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Merton Council
Health and Wellbeing Board

Date: **25 March 2014**

Time: **13:00**

Venue: **Committee rooms B, C & D - Merton Civic Centre, London Road, Morden SM4 5DX**

Future meeting dates

24 June, 30 September, 25 November.

This is a public meeting – members of the public are very welcome to attend.

Requests to speak will be considered by the Chair. If you would like to speak, please contact democratic.services@merton.gov.uk by midday on the day before the meeting.

For more information about the work of this Board, please contact Clarissa Larsen, on 020 8545 4871 or e-mail democratic.services@merton.gov.uk

Press enquiries: press@merton.gov.uk or telephone 020 8545 3483 or 4093.

Note on declarations of interest

Members are advised to declare any Disclosable Pecuniary Interest in any matter to be considered at the meeting. If a pecuniary interest is declared they should withdraw from the meeting room during the whole of the consideration of that mater and must not participate in any vote on that matter. If members consider they should not participate because of a non-pecuniary interest which may give rise to a perception of bias, they should declare this, .withdraw and not participate in consideration of the item. For further advice please speak with the Assistant Director of Corporate Governance.

Health and Wellbeing Board Membership

Merton Councillors

- Linda Kirby (Chair)
- Margaret Brierly
- Maxi Martin

Council Officers (non-voting)

- Director of Community and Housing
- Director of Children, Schools and Families
- Director of Public Health

Statutory representatives

- Four representatives of Merton Clinical Commissioning Group
- Barbara Price, Chair of Healthwatch

Non statutory representatives

- One representative of Merton Voluntary Services Council
- One representative of the Community Engagement Network

Quorum

Any 3 of the whole number.

Voting

3 (1 vote per councillor)
4 Merton Clinical Commissioning Group (1 vote per CCG member)
1 vote Chair of Healthwatch
1 vote Merton Voluntary Services Council
1 vote Community Engagement Network

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HEALTH AND WELLBEING BOARD
28 JANUARY 2014

(13.00 - 15.00)

PRESENT: Councillors Linda Kirby (in the Chair), Margaret Brierly and Maxi Martin

LBM – Kay Eilbert, Yvette Stanley and Simon Williams.

MCCG (Merton Clinical Commissioning Group) – Eleanor Brown, Adam Doyle, Howard Freeman and Geoffrey Hollier

Healthwatch – Dave Curtis

Community Engagement Network – Melanie Monaghan

MVSC - Ian Beever

ALSO PRESENT: Councillor Logie Lohendran.

LBM/MCCG – Jonathan Carmichael

LBM – Clarissa Larsen and M.J.Udall.

1. THE LATE CHRIS FROST (Agenda Item)

The Chair referred to the death in November of Chris Frost who had represented MVSC on the Board and highlighted the important contribution she had made. At the request of the Chair, the Board held a minute silence in memory of Chris Frost.

2. DECLARATIONS OF PECUNIARY INTEREST (Agenda Item 1)

No declarations were made.

3. APOLOGIES FOR ABSENCE (Agenda Item 2)

Apologies for absence were received from: Penny Emerit (NHS England) and Barbara Price (Healthwatch).

4. MINUTES OF THE MEETING HELD ON 1 OCTOBER 2013 (Agenda Item 3)

Minute (3) –2nd paragraph (Item 7: Integrated Care verbal update (page 1) – Eleanor Brown advised that she would need to check whether the case management system had been designed by the CCG as stated in this Minute.

RESOLVED: That, subject to this being clarified, the Minutes of the meeting held on 1 October 2013 be agreed as a correct record.

5. MATTERS ARISING FROM THE MINUTES (Agenda Item 4)

None.

6. ANNUAL REPORT OF THE MERTON SAFEGUARDING CHILDREN BOARD, 2012-13 (Agenda Item 5)

Yvette Stanley introduced this report.

In response to a query regarding the Safeguarding Children's Board (SCB), Eleanor Brown advised that the position of named GP for safeguarding had been advertised but had only elicited one response; and that NHS England who had responsibility in this area was taking this forward.

RESOLVED: That the Health and Wellbeing Board receives the Merton Safeguarding Children's Board Annual Report 2012-13.

7. CHILDREN CENTRES REVIEW (Agenda Item 6)

Yvette Stanley and Kay Eilbert introduced this report.

Kay Eilbert agreed to a request by Eleanor Brown that the relevant multi-disciplinary working group include primary care.

RESOLVED: That the Health and Wellbeing Board (A) notes the findings of the Early Years Review;

(B) notes the recommendations from the Review; and

(C) supports the development of a public health programme for Children's Centres and Early Years.

8. CALL TO ACTION (VERBAL ITEM) (Agenda Item 7)

1. Eleanor Brown introduced this item, outlining the Call to Action programme of engagement events and communication. She indicated that a report on feedback to date would be reported to the next Board meeting (on 25/3/14).

2. Kay Eilbert referred to the issues of prevention and primary care being part of Call to Action.

3. Kay Eilbert also referred to the health needs assessment for East Mitcham which Merton had undertaken for the CCG. She highlighted the plans for the East Mitcham Care Centre and the potential to include community centre support with GP practices and primary care; and that it was proposed that the East Mitcham Centre be included on the agenda for the Board's next meeting.

RESOLVED: That the Health and Wellbeing Board notes the progress on Call to Action.

9. BETTER CARE FUND STRATEGIC PLAN AND INTEGRATED CARE WORK PROGRAMME (Agenda Item 8)

(1) Jonathan Carmichael (Integrated Care Project Director) gave a presentation, an abridged copy of which has been published on Merton's web-site (with the other agenda papers for the meeting).

(2) Jonathan Carmichael outlined details of the Better Care Fund (BCF) which introduces a pooled budget between Merton Clinical Commissioning Group (MCCG) and Merton Council (MC), to enable the transformation of services in the community.

(3) Eleanor Brown referred to the transfer of money to BCF pooled budgets, but gave an assurance that nothing would be suddenly removed (from existing funds/services).

(4) Councillor Maxi Martin raised concerns about the inclusion of children's metrics and transition issues in the BCF plan. Simon Williams explained that there were certain metrics which were national and not optional; but that he was discussing the potential local metrics for children and issues relating to transition with Yvette Stanley.

(5) Melanie Monaghan referred to contribution that the voluntary sector could make to BCF. Eleanor Brown and Simon Williams confirmed that the aim was to invite a member of the voluntary sector onto the BCF programme board.

RESOLVED: That the Health and Wellbeing Board (A) notes the back ground to the Better Care Fund; and

(B) agrees to Chair's Action to agree the draft plan to be submitted by 14 February 2014, following agreement by e-mail by the HWB Chair, MCCG Chair, MCCG Chief Officer, Director of Community and Housing, and the Voluntary Sector member.

10. HWB STRATEGY PRIORITY 3 - UPDATE ON PROGRESS (Agenda Item 10)

Consideration of this item was brought forward. Adam Doyle summarised progress on the Health and Wellbeing Strategy Priority 3: "Enabling people to manage their own health and well being as independently as possible".

Kay Eilbert advised that a refresh of HWB Strategy was due from April and that Priority 3 would be included in this.

RESOLVED: That the Health and Wellbeing Board notes the progress on the development and delivery of Health and Wellbeing Strategy Priority 3: "Enabling people to manage their own health and well being as independently as possible".

11. MERTON CCG COMMISSIONING INTENTIONS 2014/15 (VERBAL ITEM) (Agenda Item 9)

(1) Adam Doyle made a presentation and circulated a printed one page summary (A3 size). Both the presentation and the printed summary have been published on Merton's web-site (with the other agenda papers for the meeting).

(2) Reference was made to the possible effect of the recent welfare reforms on Merton's population. Kay Eilbert advised that the impact of the reforms would be assessed by Merton Council.

(3) Eleanor Brown advised that the new funding formula for Merton CCG did give a better recompense for growth in population, but that there were increased costs for all services. Reference was also made to the extra pressures arising from movement of population.

