City of York Council
And
North Yorkshire County Council
And
Selby/York Primary Care Trust

Mental Health Partnership Agreement

1st April 2006

JANUARY 2006

SIGNATORIES TO THE PARTNERSHIP

Name (Print) …… Signature ……..

On behalf of Selby & York Primary Care Trust

Dated ……

Name (Print) …… Signature ……..

On behalf of North Yorkshire County Council

Dated ……

Name (Print) …… Signature ……..

On behalf of City of York Council

Dated ……

Selby/York Primary Care Trust
And
City of York Council
And
North Yorkshire County Council

Mental Health Partnership Agreement

INDEX

Section 1 DEFINITIONS AND INTERPRETATIONS USED WITHIN THE DOCUMENT

The following words and expressions shall have the meaning set out below

1 CYC is City of York Council - the local Social Services authority, for the purposes of the Local Authority Social Services Act 1970 by virtue of Section 195 of the Local Government Act 1972.

2 The PCT is the Primary Care Trust for Selby & York.

3 NYCC is the local Social Services authority in North Yorkshire County Council (for the purposes of this Agreement covering only Selby & Easingwold geographical area co-terminus with the Primary Care Trust).

4 The Mental Health Service means the whole of the service made up of the parts as laid out in Appendix 2a and 3

5 The Lead Authority means the Primary Care Trust for Selby & York.

6 The "Attached" employee or "Attachment Agreement" means as defined in Appendix 5

7 "Mental Health Partnership board" shall mean the board made up of a senior representative from each of the 3 partner agencies that will be established to manage and monitor the partnership arrangements in accordance with Section 7.3

8 The Mental Health Local Implementation Team is a stakeholder group of providers, carers, statutory agencies and service users who provide expertise and information to help shape the development of mental health services wihin the Primary Care Trust area.

9 "The regulations" shall mean the NHS bodies and the local authorities partnership arrangement regulations 2000.

10 "The aims and objectives" shall mean the agreed overall aims of the partnership arrangements as specified in Section 3.1

11 "Operational objectives and priorities" shall mean the translation of the overall aims and objectives into operational practices as specified in Appendix 4.

12 "NHS functions" shall have the meanings set out in regulation 5 of the regulations.

13 "The lead commissioning function" shall mean the health related functions and the NHS functions referred to in appendix 2.

14 "The partners" or "partner agencies" shall mean Selby/York Primary Care Trust, North Yorkshire County Council and the City of York Council.

15 The “Lead Agency” is Selby & York Primary Care Trust

16 The CPA Care-co-ordinator is the designated member of staff within the integrated service responsible for co-ordinating the care packages and support for a named individual service user.

Section 2. SCOPE OF THE PARTNERSHIP AGREEMENT

2.1 THE PARTNERS

The Partner agencies to this agreement are as follows:

Selby & York Primary Care Trust
Sovereign House
Kettlestring Lane
Clifton Moor
York
YO3 4XE

City of York Council
Community Services Department
PO Box 402
Customer Advice Centre
George Hudson Street
York
YO1 6ZE

North Yorkshire County Council
Selby & Easingwold Area
North Yorkshire County Council
Social Services Department
County Hall
Northallerton
DL7 8DG

2.2 BACKGROUND

2.2.1 The PCT has on behalf of CYC, NYCC and the PCT, registered its intention with the Secretary of State for Health, to create a partnership pursuant to the Health Act 1999 and the NHS Bodies and Local Authority Partnership Arrangement Regulations 2000. (As amended by the Local Authorities (Executive and alternative arrangements) (Notification of Enactment and other provisions) Order 2001.)

2.3 THE PURPOSE OF THE AGREEMENT

The purpose of this agreement is to improve services for adults of working age with a mental health problem through the delegation of functions of:

1. Lead Commissioning
2. Integrated Provision
3. Management of Budgets through a Lead Manager

2.4 DURATION OF AGREEMENT

Date of Commencement: 1st April 2006

Length of Agreement: Indefinite (Subject to reviewing arrangement)

2.5 CUSTOMER/SERVICE USER GROUP

The Agreement covers adults with mental health problems as defined at Appendix 1.

2.6 DELEGATION OF FUNCTIONS BEING UTILISED

1. Lead Commissioning
2. Integrated Provision (Lead Management)
3. Management of Budgets through a Lead Manager

Section 3 GOVERNANCE ARRANGEMENTS (ORGANISATIONAL GOVERNANCE)

3.1 Operational objectives and priorities

3.1.1 Overall Aims and Objectives of partnership arrangements

Aims

- To deliver safe and effective services for people with mental health
- problems
- To exercise the statutory duties in relation to the use of the Mental Health
- Act 1983
- To minimise the social exclusion of people with mental health problems.
- To promote the independence of people with mental health problems.
- To improve the health and well being of people with mental health problems through the delivery of joint mental health policies agreed by partners.
- To improve the effective use of agreed resources available to facilitate and deliver services for people with mental health problems.

Outcomes

- To improve the overall co-ordination of the service.
- To achieve improvements to access to mental health services by users and their carers
- To ensure users of the services can access health and social services on a basis sufficient to meet their health and assessed eligible social care needs.
- To advocate and negotiate with other providers of services (e.g. housing, leisure) to achieve the overall aims of the service.

3.1.2 Specific operational objectives and priorities
These can be found in Appendix 4.

3.2 Expected improved performance in respect of outcomes of the arrangement.

3.2.1 The overall purpose is to improve services for adults of working age with a mental health problem.

Expected improved performance should be seen in the following ways:-

i)**Through Lead Commissioning**

3.2.2. By delegating any overlapping or closely contingent commissioning functions to be the responsibility of a single lead agency which commissions a range of services on behalf of all parties, improvements will be seen in –

- Improved planning function for mental health services on which to base the commissioning plan
- Economies of scale in commissioning from a single point
- Increased efficiency within the commissioning structure in relationships with providers
- Clear and transparent commissioning strategy led by one agency

ii)**Through Integrated provision (lead management arrangements)**

3.2.3 The outcome of delivering a wider range of related services from a single organisation will bring the following benefits –

- A greater clarity for customers on where to access assessment and service provision for people with mental health problems in the community
- Easier communication route to and from carers and customers to one point of reference
- A common unified purpose for the mental health service personified in an integrated structure
- Clear lines of accountability for services for people with mental health problems.

iii) **Through Management of Budgets through a Lead Manager**

3.2.4 The overall control of budgets relating to Mental Health Services across the three agencies will rest with one senior position within the lead agency. This will bring the following benefits:-

- Flexibility in joint working through the overview of all budgets within the three agencies
- The ability to track accurately each agency's spending and allow a detailed assessment of the accuracy of the level of baseline funding required for future financial years budgets
- The ability to recommend to the Partnership Board changes in spending patterns to meet the changing needs of the service

3.3 Model of accountability

3.3.1 Accountability for the delivery of:

i) Improved performance in respect of outcomes of the arrangement (as specified in 3.2 above) and

ii) ii) Operational objectives and priorities (as specified in 3.1 above)

is invested in the Director (Mental Health Services)

3.3.2 Progress on these two areas and the associated management of the budgets will be delivered to the management board (as specified in Section 5 - Management Arrangements) on a quarterly basis in an agreed reporting format.

3.3.3 An annual report outlining the overall progress in delivering on targets will be submitted to the Mental Health Partnership Board on an annual basis by the Director (Mental Health Services).

3.4 Stakeholder representation

The Mental Health Partnership Board

3.4.1 The key responsibility for organisational governance of the Mental Health Service rests with the senior representative from each of the partner agencies. This responsibility will be invested through the function of a Mental Health Partnership Board as laid out in Section 7 below and in more detail in the Mental Health Partnership Board Constitution at Appendix 9. It is the responsibility of the Mental Health Partnership Board to agree any specific reporting mechanisms into their respective agency and communicate this to the Mental Health Partnership Board members to agree this with the Director (Mental Health Services)

3.4.2 **The Mental Health Local Implementation Team**
Whilst the Mental Health Local Implementation Team holds no statutory powers, it performs an important function relating to the work of the Mental Health Service as its representatives hold a wide variety of stakeholder views, including carers, people with mental health problems, independent and statutory providers. The Director (Mental Health Services) will link into the Mental Health Local Implementation Team to ensure the views of the representatives on the board are taken into account when setting annual operational objectives and priorities for the integrated Mental Health Service.

