

Appendix Two

Summary of key provisions within the Proposed Section 75 Agreement between the Council and the East London Foundation Trust.

1.1 Scope of the agreement

The Agreement and associated schedules comprise an overarching governance structure and framework for four '**Integrated Provider Schemes**' (6.1.1)

The four proposed schemes are as follows:

- **Adult Mental Health Services** comprising four locality Adult Mental Health teams.
Schedule 4 Annex 1
- **Housing Link** – a housing advisory service comprising of two local authority officers
Schedule 4 Annex 2
- **Learning Disability Service** – comprising three team – Transitions, Wellbeing and Mental Health **Schedule 4 Annex 3**
- **The Older People's Mental Health Service** comprising a Dementia Clinic and the Mental Health Care of Older Person Community Team (MHCOP) **See Schedule 4 Annex 4** .

1.3 Delegation of Local Authority and NHS Functions

The Local Authority delegates to the Trust its Social Care Functions **(12.1)**.

The Trust delegates to the Local Authority its NHS functions **(12.2)**

1.4 Governance and Performance

A joint Management Board is established **(15)** and has been meeting since May 2018 to prepare for the proposed formal Section 75 Arrangements.

A **Terms of Reference** has been agreed for the Joint Management Board

1.5 Professional Governance

The arrangements in this regard are detailed in **Section 19**. The Joint Management Board will be responsible for ensuring that suitable Professional Social Work and Social Care Governance arrangements are put in place for each of the four schemes **(19.4)** and will provide guidance and direction to the Trust in relation to the arrangements for professional accountability **(20)**.

The management of the Council's Approved **Mental Health Professional (AMHP)** and **Out of Hours Services** is not in scope of this agreement and will continue to be directly managed by the Council's Mental Health Service Manager post. However, how resources are balanced to meet the demands of the AMHP Service against other demands on the CMHT's will need to be agreed with the Trust.

1.6 Resources

Section 5 ,(pages 25 -30)of the Section 75 Agreement outlines the arrangements and expectations for the management of the resources of the four schemes .It is proposed that Budget contributions will be aligned and not pooled **(24.1)**.Details are laid out in regard to each scheme in the relevant annexes. It should be noted that the aligned resources specified in the relevant Provider Scheme Annexes relate to Staffing, Equipment, Premises, Contracts and Central Support Services.

Specific arrangements for the oversight of the Council's Care and Support Budgets for Mental Health and Learning Disabilities will continue as currently-in that the Mental Health Care and Support Budget will sit with the Council's Service Manager post and the Learning Disabilities Budget with the joint CLDS Service Manager post. Operational teams will therefore remain directly accountable to the Council in the management and reporting of these budgets as currently.

The agreement states that if either party identifies an opportunity to apply for a grant , including Better Care Funding, that the Joint Management Board will agree the basis on which this will be taken forward (**29.1-29.8**)

1.7 Staffing and HR

The proposed arrangements in respect of staffing are outlined in **section 6(pages 31-32)** of the draft agreement and details are defined in **Schedule 4** .This permits day to day management of staff by the designated manager of either organisation **(31.2)** in line with the procedures of the staff member's Employing Authority

1.8 Complaints

The Section 75 agreement proposes an arrangement whereby the parties will cooperate in the resolution of complaints **(34.1)** and identifies that a joint protocol for the resolution of complaints may be developed.

1.9 Records

The trust will become responsible for ensuring that fwki records are maintained but records will remain the property of the Local Authority. **(36.1)**

1.10 Reporting and Review

A framework of reporting on a quarterly and annual cycle is outlined in the agreement. **(18.1)**

Following an Annual Review, a report will be submitted to both organisations. **(18.3)**

Reviews may be held more frequently with the agreement of both parties. **(18.5)**

The Draft agreement outlines a process for the adding / variation /withdrawal of any of the component schemes. **(9.1)**

The agreement may be terminated by either party with not less than six months written notice. **(5.3)**

Should Commissioners vary a Commissioned contract, which will impact on any of the provider schemes, the parties to this Agreement will meet to consider and agree any changes that may be required? **(9.4)**

1.11 Disputes and Termination

A **Dispute Resolution Procedure** is outlined in at paragraph 57, page 43-45

The basis on which either party can seek termination of each, or any of the Provider Schemes is outlined at **38.1 - 39.4, page 34.**

2.0 Implementation

2.1 There has been extensive dialogue between the parties in planning for the implementation of this proposed Section 75 Partnership Agreement.

2.2 Joint Line management arrangements been agreed. This will establish the ELFT Deputy Borough Director as the Service level Manager of the four locality Adult CMHTs on behalf of both organisations, whilst the Council 's post of Service Manager Mental Health has been redesigned to reflect responsibility for the management of the Mental Health Care of Older People's(MHCOP) Service on behalf of both organisations . The Community Learning Disability Services will continue to be managed by the jointly appointed Service Manager on behalf of both organisations.

2.3 The Joint Management Board is established with an updated Terms of Reference

2.4 A Joint Performance Dashboard has been agreed

2.5 Guidance for Operational teams in regard to LBTH Delegated Functions has been completed

2.6 A Schedule of Estates and IT arrangements has been agreed

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Prepared by Steph Diffey on behalf of Claudia Brown