DATED

1 April 2019 to 31 March 2020

SECTION 75 AGREEMENT

between

PETERBOROUGH CITY COUNCIL (1)

and

CAMBRIDGESHIRE AND PETERBOROUGH NHS FOUNDATION TRUST (2)

CONTENTS

CLAUSE

SCHEDULE

This Agreement is dated **1st April 2019**

Between

(1) **PETERBOROUGH CITY COUNCIL** of Town Hall, Bridge Street, Peterborough PE1 ("**Authority"**),

(2) **CAMBRIDGESHIRE AND PETERBOROUGH NHS FOUNDATION TRUST** of Elizabeth House, Fulbourn Hospital, Cambridge CB21 5EF ("**NHS Body**")

each a **"Party"** and together the **"Parties".**

BACKGROUND

(A) Section 75 of the National Health Service Act 2006 contains powers enabling local authorities to exercise various NHS functions and NHS bodies (as defined in section 275 of the NHS Act 2006) to exercise certain local authority functions. The Parties are entering into this Agreement in exercise of those powers under and pursuant to the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (*SI 2000/617*) (the **"Regulations"**).

(B) The Partners are committed to better integration of the Services and the NHS functions, and therefore wish to enter into the arrangements under this Agreement.

(C) The purpose of this Agreement is to provide a framework under which the Authority shall delegate to the NHS Body the exercise of its functions in relation to the provision of the Services to the Resident Population as specified in Schedule 2.

(D) This Agreement provides the framework within which the Parties will work together to achieve the Aims and Outcomes.

Agreed terms

1. DEFINITION AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

Adult: means Service Users for whom the Authority have funding responsibility.

Agreement: this Agreement between the Authority and the NHS Body comprising these terms and conditions together with all Schedules attached to it.

Aims and Outcomes: the objectives of the Parties, setting out how the Partnership Arrangements are likely to lead to an improvement in the way the Services are exercised via the development of an Integrated Care Service, as described in Schedules 1 and 2.

AMHP: means the Approved Mental Health Professional

Annual Development Plan: has the meaning set out in clause 7.

Authorised Officers: means the Authority's Authorised Officer and the NHS Body's Authorised Officer.

Authority Health and Social Care Related Functions: means those functions delegated from the Authority to the NHS Body to allow the NHS Body to provide the Services as detailed in Part 1A of Schedule 2.

Authority's Authorised Officer: Executive Director People and Communities, Cambridgeshire County Council and Peterborough City Council.

Authority's Financial Contribution: the Authority's financial contribution for the relevant Financial Year. The Authority's Financial Contribution for the First Financial Year is set out in Schedule 3.

Business Day: means any day other than Saturday, Sunday, a public or bank holiday in England.

Care Act: means the Care Act 2014.

CAET (Care Act Eligibility Threshold): means the threshold for the provision of mental health and social care services determined by the Authority in accordance with the Care Act.

Change in Law: a change in Law that impacts on the Partnership Arrangements, which comes into force after the Commencement Date.

CHC: means Continuing Health Care.

Commencement Date: 1st April 2019**.**

Complaints Regulations: means the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

Controller: has the meaning given in the Data Protection Legislation.

CPA: means the Care Programme Approach.

CQC: means the Care Quality Commission.

CTO: means a Community Treatment Order.

Data Protection Legislation: means all applicable data protection and privacy Law (including the GDPR, the LED and the DPA 2018) and any relevant national implementing Laws and regulatory requirements, as amended from time to time, to which the Parties are subject, and any related guidance or codes of practice issued by the relevant supervisory authorities.

Data Protection Impact Assessment: means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Officer: has the meaning given in the Data Protection Legislation.

DPA 2018: the Data Protection Act 2018.

Data Loss Event: means any event that results, or may result, in unauthorised access to Personal Data held by the NHS Body under the Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Agreement, including any Personal Data Breach.

Data Subject: has the meaning given in the Data Protection Legislation.

Data Subject Request: means a request made by, or on behalf of, a Data Subject to exercise the Data Subject's rights under the Data Protection Legislation.

Dispute Resolution Procedure: the procedure set out in clause 34.

EIR: means the Environmental Information Regulations 2004 (*SI2004/3391*).

Exit Strategy: means the strategy to be provided to the Authority by the NHS Body in accordance with clause 35.5.

Financial Year: 1 April to 31 March.

First Financial Year: 1st April 2019 to 31st March 2020.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation.

FOI Request: means any request for information made to either Party under the FOIA (including in relation to any of the matters hereunder).

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679).

Host Partner: the host partner for the Services under this Agreement or the host partner for any functions as detailed within any of the Previous Section 75 Agreements, as appropriate.

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the 31st March 2021**.**

Insurance Protocol: means the insurance protocol agreed between local authorities and NHS bodies in operating partnership arrangements under section 75 of the NHS Act 2006.

Integrated Care Service: means that part of the Services combining Mental Health Social Care Services and Social Care Services that aims to meet the health and social care needs of an individual in a seamless and well co-ordinated way, operating out of single premises, using single patient/Service User records, with single intake/duty systems.

JCT: means the Joint Commissioning Tool.

Law: any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body.

LED: the Law Enforcement Directive (Directive (EU) 2016/680).

MCA 2005: means the Mental Capacity Act 2005;

Mental Health Social Work Services: that part of the Services dealing with mental health social care to be delivered by or on behalf of the Parties under this Agreement, as more particularly described in Schedule 2.

MHA 1983: means the Mental Health Act 1983 (as amended by the Mental Health Act 2007).

NHS Body's Authorised Officer: [*Chief Executive Officer, CPFT*.

NHS Health Related Functions: means those Services detailed in Part 2 of Schedule 2.

Partnership Arrangements: the arrangements made between the Parties under this Agreement.

Personal Data: has the meaning given in the Data Protection Legislation.

Personal Data Breach: has the meaning given in the Data Protection Legislation.

Personal Data Instructions: means the Authority's Personal Data Instructions set out in Section 25 and 25A].

Pre-Existing Contracts: means those Authority contracts in place at the Commencement Date which the NHS Body will need to utilise in providing the Services.

Previous Section 75 Agreements: previous agreements entered into by the Parties or their predecessor bodies under section 75 NHS Act 2006 or the Health Act 1999.

Processor: has the meaning given in the data Protection Legislation.

Protective Measures: means appropriate technical and organisational measures, which may include: pseudonymising and encrypting Personal Data, and which shall (i) ensure confidentiality, integrity, availability and resilience of systems and services; (ii) ensure that availability of and access to Personal Data can be restored in a timely manner after an incident; and (iii) include the requirement regularly to test, assess, re-evaluate and update the effectiveness of appropriate technical and organisational measures for the security of processing (Provided That the NHS Body shall notify the Authority of such updates and changes).

Quarter: one of the following periods in each Financial Year:

a) 1 April to 30 June;

b) 1 July to 30 September;

c) 1 October to 31 December; and

d) 1 January to 31 March.

Regulatory Body: those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Parties.

Representative: a Party's employee, agent or subcontractor and any employee of the other Party who is seconded to the Party and is acting in accordance with the Party's instructions.

Request for Information: a request for Information or an apparent request under the Code of Practice on Access to Government Information, FOIA or EIR.

Resident Population: means those Service Users who are resident within the Authority's area of responsibility.

Section 75 Review Board: means the board set up by the Parties in accordance with clause 17 and Schedule 4.

Service Provider: a third-party provider of any of the Services, as commissioned by the NHS Body or the Authority before the Commencement Date or the NHS Body from the Commencement Date.

Service Users: means Adults aged 18 years and over who are eligible to receive the Services, as more particularly described in Schedule 2.

Services: the Mental Health Social Work Services, the Social Care Services and the Integrated Care Services to be delivered by or on behalf of the Parties under this Agreement, as more particularly described in Schedule 2.

Social Care Services: that part of the Services dealing with social care to be delivered by or on behalf of the Parties under this Agreement, as more particularly described in Schedule 2.

Sub-processor: means any third party appointed to process Personal Data on behalf of the NHS Body pursuant to the Agreement.

Term: the period of the Initial Term as may be varied by:

a) any extensions to this Agreement that are agreed under clause 3; or

b) the earlier termination of this Agreement in accordance with its terms.

VAT Guidance: the guidance published by the Department of Health entitled "VAT arrangements for Joint NHS and Local Authority Initiatives including Disability Equipment Stores and Welfare- Section 31 Health Act 1999" as amended or replaced from time to time.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4 Words in the singular include the plural and vice versa.

1.5 A reference to one gender includes a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to **writing** or **written** includes faxes and e-mail.

1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

1.10 References to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and shall continue for the Term.

3. EXTENDING THE INITIAL TERM

The Parties may extend this Agreement beyond the Initial Term for a further period of one (1) years (and annually thereafter) on varied terms as they agree, subject to approval of the Parties' boards.

4. PARTNERSHIP ARRANGEMENTS

4.1 The Parties enter into these Partnership Arrangements under section 75 of the NHS Act 2006 to provide integrated health and social care services to better meet the needs of the Service Users of the Resident Population than if the Parties were operating independently.

4.2 The purpose of this Agreement is to specify the conditions by which the NHS Body (or its successor body) shall take the lead for providing the Services to the Resident Population and to document the accountability arrangements governing the same.

4.3 The specific Aims and Outcomes of the Partnership Arrangements are described in Schedule 1.

4.4 From the Commencement Date, any Previous Section 75 Agreements are replaced by the provisions of this Agreement.

4.5 The Partnership Arrangements shall comprise:

(a) the delegation by the Authority to the NHS Body of the Authority Health and Social Care Related Functions, so that it may exercise the Authority Health and Social Care Related Functions and act as provider of the Services described in Schedule 2**;** and

(b) the establishment of the Authority's Financial Contribution for the Services.

4.6 The NHS Body shall host and provide the financial administrative systems for the Authority's Financial Contribution.

4.7 The NHS Body shall appoint a manager, who shall be responsible for:

(a) managing the Authority's Financial Contribution on behalf of the Parties;

(b) managing expenditure from the Authority's Financial Contribution within the budgets set by the Parties and in accordance with the Annual Development Plan; and

(c) submitting quarterly reports and an annual return to the Parties, to enable them to monitor the success of the Partnership Arrangements.

4.8 In accordance with Regulation 4(2) of the Regulations, the Parties have carried out a joint consultation on the proposed Partnership Arrangements with Service Users, and other individuals and groups who appear to them to be affected by the Partnership Arrangements.

4.9 Nothing in this Agreement shall prejudice or affect:

(a) the rights and powers, duties and obligations of the Parties in the exercise of their functions as public bodies or in any other capacity;

(b) the powers of the Authority to set, administer and collect charges for any Authority Health-Related Function; or

(c) the Authority's power to determine and apply eligibility criteria for the purposes of assessment under the Community Care Act 1990.