(4) Councillor Maxi Martin raised the issues of inequalities in east Merton and the lack of progress on a local care centre for the area (also referred to under Item 7). Adam Doyle explained that a health needs assessment of the area was being done and he and Kay Eilbert, would chair a task and finish group to take this forward and report back to the Board.

(5) Melanie Monaghan requested that consideration be given to the voluntary sector co-locating where appropriate, and outlined the support the voluntary sector could give to GPs and to support patients in the community. Adam Doyle welcomed this and confirmed that the CCG would like to have voluntary sector representation on its six commissioning groups.

(6) It was noted that a further report on commissioning would come to the next Health and Wellbeing Board.

12. ADULT SOCIAL CARE (ASC) LOCAL ACCOUNT 2012-13 (Agenda Item 11)

Simon Williams introduced this report

Report RECEIVED

13. SAFEGUARDING ADULTS ANNUAL REPORT 2012-2013 (Agenda Item 12)

Simon Williams introduced this report

RESOLVED: That the Health and Wellbeing Board notes the contents of this update for information.

14. JOINT STRATEGIC NEEDS ASSESSMENT (Agenda Item 13)

Kay Eilbert introduced this report.

RESOLVED: That the Health and Wellbeing Board agrees the refreshed JNSA 2014.

15. EMBEDDING PUBLIC HEALTH - PROGRAMME PROPOSALS (Agenda Item

14)

Kay Eilbert introduced this report.

RESOLVED: That the Health and Wellbeing Board notes the proposals for embedding public health.

16. LOCAL GOVERNMENT DECLARATION ON TOBACCO CONTROL (Agenda Item 15)

Kay Eilbert introduced this report.

RESOLVED: That the Health and Wellbeing Board notes that on 5 December 2013, Merton officially signed up to the Local Government Declaration on Tobacco Control.

17. HEALTH AND WELLBEING PEER CHALLENGE FEEDBACK (Agenda Item 16)

Kay Eilbert introduced this report, including advising that, further to paragraph 4.2 (on page 381), the CMT (Council Management Team) had agreed to embed health inequality issues within departmental Service Plans.

RESOLVED: That the Health and Wellbeing Board notes the feedback, observations and recommendations of the Health and Wellbeing Peer Challenge.

18. MERTON PARTNERSHIP HEALTH INEQUALITIES CONFERENCE (Agenda Item 17)

Kay Eilbert introduced this report, which included 76 pledges on how participants will work differently to address health inequalities; and that these were being collated into an action that would contribute to the refresh of the health and wellbeing strategy.

RESOLVED: That the Health and Wellbeing Board notes the outcomes of the Merton Partnership Health Inequalities Conference.

19. HEALTHWATCH MERTON UPDATE (Agenda Item 18)

Dave Curtis introduced this report. He advised that Healthwatch Merton were working with Clare Gummett of Merton CCG on patient participation generally.

RESOLVED: That the Health and Wellbeing Board notes the progress made by Healthwatch Merton.

20. CHILDREN AND FAMILIES BILL (Agenda Item 19)

Reason for Urgency – The Chair agreed to the late submission of this item for the reason that it was felt important that the Board should be informed of the Children and Families Bill which was currently progressing through Parliament.

RESOLVED: That (A) the Health and Wellbeing Board (HWBB) notes the contents of this report; and

(B) a further update on progress in implementing requirements of the new legislation is provided to the HWBB in due course.

Committee: Health and Well Being Board

Date: 25 March 2014

Agenda item:

Wards:

Subject: Children and Families Bill

Lead officer: Janet Martin, Head of Education

Lead members: Councillor Maxi Martin, Cabinet Member for Children's Services

Councillor Martin Whelton, Cabinet Member for Education

Forward Plan reference number: N/A

Contact officer: Service Manager SEND & Inclusion Kaye Beeson

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Recommendations:

A. That members of the Board note the contents of this report

B. That a further update on progress in implementing requirements of the new legislation is provided to the Board in due course.

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1 PURPOSE OF REPORT AND EXECUTIVE SUMMARY

1.1 This report briefs HWBB on the Children & Families (C&F) Bill which has significant implications for children's services cutting across major aspects of our work including adoption, young people in the criminal justice system and in particular has implications for health, education and social care services for young people with complex needs as it introduces significant legislative changes for Children & Young People (C&YP) with Special Educational Needs & Disabilities (SEND) up to 25 years old. The report summarises key elements of this aspect of the new legislative framework and Merton's progress in preparing for implementation. There will need to be further updates as our local plans are taken forward.

2 DETAILS

NATIONAL CONTEXT

2.1. Subject to Parliamentary approval, from September 2014, the C&F Bill will place new statutory responsibilities on local authorities relating to children with complex needs. These include:

- Working across education, social care and health to jointly commission services to deliver integrated assessment, planning and support for C&YP with SEND aged 0-25.

- Engaging local partners in co-producing and publishing with parents and young people a full local offer of services to support SEN including all educational establishments, Council and Community Sector services
- Establishing a new coordinated Education, Health & Social Care Assessment Framework and planning procedures for C&YP with SEND aged 0-25.
- Introducing and implementing Education, Health & Care Plans (EHCP). These will replace existing statements of Special Educational Needs & Learning Difficulty Assessments (S139As). Key to the EHC Plan is the focus on outcomes for the C&YP.
- Offering those with an EHCP the option of a Personal Budget.

2.2. A final and revised SEN Code of Practice (0-25) will be published in Spring 2014. This will act as Statutory Guidance for the duties introduced by the Bill.

2.3. Thirty Pathfinders have been trialling implementation of the SEN reforms. They have produced information packs which support non pathfinder areas.

2.4. Each local area is able to access support on implementing the reforms from their regional pathfinder champion. The borough's champion is known as SE7, a consortium of East Sussex, West Sussex, Brighton & Hove, Herts, Kent, Medway and Surrey local authorities.

LOCAL IMPLEMENTATION

2.5. Merton has established a high level executive programme board and workstream groups to take forward the proposed reforms. (See Appendix A for detail)

2.6. The Director of CSF department currently chairs the programme board. Parents, health commissioners and providers, CSF department, schools, school governors, adult social care, leisure, housing, Job Centre Plus and the local community and voluntary sector are all represented at appropriate levels.

2.7. Key areas for development have been identified and workstream groups established to take forward detailed work. These areas are:

- Establishing a new assessment framework, proformas and procedures
- Establishing proformas and procedures for the new Education, Health & Care Plans
- Establishing and publicising the 'Local Offer'
- Establishing criteria and processes for Personal Budgets
- Establishing preparation for adulthood pathways for young people with SEN and disabilities

2.8. Workstream leads report to the programme board on a regular basis. The governance structure and high level plan are included as Appendices A and B.

2.9. The engagement of parents and carers is considered essential in preparing for the new regime. Kids First, a commissioned parent forum in Merton, have been partners from the outset, contributing to specific workstreams and facilitating stakeholder engagement events and workshops. Plans are also in place to involve young people in the implementation work.

2.10. The current commissioners of these services: the CCG; CSF; ASC will need to align their commissioning functions and it is proposed that OMG provides the collective oversight of this work. The delivery arm will need to be redesigned to deliver the integrated front door assessment; planning and support. Work needs to progress on designing the delivery and commissioning functions.

3 ALTERNATIVE OPTIONS

3.1. The C&F Bill should receive Royal Assent by March 2014. Regulations will be laid between April – June 2014 and implementation will be from September 2014.

4 CONSULTATION UNDERTAKEN OR PROPOSED

4.1. As noted above, implementation of the new requirements is being planned and delivered by all key agencies with careful engagement of parents and carers. A communications strategy is being formulated and is expected to be signed off at the next programme board this month. It is proposed that further scrutiny is timetabled when greater detail on the changes to policy and procedure is available.

