

**PARTNERSHIP AGREEMENT BETWEEN
DARLINGTON BOROUGH COUNCIL
AND
TEES, ESK AND WEAR VALLEYS NHS TRUST,
IN RESPECT OF DARLINGTON LOCALITY,
FOR
ADULT MENTAL HEALTH SERVICES;
MENTAL HEALTH SERVICES FOR OLDER PEOPLE;
LEARNING DISABILITY SERVICES**

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PARTNERSHIP AGREEMENT

1. INTRODUCTION

- 1.1 This Partnership Agreement ("the Agreement") is between Darlington Borough Council, Central House, Gladstone Street, Darlington, DL3 6JX; and Tees, Esk and Wear Valleys NHS Foundation Trust ("the Trust"), West Park Hospital, Pease Way, Darlington, DL2 2TS. Together these two bodies are referred to in this agreement as "the Parties".
- 1.2 The purpose of this Agreement is to set out the requirements and approach necessary for the provision of mental health services for adults and older people, and learning disability services in Darlington, which are more particularly detailed in the attached schedules to this Agreement 1.3. This Agreement aims to set out clearly the undertakings given by each Party and the intended basis of their relationship. It is the intention of the Parties to operate this Agreement in a spirit of mutual trust as partners. The mechanism envisaged for resolution for any disputes is mediation as provided for in clause 15 of this Agreement, rather than legal action.
- 1.4 This document sets out the partnership arrangements between the Parties at the commencement of this Agreement and which are so far as possible, based on the pre-existing arrangements between the parties. A joint review of this Agreement will be undertaken, as described further at clause 5.2. This review commenced with the Care Services Improvement Partnership (CSIP) event in November 2009.

2. SCOPE

- 2.1 This Agreement covers the management arrangements for the following services, which are eligible for provision by either or both the Council's Department of Social Care and the Darlington locality of the Trust.
- Adult Mental Health Services (AMH);
 - Mental Health Services for Older People (MHSOP);
 - Learning Disability Services (LD);
 - Forensic Mental Health Services;
 - Forensic Learning Disability Services;

3. PHILOSOPHY AND VISION

- 3.1 Each Party believes that meeting the assessed needs of people with mental health difficulties and/or a learning disability, living and working in Darlington, is a shared responsibility between people who use services, carers, the communities they live in and the statutory and voluntary services that serve their needs.
- 3.2 Each Party jointly believe that services should be designed and delivered to enhance mental health and improve learning disabilities and to minimise risks to both users and the community.
- 3.3 It is the belief of both Parties that integration of management arrangements and joint working will result in services for people with mental health issues which are appropriate and focused on achieving the vision stated above.
- 3.4 The purpose of this Agreement is to set out the integrated management arrangements which the Parties have agreed to in respect of the services referred to in clause 2.1. The detailed aims and objectives are set out in Schedule 1.

4. DEFINITIONS AND INTERPRETATION

In this agreement the expressions contained within this table shall, unless the subject or context otherwise requires, have the meanings as shown	
"the Act"	National Health Service Act 2006
"the 1977 Act"	National Health Service Act 1977
"Agreement"	This agreement made between the council and The Trust including all schedules, appendices and documents annexed to the agreement
Business day	Monday to Friday inclusive, excluding public and bank holidays
"Carers"	Carers of service users
Chief Executive	The Trust's Chief Executive or nominees
Commencement date	As per date of signatures (page 21)
Council	Darlington Council
Council Dispute & Resolution Procedure	A procedure maintained on the Council's Policy & Procedure database
Service Planning Guidance	Details contained in a document approved by AWHSM T covering the Service Planning requirements
Director	The Director of Community Services of Darlington Council
Darlington Council (Council)	Shall include the Council for the Darlington Borough which will operate from 1 st April 2010 pursuant to the Local Government and Public Involvement with Health Act 2007
Force Majeure	Any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented included, without limitation, strikes, lockouts or other industrial disputes (in each case whether involving the workforce of the party so prevented or any other party), act of God, war or national emergency; an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, explosion, flood, storm or epidemic
"health improvement plan"	a plan that a Health Authority is required to prepare under section 24 of the Act;
health-related functions	the functions of local authorities prescribed under regulation 6;
local authority;	means a body to which regulation 3(2) applies
"NHS body"	a body to which regulation 3(1) applies
"NHS contract"	has the meaning given in section 4(1) of the National Health Service and Community Care Act 1990[4];
"NHS functions"	the functions of NHS bodies prescribed under regulation 5
Partners	the Council and The Trust
partnership arrangements	the arrangements prescribed under regulations 7, 8 and 9
Planning Guidance 2009/12	Planning Guidance for Adults Wellbeing & Health approved by ACSMT December 2008
Regulations	refers to the NHS Bodies and Local Authorities Partnership Regulations 2000 SI number 617 and any reference to (a) regulations(s) in this agreement is with reference to the regulations.
Mental Health Services Learning Disability Services	Those services identified in the schedules as ones to be provided under this agreement
Operations Manager	Operations Manager, Learning Disability/ Mental Health, for Darlington Council
Service users	Persons from the category of users identified in the schedules attached to this agreement who have been assessed as entitled to services under the eligibility criteria operated by Darlington Council

Transfer	For the purposes of this agreement means any temporary transfer of staff between any of the parties to this agreement. Such transfer will not involve a legal change of employers so as to effect a transfer of employees under the Transfer of Undertakings (Protection of Employment) Regulations 2006
Trust	Tees Esk and Wear Valley NHS Foundation Trust
References	To any act or regulations include references to any amendment or re-enactment made there under To the masculine shall include the feminine and vice versa To the singular shall include the plural and vice versa To persons shall include companies and corporations and vice versa

5. TERM

- 5.1 This Agreement shall begin on 1 August 2010 and shall end on 31 March 2013, unless terminated earlier by either party in accordance with clause 12 of this Agreement.

5.2. REVIEW

- 5.2.1 The Parties will review the operation of this Agreement and the services provided under it annually.
- 5.2.2 At any time during the period of this Agreement, including the period following a review, the nominated representative's from each Party can jointly agree to vary any provision in this Agreement.
- 5.2.3 Any variation to this Agreement will be recorded in writing, be signed by both Parties and be effective from a date agreed by both parties.
- 5.2.4 There will be a formal review of the operation of this Agreement, and its terms and conditions, by the 31st March 2013.