5. DELEGATION OF FUNCTIONS

5.1 For the purposes of the implementation of the Partnership Arrangements, the Authority hereby delegates the exercise of the Authority Health and Social Care Related Functions to the NHS Body to act as lead commissioner of the Services for the provision of safeguarding, assessment (under both the Mental Capacity Act and the Care Act), care and support planning for Adults with (and carers of Adults with):

(i) severe and enduring mental health problems within the threshold of the CPA; and/or

(ii) mental health problems who meet the CAET but not CPA thresholds; and/or

(iii) mental health problems who require signposting and/or information advice but do not meet either the CAET or CPA thresholds;

5.2 Additional services may be brought within the scope of this Agreement during the Term by agreement.

6. SERVICES

6.1 The NHS Body is the Host Partner for the Partnership Arrangements, and agrees to act as provider of all of the Services listed in clause 5.1 and all of the Services set out in Schedule 2.

6.2 The NHS Body shall provide the Services or procure that they are provided (and shall be accountable to the Authority for the same) for the benefit of Service Users:

(a) to ensure the proper discharge of the Parties respective duties and obligations;

(b) with reasonable skill and care, and in accordance with best practice guidance;

(c) in all respects in accordance with the Aims and Outcomes, the performance management framework, the provisions of this Agreement, and the Authorities' applicable policies;

(d) in accordance with its rules on contracting; and

(e) in accordance with all applicable Law.

7. ANNUAL DEVELOPMENT PLAN

7.1 The Parties shall prepare an Annual Development Plan for each element of the Services at least four (4) weeks before the start of the Financial Year. The Annual Development Plan shall:

(a) set out the agreed Aims and Outcomes for the specific Services;

(b) describe any changes or development required for the specific Services and how those changes will be delivered;

(c) provide information on how changes in funding or resources may impact the specific Services; and

(d) include details of the estimated Authority's Financial Contribution due from the Authority for each Service.

7.2 The Annual Development Plan shall commence on 1 April at the beginning of the Financial Year and shall continue for twelve (12) months.

7.3 The Annual Development Plan may be varied by written agreement between the Parties. Any variation that increases or reduces the number or level of Services in the scope of the Agreement may require the Parties to make corresponding adjustments to the Authority's Financial Contribution.

7.4 If the Parties cannot agree the contents of the Annual Development Plan, the matter shall be dealt with in accordance with clause 34. Pending the outcome of the dispute resolution process or termination of the Agreement under clause 35, the Authority shall make available an amount equivalent to the Authority's Financial Contribution for the previous Financial Year.

8. PERFORMANCE MANAGEMENT

The Parties shall adhere to the performance management framework set out in Schedule 5.

9. FINANCIAL CONTRIBUTIONS

9.1 The Authority shall pay the Authority's Financial Contribution to the NHS Body to manage in accordance with this Agreement and the Annual Development Plan.

9.2 The Authority's Financial Contribution for the First Financial Year is set out in Schedule 3.

9.3 The NHS Body shall invoice the Authority monthly in advance during the Term for that part of the Authority's Financial Contribution required to pay for the Services provided. All invoices received from the NHS Body will be paid by the Authority in accordance with its normal payment terms.

9.4 The NHS Body acknowledges that it has no direct control over the Authority's Financial Contribution and that this will be set and agreed outside the terms of this Agreement. The NHS Body will deliver the Services in accordance with the

Authority's Financial Contribution. The Authority shall inform the NHS Body of the Authority's Financial Contribution for the following Financial Year by 31 March.

9.5 The Authority's Financial Contribution is deemed to include the sums it may recover from the Service Users, irrespective of whether they are actually recovered. The Parties shall contribute all grants or other allocations that are intended to support the provision of the Services.

9.6 The Parties agree to adopt "Partnership Structure (a)" as described in the VAT Guidance through which the Parties agree that goods and services will be purchased in accordance with the Authority's VAT regime and reimbursed from the Parties' financial contributions.

10. OVERSPENDS AND UNDERSPENDS

10.1 The NHS Body shall use its best endeavours to arrange for the discharge of the Authority Health and Social Care Related Functions and provision of the Services within the Authority's Financial Contribution available in each Financial Year.

10.2 The NHS Body shall make the Authority aware of any potential overspend as soon as it becomes aware of this possibility. The NHS Body will highlight reasons for the overspend, both current and projected, and take immediate action to bring the Authority's Financial Contributions back to balance.

10.3 If having taken action to address the cause of the overspend, the NHS Body deems that it is not possible to address it from with the Authority's Financial Contribution without significant risk to service users/carers/outcomes, the Authority will work with the NHS Body to determine whether alternative action can be taken or whether resources can be from other parts of the Section 75 Agreement. If the Head of Service (MH Commissioning) finds that there is significant risk to service users/carers/outcomes/the discharge of the Authority's statutory responsibilities which can only be addressed with additional funding, the Head of Service (MH Commissioning) will agree to additional investment.

10.4 The NHS Body shall make the Authority aware of any potential underspend in relation to the Authority's Financial Contribution, prior to the end of the Financial Year. The NHS Body shall highlight reasons for the underspend and identify any part of that underspend which is already contractually committed.

10.5 The benefit of any underspend at the end of the Financial Year or on termination or expiry of this Agreement (whichever is appropriate) shall be returned to the Authority.

10.6 The Parties acknowledge and agree that Services provided pursuant to section 117 MHA 1983 are funded jointly by the "Clinical Commissioning Group" and the Authority, and the Parties further acknowledge and agree that, in the event that a Service User, who is eligible to receive Services pursuant to section 117 MHA 1983, has had to pay for those Services themselves, such costs will be refunded to that Service User jointly by the Authority and CPFT on a 50:50 basis

11. NOT USED

12. SET UP COSTS

Each Party shall bear its own costs of the establishment of the Partnership Arrangements under this Agreement.

13. PREMISES

13.1 The NHS Body shall provide the Authority with accommodation and facilities in the NHS Body's premises for the Term as the Parties agree are required for the performance of the Services.

13.2 The Authority shall provide the NHS Body with accommodation and facilities in the Authority's premises for the Term as the Parties agree are required for the performance of the Services.

14. ASSETS

14.1 The Authority shall make available to the Partnership Arrangements any assets that the Parties agree are required for the performance of the Services.

14.2 The NHS Body shall make available to the Partnership Arrangements any assets that the Parties agree are required for the performance of the Services.

14.3 The provisions of clause 36 shall apply to the Parties assets on termination of this Agreement.

15. STAFFING

15.1 The Authority wishes to delegate the execution of its responsibility under the MHA 1983 for the provision of AMHP services to the NHS Body. The Authority agrees to continue the secondment arrangements of AMHP and other social work staff to the NHS Body which was originally established in the section 31 Partnership Agreement for Integrated Service Provision dated 28 March 2002 (as modified by the Deed of Variation dated 1 January 2005). The Authority remains the employer of those staff that are listed in Schedule 6 (the "**Seconded Staff**").

15.2 The NHS Body agrees to manage the Seconded Staff as set out in clause 15.1.

15.3 On termination of this Agreement the Seconded Staff shall return to their employment with the Authority.

16. CONTRACTS (PRE-EXISTING AND FUTURE)

16.1 The Authority appoints the NHS Body to act as agent for the Authority from the Commencement Date for any Pre-Existing Contracts.

16.2 The NHS Body shall enter into such contracts with third parties as it sees fit for the purpose of facilitating the discharge of the Authority Health and Social Care Related Functions and provision of the Services. The NHS Body shall ensure that all contracts entered into concerning the Authority Health and Social Care Related Functions and/or the Services are capable of assignment or novation to the Authority and any successor body.

17. GOVERNANCE

17.1 The Authority shall nominate the Authority's Authorised Officer, who shall be the main point of contact for the NHS Body and shall be responsible for representing the Authority and liaising with the NHS Body's Authorised Officer in connection with the Partnership Arrangements.

17.2 The NHS Body shall nominate the NHS Body's Authorised Officer, who shall be the main point of contact for the Authority and shall be responsible for representing the NHS Body and liaising with the Authority's Authorised Officer in connection with the Partnership Arrangements.

17.3 The Authorised Officers shall be responsible for taking decisions concerning the Partnership Arrangements, unless they indicate that the decision is one that must be referred to the Section 75 MH Governance Board.

17.4 The Parties shall each appoint officers to the Section 75 MH Governance Board in accordance with Schedule 4. The terms of reference of the Section 75 MH Governance Board are set out in Schedule 4.

18. QUARTERLY REVIEW AND REPORTING

18.1 The Parties shall carry out a quarterly review of the Partnership Arrangements within thirty (30) days of the end of each Quarter.

18.2 The manager of the Authority’s Financial Contribution shall submit a quarterly report to the Section 75 Review Board setting out:

(a) the performance of the Partnership Arrangements against the performance management framework in the preceding Quarter; and

(b) any forecast overspend or underspend of the Authority's Financial Contribution and the action taken to address this.

19. ANNUAL REVIEW

19.1 The Parties agree to carry out a review of the Partnership Arrangements within two (2) months of the end of each Financial Year (**Annual Review**), including:

(a) the performance of the Partnership Arrangements against the Aims and Outcomes;

(b) the performance of the individual Services against the service levels and other targets contained in the relevant contracts;

(c) plans to address any underperformance in the Services;

(d) actual expenditure compared with agreed budgets, and reasons for and plans to address any actual or potential underspends or overspends;

(e) review of plans and performance levels for the following year; and

(f) plans to respond to any changes in policy or legislation applicable to the Services or the Partnership Arrangements.

19.2 The NHS Body shall prepare an annual report following the Annual Review for submission to the Parties' respective boards.

20. VARIATIONS

This Agreement may be varied by the Parties at any time by agreement in writing in accordance with each Parties internal decision-making processes.

21. STANDARDS

21.1 The Parties shall collaborate to ensure that the Partnership Arrangements are discharged in accordance with:

(a) the service standards set out in Schedule 2 and Schedule 5;

(b) the prevailing standards of clinical governance and good social care practice;

(c) the Authority's standing orders; and

(d) the requirements specified by the Care Quality Commission and any other relevant external regulator.

21.2 The Parties shall develop operational guidance and procedures to reflect compliance with clause 21.

21.3 The Parties shall ensure that each employee is appropriately managed and supervised in accordance with all relevant prevailing standards of professional accountability.

22. HEALTH AND SAFETY

22.1 The NHS Body shall (and shall use reasonable endeavours to ensure its Representatives) comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Services and persons working on the Services.

22.2 The NHS Body shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974), together with related policies and procedures, are made available to the Authority on request.

22.3 The NHS Body shall notify the Authority if any incident occurs in the performance of the Services, where that incident causes any personal injury or damage to property that could give rise to personal injury.

23. EQUALITY DUTIES

23.1 The Parties acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.

23.2 The NHS Body agrees to adopt and apply policies in its carrying out of the Authority Health and Social Care Related Functions and/or the Services, to ensure compliance with their equality duties.