5 TIMETABLE

5.1. Merton's response to the C&F Bill Programme is led by the programme board and a clear timeline has been identified in order to ensure readiness for September 2014 implementation. See Appendix B – high level project plan.

6 FINANCIAL, RESOURCE AND PROPERTY IMPLICATIONS

6.1. Current legislation encompasses C&YP with SEND between 0-19yrs. The forthcoming legislation will extend responsibilities to young adults up to 25 years. At this point it is not clear whether additional funding will be made available by central government to support the cohort aged from 19-25.

6.2. To date, all local authorities have received some small scale government funding to support programme management and the roll out of requirements.

6.3. Work is underway at a sub regional level to identify with our neighbouring boroughs current provision post 19 for young people with SEND and consideration will be given to developing and commissioning additional provision as required.

7 LEGAL AND STATUTORY IMPLICATIONS

7.1. The C&F Bill is currently going through Parliament. Royal Assent is due by April 2014 and the new requirements are expected to be in place from September 2014.

8 HUMAN RIGHTS, EQUALITIES AND COMMUNITY COHESION IMPLICATIONS

8.1. The Department for Education (DfE) has considered equality, diversity and rights issues in preparing the new legislation. Merton will undertake an equalities assessment (EA) once legislation is passed. This will be reviewed by the programme board.

9 CRIME AND DISORDER IMPLICATIONS

9.1. N/A.

10 RISK MANAGEMENT AND HEALTH AND SAFETY IMPLICATIONS

10.1. A risk register is in place and the programme board will monitor that accordingly.

11 APPENDICES – THE FOLLOWING DOCUMENTS ARE TO BE PUBLISHED WITH THIS REPORT AND FORM PART OF THE REPORT

- Appendix A – Governance Structure
- Appendix B – High Level Project Plan

12 BACKGROUND PAPERS

C&F BILL PROGRAMME GOVERNANCE

SPONSOR: Janet Martin – Head of Education
- Laura Taylor – Parent Rep
- Paula Jewes – Parent Rep
- Paul Ballatt – A.D. Comm Strategy & Perf
- Adam Doyle - CCG Comm Director
- Jonathan Browne - Adult Social Care Rep
- Anne Howers - Health Provider Rep
- Celia Dawson – Special School Rep
- Andy Whittington – Merton Mencap
- Mark Clennaghan - Merton CAMHS
- Sutton & Merton Vol. CS Rep
- Steve Langley – Housing Needs
- Jane Pettifer – NHS Continuing Care
- Afua Boaten- SEN Governors Rep
- Hilary Hurd – SEN Governor Rep
- Yvonne Osafo - SEN Governor Rep
- Kaye Beeson – SM SEND & Inclusion
- Gary King – Project Manager

Programme Sponsor

Janet Martin – Head of Education
RESPONSIBILITIES:
Commissioner of the overall Programme and person with ultimate responsibility

Programme Board

Programme Manager & Project Manager

Kaye Beeson / Gary King
RESPONSIBILITIES:
- Management of Programme
- Process and delivery management of specific project/s

Programme

Assessment Framework & Revised SEN Code of Practice

LEAD: Kaye Beeson
- Parent Reps – x2-4 tbc
- Steve Childs – Melrose Headteacher
- Sam Green – CCG
- Ruth Chandler - Royal Marsden
- Jonathan Browne - ASC
- CSC Rep
- Elaine Killerby-SENDIS
- S.Jones – SENDIS
- Karen Akroyd – SENDIS
- Susan Warwick-SENCO

Education Health & Care Plan

LEAD: Kaye Beeson
- Parent Reps – x2-4 tbc
- Alison Jones - Early Years Rep
- Steve Childs – Melrose Headteacher
- Ruth Chandler - Royal Marsden
- Sam Green - CCG
- CSC Rep
- YP Rep
- Elaine Killerby- SENDIS
- S.Jones SENDIS
- Georgie Tyrell – SENDIS
- Susan Warwick- SENCO

Local Offer

LEAD: Janet Martin
- Early Years Rep
- Kate Saksena - School Imp. Rep
- Chris Parslow-Leisure
- Leanne Walder-Comm.
- Kate Jennings-Comm.
- Ruth Chandler – R.M.
- CCG Rep
- MVSC Rep
- Mandy Lawson–SENDIS
- Chris Wilson – PPO
- Lucy Hill – Info Mngr
- Gary King – Proj.Mngr
- School Rep(via School Inclusion meeting)

Personal Budgets

LEAD: Mandy Lawson
- Parent Reps - tbc
- Sam Powell – SENDIS
- Mandy Lawson – SENDIS
- Selina Sam Franks – CSC
- Finance Rep
- P.Manager

Other members to be confirmed

Preparation for Adulthood

LEAD: Paula Jewes
- L.Walder – CSF Comm.
- Parent Reps x2-4 tbc
- Celia Dawson - Perseid
- Leticia Okwabi- ASC
- Stephen Childs-Melrose
- C.Green Rep
- Suzanah Devine–R.Park
- Kelly Philips-S.Thames
- Liz De Freitas - SENDIS
- Mandy Lawson-SENDIS
- Sam Green – CCG
- Gary King – P.M.

- K.Tulloch – My Futures
- Liz Kelly – Y.Justice Ed

Communications / Workforce Development / Information Technology

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NHS England

Scrutiny Report on Childhood Immunisations in Merton

PURPOSE OF THE REPORT

The aim of this paper is to provide the Overview and Scrutiny Committee with information on:

- Roles and responsibilities of organisations in improving coverage of childhood immunisations across London since April 1st 2013
- The local picture of childhood immunisations in Sutton & Merton
- Vaccine Preventable Diseases in Merton
- NHS England's plans to improve reported rates of childhood immunisations across London
- NHS England's Action Plan for Sutton & Merton 2013/14

INTRODUCTION

- Since April 1st 2013, a number of public health functions are the responsibility of NHS England (NHSE) under Section 7a of the Health & Social Care Act 2012. These comprise of screening, immunisations, Health in the Justice System (i.e. prisons, Sexual Assault Centres, places of detention) and military health.

- In London, the NHS England (London) Public Health, Health in the Justice System and Military Health team is responsible for commissioning immunisation programmes. This team comprises of a central team who work closely with immunisation commissioners situated within the 3 patch teams: North East London, North West London and South London.

- The central team consists of the Head of Early Years, Immunisations & Military Health, Dr Kenny Gibson and he is supported by two Public Health England embedded staff – Dr Catherine Heffernan (Principal Advisor for Early Years Commissioning, Immunisation & Vaccinations) and Ms Thara Raj (Immunisation Manager for London). These personnel provide accountability and leadership for the commissioning of the programmes and system leadership. The team also have responsibility for the quality assurance of training of immunisers and oversight of serious incident and incident investigations involving vaccinations. The borough of Merton falls under South London patch area which is headed by Johan Van Wijgerden and his team of screening and immunisation commissioners.

- The new emphasis on commissioning immunisations and vaccinations provides new opportunities to improve uptake of immunisations which were not previously available in the old world of public health immunisation co-ordinators in Primary Care Trusts. NHSE plans to utilise these opportunities will be discussed below. The paper will also outline the roles and responsibilities of different organisations in improving uptake of immunisations. It can be seen that improving uptake incorporates partnership work across a number of different bodies.

- This report focuses on the immunisation uptake in 0-5s age group. Apart from the over 65s, this group are the most vulnerable to communicable diseases and the National Routine Childhood

Immunisation Schedule is timed to give the vaccinations at optimal times to protect them and to protect others by reducing the spread of communicable diseases within the wider population.