5.3. VARIATION/CHANGE OF LAW

- 5.3.1 Providing both Parties agree, amendments to this Agreement can be made at any time in accordance with clause 5.2.2 and 5.2.3 of this Agreement.
- 5.3.2 The Parties shall review the operation of the management arrangements covered by this Agreement (as described at Schedule 4), and/or any procedures or requirements of this Agreement, on or before the coming into force of any relevant statutory or other legislation or guidance affecting the arrangements, so as to ensure that the provisions of this Agreement and the services provided with such legislation or guidance.

6. AIMS AND OBJECTIVES

- 6.1 The over-arching aim of this Agreement is to provide high quality comprehensive mental health and learning disability services for people in the locality of Darlington. Further details of the aims and objectives are set out in Schedule 1.

7. ACCESS OF SERVICE

- 7.1 The Parties will provide the services as outlined in Schedules 2 and 3.

- 7.2 The parties shall determine independently (although with consultation) eligibility criteria for health and social care services respectively.

Eligibility for social care services will be determined by the Council through the policy it has approved to comply with the Fair Access to Care Eligibility Framework. In accordance with this requirement the Council will advise The Trust of any proposed or actual changes to eligibility.

8. THE SERVICES AND ITS OPERATION

8.1 Human Resources Management Arrangements

- 8.1.1 Council employees will be subject to the Council terms and conditions and will be managed through the Council's policy and procedures. These policies and procedures will be applied through the management structure detailed in the schedules.

The Council will provide support to managers undertaking these responsibilities through its Human Resources, Information, Property, Legal Services, and other Services as and when appropriate.

Trust employees will be subject to The Trusts terms and conditions and will be managed through Trust policies and procedures. These policies and procedures will be applied through the management structure detailed in the schedules to this agreement.

Any Council or Trust employees in management posts responsible for the line management of employees from either employer will apply the appropriate policies and procedures for the management and support of their employees.

Managers from both the Council and Trust will ensure that the following issues will be appropriately managed using the Powers of Delegated Authority for Council employees and the relevant policies and procedures applicable to Trust employees:

- Granting of Leave of Absence
- Acting up into higher graded posts
- Honoraria Payments
- Agreement to undertake overtime
- Appointment of casual staff and agency workers
- Review of job descriptions and person specifications*
- Progression
- Grading and re-grading of posts*
- Declaration of outside interests, employment or involvement with external bodies
- Car User Allowance classification
- Approval of Annual leave
- Permanent and temporary reduction in working hours*

*These issues will also require involvement/discussion with relevant managers and HR representatives from both organisations

8.2. Premises

- 8.2.1 Where the Council owns premises used in connection with the provision of the services covered by the agreement, the ownership of these premises will remain with the Council.

The managers nominated as being responsible for premises, shall carry out this duty using the Council's support services for Council Premises. Budgets associated with premises shall be managed in accordance with the Financial policies and procedures of the Council.

Where The Trust owns any premises used in connection with the provision of the services covered by the agreement, the ownership of these premises will remain with The Trust. The managers nominated by each party as being responsible for premises, shall carry out this duty using The Trusts support services for Trust premises. Budgets associated with premises shall be managed in accordance with the financial policies and procedures of The Trust.

8.3 Health & Safety

8.3.1 Health and Safety responsibilities for all staff are located in each organisations health & safety policy documents and procedures.

All employees and managers are responsible for being aware of and implementing these procedures. Health and Safety procedures and guidance in respect of carrying out work in the community or away from work base premises are determined by the employing agency for each member of staff. All employees and managers are responsible for being aware of and implementing these procedures.

In addition to their own existing Health & Safety policies and procedures within each organisation the Council and the Trust established and agreed a policy statement in April 2006 to ensure an effective partnership in the management of Health & Safety within Integrated Teams. This statement agrees to;

- The adoption and use of each others health & safety procedures where those procedures can satisfy the requirements of both organisations' health & safety policies and legislative compliance
- In the event of either organisations' policies or procedures not meeting the required standards the organisation will review and revise their policy or procedure as required.
- The lead agencies health and safety policies will be used by each team, i.e. Integrated Teams will use the Council policies and Adult Mental Health Integrated Teams will use The Trust policies.
- This includes the use of documentation and records, however this does not affect the statutory requirements of reporting certain incidents and information to enforcing authorities and other organisations as required by legislative or other requirements
- In the interest of health & safety and on agreement, to utilise both organisations resources to ensure the safety of staff, clients and others.

9. FINANCIAL MANAGEMENT

9.1 Funding and Budget Control

9.1.1 Funding for the partnership is provided from each organisation. Accountability for the Council budget lies with the Head of Adult Social Care, Adult Mental Health. Accountability for the Trust budget lies with the Trust's General Managers.

Separate budgets are held by each organisation and run in parallel, although funds are not pooled.

Day to day financial operations and management is undertaken by the Integrated Team Managers and reported to the Council's Head of Adult Social Care, Adult Mental Health

and the Trust's General Managers through the individual services management reporting structures.

Any party holding funds for the other party under these arrangements is referred in this clause to as "the authorised Budget Holder". In conducting those specific arrangements the parties agree that;

- Respective financial limits require that each organisation set an annual budget based on a wide ranging set of factors. It is possible that one or both parties may have to respond to pressures and make savings. Priorities for new investment will be agreed through the appropriate budgetary decision making process.
- Should any party appear to be over or under spending, the authorised budget holder shall draw this to the attention of the other party's nominated representative and the parties shall agree measures to manage the situation. If the overspend continues, the authorised budget holder will give in writing to the other party an explanation of the overspend. Under-spent budgets of either party may not be vired for other purposes without the consent of both parties'.
- Authorised budget holders shall manage budgets allocated to them only following the financial policies and procedures of the organisation that has allocated the budget.