3.4.3 **Professional stakeholder groups within the mental health service**
A number of different professionals are represented within the integrated service. The views of each individual profession will be sought in relation to putting together annual revised operational objectives and priorities.

3.5 Model of monitoring and reporting arrangements to partner agencies

3.5.1 The reporting arrangements to partner agencies will be invested in the Director (Mental Health Service) who will report on a quarterly basis to the Mental Health Partnership Board, the performance in respect of:

- Outcomes of progress on the operational objectives and priorities
- Budget management
- Engagement of key stakeholders
- Key performance indicators for partner agencies

3.5.2 In addition regular financial reports will be prepared for submission to the partners management and members.

3.6 The management of complaints

3.6.1 Should a complaint be received regarding a service within the Mental Health Service, the management of the complaint is the ultimate responsibility of the Director (Mental Health Service).

3.6.2 If the complaint is in relation to organisational governance issues it will be dealt with under the Lead Agencies complaints procedure.

3.6.3 If it relates to clinical decisions taken by professionals it will be dealt with through the employing agency's normal complaints procedure for dealing with professional complaints. (see Appendix 5)

3.7 Management of poor performance

3.7.1 The management of poor performance of the Director (Mental Health Service) in relation to meeting:

- Improved performance
- Operational objectives and priorities
- Financial management of the budgets

will be dealt with in the first instance by the Chief Executive of SYPCT through the normal line management arrangement. Decisions affecting partner agencies will be discussed with members of the management board who will be responsible for reporting these decisions back to their respective organisations.

3.8 Delegation and decision-making

3.8.1 The delegated powers given through the use of Health Act Flexibilities, which encompasses lead commissioning, lead management and management of budgets through a lead manager, allows the Director (Mental Health Service) to manage and develop the service as laid out within the terms of this agreement

3.9 Reviews of the partnership arrangement

3.9.1 The partnership arrangement will be reviewed by the Mental Health Partnership Board in conjunction with the Director (Mental Health Service) on no less than an annual basis.

3.9.2 The appendices to this Partnership Agreement will be reviewed annually and agreed and recorded by the Mental Health Partnership Board no later than June of the year to which they refer.

Section 4. LEAD COMMISSIONING

4.1 Definition of commissioning

4.1.1 "Commissioning is in the process of specifying, securing and monitoring services to meet needs in the short and long term It bridges the purchasing process and strategic market management. It should:

- Be clearly defined and accessible to all stakeholders·
- Be based on the analysis of, current demand, unmet need, future needs and supply/ market issues·
- Contain options and priorities·
- Clarify monitoring arrangements·
- Describe how any necessary changes will be managed and achieved·
- Identify the service user outcomes required"
  (Department of Health)

4.2 The Functions being Delegated

4.2.1 The Partners hereby agree that with effect from the commencement of this Agreement the PCT shall exercise the Council functions referred to in Appendix 2.

4.3 Specific Functions being Delegated/ Exclusions

4.3.1 Specific areas to be delegated and exclusions are found at Appendix 2a and 3 and may be subject to annual review

4.4 Letting of Contracts

4.4.1 The letting of contracts across the partnership is governed by the commissioning standards and financial regulations of the Lead Agency, and will adhere to these requirements unless otherwise agreed for specified contracts.

(NB – one such area of agreement is the letting of contracts for individuals social care placements/support external to the integrated services – these are let through the CYC/NYC social care contracting processes)

4.5 Agreed Aims and Outcomes

4.5.1 The aims and outcomes required of the commissioning function are those identified by the operational priorities agreed in Appendix 4

4.6 Reporting arrangements

4.6.1 The progress of work relating to the mental health commissioning agenda, including budget monitoring, will be reported by the Director (Mental Health Service) on a quarterly basis- with a formal update annually in the form of a report to the Mental Health Partnership Board

4.7 Performance Measures to be used

4.7.1 These are based upon the contract review targets already in place in the commissioning section, and any others as required by the Director (Mental Health Service) and agreed by the PCT lead Commissioner

Section 5. INTEGRATED PROVISION (LEAD MANAGEMENT)

5.1 The Functions being Delegated

5.1.1 The Partners hereby agree that with effect from the date of commencement of this Agreement the PCT shall exercise the integrated provision functions allowed under Health Act Flexibilities. In effect, Selby & York Primary Care Trust will take the lead management responsibility for staff and associated functions for the City of York Council and North Yorkshire County Council care management staff and associated functions. The Lead Management Arrangements are carried out through the Director (Mental Health Service) who is an employee of the Lead Agency.

5.2 Specific Functions being Delegated/ Exclusions

5.2.1 Specific functions being delegated and exclusions are found at Appendix 3 and may be subject to annual review

Section 6. BUDGET MANAGEMENT ARRANGEMENTS

6.1 General Principles

6.1.1 The Partners agree that with effect from the date of commencement of this Agreement they shall invest the responsibility for the management of the Mental Health budgets to the Director (Mental Health Service)

6.1.2 The persons in respect of whom the budgets may be utilised shall be those defined as the customer group in Appendix 1 and for whom the purpose of the NHS functions are registered with a General Practitioner in the Selby and York Primary Care Trust area and who for the purposes of health related functions are persons ordinarily resident in the Selby and York Primary Care Trust geographical area in accordance with Section 24 of the National Assistance Act and the Local Authority Circular 93 - 7. An exception to this are those individuals in out of area placements or subject to a Service Level Agreement, that remain the responsibility of the PCT or Local Authorities as part of this agreement.

6.1.3 The services in respect of which the utilisation of budgets may be exercised are those services specified in Appendix 2a 3 and 4.

6.1.4 The agreed aims and outcomes of utilisation of budgets will be the same aims and outcomes of those set out in Operational priorities in Appendix 4.

6.1.5 The partners hereby agree that the PCT will act as the Lead Agency for NYCC and CYC budgets under the purposes of Regulations 7 (4) of the Regulation and the PCT undertakes to comply in all respects with the Regulations in exercise of its functions as host partner.

6.1.6 The partners hereby agree that any revision in contributions to the service budgets will be undertaken with consultation and consideration of the impact of such changes on signatory organisations and the agreed service outcomes.

6.2 Accountability of the Lead Agency

6.2.1 The Selby & York PCT is to be the Lead Commissioner for social care and health care of adults of working age with mental health problems.

6.2.2 The Standing Orders and Financial Regulations of the Partner organisations shall apply to the management of any funds contributed by those organisations and directly managed by the Lead Agency and its employees

6.2.3 The obligations of the Lead Authority pursuant to Paragraph 7(4)(b) of the NHS bodies and the local authorities partnership arrangement regulations 2000 shall be deemed to have been fulfilled by the Selby & York PCT when such reports returns and information as are referred to therein are submitted to the Mental Health Partnership Board via the Director (Mental Health Service)

6.3 Funding Arrangements

The funds to be managed by the Director (Mental Health Service) are outlined below.

6.3.1 Funds to be contributed
Those funds normally used for services as detailed in Appendix 2a, 3 and 4 and approved through the respective partner agency financial governance arrangements.

6.3.2 Size of budgets

These will cover the baseline funding and will cover agreed spending in year one. These will be detailed for each partner agency.

This will be reviewed annually by the Director of Mental Health, and amended with agreement of the Management Board, not withstanding the usual financial procedures.

The contribution will be reviewed annually by each organisation in the context of the overall resources available and the growth or efficiency savings required to meet service developments and/or balance their budgets.

6.4 Budgetary Control

6.4.1 The Mental Health Partnership Board will receive quarterly monitoring reports from the Director (Mental Health Service) These reports will include both service and financial information, (in a format to be devised) to fulfil the Partner's performance management requirements.

Changes forecast to the agreed level of budgeted expenditure for the year must be reported by the Director (Mental Health Service) quarterly to the Mental Health Partnership Board who shall agree appropriate action to contain expenditure within each partners agreed budget.

6.4.2 Where additional funding to the budget is thought to be required, the Mental Health Partnership Board via the Director (Mental Health Service) should submit a case of need to the relevant partners for consideration, using the normal agencies budget arrangements.

6.4.3 Where additional funding is approved, the Partners will need to consider the appropriateness of continuing such funding as part of the budget setting process for the following year. (i.e. should it be made recurrent).

6.4.4 The timing of the submission of monitoring reports should take account of the reporting cycles of the Partners, wherever possible.

