW AND JURISDICTION**

Subject to the provisions of clause 23 (Dispute Resolution) this Agreement shall be governed by and construed in accordance with English Law, and the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

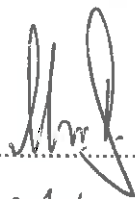
## **34. FAIR DEALINGS**

The parties 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 the 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.

**SIGNATURE PAGE**

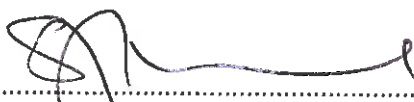
SIGNED by CHRISTOPHER BUTLER

for and on behalf of **LEEDS AND YORK  
PARTNERSHIP NHS FOUNDATION TRUST**

  
.....  
**(Signature)**  
28/9/12  
.....  
**(Date)**

SIGNED by Sandie Keene

for and on behalf of **LEEDS CITY COUNCIL**

  
.....  
**(Signature)**  
28/9/12  
.....  
**(Date)**

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**SCHEDULE 1**  
**AIMS AND OBJECTIVES**

1. The Parties wish to use this Agreement to enable the Trust to act as Integrated Provider of the Services to the Service Users.
2. Without prejudice to the other provisions of this Agreement, the primary objective of the Parties in entering into this Agreement is to improve the provision of the Services to Service Users by:
  - 2.1 providing integrated Services and seamless care pathways, which will improve outcomes and Service User/carer experience of the Services;
  - 2.2 delivering value for money and positive outcomes for Service Users in ways that are compatible with national strategic drivers for change;
  - 2.3 improved team working and joint priority setting;
  - 2.4 analysing local needs, gaps in current service provision and capacity and demand issues, so as to ensure investment is targeted and cost effective;
  - 2.5 synergising business planning, reporting procedures and other administrative and reporting requirements between the Parties; and
  - 2.6 formalising the agreed level of integration of Council mental health assessment and Trust care management functions and provide a framework through which further integration and service improvement can be delivered in future.
3. The Parties have consulted with the following stakeholder organisations on the proposals for the Arrangements:
  - 3.1 Leeds Primary Care Trust Service Users workshop to capture experiences of health and social care and to share what is important to Service Users when accessing services – July 2010;
  - 3.2 Service Users event linked to the Trust Building Your Trust event and focussing on exploring the impact of the integration of mental health and social care pathways – December 2010; and
  - 3.3 Trust and Council Staff.

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**SCHEDULE 2**  
**TRUST FUNCTIONS**

The NHS functions are, in so far as they may be delegated under regulation 5(1) of the Regulations:

1. the function of providing, or making arrangements for the provision of, services:
  - 1.1 under sections 2 and 3(1) of the Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services; and
  - 1.2 under paragraphs 1 to 8 of Schedule 1 to the Act;
2. the functions under sections 117 and 130A of the Mental Health Act 1983;
3. the functions of making direct payments under:
  - 3.1 section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and
  - 3.2 regulation 2(7) of the National Health Service (Direct Payments) Regulations 2010; and
  - 3.3 the functions under Schedule A1 of the Mental Capacity Act 2005.

The foregoing functions set out all NHS functions that could be managed under this Agreement. It does not necessarily follow that all such functions will be managed under this Agreement. A detailed descriptions of those functions managed under this Agreement can be found in the service description in Schedule 5.



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**SCHEDULE 3**  
**COUNCIL FUNCTIONS**

The health-related functions are all those services provided under the following legislation which relate to persons aged 18 or over, in so far as they may be delegated under regulation 6(1) of the Regulations:

1. the functions under sections 21, 22, 23(1), 23(2), 24 and 26 of the National Assistance Act 1948;
2. the functions under section 45 of the Health Services and Public Health Act 1968;
3. the functions under Schedule 20 of the 2006 Act;
4. the functions under section 46 of the National Health Services and Community Care Act 1990;
5. the functions under section 117 of the Mental Health Act 1983; and
6. the functions under s2 of the Chronically Sick and Disabled Persons Act 1970.

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**SCHEDULE 4**  
**EXCLUDED FUNCTIONS**

- 1.1 Trust Functions shall not include the following:
- 1.1.1 surgery;
  - 1.1.2 radiotherapy;
  - 1.1.3 termination of pregnancies;
  - 1.1.4 endoscopy;
  - 1.1.5 the use of Class 4 laser treatments and other invasive treatments; and
  - 1.1.6 emergency ambulance services; and
- 1.2 the Council Functions shall not include any functions pursuant to the following:
- 1.2.1 subject to Regulation 6(k) of the Regulations, sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948;
  - 1.2.2 sections 6 and 7B of the Local Authorities Social Services Act 1970;
  - 1.2.3 section 3 of the Adoption and Children Act 2002;
  - 1.2.4 sections 114 and 115 of the Mental Health Act 1983;
  - 1.2.5 section 17 of the 1983 Act;
  - 1.2.6 the Registered Homes Act 1984; and
  - 1.2.7 Parts VII to X and section 86 of the Children Act 1989,
- or any other functions that are specified in the Regulations as amended from time to time as being excluded from section 75 arrangements.
2. To avoid doubt:
- 2.1 all functions that are not specified as either Council Functions in Schedule 3 or Trust Functions in Schedule 4 of this Agreement shall be Excluded Functions; and
  - 2.2 any Functions of either Party that do not relate to or benefit any individual falling within the Client Group shall be excluded from this Agreement.

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## SCHEDULE 5 THE SERVICES

### Part 1: The Services

The services managed under this agreement fall into three categories, which are as follows:

1. NHS Case Management Functions within integrated teams.
2. The Approved Mental Health Professional (AMHP) function – this is principally the management of the AMHP rota across the city of Leeds. However, it should be noted that the training and approval of AMHPs will remain a responsibility of the Director of Adult Social Services (DASS). The Trust shall through the performance of the Services assist the DASS in the execution of these responsibilities.
3. The operation of the specialist social work function of the Mental Health Unit (MHU). Although this service supports all relevant persons over the age of 18 the community care budget for persons of age 65 or over is located and managed within a separate area of the Council ASC function.

### Part 2: Service Users

1. The Service Users shall be the adult population of the City of Leeds with secondary care mental health needs, excluding care packages for older people.

#### **Service Specification:**

The following is a description of those Trust and Council functions and responsibilities managed under this agreement. On an operational basis these functions will be managed holistically across the integrated services in order to balance competing priorities. Individual team members will contribute to multiple elements of these functions in conjunction with line management and the overarching management of the integrated services to ensure effective performance across all services.

#### **1. NHS case management functions within integrated teams:**

The Trust and the Council work within common geographical boundaries (with the exception of Wetherby in East North East locality) within the City of Leeds, as per appendix iii of this agreement. These localities are named as:

- West North West – managed by a nominated Trust Locality Team Manager (LTM)
- East North East – managed by a nominated Trust LTM
- South – managed by a nominated Trust LTM

Council staff are embedded into all of these teams, as set out in the staffing schedule of the Matrix Management Agreement (schedule 13).

In addition to these services there are embedded social workers in the:

- Crisis Assessment Service (CAS) – currently based at the Becklin Centre – managed by a nominated Trust manager.

In addition, AMHPs provide ad hoc support to the:

- Section 136 Assessment suite – currently based at the Becklin Centre, which is located alongside the CAS – managed by a nominated Trust manager.

The single point of access is currently based at the Becklin Centre and this provides a coordinating and gate keeping services to Trust mental health resources across the localities.

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## **Crisis Assessment Service (CAS)**

There are four full time Social Workers (AMHPs) based within the CAS to provide a service which covers a 24 hour 7 day a week period. The AMHPs operate as key workers alongside other workers from different disciplines.

Operational issues are managed by Clinical Leads within CAS on a daily basis. A Clinical Lead usually equates to a Band 7 (NHS Agenda for Change pays scales) level clinician; the AMHPs are aligned to one of the Band 7 clinical leads. Currently, in agreement with the Clinical Lead, each CAS AMHP contributes two days per month to the Council ASC AMHP rota coinciding with their duty for the CAS.

Each CAS AMHP is supervised by a MHU Team Manager in order to meet their AMHP supervision requirements. Ongoing social work related issues are discussed in conjunction with the relevant Trust manager.

## **Integrated Locality Teams**

Council Staff embedded in the above teams operate within a single line management structure hosted by the Trust in accordance with the Matrix Management Agreement (Schedule 13).

Council Staff have a requirement for ongoing professional supervision, training and development so to support this each team will appoint a Lead Social Work Professional to provide professional supervision. These leads will in turn link into the Service Delivery Manager (SDM) who will be the senior social work professional within the integrated services and will be the primary link into the Council ASC function in relation to social workers and AMHPs' professional and statutory responsibilities. The AMHP and MHU functions are described in more detail in sections 2 and 3 of this document.

It is acknowledged that Council Staff managed under this agreement have a duty to deliver specific ASC responsibilities beyond the Trust teams listed above. However, they are expected to make a significant contribution to the functioning of the integrated, multi disciplinary teams in which they are embedded. Moreover, given that the management of the functions of the MHU and that the AMHP rotation all fall under this agreement, the management of each individual resource will be determined by the LTM in consultation with the individual Social Care Professional concerned and the SDM. The intention of this is to facilitate the Trust in managing a limited resource across a number of potentially competing responsibilities.

## **Staff Supervision/Personal Development**

Day to day management of embedded Council staff will fall under the line management of the host organisation (the Trust) and will therefore be subject to local determination by the LTM. Input in relation to professional social work matters will be sought from the local professional social work lead and/or the SDM. The process of personal development planning will be in accordance with Council policy but will be mindful of Trust processes in order to ensure that Council staff have access to opportunities available within the Trust.

## **Contribution to Trust NHS Functions**

Insofar as is possible and in accordance with the individual work plan agreed with the LTM, embedded Council staff will play a vital role in the integrated team structures and will:

- Contribute directly to the care of service users in the integrated teams; carrying a case load for which they will be the case coordinator, where there is a predominance of social care need.
- Contribute towards a holistic assessment process to assist in the provision of a team wide, multidisciplinary assessment of referrals; in particular **formulation meetings** which are designed as a fundamentally important to the mental health transformation programme underway in the Trust.
- Contribution to the triage function.
- Contribute to Continuing Care Assessments.
- Use the FACE assessment tool – for which the Trust will provide relevant training and support.

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- Contribute to the ongoing management of the integrated locality team by participating in the on call duty rota.

## **Information Systems**

It is an agreed ambition of the partnership to work towards an integrated information reporting system; it is accepted that in the interim it will be necessary for Council Staff to access both Trust and Council information technology systems. In this regard the Trust will provide all embedded Council Staff with access and training in PARIS which will be used in accordance with Trust policies and procedures for the input of all data relating to the health functions covered by this agreement.

## **2. The AMHP Function:**

The Mental Health Unit has responsibilities to locality based AMHPs regarding both supervision and training. The current Council localities are defined as (see map at appendix iii):

- Leeds - West North West
- Leeds - East North East
- Leeds - South

As mental health needs change over time there will be cases that will be transferred from area teams to the MHU and vice versa.

## **APPROVED MENTAL HEALTH PRACTITIONERS**

- 1.0 AMHPs are professionals who have been approved by the Local Social Services Authority (LSSA), in this case Leeds City Council (the Council), to carry out key statutory functions under the Mental Health Act 1983.