ROLES AND RESPONSIBILITIES OF ORGANISATIONS IN IMPROVING COVERAGE OF CHILDHOOD IMMUNISATIONS ACROSS LONDON SINCE APRIL 1ST 2013

NHS England (NHSE)

- Commissioning of all national immunisation and screening programmes described in Section 7A of the Mandate
- Commission immunisation and vaccination services from primary care, community providers (e.g. school nursing teams) and other providers which are specified to national standards
- Monitoring providers' performance and for supporting providers in delivering improvements in quality and changes in the programmes when required
- Accountable for ensuring those local providers of services will deliver against the national service specifications and meet agreed population uptake and coverage levels as specified in Public Health Outcome Indicators and KPIs
- Work with Department of Health and Public Health England in national planning and implementation of immunisation programmes and in quality assurance
- Emergency Planning Response and Resilience (EPRR) where this involves vaccine preventable diseases

Public Health England (PHE)

- Lead the response to outbreaks of vaccine preventable disease and provide expert advice to NHS England in cases of immunisation incidents. They will provide access to national expertise on vaccination and immunisation queries.
- Professional support to the PHE staff embedded in the NHSE Area Teams including access to continuing professional appraisal and revalidation system
- Provide information to support the monitoring of immunisation programmes
- Publishes Cohort of Vaccination Evaluated Rapidly (COVER) data

Clinical Commissioning Groups (CCGs)

- Have a duty of quality improvement (including immunisation services delivered in GP practices)
- Commission maternity services (which are providers of neonatal BCG and infant Hepatitis B)

Local Authorities

- Provide information and advice to relevant bodies within its areas to protect the population's health (whilst not explicitly stated in the regulations, this can reasonably be assumed to include immunisation)
- Provide local intelligence information on population health requirements e.g. JSNA
- Independent scrutiny and challenge of the arrangements of NHSE, PHE and providers.
- Local authorities will need to work closely with Area Teams including arrangements for the NHS response to the need for surge capacity in the cases of outbreaks.

Commissioning Support Units (CSUs)

- Although not statutory, CSUs have a role to play in supporting CCG member practices in enabling them to carry out their immunisation work, e.g. IT support to help with call/recall

General Practitioners (GPs)

- General practices are contracted by NHSE to delivery the Childhood Routine Immunisation Schedule to their registered child population. They are the main mode of delivery in England.

Community Services Providers

- Child Health Information System (CHIS) is housed within community service providers and incorporates the child health records department which holds clinical records on all children and young people. COVER data is submitted from CHIS to PHE.
- The community provider may have an immunisation team that provides outreach or 'catch-up' for childhood immunisations (e.g. for unregistered populations) and for BCG.
- Health visitors have a role to play in promoting the importance of vaccinations to parents.
- Many community services providers have immunisation clinical leads or co-ordinators who provide clinical advice and input into immunisation services locally.

THE LOCAL PICTURE OF CHILDHOOD IMMUNISATIONS IN SUTTON & MERTON

- Immunisation rates for children aged 0-5 years are reported by Primary Care Trust (PCT) areas. This means that for Merton, the immunisation rates are combined with Sutton. As of March 2014, no public announcement has been made on whether this will change in the near future.

- Figures 1-6 illustrate the uptake of vaccinations in 0-5 year olds as recorded by Cohort of Vaccination Evaluated Rapidly (COVER). The figures are grouped into the Age 1 primaries, Age 2 (boosters and first dose of MMR) and Age 5 vaccinations (2nd dose of MMR and the preschool booster).

- COVER monitors immunisation coverage data for children in UK who reach their first, second or fifth birthday during each evaluation quarter – e.g. 1st January 2012 to 31st March 2012, 1st April 2012 – 30th June 2012. Children having their first birthday in the quarter should have been vaccinated at 2, 3 and 4 months, those turning 2 should have been vaccinated at 12/13 months and those who are having their 5th birthday should have been vaccinated before 5 years, ideally 3 years 3 months to 4 years.

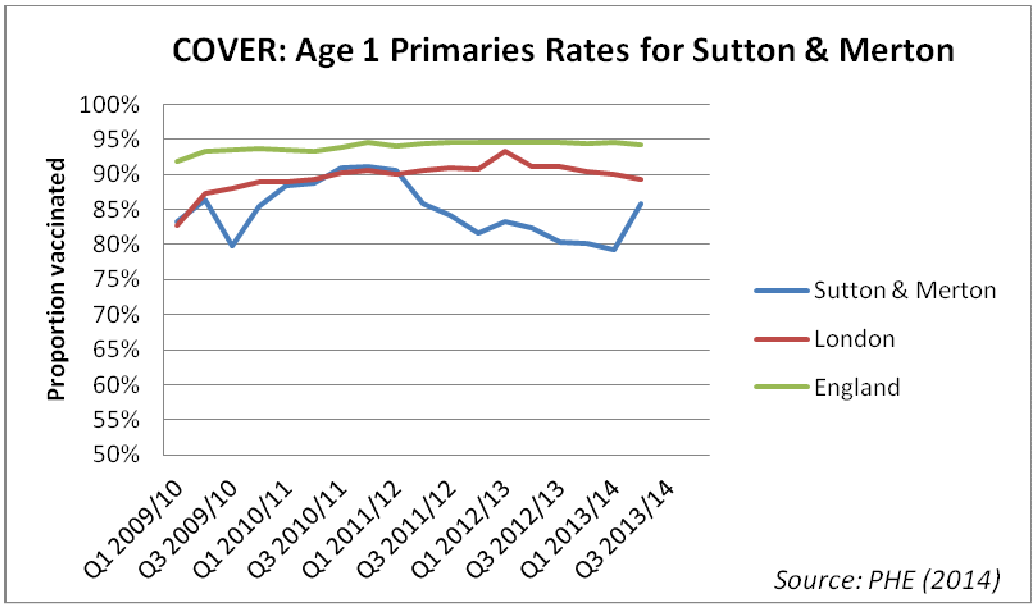
- London has in recent years delivered significantly poorer uptake than the remainder of the country. Reasons provided for the low coverage include the increasing birth rate in London which results in a growing 0-5 population and puts pressure on existing resources such as GP practices, London's high population mobility, difficulties in data collection particularly as there is no real incentive for GPs to submit data for COVER statistics and large numbers of deprived or vulnerable groups. In addition, there is a 20-40% annual turnover on GP patient lists which affects the accuracy of the denominator for COVER submissions, which in Sutton & Merton's case inflates the denominator (i.e. number of children requiring immunisation) resulting in a lower uptake percentage. Like many other London boroughs, Sutton & Merton has not achieved the required 95% herd immunity (i.e. the proportion of people that need to be vaccinated in order to stop a disease spreading in the population).

- Figure 1 illustrates the quarterly COVER statistics for the uptake of primaries for the age 1 cohort. Quarterly rates vary considerably more than annual rates but are used here so that Quarter 2 data from 2013/14 could be included.

- Similar to other London boroughs, Sutton & Merton has consistently been lower than England averages since April 2009. Looking at Figure 1, rates dipped between Q1 2011/12 and Q1 2012/13. Since then there has been one quarter of recovery. It is likely that the recovery is due to the implementation of the data extraction methodology and improvements in reporting mechanisms and so is a data quality issue rather than any real increase in uptake of vaccination

in the age 1 age-group. It is projected that Sutton & Merton will achieve the 95% level in the next 18 months.

Figure 1



- Figures 2 and 3 depict the COVER rates for the two boosters – PCV and Hib/MenC – for the age 2 cohorts. Again rates are lower in Sutton & Merton when compared to England averages but there appears to have been a recovery over the last six quarters and the rates are now similar though slightly lower compared to the overall London rates.