6.4.5 The Director (Mental Health) will nominate a senior officer who will liaise with and be the contact for the partner organisations finance teams

6.5 Budget manager

6.5.1 The budget holder for the Integrated service budget will be the Director (Mental Health Service).

6.5.2 The Director (Mental Health Service) will be accountable for arrangements for managing the budget and forecasting and reporting to each partner- using relevant standard finance reporting mechanism within the partner agencies

6.5.3 Partner agencies will nominate commissioning staff from within the partner organisation and external to the integrated service. These commissioning staff will support the Director of Mental Health in meeting the commissioning objectives of partner organisations. Each partner will also nominate a finance contact.

6.6 Charging policy relating to customers

6.6.1 The different partners have differing charging policies:

6.6.2 NHS services are free at the point of delivery.

6.6.3 Local Authorities are required to charge for some services and have the discretion to charge for others.

6.6.4 The discretionary element to waive a charge for social care services within the finance regulations, will be discussed by the CPA coordinator with the Director (Mental Health Service) or a nominated manager and then applied

via the person's residing local authority, and if needed, to go via the political members of the residing authority

6.6.5 Charging for the purpose of this agreement is in line with the local authorities charging policy at the point of application (and may vary from year on year according to changes in organisational policy). The application of charging policy within the mental health service is subject to the exclusions applying to those individuals who are subject to section 117 after care arrangements under the 1983 Mental Health Act, (see the CYC/NYCC/SYPCT Joint Protocol for S117 Aftercare).

6.7 Income from services sold

6.7.1 Any income (other than client contributions or top-ups to individual care packages) generated from services sold to other outside agencies, will be fed back into the respective partner agency, (unless previously agreed that this will be added to the mental health service budget).

Section 7. MANAGEMENT ARRANGEMENTS

7.1 The Lead Agency

7.1.1 The Lead Agency is Selby & York PCT

7.2 The Strategic Partnership.

7.2.1 This is the Health and Social Care Partnership Board.

7.3 Mental Health Partnership Board

7.3.1 This is made up of a senior representative from each of the three partner agencies. The purpose of this board is set out in the Mental Health Partnership Board Constitution at Appendix 9 and is outlined below as follows:

7.3.1.1 To oversee the work of the Director (Mental Health Service) and to ensure adherence to the terms of this agreement.

7.3.1.2 To receive performance updates and as a result have accountability for monitoring the performance of the service through the Director (Mental Health Service) and ensure Governance tasks are adhered to

7.3.1.3 To give agreement to annual changes to operational priorities and service development plans and Service Level Agreements of the Integrated Service

7.3.1.4 To act as a term of reference for seeking full partner views on future development of services.

7.3.1.5 To act as a conduit to receiving permissions through the political and executive structures of each agency.

7.4 The Management Structure and Lines of Accountability

7.4.1 The Director (Mental Health Service) reports to the Chief Executive of the PCT as part of the PCT management structure. The Director (Mental Health Service) is accountable to the Chief Executive of the PCT, but reports to the Mental Health Partnership Board regularly on progress made.

7.5 Delegated Authority of the Lead Agency

7.5.1 The Lead Agency is the delegated authority defined within Health Act Flexibilities to undertake the lead management role.

7.5.2 Staff arrangements for those staff that are not already employed by the Lead Agency are governed by the terms of an “Attachment Agreement” or service level agreement.

7.5.3 The terms of the attachment agreement are referred to in Section 14 – Human Resource Issues -of this management agreement and found at Appendix 5.

7.5.4 Copies of Service Level Agreements are at Appendix 6 and will be subject to annual review

Section 8. INFORMATION SHARING PROTOCOLS

8.1 The terms of this agreement will be governed by the agreed Information Sharing Protocol that has been agreed and signed by the three partner agencies.

Section 9. PERFORMANCE MANAGEMENT AND CLINICAL GOVERNANCE

9.1 Accountability

9.1.1 Accountability or adherence to the contents of the agreed performance management framework for the service rests with the Director (Mental Health Service).

9.1.2 An update will be delivered on a quarterly basis to the Mental Health Partnership board on adherence to the performance management framework.

9.1.3 The Director (Mental Health Service) is also responsible for contributing to the overall performance management frameworks within each of the three partner agencies.

9.2 The Content of Agreed Performance Management Frameworks

9.2.1 The grid below shows the requirements from each of the partner agencies of performance related data. The specific content of each of these areas may vary on an annual basis and is subject to an annual review.

A) National PIs – General Service Performance I. CYC II. NYCC III. SY PCT	Monthly data capture – via access to OPD IT system – electronic data Monthly data capture – central NYCC resource – electronic data Monthly data capture – central PCT resource – electronic data
B) National PIs – MH. Specific I. CYC II. NYCC III. SY PCT	Monthly data capture – via access to OPD IT system – electronic data Monthly data capture – central NYCC resource – electronic data Monthly data capture – central PCT resource – electronic data
C) National Best Value Indicators 1) General I. CYC II. NYCC 2) MH. Specific I. CYC II. NYCC	Monthly data capture – central NYCC resource – electronic data Monthly data capture – via access to OPD IT system – electronic data Monthly data capture – central NYCC resource – electronic data
D) Self-assessment for NSF National Targets	Quarterly update from PCT Lead Manager
E) Local Service Performance Measures	TBC
F) Clinical Governance Targets – PCT 1) General Service Performance 2) MH. Specific	Via service manager in Joint Team

G) Data for other commissioned services • Forensic Collaborative • GPS Contracts • Vol sector contracts	Quarterly data capture – central PCT/LA resource – electronic data

NHS Mental Health Autumn Assessment

The Local Implementation Team for the Health Community undertakes an annual assessment against a set of national standards for mental health drawn from the National Service Franework for Mental Health 1998. This assessment is completed within the health and social care locailty against a set of traffic lights assessing progress and sustainability. This is ratified with the local Strategic Health authority and the National Institute for Mental Health in England (NIMHE, CSIP.) At the same time as the assessment "themed reviews" are undertaken for specific topics, assessing progress on implementation of national guidance and policy.

Annually a service mapping and financial mapping of local services is undertaken which contributes to the national mental health mapping profiles and financial benchmarking.

Local Authority Performance Assessment Framework

The Performance Assessment Framework is a key component of wider performance assessment arrangements for the partnership. This brings together social services inspections, joint reviews and the ongoing engagement of the social services inspectorate regional offices with individual authorities. The performance assessment framework is intended to provide information on all the objectives of social services, all types of people receiving social services, all the types of services those people receive and all aspects of performance in delivering those services.

9.3 Data Collection and Sharing for Performance Management

9.3.1 The data capture for performance management is recorded separately within the data management systems of each partner agency. It is the responsibility of the lead manager to ensure that integrated service staff record service activity and individual records on the specified data system. The source data will continue to be captured via the relevant partner agency and delivered to the Director (Mental Health Service). This will then allow the Director (Mental Health Service), to performance manage and ensure adherence to clinical governance guidelines, in line with the content of the agreed performance management frameworks.

9.4 Mental Health Performance Data Feeding into Generic Governance Arrangement

9.4.1 There is a requirement for the Director (Mental Health Service) to make available and report to the generic governance arrangements reporting lines, within each of the partner agencies. Strategic planning information will also need to be fed into the partner agencies for development of generic service

plans. The requirement upon the Director (Mental Health Service) is laid out in Appendix 9. This is subject to an annual review.

Section 10. STATUTORY REGULATORS- INSPECTION ARRANGEMENTS

10.1 The responsibility for managing any inspection arrangements undertaken by statutory regulators lies with the Director (Mental Health Service), with the co-operation of partner agencies

Section 11. ASSESSMENT ARRANGEMENTS AND ELIGIBILITY CRITERIA

11.1 Single Assessment

11.1.1 It is intended that the integrated service will use the Care Programme Approach for individual assessment, determining eligibility and managing individual care programmes.

11.2 Eligibility Criteria

11.2.1 In relation to a social care service delivery, the eligibility criteria to be applied will be that of the local authority, in which the person ordinarily resides (i.e. CYC or NYCC area).

11.2.2 The PCT definition for eligibility for service provision is consistent across the whole of the geographical area and will be applied as such.

11.2.3 The current eligibility criteria are listed in Appendix 1.

11.2.4 Any amendments to the criteria will be made during the annual revision of the management agreement appendix contents.

Section 12. Indemnities, Insurances and Risk management

12.1 Indemnity

12.1.1 The Lead Agency and Commissioning body (SYPCT) shall normally be responsible for any injury to any person, including injury resulting in death and any loss of or damage to personal property directly related to such injury, loss or damage caused as a direct result of the act or omission of the "Attached Employee" while under its control.

