

**PARTNERSHIP AGREEMENT BETWEEN:**

1. **The Mayor and Burgesses of the London Borough of Haringey  
and**
2. **NHS Haringey Primary Care Trust**
3. **Barnet, Enfield and Haringey Mental Health NHS Trust**

**For a Pooled Fund under Section 75 of the National Health Service Act  
2006:**

**For Integrated Services for Adults with Learning Disabilities**

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THIS AGREEMENT DATED ..... 4<sup>TH</sup> JUNE ..... 2010 IS MADE BETWEEN:

- (1) **The Mayor and Burgesses of The London Borough of Haringey** of Civic Centre, High Road, Wood Green, London N22 8LE ('the Council'); and
- (2) **NHS Haringey Primary Care Trust** of St Ann's Hospital, St Ann's Road, London, N15 3TH ('NHS Haringey'); and
- (3) **Barnet, Enfield and Haringey Mental Health NHS Trust** of St Ann's Hospital, St Ann's Road, London, N15 3TH ('the BEH-MHT')

Together called "the Partners" within the Haringey Learning Disability Partnership ("HLDP").

**1. WHEREAS:**

The Partners agree

- 1.1 Pursuant to Section 75 of the National Health Service Act 2006 the Partners have agreed to enter into a partnership arrangement to establish and maintain a Pooled Fund to formalise and develop the Services known as the Haringey Learning Disability Partnership.
- 1.2 The Partners agree to establish the Pooled Fund under Section 75 of the Act and the Partnership Regulations and in accordance with the terms and conditions contained therein.

**2. DEFINITIONS AND INTERPRETATION**

- 2.1 Reference in this Agreement to the terms set out in this Clause shall have the following meanings:

<b>Act</b>	Means The National Health Service Act 2006
<b>Agreement</b>	Means this Partnership Agreement and Schedules attached hereto
<b>Arrangements</b>	Means the arrangements described at Clause 5 of this Agreement
<b>BEH-MHT</b>	Means Barnet, Enfield and Haringey Mental Health NHS Trust
<b>Best Value</b>	Means the Council's duty to secure the continuous improvement in services through the review and procurement regime defined in the Local Government Act 1999 Regulations and guidance made thereunder

<b>Carer</b>	Means someone of any age who, without payment, unconditionally gives help and support to a Service User or a person who would be eligible for Services if they choose to receive them
<b>Clinical Governance</b>	Means the Trusts duty to improve the quality of health services and safeguarding high standards of care
<b>Commencement Date</b>	Means the 1 April 2010
<b>Commissioning Partner</b>	Means the Partner determined by the Expenditure Group with responsibility for commissioning/ providing the Services approved for funding through the Pooled Fund
<b>Council</b>	Means Haringey Council (The London Borough of Haringey)
<b>Data Protection Act</b>	Means the Data Protection Act 1998

<b>Executive Group</b>	Means the group consisting of the Partners acting through their respective delegated officers whose terms of reference are attached to this Agreement at Schedule 2 Part 2
<b>Expenditure Group</b>	Means the group consisting of the Expenditure managers as provided for in Clause 10.0 and whose Terms of Reference are attached to this Agreement at Schedule 2 Part 3
<b>Expenditure Plan</b>	Means the plan relating to use of the Pooled Fund drawn up in accordance with Clause 10.0
<b>Financial Year</b>	Means a year commencing on 01 April in one calendar year and ending on 31 March in the subsequent calendar year
<b>Governance Arrangements</b>	Means the arrangements for governance of the Partnership Board as referred to in Schedule 2 Part 1
<b>HLDP</b>	Means Haringey Learning Disabilities Partnership
<b>HLDP Integrated Service</b>	Means the Services
<b>Health Related Functions</b>	Means such of those health related functions referred to in Regulation 6 of the Partnership Regulations
<b>Head of Service</b>	Means the Head of HLDP
<b>Host Partner</b>	Means the Council
<b>NHS Functions</b>	Means the NHS functions referred to in Regulation 5 of

	the Partnership Regulations (subject to the exclusions referred to therein).
<b>NHS Haringey</b>	Means NHS Haringey Primary Care Trust (Commissioning)
<b>Partners or Partner</b>	Means the Council, the NHS Haringey and the BEH-MHT together or individually as the context requires
<b>Partnership</b>	Means the arrangements agreed by the Partners in this Agreement for the purpose of providing the Services pursuant to the Partnership Regulations and Section 75 of the Act
<b>Partnership Arrangement(s)</b>	Means the arrangements for the provision of the Services as set out in this Agreement
<b>Partnership Board</b>	Means the HLDP advisory board - a multi-agency Partnership Board with the Council acting as lead and including Representatives from the Council, NHS Haringey, BEH-MHT, Service Users, Carers, local Voluntary Sector representatives and others, as appropriate. This Board will be jointly chaired by a Service User and nominated Representative of any of the three Partners
<b>Partnership Regulations</b>	Means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 2000/617)
<b>Pooled Fund Manager</b>	Means such officer responsible for managing the Pooled Fund and shall be the Head of Service
<b>Pooled Fund</b>	Means the Pooled Fund established pursuant to Regulation 7(1) of the Partnership Regulations
<b>Premises</b>	Means any building or premises owned or leased by either of the Partners and used in relation to the HLDP Integrated Service
<b>Quarter</b>	Means the following periods in each Financial Year: Quarter 1 - 01 April to 30 June Quarter 2 - 01 July to 30 September Quarter 3 - 01 October to 31 December Quarter 4 - 01 January to 31 March
<b>Representative</b>	Means the nominated representative of the Partners of sufficient seniority and of the discipline required in the particular context
<b>Services</b>	Means the services developed and provided through funding made available through the Pooled Fund and through any other relevant funds as may become

	available during the duration of this Agreement (for e.g. 'external funding' secured or other centrally allocated grants or funds) for the provision of the Haringey Learning Disabilities Partnership (HLDP) Integrated Service, more particularly described in Schedule 1
<b>Service Contractors</b>	Means the contractors with whom the Partners contract or arrange for Services to be provided pursuant to this Agreement
<b>Service Users</b>	Means 18 to 64 year olds who meet the HLDP Integrated Service eligibility criteria for people with Learning Disabilities, who are 'ordinarily resident' in Haringey and who use or receive a benefit from the Services. These may also include such other people as may be agreed between the Partners, including (without limitation) people who are eligible for assessment for the Services
<b>Strategic Commissioning</b>	Means the process of inviting tenders and awarding contracts for the provision of Services generally
<b>Strategic Partnership Wellbeing Board</b>	Means the Well-Being Partnership Board comprising key agencies and partners working in the Borough including Haringey Council, NHS Haringey, the Police, Fire Service, voluntary and community agencies and other organisations and local partnerships. The Board is one of six thematic boards that make up the "family" of partnerships within the Haringey Strategic Partnership (HSP), responsible for improving the social aspects of well-being.
<b>Trust(s)</b>	Means NHS Haringey and BEH-MHT

- 2.2 Reference 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.
- 2.3 The headings of the clauses in this Agreement are for reference purposes only and shall not be construed as part of the Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.
- 2.4 The Schedules in this Agreement are an integral part of this Agreement and 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.
- 2.5 Reference to a person or body shall not be restricted to natural persons and shall include a company corporation or organisation.
- 2.6 The masculine includes the feminine and vice versa.
- 2.7 The singular includes the plural and vice versa

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

- 3.1 The Agreement shall come into force on the Commencement Date
- 3.2 The Agreement shall be for a period of 3 years from the Commencement Date ("Contract Period") subject to earlier termination in accordance with the terms of this Agreement or at law or to extension in accordance with Clause 3.2A
- 3.2A The Contract Period may be extended for a further period of up to 12 months if the Partners agree in writing to such an extension. The same terms and conditions as those contained within this contract shall apply to any extension of the Contract Period subject to the provisions of Clause 20
- 3.3 Upon expiry or earlier termination of this Agreement, the Partners will agree and observe a detailed exit strategy to facilitate the orderly winding down or efficient handover, or other arrangements, in respect of the Services and projects procured from the Pooled Fund. The exit strategy prepared should address all the consequences of termination including:
- Implications for Service Users;
  - Implications for each Partner;
  - The relationship with Service Contractors;
  - Personnel issues;
  - The financial impact of termination;
  - All other relevant issues.
- 3.4 Upon expiry or earlier termination of this Agreement, the remaining funds in the pool will be apportioned in proportion to the Partners' contribution to the Pooled Fund for that Financial Year and returned to the respective Partner. The Partners agree to make any necessary payments to the Pooled Fund, or to each other, to reflect the correct apportionment of funds on the date of termination of this Agreement.
- 3.5 For the purposes of Clause 3.4, the total sum will include contributions made to the fund for the year in question, and any sums 'rolled forward' from the previous Financial Year.

### **4. AGREEMENT REVIEW**

- 4.1 This Agreement shall be subject to periodic review as detailed at Clause 20.
- 4.2 Any review under this Agreement will seek to monitor the effectiveness of the Arrangements detailed at Clause 5 and will be in accordance with the provisions of Clause 20.

### **5. ARRANGEMENTS FOR DELIVERY OF THE SERVICES**

- 5.1 With effect from the Commencement Date:

- 5.1.1** The Partners agree to establish the Arrangements under Section 75 of the Act and the Partnership Regulations.
- 5.1.2** The Partners agree to establish a Pooled Fund for the purpose of jointly funding a single management structure for the work of the HLDP Integrated Service, the exercise of the NHS Functions and Health-Related Functions associated with provision of the Services.
- 5.1.3** The Partners agree that the Arrangements shall be governed by the structures as set out at Schedule 3 and Schedule 4 and shall cover the following functions :
- a) Assessment and care management;
  - b) Assessment and treatment for people with learning disabilities and mental health needs (CPA - Care Programme Approach);
  - c) Residential care, covering both respite care and adult placements;
  - d) Social care community support;
  - e) NHS Community health care (nursing, speech and language therapy, physiotherapy, occupational therapy, music therapy and psychology).
- 5.1.4** Each Partner shall make the financial contributions to the Pooled Fund detailed in Schedule 5 to support the Arrangements in addition to obligations of a non-financial nature as detailed in Clause 8.
- 5.1.5** The Partners agree that the Pooled Fund will be used to fund Services that meet the purposes set out in Clauses 5.1.2 and 5.1.3.
- 5.1.6** This Agreement is for the establishment of a Pooled Fund only, and as such the relevant Commissioning Partner for each approved project will assume responsibility for individual contract and monitoring arrangements.
- 5.1.7** The Partners agree that expenditure from the Pooled Fund shall be in accordance with the terms of this Agreement including but not limited to Clause 9, Clause 10 and Clause 11.
- 5.2** Any arrangements under this Agreement shall not affect:
- 5.2.1** The liabilities of the Partners to either the other Partners or any third parties, for the exercise of their respective functions and obligations; or
  - 5.2.2** The power or duty to recover charges for the provision of any Services in the exercise of any Council functions.
- 5.3** The Partners acknowledge that before the Commencement Date they carried out the consultation required by Reg. 4(2) of the Partnership Regulations with user groups, staff and/ or union representative, non-statutory providers, NHS Trusts and the Partnership Board. In respect of this Agreement, the full review of the HLDP completed in November 2009 covered this requirement.