These duties are outlined in detail within the Act itself, the Mental Health Code of Practice and the Reference Guide (2008). The regulations for AMHPs is contained within The Mental Health (Approved Mental Health Professionals) (Approval) (England) Regulations 2008 (Statutory Instrument 2008 No 1206). The key competencies are contained within Schedule 2 to the AMHP Regulations.

- 1.1 Whilst there are a number of disciplines of mental health professionals that can fulfil the role of the AMHP it is the Council which ensures that they are competent and approved to carry out the duties and functions as laid down. AMHPs are approved for a five year period.
- 2.0 The Trust will adhere to AMHP policies and procedures as laid out by statute and the Council for whom they are acting.
- 3.0 Workforce and Capacity (AMHPs)
- 3.1 The Trust will make reasonable endeavours to manage the available AMHP resource across the localities efficiently in order to ensure that there are a sufficient number of AMHPs in each locality to carry out the duties and responsibilities laid out by the government for that professional role.
- 3.2 If in its reasonable opinion the Trust believes that there are insufficient AMHP resources to fulfil the AMHP function or those other functions managed under this agreement as prescribed in law it should report the issues to the Partnership Board.
- 3.3 AMHPs will also be required to evidence their continued professional development and competence to act in this role over a prescribed timescale.
- 3.4 The AMHP has the ability to make an independent decision as an AMHP is personally liable for their actions when deciding whether to make an application to detain a person under the Act. They exercise their judgement based upon the social and medical evidence provided and do not act at the behest of their employer, medical practitioner or other persons who might be involved with the person's care. The judgement made applies not only to the decision on whether an application should be made in respect of the person it also applies to the question of what section of the Act to invoke.

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3.5 An AMHP requires the professional experience to respect an individual's right to freedom of choice whilst being prepared to intervene decisively where the level of mental disorder and risk requires it. The AMHP also demonstrates a sound understanding of all relevant legislation.

#### 4.0 Management and Supervision of AMHPs

4.1 AMHPs are approved by the Council irrespective of who their employer is; which could be the Trust, for example.

4.2 AMHPs are required to go through a re-approval process every five years.

4.3 AMHPs require a clear pathway to obtain legal advice from the Council. Access arrangements are described under "Council legal services" below.

4.4 AMHPs must have access to;

- Professional supervision from an experienced AMHP.
- Information about AMHP practice in general.
- Advice on any practice problems they may encounter (e.g. access to beds, the police or ambulance services).
- Advice and support on how to work to resolve issues with partner organisations.
- Relevant, continual professional development training of a minimum of 18 hours per annum.

4.5 AMHPs will operate as team members in a variety of community and hospital settings. Whilst they will receive a caseload commensurate with their experience they will also require the time and capacity to fulfil their statutory role as AMHPs. This will normally be planned on a rota basis.

4.6 AMHPs also require a 'duty release' to undertake mandatory training with national portfolio guidelines.

#### 5.0 Governance Issues

5.1 The appropriate collation of AMHP activity data will be required at key intervals by the Local Authority. Council information reporting requirements will continue to be met by the Council and performance reports will be received by the Partnership Board and will include:

- Section 117 details
- Section 2/3/4 and Community Treatment Orders
- Section 135/136
- Guardianship Section 7

As detailed in the Matrix Management Agreement at Schedule 13 Council Staff shall use specific policies and procedures of the Trust in order to avoid duplication with other processes.

#### 6.0 Charging and Financial Assessments

6.1 Users of some social care services are liable to pay charges towards the costs of providing these; NHS patients receive services free at the point of demand.

6.2 People discharged from hospital following a compulsory admission under various sections are entitled under Section 117 of the Mental Health Act 1983 to receive free after care services in order to meet their mental health needs from health and social care. These services will be identified within a care plan.

6.3 Regular reviews of Section 117 cases will be undertaken on a multi-disciplinary basis through the Care Programme Approach to determine their continued appropriateness.

6.4 For clarity the Trust will not be liable for any Section 117 aftercare costs relating Council responsibilities under the Act and the Council will not be liable for meeting healthcare costs under said section of the act.

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- 6.5 Charges set by the Council may be varied on an annual basis. The Trust will ensure that service users and carers (where appropriate) are aware of any such changes. The Council will ensure that the Trust is made aware of any changes through bringing them to the attention of the Partnership Board in advance.
- 6.6 The Financial Assessment Section of the Council will liaise with the Trust to ensure that an appropriate financial assessment is completed and that fairer charging is applied.

### **The AMHP Rota**

The AMHP rota is managed under this agreement by the SDM.

The majority of AMHPs in the City of Leeds are managed under this Agreement. It is expected that social workers engaged under this Agreement will train as AMHPs and provide capacity to the AMHP rota within Leeds. The AMHPs managed under this Agreement provide the "backbone" of the AMHP capacity within the city as a whole; however, a significant cohort of AMHPs remain under the direct management of the Council ASC department in other areas e.g. Learning Disability. Therefore depending upon demand for the AMHP function the effective delivery of the service will depend on AMHPs outside the direct control of the SDM.

The SDM will manage the AMHP rota within available resources. This will involve utilising other AMHPs outside of the Agreement by working flexibly with others. This is accepted to be a sufficient method to manage short term issues such as sickness absence, training requirements and modest fluctuations in demand. It is the responsibility of the SDM under this Agreement to monitor and record demand on the AMHP rota and to bring to the attention of the Partnership Board details of demand on the system to allow resourcing to be reviewed and amended appropriately. Similarly, if the availability of AMHPs outside this Agreement is reduced for any reason, and this results in a detrimental effect on the delivery of any of the functions managed under the Agreement, then the SDM will bring this to the attention of the Partnership Board for a steer as to a way forward.

It is established under this Agreement that the Trust will only provide services to a level possible through the utilisation of the resources made available to it within this Agreement. The Trust is only responsible to manage these resources in a reasonable manner and agree to bring to the attention of the Council via the Partnership Board any demand issues that may weaken any or all elements of the service. Should the Council determine that it cannot provide any additional Social Care resources and the Partnership Board cannot agree any alternative remedy the Trust cannot be held accountable for any detrimental effect on Social Care service delivery.

### **3. The Mental Health Unit (MHU)**

The MHU provides the assessment and care management function for adults with secondary care mental health needs within the City of Leeds. This includes a number of people who will have a dual diagnosis of mental health issues and other co-morbidities. The unit accesses the community care budget for adults aged between 18 and 65 with secondary care mental health needs which is held and managed by the Council.

A detailed specification of the MHU is appended to this agreement in appendix iv. This document is intended to detail the operational responsibilities of the MHU rather than describe the manner in which they are delivered. All of the functions of the Council (ASC) and the Trust described under this Agreement are delivered in an integrated rather than isolated form as laid out in the Matrix Management Agreement appended in Schedule 13.

#### **Care Packages – Gatekeeping Function**

Care packages are funded by the Council (ASC) and are defined under the Department of Health document *Prioritising need in the context of Putting People First: A whole system approach to eligibility for social care (2010)*. This is further clarified under the Leeds City Council leaflet: *Eligibility for Social Care for People in Leeds (SS38A)*. Currently funded packages of care will only be allocated to those service users meeting the following definitions:

- Critical - The risk of major harm / danger to a person or major risks to independence.
- Substantial - The risk of significant impairment to the health and well being of a person or significant risk to independence.

Any proposed change to the eligibility criteria must be formally notified to the Trust via the Partnership Board in order that any resourcing implications may be considered.

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The SDM holds the Community Care budget for service users who present with an eligible, unmet social care assessed need up to the age of 65. This budget is accessible to service users with a secondary mental health need, including those with a co-existing condition such as Asperger's syndrome, Learning Disability, substance misuse or personality disorders.

Requests for funding for community and/or residential packages are submitted to the SDM using ESCR. The process usually involves the Social Worker/Care Manager initially submitting the care option to their immediate Line Manager/Team Manager. The submission is scrutinised (along with administration checks) prior to being submitted to the SDM. Those requests come from either Social Workers within the MHU or from other areas of the Council's ASC directorate, provided the service user meets the criteria as previously defined.

The SDM, in discussion with the relevant Team Manager or directly with the responsible Social Worker will review all aspects of the care option to seek clarification on the rationale for seeking funding. Approval limits and processes are described in Appendix i of this Agreement.

As part of the scrutiny process all care options must have essential information outlined clearly in the support plan such as Mental Capacity, Financial Assessment, Continuing Health Care Assessment, exploration of Self Directed Support and the options appraisals. It is essential that the care option highlights all components having had due regard to the above otherwise the SDM will reject or defer the approval process pending additional information being supplied.

At present, the gatekeeping functions are done on a daily basis subject to their urgency and needs as they arise. It is important to point out that the SDM spends a considerable amount of time deferring care options that are inappropriate. This information is then fed back to Social Workers and Team Managers to explore alternatives.

Part of the role of the Social Worker is to source suitable support packages for Service Users. This can happen in two ways:

- the Service User is entitled to self directed support. In this case a support plan will be put in place and the service user will either opt for a Personal Budget (where the user manages the money themselves) or a Council Managed Budget (where the social worker as case worker manages the care package budget under delegated authority from the DASS and directs the Council finance to pay the support providers);
- the Service User is not entitled to a budget (either because they are entering residential or nursing care or in a very few specific cases where people are not entitled for legal reasons). In this instance support is purchased directly for them from the placement budget usually from a source on the Council's approved providers list.

Commissioning of care packages remains within the Council in conjunction with a Contracts Section which manages and monitors contracts with providers. Service User requirements are identified by social workers within defined criteria (as per schedule id) and recommendations are made to the SDM who can approve certain packages of care within their approval limit or refer upwards, as appropriate, within the escalation process defined in schedule ib.

In order that the Trust can gain a greater understanding of the approvals process and determine the value of any future transfer of function to the Trust, relevant financial reporting information will be provided to the Trust via the Partnership Board. This is described in appendix 1b of this Agreement (summary report).

### **Care Packages for Persons Aged 65 Or Over**

The MHU passes all care plans for persons aged 65 or over to area gate keeping (a retained Council function) for approval. The same rules apply depending on the proposed costs of care packages. The money for these care options come from the individual areas and not the MHU community care budget lines.

The area panels operating across the three localities are all slightly varied with their panels considering more care options than just those from Mental Health. Generally the Area Service Delivery Manager (a retained Council function not delegated under this Agreement), sometimes supported by colleagues from Joint Care Management (a retained Council function) along with administrative support, will scrutinise submitted care options with reference to Council policies and procedures. Trust managed social workers submit care options appraisals to the MHU Team Manager for scrutiny before these are forwarded to the respective SDM for each area.



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## **Safeguarding Adults**

In matters relating to Council functions Council Staff managed under this Agreement will work to Council Safeguarding Adults policies and procedures, signed up to by the Trust as a key member of the Leeds Safeguarding Adults Board.

Safeguarding Adults procedures require qualified professionals (having received appropriate post qualification specialist training) to investigate Adult Safeguarding cases. In Leeds, Social Work Team Managers oversee and sign off the process. Many of these practitioners are highly skilled and experienced and are also trained as Best Interest Assessors to meet Mental Capacity Act (MCA) and DoLS statutory requirements.

## **Legal Proceedings**

Following the admission of individuals to psychiatric hospitals, the Mental Health Unit is also called upon to provide Mental Health Review Tribunal reports and attend Court Hearings. Mental Health Review Tribunals are managed and coordinated by the Trust's mental health legislation department.