Figure 2

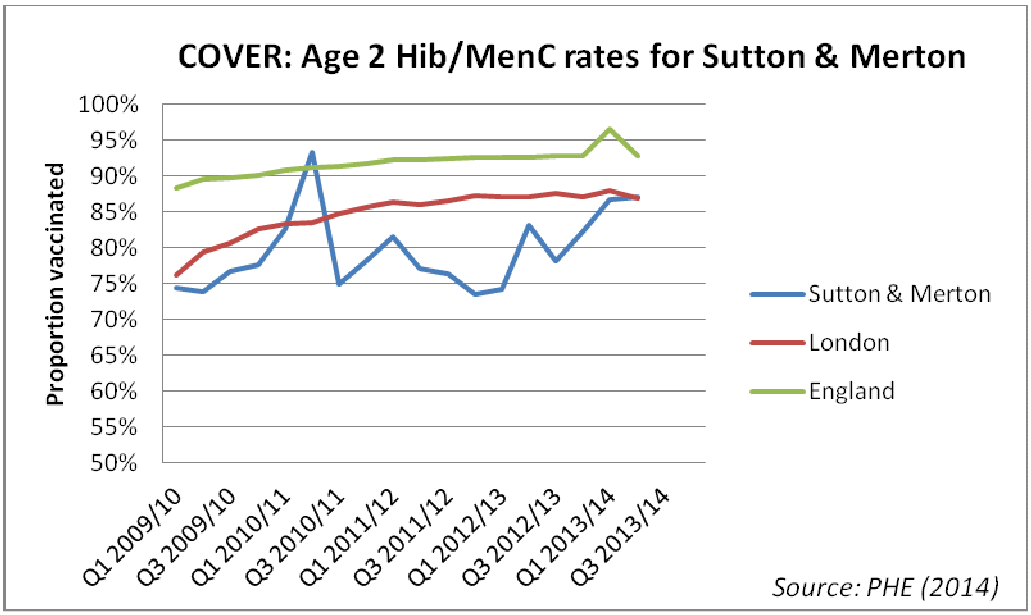
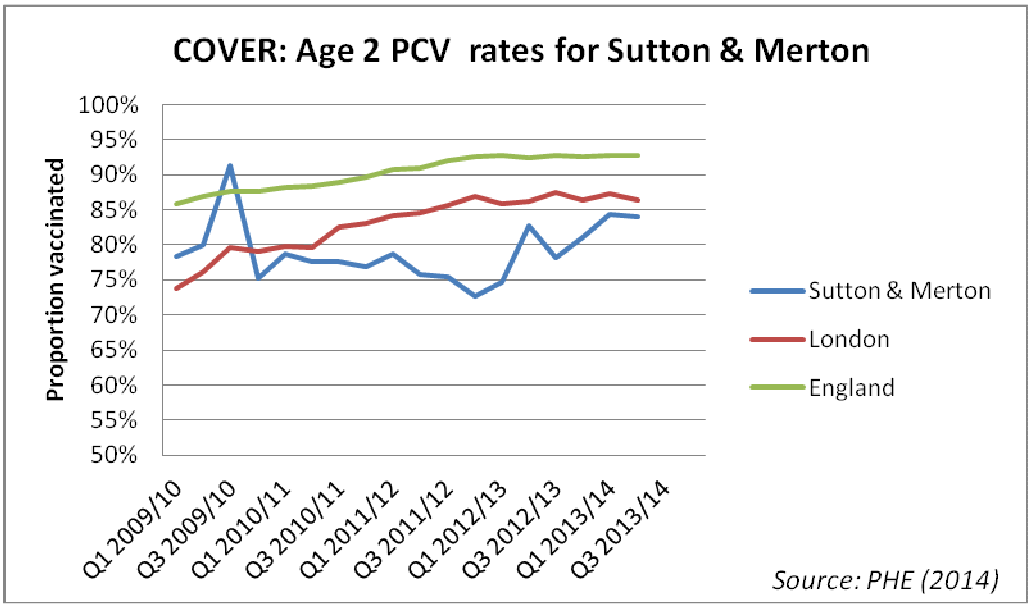


Figure 3



- Figures 4 and 5 demonstrate the uptake for 1st dose of MMR and 2nd dose of MMR for the age 2 and age 5 cohorts in Sutton & Merton. Proportion of children vaccinated with the first MMR is around 5% higher compared to similar to that of the 2nd MMR at age 5. Again there has been a marked improvement over the last six quarters. It should also be pointed out that if the true rate of uptake of MMR is as the figures suggest (e.g. 77.1% of age 5 children for 2nd dose in Quarter 2 2013/14), we would be seeing more measles, mumps and rubella cases than are actually seen for Sutton & Merton. This suggests coverage rates are affected more by data management issues than poor uptake of immunisations.

Figure 4

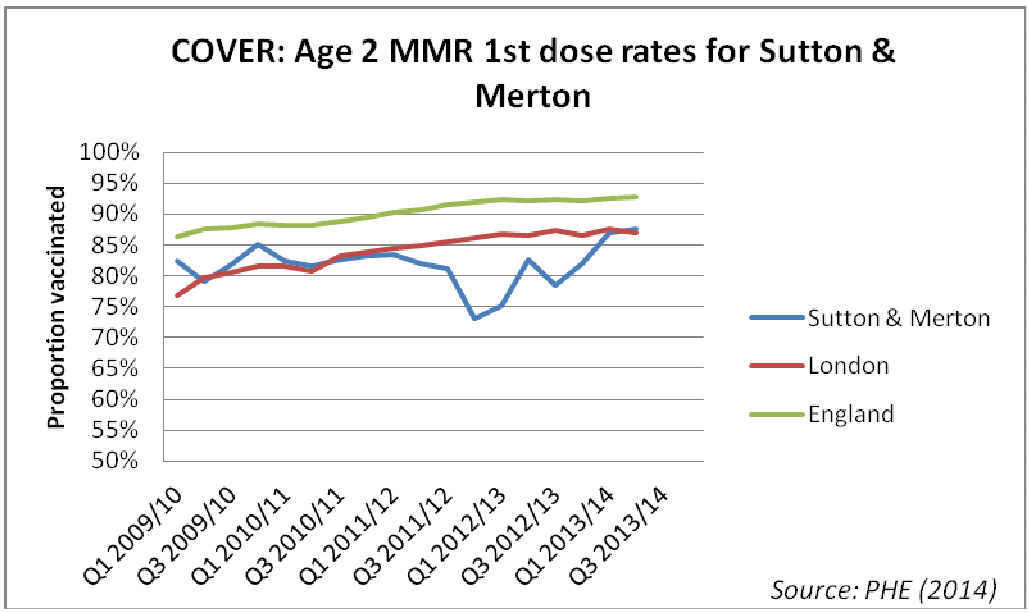
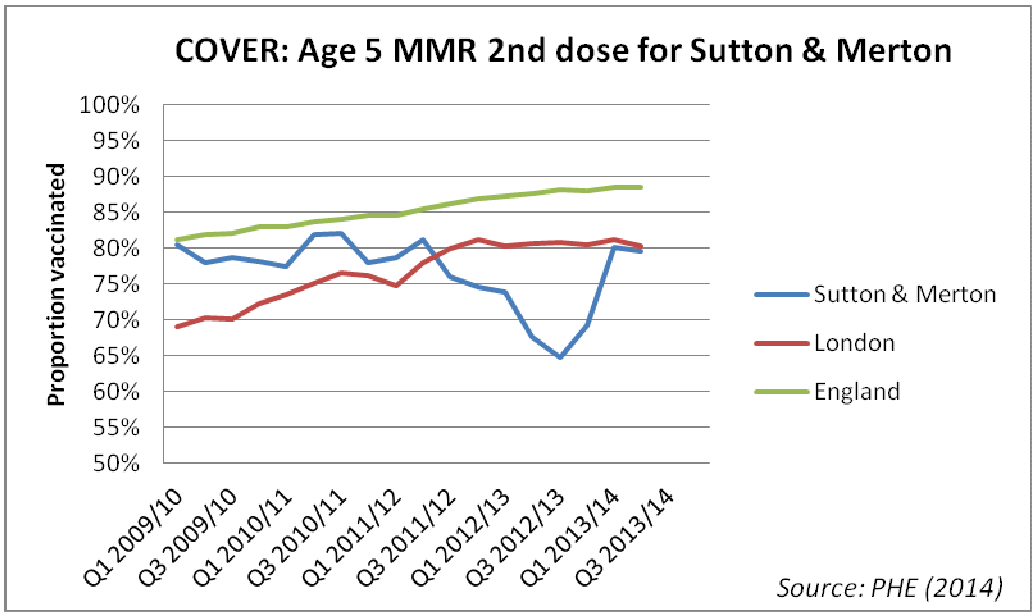
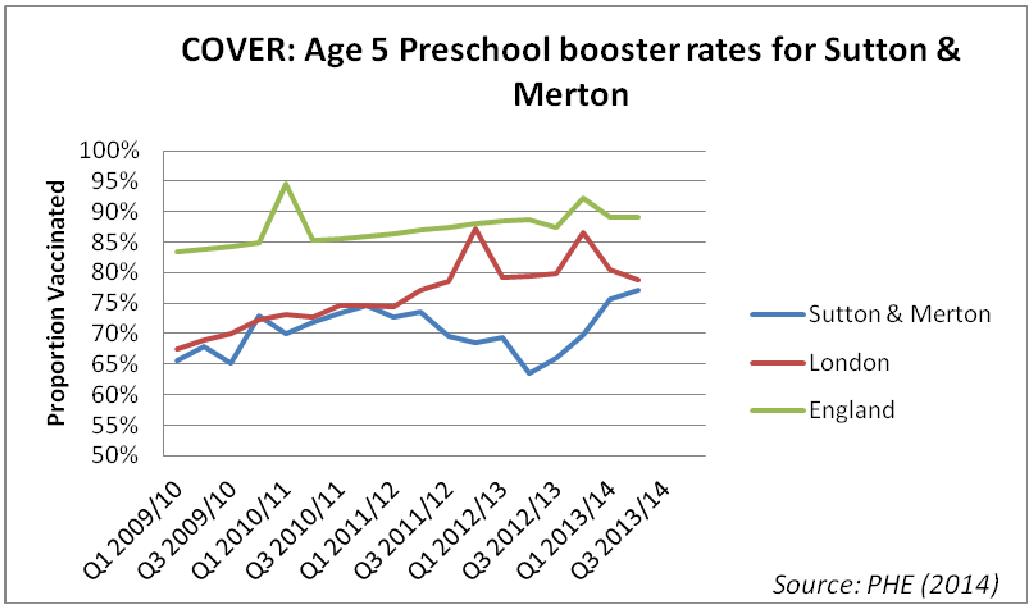