## **6. NOTIFICATION TO THE DEPARTMENT OF HEALTH**

- 6.1** The Partners agree that they shall forthwith notify the Health and Social Care Joint Unit of the Department of Health ('DE'), of the exercise of the flexibilities in Section 75 of the Act in relation to the Partnership Agreement, in accordance with the guidance issued by the DH.
- 6.2** The notification to the DH at Clause 6.1 above will include amendments or revisions which may be made to this Agreement with the conditions herein and more particularly Clause 39.2 below.
- 6.3** The notification shall be in the form as provided for from time to time by the DH.

## **7. STAFFING ARRANGEMENTS**

- 7.1** Staff employed by each Partner shall continue to be employed by the respective Partner, subject to operational arrangements as set out in Schedule 4 below (Operational Arrangements).
- 7.2** For the avoidance of doubt there will be no transfers of staff between the Partners.

### **7.3 Secondment**

**7.3.1** The Trusts shall second employees ('Seconded Employees') to the HLDP Integrated Service for the period as agreed between the Partners ('Secondment Period').

**7.3.2** During the Secondment Period the Seconded Employees shall:

- a) provide the Services whilst continuing to be employed by the NHS Haringey and BEH-MHT respectively;
- b) perform the duties assigned to them by the HLDP Integrated Service within the general scope of their current or revised job title, job descriptions and conditions;
- c)
  - (i) devote the whole of their time, attention and skill to their duties for the HLDP Integrated Service under this Agreement; and
  - (ii) adhere to all lawful and reasonable directions given to them by the HLDP Integrated Service.

**7.3.3** The Seconded Employees will be subject to the same conditions of employment that exist in their employment with the Trusts in relation to all matters including, but not limited to, hours of work, training, annual leave and sickness.

**7.3.4** During the Secondment Period the Council as Host Partner agrees to pay the NHS Haringey and the BEH-MHT an amount equal to remuneration in accordance with the expenditure arrangements of the Pooled Fund and in line with the objectives and obligations of the substantive employing Partner and specifically in relation to this Agreement including:

- a) The salary, including any bonus elements applicable paid by the NHS Haringey and BEH-MHT to the Seconded Employees;
- b) National Insurance contributions payable by the NHS Haringey and BEH-MHT in respect of a Seconded Employee's salary; and
- c) The pensions contributions paid by the NHS Haringey and BEH-MHT in respect of a Seconded Employee's pension arrangements.

7.3.5 Any other employment costs, such as redundancy costs, must be approved, funded and agreed in writing (and recorded as amendments to this Agreement) as otherwise all such costs will remain the responsibility of the substantive employing Partner.

7.3.6 The sums payable under clause 7.3.4 shall accrue on a day-to-day basis and be payable at monthly intervals commencing one month from the start of the Secondment Period. On termination of this Agreement all sums due and owed by the Council as Host Partner under this clause shall be paid immediately to the relevant Trust (NHS Haringey and BEH-MHT) as part of the agreed exit strategy.

#### **7.4 Appointment to Management posts**

7.4.1 The management posts will be recruited by a joint panel with Representatives from all Partners. Post-holders may be employed by either Partner(s) to this Agreement and any such NHS staff will be seconded to the HLDP Integrated Service (Host Partner - the Council) for day-to-day line management arrangements. To avoid anomalies and difficulties with 'differentials' the grading structure of the Host Partner will be applied to these and any other designated joint appointments, subject to agreement by the Executive Group. Where appropriate, recruitment panels should also include other key stakeholders, such as Service Users and Carers.

7.4.2 Where the appointee is from a health background, there will be the option of employment by the NHS Haringey or BEH-MHT, with secondment to the HLDP Integrated Service under existing NHS terms and conditions of service and salary, subject to 7.4.1 above and by agreement of the Executive Group. Save for the management posts referred to in Schedule 2 other posts within Schedule 3 which are currently employed within the Trusts will be seconded to the HLDP Integrated Service under their existing terms and conditions of service, and salary in accordance with Clause 7.3 above.

7.4.3 All employees will be operationally managed on a day-to-day basis within the management structure set out in Schedule 3 and the operational arrangements of Schedule 4.

### **8. NON FINANCIAL CONTRIBUTIONS**

8.1 The Council will provide and make available to the Arrangements corporate services as appropriate, including but not limited to, senior management support, finance and HR.

- 8.2 The NHS Haringey and BEH-MHT will provide and make available to the Arrangements corporate services as appropriate, including but not limited to, senior management support.
- 8.3 Except where approved as part of the Expenditure Plan referred to in Clause 10, the non financial contributions referred to in Clauses 8.1 to Clause 8.2 will not be funded from the financial contributions referred to in Clause 5.1.4.

## 9. EXPENDITURE AND ADMINISTRATION OF POOLED FUNDS

### Use of Pooled Funds

- 9.1 Subject to agreement between the Partners, the monies in the Pooled Fund may be expended on the exercise of NHS Functions and Health-Related Functions in different proportions to that which the Partners have contributed to the Pooled Fund.

### Pooled Fund Manager

- 9.2 The Council will act as Host Partner for the purposes of Regulations 7(4) and (6) of the Partnership Regulations and will provide the financial administrative systems for the Pooled Fund.
- 9.3 The Pooled Fund Manager of the Pooled Funds for the purposes of Regulation 7(4) of the Partnership Regulations shall be appointed in accordance with the provisions of Clause 7.4.1.
- 9.4 The Pooled Fund Manager will also be the Head of Service.
- 9.5 The Pooled Fund Manager will report to:
- 9.5.1 the Council's Assistant Director Adults, Culture & Community Services or equivalent; and
  - 9.5.2 the Executive Group.
- 9.6 The Pooled Fund Manager will be responsible for:
- 9.6.1 managing the Pooled Fund, including making payments from the pool, subject to Clause 10.7; and
  - 9.6.2 submitting to the Partners Quarterly reports in accordance with Clauses 2, 13 and 20 and an Annual Return on the Pooled Funds by 1 May of the following year, and all other information required by the Partners, in order to monitor the Pooled Funds; and
  - 9.6.3 providing monthly budget 'call-over' update reports, as required
- 9.7 The Partners will assist the Pooled Fund Manager to keep the accounts of the Pooled Fund by making available to the Pooled Fund Manager any relevant financial information relating to the Arrangements of this Agreement.

## **10. EXPENDITURE PLAN**

- 10.1** Each Partner shall designate an Expenditure Manager to carry out matters assigned to them by the Partners pursuant to this Agreement.
- 10.2** The Expenditure Managers together shall form the Expenditure Group whose terms of reference are detailed at Schedule 2 Part 3, The Expenditure Group will meet on a monthly basis and report on a Quarterly basis to the Executive Group.
- 10.3** The Expenditure Group shall agree a proposed Expenditure Plan for the Pooled Fund for each Financial Year which shall not exceed the total contribution by the Partners to the Pooled Fund for that Financial Year having first consulted with the Executive Group, Clinical Leadership & Operational Group (CLOG) and Partnership Board.
- 10.4** The Expenditure Group shall submit the proposed Expenditure Plan to the Executive Group for their consideration and approval.
- 10.5** In the event that the Expenditure Group cannot agree a proposed Expenditure Plan by the end of the first Financial Year in respect of the subsequent Financial Year then the matter shall be referred to the Executive Group.
- 10.6** The Partners shall through the Executive Group consider and unanimously approve the proposed Expenditure Plan or make such amendments as the Partners deem necessary having due regard to the comments of the Partnership Board.
- 10.7** The Partners agree that all expenditure from the Pooled Fund shall be made in accordance with the Expenditure Plan approved by the Executive Group and, as appropriate, will share relevant information with the Partnership Board.
- 10.8** In the event of any substantial change in funding arrangements (e.g. change in national grant allocation within the particular financial period) in respect of the Services, any Partner may call an 'extraordinary' meeting of the Executive Group to consider the implications and agree appropriate actions.

## **11. GENERAL PROVISIONS ON UNDER-SPENDS AND OVER-SPENDS**

- 11.1** In the event of an anticipated total under-spend in the Pooled Fund in accordance with the Expenditure Plan within any Financial Year of less than 5 % then the Expenditure Group may by agreement re-deploy such amounts to be used for the purposes of the Pooled Fund.
- 11.2** In the event of an anticipated total under-spend in the Pooled Fund in accordance with the Expenditure Plan within any Financial Year of more than 5 % then the Expenditure Group shall agree a revised Expenditure Plan and submit it to the Executive Group for approval and in default of such revised Expenditure Plan being agreed by the Expenditure Group within a reasonable time then the matter will be referred to the Executive Group for determination.

- 11.3 In the event that there is an under-spend of the Pooled Fund at the end of any Financial Year then the Partners may by agreement (subject to all legal and accounting requirements) carry over such amount to be utilised in the Pooled Fund in the next Financial Year, and in the absence of such agreement then the under-spend shall be apportioned in proportion to the Partners' contributions to the Pooled Fund for that Financial Year and returned to the respective Partners. For the purposes of the NHS Haringey and the BEH-MHT, the term 'carry over' will mean that the NHS Haringey and the BEH-MHT will account for the under-spend in its accounts for the year in question. In the following year additional funds of the same amount will be made available to the Pooled Fund from the NHS Haringey and the BEH-MHT's own resources.
- 11.4 For the purposes of this Clause 11 the Council's contribution for that Financial Year shall be the Council's actual contribution to the Pooled Fund.
- 11.5 For the purposes of this Clause 11 the NHS Haringey and the BEH-MHT's contribution shall be the amount that the NHS Haringey and the BEH-MHT is regarded as having contributed to the Pooled Fund in accordance with Schedule 5.
- 11.6 The Partners agree that in the event of any over-spend in excess of the approved Expenditure Plan the Expenditure Group will put in place mitigating action to contain over-spends and will report all over-spends to the Executive Group.
- 11.7 Any over-spends at the end of any Financial Year will be accounted for within the Partners' own accounts and in proportion to the contributions to the Pooled Fund with additional contributions to be given in the following Financial year to make good the over-spend.
- 11.8 In the event that the Partners agree that they cannot provide additional funding to the Pooled Fund in the manner described at 11.7, the Expenditure Group will agree alternative budget reductions to cover the value of the over-spend.

## 12. VAT

- 12.1 The Council's VAT regime will apply in respect of the Arrangements.

## 13. PAYMENTS OF CONTRIBUTIONS AND LATE PAYMENT OF DEBTS

- 13.1 All Partners contributions will be paid to the Pooled Fund Manager quarterly in arrears and will be paid across net of any re-imburement of pool costs being carried by the Partners. Within one week of the Quarter end, the Partners will provide the Council with details of any actual pooled costs they have incurred, e.g. salary costs in accordance with Schedule 5.
- 13.2 Within 14 working days after Quarter end the Pooled Fund Manager will raise invoices to the Partners for their share of one Quarter of the Pooled budget less any actual costs incurred.
- 13.3 The Partners will pay these invoices within 14 days, thus ensuring that all contributions to the Pooled Fund are paid within one month of each Quarter end.

- 13.4 Should any Partner to this Agreement be late in making payment to another Partner, the Partner to whom payment is due may claim interest at a statutory rate in accordance with the Late Payment of Commercial Debt (Interest) Act 1998.