## **Council Legal Services**

The Council Staff managed under this Agreement require and shall enjoy the ongoing advice and support of the Council legal services team so far as it relates to a Council function. This service includes:

- Council legal services will keep the Partnership Board apprised of any legal issues that might affect the Services delivered under this Agreement.
- They will advise the Partnership Board of any training requirements in relation to the staff managed under this Agreement that they believe are required so that this can be factored into business planning.
- Council legal services will facilitate such training either by providing training directly or by sourcing it externally.
- The cost of any such training will be borne by the Council.

## **Emergency Duty Team (EDT)**

Where appropriate Council Staff managed under this Agreement will make referral to the Council Emergency Duty Team (EDT), which is described as follows:

The EDT comprises 1 Team Manager, 7 AMHPs and Business Support. The service is based at;

Westgate, 6<sup>th</sup> Floor  
6 Grace Street  
Leeds  
LS21 2RP.

The hours of business are Monday to Thursday 17:00 - 08:00. Friday 16:30 – Monday 08:00. EDT provides cover for all Bank Holidays from 17:00 – 08:00 the day following the Bank Holiday.

The core business of the team is to meet the Council's statutory obligations in relation to Child Protection and Mental Health Act Assessments. In addition the service has a remit for Adult Safeguarding and provides emergency intervention in terms of placement allocation usually resulting from carer breakdown. The EDT prioritises referrals on the basis of the urgency of the request, clear and full information is imperative in order to enable the staff to appropriately prioritise actions and responses to ensure the safety of the most vulnerable children and adults within Leeds.

## **Other Social Work Functions**

It is noted that Council (Social Care) Staff may, on occasion, be required to fulfil other Council functions outside of the general remit of this Agreement. It is not anticipated that these functions will create a substantial drain on the resources available to fulfil the Council and NHS responsibilities managed under this Agreement. Should such issues arise this should be brought to the attention of the Partnership Board. These other functions include:

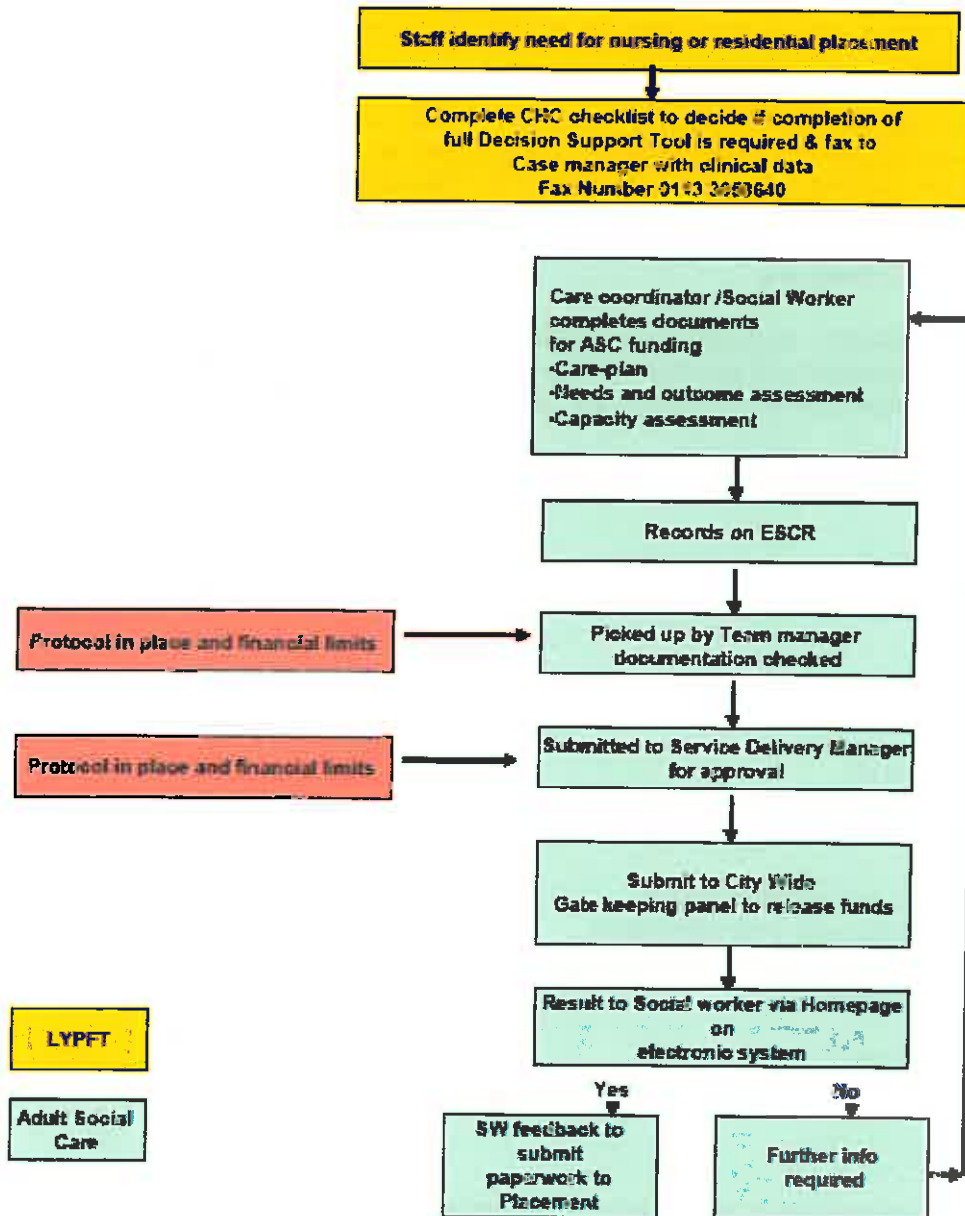
- Appropriate Adult in relation to Police and Criminal Evidence Act (PACE)

- 
- Guardianship panel involvement (Section 7 Mental Health Act 1983)

**Annex 1  
Care packages**

**Part 1  
Funding pathway for nursing and residential placements**

**Funding pathway for Nursing /Residential Placements**



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## ib – Approval of Care Packages (age 18-65 service users)

The ability to authorise/approve **new** packages of care is limited to the following.

- Individual packages up to an annual value of £50,000 can be approved by the Council nominated SDM
- Individual packages up to an annual value of £100,000 can be approved by the Council nominated Head of Service.
- Individual packages with an annual value in excess of £100,000 can only be approved by the Council nominated Chief Officer

Any proposed increase in an **existing** package that moves it from a lower to a higher-level approval requirement must be approved by the appropriate higher-level officer. For example, an existing package costed at £45,000 per annum which requires an increase of £10,000 per annum must have the approval of the Head of Service or the Chief Officer.

The present Council nominated officers are:

- Service Delivery Manager - managed under Matrix Management Agreement by the Trust
- Head of Service - managed and employed by the Council
- Chief Officer - managed and employed by the Council

Details of approved packages will be recorded on the Council ESCR system to ensure payments are processed promptly.

Community Care Finance Team  
Leeds City Council  
3<sup>rd</sup> Floor East  
Merrion House  
Leeds  
LS2 8QB

E-mail: [contacts\\_ccf@leeds.gov.uk](mailto:contacts_ccf@leeds.gov.uk)

A summary report will be produced detailing:

- Number of packages submitted for approval
- Number of packages approved estimated value
- Number of packages deferred
- Number of packages rejected

For those **accepted** the report should include:

ESCR reference number  
Cost  
Effective date  
Estimated period of package (measured in the following time markers - 0–3 months, 4–6 months, 6–12 months, 12 months plus)

The report will be produced as a minimum monthly although more frequently when appropriate. The report will be produced for the Council nominated Chief Officer within 5 working days of the end of the calendar month.

To facilitate the effective management of this agreement reports should be copied to:

- The SDM
- The Trust officer responsible for the operational delivery of services under this agreement
- The nominated Trust finance manager

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**Part 4**  
**Packages of care – definitions**

*Putting People First: A whole system approach to eligibility for social care (DH 2010):*