9.2 Charging and financial assessments

- 9.2.1 Users of services provided by the Council are liable to pay charges towards the cost of social services provided whereas NHS patients receive NHS services free at point of demand.
- 9.2.2 People discharged from hospital following a compulsory admission are entitled under Section 117 of the Mental Health Act 1983 to receive aftercare services from the Council free. The nature of aftercare services and indications of improvement leading to these services no longer being needed will be included in the Care Plans of all people receiving services under Section 117.
- 9.2.3 Charges set by the Council are likely to vary on an annual basis. Where appropriate Trust managed employees will ensure service users are aware of possible charges and refer all cases where people use services provided by the Council to the Council Finance section. This section will liaise with relevant staff and the service user to ensure that an appropriate financial assessment is completed and fair charging applied. Charges will be revised with effect from the first Monday in April each year

10. INDEMNITY AND INSURANCE

- 10.1 Each Party shall remain individually responsible for any claims, damages or liabilities arising in respect of work carried out or services provided by their respective employees.
- 10.2 References in this clause to damages, claims and liabilities shall include payment of sums recommended by an ombudsman or under any other complaint resolution process.
- 10.3 The Council hereby indemnifies the Trust from and against any damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the Trust arising from the provision of works or services under this Agreement by the Council or the breach by the Council of any obligation under this Agreement or default of the Council, and its agents, contractors or employees.

- 10.4 The Trust hereby indemnifies the Council from and against any damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the Council arising from the provision of works or services under this Agreement by the Trust or the breach by the Trust and its contractors or employees of any obligation under this agreement or default of the Trust and its agents, contractors or employees.
- 10.5 In relation to the diagnosis, care and treatment of a service user or patient of the Trust and the Trust's functions, the provisions of the NHS indemnity risk pooling insurance arrangements shall apply in relation to any acts or omissions of the Trust, its employees or agents in consequence of which the service user or patient suffers harm. The NHS Litigation Authority Risk Management Standards for Adult Mental Health is also relevant and should be referred to in conjunction with this document in terms of indemnity and insurance.
- 10.6 The Parties shall keep each other properly informed of any circumstances reasonably thought likely to give rise to any claim or proceedings which are or may be subject to an indemnity under this Agreement and any material developments in relation to any such claim "Material developments" means any material developments relating to the claim.
- 10.7 Each party hereby agrees to mitigate any loss suffered or likely to be suffered to the fullest extent reasonably possible.
- 10.8 The Council's insurance arrangements are as follows:-
- All main cover is now with Zurich Municipal
 - Public Liability Cover £35m.
 - Employer Liability Cover £35m.

11. TERMINATION

- 11.1 The partnership may be terminated upon 12 months' written notice from one partner to the other where:
- The parties have agreed at the strategic review meeting referred to in clause 7 that the partnership should be terminated, and:
 - The parties have agreed in good faith a detailed exit strategy that addresses all the consequences of a termination including:
 - a. the relationship with service contractors
 - b. personnel issues
 - c. the financial impact of termination
 - d. all other relevant issues
 - e. the parties have agreed to ensure that the minimum of disruption is caused to service users in the event of the Partnership being terminated

Any party may terminate this agreement on not less than 3 months written notice to the others in the event that there is any change in law or guidance which precludes the further effective operation of the partnership.

Any partner may terminate this agreement forthwith by written notice to the others in the event that the joint arrangements place that partner in breach of its statutory obligations.

In making detailed arrangements for the dissolution of the agreement, should this be necessary, the parties will endeavour to reach agreement on an approach which respects the following principles:

- (a) Disruption to services provided to patients and service users should be minimised.

- (b) So far as is practically possible, each party should make arrangements to secure the continuing employment of its own employees within its own organisation.
- (c) Property and resources allocated by each party to the agreement will be returned to that party.

12. FORCE MAJEURE.

12.1 A Force Majeure Event, to the extent that it is not attributable to either Party or its staff includes :

- war, civil war (whether declared or undeclared), riot or armed conflict;
- radioactive, other aerial devices travelling at sonic or supersonic speed;
- acts of terrorism;
- explosion;
- fire;
- flood;
- extraordinarily severe weather conditions which are both unforeseen and for which precautions are not customarily taken by prudent business organisations so as to avoid or mitigate the impact thereof;
- industrial action which affects the provision of the Services, but which is not confined to the workforce of either Party or is site specific;
- pestilence;
- the actions of governmental authorities to the extent that such actions are implemented either pursuant to emergency powers or otherwise outside the usual course of governmental business;
- Act of God/or
- other event which is beyond the reasonable control of the Party in question and could not have been avoided or mitigated by the exercise of all reasonable care by that Party and further provided that such event materially affects the ability of the Party seeking to rely upon it to perform its obligations under this Agreement.

12.2 No Party shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any loss or damages incurred by that party to the extent that a Force Majeure Event occurs and it is prevented from carrying out obligation by that event.

12.3 Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.

12.4 As soon as practicable, following such notifications, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Agreement where possible.

Confidentiality

12.5 Except as required by law, each Party agrees at all times during the continuance of this agreement and after its termination to keep confidential all documents or papers which it receives or otherwise acquires in connection with the other whether or not marked with such words signifying that they should not be disclosed.

- 12.6 The Parties agree that they will each cooperate, at their own expense, to enable any Party receiving a request for information under the Freedom of Information Act 2000 to respond to that request promptly and within the statutory timescales. This cooperation shall include but is not limited to finding, retrieving and supplying information held, directing requests to other organisations as appropriate and responding to any requests by the Party receiving a request for comments or other assistance.
- 12.7 Each Party shall (and shall procure that any of its staff involved in the provision of this Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both Parties will duly observe all their obligations under the DPA which arise in connection with this Agreement.

Caldicott Guardian

- 12.8 The Trust (Chris Stanbury, Director of Nursing and Governance) and the Council (Head of Adult Social Care) are nominated Caldicott Guardians, who monitor access to patient information. The Guardian is responsible for agreeing and reviewing guidelines that govern the way "patient-identifiable information" is released (that is personal data by which a patient can be identified). When applying the requirements of Caldicott, the following principles should be followed:
- Justify the purpose
 - Do not use patient-identifiable information unless absolutely necessary.
 - Use the minimum information.
 - Access should be on a strict need-to-know basis.
 - Everyone should be aware of their responsibilities
 - Understand and follow the law.
- 12.9 The Caldicott Guardian can give advice on any concerns about handling personal information.
- 12.10 Disaster recovery and business continuity issues will be addressed jointly using the appropriate health or council related policy.