Figure 5



- Figure 6 depicts the preschool booster for age 5 – which can be used as an indicator of the number of children with completed immunisation schedules. Sutton & Merton is slightly lower than London average. As previously explained, reported rates of uptake drop as age group increases in London. Since Q1 2012/13, Sutton & Merton rates have improved to 79.5%. There are fluctuations between quarters which is indicative of data quality issues such as data flow between GP systems, population mobility and lack of adequate call-recall procedures.

Figure 6



- Overall, the current rates in Sutton & Merton are similar to its neighbouring South West London boroughs and similarly are affected by quality of data flows. Data flows and information management has the biggest impact upon COVER rate. Production of COVER rates are the

responsibility of the Child Health Information system (CHIS) provider and the rates reflect how good the information is on the CHIS. Accurate and complete data are dependent upon good flows of data between GP systems and CHIS and ensuring that CHIS is regularly updated with movers in and transfers out (i.e. population mobility). Immunisation statistics depend on accurate assessment of the numerator (children immunised) and denominator (population of children requiring immunisation). The CHIS in Sutton & Merton previously used Informatica to facilitate data extraction from GP systems but this has been replaced by the Practice Focus data extract tool, giving standardised extraction across London. Work is on-going to gain acceptance from all users involved.

- The drop between age 1 and age 2 cohorts and the age 5 cohort indicates a need for better call-recall systems (i.e. calling parents/guardians for appointments and chasing those who do not attend). This is not unique to Sutton & Merton and is common across London boroughs. There is also some anecdotal evidence from practice managers that it is difficult to get parents to return after 12 months as there has been a considerable gap since the last vaccination and many parents feel that these 'boosters' are not important.

VACCINE PREVENTABLE DISEASES IN MERTON

- There have not been any major outbreaks of vaccine preventable diseases in Merton between 2010 and 2012. Most of the infections have been single sporadic cases.

- There were 10 cases of confirmed measles in Merton between 2010 and 2012, ranking fifth of the six Local Authorities (LAs) in the South West London (SWL) sector[1]. The highest number of confirmed cases in this period was during 2010 when there were five[1]. The rate of confirmed measles per 100,000 population in 2012 was 1.0 (n=<5), ranking fourth of the six LAs in SWL[1]. Provisional data indicates that there were <5 cases of confirmed measles in Merton during 2013[1].

- South West London is not a measles 'hot-spot'. Over the past 10 years, Lambeth, Southwark & Lewisham, East London and City of London have consistently had clusters. These were contained outbreaks in their gypsy/traveller communities or in their Orthodox Jewish communities. In 2012, South London's rate was 0.91 per 100,000 person years, lower than North West London's 1.21 and North East London's 2.77.

- There were 28 cases of confirmed mumps in Merton between 2010 and 2012, ranking lowest of the six LAs in SWL[1]. The highest number of confirmed cases in this period was during 2010 when there were 14[1]. The rate of confirmed mumps per 100,000 population in 2012 was 3.5 (n=7), ranking second of the six LAs in SWL[1]. Provisional data indicates that there were eight cases of confirmed mumps in Merton during 2013[1]. The rise in mumps has been ongoing in England and Wales for five years relating to lack of immunity in the teenage/young adolescent population who were given measles and rubella (MR) vaccine in 1994 when there was a threatened measles outbreak.

- There were six cases of acute hepatitis B in Merton between 2010 and 2012, ranking fourth of the six LAs in SWL[1]. In 2012 there were 0.5 cases of acute hepatitis B per 100,000 population in Merton, (n=<5) ranking fifth of the six LAs in SWL[1]. Provisional data indicates that there were <5 cases of acute hepatitis B in Merton during 2013[1].

- There were six cases of hepatitis A in Merton from 2010 to 2012, ranking third of the six LAs in SWL[1]. In 2012 there were 0.1 cases of hepatitis A per 100,000 population in Merton (n=<5)

ranking fifth of the six LAs in SWL[1]. Provisional data indicates that there were <5 cases of hepatitis A in Merton during 2013[1]

- There were 17 cases of probable or confirmed meningococcal disease in Merton from 2010 to 2012, ranking second of the six LAs in SWL[1]. In 2012 there were seven cases, a rate of 3.5 cases per 100,000 population, ranking highest of the six LAs in SWL[3]. Provisional data indicates that there were <5 cases of probable or confirmed meningococcal disease in Merton during 2013[1]

- There were 50 cases of confirmed whooping cough in Merton between 2010 and 2012, ranking third of the six LAs in SWL[1]. In 2012 there were 22.3 cases of whooping cough per 100,000 population in Merton, (n=45) ranking third of the six LAs in SWL[1]. Provisional data indicates that there were 23 cases of confirmed whooping cough in Merton during 2013[1].

- The rankings are based on descending order, a ranking of first for rate or number of cases of disease indicates an undesirable higher burden of illness.

Data Source
[1]South West London Health Protection Team, Enhanced Surveillance (2014)

NHS ENGLAND'S IMMUNISATION PLAN FOR LONDON

- Across London there are 5 areas that need to be improved in order to achieve the World Health Organisation's recommended herd immunity level of 95%:
    - Active information management
    - Active performance management
    - Active patient management
    - Competency of staff in delivering vaccinations (training)
    - Public education and acceptability

  These issues are relevant to Sutton & Merton and resolving them will consist of regional and local efforts.

