

**TOWER HAMLETS MENTAL HEALTH SERVICES  
PARTNERSHIP  
SECONDMENT PROTOCOL  
Version One**

**1. INTRODUCTION.**

- 1.1.** This protocol forms part of the overall Section 31 (Health Act 1999) Partnership Agreement for integrated mental health services, between London Borough of Tower Hamlets Social Services Department, East London and the City Mental Health NHS Trust. This Partnership is supported by a Joint Commissioning Agreement established between London Borough of Tower Hamlets Social Services Department and Tower Hamlets Primary Care Trust.
- 1.2.** The Section 31 Partnership Agreement provides the framework to enable the secondment of Social Services staff employed by LBTH-SSD to ELCMHT, the purpose of which is to achieve integrated and seamless mental health services for adults of working age and (at a later implementation date) older adults.
- 1.3.** Current mental health legislation requires that Approved Social Workers (who form a substantial proportion of the LBTH-SSD staff in adult and older adult mental health services) are employed by local authorities with Social Services responsibilities. The agencies embracing the Partnership Agreement have agreed to initially establish the integrated mental health provider on the basis of secondment of all relevant existing LBTH-SSD employees, including Approved Social Workers, into the new organisation. All members of staff in ELCMHT, whether seconded or directly employed, are valued equally and will enjoy equality of opportunity within the new organisation.
- 1.4.** The secondment of LBTH-SSD employees to ELCMHT may occur on a full or part-time basis. The employee's existing terms and conditions of service, together with pension provision, remain intact, subject to any subsequent agreement by the employee to vary any existing terms and conditions. Each seconded employee and the employer will sign an individual secondment agreement, the details of which are outlined within this Protocol.

## **2. WHO WILL BE SECONDED?**

- 2.1.** The secondment arrangement will include all LBTH-SSD staff working within the ELCMHT Tower Hamlets locality integrated services for adults of working age, including the level of Team Manager, the Social Work Professional Head, the Co-ordinator for Children in Families with Mental Illness and the Community Training and Development Co-ordinator. The teams and posts covered by this agreement are detailed in Appendices four and five.
- 2.2.** It is recognised that some LBTH-SSD staff who may be seconded, are currently employed in positions that also have responsibilities falling outside the immediate remit of ELCMHT. In these circumstances discussions will take place with the individuals concerned and appropriate arrangements or alternative options agreed.

## **3. PARTIES TO THE SECONDMENT PROTOCOL AND INDIVIDUAL SECONDMENT AGREEMENTS.**

- 3.1.** Individual secondment agreements are tripartite agreements involving LBTH-SSD (the employer), ELCMHT (the receiving organisation) and the individual employee. Appropriate representatives of ELCMHT and LBTH-SSD will agree the Secondment Protocol.

## **4. INCLUSIONS AND ATTACHMENTS TO SECONDMENT AGREEMENTS**

- 4.1.** Reference to the terms of the employee's Contract of Employment will be made in the individual Secondment Agreement. Details of the Partnership Agreement and a copy of the Secondment Protocol will also be attached.
- 4.2.** The location of the Secondment post will be stated for each seconded staff member. However, it is recognised that in order to meet changes in service provision, these locations may change over time. If this is necessary, consultation with staff will take place. Staff employed by the LBTH-SSD cannot be required to work outside the Borough of Tower Hamlets.
- 4.3.** The individual Secondment Agreement will automatically terminate if the Contract of Employment is terminated for any reason whatsoever. Upon such termination the seconded

member of staff has the responsibility to return to ELCMHT all documents, goods and/or projects relating to the management and delivery of their work that were either held or created by them during the secondment period.

**4.4.** The individual Secondment Agreement will include a redundancy waiver against ELCMHT. This means that should the Partnership Agreement (and hence the Secondment Agreement) come to an end, seconded staff will be unable to make a claim of redundancy against ELCMHT as the provision of social care services for mental health, including the associated staff, will be returned to LBTH-SSD.

**4.5.** The length of the secondment period will be stated in the individual Secondment Agreement. The stated initial period of secondment will be the same for all seconded staff.