13. DISPUTE AND RESOLUTION

- 13.1 In the event that a dispute arises, the partners will follow the Council's Dispute & Resolution Procedure, which should involve initially discussions with relevant parties to resolve the dispute on an informal basis:
- If discussion referred to above fail to resolve the dispute, the Head of Adult Social Care within the Council will arrange a meeting with persons or services that they judge to be appropriate.
 - If the dispute remains unresolved the Assistant Director - Adult Social Care and Housing and the Service Director for Adult Mental Health (or their representatives) will meet in an effort to resolve the matter.
- 13.2 If the negotiations referred to above should fail to resolve the dispute within 28 days both parties will consider attempting to resolve the dispute through the use of alternative dispute resolution techniques. If taking this route, the parties will seek assistance from the Centre for Dispute Resolution of London (CEDR) (or such other similar organisation as may be agreed) as to the suitable methods and personnel with which to conduct the proceedings.
- 13.3 In the event that the dispute is not resolved within 28 days of referral through the use of alternative dispute resolution as referred to above or either party does not wish to use

alternative dispute resolutions techniques then either party may seek legal redress through the exclusive jurisdiction of the English courts. Neither party shall be prevented, by the inclusion of this condition from applying at any time to the English courts for such interim or conservatory measures (including but not limited to injunctive relief or measures relating to the preservation of property) as may be considered appropriate.

- 13.4 Neither party will serve notice to terminate in circumstances where there is a dispute before they have followed procedure outlined in clause 15.1.

14. ASSIGNMENT AND SUB-AGREEMENTS

- 14.1 The Parties acknowledge that neither of them shall be entitled to assign the whole or part of their rights or obligations under this agreement unless required to do so by any statutory provision or by the Secretary of State for Health in consequence of any transfer of their respective functions to another body or agency, or unless the other party gives prior written consent to such an assignment.
- 14.2 Each Party shall not without the prior written consent of the other Party sub-contract the provision of all or part of the services under this Agreement, and the sub-contractor shall be required to enter into a sub-contract containing provisions of similar content, force and effect to the relevant provisions of this Agreement. Any such subcontract shall not relieve the party subcontracting any of its obligations under this Agreement. It will continue to be the responsibility of the party sub-contracting to ensure that the services are provided to the standards required in this Partnership Agreement and that all performance targets set are met.

15. PREVENTION OF CORRUPTION / QUALITY CONTROL

- 15.1 The NHS Counter Fraud and Security Management Service (CSFMS) will have the responsibility for the prevention, detection and investigation of fraud and corruption in the management of this Agreement.
- 15.2 Both the Trust and the Council will have a nominated and accredited Local Counter Fraud Specialist (LCFS) arrangements for this is within the Local Authority Internal Audit Department.
- 15.3 Quality Control**
- 15.3.1 The social care elements of services identified in the schedules will comply with the Council's duty to provide best value in the services it commissions and provides.
- 15.3.2 The Council Operations Manager and Trust General Managers within the services will ensure that work undertaken within the team is subject to the Internal Quality Systems Auditing procedure to assess quality. This will be undertaken through supervision of staff and participation in the formal Directorate Clinical Effectiveness & Audit Annual Forward Programme. Clinical audits undertaken will primarily occur through peer review and may occur via a range of media (including electronic and manual trawls).
- 15.3.3 The annual clinical effectiveness and audit programme will include a CPA audit. This will ensure that the volume and quality of assessments, Care Plans, reviews, risk assessments and clinical records are considered and are of a consistently high standard. Results of the CPA audit will be reported to relevant operational and strategic level forums to ensure constant quality improvement in the delivery of clinical care and treatment.

- 15.3.4 The services to be delivered under this Agreement will be subject to inspection and scrutiny by the Healthcare Commission and the Commission for Social Care and Inspection.
- 15.3.5 Both Parties will facilitate a joint user/ carer satisfaction survey. To be agreed at Health & Wellbeing Partnership Board.

16. COMPLAINTS

- 16.1 Complaints by service users, carers or others will be responded to through use of the appropriate statutory procedure, either that of the Council (Local Authority Social Services Complaints (England) Regulations 2006) or THE TRUST (National Health Service (Complaints) Regulations 2004) and the update - Statutory Instrument 2006 No. 2084 The National Health Service (Complaints) Amendment Regulations 2006, dependent upon the nature of the complaint.

17. CONTRACTS (RIGHTS OF THIRD PARTIES)

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

18. NOTICES

- 18.1 Any demand, notice or communication in relation to this Partnership Agreement shall be deemed to be delivered to the relevant party if delivered by hand, sent by first class pre-paid post, e-mail or fax and shall be deemed to have been duly served if delivered by hand, when left at the proper address to the Head of Service or Director (Council) or Service Director (Trust); if given or made by first class post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays).
- 18.2 Provided that where in the case of delivery by hand, such delivery occurs either after 4.00pm or on a day other than a business day, service shall be deemed to occur at 9.00 am on the next following business day. Any demand notice or communication shall be made in writing addressed to the recipient at the address stated in this agreement

19. GOVERNING LAW

- 19.1 This agreement shall be subject to and interpreted in accordance with arbitration law and will be subject to the jurisdiction of the Courts of England.

19.2 Legal Advice

- 19.2.1 Council staff must obtain legal advice from the Council's Legal Services department. Trust staff must obtain legal advice from the Trust's legal department. Staff employed in connection with the provision of services under this Agreement must obtain legal advice from the Trust's legal department.

[Signed/ executed/sealed]

.....
Ada Burns, Chief Executive, Darlington Borough Council

[Signed/ executed/sealed]

.....
Martin Barkley, Chief Executive, Tees, Esk and Wear Valleys NHS Trust

SCHEDULE 1: AIMS AND OBJECTIVES

1. Introduction

The services to be delivered in accordance within this Partnership Agreement will be a jointly delivered by the Parties.

The Parties share the following vision of success for the delivery of health and social care services.