23.3 The NHS Body shall take all reasonable steps to secure the observance of clause 23 by all servants, employees or agents of the NHS Body and all contractors employed in delivering the Services described in this Agreement.

24. FREEDOM OF INFORMATION

24.1 The Parties are both public bodies and are subject to the FOIA and EIR. In compliance with the FOIA and EIR the Parties agree that requests for Information under the FOIA and the EIR shall be dealt with in accordance with clause 24.2 below.

24.2 Upon receipt of a request for Information by a Party (the "**Receiving Party**"), that Party shall be responsible for replying to the request for Information, but:

(a) if the request for Information relates solely to Information the Receiving Party does not have and which is owned by the other Party to the Agreement, the request for Information shall be transferred to the other Party within two (2) Business Days; and

(b) if the request for Information relates to Information being held by one Party on behalf of the other Party, the Parties shall consult on the request for Information but the responsibility for responding to the request for Information shall remain with the Receiving Party.

25. DATA PROTECTION

25.1 The Parties shall observe all of their obligations under the Data Protection Legislation that arise in connection with the Services.

25.2 The Parties shall ensure that Personal Data is safeguarded at all times in accordance with the Law, which will include without limitation obligations to:

(a) have a "Caldicott Guardian", as defined by the Local Authority Circular LAC 2002/2, in this case the NHS Body's nominated information governance lead, able to communicate with the Authority, who shall take the lead for information governance and from whom the Authority shall receive regular reports on information governance matters, including but not limited to details of all incidents of data loss and breach of confidence;

(b) (where transferred electronically) only transfer essential data that is (i) necessary for direct Service User care; and (ii) encrypted to the higher of the international data encryption standards for healthcare (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes);

(c) have policies which are rigorously applied that describe individual personal responsibilities for handling Personal Data;

(d) have agreed protocols for sharing Personal Data with other NHS and non-NHS organisations; and

(e) perform an annual information governance self-assessment.

25.3 The Parties acknowledge that for the purpose of the Data Protection Legislation, the Authority is the Controller and the NHS Body is the Processor. The only processing of Personal Data that the NHS Body is authorised to do in connection with the performance of this Agreement is listed in the Personal Data Instructions and may not be determined by the NHS Body.

25.4 The NHS Body shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

25.5 The NHS Body shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment that arises in connection with the Agreement. Such assistance may, at the discretion of the Authority:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects (including the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed); and

(d) the measures (including Protective Measures) envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

25.6 The NHS Body shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:

(a) process that Personal Data only in accordance with the Personal Data Instructions and other reasonable written instructions notified to it in advance by the Controller, unless the NHS Body is required to do otherwise by Law. If it is so required the NHS Body shall promptly notify the Authority before processing the Personal Data unless prohibited from doing so by Law.

(b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures) having taken account of:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss event;

(iii) state of technological development; and

(iv) cost of implementing any measures.

(c) ensure that:

(i) the NHS Body Representatives do not process Personal Data except in accordance with this Agreement (and in particular the Personal Data Instructions) and are limited to such persons only as are required to

access the Personal Date for the purposes of its processing in accordance with the Agreement;

(ii) it takes all reasonable steps to ensure the reliability and integrity of any NHS Body Representatives who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the NHS Body's duties under this clause 25;

(B) are subject to appropriate confidentiality undertakings with the NHS Body or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Date to any third party unless directed in writing to do so by the Authority or as otherwise permitted hereunder; and

(D) have undergone adequate training in the use, care, protection, sharing and handling of Personal Data.

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions have been fulfilled:

(i) the NHS Body has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Articles 46-49 or LED Article 37) as determined by the Authority;

(ii) the NHS Body complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assists the Authority in meeting its obligations); and

(iii) the NHS Body complies with any reasonable instructions notified to it in advance by the Authority with respect to any such proposed transfer of the Personal data;

(e) return all Personal Data to the Authority, and securely destroy or wipe all copies of it held by the NHS Body, within two (2) months of the termination of the Agreement, or earlier if requested to do so in writing by the Authority, unless the NHS Body is required by Law to retain the Personal Data. The NHS Body shall send a written notice to the Authority (marked for the attention of the Data Protection Officer) confirming that Personal Data has been returned (with all copies securely destroyed or wiped) within such two (2) month period or earlier return as the Authority may have required, or that the NHS Body is required by Law to retain the Personal Data, in which case the NHS Body shall provide exact details of the Personal Data which the Processor is required to retain by Law and the legal basis for such retention.

25.7 Subject to clause 25.8, the NHS Body shall notify the Authority immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a FOI Request in relation to either Party's obligations hereunder and/or under the Data Protection Legislation;

(c) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Agreement;

(d) receives a request from any third party for disclosure of Personal Data; or

(e) becomes aware of a Data Loss Event.

25.8 The NHS Body's obligation to notify under clause 25.7 shall include the provision of further information to the Authority in phases, as soon as details become available.

25.9 Taking into account the nature of the processing, the NHS Body shall provide the Authority with prompt and full assistance in relation to either Party's obligations under Data Protection Legislation and the matters referred to under clause 25.7 including any complaint, communication or request or data Loss event (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

(a) the Authority with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Authority (including in relation to appropriate technical and organisational measures) to enable the Authority to comply with a Data Subject Request, within the relevant timescales set out in the Data Protection Legislation;

(c) the Authority, at its request, with any Personal Data it holds in relation to the Data Subject;

(d) assistance as requested by the Authority following any Data Loss Event;

(e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office or other supervisory authority, or any consultation by the Authority with the Information Commissioner's Office or other supervisory authority.

25.10 The NHS Body shall maintain complete and accurate written or electronic records and information in relation to all the processing it carries out hereunder in accordance with Data Protection Legislation and shall immediately make the same available for inspection upon request by the Controller or a supervisory authority in relation to any of the matters referred to in clause 25.7, and in all other cases, no later than ten (10) Business Days after being requested by the Authority to do so.

25.11 The NHS Body shall allow for audits of its processing of Personal Data activities by the Authority or the Authority's designated auditor upon reasonable notice by the Authority and (without prejudice to the provisions for earlier access referred to in clause 25.10 in relation to matters referred to in clause 25.7) in any event no later than ten (10) Business Days after being requested by the Authority to do so.

25.12 The NHS Body shall designate a data protection officer if required by the Data Protection Legislation. If no data protection officer is required by the Data Protection Legislation, the NHS Body shall, upon signature hereof by the Parties, provide the name, office, contact address, e-mail address and telephone number of a duly authorised officer, who shall act as the NHS Body's representative and contact in relation to all Data Protection Legislation matters arising in relation to the Agreement.

25.13 The NHS Body shall not engage a Sub-processor to process any Personal Data related to the Agreement, without first obtaining the prior written authorisation of the Authority. If the NHS Body wishes to engage such Sub-processor it must first:

(a) notify the Authority in writing of the intended Sub-processor and processing; and

(b) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require; and

(c) obtain the prior written consent of the Authority.

If and subject to the Authority giving its prior written authorisation to the appointment of such Sub-processor, the NHS Body shall enter into a binding written agreement with the Sub-processor which gives effect to the terms set out in this clause 25 and will not allow the Sub-processor to process any Personal Data related to this Agreement before it has done so.

25.14 The NHS Body shall remain fully liable for all acts and omissions of any Sub-processor.

25.15 The Council may elect, at any time (on not less than thirty (30) Business Days' notice), to revise the provisions of this clause 25 (and relevant related definitions) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme, referred to in the Data Protection Legislation, and upon receiving such notice, the NHS Body agrees that it shall accept and be bound by the same.

25.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than thirty (30) Business Days' notice to the NHS Body amend the Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office or applicable replacement or alternative supervisory authority (as defined in the GDPR).

The Parties shall share information about Service Users to improve the quality of care and enable integrated working. The Parties shall adhere to the provisions of clauses 25 and 25A when sharing information under this Agreement.

25A INFORMATION SHARING

25A1 The Parties shall only share information between them that is necessary to fulfil their respective obligations under this Agreement to support delivery of the Integrated Care Service.

25A2 At the point of referral, the NHS Body shall provide the Service User with an information leaflet explaining the Integrated Care Service and the opt out process. The NHS Body shall ensure that Service Users understand:

(a) who their personal information will be shared with;

(b) what of their personal information will be shared; and

(c) why their personal information is being shared.

25A3. The NHS Body shall record a Service Users consent on the NHS Body's individual Service Users electronic health record. The NHS Body shall be responsible for ensuring that each Service Users electronic health record is up to date and accurate at all times.

25A4. The NHS Body shall inform Service Users that they have the right to opt out of sharing further information at any point in time, although where such a decision may have an adverse impact on the Services that the Service User will receive, the NHS Body must make the Service User aware of this.

25A5. The Parties acknowledge the common law duty of confidentiality and the right of Services Users to give, or refuse to give, consent with regard to the sharing of their information.

25A6. The Parties acknowledge that in certain circumstances information can be shared without seeking the Service Users consent. They are:

(d) where the information is required to be shared by Law;

(e) where there is a need to act promptly to deal with immediate serious risk;

(f) where there is a need to protect children and/or Adults from risk;

(g) where there is a risk of harm to others; and

(h) where there is an emergency and immediate action is required to preserve life.

25A8. Subject to the provisions of clause 25A9, if a Service Users information has been shared without consent pursuant to the provisions of clause 25A6, then the NHS Body shall ensure that this is clearly documented on the Service Users health record including the fact that the Service User has been informed of the reasons for doing so and with whom the information has been shared.

25A9. If the act of informing a Service User that their personal information will be shared would itself result in an unacceptable risk then such information can be shared without informing the Service User provided that the Service User is informed as soon as the NHS Body deems it safe to do so.

26. HEALTH AND SOCIAL CARE RECORDS

26.1 The Authority shall make available to the NHS Body its current and archived Service User files from the Commencement Date. The NHS Body shall hold, and be responsible for maintaining and the safekeeping of the Service User files for the Term, in accordance with Data Protection Legislation.

26.2 The NHS Body shall be responsible for facilitating Service Users in accessing their Personal Data under the Data Protection Legislation.

27. CONFIDENTIALITY

27.1 The Parties agree to keep confidential all documents relating to or received from the other Party under this Agreement that are labelled as confidential.

27.2 Where a Party receives a request to disclose Information that the other Party has designated as confidential, the receiving Party shall consult with the other Party before deciding whether the Information is subject to disclosure.

28. AUDIT

28.1 The NHS Body shall arrange for the audit of the accounts of the Authority's Financial Contributions in accordance with its statutory audit requirements.

28.2 The NHS Body shall provide to the Authority any reports required concerning the Services on reasonable notice.

28.3 The Parties shall co-operate in the provision of Information, and access to premises and staff, to ensure compliance with any statutory and/or internal inspection requirements, or other monitoring or scrutiny functions. The Parties shall implement recommendations arising from these inspections, where appropriate.