#### **14. AUDIT AND RIGHT OF ACCESS**

- 14.1 The Council, as Host Partner is responsible for the audit of the Pooled Funds accounts. All such audits will be shared with the Expenditure Group and reported to the Executive Group.
- 14.2 The Council will arrange for the audit of the accounts in relation to the Pooled Fund and will require the Audit Commission to make arrangements to certify an annual return under section 28 of the Audit Commission Act 1998.
- 14.3 This audit must be supported by evidence that the management reports of the contributing Partners identify and show how the Pooled Fund is fulfilling the Arrangements detailed in Clause 5 above.
- 14.4 The Partners shall promote a culture of probity and sound financial discipline and control in relation to the Agreement.
- 14.5 NHS Haringey and the BEH-MHT shall provide the right of access to the Partners' internal and external auditors in respect of matters concerning the Pooled Fund including but not limited to any document, information or explanation they require from any employee, member or contractor of the NHS Haringey and the BEH-MHT, in order to carry out their duties. This right is not limited to financial information or accounting records. If any person is concerned about giving access to non-financial information, they may request a discussion with the senior officer of the person requesting the information prior to disclosure.
- 14.6 The right of access under Clause 14.5 applies equally to Premises or equipment used in connection with the functions covered by this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.
- 14.7 In line with the Department of Health reporting timetable, the Council shall provide audited memorandum accounts to the NHS Haringey and BEH-MHT authorised finance officers as and when requested.

#### **15. LIABILITIES AND INSURANCE**

- 15.1 In the event of any complaint or enquiry, or any liability which arises in connection with this Agreement, about any act or omission of any of the Partners or their employees, agents or contractors in relation to the Arrangements, or other term of this Agreement, where as a result a Partner/s (the first Partner/s) becomes liable for the acts or omissions of another Partner/s (the defaulting Partner), its employees, agents or contractors:

**15.1.1** The liability of the first Partner/s and any associated costs and losses will be that of the defaulting Partner who shall indemnify the first Partner for all reasonable costs (including legal costs) of the first Partner.

**15.1.2** In the event of a dispute regarding identification of the defaulting Partner, the matter will be referred to the dispute process described in Clause 32.

**15.2** Each Partner shall ensure that it maintains policies of insurance (or in the case of the NHS Haringey and the BEH-MHT, equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from these Arrangements.

**15.3** NHS Haringey and the BEH-MET shall maintain the following levels of insurance:

**15.3.1** public liability insurance in a sum of not less than £2,000,000 (two million pounds) for any one occurrence or series of occurrences arising out of any one event;

**15.3.2** employer's liability insurance in a sum of not less than £10,000,000.00 (ten million pounds) for any one occurrence or series of occurrences arising out of any one event and which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1972; and

**15.3.3** professional indemnity insurance in a sum of not less than £1,000,000 (one million pounds) for any one occurrence or series of occurrences arising out of any one event.

**15.4** NHS Haringey and the BEH-MET shall maintain liability insurance cover for all Seconded Employees.

**15.5** The Council shall maintain public liability insurance against injury or damage to the Seconded Employees or their property.

## **16. CONTRACTING**

**16.1** This Agreement is for the establishment of a Pooled Fund only, and as such the appropriate Commissioning Partner will undertake Strategic Commissioning and enter into contractual arrangements for the provision of Services approved through the process described in Clause 9 and Clause 10. The contract will be in the name of the Commissioning Partner and will be made in accordance with their organisation's Standing Orders, Financial Regulations and Procurement Code of Practice.

**16.2** The Commissioning Partner shall be responsible for monitoring the performance of the contracts referred to in Clause 16.1.

## **17. JOINT WORKING PROTOCOLS**

- 17.1** The Partners have agreed a series of joint protocols to govern procedural matters of the partnership arrangements established by this Agreement, which will support achievement of the Arrangements described in Clause 5.
- 17.2** In the event of any conflict between the joint protocols and this Agreement, this Agreement shall prevail.
- 17.3** The Parties agree to use all reasonable endeavours to develop joint working protocols as shall be required for the sharing of Information with other agencies and third parties in so far as they relate to this Agreement or subsequent contracts made in accordance with Clause 16.

## **18. STANDARDS OF CONDUCT**

- 18.1** The Partners will comply with and will ensure the Arrangements comply with all statutory national and local requirements and other guidance on conduct and probity and will ensure good corporate governance including the Partners respective Standing Orders and Standing Financial Instructions.

## **19. STANDARDS OF SERVICE**

### **19.1 Best Practice**

The Partners agree that central to the effective and efficient application and compliance of this Agreement are the following core principles:

- a) Application of Best Value;
- b) Delivery of the highest quality clinical and social care;
- c) Assured practice governance;
- d) Maintenance and development of equality and equal opportunities;
- e) Implementation and development of Safeguarding policies and procedures;
- f) Mental Capacity Act (2005) and DOLS (Deprivation of Liberty Safeguards);
- g) Implementation and development of 'personalisation'.

### **19.2 Best Value**

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

### **19.3 Clinical Governance**

In addition to the arrangements detailed at Schedule 2 it is recognised that the NHS Haringey and BEH-MHT are subject to a duty of Clinical Governance. The

Executive Group will be responsible for monitoring and clinical governance. The Arrangements will be subject to the following clinical governance obligations:

- a) Implementing risk management strategies and taking action to ensure adverse risks are avoided;
- b) Openly investigating and learning lessons from adverse events;
- c) Ensuring Service Users have all the information they need about their care;
- d) Ensuring health and social care professionals are supervised, and are up-to-date in their practices;
- e) Developing and sharing good practice to ensure continuous improvements in clinical and social care practice.

#### **19.4 Equality and Equal Opportunities**

The Partners are committed to an approach to equality and diversity as represented in their respective policies. The Partners will maintain and develop these policies as applied to recruitment and provision of the Services.

#### **19.5 Safeguarding**

The Partners are committed to support and maintain Safeguarding for all Learning Disabilities Services within the HLDP, implementing agreed policies and procedures in respect of all vulnerable adults, informed by national policy, prevailing guidance and local procedures (such as, for e.g., implementation of the Council's Risk & Vulnerable Adults Policy and Procedure and the Mental Capacity & Deprivation of Liberty Safeguards).

#### **19.6 Personalisation**

The Partners are committed to supporting and maintaining person centred planning. The Partners are committed to 'personalisation', giving people more independence, choice and control through high-quality and personalised services, whereby the Service Users are able to commission their own services and to live independently.

#### **19.7 General Principles**

The Partners shall undertake the Arrangements in accordance with the standards stated in this Agreement. The Partners will in relation to this Agreement:

- a) treat each other with respect and equality of esteem;
- b) where permitted by law and by this Agreement be open about the performance and financial status of each other;
- c) provide early information and notice about relevant problems.

### **20. MONITORING, REPORTING AND REVIEW**

**20.1** The Partners will jointly monitor the effectiveness of the Arrangements through first, the Expenditure Group and then, the Executive Group and report as appropriate to the Partnership Board, which acts in an advisory role.

**20.2** The key performance targets for this Agreement are based on the government vision outlined in 'Our Health, Our Care, Our Vision' for community services based on the longer-term aim of securing a sustained realignment of the health and social care system. This is a 'whole systems' approach, using the adult social care seven outcomes from 'Independence, Well-being and Choice':

- Improved health and emotional well-being;
- Improved quality of life;
- Making a positive contribution;
- Choice and control;
- Freedom from discrimination;
- Economic well-being;
- Personal dignity.

**20.3** In addition, the following targets will apply with the understanding that each of the Partners will retain responsibility through the relevant officers for ensuring that the duties and legal responsibilities continue to be delivered accordingly:

**20.3.1** Achieving independence;

- An increase in the number of adults with learning disabilities helped to live at home/ supported to live independently/ achieving or maintaining independent living,
- An increase in the number of adults with learning disabilities in contact with services in employment.

**20.3.2** Resources;

- Staff skill mixes reviewed, to reduce duplication where it exists and secure better use of scarce professional resources and time,
- Improvements in staff recruitment, retention and morale.

**20.3.3** Satisfaction;

- Raised Service User satisfaction in terms of access to Services (compared with a baseline year).

**20.3.4** Relevant NHS and HLDP Targets;

- Develop robust support to providers to manage the impact of transforming social care and 'outcome' based services.

**20.4** Performance against these targets will be monitored monthly through the Expenditure Group and quarterly by the Executive Group.

**20.5** At the end of each Quarter in each Financial Year the Pooled Fund Manager, supported by the Expenditure Group, shall submit a quarterly Income and Expenditure report to the Executive Group.

**20.6** At the end of each Quarter and in accordance with the Expenditure Plan the Council as Host Partner for Services shall submit a monitoring report to the Expenditure Group detailing:

**20.6.1** Financial activity and forecasting.

**20.6.2** Service data including where relevant:

- a) Department of Health returns;
- b) Activity data for the Services;
- c) Waiting times;
- d) Complaints;
- e) Incidents.

- 20.7** The Partners agree to review and prepare a report on the Arrangements at the end of each Financial Year to include an evaluation of the exercise of the NHS Functions and the Health-Related Functions and of performance and service delivery against agreed performance measures, targets and priorities.
- 20.8** This Agreement shall be reviewed annually through a 'desktop' review arrangement overseen by the Executive Group on behalf of the Partners. In addition, it is agreed that the review at the end of year one (March/April 2011) will take account of any impending organisational changes, in light of expected changes to public sector funding and structures.
- 20.9** A full review of the HLDP and the Agreement will take place in year three of this Agreement (2012-2013), and will include consultation with all relevant stakeholders, including Service Users.
- 20.10** In the event that this Agreement is extended in accordance with Clause 3A subsequent reviews will take place thereafter at such intervals and on such dates as agreed by the Representatives and approved by the Executive Group.
- 20.11** The Partners may, in addition, review the operation of this Agreement on the coming into force (or in anticipation of the coming into force) of any relevant statutory or other legislation or guidance affecting the terms of this Agreement so as to ensure that the terms of this Agreement comply with such legislation or guidance.
- 20.12** The Agreement may be reviewed in monitoring the effectiveness of the Arrangements detailed at Clause 5.

**21. SUB STANDARD PERFORMANCE**

- 21.1** In the event that any Partner(s) shall have any concerns on the operation of the Arrangements or the standards achieved in connection with the carrying out of the objectives of this Agreement, it may convene a review with the other Partner(s) with a view to agreeing a course of action to resolve such concerns.
- 21.2** Nothing in this clause 21 shall prejudice the Partners' rights to terminate this agreement pursuant to the provisions therein.

**22. COMPLAINTS**

- 22.1** The Partners own statutory complaints procedures shall apply to the Arrangements. The Partners agree to assist one another in the management of

complaints arising under these Arrangements. Each Partner shall inform the other Partners about any specific complaint relating to a Service User eligible for Services relating to this Agreement

- 22.2** Service Users placed in the borough by other Partnerships and/or in receipt of services provided by other service providers (e.g. independent sector residential homes) will be subject to relevant complaints procedures from the placing Partnership or agency and the particular provider. The Partners of this Agreement may assist (by agreed arrangement in each individual case), as appropriate.

## **23. OMBUDSMAN**

- 23.1** If a complaint is made to any Partner by a third party relating to the exercise of NHS Functions and Health-Related Functions associated with the provision of the Services, the Local Government Ombudsman or the NHS Ombudsman may have the power to investigate such complaint and the Partners will co-operate in such investigation.