12.1.2 However, where such act is due in whole or in part to the act, omission or negligence of the other Joint Service Partner's (NYCC or CYC.), its employees or agents, then that Joint Service partner will indemnify the Lead Agency and Commissioning body (SYPCT) against all and any liabilities, losses, costs expenses, claims, demands and proceedings whatsoever arising under any statute or at Common Law and made against the Lead Agency and Commissioning body (SYPCT) by any person.

12.1.3 The other Joint Service Partners will indemnify the Lead Agency and Commissioning body (SYPCT) against all and any liabilities, losses, costs expenses, claims, demands and proceedings whatsoever arising under any statute or at Common Law and made against the Lead Agency and Commissioning body (SYPCT) by the "Attached Employee" in pursuing his statutory or other rights where such claims arise in connection with the attachment or in relation to termination of the attachment where such liabilities, losses, expenses, claims, demands and proceedings whatsoever arising under Statute or at Common Law were caused as a direct result of the act or omission of the other Joint Service partner

12.1.4 Each partner will indemnify and keep the Partnership indemnified against all liabilities arising directly or indirectly from any events acts or omissions in relation to any functions that are included in the partnership arrangement and occurred prior to the commencement date.

12.2 Insurance

12.2.1 The PCT shall ensure that the indemnity cover maintained by it for the purposes of its functions is sufficient to cover the undertaking by it of the Lead Commissioner Functions, as set out in this agreement.

12.2.2 The PCT may, with the consent of partner agencies to the extent that it deems prudent and economic to do so utilise part of the mental health budget to purchase such indemnity cover as it deems necessary to cover those risks which are not presently indemnified risks for the purposes of the existing cover maintained by the PCT.

12.2.3 Current arrangements within the PCT. whereby clinical negligence claims are met by the N.H.S. Litigation Authority will continue to cover N.H.S. employees.

12.2.4 Any outstanding claims before the date of the agreement or claims which arise as a result of an incident prior to the date of this Agreement, will remain the responsibility of the partner agency to whom the claim has been made.

12.2.5 Any claim received after the date of the agreement will be dealt with as detailed in the Indemnity section of this agreement.

12.2.6 For the avoidance of doubt each party shall continue to fully maintain its respective insurance cover in respect of buildings, equipment, public and employer's liability, officials indemnity/Professional negligence (where required) and Liable and Slander. The minimum limit of indemnity for Public and Employers Liability should be not less than ten million pounds.

12.3 Risk Management

12.3.1 The Partners will work together to establish risk management strategies and a risk management framework setting down the relative responsibilities of each partner. All risks and hazards likely to threaten the opportunity to enhance or accelerate the achievement of the Mental Health Partnership's objectives will be identified and action taken to mitigate or remove them.

12.3.2 Key risks will be documented within the Mental Health Partnership service plans. Responsibility for each risk will be allocated to the relevant Partner and mitigation actions will be documented. The Mental Health Partnership when reviewing its objectives on an annual basis will also review the associated risks.

12.4 Equalities

12.4.1 City of York Council, North Yorkshire County Council and the Selby and York Primary Care Trust are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partnership will maintain and develop these policies as applied to both recruitment and service provision, with the aim of developing a joint strategy for all elements of the service.

12.4.2 In practise this means we will aim to provide services that will meet individuals social and cultural needs and support the principles of people living as citizens with integrated and inclusive lives within their communities.

12.4.3 These services should support people's exploration and development of their religious, sexual and cultural beliefs.

Section 13. Dealing with Disputes/ Variations to the agreement /Termination of the Agreement and Exit Strategy

13.1 Dispute resolution

13.1.1 City of York Council, North Yorkshire County Council and Selby/York Primary Care Trust acknowledge it is in their interests to resolve any dispute between them which touches and concerns this agreement promptly and amicably.

13.1.2 Any dispute shall, in the first instance be referred to the Mental Health Partnership Board within 28 days of written notification of the dispute. The Mental Health Partnership Board will seek to resolve the dispute. Should the Management Board be unwilling or unable to resolve the dispute, it will refer it to an appeals panel as set out below.

13.1.3 The appeals panel should comprise of the respective chief executive of the councils and the PCT.

13.1.4 The appeals panel shall, within 30 days of the notification of the dispute to it, consider the dispute, with the intention of resolving the dispute.

13.1.5 If the appeals panel is unable or unwilling to resolve the said dispute, it shall refer the dispute to an arbitrator agreed between the parties or, in the absence of agreement, shall nominate, for the time being, the president of the chartered institute of arbitrators, for such arbitrator to resolve the dispute. The arbitrator's decision in the matter shall be final and binding upon the parties.

13.2 Variations

13.2.1 The terms of this agreement may only be varied in writing, signed by the parties and added to this agreement by way of an addendum, following prior discussion of the need for proposed alterations and consideration of the time required to implement any agreed changes.

13.2.2 Any significant changes to the services will be subsequently reported to the Mental Health Partnership Board for information.

13.2.3 Any policy changes that impact on NHS functions covered in this agreement will be reported to the Mental Health Partnership Board prior to approval. It is agreed by the Councils and the PCT that any variation in the agreed financial contributions, which arise or are likely to arise in any financial year of the partnership, shall be settled in accordance with the principles of the financial protocol set out in Section 6 of this agreement.

13.3 Termination

13.3.1 Either of the Councils or the Primary Care Trust may terminate this agreement upon no less than 12 months written notice, or less with agreement of all parties, to the other parties expiring on the anniversary (in any year) of this agreement. In the event of any termination by any of the partner agencies, all partners will continue to provide services in accordance with their individual statutory responsibilities.

13.4 Exit Strategy

13.4.1 Should notice be given to terminate the agreement by any of the partner agencies, all partner agencies will agree the processes required for a safe Exit Strategy. This will be agreed through the Mental Health Partnership Board.

Section 14. Human resource management

14.1 A Staffing Arrangements

Staff employed by the PCT

14.1.1 Staff currently employed within the PCT, will have no changes to any terms and conditions. It is possible that, in some instances, the senior reporting lines may alter, as a result of working under integrated arrangements.

Staff employed by North Yorkshire County Council and City of York Council

14.1.2 Staff employed within North Yorkshire County Council and City of York Council are subject to an Attachment Agreement in working within the integrated arrangements.

14.2 Purpose Of Attachment

Working under integrated arrangements –

14.2.1 The Mental Health Service will operate as a single lead commissioning body with integrated provision of service and budgets managed through the Director (Mental Health Service).

14.2.2 All employees of City of York Council, North Yorkshire County Council and Selby/York Primary Care Trust, who are appointed to a post within the new structure, will continue to be employed by their contractual organisation. This will ensure continuity of service in relation to statutory and contractual rights and provide a source of appropriate professional support through the relevant Head of Profession.

14.2.3 The attachment means that the management of the service development of a service via staff attached to the service has been delegated to the Mental Health Partnership. This will allow, through integrated arrangements, the development of the service as a whole, in line with the operational priorities at Appendix 4.

14.2.4 For the avoidance of doubt, performance management and accountability in relation to professional accountability remains through the relevant Head of Service Profession to the employer. Staff attached to the mental health partnership who are employed by partner organisations, other than the lead agency, will continue to be paid by their respective organisation.

14.2.5 More details in respect of an attachment agreement can be found at Appendix 5.

New Staff And Filling Of Vacancies

14.2.6 Attachment arrangements will apply either when vacancies occur through natural wastage or when new posts are created. The contractual arrangements and terms and conditions of employment will be agreed locally with the employing organisation, commensurate with the specialism of the post.

14.3 Dealing With Poor Performance And Complaints

14.3.1 The professional management and accountability rests with the employing authority via the relevant Head of Profession. The Director (Mental Health Service) will advise the relevant Head of Profession of any issues in relation to poor performance or complaints that have arisen through alleged professional misconduct. These will then be dealt with by the employing authority, in line with the employing authority's normal procedures.

14.4 Professional Accountability

14.4.1 Responsibility for professional accountability lies with the employing authority.

14.5 Staff Training And Continued Professional Development

14.5.1 The responsibility for ensuring appropriate staff training and continued professional development rests with the employing authority. However, opportunities for joint staff training, using a variety of resources, will be afforded through joint working arrangements, and this will be managed via the Director (Mental Health Service).