## **5. ACCOUNTABILITY**

**5.1.** Seconded staff will be deployed to work within ELCMHT as full members of its teams/units. They will be managerially and professionally accountable to Line Managers within ELCMHT regardless of professional background. This will include accountability for their standards of practice and management of their workloads.

## **6. SUPERVISION, APPRAISAL, IDENTIFICATION OF TRAINING NEEDS AND PERFORMANCE MANAGEMENT**

**6.1.** All staff, including those seconded, working within ELCMHT will receive appropriate support and supervision. Seconded staff from Social Services will receive line management supervision and performance management/appraisal from operational team managers and/or Senior Practitioners.

**6.2.** The Professional Head of Social Work and the Joint Training Coordinator for Community Mental Health services will lead on the development of a comprehensive supervision strategy to ensure the ongoing professional development and practice support requirements of seconded staff are adequately met within integrated operational teams.

**6.3.** Until further arrangements have been agreed through consultation with staff and Trade Unions, seconded staff will be supervised and appraised in line with the policies and protocols of LBTH.

- 6.4. The training and development needs of all seconded staff, including administrative staff, will be identified by ELCMHT line managers and supervisors and will be met by the training and development plans of ELCMHT and through the work of the joint Training Co-ordinator for Community Mental Health teams and the Professional Head of Social Work, as appropriate.
- 6.5. Over time, all training and development will be co-ordinated through the Modernisation, Service Development and Training Strategy Group.

## **8. RESPONSIBILITY FOR RESOURCES**

- 8.1. Where a seconded member of staff is responsible for the management of ELCMHT budgets or the procurement of equipment and services, they should follow the Standing Financial Instructions (SFIs) and associated procedures of ELCMHT.
- 8.2. In undertaking such duties seconded staff should be mindful to ensure efficient and transparent financial management. This will include financial probity, the management of financial risk and the achievement of value for money.
- 8.3. All seconded staff taking this responsibility will receive appropriate and sufficient training in ELCMHT SFIs and associated procedures.
- 8.4. Administrative and managerial staff with responsibility for LBTH resources will receive support from the LBTH administrative systems manager for mental health commissioning.

## **9. PAYMENT OF SALARIES AND EXPENSES**

- 9.1. Payroll Services for seconded staff will remain the responsibility of LBTH. Seconded staff and managers of such staff will, therefore, deal with LBTH payroll services in respect of any payroll or expenses matters involving secondees.

## **10. WORKFORCE INFORMATION**

- 10.1. Workforce information regarding seconded staff will continue to be collected and retained by LBTH-SSD. Monthly sickness returns for seconded staff will continue to be provided by managers to LBTH HR. It is recognised that ELCMHT will also require data concerning seconded staff in order to support the planning and delivery of services. LBTH-SSD in accordance with the format and deadlines identified by ELCMHT will provide this

information.

## **11. DATA PROTECTION**

**11.1.** Both LBTH-SSD and ELCMHT agree to protect any personal data held on seconded staff in accordance with the Data Protection Act 1998 and any other relevant legislation and guidance.

## **12. REPLACEMENT OF SECONDED STAFF**

**12.1.** Subject to the availability of sufficient resources, at an implementation date to be agreed after 1<sup>st</sup> April 2003, the provision of administrative services to support the recruitment and selection process of seconded staff will be undertaken by ELCMHT on behalf of LBTH-SSD. ELCMHT will follow their own recruitment procedures for the appointment of seconded staff, in liaison with LBTH-SSD HR.

**12.2.** Appointment Panels for these posts will usually include the line manager for the unit in which the secondee will work, a seconded senior staff member/manager employed by LBTH (who will be trained in LBTH recruitment procedures) and a third, appropriate panel member. All staff involved in appointments will be trained in ELCMHT and LBTH appointment procedures.

**12.3** The Performance Management systems for the Integrated Provider Partnership Agreement will ensure that the sufficiency of ASWs and other social care staff is regularly monitored. When any post falls vacant within the integrated mental health provider services, the post will be subject to review to ensure that the resources are used optimally to meet the needs of the service.