- 23.2** In circumstances where a Partner/s (the first Partner/s) is found guilty of mal-administration or injustice by either Ombudsman in respect of a matter arising through the act or default of another Partner/s (the defaulting Partner/s), the defaulting Partner/s will indemnify the first Partner/s to the extent attributable to such act or default.

## **24. INFORMATION SHARING**

- 24.1** The Partners will comply with and ensure that the Arrangements comply with all legislation regulations and guidance on information sharing produced by the Government and in accordance with the multi-agency Haringey Information Sharing Protocol.

- 24.2** This will include co-operation and compliance with operational arrangements in respect of the use of the respective Partners' Case Management Information Systems.

## **25. CORRUPTION**

- 25.1** No Partner shall offer, give or agree to give to any employee or member of another Partner any gift or consideration at any time as an inducement of reward:
- a) For doing or not doing any act in relation to the obtaining or performance of this Agreement or any other agreement connected to this Agreement with another Partner;
  - b) For showing or not showing favour or disfavour to any person in relation to this or any other agreement with another Partner.
- 25.2** If any Partner/s (or anyone acting on any Partner's/s' behalf or to its knowledge) does any of the acts referred to in Clause 25.1 or commits any offence under the

Prevention of Corruption Acts 1889 to 1916 or under Section 117(2) of the Local Government Act 1972, the other Partner shall be entitled:

- a) To terminate this Agreement by serving notice on the other Partners; and
- b) To require the first named Partner/s, to procure the termination of any sub-contract or agency agreement if the relevant act is that of the first named Partner's/s' sub-contractor or agent.

**25.3** In exercising its rights and remedies under this Clause 25, each Partner shall act in a reasonable and proportionate manner having regard to such matters as the gravity of the offence committed and the identity of the person committing the offence.

**25.4** Any Partner shall promptly inform the other Partners of occurrence of any such prohibited act or offence of which it becomes aware.

## **26. TERMINATION**

**26.1** Any Partner may at any time by notice in writing to the other Partners, terminate this Agreement as from the date of service of such notice if:

**26.1.1** The other Partner/s commit a material breach of any of its obligations hereunder which is not capable of remedy; or

**26.1.2** The other Partner/s commit a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied within a specified reasonable period of time (given the nature and circumstance of such breach) after receipt of written notice from the terminating Partner requiring remedy of the breach; or

**26.1.3** The Executive Group are unable to unanimously agree the Expenditure Plan pursuant to Clause 10 by 30 June (of each relevant year).

**26.2** Any Partner may by written notice to the other Partners terminate this Agreement if:

**26.2.1** As a result of any change in law or legislation it is unable to fulfil its obligations hereunder;

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

**26.2.3** Its fulfilment of its obligations would be ultra vires, and Partners shall be unable to agree a modification or variation to this Agreement so as to enable the Partner to fulfil its obligations in accordance with law and guidance.

**26.3** In the case of notice pursuant to Clause 26.2.1 or 26.2.2 the Agreement shall terminate after such reasonable period as shall be specified in the notice having regard to the nature of the change referred to in Clause 26.2.1 or the guidance

referred to in Clause 26.2.2 as the case may be. In the case of notice pursuant to Clause 26.2.3, the Agreement shall terminate with immediate effect.

- 26.4 Any Partner may terminate this Agreement, on not less than 12 months' written notice given by one Partner to the others.
- 26.5 This Agreement may otherwise be terminated by mutual agreement of the Partners.
- 26.6 Termination of this Agreement (whether by 'passing out' of time or otherwise) shall be without prejudice to the Partners' rights, in respect of any antecedent breach.
- 26.7 In the event of termination of the Agreement, the Partners shall, where possible, observe the exit strategy described in Clause 3.3. The remaining funds will be apportioned as described in Clause 3.4 and Clause 3.5.

## 27. CONFIDENTIALITY

- 27.1 "Confidential Information" shall mean all information disclosed by one Partner to another, orally in writing or in electronic form relating to this Agreement that is not in the public domain (except where disclosure is in the public domain due to a breach of this clause).
- 27.2 Subject to the provisions of the FOIA (Freedom of Information Act) and any other applicable legislation, no Partner shall, without the prior written consent of the Partner to which the information relates, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any Confidential Information received by it in relation to the Arrangements or Services, and dealt within overarching Haringey Information Sharing Protocols.
- 27.3 The Partners will jointly establish and keep operational procedures, policies and documentation as shall be necessary in order to meet the purposes, guidance and requirements of Government and of all relevant data protection and access to information legislation.
- 27.4 In addition the Partners will jointly establish and keep operational procedures and policies for handling Service User access and consent to include but not limited to:
  - 27.4.1 documentation for Service Users explaining their rights of access,
  - 27.4.2 documentation for Service Users explaining the relevance of their consent, rules and limits on confidentiality

## 28. DATA PROTECTION

- 28.1 All Partners shall throughout the term of the Agreement comply with the provisions of the Data Protection Act 1998 ('DPA 1998') or any subsequent amendment thereto and shall ensure that its agents and employees are trained in

and comply with the data protection principles set down in the DPA 1998 in relation to this Agreement.

- 28.2** Where either of the Partners process personal data, including sensitive data (as defined in the DPA 1998); the written consent to that processing by the data subject shall be obtained which shall specifically include consent to processing by the Partners for the purposes of this Agreement.
- 28.3** The Partners agree that where they act as data controller (as defined in the DPA 1998) as regard to personal data they shall have in place at all times and maintain, appropriate technical and organisational security measures governing the processing of personal data.
- 28.4** A defaulting Partner shall indemnify to the extent of that party's default to the other Partner, it's employees or agents against the cost of dealing with any claims made in respect of any information subject to the DPA 1998, which claims would not have arisen but for some act, omission or negligence on the part of the defaulting Partner, his employees or agents.

## **29. FREEDOM OF INFORMATION**

- 29.1** The Partners recognise that all Partners are subject to FOIA and that the Council is subject to legal duties which may require the release of information under FOIA or any other applicable legislation or codes governing access to information and that the Council may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under, this Agreement in any way. In so far as is reasonably possible and practicable the Council will consult with Partners regarding the release of information as a result of this Agreement.
- 29.2** Notwithstanding anything in this Agreement to the contrary, in the event that the Council receives a request for information under the FOIA or any other applicable legislation governing access to information, the Council shall be entitled to disclose all information and documentation (in whatever form) as is necessary to respond to that request in accordance with the FOIA or other applicable legislation governing access to information. The Partners shall co-operate with the Council in respect of any requests which are made under the FOIA or other legislation.
- 29.3** The Council shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any information relating to this Agreement under FOIA or other applicable legislation governing access to information

## **30. WAIVER**

- 30.1** The failure of any Partner 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 Partner thereafter to enforce such provision.

- 30.2 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.

### **31. GOVERNING LAW**

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

### **32. DISPUTES**

- 32.1 In the event of a dispute between the Partners in connection with this Agreement the Partners shall in the first instance, and in line with best practice, refer the matter to their Representative or a nominated deputy, who shall endeavour to settle the dispute between themselves.
- 32.2 In the event that the Representatives (or their nominated deputies) cannot resolve the dispute between themselves within a reasonable period of time (and at a maximum of six months) having regard to the nature of the dispute, the matter will be referred to the Chief Executives or equivalent of the Parties for resolution.
- 32.3 In the event that the dispute cannot be resolved by the Parties as described at 32.1 and 32.2 it is recommended that the matter is referred for mediation. The Partners will identify and agree an appropriately qualified and independent mediator, within a reasonable period of time, having regard to the complexity and urgency of the particular dispute.
- 32.4 In the event that the dispute is still unresolved within a reasonable period of time with regard to the nature of the dispute and having followed the procedure in Clause 32.1, 32.2 and 32.3 the Agreement may be terminated by any Partner on written notice to the Partners.

### **33. ASSIGNMENT AND SUBCONTRACTING**

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

### **34. NO LEGAL PARTNERSHIP**

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

## **35. NOTICE**

- 35.1** Any notice or communication shall be in writing.
- 35.2** Any notice or communication to the relevant Partner, shall be deemed effectively served if sent by registered post or delivered by hand at the address set out above and marked for either the Director of Adult, Culture and Communities of the Council, or the Chief Executives of the Trusts or to such other addressee and address notified from time to time to the other Partners.
- 35.3** Any notice served hand shall be deemed to have been served on the date it is delivered to the addressee. Where notice is served by registered post, it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

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

- 36.1** Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **37. SEVERANCE**

- 37.1** If any provision of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision of this Agreement which will remain in full force and effect.

## **38. FORCE MAJEURE**

- 38.1** A Partner to this Agreement shall not be liable to the other Partners nor held in breach of the Agreement if that Partner is prevented, hindered or delayed in the performance of its obligations under the Agreement by any act of God, war, riot, civil commotion, explosion, fire, radiation, accident, government action, interruption in the supply of power, labour dispute other than a dispute concerning a Partners' employees or the employees of its sub-contractors, epidemic or other circumstances beyond the control of the Partner which prevents a Partner from, or hinders or delays a Partner in, performing its obligations under this Agreement (and which the application of due diligence and foresight could not have prevented).
- 38.2** If due to any of the circumstances listed in Clause 38.1 any Partner is prevented, hindered or delayed in the performance of their obligations in accordance with the Agreement that Partner shall as soon as reasonably practicable notify the other Partners in writing of such prevention, hindrance or delay and the reasons therefore whereupon the operation of the Agreement shall be suspended.

**38.3** The suspension of the operation of the Agreement shall continue during the period (and only during the period) that such prevention, hindrance or delay due to the circumstances listed in Clause 38.1 continues. Upon those circumstances ceasing to prevent, hinder or delay the performance of the obligations of the Partner relying upon it that Partner shall give written notice to the other Partners of this fact.

**38.4** If either of the Partners is prevented from performing their obligations due to any of the circumstances listed in Clause 38.1 for longer than one month then any Partner may immediately terminate the Agreement upon service of one month's written notice to the other Partners and the provisions of Clauses 3.3 and 3.4 shall apply.

## **39 ENTIRE AGREEMENT**

**39.1** This Agreement constitutes the entire agreement between the Partners with respect to the subject matter hereof and shall supersede all previous communications representations understandings. Any agreement and any representation, promise, or condition, not incorporated herein shall not be binding on any Partner save for the exception provided at Clause 39.2.

**39.2** Any agreement reached within the year (i.e. between reviews) and approved in writing by the Executive Group, as complying with and forming an addition to this Agreement will form part of this Agreement. Any such clause will be notified in writing to the Department of Health in accordance with Clause 6 and will be reviewed at the next available review.

## **40 VARIATION**

**40.1** No variation of the terms or provisions hereof shall be binding upon any Partner unless made in writing and signed by a duly Representative of each Partner and approved by the Executive Group in accordance with Clause 39.2.

## **41. CONFLICT**

**41.1** Where there shall be a conflict between the terms of the main body of this Agreement and those stated in the Schedules those stated in the main body of this Agreement shall prevail.