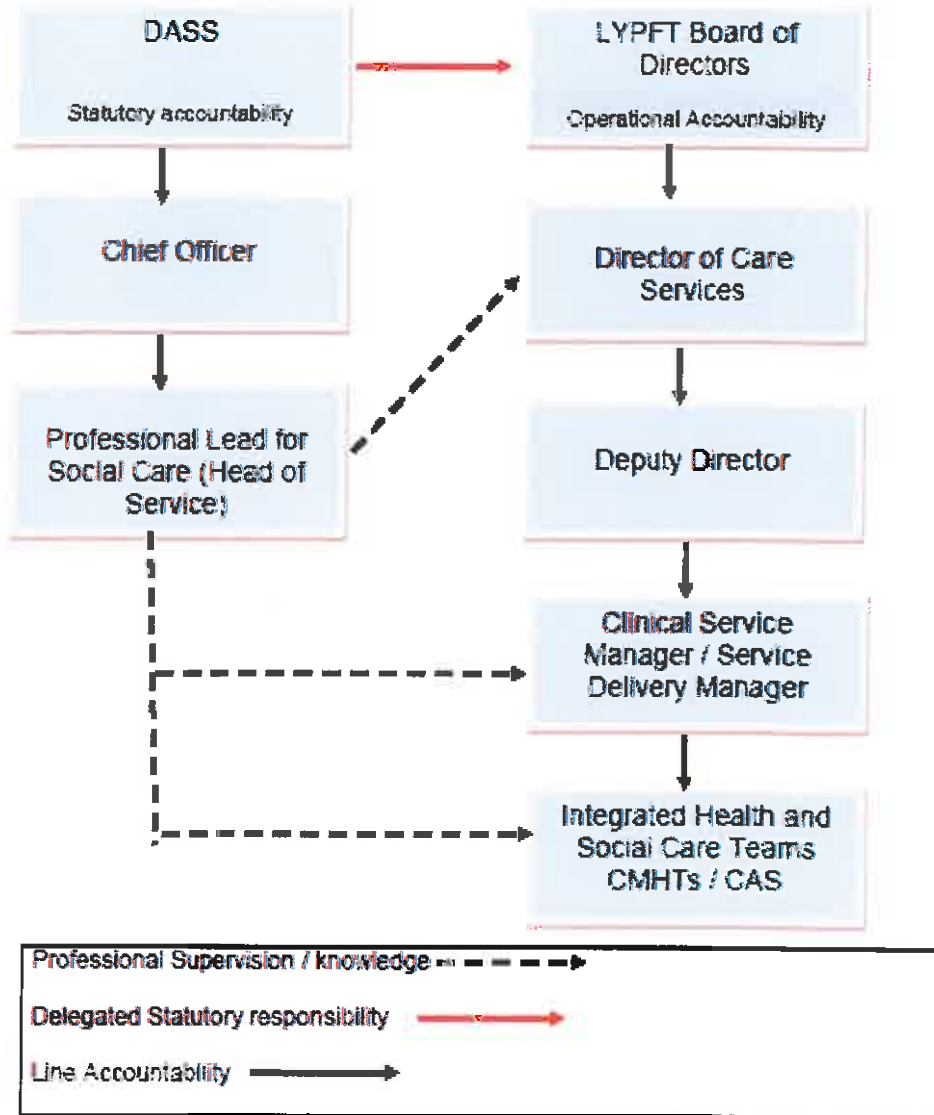
DH Prioritising  
Needs.pdf

*Eligibility for Social Care for People in Leeds (SS38A, February 2008):*

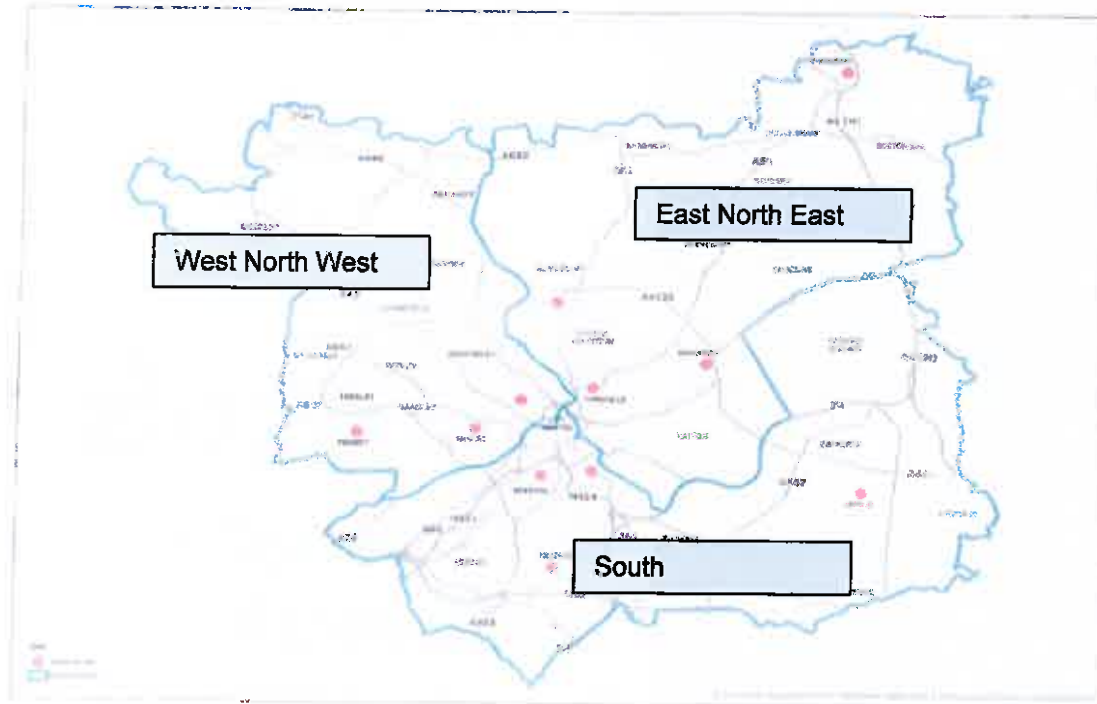


Eligibility for social  
care for people of Lex

**Annex 2  
Lines of responsibility**



### Annex 3 The Localities



#### **Wetherby**

Although the vast majority of Council and Trust services are geographically coterminous, it is acknowledged that the Trust is not commissioned to provide services in the town of Wetherby, which is within the metropolitan boundaries of the City of Leeds.

# Team Protocols

The specialist  
Social Work  
function in the  
Mental Health  
Unit

Prepared for: **Adult Social Care**

Service Area:

Version: **1.00**

Date: **23<sup>rd</sup> May 2012**



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### DOCUMENT CONTROL AND ADMINISTRATION

#### 1. DOCUMENT REVISION INFORMATION

Version	Date	Authors	Description of Changes
0.01	8 <sup>th</sup> May 2012	Kwai Mo, Keith Williamson, Ann Sikorska, Richard Poll, Gary Burns, Clive Rudman, Iola Shaw	Initial draft following template developed for the REAP, Care Managment and DST prepared at managers meeting.
0.02	9 <sup>th</sup> May	Keith Williamson, Ann Sikorska, Richard Poll, Gary Burns, Clive Rudman, Iola Shaw	Updates to draft
0.03	16 <sup>th</sup> May	Keith Williamson, Ann Sikorska, Richard Poll, Gary Burns, Clive Rudman, Iola Shaw	Updates to draft based on feedback from MHU social work staff
1.0	23 <sup>rd</sup> May	Max Naismith	Updates and HoS approval

#### 1.1 Signatories

Name
Signature

---

## 1.2 Distribution List

Name	Job Title/Role
Kwai Mo, SDM	MHU
Team managers	MHU
Iola Shaw	Project Leader
MHU SWs	All staff reporting to MHU TMs
Max Naismith	Head of Service MH, EDT and LD services

## 1.3 Background

Over the years since some MH social workers have been co-located with LYPFT staff within CMHT the focus has been on delivering an increasingly generic service. Focused work has been ongoing regarding the increased integration of adult social care mental health unit staff and LYPFT since 2010. A clear need to identify the specialist role of social workers within these teams has been identified to ensure that the new care pathway includes all that is required.

The LYPFT transformation programme, established in 2011, has developed a new community care pathway to be implemented during 2012. This will deliver a recovery based model of support to all service users. The new model represents a significant restructuring of working practice, with changes to management structures. It incorporates a removal of the boundary between “working age” and “retired” adults, and other areas where there have been a significant variation in team structures.

The new model incorporates a model of management where line management and professional supervision are separated. To ensure the specialist and statutory requirements of the social work function are met and fully supported a clear social care model has been developed following the same template as that used by other social work teams across the city such as the REAP, and Care management teams.

## 2. MENTAL HEALTH UNIT SOCIAL WORK TEAM

### 2.1 Purpose

The Adult Social Care Mental Health Unit (MHU) is a city wide specialist service offering an assessment and care management function to individuals and families with, or affected by, mental health problems. The MHU is closely allied to Leeds and York Partnership Foundation Trust (LYPFT) as many of the services are co-located in LYPFT accommodation. Social care staff from the MHU provide a range of services to adults who are ordinarily resident within Leeds metropolitan area presenting with secondary mental health needs. Within the mental health unit we maintain the specialisms required to deliver a comprehensive service.

As a key function the MHU is the host and provides the majority of Approved Mental Health Professionals (AMHP) to meet the statutory responsibilities of the Local Authority under the Mental health Act 1983. The Unit also holds the central administrative and triaging roles in managing the safeguarding enquiries and assessments as appropriate under legislation such as the Mental Health Act (1983), Mental Capacity Act (2005) and related legislation.

The function of the MHU necessitates working jointly in a multi-disciplinary team environment with health colleagues and those of other partner agencies (such as Aspire) in both the voluntary and independent sector regarding support to citizens of Leeds with secondary mental health issues.

The service provides a screening, assessment and care management function, with the following outcomes:

- establishing the most appropriate response to referrals which might include advice and sign-posting and/or referral to another part of the health and social care system (e.g. a specialist service),
- identifying referrals requiring the application of safeguarding processes,
- the preliminary establishment of FACS eligibility,
- the completion of assessments for both new and existing customers within its remit,
- the development of support plans/care plans and the commissioning services as appropriate for those with eligible needs,
- entry to the appropriate reablement pathway

### 2.2 Entry Criteria

*For individuals with specialist mental health needs who are in need of the following support and are:*

1. Age 18 upwards for assessment and care management and any age for MH Act related tasks.
2. The service user has ordinary residence in Leeds (as defined in regulations) other than where there is a duty to cooperate with another authority. This is in keeping with reciprocal arrangements outlined in legislation. This details that host authorities will provide a service under the MH Act to undertake AMHP assessment in the location of the person to be assessed.
3. Service User (SU) appears to be a vulnerable adult in need of community care services (NHS & CC Act 1990).
4. SU requires an intervention from ASC and integrated MH services in fulfillment of other

statutory duties (MH Act 1983; NA Act 1948; CS&DPA 1970; Carers legislation; Mental Capacity Act, 2005, etc.)

5. SU is a vulnerable adult who is subject to an allegation of harm requiring investigation and protection under safeguarding procedures.
6. Current case episode is not active to another worker in the City, i.e. they are new or open-passive.
7. Younger adults in transition.

### 2.3 Channels into MHU Function

1. Referrals via the Corporate Contact Centre, transferred by ESCR; (this would include referrals received from Councillors and MPs.)
2. Referrals via One Stop Centres, transferred by ESCR.
3. Direct contact from a Service User who is open-passive, either by letter or telephone call.
4. Service request made directly from members of a Multi-Disciplinary Team
5. Direct contact from appropriately qualified professionals, organizations or the criminal justice system (written or verbal)
6. Allocation within the MH integrated processes regarding formulation
7. Referral for MH Act related functions diverted from SPA or direct from Referrer to MH Act administration (including nearest relative request).

### 2.4 MHU Function

1. Referral Screening.
2. Referral Advice and Assistance.
3. Referral Signposting (for example, Drug and alcohol, rehabilitation assessments)
4. Urgent response re AMHP assessment and duties, safeguarding,
5. MH Act and Mental Capacity Act related duties (including, but not exclusively, Mental Health Tribunal reports, S20 Hearing reports, and attendance at the hearings, statutory supervision visits for clients on Conditional Discharge, and reports to the Ministry of Justice, Best Interest Assessment and decisions, assessment of capacity, interface with Mental Health Act)
6. Full Assessment - new case episode,
7. Re-assessments - scheduled and unscheduled reviews.
8. Safeguarding screening unless existing open-active to a different CM team or service.
9. Within 3 month reviews on cases open-active.
10. Maintaining responsibilities for statutory duties such as S117 reviews.
11. Transfers to/from other Authorities
12. Appropriate adult (serious crime and/or open case to the MHU)
13. Offer specialist MH advice guidance and co-working to other professionals and agencies.

1. The assessment process identifies that the service user does not meet the Department's eligibility criteria. They may be offered information or advice including sign-posting to other services that may meet their needs prior to exit.
2. The assessment process identifies that the service user does not meet the entry criteria for a specialist MH team
3. at review it is identified that there are no unmet FACS eligible needs
4. they no longer require input from specialist MH services
5. at the conclusion of the MH Act assessment or other related duties
6. when the statutory responsibilities under MH Act transfer to another authority
7. The 'within 3 month review' undertaken at 6 weeks following approval of the care option identifies that the service user no longer requires support from the Department or is no longer eligible. The case will be closed and involvement with the MHU Team will cease (see point 1 above).
8. On completion of the provision of statutory responses under the National Assistance Act (Section 50 Burials, Section 48 Protection of Property, etc) where no other social care needs are indicated.
9. The service user's condition has deteriorated making them eligible for Fully Health funded (CHC) provision and there are no other ASC needs
10. The service user no longer requires longer term care management or on-going professional support and whilst in continued receipt of services (open-passive cases) can be monitored and reviewed by the Adult Review Team (***Process and team protocols for ART will be reviewed over the next 12 months***). For example, the existing support plan is meeting all the care needs including 12 month placement reviews where the resident 's ordinary residence prior to placement was Leeds.

The roles within MHU functions include

1. Assessment and care management of adults with primary mental health needs, who may also have physical and sensory impairment and learning disabilities for all unmet FACS eligible needs.
2. Access to universal information and signposted services
3. Personalisation and self directed support
4. Safeguarding people
5. To provide services that are inclusive, recovery focused and meet the needs of the community
6. To provide statutory functions relating to all relevant legislation such as the NHS community care Act, Mental Health Act, Mental Capacity Act, National Assistance Act.
7. To support other colleagues in providing a specialist/statutory MH review.
8. Ensuring work required under the sections 48 and 50 of the National Assistance Act are fulfilled when applicable.
9. Coordination of the MH related legislation around mental capacity and deprivation of liberty safeguards.
10. To contribute relevant duty systems

- 
- |  |
|--|
| <ol style="list-style-type: none"><li>11. To contribute to CPA care coordination</li><li>12. To ensure that the statutory functions of the DASS with respect to secondary mental health service users are discharged</li></ol> |
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**Annex 5**  
**Mental Health Assessment and Care Management Performance Framework**

**1. Introduction**

This paper was commissioned in March 2012 by the Council (Adult Social Care Directorate) as part of the Budget Planning Finance Calendar programme. Meetings have been held with senior operational managers, data analyst and administrative staff to identify available and required data.