- For 2013/14, NHSE's central team are working to:
    - Introduce an immunisation strategy for London on attaining 95% herd immunity for routine childhood immunisations including trajectories and interventions to improve borough level outcomes
    - Develop and implement an immunisation action plan for London 2013 – 2015 – this focuses on improving data management, targeting specific communities (i.e. known groups of poor uptake) and widening access to immunisation services by commissioning a range of alternative providers to complement existing GP practice and community health service delivered immunisations
    - Produce and implement action plans for the new regimes e.g. rotavirus, child 'flu for 2-3 year olds and pilots of child flu programmes in primary schools
    - Develop a London-wide model for the delivery of school age immunisations for 2014 onwards
    - Develop London-wide models for BCG & Hepatitis B vaccination in infants and 'at risk' children for 2014 onwards

- Commission integrated health information strategy for Public Health (e.g. improving Child Health Information Systems across London, introduction of minimum child health dataset on 1st September 2013, data linkage systems between GP practices and CHIS)
- Develop more detailed immunisation reports that show variation in immunisation uptake by GP practice and illustrate geographical differences and other inequalities in uptake of immunisations. This collection commenced in September 2013 and it will be at least six months before the data will be meaningful to depict trends and patterns across practices.

- Improving uptake of childhood immunisations is driven through the following mechanisms:

<u>London Immunisation Programme Board</u>

- Responsible for the strategic direction for all immunisations in London including development of immunisation strategies
- The board is accountable to the Director of Operations and Delivery at NHS England (London) and to the National Public Health Oversight Group
- The board provides quarterly reports to the London's Health Board, directors of public health and Health and Well-Being Boards

<u>London Immunisation Business Meeting (Sub-group of the Immunisations Programme Board)</u>

- Consists of PHE and NHSE central and patch teams
- Leads the operational component of the Immunisation Programme Board - i.e. put strategies into action and work to improve coverage of immunisations across London

<u>Patch Quality and Performance Groups</u>

- Each patch (i.e. North West London, North East London and South London) will have a Quality and Performance Group
- Each group is responsible for quality assuring and monitoring of performance of immunisations in the respective patches
- Each group will derive and drive the patch's annual immunisation action plans from the London Immunisation Programme Board's strategies
- Membership consists of representatives from directors of public health and CCGs, patch commissioners and are chaired by NHS England's population health leads
- To date the North West London group is in operation and the other groups will be in place by end of March 2014

NHS ENGLAND'S ACTION PLAN FOR SUTTON & MERTON 2013/14

Outcome	Objective	Actions	Impact	Due Date	Risks to delivery	Mitigation
To stabilise immunisation reported rates in Sutton & Merton and increase reported rates through improvements in information management systems	To improve the recording of immunisation data in order to have as accurate a reflection as possible for COVER submissions	• Update and implement a standard data collection template in GP practices to reduce the risk of data entry errors.	More accurate data recording of vaccinations given in GP systems leading to increased vaccination rates	1st April 2014	Lack of GP engagement, poor implementation	Raise practice awareness of need for accurate data entry
		• Confirm Rio to Rio is switched on • Process map the flow of information for children who transfer in and out of the Borough in terms of keeping Rio records up to date • Process map data flow between practices, internal and external	Increased vaccination rates	1st April 2014 1st June 2014 1st June 2014	Poor practice understanding Capacity issues	NHSE CHIS events which offers CHIS to CHIS support and sharing of best practice
		• Develop clear actions to improve call-recall management in GP practices	Increased numbers of children vaccinated	1st May 2014	GP practices fail to commit to actions for improvement	Highlight the outcomes of engagement with improved recall process
		• Visit three high performing practices and three low performing practices to identify best practice and areas for improvement.	Improvements of call and recall in practices.	1st June 2014	Practices will not use the guidance.	NHS England to liaise with CCG and promote through CCG networks.

		• Disseminate learning to Sutton & Merton practices				
	Strengthening of governance arrangements between NHSE, providers and CCG	• Commencement of South London Quality and Performance Group	Higher quality and performance of the immunisation programme	1st April 2014	Refusal by providers and CCGs to attend	NHSE Immunisation Team communication and engagement with providers and CCGs

CONCLUSIONS

- Sutton & Merton's COVER rates have consistently been below the World Health Organisation (WHO) recommended herd immunity level of 95%.

- NHS England is responsible for the commissioning of all national immunisation programmes and has set about improving COVER rates in London through its governance framework of the London Immunisation Programme Board and patch level quality and performance groups. This includes partnership work with CCGs to improve quality of GP performance and local authorities to promote uptake in boroughs. Work by the groups will be guided by NHS England's 5 year strategy and 2 year action plan for immunisations and vaccinations in London.

- Given the low numbers of cases of communicable diseases amongst children in Sutton & Merton and the fluctuation of rates between quarters, Sutton & Merton's rates are affected by issues in information management such as data linkage between CHIS and GP systems. In addition, the drop between age 2 and age 5 rates illustrate that the rates are further affected by population mobility and lack of proactive reminding of parents/guardians to complete the immunisation schedule. These issues are not unique to Sutton & Merton and can be addressed through the new commissioning arrangements between NHS England and its providers – GPs and CHIS. This system of commissioning immunisations and vaccinations offers new opportunities to improve immunisation rates across London including the borough of Sutton & Merton.

Authors
Dr Catherine Heffernan, Principal Advisor for Commissioning Early Years, Immunisations and Vaccination Services, NHS England
Dr Barry Walsh, Director/Consultant in Communicable Disease Control, South West London Health Protection Team, Public Health England
Mr Johan Van Wijgerden, Population Health Practitioner Lead for South London, NHS England
Ms Nicola Pratelli, Population Health Manager for South London, NHS England

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Committee: Health and Wellbeing Board

Date: 25 March 2014

Wards: All

Subject: Section 75 partnership agreement for mental health services

Lead officer: Simon Williams, Director of Community & Housing

Lead member: Councillor Linda Kirby

Contact officer: Karthiga Sivaneson Commissioning Manager

Recommendations:

A. That the Health and Wellbeing Board agree the Section 75 agreement and all attached schedules.

B. To authorise the Director of Community & Housing to join the Chief Executive of the Trust to oversee the operation of the agreement

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1 PURPOSE OF REPORT AND EXECUTIVE SUMMARY

1.1 This report seeks approval to renew the S75 agreement with SW London and St George's NHS Mental Health Trust and in doing so to pool community mental health staff budgets, bringing together relevant social care and health staff through an agreement made under section 75 of the National Health Service Act 2006. This builds on a broadly successful partnership arrangement first put in place and approved by Cabinet in 2001.

1.2 The primary aim of both social care and health in establishing the joint arrangement is to maximise the effectiveness and efficiency of mental health provision, and to provide a seamless service for customers, through the implementation of Section 75 Health Act 2006 flexibilities (Pooled budget and integrated provision) for adults with mental health needs

1.3 Alongside the pooled staffing budget, it is also proposed that the Trust continues to manage the third party purchasing budget on the Council's behalf, management being within the budget authorised by the Council and according to the Councils' financial processes and procedures. The Trust has historically kept within this budget. The arrangement aligns clinical/operational decision making with budgetary responsibility.

1.4 This review is due to the need to review these arrangements in any case from time to time, but is also because the Trust wishes to bring into alignment similar agreements with other boroughs in SW London.

1.4 Fundamentally these agreements are about making better use of resources and providing a seamless service to some of the most vulnerable adults in Merton.

2 DETAILS

2.1. South West London and St George's Mental Health Trust ("the Trust") is currently the main provider of mental health services to the residents of five boroughs in South West London: Kingston upon Thames; Merton; Richmond upon Thames; Sutton; Wandsworth. As one of a small number of NHS mental health providers not yet to have achieved Foundation Trust ("FT") status, the Trust is focussing on achieving its FT status

2.2. The Trust has been providing the Council with a service under a Section 31 agreement since 2001. The Section 31 was replaced by subsequent legislation now called Section 75 of the NHS Act 2006. The agreement between Social Care and Health needed updating to include clarity on service objectives and targets, the service, resources, staffing, governance and monitoring plus measurement of the partnership successes

2.3. There has been a partnership arrangement with the Trust for the last 12 years which has worked effectively. The Trust has managed the Council's social care staff under a secondment arrangement

2.4. The Trust is undertaking a review of all their agreements with other boroughs and is renewing their agreements with the boroughs.