29. INSURANCE

29.1 The Parties shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.

29.2 The Parties shall co-operate with each other in the defence of any claim arising under this Agreement using the Insurance Protocol as guidance.

29.3 Each Party shall be responsible for insuring the premises and assets it contributes to the Partnership Arrangements.

30. INDEMNITIES

Each Party (**Indemnifying Party**) shall indemnify and keep indemnified the other Party (**Indemnified Party**) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, the Indemnifying Party's employees, or any of its Representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the Indemnified Party or its Representatives.

31. LIABILITIES

31.1 Subject to clause 31.2, neither Party shall be liable to the other Party for claims by third parties arising from any acts or omissions of the other Party in connection with the Services before the Commencement Date.

31.2 Liabilities arising from Services provided or commissioned under the Previous Section 75 Agreements shall remain with the Host Partner for the Service under the relevant agreement.

31.3 Each Party shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party under this Agreement.

32. COMPLAINTS AND INVESTIGATIONS

32.1 The NHS Body shall endeavour to resolve complaints it receives about the Services through its own complaint procedures. It shall publicise the existence of a complaints procedure to those who have a right to complain and ensure the complainants who receive the Services are informed of their right to complain to the Authority under the Complaints Regulations if they are not satisfied with the NHS Body’s response.

32.2 If Service Users make complaints directly to the Authority, the Authority shall deal with those complaints in accordance with the Complaints Regulations.

32.3 Where a complaint is formally investigated by the Authority under the Complaints Regulations, the NHS Body shall provide all necessary assistance with the complaints investigation, including the sharing of all information that the Authority requests to enable it to investigate the complaint. The response to such a complaint shall be agreed between the Parties. If there is a disagreement which cannot be resolved, the

complainant shall be informed of both the Authority's and the NHS Body's response, and (as in all other cases) shall be notified of the right to take the complaint to the complaints review panel arranged by the Authority.

32.4 The Parties shall review these arrangements if there are any changes to the Complaints Regulations with the aim of moving as close as is permitted by guidance and regulations to a fully integrated process for handling all complaints about the Services.

32.5 The Parties shall each fully comply with any investigation by the Ombudsman, including providing access to Information and making staff available for interview.

32.6 Where there is a finding of mal-administration by an Ombudsman in respect of the Services provided by the Parties under this Agreement after the Commencement Date, save where that Ombudsman finds that the Authority's negligence including breach of duty (statutory or otherwise) is the cause, the NHS Body shall be exclusively responsible for meeting any request for payment of compensation.

32.7 Quarterly reports regarding comments, complaints and compliments will be provided as part of the performance management framework.

33. HEALTHWATCH

33.1 The Parties shall promote and facilitate the involvement of Service Users, carers and members of the public in decision-making concerning the Partnership Arrangements.

33.2 The NHS Body shall ensure the effective discharge of its obligations in the establishment of local HealthWatch.

33.3 The NHS Body shall ensure its contracts with Service Providers require co-operation with Local HealthWatch as appropriate.

34. DISPUTE RESOLUTION

34.1 The members of the Section 75 Review Board shall use their best endeavours to resolve disputes arising out of this Agreement.

34.2 If any dispute referred to the Section 75 Review Board is not resolved within fourteen (14) days, either Party, by notice in writing to the other, may refer the dispute to the chief executives (or equivalent) of the Parties, who shall co-operate in good faith to resolve the dispute as amicably as possible within seven (7) days of service of the notice.

34.3 If the chief executives (or equivalent) fail to resolve the dispute in the allotted time, the Parties shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**"CEDR"**). Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation a Party must give notice in writing (**"Dispute Notice"**) to the other Party to the dispute requesting a mediation. The mediation shall start not later than twenty-eight (28) days after the date of the Dispute Notice.

34.4 Any dispute not resolved within a reasonable time in accordance with clause 34.3 which arises or occurs between the Parties in relation to any thing or matter arising out of or in connection with this Agreement shall be finally settled by arbitration by one (1) arbitrator appointed in default of agreement between the Parties by the President or Vice President, for the time being, of the Chartered Institute of Arbitrators.

34.5 Either Party may refer a dispute for arbitration at any time and the commencement of mediation shall not prevent the Parties commencing or continuing any arbitration proceedings.

34.6 This clause 34 shall not prevent either Party from seeking injunctive relief at any time during the Term (regardless of whether the Dispute Resolution Procedure set out in this clause 34 has been exhausted or not) in the case of any breach or threatened breach by the other Party of any obligation under this Agreement.

35. TERMINATION

35.1 Without prejudice to other rights and remedies at law, and unless terminated under clause 35.2 or 35.3, either Party may terminate this Agreement at any time by giving six (6) months' written notice to the other Party.

35.2 Subject to clause 35.3, either Party may terminate this Agreement at any time by giving six (6) months' written notice to the other Party, if for budgetary reasons:

(a) in the case of the Authority, it is no longer able to make the Authority's Financial Contribution or otherwise contribute sufficient resources to the Partnership Arrangements (or any part of them); or

(b) in the case of the NHS Body, it is of the reasonable opinion that in light of the Authority's proposed Authority's Financial Contribution the Partnership Arrangements (or any part of them) are no longer viable.

35.3 Either Party (for the purposes of this clause 35.3, the **First Party**) may terminate this Agreement with immediate effect by the service of written notice on the other Party (for the purposes of this clause 35.3, the **Second Party**) in the following circumstances:

(a) if the Second Party is in breach of any material obligation under this Agreement, provided that, if the breach is capable of remedy, the First Party may only terminate this Agreement under clause 35.3, if the Second Party has failed to remedy the breach within twenty-eight (28) days of receipt of notice from the First Party (**Remediation Notice**) to do so;

(b) there is a Change in Law that prevents either Party from complying with its obligations under this Agreement;

(c) its fulfilment of its obligations would be in contravention of any applicable guidance from the UK Government issued after the Commencement Date;

(d) its fulfilment would be ultra vires; or

(e) following a failure to resolve a dispute under clauses 34.1 and 34.2.

35.4 The provisions of clause 36 shall apply on termination of this Agreement.

35.5 The NHS Body shall support and assist the Authority in managing the smooth and timely transition of the Services in respect of the expiry or termination of the Agreement, by providing all necessary resources, records and information relating to the Services and/or handing over Services to the Authority or any replacement provider of the Services. The NHS Body shall also provide a detailed exit plan (the **"Exit Strategy"**) to the Authority at least three (3) months prior to the expiry of the Agreement, for the Authority's approval.

36. CONSEQUENCES OF TERMINATION

36.1 On the expiry of the Term, or if this Agreement is terminated for any reason:

(a) the Parties will comply with the Exit Strategy;

(b) premises and assets shall be returned to the contributing Party in accordance with the terms of their leases, licences or agreed schedule of condition;

(c) assets purchased from the Authority's Financial Contributions shall be disposed of by the NHS Body and the proceeds of sale allocated according to the Authority;

(d) contracts entered into by the NHS Body concerning the Authority Health and Social Care Related Functions and/or the Services shall be novated to the Authority and the Authority shall accept the novation; and

(e) the NHS Body shall transfer to the Authority all records in its possession relating to the Authority Health and Social Care Related Functions and the Services.

36.2 Overspends on termination of the Agreement shall be dealt with in accordance with clause 10.3.

36.3 Subject to clause 36.4, underspends on termination of the Agreement shall be dealt with in accordance with clause 10.5.

36.4 The provisions of the following clauses shall survive termination or expiry of this Agreement:

(a) clause 24;

(b) clause 25;

(c) clause 26;

(d) clause 28;

(e) clause 30;

(f) clause 31; and

(g) clause 36.

37. PUBLICITY

37.1 The Parties shall use reasonable endeavours to consult one another before making any press announcements concerning the Services or the discharge of either Party's obligations under this Agreement.

37.2 All stationery, publications and liveries used by the NHS Body with regard to this Agreement shall be designed in accordance with standards to be agreed with the Authority.

38. NO PARTNERSHIP

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

38.2 The provisions of the Partnership Act 1980 will not apply to this Agreement.

39. THIRD PARTY RIGHTS

No one other than a party to this Agreement (their successors and permitted assignees) shall have any right to enforce any of its terms.

40. NOTICES

40.1 Notices shall be in writing and shall be sent to the other Party marked for the attention of the chief executive (or equivalent) or another person duly notified by the Party for

the purposes of serving notices on that Party, at the address set out for the Party in this Agreement.

40.2 Notices may be sent by first class mail or facsimile transmission, provided that facsimile transmissions are confirmed within twenty-four (24) hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have been delivered seventy-two (72) hours after posting and correctly directed facsimile transmissions (sent via FAX Safe Haven) shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above. Emails shall be deemed to have been received instantaneously provided there is an email receipt from the receiver..

41. ASSIGNMENT AND SUBCONTRACTING

Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party.

42. SEVERABILITY

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

43. WAIVER

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

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

44. ENTIRE AGREEMENT

This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the Parties relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the Parties relating to that subject matter.

45. GOVERNING LAW AND JURISDICTION

Subject to clause 34, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales, and the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

46. FAIR DEALINGS

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

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1: AIMS AND OUTCOMES

The Aims and Outcomes of this Agreement are:

1. To provide a framework under which the Authority shall delegate to the NHS Body the exercise of its functions in relation to the provision of the Services to the Resident Population;
2. To specify the conditions by which the NHS Body (or its successor body) shall take the lead responsibility for providing the Services to the Resident Population; and
3. To describe the accountability arrangements that accompany the Partnership Arrangements.

In addition to the above, the Parties to this Agreement aim to secure better outcomes in respect of the Services for adults of all ages with mental health needs within the Resident Population. This is to be achieved in line with the Authority's responsibilities and vision for adult social care, and within the resources allocated by the Authority for this purpose. The Parties shall work together in the context of the strategic governance arrangements set out in Schedule 4 to ensure that the aims and objectives of the Agreement are met.

With the intention set out in the paragraph above, the Parties aim is to deliver integrated mental health through a combined health and social care service. This service will deliver assessment, treatment, care, and support services (including for carers) for those people experiencing emotional, psychological distress and mental ill health.