14.6 Partnership Competencies

14.6.1 The service level agreements agreed between the Primary Care Trust Heads of Profession, and the Director (Mental Health Service) must reflect the need for particular competencies which are required within the mental health integrated service. The service level agreements are subject to review on an annual basis. These can be found at Appendix 7.

Section 15. Evaluation of Partnership

15.1 Mechanism For Review And Evaluation

The annual review will be conducted by the Mental Health Partnership Board after receipt of an evaluation report submitted by the Director (Mental Health Service), based upon performance related management information and clinical governance guidelines (as laid out in Section 9 (Performance Management and Clinical Governance), and Appendix 10.)

15.2 Regularity

15.2.1 The Mental Health Partnership Board will, on behalf of the partnership, conduct an annual review of the effectiveness of the partnership arrangements, including:

a) The aims and outcomes.
b) The performance of the Social Care and NHS functions and health related functions.
c) Any other targets they may have set in relation to the performance of the integrated partnership.

15.3 Mechanism For Dealing With Poor Performance Of The Partnership

The Mental Health Partnership board will decide upon any improvement measures and support mechanisms to ensure compliance with improved performance, as required, after each annual review.

APPENDICES

Appendix 1

Definition of Customer group

Eligibility Criteria

The three partner agencies are applying differing eligibility criteria.

Local Authority Fair Access to Care criteria

Local Authorities are required through "Fair Access to Care Services" legislation to adopt the same eligibility framework.
This Eligibility Framework is based on need- not access to services.
It is graded into 4 bands, which describe the seriousness of the risk to independence or other consequences if needs are not addressed. They are : Low/ Moderate/Substantial/Critical. (See Below). However, local authorities have discretion about where the eligibility threshold is set:

- The City of York Council have adopted to give access to services for customers whose needs fall above and including the category of Moderate.
- North Yorkshire County Council have adopted to give access to services for customers whose need fall into the category of Critical.

The eligibility criteria are reviewed annually by each local authority.

FACS ELIGIBILITY FRAMEWORK

The FACS eligibility framework is graded into four bands, which describe the seriousness of the risk to independence or other consequences if needs are not addressed.

Critical – when

- life is, or will be, threatened; and/or
- significant health problems have developed or will develop; and/or
- there is, or will be, little or no choice and control over vital aspects of the immediate environment; and/or
- serious abuse or neglect has occurred or will occur; and/or
- there is, or will be, an inability to carry out vital personal care or domestic routines; and/or
- vital involvement in work, education or learning cannot or will not be sustained; and/or
- vital social support systems and relationships cannot or will not be sustained; and/or
- vital family and other social roles and responsibilities cannot or will not be undertaken.

Substantial - when

- there is, or will be, only partial choice and control over the immediate environment; and/or
- abuse or neglect has occurred or will occur; and/or
- there is, or will be, an inability to carry out the majority of personal care or domestic routines; and/or
- involvement in many aspects of work, education or learning cannot or will not be sustained; and/or
- the majority of social support systems and relationships cannot or will not be sustained; and/or

- the majority of family and other social roles and responsibilities cannot or will not be undertaken.

Moderate - when

- there is, or will be, an inability to carry out several personal care or domestic routines; and/or
- involvement in several aspects of work, education or learning cannot or will not be sustained; and/or
- several social support systems and relationships cannot or will not be sustained; and/or
- several family and other social roles and responsibilities cannot or will not be undertaken.

Low – when

- there is, or will be, an inability to carry out one or two personal care or domestic routines; and/or
- involvement in one or two aspects of work, education or learning cannot or will not be sustained; and/or
- one or two social support systems and relationships cannot or will not be sustained; and/or
- one or two family and other social roles and responsibilities cannot or will not be undertaken.

Appendix 2

Local Authority and NHS related functions

Local Authority

To add local authority functions in relation to social work services and commissioned social care services under National Assistance and Community Care legislation –

The Local Authority function are under :

National Health Service & Community Care Act 1990 : Section 47 (Assessment of Needs)

National Assistance Act 1948 : Section 21 (i) (Resid Accommodation); Section 47 (removal from Home); Section 48 (Protection of Property)

National Health Service Act 1977 : Section 21 (Home Care)

Human Rights Act 1998

Mental Health Act 1983 : Chapter 20 :
Sections 1-4; 7 – 11; 13 – 15; 18 – 23; 25 A-H (Mental Health Act 1995); 26 – 30; 32; 34; 37 (6); 40 (1 –2); 40 (4-5); 114-117; 131; 135 – 136; 139

Code of Practice Mental Health Act 1983 > Pub : 1999

Mental Capacity Act 2007

N.H.S. Functions

The N.H.S. functions are:-

(b) The function of providing, or making arrangements for the provision of, services:-

(c) Under Sections 2 and 3(1) of the 1977 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 (8) and other invasive treatments and emergency ambulance services; and

(d) The functions under Sections 5 (I), (IA) and (IB) of, and Schedule I to, the 1977 Act (9); and

(e) The functions under Sections 25A and 25H and 117 of the Mental Health Act, 1983 (10).

Health Related Functions

The health related functions are:-

(f) The functions specified in Schedule 1 to the Local Authorities Social Services Act, 1970 (11) except for the functions under:-

(g) Sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act, 1948 (12);

(h) Sections 6 and 7B of the Local Authorities Social Services Act, 1970;

(i) Sections 114 and 115 of the Mental Health Act, 1983;

(j) The functions under Sections 5, 7 or 8 of the Disabled Persons (Services, Consultation and Representation) Act, 1986 (16) except in so far as they assign functions to a Local Authority in their capacity of a Local Education Authority.

Appendix 2a
Service descriptions

- Services for people of working age with mental health needs are provided within an integrated service provided by Selby & York Primary Care Trust and City of York Council, led by the PCT. The CYC funded services include Mental Health Act '83 statutory duties undertaken by Approved Social Workers. They and the Mental Health Community Support Workers who provide intensive support to customers with severe and enduring mental health needs are integrated within 4 Community Mental Health Teams. An ASW provides statutory and social work support to the Forensic Inpatient and Community Service. The Mental Health Training and Mental Health Accommodation Officers provide their own respective services across mental health services in York. CYC Rehabilitation & Day Services (incorporating the 24 hour support line, 11 rehabilitation beds, 1 respite bed and 2 crisis beds) are integrated within the PCT wide Rehabilitation & Support Service. Additionally, the PCT funds 3 ASW posts which are located within 3 specialist teams: Community Outreach, Early Intervention and Crisis Resolution & Home treatment
- Customers: 689 received a service as at 31/12/04 and there were 966 new customers during the previous 12 months.
- Service Outputs in the previous 12 months: 222 assessments were made under the Mental Health Act 1983; In House provision: 252 customers attend Day Services and 9.5 hours home care is provided; Externally commissioned services: 85 customers are funded in long term residential / nursing homes and one in respite; 35.25 hours are funded for home care
- Staff: 53.22 FTE: 25.22 = in house provision; 9 = care management
- Services are delivered following an assessment of need and frequency is driven by the care plan, the whole process being underpinned by the Care Programme Approach

Services covered under the agreement are as follows:
Residential Care
Respite or Short Break Care
Community Support at Home
Community Support
Health Accommodation Beds
Home Care
Supported Living
Day Services
Day Service Meals
Day Service Transport
Advocacy
Information
Employment Services
Assessment and Treatment
Occupational Therapy
Physiotherapy
Psychology
Psychiatry
Speech and Language Therapy
Social Work / Care Management
Nursing
Adult Placements
Management Administration and Support
Commissioning
Contract
Planning and Development
Sycamore House Day Service
22 The Avenue Rehabilitation Service & Mental Health Support Line

Table describing services as of 1.4.05:

Service Title	Function	No. of whole time equivalents
Rehab & Recovery Service Manager	Manage integrated services	1
Training officer	MH training	0.5
Accommodation Officer	MH Housing	0.6
Approved Social Workers	Statutory MHA work, social work & care management	9
Admin Officer	Office mgr	1
Specialist Social Workers	Statutory MHA work & social work in specialist teams	3
Community Support Workers	Support MH users in community	4
Dual Diagnosis Social Worker	Employed/managed by NYCC.½funded by CYC	1
Day Service Mgr	Sycamore House	1
Deputy Mgrs	Sycamore House	2
Day Centre Officers	Sycamore House	3.75

Occupational Therapist	Sycamore House	0.5
Admin Assistants	Syc Hse/ CMHT/22	1.5
Deputy Mgrs	22 The Ave/MHSL	3
Resid Staff	The Ave/MHSL	15.6

Appendix 3

Lead Management Functions Being Delegated/Excluded

Specific Functions being Delegated

The functions being delegated to the PCT are as follows:

- Assessment and Purchasing Care Management from City of York Council.
- Assessment and Purchasing Care Management from North Yorkshire County Council.
- In-House Provision from City of York Council (i.e. Day Services and currently listed in appendix x and subject to changes).
- In house provision from North Yorkshire County Council-
- In-House Provision from Primary Care Trust (currently listed in appendix x and subject to change).
- Assessment Function of the Primary Care Trust (i.e. community nursing services).
- Services of the Allied Health Professions and tertiary services through service level agreements as follows: -
    - Speech and Language Therapy
    - Occupational Therapy
    - Psychology, graduate and non-graduate gateway support and counselling
    - Psychiatry
    - GP contracts linked to Mental Health

Specific Functions being Excluded

In establishing whether or not an item of expenditure is covered by this agreement, the defining factor will be whether a similar cost would have been funded from within the base budgets or from other budgets prior to the start of this agreement.