**12.4** Should the provider service managers (ELCMHT) wish to adjust the use of a staffing resource (e.g. to appoint a person of a different discipline to the one who has left and/or for the appointee to be employed by a different agency) this will be done in consultation with the ELCMHT-TH Service Manager and the LBTH-SSD Commissioning Manager.

**12.5** Should any amendments to job descriptions for seconded posts be required, these will be subject to the LBTH usual consultation with the relevant Trade Unions.

### **13. STATEMENTS OF TERMS AND CONDITIONS FOR SECONDED STAFF**

**13.1.** Secoded staff will receive an individual secondment agreement which, in conjunction with this protocol, will lay out their terms and conditions at the outset of the secondment period. The respective powers of LBTH-SSD and ELCMHT to change terms and conditions will be identified within these documents.

**13.2.** All LBTH Human Resource policies and procedures will apply to seconded staff other than those laid out below, until such time as alternative arrangements have been agreed through a process of consultation with Trade Unions and any other relevant parties.

### **14.0 ELCMHT HUMAN RESOURCE POLICIES AND PROCEDURES TO WHICH SECONDED LBTH STAFF WILL BE SUBJECT**

**14.1**

### **15.0 CONTINUED LINKS WITH LONDON BOROUGH OF TOWER HAMLETS**

**15.1.** There will be ongoing close liaison between LBTH-SSD and ELCMHT concerning employment issues and the future development of human resource and other policies. The Service Manager for ELCMHT-TH will co-ordinate this liaison.

### **16.0 CONSULTATION ARRANGEMENTS**

**16.1.** LBTH-SSD Union representatives will be consulted through a formal mechanism (to be agreed by Tower Hamlets Trade Unions and ELCMHT) on any matters of ELCMHT policy or procedure which may impact upon seconded staff.

### **17.0 MANAGEMENT OF CHANGE**

**17.1.** It is recognised that ELCMHT and LBTH-SSD face changing environments, which will offer many challenges and opportunities, some of which may necessitate organisational restructuring and changes in employment levels. In the event that seconded staff are affected by organisational change ELCMHT and LBTH-SSD will ensure that they comply with LBTH-SSD Change Management Policies and procedures.

**17.2.** Seconded staff will have the right to return to a substantive post if the Partnership Agreement comes to an end. If the substantive post is to terminate or is placed "at risk" during the secondment period, LBTH-SSD Change Management Policies and procedures will be complied with, i.e. consultation will take place with the employee and his/her representative and suitable alternative employment will be a consideration.

## **18.0 EARLY TERMINATION OF THE PARTNERSHIP AGREEMENT**

**18.1.** In the event that the Partnership Agreement between LBTH-SSD and ELCMHT terminates, the provision of social care provided under the Agreement by ELCMHT will be returned to LBTH-SSD.

## **19.0 CONFIDENTIALITY**

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

## **20.0 INSURANCE ARRANGEMENTS**

**20.1** LBTH-SSD and ELCMHT will ensure that suitable public liability & employers liability insurance is in force during the period of the Agreement.

## **21.0 CONFLICTS OF INTEREST**

**21.1.** Seconded staff shall declare and seek agreement from their line manager regarding any interests, financial or otherwise, which may give rise to conflict of interest during the course of their secondment. Such interests include other employment, business interests and positions of authority in a charity or voluntary body in the field of health and social care and any connection with a voluntary or other body contracting for NHS services.

## **22.0 ALTERATIONS TO LBTH-SSD AND/OR ELCMHT HR POLICIES**

**22.1** Should either Authority wish to change the HR policies that are in force at the implementation of the Partnership Agreement and which affect staff seconded from LBTH to ELCMHT, the other Authority will be included in the Consultation process. The above provisions for application of policies will be reviewed in the light of the introduction of any amendments to HR policies.

### **23.0 REVIEW DATE**

**23.1.** Subject to the provisions of the Partnership Agreement, this Protocol shall apply for three years from 1<sup>st</sup> April 2001 to 31<sup>st</sup> March 2004 and will be reviewed on an annual basis. A formal review of the operation of the Agreement, and its terms and conditions will take place at the end of each year of the Agreement.