Schedule 2: SERVICES

Schedule 2 Part 1: DELEGATED FUNCTIONS

Schedule 2 Part 1A Authority Health and Social Care Related Functions

Means those of the health related functions of the Authority, specified in Regulation 6 of the Regulations that are relevant to the commissioning of the Services and which are further described below and in Part 2 of this Schedule 2:

All adult social care-related functions specified in Schedule 1 to the Local Authority Social Services Act 1970 so far as they relate to mental health services for adults of all ages (including the functions under the Care Act specified in Schedule 1 to the Local Authority Social Services Act 1970) except where prevented by statute, including:

i) Provision of Social Care Services for people with mental health problems including older people;

ii) Provision of the Authority's functions under the MHA 1983;

iii) Provision of the Authority's functions under the MCA 2005 and Deprivation of Liberty Duties for adults and older people;

iv) Assessment of need and care and support planning, monitoring and review of needs for community care services under the Care Act;

v) Personal budgets/direct payments, including undertaking assessments leading to the Authority making payments to individuals for purchasing community care services;

vi) Identifying carers and assessment of their needs in accordance with Authority policies i.e. either directly or via one of the carers' Services commissioned by the Authority;

vii) Assessment of ability of carers to provide care;

viii) Identifying the need for, and publishing information about Social Care Services, provision of certain services, and providing certain information to the Secretary of State;

ix) Working with people with mental health problems, carers and community/voluntary sector organizations to co-produce support and services;

x) Co-operation in relation to homeless people and people threatened with homelessness and people with drug and alcohol problems with mental health problems;

xi) Safeguarding Adults, including when not engaging;

xii) Support and advice to other services, including services for adults with learning disabilities and/or autism who have mental health needs;

Schedule 2 Part 1B NHS Health Related Functions

Means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the NHS Body as being relevant to the commissioning of the Services and which are described in Part 2 of this Schedule 2.

Schedule 2: PROVISION of MENTAL HEALTH SOCIAL WORK/SOCIAL CARE SERVICES

1. Overview

1.1 Summary

The Agreement relates to the need for social care assessment and support of adults with mental health problems living in Peterborough.

The NHS Body works within the framework of the Care Act and Care Programme Approach (CPA). However, the models in which Mental Health Social Work Services are provided differs in Peterborough and Cambridgeshire. Peterborough currently operates an *'aligned'* model whereas Cambridgeshire operates an *"integrated"* model of delivery with Social Workers being part of the multi-disciplinary team.

During the term of the Agreement, it is the intention of the Parties that action will be taken to reduce the variation in the models and reducing variation is one of the key principles that underpins this Agreement for both Peterborough and Cambridgeshire. This Schedule takes into account the fact that, at the Commencement Date of the Agreement, this process will only just have started. The work that will be undertaken to reduce variation will be undertaken in the context of the two other key principles that underpin the Agreement, namely:

1. Ensure that the responsibilities delegated to the NHS Body by PCC and CCC through their respective Agreements can be and are discharged in full including compliance with the Care Act.

2. Delivery of effective and efficient multi-disciplinary care that ensures that individual needs are met in a seamless way.

Therefore, a review of the effectiveness of the current models – in Peterborough and Cambridgeshire - will be undertaken in the first year of the Agreement. If a move towards a new delivery model is indicated a plan to transition to the new approach will be agreed and implemented. This workstream is included in the first year's Annual Development Plan.

The narrative that follows describes the Services as at the Commencement Date. This Schedule 2 will be amended when the work described above is completed.

1.2 The Care Act

The Care Act introduced a general duty on local authorities to promote an individual's 'wellbeing'. This means that they should always have a person's wellbeing in mind when making decisions about them or planning services. If the impact on an individual's wellbeing is significant then the eligibility criteria are likely to be met.

Wellbeing can relate to:

- Personal dignity (including treatment of the individual with respect);
- Physical and mental health and emotional wellbeing;
- Protection from abuse and neglect;
- Control by the individual over day-to-day life (including over care and support);
- Participation in work, education, training or recreation;
- Social and economic wellbeing;
- Domestic, family and personal relationships;
- Suitability of living accommodation; and
- The individual's contribution to society.

The core purpose of adult care and support is to help people to achieve the outcomes that matter to them in their life. It must focus on the needs and goals of the person concerned. Local authorities must promote wellbeing when carrying out any of their care and support functions in respect of a person. This may sometimes be referred to as 'the wellbeing principle' because it is a guiding principle that puts wellbeing at the heart of care and support. The wellbeing principle applies in all cases where a local authority is carrying out a care and support function, or making a decision, in relation to a person. It applies equally to adults with care and support needs and their carers.

1.3 The Care Programme Approach

The needs of adults with severe and/or complex mental health problems must be met using the multi-disciplinary Care Programme Approach which aims to ensure that care is co-ordinated effectively and therefore seamless[1].

1.4 Ethos

Services will be delivered to accord with the Authority's and the NHS Body's values as set out below:

[1] People managed under CPA are also managed within the context of the Care Act and the Human Rights Act.

Services will be responsive, flexible, accessible, inclusive, encompassing the principles of achieving recovery and social inclusion. They will promote independence by supporting people with mental health problems to gain employment and volunteer in their community and through short term interventions including reablement, rehabilitation, recovery or other preventative services. .

The vision for Adult Social Care across Cambridgeshire and Peterborough is that "**People are supported to remain as independent as possible in and by their communities"**. This means:

- A person centred approach where professionals work collaboratively with people to develop the knowledge, skills and confidence they need to more effectively manage and make informed decisions about their own care. Supporting people in a way that works for them. And treating people with dignity, compassion and respect.
- A more localised approach to supporting citizens, where people feel connected and able to help themselves and each other. Nurturing local interventions wherever possible. And recognising that everyone has something of value to contribute to the neighbourhood.
- Strength based conversations which focus on what the person can do for themselves using their own skills and experience; as well as the support that friends, family and the local community can offer.
- Focusing on early intervention and prevention, and maximising people's independence at every interaction. Working with people to plan for their future, to stay resilient and well connected.
- Delivering services for the future in an efficient and affordable way

People have better outcomes when they are supported to remain as independent as possible in and by their communities. Better outcomes influences the level of demand placed on our councils in a way that does not rely on cutting services or restricting access, and ultimately costs less. In addition, practice will aim to prevent the escalation of mental and physical health problems.

The NHS Body is expected to take into account the strategic objectives, priorities and outcomes defined by the Authority in delivery of assessment and support. These are updated from time to time and are published on the Authority's website.

The NHS Body shall work with the Authority to deliver the outcomes agreed by the Authority and NHS commissioners. Key indicators from existing adult social care and NHS data sets have

been selected based on an understanding of the things that are of the greatest importance to people with mental health problems which have informed the Adult Social Care Outcome Framework (ASCOF), The Five Year Forward View for Mental Health (2016), No Health without Mental Health (2016), the NHS Long Term Plan (2019) and other national strategy and policy documents which can be summarised as follows:

- I feel safe and secure;
- I have a safe home;
- I have meaningful occupation;
- I have friends and relationships; and
- My mental health has improved.

Services will be 'personalised', promote choice and control, dignity and respect and safeguard adults. This will require providing independent advice and information on the range of services provided by the statutory sector, independent sector and voluntary sector organisations and promoting the use of direct payments.

2. Specification of Services

2.1 Overview

The overall purpose of the Services is to provide a comprehensive, responsive, integrated, community focused mental health service. Mental Health Locality Teams (Adults) and Neighbourhood Teams (Older People) are the main vehicle for this. They are multi-disciplinary teams offering specialist assessment, treatment, care and support in their own homes in the community wherever possible. They provide a range of community-based health services in addition to social care. Access to the Services is through primary care, direct referral to the team or following admission to hospital. Involvement ranges from short-term treatment and care management to continuing care support over an extended period. Arrangements must be made to ensure that the approach to mental health assessment, treatment, care planning and support takes into account both health and social care needs and is compliant with the Care Act and CPA guidance.

In order to meet mental health needs effectively, both their health and social care needs must be assessed and co-ordinated by professionals from both areas and across disciplines within health services. Governance of the integrated service will be shared across health and social care.

The Services delivered will include:

- Statutory assessment under the Care Act and determination of eligibility for Service Users with mental health problems and their carers;

- Assessment under the MHA 1983 and the MCA 2005 including Deprivation of Liberty Safeguards;

- Treatment, care, and support services for those Service Users experiencing emotional, psychological distress and mental ill health including those experiencing mental health crisis;

- Provision of support and care planning for Service Users and their carers eligible under the Care Act;

- Reablement;

- Signposting and information and advice as appropriate;

- AMHP functions on behalf of the Authorities as delegated by the Director of Adult Social Care;

2.2 Services Description

Carrying Out All Aspects Re MHA 1983 Assessments/Related Work

AMHPs will undertake assessment under the MH Act 1983 of anyone who is identified as requiring that assessment.

Undertaking Assessment and Care and Support Planning

Assessment and care and support planning will be undertaken through the jointly agreed operational framework of the Care Act and CPA using the appropriate assessment tools. Wherever possible, the individual should be engaged in supported self-assessment of needs. A support plan should be developed in partnership with the individual and his/her family or carers where relevant. Support planning should focus on outcomes using the support and assistance available from a range of sources including friends, carers and/or family and advocates. Impartial advice about the benefits of using Direct Payments for all or part of the Personal Budget should be given along with information and advice about the range of available support to be provided.

Discharge Planning From Hospital

Staff will engage with, and where necessary, will lead discharge planning from psychiatric hospital for people with identified social care needs. In keeping with best practice, engagement should begin early in an admission so that the action required to achieve discharge when the individual is ready for that discharge can be completed and not create a delay. Staff will support and provide advice to colleagues when needed.

Identifying Service Users Who May Be Eligible For CHC Assessments

Staff are responsible for preparing and participating in multi-disciplinary assessments using the national Continuing Health Care (CHC) framework.

Identifying Service Users Who Have Section 117 MHA 1983 After Care Status

Staff are responsible for using the Joint Commissioning Tool (JCT) to determine how the care package should be funded between the NHS Body and the Authority.

Referring Service Users for Prompt Financial Assessment

Staff are responsible for ensuring prompt financial assessment of those who have social care needs and are assessed as needing longer term support, except where the Service User is exempt from charges under section 117 MHA 1983. Staff must ensure that there is timely communication in relation to this.

Recording Case Information

Staff should record case information In a timely and accurate way on the shared MH data base[2] and in accordance with the NHS Body's policies and procedures. All case recording should show a clear chronology of events and core information, including risk assessment and risk management plans, having compliance with the relevant policies. All AMHP MHA 1983 assessment activity must be recorded on the NHS Body's information system, Rio. The funding arrangements between the Authority and the NHS Body must be communicated effectively and in a timely way with the individual and there must be timely communication with them regarding their financial contribution where appropriate.

Reviewing Care Support

The care and support commissioned must be reviewed after provision within the initial 6-8 weeks and then in accordance with CPA (usually every 6 months, but at least annually) so that assess progress in managing risks and achieving outcomes can be monitored and adjustment made to the level of resources if necessary.

[2] 2019/20: RIO

Changes To Care Packages/Unscheduled Reviews

Where the need is indicated, unplanned reviews to accommodate changing needs of the individual and their carers will be undertaken with short term changes to care and support packages made where necessary e.g. because the individual or carer is ill, where needs have changed significantly.