**2. Currently produced and regularly reported mental health activity data**

At the date of this Agreement the following information is captured in quarterly team reports about work carried out by the Council's mental health staff:

- 2.1 attendance;
- 2.2 referral numbers;
- 2.3 assessment numbers, timescales and outcomes;
- 2.4 reviews;
- 2.5 safeguarding referrals and investigations;
- 2.6 Carers Assessments/Reviews;
- 2.7 numbers of Open Active Cases;
- 2.8 Residential Admissions;
- 2.9 timeliness of the delivery of care packages; and
- 2.10 Self Directed Support.

**3. Currently available and occasionally reported activity data**

- 3.1 Mental Health Act Assessments;
- 3.2 Mental Health Act capacity assessment work;
- 3.3 Deprivation of Liberty assessments; and
- 3.4 Guardianship.

**4. Other key areas of activity, where reporting is still to be developed**

- 4.1 Time spent on tribunals/appeals; and
- 4.2 Work of Crisis Resolution staff.

**5. Reporting process**

From August 2012 it has been agreed that reports relating to the key issues identified in paragraph 3 above will be included in the Quarterly Team reports.

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## 6. Adult Social Care (Council) data requirements

In order to provide these reports and to meet the current requirements for adult social care statutory reporting, activity data will need to be provided for the periods April 1<sup>st</sup> to March 31<sup>st</sup>.

### 6.1 Safeguarding Data Required:

- 6.1.1 number of safeguarding alerts, referrals, repeat referrals and completed referrals by age, primary client group and gender of alleged victim;
- 6.1.2 number of safeguarding alerts, referrals, repeat referrals and completed referrals by ethnicity and age of alleged victim;
- 6.1.3 number of safeguarding referrals by source of referral, by age and primary client group of alleged victim;
- 6.1.4 number of safeguarding referrals by nature of alleged abuse, age and gender of alleged victim;
- 6.1.5 number of safeguarding referrals by nature of alleged abuse, primary client group and age of alleged victim;
- 6.1.6 number safeguarding of referrals by location alleged abuse took place and age group of vulnerable adult;
- 6.1.7 number safeguarding of referrals by location alleged abuse took place and by type of service;
- 6.1.8 number of safeguarding referrals by relationship of alleged perpetrator, by age and gender of vulnerable adult;
- 6.1.9 number of safeguarding referrals by relationship of alleged perpetrator, by primary client type and age of vulnerable adult;
- 6.1.10 number of completed safeguarding referrals by case conclusion, primary client group and age of vulnerable adult;
- 6.1.11 number of completed safeguarding referrals by case conclusion, and ethnicity of vulnerable adult;
- 6.1.12 outcome of completed safeguarding referral by age group and primary client group of vulnerable adult;
- 6.1.13 number of completed safeguarding referrals Leading to Serious Case Review by age group and primary client group of vulnerable adult;
- 6.1.14 acceptance of Safeguarding Protection Plan by age group and primary client group of vulnerable adult; and
- 6.1.15 outcome of completed safeguarding referral for Alleged Perpetrator/Organisation/Service by age group and primary client group of vulnerable adult.

### 6.2 Referrals for Adult Social Care:

- 6.2.1 Referral Sources used in the RAP return, showing which Agents link to which source;
- 6.2.2 RAP Referral Source:



- 
- (a) family / friend / neighbour;
  - (b) internal (i.e. own CSSR);
  - (c) local authority housing department or housing association;
  - (d) legal agency (police, court, probation, immigration);
  - (e) other departments of the Council or other local authority;
  - (f) primary health / community health (GP, Community-based PAM, etc.);
  - (g) secondary health (A+E, hospital OT, Ward hospice, etc.);
  - (h) self referral;
  - (i) not known; or
  - (j) other;

**6.2.3 Referral outcome:**

- (a) dealt with at referral stage; or
- (b) passed on for further action.

**6.3 Assessments:**

- 6.3.1 number of people receiving a community care assessment - by ethnicity, age, gender;
- 6.3.2 number of people receiving a community care assessment and the outcome - no services provided, services declined or services provided, other;
- 6.3.3 the length of time from first contact to completed assessment - split by 18 - 64 and over 65, and by number of days;
- 6.3.4 assessments completed for people who are - health funded, self funded, section 117; and
- 6.3.5 time from completion of assessment to provision of a service;

**6.4 Service Provision:**

- 6.4.1 people receiving adult social care service provision - split by day care, homecare, meals, professional support, equipment and adaptations, short term residential, direct payments, reablement, telecare, extra care housing, supported housing;
- 6.4.2 people receiving adult social care service Provision as above and broken down by gender, age group, ethnicity, mental health, dementia, substance abuse, 18 -64 and over 65;
- 6.4.3 people receiving adult social care service provision as above in the year and at the year end;
- 6.4.4 people receiving self directed support split by council controlled budgets, self controlled budgets, mixed budgets; and
- 6.4.5 the costs of services provided;

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6.5 Residential and Nursing Care:

- 6.5.1 number of residents supported by your local authority in residential and nursing placements as at 31 March 2011, - by type of residence, local authority and independent residential care, primary client type, age group, split by permanent and temporary placements;
- 6.5.2 number of residents supported by your local authority in adult placements as at 31 March 2011, by age group and permanent and temporary;
- 6.5.3 number of local authority supported permanent admissions to residential and nursing care during 1 April 2010 to 31 March 2011 (excluding admissions to group homes), by type of residence, and age group;
- 6.5.4 please include those clients who transfer from temporary to permanent care during the year by type of placement - nursing or residential and local authority provided or independent sector;
- 6.5.5 number of local authority supported permanent residents transferring between residential and nursing care during 1 April 2010 to 31 March 2011 (excluding admissions to group homes), by age group; and
- 6.5.6 the costs of residential and nursing care placements;

6.6 Carers:

- 6.6.1 number of carers reviewed and assessed or reviewed by age; and
- 6.6.2 number of carers receiving services by age and ethnicity - carer specific services, information and advice only; and

6.7 Ad hoc - by age, ethnicity, gender:

- 6.7.1 total number of people receiving FACs eligible services;
- 6.7.2 number of people receiving an annual review in the financial year by age;
- 6.7.3 people supported to leave hospital and still at home 90 days later;
- 6.7.4 provision of details of people to enable inclusion in annual surveys for DOH;
- 6.7.5 the proportion of adults in contact with secondary mental health services in paid employment; and
- 6.7.6 the proportion of adults in contact with secondary mental health who live independently with or without support.

- 6.8 The data requirements for Adult Social Care change over time and any collection of activity will require the flexibility to provide a range of information and to meet changing needs for management information and statutory returns and collections.

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## SCHEDULE 6

### RESOURCES

#### Part 1: Financial Resources

1. The Parties' Contributions shall be managed by the Partnership Board, which will monitor and review the effective utilisation of the collective resources.
2. Each Party's Contributions for the first Financial Year shall be as set out in Annex A to this Schedule 6 Part 1.
3. It is acknowledged that a number support functions provided by both parties (Human Resources, Information Technology, estates and facilities etc) have a financial value. However, it is not deemed necessary to itemise their value within this Agreement.

#### Contributions Monitoring

4. For each Financial Year subsequent to the initial Financial Year, the Parties' respective Contributions shall be discussed and agreed by the Partnership Board no later than 31 March in the preceding Financial Year.
5. Once the Contributions for a Financial Year have been agreed, they may only be varied in accordance with Clauses 15 and/or 16.
6. Notwithstanding any other provision of this Agreement, the Parties shall act in good faith and in a reasonable manner but in the event that agreement on the level of Contributions is not reached by 31 May in the relevant Financial Year then either Party may terminate this Agreement by giving the other Party not less than 6 months' written notice in accordance with Clause 17.3 (Termination).
7. Each Party shall ensure that their respective financial officers attend relevant meetings of the Partnership Board (with relevant papers to be circulated at least five Working Days before such meetings) and have all support and resources necessary to negotiate and agree the budgets described in this Schedule 6 Part 1.
8. For the avoidance of doubt any means tested personal financial contributions in relation to the Services received from any Service User in respect of any Services will be the responsibility of the Council and will be collected and administered by the Council.

#### No Pooled Fund

9. This Agreement does not create any pooling of funds and the funds of the Parties shall be kept and recorded separately at all times.

#### Reporting

10. Each party shall report Quarterly to the Partnership Board on expenditure against Contributions.

**Annex A**  
**Contributions for the Financial Year 2012/13**

**Staffing budgets**

- **LCC employed staff – funded by LCC:**
  - 2012/13 budget = £1,813,220
  
- **LCC employed staff – funded by LYPFT:**
  - 2012/13 budget £438,894
  
- **LYPFT employed staff – funded by LYPFT:**
  - 2012/13 budget £109,452

## Part 2

### Premises

1. The Services shall be provided from the Premises.
2. The Trust shall ensure that the Premises are maintained to a satisfactory level which is fit for their intended purpose and in line with NHS Estates Code. For the avoidance of doubt the Premises will be adequately fitted out with desks, chairs office equipment, toilet facilities etc sufficient to maintain a comfortable working environment for those staff managed under this Agreement.
3. It is agreed that in support of the Trust's transformation programme that Services will be reconfigured over time and the locations of Services delivered under this Agreement will change over time. Such changes will be determined through the transformation programme board (on which the Council is represented) but will be reported to the Partnership Board to support effective management of the integrated services.

Locations	Whose property?
Aire Court	Trust
Asket Croft	Trust
Becklin Centre	Trust
Brook House	Trust
Holly House	Trust
Linden House	Trust
Maiham House	Trust
Millfield House	Trust
Millside	Trust
Moresdale Lane	Leased from the Council
Moresdale Lane	Trust
Newsam Centre	Trust
Newsam Centre	Trust
Newsam Centre	Trust
Newsam Centre	Trust
Newsam Centre	Trust
Newsam Centre	Trust
St Mary's Hospital	Trust
St Mary's Hospital	Trust
St Mary's Hospital	Trust
St Mary's Hospital	Trust
St Mary's Hospital	Trust
St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust

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St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust
St Mary's House	Trust
The Cottage, St Mary's House	Trust
Towngate House	Trust
Towngate House	Trust

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**Part 3****Equipment**

1. The Trust shall ensure that any Equipment being used for the provision of the Services is:
  - 1.1.1 suitable for the delivery of the Services;
  - 1.1.2 sufficient to meet the reasonable needs of Service Users; and
  - 1.1.3 where required by Law, shall meet any and all regulatory standards (as appropriate) including but not limited to the Disability Discrimination Act 1995, the Care Standards Act 2000 and the Private and Voluntary Healthcare (England) Regulations 2001, together with any applicable NHS standards in force from time to time.
  
2. The Trust shall:
  - 2.1 maintain in good and serviceable repair all Trust Equipment;
  - 2.2 In general all equipment relevant to the services belongs to the Trust and will be maintained within Trust premises with the exception of Information and Communications Technology (ICT) equipment.
  
3. ICT – at the commencement of operations under this agreement it will be necessary for both parties to maintain and support separate ICT equipment and systems. The Partnership Board shall:
  - 3.1 determine which of the integrated staff require ongoing access to Council and/or Trust ICT systems; specifically
    - 3.1.1 ESCR (Council)
    - 3.1.2 PARIS (Trust); and, in accordance with this determination:
  - 3.2 each Party's ICT department will provide any equipment, systems access, software and support required to fulfil their obligations under this Agreement.