2. Joint Aim

The over arching aim of the Parties is to achieve a comprehensive mental health service serving the people of the area through:

- The delivery of the National Service Frameworks for Adult Mental Health, Learning Disabilities and Older People, the NHS Plan and Social Services legislation/policy implementation in the context of other statutory requirements and the policies and local commissioning strategies
- Contributing to achieving the aims and objectives of the local forums which contribute to Strategic Partnerships and planning (e.g. LSPs etc)
- Actively involving a wide range of stakeholders, including users and carers, in the management and monitoring and evaluation of Adult Mental Health Services, Older People Services and Learning Disabilities Services in the area

This would encompass:

- providing care through a comprehensive range of health and social care professionals in locally based services;
- delivering services in ways which help achieve social inclusion and regeneration;
- accessing services which are timely, convenient and comprehensive;
- development and implementation of procedures for services to meet statutory responsibilities in respect of approved social work functions and care co-ordination, including assessment, care planning and reviewing individual needs in a way which seamlessly co-ordinates and delivers health and social care services;
- offering continuity of care to service users and their carers;
- development of services for those not being reached at present or who are difficult to engage in services;
- ensuring that the diverse needs of the population are met appropriately, so that needs relating to gender, ethnic minorities and culturally different groups can be met sensitively.
- providing services that respond appropriately and quickly;
- involving service users and carers in the planning of services.

3. Objectives

To achieve these key aims the following objectives are agreed:

- To adopt evidence based approaches with service users to ensure maximum opportunities for recovery;
- To enable people who use services and carers to help design, select from among, monitor and evaluate and contribute to providing effective services;
- To support individuals to develop and maintain social inclusion, community membership and integration into non-specialist resources within the community;
- To work with generic community services groups, education services, employers, benefits agencies, consumer groups and organisations, family and friends, carers, housing agencies, to ensure a whole person, person centred approach to supporting and promoting recovery;
- To, wherever possible, assist service users and their carers to continue living in their own homes;
- To use at all times the least restrictive services possible;
- To ensure people with mental health issues have access to and receive service equitably according to their need and wherever possible according to their choice;
- To ensure that appropriate information is available for service users and carers;

- To establish close links with other partners as appropriate.
- To facilitate the development of a skilled and motivated social care workforce, with planned access to high quality training and development opportunities
- To establish close links with other parts of the Council's work i.e. commissioners etc;
- To ensure that each person who needs care and support can identify a single professional who has overall responsibility for the arrangements being made to help them and who is in a position to deal rapidly with problems and changes in the person's circumstances.

SCHEDULE 2: THE TRUST'S NHS HEALTH CARE FUNCTIONS AND THE COUNCIL'S HEALTH AND SOCIAL CARE RELATED CARE FUNCTIONS/ FINANCIAL CONTRIBUTIONS

2.1 Trust Health Care Functions

The following is a statement on the individual service components (e.g. care functions) provided by the Trust that will contribute:

- **Adult Mental Health Services** encompass inpatient facilities, community services, including crisis and home treatment, liaison psychiatry with acute hospitals, and a range of additional specialist services e.g. eating disorders, offered on a Trust wide basis. Services are provided for adults aged 18 upwards who have mental health problems with an emphasis on recovery and the delivery of a high standard of care to users and carers.
- **Mental Health Services for Older People** provide care from inpatient facilities, community services, including day services and outpatient services, and liaison with acute hospitals.
- **Learning Disabilities including Forensic Services** offer assessment and treatment facilities, behavioural therapy services and challenging behavior services.

2.2 Council Health and Social Care Functions

The Government's policy is that healthcare services should be delivered as locally as possible, so that they are convenient and responsive to patients' needs.

The Council works in partnership with the Trust to provide the necessary health and social care functions. Its commitment is to encourage greater public and community involvement and within the broader context of promoting effective governance across the public services.

Key features of good governance include:

- a focus on quality services for patients;
- effective service delivery supported by clearly defined roles and responsibilities;
- promotion of the recognised values of partnerships to provide a better public service;

Our partnership approach focuses on modernising and delivering health and social care services together. Whether a service is delivered by the Council or the Trust, service users can expect seamless delivery.

This means that users have access to a range of services through a single access point, regardless of which party provides the service.

2.3 Summary

Funding for the partnership is provided from each organisation. Accountability for the Council budget lies with the Service Operations Manager, Adult Mental Health. Accountability for the Trust budget lies with the Trust's General Managers.

Separate budgets are held by each organisation and run in parallel, although funds are not pooled.

Day to day financial operations and management is undertaken by the Integrated Team Managers and reported to the Council's Operations Manager, Adult Mental Health and the Trust's General Managers through the individual services management reporting structures.

Any party holding funds for the other under these arrangements is referred in this clause to as "the authorised Budget Holder". In conducting those specific arrangements the parties agree that;

- Respective financial limits require that each organisation set an annual budget based on a wide ranging set of factors. It is possible that one or both parties may have to respond to pressures and make savings. Priorities for new investment will be agreed through the appropriate budgetary decision making process.
- Should any party appear to be over or under spending, the authorised budget holder shall draw this to the attention of the other's nominated representative and the parties shall agree measures to manage the situation. If the overspend continues, the authorised budget holder will give in writing to the other party an explanation of the over-spend. Under-spent budgets of either party may not be vired for other purposes without the consent of both parties'.
- Authorised budget holders shall manage budgets allocated to them following the financial guidance of the organisation that has allocated the budget.

2.4 Charging and Financial Assessments

Users of services provided by the Council are liable to pay charges towards the cost of social services provided whereas NHS patients receive NHS services free at point of demand.

People discharged from hospital following a compulsory admission are entitled under Section 117 of the Mental Health Act 1983 to receive aftercare services from the Council free. The nature of aftercare services and indications of improvement leading to these services no longer being needed will be included in the Care Plans of all people receiving services under s117. Regular reviews of these services will be undertaken.

Charges set by the Council are likely to vary on an annual basis. Where appropriate Trust managed employees will ensure service users are aware of possible charges and refer all cases where people use services provided by the Council to the Council Finance section. This section will liaise with relevant staff and the service user to ensure that an appropriate financial assessment is completed and fair charging applied.