Carers

The views of carers (formal or informal i.e. relatives, friends or neighbours) should be identified. In addition, their own needs and rights should be identified and respected, and their views in relation to this taken into consideration. The carer's record on Rio must be completed in all cases. Carers are entitled to an assessment of their own needs. This assessment should be carried out in accordance with the current policy of the Authority. it can be carried out simultaneously with, or separately from, the assessment of the needs of the individual. However, it is essential that the needs of the carer are assessed effectively.

Safeguarding

*S*afeguarding is led by the Authorities and both Cambridgeshire and Peterborough will be moving towards one MASH as part of the Annual Development Plan. The MASH will initiate ythe investigation of all enquiries. It will hold and close all enquiries that can be resolved with minimal investigation e.g. through a conversation/s with the care co-ordinator, Service User or referrer. At the Commencement Date of the Agreement, work is underway to determine whether Social Work staff will lead all enquiries, or whether this role will be distributed across the multi-disciplinary team. This matter will be resolved under the Safeguarding workstream in the 2019/20 Annual Development Plan. Within this period to reflect the agreed structure, the staffing and financial schedules will be adjusted.

Involvement of Advocates

Staff with comply with legal requirements with respect for advocacy under the MCA 2005, the MHA 1983 and the Care Act and will involve advocates in supporting the individual to make decisions the care and support they will receive where this support is required.

Complaints

The NHS Body will be the first point of contact for most complaints and compliments. These will be investigated in accordance with NHS and Local Authority guidelines, with reports of numbers received, progress with and outcomes of investigations provided on a quarterly basis as defined in Schedule 5. Where a complaint about social care services is received by the Authority, they will lead the investigation. Work is underway to amend the operational policy relating to complaints.

Annual Development Plan

An Annual Development Plan detailing the developments and changes required to improve outcomes will be agreed for implementation each year. The Plan will identify who is responsible for delivery and the timescales for achievement. Actions will be attributed to the NHS Body or the Authority as appropriate. Progress with implementation will be reported monthly.

Quality Assurance Processes

The Quality Assurance Panel will review the quality of, and sign off, support plans that are recommending commissioned care packages and sign off such plans. This includes oversight and ensuring the appropriate use of CHC and the JCT.

2.3 Whole System Relationships

Key Relationships

Mental Health Social Work Services staff, as well as Social Care Services staff, will work closely with health colleagues across the whole system, not just within mental health services. The key relationships of the individual and his/her carer will include primary as well as secondary care. Therefore GPs, as well as the NHS Body health staff may be involved in assessing and reviewing the needs of the individual.

A wider range of provider services including other parts of Adult Social Care, children's services, housing, and the third sector also have key roles. Mental Health staff therefore need to play a co-ordinating role and arrange multi-disciplinary case management meetings to ensure there is good communication between service providers and that effective and safe transfer of care and support between agencies takes place.

Other Interdependencies

The Mental Health Social Work Service provides an essential element in delivering the wider community resilience objectives agreed locally. In particular the NHS Body shall ensure that there are close links with a range of other bodies which will change over time including:

i) Community Safety Partnerships; and

ii) Domestic Violence Forums inc.the Mulit-Agency Risk Assessment Conferences; and

iii) Multi-Agency Public Protection Arrangements; and

iv) The Mental Health Delivery Board (Crisis Care Concordat); and

v) The Community Mental Health Services Delivery Board.

Schedule 3 THE AUTHORITY'S FINANCIAL CONTRIBUTION

MENTAL HEALTH SECTION 75 2019/2020			
			£
SECTION 75 2017/2018 BASIC			***1,261,370***
ADDITIONAL S75 CONTRIBUTION	EST	S75	
KA	108,800	31,552	
KB	75,700	21,953	
LD	75,700	21,953	
AMHP Manager		20,000	
PRISON WORKER		28,500	
LEARNING AND DEVELOPMENT		47,000	
NON PAY		50,000	
ADDITIONAL S75 CONTRIBUTION		220,958	***220,958***
REVISED PCC CONTRIBUTION TO MH S75			**1,482,328**
MENTAL HEALTH GROSS SPEND ON CARE PACKAGES			
Direct Payments Total		379,905	
Home Care Total		501,746	
Nursing Care Total		296,436	
Residential Care Total		922,503	
TOTAL: MENTAL HEALTH GROSS SPEND ON CARE PACKAGES		2,100,590	**2,100,590**

Schedule 4: GOVERNANCE

Cambridgeshire and Peterborough Mental Health Section 75 Partnership Agreement

MENTAL HEALTH SECTION 75 GOVERNANCE BOARD

Terms of Reference

Aim/Purpose: The Mental Health Section 75 Governance Board is established to ensure the effective and effective delivery of the Mental Health Section 75 Partnership Agreements between the NHS Body and each of Peterborough City Council (PCC) and Cambridgeshire County Council (CCC).

Authority: The Mental Health Section 75 Governance Board is established by the Director of Social Care. It is authorised to investigate any activity within the Terms of Reference.

Accountability: Members of the MH Section 75 Governance Board are individually accountable to their respective organizations for the delivery of each Partnership Agreement and the Schedules contained within it. For PCC and CCC accountability is to the Executive Officer People and Communities PCC/CCC via the Commissioning Board and for the NHS Body to the NHS Body Board via the Chief Executive.

Reporting MH Section 75 Governance Board meetings will be formally recorded and copied to:

i) The CCC/PCC Executive Officer and Service Director;
ii) The Chief Executive Officer, NHS Body.

The PCC and CCC Commissioning Board will be appraised of the updated Schedules and Annual Development Plan for the next financial year in March of each year. Updates on progress will be provided at least 6 monthly or when requested

The Board of the NHS Body will be appraised of the updated Schedules and Annual Development Plan for the next financial year in March of each year. Updates on progress will be provided at least 6 monthly or when requested.

Objectives/Duties The objectives of the Section 75 Review Board are to:

i) Ensure that the governance arrangements of the mental health service are in keeping with the organisations' performance and quality structures.

ii) Agree and sign off any changes to the mental health service that will impact on delegated functions and seconded staff.

iii) Ensure contractual compliance by both parties.

iv) Monitor activity and performance information against the agreed Key Performance Indicators and contractually specified measures as specified in the Schedules to the Agreement and to agree the action to be taken by the NHS Body and/or PCC/CCC to address exceptions where necessary.

v) Monitor delivery of the Annual Development Plan and to agree the action to be taken to address exceptions where necessary.

vi) Monitor financial performance, ensuring that the Services are delivered within budget and efficiency targets are achieved and to agree the action to be taken to address exceptions where necessary.

vii) Ensure that the interface between Adult Mental Health and Older People's Mental Health with other client groups such as Children, Older People, Learning Disability and people on the Autistic Spectrum is managed effectively and in line with all parties' statutory functions and authorisation where they relate to the services encompassed within the Agreement.

viii) Enable early issue resolution of concerns by enabling close partnership working.

Membership: **PCC and CCC**

Assistant Director of Commissioning, CCC and PCC (Chair).

Service Director, Adults and Safeguarding, CCC and PCC.

Head of Commissioning (Mental Health and Learning Disabilities), CCC and PCC.

	Finance, CCC.
	Finance, PCC.
	Quality and Performance, CCC.
	Quality and Performance, PCC.
	CCC Member representative.
	PCC Member representative
	NHS Body
	Chief Operating Officer.
	Associate Director (Commissioning, Contracting and Business Development).
	Director of Nursing.
	Professional Lead/Head of Social Care.
	Head of Performance/Information.
	Finance
Frequency of Meetings	Meetings will be held within thirty (30) days of the end of each quarter.
Quorum	The quorum is 2 people: 1 of a NHS Body Director or Associate/Deputy Director from the NHS Body and one of an Assistant Director/Service Director/Head of Service, PCC/CCC.
Decision Making	Decisions will be made jointly wherever possible based on a simple majority vote with each member having 1 vote. In the event of an even vote, a decision will be made by the Chair and the NHS Body Chief Operating Officer. In the event that no decision can be arrived at the chair will have the casting vote.
Approval and Review	The Terms of Reference will be approved by the Section 75 MH Governance Board members and reviewed as and when required and at least annually.
Servicing the Board	The Section 75 MH Governance Board will be serviced by PCC and CCC and co-ordinated by the Head of Commissioning (Mental Health and Learning Disabilities), CCC and PCC.

Schedule 5 PERFORMANCE MANAGEMENT FRAMEWORK

This schedule sets out Authority's management information and performance requirements from the NHS Body for older people and adult mental health social care for the 2017/18 financial year, in line with the governance arrangements set out in Schedule 4 (Governance).

This section is about performance activity as required by ASCOF, SALT, and SAC (Safeguarding Adults Collection) national frameworks and any other locally agreed indicators. Reporting on other areas such as Adult Safeguarding, Learning & Development, and Complaints are covered in the relevant sections of the Agreement.

1. Management Information Requirements

1.1 All local authorities with a social service responsibility are required to compile, verify and submit a set of Adult Social Care statutory data returns to the Department of Health. Where the local authority operates a partnership arrangement under section 75 of the NHS Act 2006 (formerly section 31 of the Health Act 1999) all social care related assessment and service activity carried out by the partner organisation should be included in the statutory data returns, whether made by a social services member of staff or not.

1.2 The Authority retains the responsibility for validating and submitting the Adult Social Care statutory data returns. The source data used to populate the returns will be the Authority's adult social care database. The NHS Body will ensure the timely and accurate recording of all statutory data on the Authority's systems.

1.3 The NHS Body retains responsibility for the compilation, verification, and submission of the Mental Health Services Data Set (MHSDS), Mental Care Act activity and Delayed Transfers of Care (DTOC) where required, from the NHS Body recording and reporting systems. The NHS Body recording and reporting systems will also be the primary source for Mental Health Payment by Results data.

2. Data Quality

2.1 Both Parties recognise that good quality statutory, performance and management information is essential to driving service improvements and ensuring that service user needs are met.

2.2 To this end the NHS Body will:

- Comply with all care management and IT recording processes
- Monitor data quality
- Ensure relevant staff seek regular system training
- Take appropriate action where staff fail to reach an adequate level of system competency

- Comply with existing Data Quality protocols when using adult social care IT systems
- The NHS Body will report Mental Health Act data and analysis to the Section 75 Review Board.
- The NHS Body will report delayed transfers of care (DTOCs) monthly to the Authorityl's Head of Mental Health and to the Business Intelligence service, and monthly to the Joint Sec 75 monitoring meeting.

2.3 The Authority will:

- Ensure the NHS Body adult social care IT system users have access to Authority systems for the recording of
  - Funded care packages
  - Financial assessments data
  - Recording of section 117 status
  - Joint funding with the CCG.

- Ensure that the NHS Body adult social staff who use Authority systems have equal access to training, and training is of the same standard as offered to Authority employees

- Produce and circulate monthly Data Quality reports via the business intelligence services on funded care packages, and work towards a single approach to data quality as the new systems roll out in the two Authorities.. All other data reports will be generated either from the NHS Body systems or an amalgamation of several sources.