Other specific exclusions include:

- The health care to be commissioned by the PCT excludes generic health and social care services provided to the general population without mental health problems.
- The agreement does not cover the care of children and young people below the age of 18, except in so far as traditional transition arrangements have applied.
- NB- the Commissioning of Drug & Alcohol Rehabilitation Placements and the Assessment and Purchasing services for people with Drug & Alcohol Problems for City of York Council is undertaken by the Primary care Trust but does not form part of this agreement.
- Director of Social Service statutory functions relating to Approved Social Worker role and Guardianship under 1983 Mental Health Act, including staffing budgets delegated to Social Care lead (Mental Health)
- This agreement does not cover the care of people aged 65+ years, except where specified and they are in receipt of services to support their functional mental health (CRHT Operational Policy)
- Forensic Collaborative

- Services for people with mental health problems that are commissioned separately by the PCT, including tertiary mental health care, physiotherapy services commissioned through the Acute Trust and continuing care services.

APPENDIX 4
OPERATIONAL OBJECTIVES AND PRIORITIES

The achievement of these objectives and priorities is based upon available resources
These operational priorities and objectives have been configured under the Mental health NSF and other local priorities for mental health service development.

Service objectives

- Assess people with mental health needs holistically, promptly & fairly
- Involve customers with mental health needs in decision making & enable them to take as much control over their lives as possible
- Support customers to live safe & fulfilling lives in the community
- Work to reduce customers' need for services & promote independence
- Recognise the contribution of carers & support them to lead safe & fulfilling lives
- Support customers & carers to take up, remain in or return to employment
- Work in partnership with other agencies to give value for money
- Ensure that staff have the skills, knowledge & resources to deliver good outcomes
- Provide assessments & services underpinned by the Care Programme Approach that are sensitive to the diversity within our community

Appendix 5
Staff Attachment Agreement
(To be reviewed)

INTRODUCTION

The Mental Health Integrated Partnership will operate as a single management lead commissioning body, with integrated provision of service and budgets managed through one Director (Mental Health Service).

The Partnership will consist of Selby and York Primary Care Trust (S&YPCT), North Yorkshire County Council (NYCC) and the City of York Council (CYC). The Lead Agency will be City of York Council.

SCOPE

This partnership agreement is designed to promote best practice, to clarify the responsibilities of partnership organisations and employees, to ensure all are clear regarding lines of management and professional accountability and to ensure that all employees are treated fairly.

EMPLOYING ORGANISATION

All current employees of SYPCT, NYCC and CYC whose posts will be within the partnership will continue to be employed by their current employer. This will ensure that all employees receive continuity of service for all statutory and contractual reasons and receive professional support through the relevant designated Heads of Service.

The partnership organisations remain respective employers and will retain responsibility for all decisions to amend or terminate the contract of employment of their employee.

OPERATIONAL MANAGEMENT

The immediate line manager of the employee will be responsible for the day-to-day management of the attached employee. This will include the performance of the employee in respect of the delivery of service and in accordance with the employee's contractual and statutory rights, and the obligations and relevant policies and procedures and practices of their current employer.

PERIOD OF ATTACHMENT

The attachment is not time limited.

REMUNERATION AND CONTRACTUAL FINANCIAL BENEFITS

Remuneration will be in accordance with the grading/salary structure of the current employer.

PAY ADMINISTRATION

Pay administration will continue to be undertaken by the existing current employer who will pay the remuneration of the employee and remain responsible for PAYE deductions, pensions and NI contributions.

The current employer will provide to the attached employee, all other employee benefits and related services provided by the respective organisation to its employees and any other statutory employment related requirements including the application of relevant policies, procedures and practices.

RECRUITMENT

The recruitment process of all employees will be carried out by the employing organisation in consultation with the partnership organisations, and under the direction of the Director (Mental Health Service).

EMPLOYEE RELATIONS

All partnership organisations and their relevant representatives will work collaboratively to resolve employee issues.

The resolution of any issues relating to the management of the employee including disciplinary, grievance, and capability procedures, issues relating to pay and conditions, sick leave and other forms of leave, pension and other employer terms and conditions are the responsibility of the current employer.

An employee who is the subject of an employee relations issue (e.g. disciplinary, capability, grievance) will be dealt with under the appropriate policy and procedure of their employing organisation.

In normal circumstances, the line manager of the employee concerned will implement the appropriate policy and procedure. Prior to initiating any action under an appropriate procedure, the line manager must contact the relevant human resources contact in the employing organisation of the employee to seek advice and guidance as necessary.

LINE MANAGER RESPONSIBILITIES

Line Managers of integrated teams must ensure they remain aware of the policies and procedures of the appropriate employing organisations, seeking HR advice where appropriate.

Line managers will ensure that all employees fully understand the standards of conduct and performance expected by their employer.

PROFESSIONAL ACCOUNTABILITY

All the partnership organisations shall ensure that appropriate arrangements are in place for the professional accountability of employee's at all times. Any proposed changes to the professional role of any staff will require the agreement of the relevant Director of the employing organisation.

DATA PROTECTION

All partnership organisations agree to protect any personal data held on staff in accordance with the data Protection Act