2.5 Transfer of Funds

There will be a transfer of funds between the Parties in respect of services detailed below:

Recharge from	Recharge to	Service	Description
Darlington BC	TEWV	Adult Mental Health	Hundens Lane Team - Admin Support
TEWV	Darlington BC	Adult Mental Health	Earlstone House - Contribution to respite beds
TEWV	Darlington BC	MHSOP	West Park Integrated Team Co-ordinator

SCHEDULE 3: SERVICE SCHEDULES

3.1 Adult Mental Health Services

Service	Address and Contact Details	Staffing as at November 2007	Service Description
South Durham Liaison Psychiatry Service	Darlington Memorial Hospital Hollyhurst Road Darlington DL3 6HX Telephone 01325 743308 Contact Jean Stores	Health Team	Provides assessment and referral for follow up care linking to other mental health service for those who attend A&E following an episode of self harm. Provides an assessment service, advice and follow up for those with a chronic physical health problem and significant mental health problem.
Willow Ward	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000 Contact: Deborah Storr	Health Team	15 bedded low secure special care service.
Birch Ward	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000 Contact: Jim Turton	Health Team	Adult mental health acute inpatient service, mixed
Cedar Ward	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000 Contact: Marjorie Carney	Health Team	10 bedded mixed psychiatric intensive care unit
Clinical Psychology Primary Care Darlington	Rowan Building, Darlington Memorial Hospital, Hollyhurst Road	Health Team	Primary care psychology service

Service	Address and Contact Details	Staffing as at November 2007	Service Description
	Darlington DL3 6HX		
Crisis Resolution Darlington	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000 Contact: Jacqui McAlinden	Health Team	Crisis resolution and home treatment team
Darlington Assertive Outreach Team	4 Woodlands Road, Darlington, DL3 7DJ Telephone: 01325 350501 Contact: Trudy Tindle	Integrated Team	PIG compliant assertive outreach team
Darlington Community Psychosis Intervention Team Woodland Road	4 Woodlands Road, Darlington, DL3 7DJ Telephone: 01325 350501 Contact: Jim Sowter	Integrated Team	Access to health and social service for people with psychosis problems
Darlington Community Intervention & Affective Disorder Team, Hundens Lane	Hundens Lane, Darlington, DL1 1DT Telephone: 01325 382639 Contact: James Sowter	Integrated Team	Access to health and social care services for specialist assessment and care of people with affective disorders
Day Hospital, Darlington	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000	Health Team	Delivery of physical treatments, i.e. lithium clinic, Clozapine clinic
Earlston House, Darlington	181 Conniscliffe Road, Darlington, DL3 8DE Telephone: 01388 553306 Contact: Stephen Luke	Health Team	Community based 24 hour nursed rehabilitation service including the provision of respite and crisis care

Service	Address and Contact Details	Staffing as at November 2007	Service Description
Elm Ward	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000 Contact: Jim Turton	Health Team	Adult mental health acute inpatient service.
Holly Ward	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000 Contact: Deborah Storr	Health Team	Hospital site based 24 hour nursed rehab service
Maple Ward	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000 Contact: Marjorie Carney	Health Team	Adult acute mental health inpatient service. Mixed
Psychiatric outpatient clinic.	West Park Hospital, Edward Pease Way, Darlington, DL2 2TS Telephone 01325 552000	Health Team	Consultant outpatient assessment and review service
Shildon Community Extended Care Unit	26 Middleton Row, Shildon, Co Durham, DL4 1NN Telephone: 01388 772342 Contact: Stephen Luke	Health Team	Community based 24 hour nursed rehabilitation service including the provision of respite and crisis care

3.2 Mental Health Services for Older People

Service	Address and Contact Details	Staffing as at November 2007	Service Description
Mental Health Liaison Nurse	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000 Contact Cath Peat	Health Post	Older Peoples Mental Health Liaison Nurse working into Darlington General Hospital- dealing with assessment s of patients over 65 with organic and functional illnesses
Young Onset Dementia	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000	Health Team	Specialist assessment and Treatment , including arrangement of care packages for people with young onset dementia
St. John's Unit	St. John's Unit Hundens Lane Darlington DL1 1DT Tel: 01325 382639 Contact: Doug Wardle Clinical Services Manager	Health Team	Was registered as a private hospital but now deregistered to EMI nursing. 3 patients are still there on Mental Health Act section and a number on guardianship.
Memory Nurse	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000 Contact Debbie Connor	Health Post	Covers Darlington and Teesdale
Beech Day Hospital Service	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552000	Health Post	Day centre offering social, physical and psychological stimulation in a safe, secure and caring environment. Assessment and treatment of patients attending on a day basis focus on partial admission to hospital and prevention of admission to in-patient units.

Service	Address and Contact Details	Staffing as at November 2007	Service Description
	Contact Celia Chapman		Also used for crisis management/ partial hospitalization as an alternative to full admission
Community Mental Health Team x 2 1 x Darlington 1 x Teasdale	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552 000 Contact Janet Hewitson	Health Team with social workers co-located within the team.	Dealing with referrals from GP practices and Primary Care Team for patients over 65 with organic or functional illnesses. Role of CMHT focused on assessment and short-term and long-term treatment and psychological therapies. Furthermore, provision of advice and support for carers for management of patients in the community operates on a framework of care-coordination using a multi-disciplinary team approach with input from multi agencies. The CMHT increasingly complies with NICE guidelines for the management of medication. Support, information and advice to primary care team.
In Patient Services Oak Ward East: 12 organic beds Oak Ward West : 12 Functional Beds	West Park Hospital Edward Pease Way Darlington DL2 2TS Telephone 01325 552 000 Contact Dennis Younger	Health Teams with social worker input for ward rounds and case management	Inpatient assessment and treatment units for over 65's- separate services for organic and functional illnesses. Input for legislation such as review tribunals through team base social workers.

3.3 Learning Disability Services

Service	Address and Contact Details	Staffing	Service Description
Darlington Learning Disabilities Community Team	Team Manager Upperthorpe 90 Woodlands Road Darlington Contact: Sean Wearn Telephone:01325 555940	38 Integrated health and social care team (17 Health Staff, 21 Social Services Staff)	<p>The learning disability service is an integrated health and social care team, whose aim it is to provide help, support, advice or information to people with learning disabilities over the age of 18 and their carers. The team is made up of care co-ordinators with nursing and/or social work qualifications, support works, allied health professionals eg OT's, SALT, Physios, Psychologists, Psychiatry and admin support.</p> <p>Valuing People Now.</p> <p>Person Centred Planning and Health Action Planning are integral to the team's philosophy and care management process.</p>

SCHEDULE 4: RESOURCES

PROPERTY LIST AND STAFF MANAGEMENT ARRANGEMENTS

4.1 Property List

4.1.1 Tees, Esk and Wear Valleys NHS Trust has estate and management responsibilities of the buildings listed below:-

West Park Hospital Edward Pease Way Darlington DL2 2TS	Range of Adult and MHSOP services
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Hundens Lane, Darlington, DL1 1DT	Assertive Outreach Team Access to Home Treatment Team
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Earlston House 181 Conniscliffe Road, Darlington, DL3 8DE	24 hour rehabilitative care
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Shildon CECU 26 Middleton Row, Co Durham, DL4 1NN	Community based 24 hour nursed rehabilitation service including the provision of respite and crisis Shildon, care
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St. John's Unit Hundens Lane Darlington DL1 1DT	EMI Nursing
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Upperthorpe ITLD 90 Woodlands Road Darlington DL13 7PZ	Adult Learning Disability Services
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4.1.2 Darlington Borough Council has estate and management responsibility of the buildings listed below:-

4 Woodlands Road, Darlington, DL3 7DJ	Community Home Treatment Team
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4.2 Staff Management Arrangements

Day to day management of services will be the responsibility of the service manager, assisted by a range of clinical team leads appointed from either agency, dependant upon their level of expertise and capability.