2.4 The Parties recognise that specific system developments (such as the adoption of the Adult's Finance Module (AFM), migration from AIS to Mosaic and/or any changes to CPFT systems such as RIO) may have an adverse impact on the volume of data quality errors in the short term. This will be taken into account during the monitoring of data quality.

2.5 Where it has been agreed that a transition and/or implementation of an agreed work programme will take place in year, performance data that monitors and demonstrates the progress and completion of the work will be agreed and reported. This includes demand management targets and changes to meet agreed savings targets.

2.6 Where it has been identified that there are deficits in data quality impacting on performance monitoring a remedial plan will be put in place with immediate effect and monitored through the Section 75 Review Board, see Schedule 5.

3. Reporting Arrangements

3.1 Appendix 1 details an agreed monthly report template based on the set of performance indicators detailed in section 4. Measures calculated using data recorded on Authority IT

systems will be populated by staff in the Authority's Business Intelligence service. Measures calculated using data recorded on the NHS Body IT systems will be populated by the NHS Body Information & Performance service. Performance commentary will be added by the NHS Body Director of Integration and will cover remedial actions undertaken or planned, with an appropriate resolution timescale.

3.2 Points of clarification:

3.2.1 The NHS Body's Information and Performance Team will provide the Authority's Business Intelligence service with an updated report each month using data held in the NHS Body's information systems. This will be provided by the end of the second week of the month for the previous month; e.g. April's data will be sent the second week of March.

3.2.2 The Authority's Business Intelligence service will add the required data from its information systems and return the completed report to the NHS Body's Information and Performance Team. This will be provided by the end of third week of the month.

3.2.3 The NHS Body's Social Care Profession Lead will finalise the report by adding the required commentary to explain performance including, explanation of underperformance, remedial actions, and progress against targets and timescales in areas of particular concern, e.g. delayed transfer of care and reviews.

3.2.4 The NHS Body's Social Care Professional Lead will send the Authority's Mental Health Commissioner the completed monthly report by the fourth week of the month for the previous months performance. April's report will be sent the fourth week of March. Where there is particular concern regarding underperformance, the NHS Body will supply the Authority with additional information and evidence that remedial action has been completed. If the Authority is not assured by the NHS Bodys actions then this will be escalated through the governance process outlined in the Agreement and Schedule 4 (Governance).

3.2.5 The monthly report will be presented by the NHS Body's Social Care Professional Lead at the monthly Joint Savings & Performance Board meeting.

3.2.6 This report will be used by the NHS Body to inform other internal reports to team managers.

3.2.7 Where operational practice is deemed to impacting on performance, the monthly report will be reviewed at the Operational Forum.

3.2.8 In addition the NHS Body's Social Care Professional Lead will send the Authority's Mental Health Commissioner a monthly report on all social carer delayed transfers of care (DTOC). This report will contain only validated DTOC and will include explanation of the cause, actions taken to resolve the delay and estimated date of resolution.

3.2.9 The Authority's Business Intelligence service will take information from the completed form and incorporate it into internal management information reports which will be discussed at the Cambridgeshire and Peterborough Joint Commissioning Board. .

3.2.10 The NHS Body's Social Care Professional Lead will prepare and present an annual performance report to the Mental Health Governance Board by the end of June of the

following year, for the purpose of this agreement a year relates to the period April 1st to March 31st.

3.2.11 CPFT and the Authority's will work together over the first year to produce separate performance schedules for Adult Mental Health and Older People Mental Health but with regards to national indicators (for example residential care admissions).

4. Performance Indicators & Management Information Requirements

4.1 Listed below are the adult social care performance measures and targets directly attributable to activity conducted by the NHS Body.

Ref.	AS-P	**Domain**	Assessments	**System**	RiO
Measure	Number of core 2 assessments relating to social care starting or contributing to existing assessments within the period				
Frequency	Monthly	**Target**	N/A		

Ref.	RV-P	**Domain**	Reviews	**System**	RiO
Measure	Number of care plans relating to social care updated within the period				
Frequency	Monthly	**Target**	N/A		

Ref.	ASCOF 1C (1a)	**Domain**	Self-Directed Support	**System**	Authority systems
Measure	Adults aged over 18 receiving self-directed support (the national indicator does not give an upper age limit)				
Numerator	Number of clients receiving long-term Authority commissioned packages of care / support in a community setting via self-directed support arranged by Mental Health teams. These packages may be funded by the Authority or self funded by Service Users.				
Denominator	Number of clients receiving long-term Authority commissioned packages of care / support in a community setting arranged by Mental Health teams These packages may be funded by the Authority or self funded by Service Users.				
Frequency	Monthly	**Target**	93%		

Ref.	ASCOF 1C (2a)	Domain	Self-Directed Support	System	Authority systems
Measure	Adults aged over 18 receiving direct payments				
Numerator	Number of clients receiving long-term Authority commissioned packages of care /support in a community setting via direct payments arranged by Mental Health teams				
Denominator	Number of clients receiving long-term Authority commissioned packages of care / support in a community setting via self directed support arranged by Mental Health teams				
Frequency	Monthly	**Target**	24%		

Ref.	ASCOF 2A (1)	Domain	Residential Admissions	System	Authority systems
Measure	Clients with long-term support needs met by permanent admission to residential/nursing placements per 100,000 (Adults aged 18-64). [Permanent is where intention is that placement is longer term and not respite].				
Numerator	Number of people (18-64) whose long-term support needs were met by a change of setting to residential and nursing care during the year (excluding transfers between residential and nursing care) arranged by Mental Health teams				
Denominator	Size of younger adult population (aged 18-64) in area (ONS mid-year population estimates)				
Frequency	Monthly	**Target**	County-level target exists and stands at 13 admissions per 100,000 people. As this target involves a county-level population a MH-specific target cannot be derived.		

Ref.	ASCOF 2A (2)	Domain	Residential Admissions	System	Authority systems
Measure	Clients with long-term support needs met by permanent admission to residential/nursing placements per 100,000 (Adults aged 65+). [Permanent is where intention is that placement is longer term and not respite].				
Numerator	Number of people (65+) whose long-term support needs were met by a change of setting to residential and nursing care during the year (excluding transfers between residential and nursing care) arranged by Mental Health teams				
Denominator	Size of younger adult population (aged 65+) in area (ONS mid-year population				

	estimates)		
Frequency	Monthly	**Target**	County-level target exists and stands at 128 admissions per 100,000 people. As this target involves a county-level population a MH-specific target cannot be derived.

Ref.	ASCOF 1F **(national)**	**Domain**	Employment	**System**	RiO
Measure	Proportion of adults in contact with secondary mental health services in paid employment				
Numerator	Number of working age adults (18-69 years) who are receiving secondary mental health services and who are on the Care Programme Approach recorded as being in paid employment				
Denominator	Adults 'in contact with secondary mental health services' is defined as those aged 18 to 69 who are receiving secondary mental health services and who are on the Care Programme Approach (CPA)				
Frequency	Monthly	**Target**	12.5%		

Ref.	ASCOF 1F and MH Five Year Forward View **(Local)**	**Domain**	Employment	**System**	RiO
Measure	Proportion of adults in contact with secondary mental health services (not limited to those on CPA) in paid employment (not limited to those on CPA)				
Numerator	Number of working age adults (18-69 years) who are receiving secondary mental health services recorded as being in paid employment				
Denominator	Adults 'in contact with secondary mental health services' is defined as those aged 18 to 69 who are receiving secondary mental health services				
Frequency	Monthly	**Target**	Not set		

Ref.	ASCOF 1H **(National)**	**Domain**	Accommodation	**System**	RiO
Measure	Proportion of adults in contact with secondary mental health services living independently, with or without support				
Numerator	The number of adults aged 18-69 receiving secondary mental health services living independently at the time of their most recent assessment, formal review or other multi-disciplinary care planning meeting				

Denominator	Adults 'in contact with secondary mental health services' is defined as those aged 18 to 69 who are receiving secondary mental health services and who are on the Care Programme Approach (CPA)			
Frequency	Monthly	**Target**	75%	

Ref.	ASCOF 1H **(Local)**	**Domain**	Accommodation	**System**	RiO
Measure	Proportion of adults in contact with secondary mental health services (not limited to those on CPA) living independently, with or without support				
Numerator	The number of adults aged 18-69 receiving secondary mental health services living independently at the time of their most recent assessment, formal review or other multi-disciplinary care planning meeting				
Denominator	Adults 'in contact with secondary mental health services' is defined as those aged 18 to 69 who are receiving secondary mental health services				
Frequency	Monthly	**Target**	No target		

Ref.	SG2	**Domain**	Safeguarding	**System**	CPFT
Measure	Median time from contact to conclusion of safeguarding investigation, for cases concluded within the quarter.				
Frequency	Quarterly	**Target**	N/A		

Ref.	SG3	**Domain**	Safeguarding	**System**	CPFT
Measure	Number of Section 42 enquiries open in excess of 3 months				
Frequency	Quarterly	**Target**	N/A		

Ref.	SG4a (1)	**Domain**	Safeguarding	**System**	CPFT
Measure	Proportion of enquiries where the individual or individual's representative was asked what their desired outcomes were.				
Numerator	Sum of "Yes" rows in table SG4a in Safeguarding Adults Collection (SAC).				
Denominator	Sum of all concluded S42 enquiries.				
Frequency	Quarterly	**Target**	TBC		

Ref.	SG4a (2)	Domain	Safeguarding	System	CPFT
Measure	Of those enquiries where the individual or their representative was asked about their desired outcomes (numerator of SG4a (1)), what proportion were either fully achieved or partially achieved?				
Numerator	Sum of the rows “Fully Achieved” and “Partially Achieved” in table SG4a in the Safeguarding Adults Collection (SAC).				
Denominator	Sum of “Yes” rows in table SG4a in SAC.				
Frequency	Quarterly	Target	TBC		

	SG2e	Domain	Safeguarding	System	CPFT
Measure	Proportion of s42 enquiries with an identified risk where the risk was reduced or removed at the time the case was concluded.				
Numerator	Sum of “Risk Reduced” and “Risk Removed” rows from Table SG2e in the Safeguarding Adults Collection (SAC).				
Denominator	Sum of “Risk identified” rows in Table SG2c in the Safeguarding Adults Collection (SAC).				
Frequency	Quarterly	Target	TBC		

Ref.	DTOC (national)	Domain	Delayed Transfers of Care	System	RiO
Measure	The number of validated DToC bed-day delays				
Frequency	Monthly	Target	No separate target as national target is composite health and social care together		

Ref.	Carers : Triangle of Care	Domain	Carers (SDS)	System	RiO
Measure	Carers aged over 18 receiving self-directed support of service users on CPA				
Numerator	Number of carers receiving support via self-directed support arranged by Mental				

	Health teams			
Denominator	Number of carers of service users on CPA receiving support arranged by Mental Health teams			
Frequency	Monthly	**Target**	TBC%	