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**SCHEDULE 7**  
**PARTNERSHIP BOARD**

The purpose of the Partnership Board is to act as a contract monitoring forum to review the effectiveness of the services managed under this Agreement with a particular emphasis on quality, safety and financial sustainability.

1. The particular responsibilities of the Partnership Board are (without limitation) as follows:
  - 1.1 to receive feedback and reports from the Parties on the Services provided;
  - 1.2 to monitor, advise and agree resource allocation and highlight cost pressures to the Parties through reporting lines to be agreed between the Parties;
  - 1.3 to approve changes to the provision of the Services, within the terms of this Agreement; noting that the development of changes under this Agreement may be progressed by the Partnership Board to the Transformation Board of the Trust.
  - 1.4 The Partnership Board shall consider the risks and benefits of a transition to a fully integrated model of service delivery which may include:
    - 1.4.1 the Trust assuming responsibility for the AMHP service, DoLS BIA, Community Care Assessments and for the ASC adult placement budget;
    - 1.4.2 streamlining management structures and staff models to ensure that they best meet Service User needs;
    - 1.4.3 improving staffing arrangements which align human resource practices with line management and professional responsibility;
    - 1.4.4 consideration to providing Trust staff with the opportunity to train as AMHPs under the authority and professional supervision of the Council;
    - 1.4.5 the alignment of Council management with the Trust Transformation Project and the development of integrated care pathways;
    - 1.4.6 build and maintain professional social services expertise and capacity at all levels;
    - 1.4.7 ensure that financial opportunities are maximised and the risks to both Parties are minimised;
    - 1.4.8 development of IT systems to allow greater integration including a bolt on social care module for PARIS and a data warehousing solution where both PARIS and ESCR can be accessed through a single screen; and
    - 1.4.9 longer term development of integrated IT systems;
  - 1.5 to ensure the Parties comply with this Agreement;
  - 1.6 to measure performance and quality of the provision of the Services against the standards; and
  - 1.7 to pursue the intended aims and objectives as specified in Schedule 1 (Aims and Objectives).



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2. The Parties may agree in writing from time to time to modify, extend or restrict the remit of the Partnership Board.
  3. The Partnership Board will be constituted by the following members:
    - 3.1 Chief Operating officer and Chief Nurse/Deputy Chief Executive of the Trust;
    - 3.2 Chief Officer, Adult Social Care of the Council;
    - 3.3 Operational Lead (Deputy Director) of the Trust;
    - 3.4 Commissioner Representative of the Council;
    - 3.5 Finance Lead of the Trust; and
    - 3.6 Finance Lead of the Council.
  4. The Partnership Board will be co-chaired by the Trust's Chief Operating Officer and the Council's Chief Officer of Adult Social Care, or nominated representatives.
  5. Partnership Board meetings will be held quarterly or by exception.
  6. Partnership Board meetings will be deemed quorate if the Trust's Chief Operating Officer and the Council's Chief Officer of Adult Social Care are present.
  7. Decisions made by the Partnership Board will be by consensus. Should the parties not be in agreement on any issue then the dispute resolution procedure defined under this Agreement shall apply.
  8. Some changes to this Agreement are not within the gift of the Partnership Board to approve and would need the separate approvals of each Party's senior management. These include:
    - 3.7 increases in the respective Parties' contributions.
    - 3.8 determination to change the employment status of staff performing functions under this Agreement; or
    - 3.9 any proposal deemed by either Party to be novel or contentious, as defined by their respective governance structures.

**SCHEDULE 8**

**INFORMATION SHARING PROTOCOL (Leeds Interagency Protocol for Sharing Information; NHS  
Leeds (Leeds PCT) 2008)**



Pan Leeds  
information sharing pi

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**SCHEDULE 11**  
**WINDING DOWN PROTOCOL**

In the event that this Agreement is terminated the Parties agree to co-operate to ensure an orderly wind down of their joint activities as set out in this Agreement and the following provisions shall (unless agreed otherwise by the Parties) have effect:

1. the Council shall ensure or procure the continued provision of the Services related to the Council Functions;
2. the Trust shall ensure or procure the continued provision of the Services related to the Trust Functions;
3. each Party shall use its reasonable endeavours to arrange and ensure the novation of the contracts (if any) which were novated by the other Party (or other contracts either substituted or entered into solely in connection with other Party's Functions) back to that other Party, who shall accept such novation;
4. the Equipment and any other assets transferred from a Party to the other under these Arrangements shall transfer back to the originating Party subject to agreed terms;
5. each party's rights of occupation of Premises owned or controlled by the other Party shall cease insofar as applicable to the provision of the Services related to the Functions of that other Party;
6. the Parties will not, following service or receipt of a valid notice to terminate this Agreement:
  - 6.1 increase or decrease the number of persons employed or engaged by in connection with the provision of the Functions without obtaining the consent of the other (such consent not to be unreasonably withheld); or
  - 6.2 significantly alter the terms and conditions of employment of persons employed or engaged in connection with the provision of the Functions without obtaining the consent of the other (such consent not to be unreasonably withheld).
7. The Trust and the Council shall work together to ensure an orderly handover in relation to all aspects of the Functions and shall at all times act in such a manner as not to adversely affect the delivery of the Services and in particular the Parties shall, as soon as reasonably practicable provide to the other details of the terms and conditions of employment of all employees engaged in providing the Functions.
8. Both Parties agree that all such information as may be provided to the other may be passed on to any prospective or new service providers (in confidence) for the purposes of future provision of the Functions and obtaining advice only.
9. Both Parties shall transfer ownership, to the originating Party, the records and information relating to the Functions, including any relevant records that were transferred to the other at the Commencement Date.

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**SCHEDULE 13**  
**HUMAN RESOURCES**

**1. STAFFING LIST**

The Staff who will be managed under this agreement are listed within the Matrix Management Agreement (below). This list represents the staffing at the commencement date of services and will naturally change over time.

**2. MATRIX MANAGEMENT**

Staff employed by the Council and the Trust as at the Commencement Date will be subject to management in accordance with the Matrix Management Agreement set out below.

Any new staff employed by the Council and the Trust subsequent to the Commencement Date but relevant to the Services managed under this Agreement will also be subject to management in accordance with the Matrix Management Agreement, unless otherwise agreed through the Partnership Board.

The Partnership Board will keep a live version of the Matrix Management Agreement and commit to maintaining an agreed and accurate staff list. This agreement will be updated with a refreshed Matrix Management Agreement periodically; unless no changes have taken place then at least annually.

For the avoidance of doubt the staff list is not intended for publication. It is therefore agreed that unless there is any overriding legal requirement then in the event of publication the staff list will be redacted to remove any personally identifiable information.



Leeds and York Partnership **NHS**  
NHS Foundation Trust

# **MATRIX MANAGEMENT AGREEMENT**

**BETWEEN**

**MENTAL HEALTH SERVICES,  
LEEDS AND YORK PARTNERSHIP NHS FOUNDATION  
TRUST (LYPFT/ "The Trust")**

**AND**

**MENTAL HEALTH ADULT SOCIAL CARE,  
LEEDS CITY COUNCIL (LCC/ "The Council")**

**30<sup>th</sup> September 2012 – 30<sup>th</sup> September 2013**

## 1. SCOPE

This Agreement outlines the Human Resource and operational / managerial issues of Adult Social Care (ASC) Mental Health Staff who are employed by the Council. These Council staff are based with, and operate as part of the Integrated Mental Health Service hosted by the Trust (LYPFT).

The agreement outlines the responsibilities of the employees and Trust Managers for Mental Health Services and provides guidance regarding specific circumstances which may arise.

The basis of the agreement is that Council ASC Professional Leads will be responsible to the Trust (LYPFT) Locality Managers on a day to day basis. The Professional Leads will be accountable as employees of the Council to the ASC Service Delivery Manager (SDM).

The ASC Professional Leads and SDM will be responsible for ensuring that the Council statutory functions are fulfilled (this will also include the provision of an AMHP service and associated responsibilities).

The agreement also clarifies liabilities of each organisation in relation to the Council ASC employees.

## 2. PARTIES

1. Mental Health Services, Leeds & York Partnership NHS Foundation Trust (The Trust)
2. Mental Health Adult Social Care, Leeds City Council (The Council)

## 3. AGREEMENT PERIOD

This agreement shall commence on 30<sup>th</sup> September 2012 – 30<sup>th</sup> September 2013 and will be reviewed annually.

## 4. PERFORMANCE MONITORING

Trust Managers will provide assurances to the Council that compliance with ASC requirements are maintained. It also acknowledges that the employees of the Council have a personal responsibility to comply with the requirements of the Council.

A quarterly review will take place between the ASC SDM and the Locality Managers in order to address any issues with this Matrix Management Agreement in relation to operational issues. Escalation meetings can be organised to include the Council ASC Head of Service and the Trust Deputy Director should the need arise.

An annual review of the Matrix Management Agreement and arrangements will take place and will include the Deputy Director of the Trust and the Council Head of Service, ASC.

Performance will be reported to the Partnership Board of the Section 75 Partnership Agreement on a quarterly basis and any issues with the Matrix Management arrangements will be addressed by the Trust Deputy Director and Council Head of Service and updates will then be fed into the governance framework to the board. In addition the Trade Unions (Council) and Trust staff side representatives will also have the opportunity to feed issues to the Council Head of Service and Trust Deputy Director in order to address issues arising as a result of members liaising with their respective representatives.

## 5. SERVICE DESCRIPTION AND RESPONSIBILITIES

### 5.1 CURRENT STAFF EMPLOYED BY LCC

Post Reference	Funded WTE	Job Title
50016640	Full time	Service Delivery Manager
50016643	35.5	Team Manager

50016644	22	Team Manager
50016642	Full time	Team Manager
50016646	Full time	Team Manager
50016641	Full time	Team Manager
50016646	22.5	Social Worker
50015878	32.5	AMHP
50016661	29.5	AMHP
50016669	22	AMHP
50154743	Full time	AMHP
50017495	Full time	AMHP
50016667 TEMPORARY VACANCY	21	AMHP Maternity leave from June 12
50017628	Full time	AMHP/DoLS Coordinator
50016687	29.6	AMHP
50016684	22.5	AMHP
50016650	35	AMHP
50296046	Full time	AMHP Career Break
50016651	Full time	AMHP
50017777	Full time	AMHP
50016678	Full time	Social Worker
50017968	Full time	AMHP
50016675	Full time	AMHP
VACANCY	Full time	AMHP Finished end of June Early Leavers
50016660	Full time	Social Worker
50017577	Full time	Social Worker
50016657	Full time	AMHP
50016664	Full time	AMHP
50294701	Full time	AMHP
50016674	18.5	Social Worker
50016654	Full time	Social Worker
50016240	Full time	AMHP
50016671	Full time	AMHP
50017852	30	AMHP
50016676	Full time	AMHP
50016668	Full time	AMHP
50016652	Full time	AMHP
50016656	Full time	AMHP
50017496	Full time	Social Worker

50016682	Full time	AMHP
50016681	Full time	Social Worker
50017497	30	AMHP
VACANCY	Finished	Social Work Assistant – convert to SW post
50095293	37	Social Worker
50016649	Full time	Social Worker
50016662	18.5	AMHP
50016658	32	AMHP
VACANCY	22	Social Worker – Left 16.5.12.
50016672	Full time	Social Worker
50016648	Full time	Social Worker
50296046 VACANCY – 1 YEAR BACKFILL FOR SECONDMENT	35	AMHP – Seconded to CAS from 22.6.12.
50076315	Full time	AMHP
50099155	23	AMHP
50016679	Full time	Social Worker
50016655 TEMPORARY VACANCY	Full time	Social Worker Maternity leave from June 12.
50017716	Full time	AMHP
50016659	22.5	AMHP

## 5.2 EMPLOYEE RESPONSIBILITIES

The Council shall procure that Council Employees shall:

- abide by Council Policies and Procedures (see Appendix 1 for a list of essential Employment Procedures) To attend and comply with Council Statutory/Mandatory Training requirements (see Appendix 2 for the Council's Mandatory Training Schedule)
- participate in an appraisal and Personal Development Plan utilising Council procedures and documentation
- To complete statutory documentation and tasks within specified timescales when required by the Council e.g:
  - CRB (Criminal Records Bureau)
  - Monthly Flexi Sheets where applicable
  - Vehicle documentation
  - Leave requests and authorisation – e.g. annual leave, special leave, study leave
- To have personal responsibility as stipulated in the Council's Supervision Policy.
- To complete Council audits and performance data as and when required.
- To keep abreast of Council Communications via their own professional responsibilities and to read relevant information distributed via the Head of Service.