The General Manager and appropriate Service Manager will actively participate in appropriate and required Council forums to ensure statutory obligations and performance targets are achieved.

The Council will continue as the employing organisation for those council employees as at the date of this Agreement and any replacement or additional employees seconded by TEWV Trust by the Council under the terms of this Agreement.

TEWV will continue as the employing organisation for those NHS employees as at the date of this Agreement and any replacement or additional employees seconded to the Council under the terms of this Agreement.

All Council employees will be subject to the Council's terms and conditions and will be managed through the Council's policy and procedures. The Council will provide support to managers undertaking these responsibilities through its Personnel, Information, Property, Legal Services, Social Services Department and other departments, as and when appropriate.

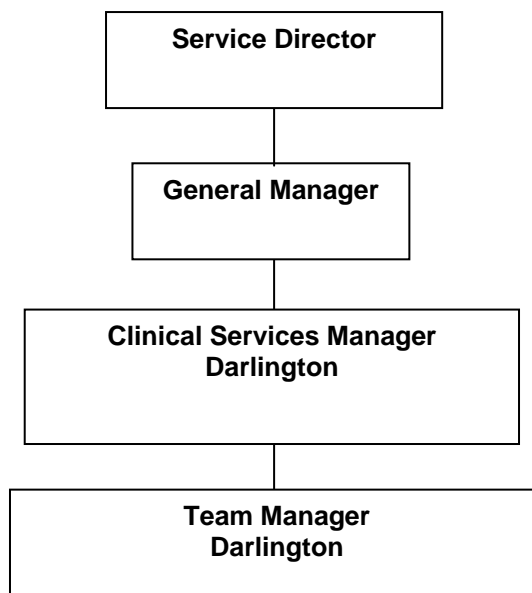
All TEWV employees will be subject to TEWV terms and conditions and will be managed through TEWV policy and procedures. TEWV will provide support to managers undertaking these responsibilities through its Finance departments and other departments, as and when appropriate.

4.2.1 Adult Mental Health

The integrated service will be directly managed by the Trust employed staff at a senior management level. Any change in management appointments will require consultation and agreement by both parties. This will include:-

General Manager	Day to day management issues
Head of Healthcare	Inpatient wards
Assistant Clinical Director (proportion of role)	Medical Management
Consultant Clinical Psychologist	Secondary care psychologists (proportion of role)
Community Intervention Manager	Assertive Outreach Team, Affective Disorders Team, Psychosis Team.

Adult Mental Health Directorate Structure – Darlington



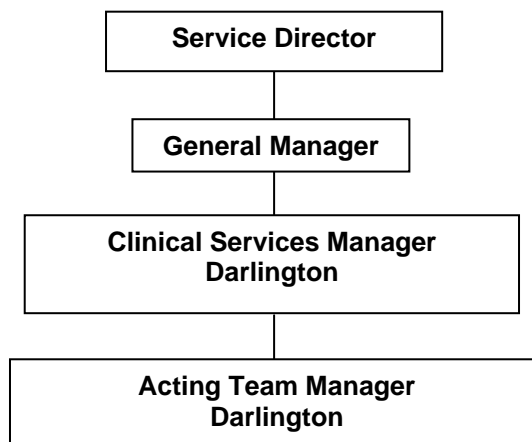
4.2.2 Mental Health Services for Older People

The integrated service will be directly managed by the Trust employed staff as a senior management outlined below. Any change in management appointments will require consultation and agreement by both parties. This will include:-

General Manager MHSOP
Clinical Services Manager

Day to day management issues
Management of clinical teams

MHSOP Directorate Structure – Darlington



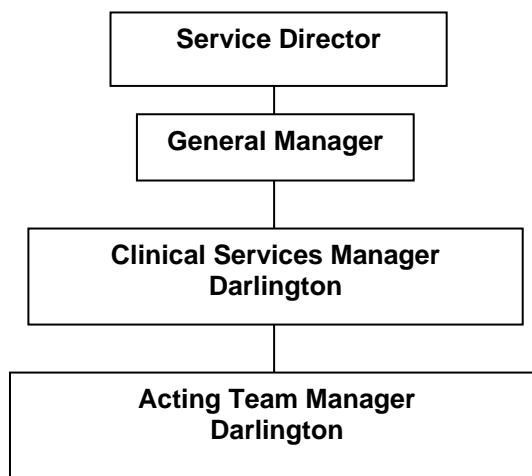
4.2.3 Learning Disability and Forensic Learning Disability Services

The integrated service will be directly managed by the Trust employed staff as a senior management outlined below. Any change in management appointments will require consultation and agreement by both parties. This will include:-

General Manager, Teesside
Community Services Manager

Day to day management issues
Management of clinical teams

Learning Disabilities and Forensic Directorate Structure – Darlington



SCHEDULE 5: GOVERNANCE

1. Objectives

The partnership approach between the Council and TEWV is aimed to deliver the best outcome for service users. The integrated approach across mental health and learning disability services relies upon effective joint working.

2. Structures

2.1 Darlington Mental Health Partnership Board.

2.1.1 Darlington Learning Disability Partnership Board.

2.1.2 The Darlington Mental Health Partnership Board is a management meeting covering business issues across TEWV and the Council. This group meets bi-monthly to enable regular review of the Partnership Agreement.