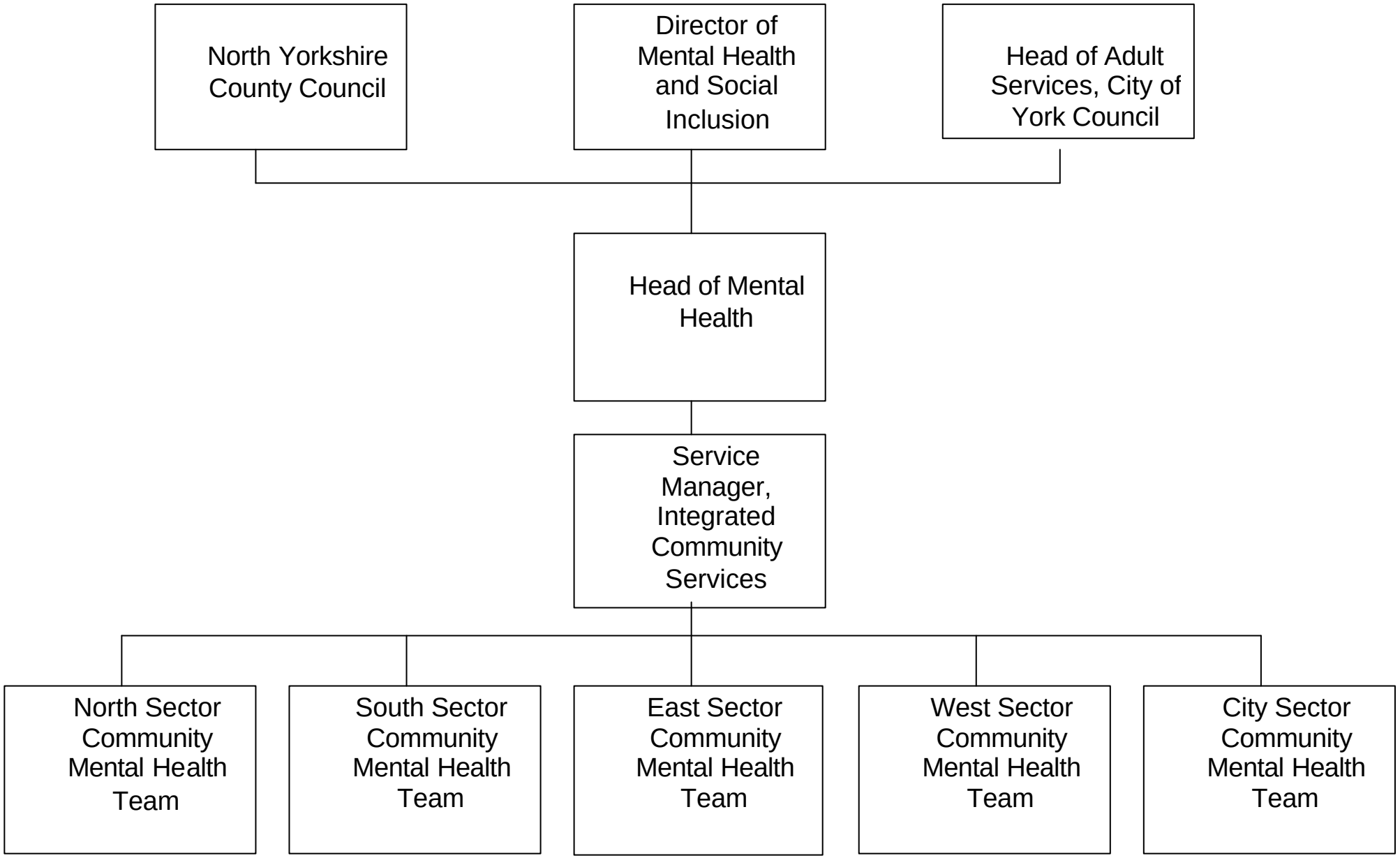
CONFIDENTIALITY

In addition to the provisions regarding confidentiality in the contracts of employment of attached staff, there is an obligation not to disclose during and after the attachment any confidential information to which they become privy during the course of the attachment.

Appendix 6
Service Level Agreements

To be added in on an annual basis to reflect agreed Service Plans

Appendix 7
Management Structure



Appendix 8

Performance Framework 2005/06

Local Authority

The current PAF indicators for adult social services are listed below in table
A) National Performance Indicators (PIs) – General Service Performance - Local Authorities

PAF No.	BV No.	**Indicator**
A5		Emergency admissions of older people (Health Interface) (% increase year on year
A6		Emergency psychiatric re-admissions (Health Interface)
A60	198	No. of problem Drug Misusers in Treatment (%increase year on year)
B11		Intensive home care as a proportion of intensive home and residential care (%) (Old)
B11		Intensive home care as a proportion of intensive home and residential care (%) (New)
B12	52	Cost of intensive social care for adults and older people (amended 02/03) (£'s per week)
B13		Unit cost of residential and nursing care for older people (amended 02/03) (£'s per week)
B14		Unit cost of residential and nursing care for adults with mental health problems (amended 02/03) (£'s per week)
B15		Unit costs of residential and nursing care for adults with mental illness (amended 02/03) (£'s per week)
B16		Unit cost of home care for adults and older people (£'s per week)
B17		Unit cost of home care for adults and older people (£'s per hour)
C26		Admissions of supported residents aged 65 or over to residential/nursing care (per 10,000 of the OP Pop.)
C27		Admissions of supported residents aged 18-64 to residential/nursing care (per 10,000 of the 18-64 Pop.)
C28	53	Intensive home care (Adults and OP receiving intensive packages per 1,000 of the OP Pop.)
C29		Adults with physical disabilities helped to live at home (per 1,000 of the 18-64 Pop.)
C30		Adults with learning disabilities helped to live at home(per 1,000 of the 18-64 Pop.)
C31		Adults with mental health problems helped to live at home (per 1,000 of the 18-64 Pop.)
C32	54	Older people helped to live at home (per 1,000 of the OP Pop.)
C51		Clients Receiving Direct Payments (New for ¾) (per 100,000 of the 18+Pop.)
D37		Availability of single rooms (%)
D38		Percentage of items of equipment and adaptations costing less than £1,000 delivered within 3 weeks (% against all delivered items)
D39	58	Percentage of people receiving a statement of their needs and how they will be met (% of all clients assessed)
D40		Clients receiving a review (% of all clients who received a service during 04/05)
D41		Delayed discharge
D42		Carers Assessments (%of all clients assessed)

D42		Carers Assesses / Reviewed (% of all clients assessed or reviewed)
D54	56	Percentage of items of equipment and adaptations costing less than £1,000 delivered within 7 working days (New definition 03/04) (% against all delivered items)
D55	195	Acceptable waiting time for assessment (New for 03/04) (% of assessments within time bands)
D56	196	Waiting time for care packages (Amended 03/04 (% of services delivered within 28 days))
D57		Users who said that their opinions and preferences were taken in to account
D58		Users who said that they could contact Social Services easily
E47		Ethnicity older people receiving assessment (%)
E48		Ethnicity older people receiving services following an assessment (ratio between ethnic and non ethnic minorities receiving services)
E49		Assessments of older people per head of population (per 1,000 of the OP Pop.)
E50		Assessments of adults and older people leading to provision of service (%)
E61		Assessments of new clients aged 65 or over (per 1,000 of the OP Pop.)
		No. of Assessed Practice Learning Placement Days

B) National Performance Indicators Mental Health Specific

Local Authority PIs set by DOH annually

Includes:

Unit Cost of residential and nursing care for adults with mental health problems

dicator C27 Admissions of supported residents aged 18 – 64 to residential and nursing care

Adults with mental health problems helped to live at home

Indicator C51 Direct payments

Indicator D39 Percentage of people receiving a statement of their needs and how they are met (BVPI 58)

Indicator D40 Clients receiving a review (BVPI 55)

Indicator D42 Carer assessments – (to be replaced by new PI definition awaited)

C) Mental Health NSF National Targets in areas of:

D) Local Service Performance Measures

None currently agreed- to be amended annually

E) Clinical Governance Targets for Primary Care Trust

- General Service Performance
- Mental Health Specific

To be amended annually

Appendix 9
Mental Health Partnership Board Constitution

City of York Council
And
North Yorkshire County Council
And
Selby/York Primary Care Trust

Mental Health Partnership
Board Constitution

Adopted on the 1st April 2006

1. Name and Principal Membership

1.1 The name of the Board is the Mental Health Partnership Board for the Integration of Mental Health Services.

1.2 The Principal membership of the Board includes the representative of:

- Selby and York Primary Care Trust,
- City of York Council, Community Services, and
- North Yorkshire County Council, Community Care Business Unit.

collectively referred to as the Principal Members.

2. Objects

2.1 The Board's objects ("the Objects") are to commission, monitor and evaluate health care and social care for adults with mental health problems in the geographical area commensurate with the Selby & York Primary Care Trust, on behalf of Selby/York Primary Care Trust, City of York Council and North Yorkshire County Council and to undertake such other duties as the Principal Members may from time to time agree.

2.2 The Board shall take into account in exercising its functions the following principles:

2.2.1 The Principal Members agree that they are entering into the partnership arrangement and will participate in the integrated service provision on a basis of mutual trust.

2.2.2 The Principal Members shall adopt a policy of mutual openness about information and intentions relevant to the remit of the Board.

2.2.3 The Principal Members acknowledge that the establishment of the Board represents an attempt by them to meet common problems and objectives in a co-ordinated way for the benefit of persons present or for whom they have responsibility in the geographic areas serviced by them.

2.2.4 The Principal Members recognise that in the operation of the Board each will need to take account of problems faced by the other.

2.2.5 The Principal Members recognise in exercising its functions, the Board shall have regard to the policies and guidance, which apply to each of them.

2.2.6 The Principal Members shall take account of the statement of values approved by the Board.

2.2.7 Where decisions of the Board require ratification, the relevant Principal Member shall seek such ratification in advance of any meeting of the Board where possible.

2.3 The Board shall exercise its functions so as to secure the provision of services set out in Appendices 2, 2a and 3 of the Partnership Agreement for the Integration of Mental Health Services.

2.4 The Principal Members agree that the Board shall include representatives of Other Members as deemed necessary from time to time by the Principal Members.

3. Principal Functions

3.1 To agree to and oversee the use of Health Act flexibilities between NHS bodies and local authorities within the geographical area of Selby and York Primary Care Trust.

3.2 To monitor the progress of projects promoted by the Board to integrate health and social care services.

3.3 To commission and oversee the commissioning function of any services, which have been integrated using the aforementioned Health Act flexibilities.