Ref.	ASCOF 1C (1b) (national composited across all care groups)	**Domain**	Carers (SDS)	**System**	RiO
Measure	Carers aged over 18 receiving self-directed support				
Numerator	Number of carers of service users on CPA receiving funded self-directed support arranged by the Mental Health teams (note this is not the complete number because carers of service users not on CPA are supported by Making Space or the Carers Trust who are commissioned organisations by the Authority.				
Denominator	Number of carers receiving support arranged by Mental Health teams				
Frequency	Monthly	**Target**	TBC%		

Ref.	ASCOF 1C (2b) (national composited across all care groups)	**Domain**	Carers (Direct Payments)	**System**	RiO
Measure	Carers of service users on CPA aged over 18 receiving direct payments				
Numerator	Number of carers of service users on CPA receiving direct payments arranged by the Mental Health teams (note this is not the complete number because carers of service users not on CPA are supported by Making Space or the Carers Trust who are commissioned organisations by the Authority.				
Denominator	Number of carers of service users on CPA receiving self-directed support arranged by Mental Health teams				
Frequency	Monthly	**Target**	TBC%		

Ref.	CPFT xx	**Domain**	Carer Assessments	**System**	RiO
Measure	Carer assessments undertaken				
Numerator	Number of carers assessed				

Denominator	Number of carers assessments completed for carers of CCC patients on CPA			
Frequency	Monthly	**Target**	TBC: %	

Ref.	ASCOF 1C (2b) (national composited across all care groups)	**Domain**	Carers (Direct Payments)	**System**	RiO
Measure	Carers of service users on CPA aged over 18 receiving direct payments				
Numerator	Number of carers of service users on CPA receiving direct payments arranged by the Mental Health teams (note this is not the complete number because carers of service users not on CPA are supported by Making Space or the Carers Trust who are commissioned organisations by the Authority).				
Denominator	Number of carers of service users on CPA receiving self-directed support arranged by Mental Health teams				
Frequency	Monthly	**Target**	No.		

Ref.	PCC	**Domain**	Formal complaints re: social care: No.	**System**	Mosaic
Measure	% complaints relating to social care resolved within agreed timescales.				
Numerator	N/A				
Denominator	N/A				
Frequency	Monthly	**Target**	N/A		

Ref.	PCC	**Domain**	Formal complaints re: social care: resolution	**System**	Mosaic
Measure	% complaints relating to social care resolved within agreed timescales.				
Numerator	No. social care complaints resolved				
Denominator	No. social care complaints resolved within agreed timescales.				
Frequency	Monthly	**Target**	100%		

Ref.	PCC	**Domain**	LA formal complaints (complaints received by the LA): No.	**System**	Mosaic
Measure	Percentage complaints relating to social care resolved within statutory timescales.				
Numerator	N/A				
Denominator	N/A				
Frequency	Quarterly	**Target**	No.		

Ref.	PCC	**Domain**	LA formal complaints (complaints received by the LA): Resolution	**System**	Mosaic
Measure	Percentage complaints relating to social care resolved within statutory timescales.				
Numerator	No. LA received social care complaints resolved within agreed timescales.				
Denominator	No. LA received social care complaints received.				
Frequency	Quarterly	**Target**	100%		

Ref.	CPFT xx	**Domain**	Compliments	**System**	RiO
Measure	No. compliments relating to social care received during the month.				
Numerator	N/A				
Denominator	N/A				
Frequency	Monthly	**Target**	N/A		

4.2 Performance Monitoring

4.2.1 In the event of a target being breached, an exception report will be produced and a remedial action plan presented to the 6 weekly Finance and Performance meeting. If improvements are not made, the issue will be escalated to the Section 75 Review Board for resolution.

4.2.2 Where targets do not exist, a trend report with a supporting commentary will be presented to the Finance & Performance Meeting. If issues arise these may be escalated to the Section 75 Review Board for resolution.

4.3 Mental Health Act section activity will be reported separately from the indicators detailed above. Section activity will be monitored through the Service Integration Committee,

Mental Health Act Law Committee & Section 75 Governance Board. A new dataset that focuses on AMHP activity will be developed in line with national work in this area.

4.4 Performance indicators relating to complaints will be defined in the Complaints Schedule and reported alongside the indicators detailed above.

5. Mechanism for Amending, Suspending and Introducing New Measures and Targets

5.1 Either Party can propose an amendment, suspension or new Adult Social Care Performance Measure or target at any time throughout the year. The case should be presented to the monthly Joint Sec 75 monitoring meeting and to the Mental Health Governance Board for sign-off by both Parties.

5.2 Both Parties also recognise that a number of other local and national issues and / or developments may impact on the agreed list of performance measures. The mechanism detailed above could therefore be applied by either party at any time through-out the year.

6. Statutory Data Returns

6.1 All nationally mandated data relating to mental health clients supported by CPFT will be recorded on the Council's information systems except where this information is returned directly by CPFT as part of the Mental Health Services Data Set.

6.2 Details of statutory social care data returns for the year 2017-2018 can be found at *http://content.digital.nhs.uk/socialcarecollections2018*. These include:

- Short Term and Long Term – SALT - national return: By end of 18-19 CPFT will be expected to provide the data to enable the councils to include Mental Health in their SALT returns (see Appendix 1).
- SAC Return
- Guardianship Return (LA responsibility for returns)
- Carers and Service Users Surveys
- Returns for HMP Peterborough

7. Summary Reports

A monthly highlight report summarising the above and including additional information relating to staffing and workforce issues and identifying key risks and mitigations will be provided by the provider (see Appendix 2 to this Schedule).

8. Ad Hoc Report Requests

7.1 Both Parties recognise that there may be a requirement for specific one-off analysis and ad hoc reports drawn from data from both Authority and NHS Body systems. Requests of this nature can be made at any time, but should be formally agreed by both Parties at either the Joint finance and performance operational monitoring group or the Joint section 75 monitoring meeting.

Appendix 1.

SALT RETURN

See attachment in accompanying email

Appendix 2

HIGHLIGHT REPORT TEMPLATES: ADULT MENTLA HEALTH AND OLDER PEOPLE'S MENTAL HEALTH

(no more than two pages)

SERVICE AREA:	**Adult Mental Health**
RESPONSIBLE MANAGER:	
REPORTING PERIOD:	

PROGRESS COVERED WITHIN THIS PERIOD	**PROGRESS COVERED WITHIN THIS PERIOD**
SERVICE PERFORMANCE • Progress on priorities within service • Highlight areas of difficulty in achieving milestones towards targets and risks associated with these - plans to address these • Performance against indicators (national and local)	
Cambridgeshire	**Peterborough**
RISKS • Highlight the top 3 operational risks this month? • What steps are or can be taken to mitigate these risks?	
FINANCIAL PERFORMANCE (Narrative) • Overview of performance against budget • Key variances • Difficulties and risks	
Cambridgeshire	**Peterborough**

STAFFING ISSUES (<u>Redact names</u>)	
• Number of Vacancies • Attendance Management issues • Grievances	- New starters for the month - Disciplinary - Health and Safety issues
Cambridgeshire	**Peterborough**
SERVICE USER ISSUES • High risk or problematic cases • Outstanding complaints • Compliments	
Cambridgeshire	**Peterborough**
COMMUNICATIONS (mainly used for Member Briefings (including Adults Committee): ***a paragraph or 2 for each item*** • Good news • Highlighting Good Practice (i.e. case studies) • New developments on the horizons • Notified inspections • Details of any visits to Cambridgeshire by Senior Government Officials or Politicians • Details of public events being held by service areas	

Signed	
Date	

SERVICE AREA:	**Older Persons Mental Health (CCC/PCC)**
RESPONSIBLE MANAGER:	
REPORTING PERIOD:	

PROGRESS COVERED WITHIN THIS PERIOD	
SERVICE PERFORMANCE • Progress on priorities within service • Highlight areas of difficulty in achieving milestones towards targets and risks associated with these - plans to address these • Performance against indicators (national and local)	
Cambridgeshire	**Peterborough**
RISKS • Highlight the top 3 operational risks this month? • What steps are or can be taken to mitigate these risks?	
FINANCIAL PERFORMANCE (Narrative) • Overview of performance against budget • Key variances • Difficulties and risks	
Cambridgeshire	**Peterborough**

STAFFING ISSUES (<u>Redact names</u>)	
• Number of Vacancies • Attendance Management issues • Grievances	- New starters for the month - Disciplinary - Health and Safety issues
Cambridgeshire	**Peterborough**
SERVICE USER ISSUES	
• High risk or problematic cases • Outstanding complaints • Compliments	
Cambridgeshire	**Peterborough**
COMMUNICATIONS (mainly used for Member Briefings (including Adults Committee): ***a paragraph or 2 for each item***	
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Signed	
Date	

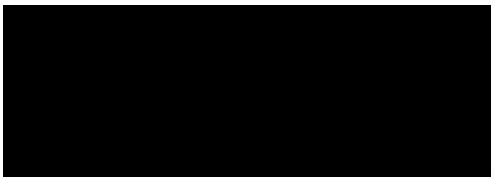
Schedule 6 SECONDMENT ARRANGEMENTS: SECONDED STAFF

Surname	Forename	Post Title	Emp Fte	Weeks worked
KILBY	EMILY	APPROVED MENTAL HEALTH PRACTITIONER/SENIOR PRACTITIONER	1.00	52.00
IRESON	MANDY	SOCIAL WORKER	1.00	52.00
BLUFF	MARY	APPROVED MENTAL HEALTH PRACTITIONER	0.40	52.00
COOPER	MATTHEW	SOCIAL WORKER	1.00	52.00
NOON	VICTORIA	SOCIAL WORKER/AMHP	1.00	52.00
POOLEY	LOUISE	SOCIAL WORKER	1.00	52.00
HINDHAUGH	MICHAELA	SOCIAL WORKER/AMHP	1.00	52.00
NELSON	KYLEY	SOCIAL WORKER	0.60	52.00
SEELIG	STEPHEN	SENIOR PRACTITIONER	1.00	52.00
GIDDINGS	JANET	APPROVED MENTAL HEALTH PRACTITIONER	1.00	52.00
GILL	DONNA	SOCIAL WORKER AMHP	1.00	52.00

Schedule 7 NOT USED

Schedule 8 NOT USED

Schedule 9 NOT USED



EXECUTED as a **DEED** by the affixing of the **COMMON SEAL** of **CAMBRIDGESHIRE COUNTY COUNCIL** in the presence of

.....

[SIGNATURE OF PARTY]

Wendi Ogle-Welbourn
Executive Director: People & Communities

.....

[AUTHORISED SIGNATORY]

SIGNED as a **DEED** by **CAMBRIDGESHIRE AND PETERBOROUGH NHS FOUNDATION TRUST** in the presence of:

.....

[SIGNATURE OF PARTY]

.....

[SIGNATURE OF WITNESS]

[NAME OF WITNESS]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]