- To ensure professional registration is maintained.
- To attend training as and when required.

Where there is no adherence and compliance to these requirements the Council SDM will inform the employee and the Trust manager so that this can be rectified as soon as possible.

### **5.3 TRUST (LYPFT) LOCALITY MANAGER RESPONSIBILITIES**

The functions provided by the Council Social Care staff is within the remit of the Section 75 agreement signed between the parties and as a result the Trust Locality Managers have line management responsibility for the Council Social Care Team Managers.

As specified in the scope of agreement the Council SDM will retain accountability for the Professional Leads who will be managed by the Trust Locality Managers. The Council SDM will provide professional leadership and practice supervision and will also work alongside the Trust Locality Managers to ensure a partnership approach.

Examples of what this entails include:

- Monitoring that the Council Social Care staff are aware of the requirement to comply with Council Policies and Procedures
- Support & facilitate the Council Social Care staff fulfil the Council Statutory / Mandatory training requirements.
- Monitor day to day attendance issues, approve annual leave and time owing and be responsible for monitoring this
- Sickness and Performance monitoring – to be fully conversant with the Council's Managing Attendance Policy and Improving Performance and take appropriate action in accordance with relevant policy. Ensure that the SDM is kept informed and is involved if there is a requirement to progress to a more formal stage. All Trust managers who will be responsible for the management of Council social care staff will be trained in line with relevant policies to ensure a quality standard. Professional advice will be sought from the SDM or Council Human Resources advisor where relevant and necessary.
- To provide monthly managerial supervision to Council ASC Professional Leads.
- To ensure that complaints are dealt with in accordance with the Council's Complaints Procedure. If appropriate the Council SDM will become directly involved.
- To undertake Council ASC Professional Lead staff appraisals, agree objectives and Personal Development Plans in conjunction with the Council SDM as a three way process. With regards to the SDM an annual appraisal will be undertaken again as a three way process with the Trust Deputy Director and Council Head of Service.
- To ensure the lone worker and risk management requirements are adhered to and monitored utilising Council local procedures.
- To ensure that the working arrangements of the Council Social Care staff are compliant with the Working Time Directive. If there are concerns with time keeping the Locality Manager has a duty to initially address this and also to inform the SDM.

- To discuss any potential changes/amendments to individual working hours and/or arrangements with the Council SDM upon receipt of any request.
- To resolve grievances at the informal stage; if a formal grievance is submitted this will be dealt with by Human Resources as part of a formal process.
- To inform the Council SDM when there are any proposed and/or planned Trust organisational changes which may affect the Council Social Care staff
- To release Council Social Care staff to attend Council training / meetings as required
- To participate in recruitment processes for posts. The appointing officer will be relevant managers employed by the Council (ASC), dependent upon the grade of the vacancy.

#### **5.4 SERVICE DELIVERY MANAGER RESPONSIBILITIES**

- Ensuring that the Locality Managers are aware of the requirement to comply with Council Policies and Procedures and has access to them
- To complete any BSC documentation as appropriate
- To act as Appointing Officer for any recruitment processes from PO6
- To manage all formal absence/performance issues relating to Professional Leads from Stage 2 of the Council Procedures
- To appoint investigating officers to deal with disciplinary investigations
- To refer to HR in relation to possible suspensions from duty.
- To respond to formal grievances utilising Council procedures, informal resolution is sought ideally and these matters will involve Council managers.
- To contribute to Appraisals, agree objectives and Personal Development Plans for the Professional Leads in accordance with Council documentation.
- To provide the Council Social Care staff with ASC communications and all relevant information Re: policy / procedures, mandatory training course dates
- To arrange and hold formal and regular quarterly meetings with Council Social Care staff in partnership with Trust Locality Managers

#### **5.5 RESPONSIBILITIES IN RELATION TO SPECIFIED CIRCUMSTANCES**

This section outlines the process to be adopted in accordance with Council Employment Policies and Procedures in relation to specific circumstances:

##### **Absence**

- Short term / long term sickness will be monitored and managed by Council ASC Professional Leads and the Council SDM.
- Short term cover requirements needed as a result of absence for any reason will be managed by Council ASC Professional Leads in conjunction with the Locality Managers. Long term cover requests will be discussed with the Council SDM.

##### **Staff movement / changes from substantive post and funded hours**

The Council Social Care staff posts are assigned as detailed in section 5.1. Any changes in relation to the staffing structure identified in section 5.1 must be agreed in writing with the Council Head of Service, ASC. This includes secondment opportunities within both organisations.

This is to ensure that the service provided is still being delivered and complies with Council requirements in accordance with the duties of the Director of Adult Social Services (DASS).

The Council SDM will complete relevant documentation to ensure that agreed changes are actioned appropriately.

### **Vacated Positions**

Council ASC Professional Leads and Trust Locality Managers will inform the Council SDM as soon as they become aware that an employee may resign from their post. The employee's resignation letter must be submitted formally to the SDM to be progressed. Council notice periods will be adhered to and any variation from this must be agreed with the SDM.

Any vacant post will be subject to the Council's recruitment procedures.

Any recruitment process will be conducted in partnership with the respective Locality Manager.

The Council Lead Professionals will act as Appointing Officer for any recruitment processes up to PO6.

### **Disciplinary and Grievance**

The Council Social Care staff are employees of the Council and as such will adhere to the Council's Disciplinary Procedure and Grievance Procedures.

If a disciplinary incident occurs then an investigating officer will be assigned by the Council. If it is felt necessary to suspend an employee from duty this decision will be the responsibility of the Council.

If a member of the Council Social Care workforce raises a grievance, this will be dealt with through the Council's Grievance Procedure. Grievances should be resolved informally where possible, but any formal grievance will be dealt with through the Council's Grievance Procedure

## **6. STANDARD TERMS AND CONDITIONS**

### **6.1 STATUTORY AND OTHER REQUIREMENTS**

All parties must recognise their respective obligations as stipulated from Section 5.2 to 5.5 to comply with the requirements of all current legislation in relation to employment law. As the Council Social Care workforce are employees of the Council, the Council requires Trust Managers to facilitate and support the Council Social Care staff to meet their obligations.

### **6.2 EMPLOYER LIABILITY**

The Council is the legal employer of the Council Social Care workforce, detailed within 5.1 of this agreement.

It is acknowledged and accepted that the Trust has responsibility for coordinating and ensuring the acceptable working environment of the Council employees detailed in section 5.1 and as such the Trust acknowledges its liability and responsibilities in relation to these employees.

The Council will seek to recover any costs associated with this agreement where it believes the responsibility for those costs rests with the Trust e.g. Industrial Injury, locum/agency costs.

With regard to the Council's indemnity and insurance it requires all Council staff to follow Council Procedures and Mandatory / Statutory training and to fulfil their professional registration requirements.

### **6.3 REPRESENTATIVES**

At the time of establishing this agreement the representatives are:

Deputy Director – Leeds and York Partnership Foundation Trust (the Trust)

Head of Service - Learning Disabilities, Transitions, EDT and Mental Health, Leeds City Council (The Council)

### **6.4 COMPLAINTS**

Any complaints received regarding the service provision will be investigated by the Council SDM in conjunction with the Trust Locality Managers. The SDM will keep the Locality Managers informed of complaints that are received and the outcome of those complaints. If the complaint necessitates a change in procedure, this will be negotiated between the parties including the Trade Unions. Complaints will be handled in accordance with the Council's Complaints Procedure.

Any complaints/concerns regarding this agreement will be dealt with informally where possible. The Quarterly/ Annual Review process can also be used to raise complaints/concerns. If deemed appropriate complaints or concerns can be raised, in writing with the Council Head of Service, Adult Social Care.

### **6.6 AMENDMENTS**

This agreement may be amended by written agreement from both parties via the Partnership Board with appropriate consultation with relevant Council staff and trade union representatives.

## **Appendix 1**

### **Leeds City Council HR Procedures**

All of the procedures below must be used for all staff substantively or temporarily employed by LCC:

- Access to Employee Medical Records
- Alcohol and Drug Misuse Policy
- Appointment and Promotion
- Appraisals in LCC
- Assisted Car Purchase Scheme
- Bullying at Work Policy
- Employee Code of Conduct
- Corporate Information Technology Security Policy
- Corporate Safeguarding
- Disciplinary Policy
- Domestic Violence Policy
- Employee Payments during Emergency Incidents
- Equality and Diversity Policy
- Eye test for Display Screen Equipment User
- Flexible Working Hours
- Grievance Policy
- GSCC Registration
- Health and Safety Policy
- HIV and AIDS Policy
- Hours and Leave
- Improving Performance Policy
- Job Sharing Scheme
- Managing Attendance Policy
- Managing Workforce Change
- Maternity, Birth (including Paternity) and Adoption Leave
- Politically restricted posts
- Pre-employment Health Declaration Policy
- Probationary Period Policy
- Provision of First Aid Facilities Policy
- Recruitment and Selection Policy
- Sexuality in the Workplace Policy
- Smoking Policy
- Travelling and Subsistence
- Use of Communication Equipment whilst Driving Policy
- Whistle Blowing Policy

In addition to the terms and conditions outlined in this document, other terms and conditions of employment will be in accordance with those prescribed by the National Joint Council for Local Government Services as set out in the Conditions of Service as varied or supplemented by the City Council's Local Conditions of Service.