IN WITNESS WHEREOF the parties have executed this Agreement as a deed the day and year first before written. *4TH JUNE 2010*

EXECUTED AS A DEED by ]  
THE MAYOR AND BURGESSES OF THE ]  
LONDON BOROUGH OF HARINGEY ]  
By affixing its Common Seal ]  
Hereunto by Order ]

*MT Plumb*  


\_\_\_\_\_  
Authorised Officer

EXECUTED AS A DEED by ]  
NHS HARINGEY PRIMARY CARE TRUST ]



\_\_\_\_\_  
Authorised Officer

EXECUTED AS A DEED by ]  
BARNET ENFIELD AND HARINGEY ]  
MENTAL HEALTH NHS TRUST ]



\_\_\_\_\_  
Authorised Officer

## APPENDIX A (BACKGROUND INFORMATION)

1. The Council is a Local Authority established under the Local Government Act 1963 (as amended) and by virtue of Section 2 of the Local Authority Social Services Act 1970 the Council has responsibilities to provide Community Care Services to adults with learning disabilities in the London Borough of Haringey.
2. The two NHS Trusts are National Health Services Trusts established under the National Health Services Act 1977 and have responsibilities to provide health services to adults with learning disabilities in the London Borough of Haringey. It is important to recognise that this is an Agreement between all three Partners, (1) NHS Haringey Primary Care Trust (Commissioning); (2) Barnet, Enfield and Haringey Mental Health NHS Trust; and, (3) Haringey Council. Haringey Council will act as Host Partner for the purposes of delivering the Services which are provided under this Agreement.
3. Section 82, National Health Service Act 2006 ("the 2006 Act"), requires both Local Authorities and NHS Trusts to co-operate to secure and advance the health and welfare of people of England and Wales. Furthermore, guidance published by the Department of Health, the then Department for Education and Employment and the then Department for Transport, Environment and the Regions, encourages Local Authorities and NHS Trusts to consider partnership working under Section 31 of the 1999 Act.
4. In England, Section 31 of the Health Act 1999 was replaced by Section 75 of the National Health Service Act 2006, which has consolidated NHS legislation. The new provision is in exactly the same terms, and existing Section 31 arrangements will continue as if made under the new powers. This Agreement is also set in the context of the Audit Commission report "Means to an end" (Stock code: HNR3583) published in October 2009 which reviewed the joint financing (including pooled funds) and integrated care arrangements between NHS bodies and councils with social care responsibilities.
5. The purpose of the Haringey Learning Disabilities Partnership (HLDP), as per the HLDP Strategic Plan (2009-2012) and reiterated by the comprehensive review of the Partnership (completed November 2009), is to:
  - a) Ensure that the health and social care needs of local people with learning disabilities are effectively met;
  - b) Develop person-centred and personalised services;
  - c) Provide appropriate specialised clinical and social care interventions designed to enable people to live more independent lives;
  - d) Help family members in their role as carers;
  - e) Support other local providers of health, social care and community resources, to deliver effective services to people who have learning disabilities;
  - f) Take a lead role in developing flexible, responsive services, as appropriate.
6. The approach of the Service is based on "Valuing People" (DH 2001); "Our Health, Our Care, Our Say" (DH 2006); "Putting People First" (DH 2008); "Valuing People Now" (DH 2009).

7. In furtherance of the objectives set out by the HLDP and in pursuit of the Partners obligations to co-operate with each other, the Partners have agreed to enter this Agreement pursuant to Section 75 of the 2006 Act and the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 2000/617) (as amended), to formalise and further develop the Services and in accordance with the terms and conditions contained therein.
8. The aims of joint working, underpinned by joint financing and pooled funding (as reiterated by the Audit Commission, Oct. 2009) are as follows:
  - a) To facilitate a co-ordinated network of health and social care services, eliminating gaps in provision;
  - b) To ensure the best use of resources by reducing duplication and achieving greater economies of scale; and
  - c) To enable service providers to be more responsive to the needs and views of users, without distortion by separate funding streams for different service inputs. (Page 9 Audit Commission, "Means to an end", Oct 2009).
9. The objective of this Agreement is to improve the Services for Service Users, and their Carers, through continued effective joint working between the Partners. The Agreement must be seen as working within the spirit, values and best practice frameworks of the respective Partners and will be supported by their relevant policies and procedures and by relevant national guidance.
10. Furthermore, in addition to the provisions of Clause 19, this Agreement supports the principles of providing:
  - a) Good quality care;
  - b) Efficient, effective and value for money commissioning, contracting and service delivery;
  - c) Protecting vulnerable adults (Safeguarding and application of the Mental Capacity Act 2005 & Deprivation of Liberty Safeguards – Code of Practice to supplement the main Mental Capacity Act 2005).

## SCHEDULE ONE SERVICES

### 1 SPECIALIST SERVICES

1.1 The Services under this Agreement include all of the Council's specialist services for people and the Carers of people with learning disabilities. These are:

- a) Day Opportunities
- b) Supported Living
- c) (Community Support Work Team, Adult Placements, 100 Whitehall Street, 10 Linden Road)
- d) Combined Integrated Team (Health & Social Care)
- e) Service Management

1.2 This Agreement also includes the following specialist services previously provided by the NHS Haringey and the BEH-MHT

- a) Community Health Team
- b) Supported Living (Edwards Drive 1 and 2)
- c) Service Management

### 2 COMMUNITY HEALTH MODEL

2.1 A new model of service has been proposed to meet the physical, mental health and behavioural health needs of people with learning disabilities in Haringey. This model incorporates three discrete but cohesive health service components. The elements common to each component are a person-centred approach to providing care and treatment, in the best place for the person and avoidance of utilising hospital beds unless essential. The vision is to create a community health co-ordination team which will have the twin function of community basic assessment, intervention and support for complex physical health and disability needs.

### 3 DAY OPPORTUNITIES

3.1 Day Opportunities services are provided across a number of sites in the borough and include supported employment; education; and leisure opportunities. Current sites are:

- Gordon Road Day Opportunities;
- Central Day Opportunities;
- Ermine Day Opportunities;
- Talbot Day Opportunities;
- Bounds Green and the Roundway Day Opportunities (re-provision of the Keston Day Opportunities Service);
- Chestnuts Community Outreach and Training Cafes located at Wolves Lane are also included, and a similar training cafe is being developed in Downhills Park.

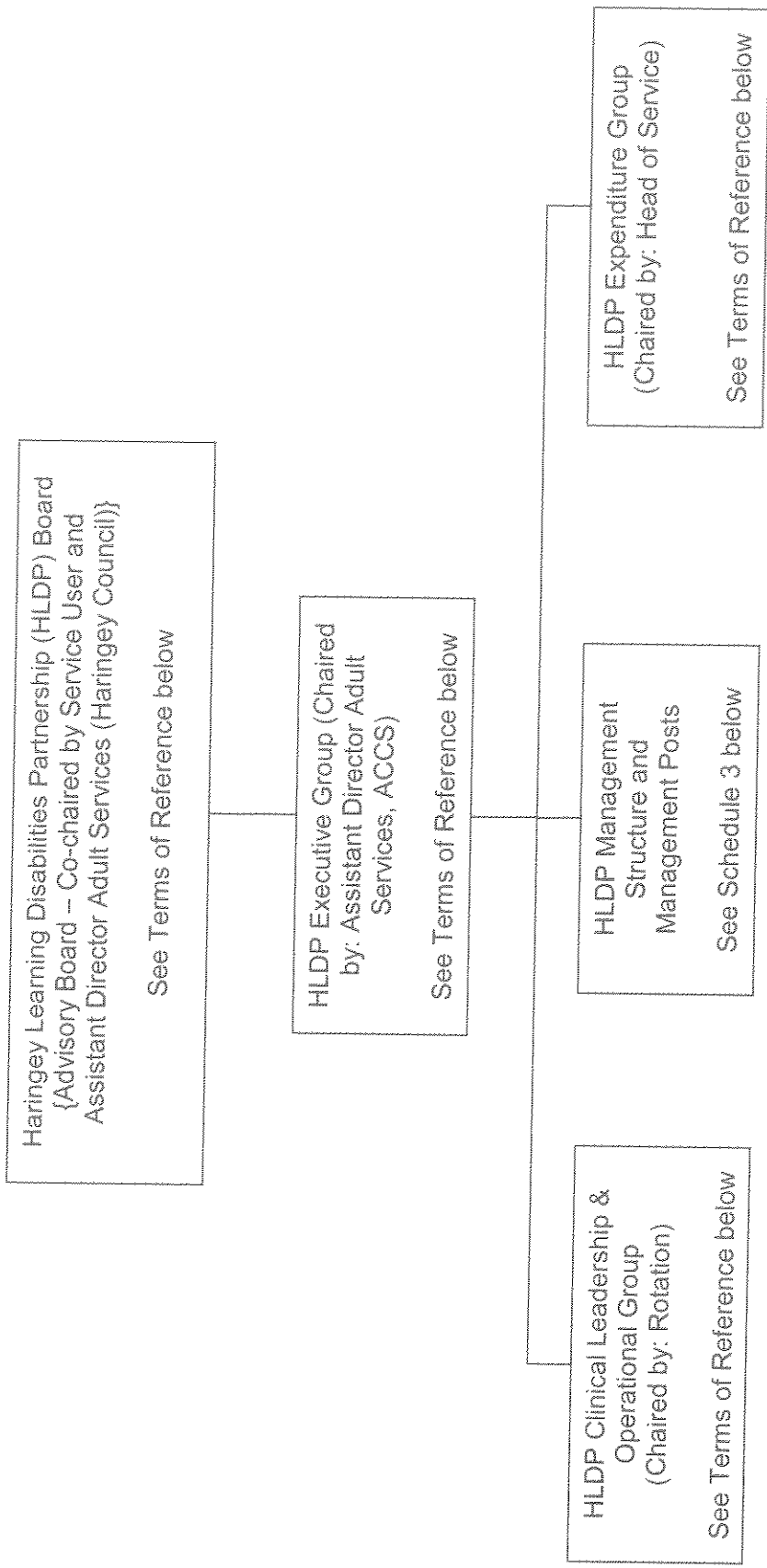
#### **4 SUPPORTED LIVING SERVICES**

- 4.1 Linden and Whitehall Street provide residential accommodation (with respite provision provided also at Whitehall Street), whilst the Adult Placement Team provides support to enable people to live with families, under 'shared lives scheme'. The Community Support Team supports people who live at home. At present Edwards Drive 1 provides respite for people , whilst Edwards Drive 2 provides accommodation for one person who was previously accommodated at Mulberry Assessment and Treatment unit.

#### **5 SERVICE USERS PLACED IN THE LONDON BOROUGH OF HARINGEY BY OTHER AGENCIES**

- 5.1 Service users placed in the London Borough of Haringey by other agencies (local authorities or NHS), for example in residential or nursing homes, are not covered by this Agreement.
- 5.2 In compliance with national commissioning guidance issued by the Department of Health (DE) and in-keeping with the spirit and practice of the NHS and Community Care Act 1990, responsibility for their placement and for the provision of relevant social care services for these service users remains with the placing authority/ agency and the particular service provider.
- 5.3 Whilst these service users may be entitled to access local NHS services in Haringey this arrangement is not covered by this Agreement.
- 5.4 Notwithstanding paragraphs 5.1, 5.2 and 5.3 above, the placing authority and the Council may come to a specific agreement (written), in relation to the provision of social care or other relevant support services whilst the service user continues to reside in Haringey
- 5.5 For the avoidance of doubt any such agreement made pursuant to paragraph 5.4 is not covered by this Agreement.