2.1.3 The representation of the Darlington Mental Health Partnership Board meeting includes:

- Chief Executive, Darlington PCT
- Locality Director of Public Health
- Operations Manager, LD, Mental Health and Substance Misuse, DBC
- Service Director AMH TEWV
- Director of Planning and Performance, TEWV
- Head of Planning, Partnerships and Development, Darlington PCT
- Mental Health Lead, Darlington PCT
- General Manager AMH TEWV
- Service Manager TEWV
- Carer Representatives
- Service User Representatives
- User Involvement Service Officer
- Representative from Mental Health Matters
- Public Health Improvement Team Representative
- Suicide Prevention Lead, TEWV
- Projects Officer, PCT

2.2 The Adult Directorate Management Team (DMT)

2.2.1 The Adult Directorate Management Team meets on a monthly basis and covers business issues for Adult services across the Directorate. Additional operational meetings are held within the month for locality operational issues. This will enable regular review of the Partnership Agreement. Commissioning and operational issues will also be considered within the structure.

2.2.2 Representation at the Adult Mental Health DMT includes:

- The Clinical Director
- The Service Director
- The General Managers
- The Clinical Service Managers

- Consultant Psychiatric Representative
- Professional Leads
- Human Resources Manager
- Directorate Accountant
- Performance and Planning Manager
- Workforce Development Manager
- Consultant Clinical Psychologist

2.3 The Mental Health Services for Older People (MHSOP) Directorate Management Team

2.3.1 The MHSOP Directorate Management Team meets on a monthly basis and covers business issues for MHSOP across the Directorate. Additional operational meetings are held within the month for locality operational issues. This will enable regular review of the Partnership Agreement. Commissioning and operational issues will also be considered within the structure.

2.3.2 Membership of the MHSOP DMT includes:

- The Clinical Director
- The Service Director
- The General Managers
- The Clinical Service Managers
- Consultant Psychiatric Representative
- Professional Leads
- Human Resources Manager
- Directorate Accountant
- Performance and Planning Manager
- Workforce Development Manager
- Consultant Clinical Psychologist
- Admin/Clerical Manager(s)

2.4 The Learning Disabilities (LD) Directorate Management Team

2.4.1 The TEWV LD Directorate Management Team meets on a monthly basis and covers business issues for Learning Disabilities across the Directorate. Additional operational meetings are held within the month for locality operational issues. This will enable regular review of the Partnership Agreement. Operational issues will also be considered within the structure.

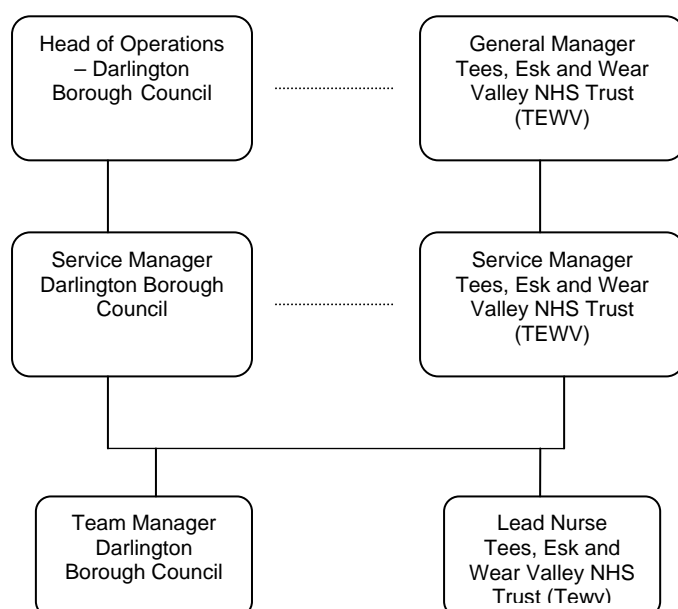
2.4.2 Representation at the LD DMT includes:

- The Service Director
- The General Manager
- The Clinical Service Managers
- Consultant Psychiatric Representative
- Professional Leads
- Human Resources Manager
- Directorate Accountant
- Performance and Planning Manager

Darlington Borough Council Adult Services are not represented at the Trust DMT.

Darlington Learning Disability Community Team is managed through a series of joint meetings involving Darlington Borough Council and TEWV management representatives these meetings cover strategic, performance, operational and workforce issues. Meetings also have representation from professional leads.

Joint Management Structure for Darlington Learning Disability Community Team is as follows:



2.5 Local Governance Groups

In addition to the groups described above, there are also a number of locality based governance groups which meet at regular intervals and include membership from a range of professional groups.

3. Performance Management

- 3.1 Each party will contribute to the required performance management framework within their respective organisations. This will include contribution to the statutory NHS and social care returns, specific performance frameworks that are in place and have been agreed plus ad hoc requests to support audit, governance and performance improvement.
- 3.2 Performance issues including recording issues will be subject to review. Areas of concern will be escalated and reviewed at the appropriate management group, dependent upon the client group.

4. Recording, and management, planning and monitoring information

- 4.1 Manual recording of assessment, planning, supervision and contact for each service user will be made in respective case files, as per relevant joint record keeping guidelines, which include requirements specific to social care.
- 4.2 Electronic recording systems will be maintained in respect of service users and carers as required by both Parties. For service users and/or carers allocated to Social Services or

provided services by Social Services facilities, the Care-first system must be maintained to ensure Department of Health returns can be made. All performance management returns will be submitted as agreed.

- 4.3 TEWV and the Council will ensure that they collect and analyse information relevant to the planning, management, and monitoring of the services for which it is responsible.
- 4.4 The Senior Management Team (consisting of all Senior Managers with the Council's Department of Social Care) and Executive Management Team (consisting of Chief Operating Officer and Directors within TEWV NHS Trust) may, from time to time, request that specific information and updates are produced and delivered to relevant individuals and/or forums as and when required.

5. External Inspection, Audit and Monitoring

- 5.1 TEWV and the Council will provide appropriate access and information to any external body empowered by statute to inspect or monitor the delivery of mental health and learning disability services.
- 5.2 TEWV and the Council may make arrangements for inspections directly with any external regulatory body where such arrangements are acceptable to that body. TEWV will ensure the Council is informed about the anticipated and actual outcomes of such inspection and vice versa.

6. Best Value Obligations

- 6.1 The social care elements of services identified in Schedule 3 will continue to comply with the Council's duty to provide best value in services it commissions and provides.
- 6.2 The Council will agree with TEWV those elements of any action plan resulting that affects TEWV, and vice versa