**Appendix 2**

**The Council's Mandatory Training Schedule**

Development Need	Driver for Change	Outcome for staff	Outcome for customer	Tier of staff the training is aimed at				
				SWA	NQSW	SW	SSG Pract	TM
Welcome to LCC	Mandatory Requirement	Will help new staff put their role in context with the council	Improved Service	✓	✓	✓	✓	✓
Adult Social Care Induction (Provider Services)	Mandatory Requirement	Staff working to appropriate standards, understanding of job role and working to guidelines, policies and procedures	Skilled and qualified workforce to deliver the service	✓				
NQSW Programme	Mandatory Requirement	Confident and competent practice based on a firm foundation of skills and knowledge	Skilled and qualified workforce to deliver the service		✓			
Induction workshops for SW new to Leeds	Mandatory Requirement	Confident and competent practice for staff coming to work in Leeds	Skilled and qualified workforce to deliver the service			✓		
MCA/DoLS (A Practice Perspective for Fieldworkers)	Mandatory Requirement	Skills and knowledge is consistent with relevant legislation	Improved health, safety and wellbeing	✓	✓	✓	✓	✓
Keeping up to date with policy changes	To meet with new legislation	Confident and competent practice	Improved Service	✓	✓	✓	✓	✓
Capacity and Tenancies	To meet new and existing legislation	Confident and competent practice	Improved Service	✓	✓	✓	✓	✓
Safeguarding 'It's Everybody's Job'	Mandatory Requirement	Staff trained at relevant level to support customers safely	Improved health, safety and wellbeing	✓	✓	✓	✓	✓
Safeguarding Concerns and How to Refer Appropriately	Mandatory Requirement	Staff trained at relevant level to support customers safely	Improved health, safety and wellbeing	✓	✓	✓		
Safeguarding Adults - The Process for SW and JCM	Mandatory Requirement	Staff trained at relevant level to support customers safely	Improved health, safety and wellbeing	✓	✓	✓	✓	✓
Investigating Disclosures and Allegations	Mandatory Requirement	Staff trained at relevant level to support customers safely	Improved health, safety and wellbeing		✓	✓		
Writing the Investigating Officers Report	Mandatory Requirement	Staff trained at relevant level to support customers safely	Improved health, safety and wellbeing		✓	✓	✓	

Development Need	Driver for Change	Outcome for staff	Outcome for customer	Tier of staff the training is aimed at				
				SWA	NQSW	SW	SSG Pract	TM
Safeguarding Policy, Procedure and Practice	To meet new and existing legislation	Staff trained at relevant level to support customers safely	Improved health, safety and wellbeing	✓	✓	✓		✓
Risk Assessment and Risk Management	To meet new and existing legislation	Staff trained at relevant level to support customers safely	Improved health, safety and wellbeing	✓	✓	✓		✓
MCA including Assessments of Capacity & Best Interest Decision Making	To meet new and existing legislation	Staff trained at relevant level to support customers safely	Improved health, safety and wellbeing	✓	✓	✓		✓
What is a good Assessment and What is a good Review	Service Transformation	Confident and competent practice	Improved Service	✓	✓	✓		
DoLS & Courts role and Court Craft	To meet new and existing legislation	Staff trained at relevant level to support customers safely	Improved health, safety and wellbeing	✓	✓	✓		✓
Equality and Diversity	Mandatory Requirement	Confident and competent practice around the Equality Act 2010	Improved Service					
Introduction and awareness raising of Autistic Spectrum Disorders	To meet the Autism Strategy	Staff trained at relevant level to support customers who are on the Autistic Spectrum	Improved Service	✓	✓	✓		✓
Specialist training in Autistic Spectrum Disorder	To meet the Autism Strategy	Staff trained at relevant level to support customers who are on the Autistic Spectrum	Improved Service	✓	✓	✓		✓
IRT Function and Implementation	Service Transformation	Confident and competent practice	Improved Service	✓	✓	✓		
Step by step Care Options	Service Transformation	Confident and competent practice	Improved Service		✓	✓		
What to take to Nominations Panel	Service Transformation	Confident and competent practice	Improved Service		✓	✓		
ESCR - Reporting and Recording	Service Transformation	Confident and competent practice	Improved Service	✓	✓	✓		✓
Self Directed Support	Mandatory Requirement	Confident and competent practice	Improved Service	✓	✓	✓		✓
Person Centred Approaches and tools	Service Transformation	Staff are open and receptive to new ways of working	Improved service for customers	✓	✓	✓		✓

Development Need	Driver for Change	Outcome for staff	Outcome for customer	Tier of staff the training is aimed at				
				SWA	NCSW	SW	S&G Pract	TM
Continuing Health Care	Service Transformation	Confident and competent practice	Improved Service		✓	✓		
Leadership and Management standards	Mandatory Requirement	Confident and competent practice	Improved Service				✓	✓
Involving and Engaging Carers	Service Transformation	Staff and Carer engagement	Improved Service	✓	✓	✓	✓	✓
Information Governance training	Mandatory Requirement	Understand the use and control of information	Information id protected	✓	✓	✓	✓	✓





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## **Appendix 3**

### **Information Governance Policies**

#### **Clear Desk and Clear Screen Policy**

The overall purpose of this policy is to ensure you have an awareness of the importance of keeping both paper and electronic documents and records safe when they are working at their desk/workstation or on their screen and that you have knowledge of how to protect them.

#### **Data Protection Policy**

This policy aims to make it clear how the council responds to its duties in respect of processing "personal data" under the Data Protection Act 1998, and "private" information under Article 8 of the Human Rights Act 1998.

#### **Freedom of Information Act Policy**

This policy aims to make it clear how the council responds to its duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 in relation to dealing with information requests, and in relation to the positive duty under the Regulations to disseminate certain types of environmental information.

#### **Information and Data Quality Policy**

This policy sets out the council's approach to data and information quality. The quality of data and information can impact on efficiency, effectiveness, decision making and service delivery in general. This policy outlines the requirements that must be met to ensure that colleagues have access to timely, accurate and relevant information.

#### **Information Security Policy**

This policy aims to ensure that all information and information systems upon which the council depends are adequately protected to the appropriate level, and that all staff have a proper awareness, concern and an adequate appreciation of their responsibility for information security.

#### **Information Security Incident Management and Reporting Policy**

The aim of this policy is to ensure that the council's incident reporting systems are robust in managing, reporting and learning from adverse events; thereby minimising the potential impact of any security incidents. The council also recognises the importance of reporting 'near misses' to promote a learning culture within the organisation.

#### **Information Sharing Policy**

The aim of this policy is to support good practice in information sharing by offering clarity on when and how information can be shared legally and professionally.

#### **Information Systems Acceptable Use Policy**

The overall purpose of this policy is to provide protection for information assets and information systems owned and used by the council from the risks posed by inappropriate use. It relates to the acceptable use of information and information systems, including future technologies. A supporting electronic communications code of practice (currently in draft format) has also been published to support this policy.

#### **Protective Marking and Asset Control Policy**

This policy sets out appropriate measures through which the council will classify its information, using the Government Protective Marking Scheme, to facilitate the secure handling, storage and disposal of its information assets. The policy also underpins the more effective and efficient information sharing with other public authorities who already apply protective marking.

#### **Records Management Policy**

This policy outlines the requirements that must be met for the council to ensure that its records are created, captured, and managed appropriately, to recognised standards, in order to meet legal and

operational needs.

**Removable Media and Mobile Computing Policy**

This policy establishes the principles and working practices that are to be adopted by all staff in order for information to be safely stored and transferred on removable media and mobile computing devices.

**Retention and Disposal Policy**

The retention and disposal policy sets out the principles to be followed to ensure that council records are kept and then disposed of appropriately, in line with a corporately agreed retention and disposal schedule. This will clearly state the requirements for reviewing, retaining, disposing of, or transferring the council's records to the council's archive service provider.

**SCHEDULE 14****FORM OF NOTIFICATION TO THE DEPARTMENT OF HEALTH****ROCR/OR/0226****Licence Expiry Date:**

The use of this collection has been approved by the Review of Central Returns Steering Committee – ROCR.

This is a Mandatory collection from Primary Care Trusts and NHS Trusts. Monitor, Independent Regulator of Foundations Trusts has provided approval for a voluntary collection.

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**NOTIFICATION FORM  
SECTION 75 PARTNERSHIP ARRANGEMENTS**

**To be completed for each partnership arrangement and updated annually for amendment of a partnership arrangement.**

**This form below should be sent to the Health and Social Care Joint Unit, c/o CSIP ICN, Department of Health, Room 304 Wellington House, Waterloo Road, London SE1 8UJ.**

**Email: [MB-HSD-SCJU@dh.gsi.gov.uk](mailto:MB-HSD-SCJU@dh.gsi.gov.uk)**

<b>1. NAMES OF THE STATUTORY PARTNERS</b>  <b>(Officers &amp; Organisations)</b>	
<b>2. DATE OF AGREEMENT</b>	
<b>3. DATE WHEN PARTNERSHIP IS INTENDED TO START OR DATE OF ANNUAL UPDATE FOR DH IF THIS HAS BEEN PREVIOUSLY NOTIFIED</b>	
<b>4. TITLE OF OFFICER RESPONSIBLE FOR THE PARTNERSHIP</b>	
<b>5. CONTACT NAME</b>	
<b>6. CONTACT TEL. NO.</b>	
<b>6. WHICH FLEXIBILITIES ARE BEING USED?</b> <ul style="list-style-type: none"> <li>• LEAD COMMISSIONING (LC)</li> <li>• POOLED FUNDS (PF)</li> <li>• INTEGRATED PROVISION (IP)</li> </ul>	

<p><b>8. WHICH CARE GROUP OR CATEGORY DOES THE PARTNERSHIP SERVE?</b></p>	
<p><b>9. SUMMARY OF KEY OBJECTIVES</b></p> <p>(DO NOT COMPLETE AGAIN IF PREVIOUSLY NOTIFIED AND THESE REMAIN UNCHANGED AT THE TIME OF ANY ANNUAL UPDATE)</p>	
<p><b>10. CONTRIBUTIONS</b></p> <p>IDENTIFY THE FINANCIAL CONTRIBUTION OF EACH PARTNER <u>SEPARATELY</u></p> <p><u>(To be updated by notification annually)</u></p>	

**SEE OVERLEAF FOR PARTNERSHIP CHECKLIST (FOR LOCAL USE)**

**PARTNERSHIP CHECKLIST (FOR LOCAL USE):**

1. Are you clear how the partnership will lead to improvement?	Yes	No
2. Have you clearly defined objectives and how you will measure their success?		
3. Have you decided when the partnership arrangement will be formally reviewed?		
<p>4. What the Governance arrangements will be for:</p> <ul style="list-style-type: none"> <li>• Review</li> <li>• Renewal</li> <li>• Variation</li> <li>• Reporting</li> <li>• Monitoring</li> <li>• Accounting and auditing,</li> <li>• Operational management</li> </ul>		
5. Do the named people in these roles have formal delegated authority?		
<p>6. Have you addressed where relevant:</p> <ul style="list-style-type: none"> <li>• Human resources, including staffing</li> <li>• Terms and conditions</li> <li>• Necessary policies and agreements</li> </ul>		
<p>7. Have you defined adequately for local use:</p> <ul style="list-style-type: none"> <li>• Scope and nature of service</li> </ul>		

<ul style="list-style-type: none"> <li>• <b>How it is be accessed</b></li> <li>• <b>Eligibility criteria and assessment processes</b></li> <li>• <b>Any necessary delegation</b></li> <li>• <b>Performance requirements and reporting at this level</b></li> <li>• <b>Put the systems in place</b></li> </ul>		
<b>8. How are Complaints to be dealt with?</b>		
<b>9. Have you studied the VAT guidance and chosen a preferred option?</b>		
<b>10. Are you clear how disputes will be resolved?</b>		
<b>11. Have you agreed how you will manage continuing liability in the event of any future termination e.g. for contracts and care agreements previously entered into during the partnership period?</b>		
<b>12. Have you consulted with those affected by this agreement, and is it clear how has this been done?</b>		
<b>13. If there is to be a movement of staff, have staff and their unions been consulted?</b>		
<b>14. Are elected members and Non Executives clear on the nature of S75 and how it will operate locally?</b>		