**SCHEDULE TWO**  
**GOVERNANCE ARRANGEMENTS LEARNING DIABILITIES (Structure)**



## SCHEDULE TWO GOVERNANCE ARRANGEMENTS & TERMS OF REFERENCE

- Part 1 - Partnership Board
- Part 2 - Executive Group
- Part 3 - Expenditure Group
- Part 4 - Clinical Leadership & Operational Group

### PART 1: PARTNERSHIP BOARD

#### Function and purpose

The aim of the Partnership Board is to ensure:

- Good quality Services are provided to support adults with learning disabilities and their Carers;
- That these Services meet identified need, and,
- Are committed to promoting social inclusion, human rights, choice and independence.

**Contained within the existing terms of delegation of the constituent authorities the Partnership Board will:**

1. Continue to develop a fully effective, integrated Service for people with learning disabilities in consultation with stakeholders, incorporating their views and comments as appropriate.
2. Determine and monitor a programme of work and action plan (including timetable) to complete this task.
3. Receive reports on the operation, management and finances of the Services.
4. Submit an annual service plan, reflecting Service User, Carer and public opinion, and an annual report, and monitor the JIP action plan.
5. Approve proposals/recommendations on best value processes and plans.
6. Make recommendations to the constituent authorities on strategic issues affecting the management and operation of a fully integrated service.
7. Make recommendations to the constituent authorities regarding the constitution and functioning of the Partnership Board.
8. Identify opportunities for further improvements to Partnership working.
9. Make suitable arrangements for the scheduling and servicing of their meetings as deemed necessary.
10. Develop local services for people with challenging needs and people with complex physical needs.
11. Take responsibility for the use of Health Act Flexibilities. (Lead commissioning, integrated provision and pooled budgets)
12. Ensure that arrangements for transition are in place.

## General Role

The Partnership Board has a general role, and a more specific direction to agree on the implementation of 'Valuing People'. The general role includes:

- Ensuring people with a learning disability have local services that meet cultural needs and do not have to travel a long distance to get help or accommodation.
- Ensuring when young people with learning disabilities leave school there is planned assistance for e.g. accommodation, employment
- Engaging with Teaching Primary Care Trusts, the BEH-MHT and support health care services to work with people with learning disabilities.
- Collecting information about advocacy services to inform decisions on funding advocacy, including independent bi-lingual advocacy, from the Learning Disability Development Fund or mainstream monies.
- Developing support services and schemes so that more people with learning disabilities benefit from direct payments.
- Supporting parents and Carers, including parents with a learning disability.
- Making recommendations to ensure that people in need of Services are not denied a local service because of a lack of capacity amongst service providers.
- Linking with the Health improvement Programme (HIMP) to reduce health inequalities.
- Linking with Connexions partnerships, Local Learning partnerships, the Learning and Skills Council, further education colleges, education institutions and the Benefits Agency.
- Linking with Community and Economic Development initiatives and with the Children and Young People's Strategic Plans.
- Taking overall responsibility for inter-agency planning and commissioning, integrated provision and operation of pooled budgets.

## Specific Role

The Partnership Board has a specific role to produce and agree a number of requirements from Valuing People. These are to:

- Oversee and advise on implementation of the adult aspects of Valuing People
- Ensure that the yearly work programme meets targets set within Valuing People

## SCHEDULE TWO GOVERNANCE ARRANGEMENTS & TERMS OF REFERENCE

### PART 2: EXECUTIVE GROUP

#### **Aims and Objectives**

1.1 The Executive Group will comprise senior managers and clinical/ medical staff of the Partners

1.2 The key aim of the Executive Group is to oversee the implementation of 'Valuing People' and 'Valuing People Now' within the context of other local and national strategic frameworks.

Specifically this will include;

- Overseeing the management of the Section 75 Agreement, covering integrated Service provision and the Pooled Fund
- Monitoring and raising standards by improving the quality, responsiveness and clinical effectiveness of the Services
- Receiving regular performance reports in relation to both national and locally agreed indicators
- Overseeing the Pooled Fund by receiving regular updates from the Pooled Fund Manager and the Expenditure Group and developing plans addressing any variance
- Agreeing the budget in advance of each financial year
- Ensuring that all of the required plans of the Partners are developed and reported
- Ensuring that all employees, including Seconded Employees, receive appropriate line management and clinical supervision
- Supporting the role of the Partnership Board and sub-groups
- Overseeing the implementation and monitoring of relevant local operational strategic plans and commissioning strategies
- Considering the implications of national and local recommendations to service quality and development
- Overseeing the resolution of any relevant disputes, or when this is not possible, referring such issues to the Chief Executives or equivalent of the Partners to the Agreement for resolution
- Undertaking other relevant functions as may be deemed appropriate by the Partners

#### **Reporting Arrangements and Accountabilities**

2.1 The Executive Group shall report to the Partnership Board and to Strategic Partnership Wellbeing Board and report also to the provider-side Committee of NHS Haringey and the BEH-MHT.

2.2 Individual members of the Executive Group shall remain accountable to their own organisation or professional body for ensuring that robust risk management, clinical governance and HR procedures/ mechanisms are in place.

### Tasks

3.1 The tasks of the Executive Group will be reviewed and agreed annually and where possible in conjunction with business planning cycles of the Partners.

### Membership

4.1 The membership of the Executive Group will comprise of the following Representatives or equivalent from each Partner;

Organisation	Role
Haringey Council	Asst. Director Adult Services (Chair)
Joint Appointment	Head of Service
Joint Appointment	LD Commissioner
NHS Haringey	Associate Director, Professional and Business Development (Executive Nurse)
BEHMHT	Assistant Director
Partnership Board	Chair
HLDP	Consultant Psychiatrist
HLDP	Consultant Nurse
Haringey Council	Head of Finance
NHS Haringey	Head of Provider Finance
Haringey Council	HR Business Partner
NHS Haringey	Head HR

### Management of Meetings

#### Frequency of Meetings

- 5.1 The Executive Group will meet quarterly. Dates for meetings will be set at the start of each financial year. Exceptional meetings can be convened with the consent of the Chair.
- 5.2 The members of the group will agree the role of Chair at the start of each year.

#### Administration & Attendance

- 5.3 Attendance by non-members is at the invitation of the Chair. Other staff/ managers/ Representatives may be invited to attend to discuss specific agenda items.

- 5.4 The agenda papers and minutes of meetings will be available to the public via the Council's website subject to confirmation at each meeting.
- 4.5 By agreement of the meeting, papers will be converted to 'accessible' version to ensure that relevant information is passed to Service Users.

#### Decision-making and Quorum

- 5.6 All decisions of the Executive Group must be unanimous. Where there is a difference that cannot be resolved this must be referred to the Chief Executive or equivalent of all Partners for resolution.
- 5.7 The quorum required for the Executive Group shall be one member representative of each of the Partners, not including joint appointments.



**SCHEDULE TWO**  
**GOVERNANCE ARRANGEMENTS & TERMS OF REFERENCE**

**PART 3: EXPENDITURE GROUP**

**Function**

1. To provide clear operational leadership in respect of the management of the Pooled Fund.
2. To ensure active and effective input and partnership from each of the Partners.
3. To ensure robust financial administrative systems are in place and used for the effective management of the Pooled Fund.
4. To ensure all financial processes align with those of the Host Partner and other Partners.
5. To receive and consider monthly reports on activity (including budget spend, projections and forecasts).
6. To monitor budget activity and prepare relevant reports (including activity, projections and forecasts) for consideration at quarterly Executive Group meetings.

**Business Plan**

1. To agree an annual Expenditure Plan for the Pooled Fund for each Financial year in accordance with clause 10 having first consulted with the Executive Group, Clinical Leadership & Operational Group (CLOG) and the Partnership Board.
2. To ensure that all expenditure from the Pooled Fund is made in accordance with the Expenditure Plan, having due regard to the plans of the Partnership Board
3. To prepare and submit the annual Expenditure Plan to the Executive Group for their consideration and approval.

**Accountability**

1. To be accountable to the Executive Group.
2. To ensure effective communication between the relevant Partners, the Executive Group, the Clinical Leadership & Operational Group and the Partnership Board.

**Frequency of Meetings**

1. The group will meet monthly and this will be reviewed annually. Dates for meetings will be set at the start of the year.

**Membership**

1. Members of the Group will include the Pooled Fund Manager and one nominated Representatives from each of the Finance Departments of the Partners.
2. The members of the group will agree the role of Chair at the start of each year.

## SCHEDULE TWO GOVERNANCE ARRANGEMENTS & TERMS OF REFERENCE

### PART 4: - CLINICAL LEADERSHIP OPERATIONS GROUP (CLOG)

#### **Function**

1. To provide clinical and operational leadership across the HLDP.
2. To ensure practice effectiveness.
3. To oversee and direct the work of the Health and Social Care practice groups.

#### **Business Plan**

1. To ensure business planning is responsive to best practice and national guidance in learning disabilities.
2. To ensure the local, regional and national Health and Social Care performance indicators are incorporated into any business planning of the HLDP.

#### **Commissioning**

1. To understand, analyse and project the needs of adults with learning disabilities and their Carers.
2. To recognise the financial environment and the implications for practice and Service delivery

#### **Partnership**

1. To ensure the implications of all policy changes, initiatives and guidance are considered and implemented across the HLDP Integrated Service.
2. To ensure and support effective working groups in the Partnership.
3. To ensure that discussions in the meetings remain confidential but communication to the Partnership is transparent.

#### **Accountability**

1. To be accountable to the Partnership Board and Executive Group.
2. To ensure effective communication between the Clinical Leadership Operations Group, the Partnership Board and the Executive Group.