3.4 To oversee the financial management of any budgeting arrangements.

3.5 To agree all partnership agreements and ensure that the terms of each partnership agreement are adhered to by the relevant partners.

3.6 To ensure reporting to any statutory bodies and other stakeholders by the inclusion of Board minutes within the non-confidential portion of any meetings of the Principal Members.

3.7 The functions which the Principal Members have agreed to be delegated to the Board are listed in Appendices 2, 2a and 3 of the Partnership Agreement. Powers and functions which have not been delegated and set out in the aforesaid Appendices are retained by the Principal Members.

3.8 To divest, through the Director (Mental Health Service) the responsibilities of ensuring inclusion, consultation, co-operation, with all major stakeholders – people with learning disabilities, carers of people with learning disabilities, staff groups, independent and voluntary provider agencies – relating to the Mental Health Service.

4. Representatives on the Board

4.1 Selby and York Primary Care Trust - Director of Health and Social Care - as Principal Member.

4.2 City of York Council - Director of Community Services - as Principal Member.

4.3 North Yorkshire County Council - Head of Community Care as Principal Member.

4.4 Director (Mental Health Service) as Other Member.

4.5 The Principal Members shall decide who the membership of Other Members is, on an annual basis.

4.6 The Principal Members shall name a substitute whom shall attend in lieu of the Principal Member on agreed occasions.

5. Office holders

5.1 The Board shall elect a Chair and Vice Chair at its first meeting.

5.2 The Chair and Vice Chair shall hold office for one year but may be re-elected.

6. Leaving the Board

6.1 A representative on the Board shall cease to hold office if -

6.1.1 He or she notifies the Board of an intention to resign.

6.1.2 He or she ceases to be a member or hold office of a Principal Member or Other Member.

6.1.3 The relevant Principal Member or Other Member notifies the Board of the removal of the representative.

7. Interests of Board representatives

7.1 No representative of the Board shall acquire any interest in property belonging to North Yorkshire County Council, Selby/York Primary Care Trust or City of York Council or receive remuneration to be interested (otherwise than as a representative of the Board) in any contract entered into by the Board or on behalf of the Board.

7.2 Representatives of the Board, observers and officers attending the Board shall comply with the Local Government National Code of Conduct and the National Health Service Guidance Ethics to the extent that the same may properly be applied to the circumstances of the Board.

8. Access to information

8.1 The Board meeting minutes shall be open to interested parties unless there are items for discussion, which are exempt within the meaning of the Local

Government (Access to Information) Act. Some information contained within minutes may contain personal data and therefore will be reported in the confidential session of the meetings of the relevant Principal Member in accordance with the procedures and protocols promoted by the provisions of the Data Protection Act 1998.

8.2 The Board shall prepare an annual report on its activities for the information of all Principal Members and Other Members and other interested parties.

8.3 The Principal Members shall ensure that appointments to the Board have been made in an open and fair way having regard to the relevant Codes of Conduct on openness and probity.

9. Processes

9.1 The Board will meet no less than every quarter.

9.2 The Board will not exceed its powers and will comply with any relevant obligations imposed by the Principal Members.

9.3 The Chair and Vice Chair will be agreed annually at a meeting of the Board.

9.4 The Board will be quorate with three representatives of the Principal Members – (or an agreed named substitute).

9.5 Agenda papers will be sent out at least seven days before each meeting. Meetings will be minuted.

10. Redress

10.1 The Board will act as the final local arbiter over any complaint from users or carers arising from the integration of services where this is in relation to a service managed directly by the Director (Mental Health), subject to any statutory requirement of any of the Principal Members to the contrary.

10.2 The Board will act as the point of conciliation between any parties to the Partnership Agreement prior to referral to arbitration.

11. External Review

11.1 The relevant Principal Member will report to the Board the results of any major internal external review of services: e.g. Healthcare Commission, Commission for Social Care Inspection, Audit Commission., NIMHE.

12. Financial and performance reporting

12.1 The relevant Other Member, namely the Director (Mental Health Service) will report on the financial position of budgets at each meeting of the Board. They

will also produce a performance report on the services outlined within Annex 4 of the Partnership Agreement's Operational Priorities. At least annually they will report on the quality of services being purchased as measured against the agreed performance indicator outcomes.

12.2 Any outstanding serious untoward incidents arising in connection with the services will be reported to the Board.

13. Notices

13.1 Any notice required to be served on any representative of the Board shall be in writing and shall be served by the secretary to the Board on any representative either personally or by sending it through the post in a first class letter address to such member at his or her last known address and any letter sent shall be deemed to have been received within three days of posting.

13.2 Notice of meetings shall normally be sent fourteen days in advance and in any event not less than three clear days before the date of the meeting

13.3 The notice of the meeting must include notice of any resolutions proposed.

14. Alterations to the Constitution

14.1 Subject to the following provisions of this clause the Constitution and Objects may be altered if the Principal Members have each voted in favour of the alteration.

14.2 No amendment may be made to Clauses 1, 2, 7, 14 or this sub-clause 13.2.

14.3 No amendment may be made to this Constitution, which would conflict with any legislation, regulations or standing orders of the Principal Members.

15. Dissolution

15.1 The Board may be dissolved upon either of the Principal Members giving not less than twelve months notice to the other and to the Board.

Appendix 10

Information Sharing Protocol (not included- same as for Learning Disability Integrated Services)

CHECKLIST FOR GOVERNANCE OF INTEGRATED SERVICES

Checklist of issues relating to Governance when setting up integrated services.

This checklist has been compiled using the Healthcare Commission core standards as a base. It has been assumed that the partner organisations involved within the integrated service have systems in place to ensure that the core standards are followed by their directly employed staff. The checklist focuses on ensuring that lines of accountability and responsibility within the integrated service are clear.

It is important to ensure that all staff within the team understand the systems in use and have had adequate training, particularly where the integrated approach is to use one of the integrating organisations existing system.
The use of dual systems (for example two different incident report forms) should be avoided if at all possible. If dual systems are unavoidable then lines of accountability and responsibility should be written down and clearly understood by both organisations.

Safety

The integrated service has:

- One defined reporting process for incident reporting
- An integrated system for analysing incidents and identifying root causes
- An integrated system for improving practice and learning from incidents
- A system to ensure that patient safety notices, alerts and other patient safety notices are communicated across the team and acted upon
- An integrated system for identifying and acting on child protection issues
- An integrated approach to infection control
- An integrated approach to acquisition and use of medical devices including training and decontamination
- An integrated approach to ensure that medicines are handled safely and securely
- An integrated approach to waste management

Clinical and Cost Effectiveness

- An integrated approach to the implementation of relevant NICE and other nationally agreed guidance
- Ensure that all staff are supervised and are clear about managerial and professional accountability
- An integrated approach to clinical leadership
- Ensure that all staff have equitable access to activities that allow them to update skills and techniques relevant to their clinical work.
- Ensure that staff are only required to act within their competency level
- There is an integrated approach to clinical audit and to reviewing the effectiveness of the clinical services offered

Governance

- The performance requirements of the integrated service are clear to both organisations and there is an agreed method of monitoring and reporting
- An integrated approach for staff to raising concerns
- An integrated approach to agreeing service and individual objectives and personal development plans including agreeing and monitoring mandatory training requirements
- An integrated approach to records management
- Responsibility for employing staff, ensuring that employment checks are done and checking that staff appropriately registered on an ongoing basis are clear between organisations
- An integrated approach to staff induction

Patient Focus

- Integrated approach to obtaining consent to treatment and to use of confidential information
- Integrated approach to providing information to those with language or communication support needs
- Integrated approach to patient information confidentiality
- Integrated approach to complaints and learning from them
- Ensuring that patients nutritional, personal and clinical dietary requirements are met
- Integrated approach to providing information to patients about the service and the care and treatment they receive

Accessible and Responsive care

- Integrated approach to carer and user involvement

Care environment and amenities

- Integrated approach to creating a safe, secure and clean environment which ensures that all staff receive relevant information and can raise concerns

Public Health

- Integrated approach to identified public health priorities including health promotion and disease/disorder prevention
- An integrated approach to emergency situations and major incidents

The Constitution was adopted on the date mentioned above by:

Signed:…….

Chief Executive
on behalf of the Selby and York Primary Care Trust

Signed:…….

Director of Housing and Adult Social Services
on behalf of the City of York Council

Signed:……..

Neil Revely, Assistant Director, Adult and Community Services
on behalf of North Yorkshire County Council