#### **Frequency of Meetings**

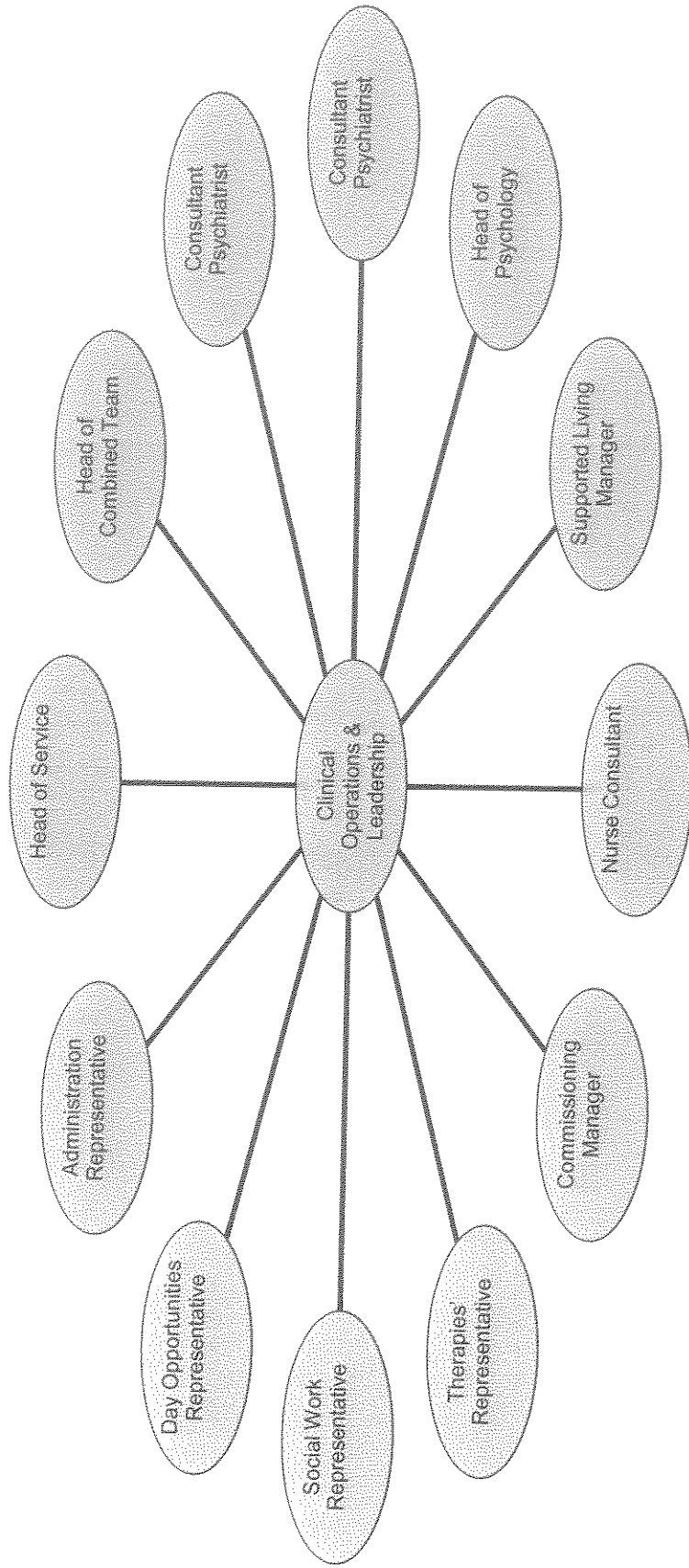
The group will meet fortnightly and this will be reviewed annually.

#### **Membership**

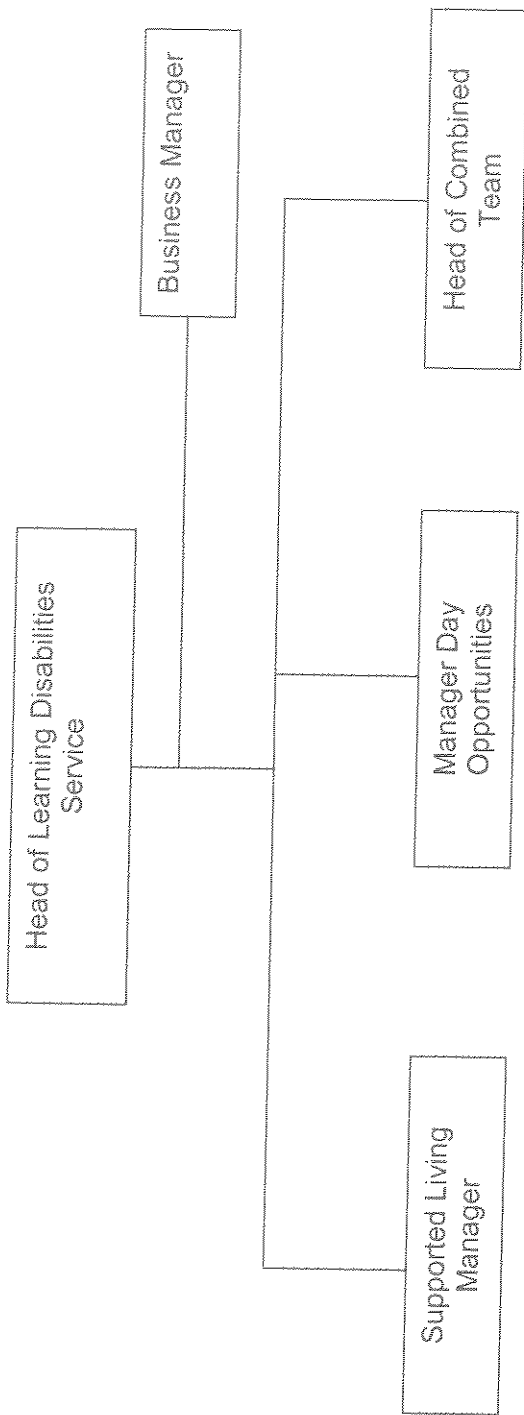
1. Members will serve for six month periods in representative posts as detailed below.
2. The post of 'Chair' will be shared by two members, detailed below.

Head of Service	Head of Combined Team
Consultant Psychiatrist	Head of Psychology
Nurse Consultant	Head of Supported Living
Commissioning Manager	Therapies' Representative
Social Work Representative	Day Opportunities Representative
Administration Representative	

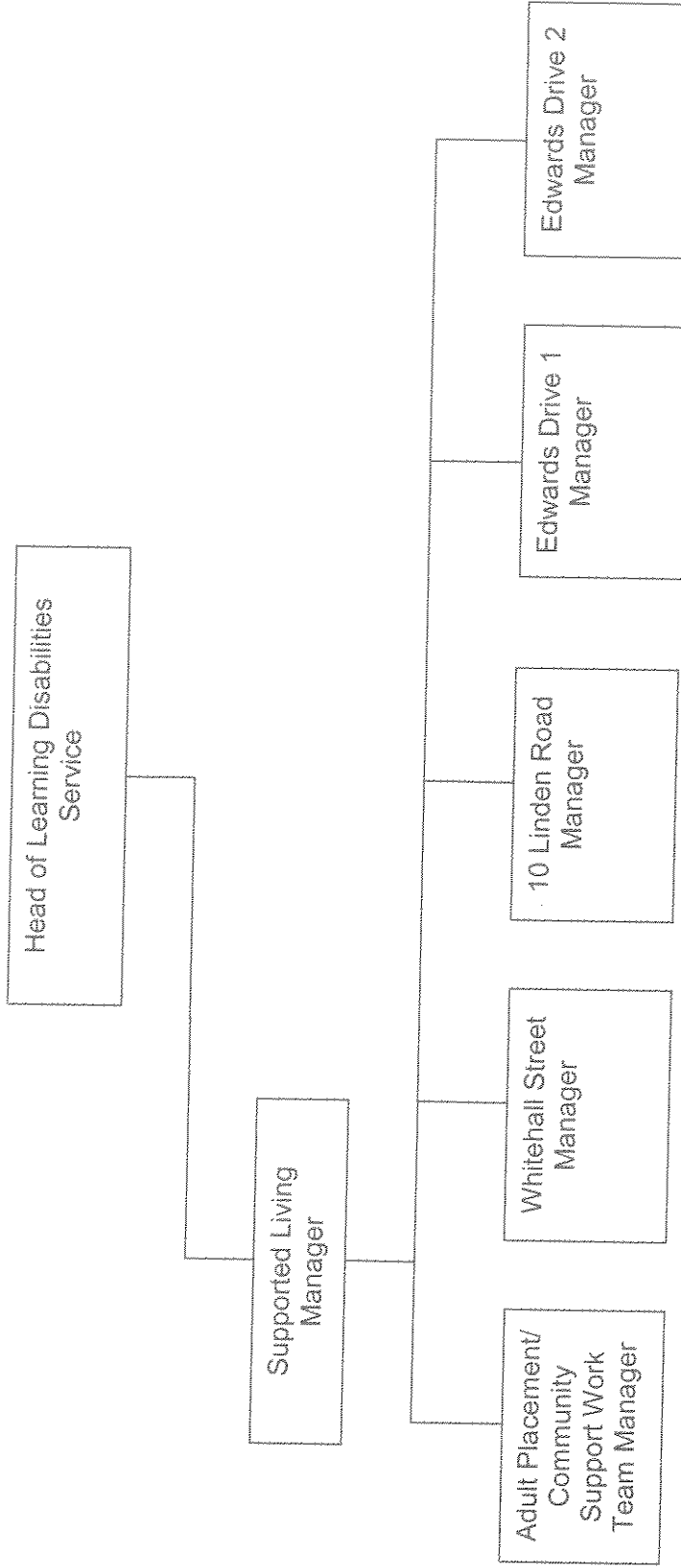
**SCHEDULE TWO**  
**CLINICAL LEADERSHIP & OPERATIONAL GROUP (as at January 2010)**



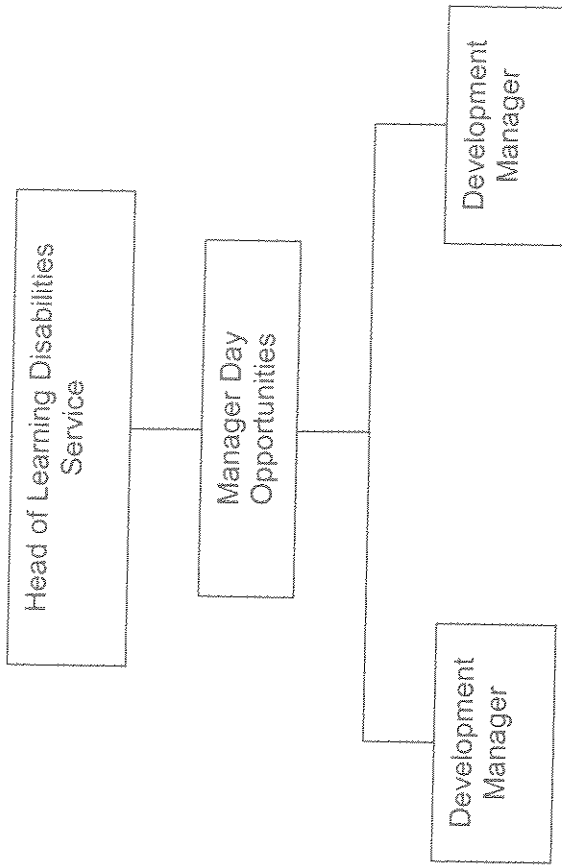
**SCHEDULE THREE  
MANAGEMENT STRUCTURE AND MANAGEMENT POSTS (Page 1 of 4)**



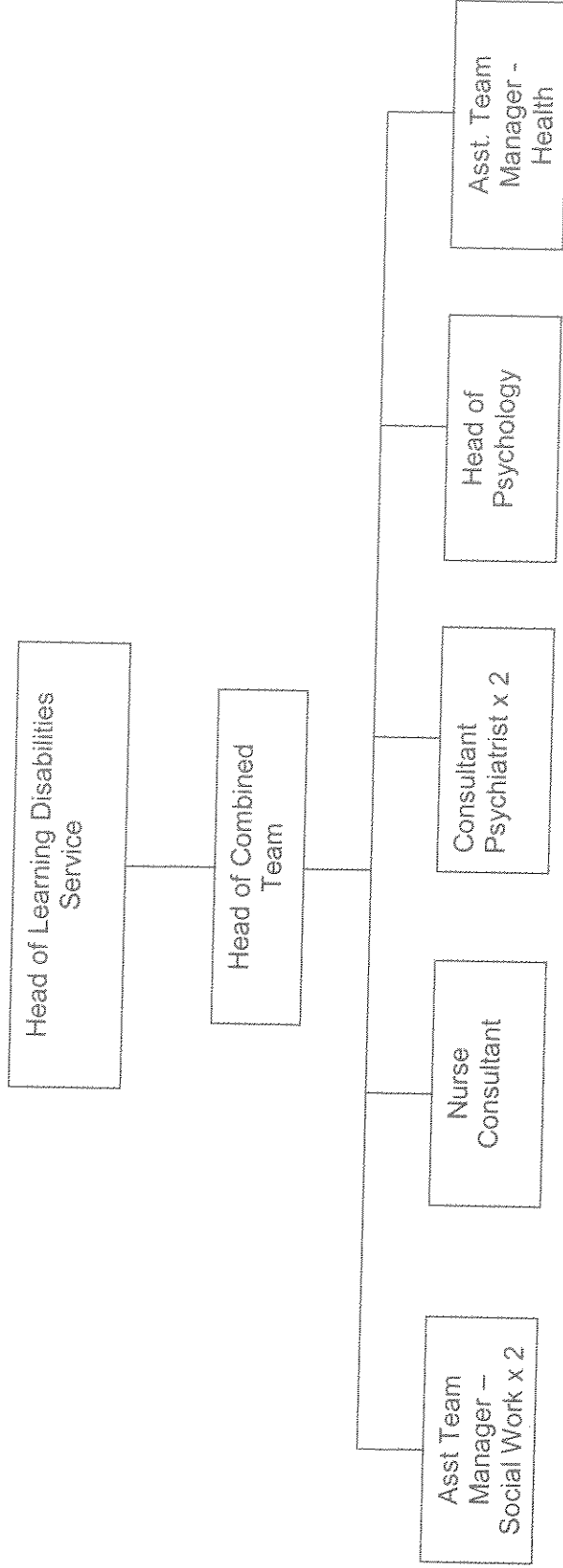
**SCHEDULE THREE**  
**MANAGEMENT STRUCTURE AND MANAGEMENT POSTS - Supported Living (Page 2 of 4)**



**SCHEDULE THREE**  
**MANAGEMENT STRUCTURE AND MANAGEMENT POSTS - Day Opportunities (Page 3 of 4)**



**SCHEDULE THREE**  
**MANAGEMENT STRUCTURE AND MANAGEMENT POSTS - Combined Team (Page 4 of 4)**



**SCHEDULE FOUR  
OPERATIONAL ARRANGEMENTS**

**OPERATIONAL ARRANGEMENTS FOR THE HLDP INTEGRATED SERVICE**

1. Recruitment of staff
2. Line management and professional supervision
3. Grievance and disciplinary arrangements
4. Trade Union recognition
5. Health and safety arrangements

**1. RECRUITMENT OF STAFF**

- 1.1 Recruitment of staff vacancies within the Partnership is the responsibility of the Head of Service. The Head of Service is required to use the appropriate recruitment procedures for the substantive employing Partner.
- 1.2 The following posts in the management structure are designated as joint appointments:

Post Title	Grade	Salary Range	Substantive Employing Partner
Head of Service			Haringey Council
Head of Combined Team			Haringey Council
Assistant Team Manager – Combined Team x 3			Haringey Council x 2 NHS Haringey x 1
Head of Supported Living			Haringey Council

- 1.3 Post-holders may be employed by either Partner(s) to this Agreement and any such NHS staff will be seconded to Haringey Council for day-to-day line management arrangements. To avoid anomalies and difficulties with 'differentials' the grading structure of the Host Partner (the Council) will be applied to these and any other designated joint appointments, subject to agreement by the Executive Group.
- 1.4 The nurse consultant and other consultants will be nominated seniors within the Partnership and will be members of the HLDP managerial structure as referred to at Schedule 3.

- 1.5 Panels for interviews must include Representatives of the Partners as appropriate and a clinical specialist for any clinical appointments. Where appropriate interview panels should also include a Service User and/ or a Carer.
- 1.6 Induction for new staff employed by any Partner will include the opportunity for clarification on the terms of secondment. This will include receiving a copy of this Schedule.
- 1.7 All recruitment processes should comply with good HR practice and relevant legislation.

## **2. LINE MANAGEMENT & PROFESSIONAL SUPERVISION**

It is recognised that there may be a need for additional professional supervision, where the line manager is from a different professional background and in particular with consideration of clinical staff, and as such the HLDP agree to provide a professional supervisor where appropriate.

### **2.1 Line Management**

2.1.1 The role of the line manager is, in consultation with the professional supervisor, as described in 2.2.1 below:

- To manage the workload of individuals, and respective work units
- To manage the day-to-day operation of individuals and work units, including annual leave, sickness absence, and discipline, within the agreed policies of the employing partner and within the best interests of the Services
- To manage the day-to-day performance of individuals and work units, including target setting, delivery and monitoring
- To ensure that staff performance, appraisal and review systems are in place, occur at the agreed frequency, and include both line management and professional inputs
- To be responsible for budgets within identified schemes of delegated financial responsibility
- To assume delegated responsibility for health and safety matters

2.1.2 The line manager will formally manage all staff under his remit. The standard frequency for meetings will be monthly, unless this is formally varied. All formal meetings are in addition to day-to-day contact, which might also include supervision, advice and support.

2.1.3 Accountability and managerial structure for the Services is as outlined in Schedule 3.

### **2.2 Professional Supervision**

2.2.1 The Head of Service will ensure that there are systems in place to ensure that all clinical and professional staff receive the appropriate professional

supervision in line with locally and nationally agreed policies and frameworks.

- 2.2.2** There will be an identified professional supervisor drawn from each of the following professions: social work, nursing, psychology, speech & language therapy, physiotherapy, music therapy and occupational therapy.
- 2.2.3** The professional supervisor may be drawn from within or outside the HLDP.
- 2.2.4** It is recognised that within the Trusts there are clear and established policies and procedures for clinical supervision and the Partners will endeavour to ensure that these arrangements are maintained.
- 2.2.5** The role of the professional supervisor is to ensure that, within the relevant team operation and structure there is:
- Appropriate clinical and professional support and professional development provided to team members of that profession
  - Appropriate and timely advice and direction to an individual team member or manager as and when requested with regard to making professional judgements on a case.
- 2.2.6** Where the identified professional supervisor and the line manager are not the same person, there will be '3-way' meetings to:
- a) Review workload management, and the relationship between organisational and professional eligibility and criteria and priorities. Workload management must take account of both individual work, group work, and indirect work (e.g. staff training).
  - b) Agree on appraisal, and Personal Development Plans (PDP's). PDP's should include:
    - Training and study leave
    - Ongoing professional development, which may include professional networks.
- 2.2.7** It will be the responsibility of the line manager to ensure that '3-way' meetings are held between the individual member of staff, the line manager, and the professional supervisor. '3-way' meetings will take place no less frequently than once every six months, unless this frequency is formally varied by agreement between the Partners.

RESPONSIBILITY	LEAD	
	Line Manager	Professional Supervisor
Workload management	X	
Setting and monitoring objectives	X	

Clinical Supervision		X
Assessing continuing professional development needs		X
Leave (including annual, study, special leave)	X	
Work performance - general **	X	
Work performance – clinical/ professional		X
Appraisal	X	X
Absence management	X	
Confirmation of probation	X	

\*\* General - refers to time keeping, record keeping, sickness etc

2.2.8 It is recognised that whilst there are several identified responsibilities for both the line manager and the professional supervisor it is expected that the line manager and the professional supervisor co-operate together to ensure that a positive and productive working relationship is established.

2.2.9 The Partners agree that no targets can be set in relation to clinical and professional practice or outputs, without the engagement of the professional supervisor.

### 3 GRIEVANCE & DISCIPLINARY ARRANGEMENTS

3.1 Where a member of staff from either Partner wishes to raise a grievance this should be investigated according to the procedure of the employing Partner.

3.2 Where any employee is the subject of disciplinary proceeding, this will be carried out in accordance with the procedure of the employing Partner.

3.3 The Head of Service will ensure that early warning is given to all Partners where disciplinary action is being considered.

3.4 If the line manager considers that further action which could include action on disciplinary or competency is necessary they should do this in full consultation with the professional supervisor. No action can be taken on any matter relating to clinical actions or outputs without the engagement of the professional supervisor.

### 4 TRADE UNION RECOGNITION

4.1 All trade union arrangements will be maintained. All Partners' branches of unions shall, where appropriate, represent the individual interests of their respective branch members.

## **5. JOINT CONSULTATION**

- 5.1 When major re-organisation or re-structuring is proposed it is important that, where possible, joint consultation with the relevant staff representatives (including trade unions) is put in place.

## **6. HEALTH & SAFETY ARRANGEMENTS**

- 6.1 The Partners have a duty of care to ensure that there are in place proper arrangements for the Health and Safety for all their employees, providing the Services under this Agreement and for clients/ Service Users and Carers using these Services.
- 6.2 The Council, as Host Partner for this Agreement, will take lead responsibility for ensuring that arrangements meet all requirements laid down in Health and Safety legislation.
- 6.3 The Council will ensure that Operational Policies are reviewed and monitored to reflect both statutory requirements, and the operational needs of a multi-agency service.
- 6.4 The Partners recognise the need to have in place policies to maximise the safety of staff in dealing with unpredictable clients/ Service Users or clients/ Service Users known to be violent or abusive. The Council will lead on ensuring that policies in place are consistent across the Service.
- 6.5 Responsibility for Premises, and associated Health and Safety requirements, responsibilities and liabilities, remain with the owners of those Premises.

**SCHEDULE FIVE  
FINANCIAL CONTRIBUTIONS**

**S75 Learning Disabilities Pooled Account  
(For the period 01/04/2010 to 31/03/2011)**

	Budget	Staff	SP Grant	Partnership Fund	TOTAL
<b>Gross Funding</b>					
LBH	-				-
	5,278,890				5,278,890
LDDF			-		-
			261,000		261,000
HNHS**				-	-
				3,116,220	3,116,220
BEH-MHT				-	-
				468,970	468,970
Other Contributions				-	-
				244,760	244,760
<b>Total Funding (a)</b>	<b>5,278,890</b>	<b>-</b>	<b>261,000</b>	<b>3,829,950</b>	<b>9,369,840</b>
<b>Expenditure</b>					
Employee costs	8,138,660				8,138,660
Client commissioning costs	67,170				67,170
Other running costs	990,810				990,810
Support costs	97,200				97,200
<b>Total Expenditure (b)</b>	<b>9,293,840</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,293,840</b>
<b>Services covered by the Pooled Budget</b>					
	<b>Estimated budget (£)</b>				
Management and assessment (incl. office base at St George's)**	2,197,150				
Day Opportunities	3,665,766				
Keston Green Pepper	36,042				
Medical Staff	166,000				
Talbot Road Hostel	17,120				
Linden Residential Home					

		578,980			
Whitehall Residential Home		1,237,353			
Mulberry House		424,799			
Edwards Drive		466,948			
Adult Care		1,101			
Community Support		580,782			
		<b>9,369,840</b>			

2010/11 pay award to be decided. No additional costs included as corporate bodies will allocate once agreed.

Other budgets assume a 1% uplift.

\*\* Includes £76,000 rental costs in respect of office base for 'Combined Team' – HNS contribution

Services not yet included within the pooled budget that need inclusion

(A) Administrative support for medical officers (Medical Secretary)