2.5. The arrangement within the agreement is in essence that:

The Council's social care staff and the Trust's community based staff are managed within integrated teams in the community

These teams are under the management of the Trust, and therefore social care staff receive line management from Trust managers. Where necessary they receive professional supervision and support from the Trust's Associate Director of Social Work

The staff remain Council employees on Council terms and conditions, and are seconded to the Trust under a secondment agreement

There are some other staff funded by the Council for social care purposes who are Trust employees, such as employment support workers.

The Council budget for these staff is put into the Pooled Fund, as is the staffing budget for community based Trust staff

This Pooled Fund is overseen by the Joint Management Board consisting of the Trust Chief Executive and the Director of Community and Housing. It is operationally managed by the Trust Borough Director.

The risk share agreement ensures that financial risk is shared between the partner organisations on a proportionate basis. There is an extra incentive for the fund to stay within budget, in that the first £25k of any underspend is invested non recurrently in local mental health services with an invest to save objective.

Outside the Pooled Fund, but still within the joint governance arrangement, the Trust will manage the social care purchasing budget for care packages. Management of and reporting on expenditure is done entirely according to Council processes and in line with the rest of the social care purchasing budget.

The Joint Management Board will continue the arrangement whereby the Trust and Council have met on a quarterly basis to monitor the performance of the partnership agreement, which includes financial performance, quality standards, the delivery of the statutory service under the 1983 Mental Health Act, and other defined social care outcomes such as personalisation.

2.6. The renewed agreement will continue to deliver good outcomes:

- Enabling holistic assessment, care planning and care delivery within a whole system framework, resulting in greater opportunities for independent living and recovery
- One stop access to mental health services assessment and care management
- Effective care and planning for service users, leading to more appropriate services that will serve the mental health needs of the population of Merton
- The mental health recovery model delivered through health and social care
- Effective support for carers
- Effective use of resources

2.7. The value of Social Care and Health resources transferred under the section 75 will be £1,684m from Social Care and £2,765m from Health. The total of the pooled staff budget will be £4,449m

2.8. The non-pooled 3rd Party Social care Purchasing budget is £1,221m. This budget will be managed by the Trust under a delegated authority from the Council and against an annually agreed plan.

2.9. A total of 113.75 staff will form the integrated service with 33.75 staff seconded from LBM to join 80 staff from the Trust. The split in whole time equivalent under the agreements is 41.15 from Social Care and 78.96 from Health.

2.10. The staff are already co-located and work from bases in Merton and at Springfield Hospital.

3 ALTERNATIVE OPTIONS

3.1. To not have this arrangement and for the Council and the Trust to manage its own staff and budgets. However it is advisable to continue the joint agreement for the reasons given above

4 CONSULTATION UNDERTAKEN OR PROPOSED

4.1. Consultation has taken place with staff affected and the staff broadly support the arrangement. Previous regular consultation with service users shows that they support integrated services.

5 TIMETABLE

5.1. It is intended that the Section 75 will be signed by both parties to enable the Trust to operate under the agreement by 1st April 2014.

5.2. The agreement was presented to LSG on 24th February 2014

5.3. The agreement was presented to Cabinet on 10th March 2014

5.4. The agreement is now being presented to the Health & Wellbeing Board on 25th March 2014

6 FINANCIAL, RESOURCE AND PROPERTY IMPLICATIONS

6.1. The Council and the Trust staffing budget will be managed via a pooled fund by the Director of Community & Housing and the Chief Executive of the Trust.

6.2. The 3rd Party Social Care placement budget will be managed by the Trust under a delegated authority and annual plan with monthly reports.

7 LEGAL AND STATUTORY IMPLICATIONS

7.1. The joint agreement is under Section 75 of the National Health Service Act 2006.

7.2. The use of S75 joint agreements is promoted under the Health and Social Care Act 2012 under which the Health & Wellbeing Board have a duty to encourage more use of alongside their general support for integration

8 HUMAN RIGHTS, EQUALITIES AND COMMUNITY COHESION IMPLICATIONS

8.1. The above agreement has no direct equalities impact but aims to deliver improved services to vulnerable adults.

9 CRIME AND DISORDER IMPLICATIONS

9.1. No significant implications

10 RISK MANAGEMENT AND HEALTH AND SAFETY IMPLICATIONS

10.1. The draft agreement includes financial risk sharing terms which officers have scrutinised and will operate within the context of an agreed governance arrangement between the Trust CEO and Director of Community & Housing directly.

10.2. There will be regular reporting on finance and information according to a reporting schedule that will be agreed at least annually, the first of which has been prepared so as to capture service performance information but which will also be used to assist in measuring the ‘impact’ of the partnership upon outcomes for service users.

10.3. Service provision risks remain ultimately the legal responsibility of each organisation but with additional responsibilities set out in the draft

agreement, for the Trust, on its day to day management of the service and its duties there to assist the Council and the Trust jointly with preparation for agreement of annual workforce and training plans.

11 APPENDICES – THE FOLLOWING DOCUMENTS ARE TO BE PUBLISHED WITH THIS REPORT AND FORM PART OF THE REPORT

- The S75 agreement

12 BACKGROUND PAPERS

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DATED……..

(1) LONDON BOROUGH OF MERTON

And

(2) SOUTH WEST LONDON AND ST GEORGE'S MENTAL HEALTH NHS TRUST

AGREEMENT

S.75 NATIONAL HEALTH SERVICE ACT 2006
PARTNERSHIP AGREEMENT

IN RESPECT OF INTEGRATED PROVISION
FROM
A POOLED FUND
For Adult Mental Health Services

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Prepared in association with Robin Lorimer: lorimer@btconnect.com - 07831 737 827

THIS AGREEMENT is made the 2014

BETWEEN:

(1) **THE LONDON BOROUGH OF MERTON** ("the Council") of The Civic Centre, London Rd, Morden SM4 5DX

(2) **SOUTH WEST LONDON AND ST GEORGE'S MENTAL HEALTH NHS TRUST** of Springfield University Hospital, 61 Glenburnie Road, London SW17 7DJ.

Herein referred to as the 'Parties'

WHEREAS:

A This Agreement relates to the establishment of a pooled fund and integrated provision arrangement and a non-pooled fund for the purchase of Social Care services pursuant to Section 75 of the National Health Service Act 2006. For these arrangements, the Trust will take lead responsibility for the provision of the Service and will be the host of the Pooled Fund and will manage the non-pooled fund for the purposes of the Regulations. Consent has been given by the CCG for the Trust to enter into the Pooled Fund arrangements.

B The purpose of this Agreement is to facilitate the provision of services to adults of a working age and older people with a mental illness in the manner and locations specified in this Agreement. The Service is within the powers of the Council and the Trust and is limited to eligible people for which the Council is responsible and for which the Trust is responsible. The revenue costs of the Service will be funded through the Pooled Fund.

C The Service will be provided by the Trust, as lead provider, in exercise of both the Health Functions and Health Related Functions. The Service will be managed through the JMG to be established by the Parties comprising representatives from both organisations.

D This Agreement follows consultation jointly by the Parties with such persons as appear to the Parties to be affected by these arrangements.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:

“Act”	means the National Health Service Act 2006 (as amended);
“Agreement”	means this Agreement and any variation of it from time to time agreed between the Parties;
“Annual Summary”	means the list of policies of the Council insofar as it has a statutory duty to make such policy, that has an impact upon delivery of the Service;
“Annual Plan”	means the targets and objectives for the Service set out at Schedule 1 including a workforce plan, and the contributions of the Parties at Schedule 5 plus the Performance Framework at Schedule 6 of this Agreement which shall be reviewed and amended annually as part of the Annual Review set out at Clause 10 here;
“Arrangements”	means the arrangements described in this Agreement for the implementation by the Parties of pooled fund arrangements for integrated mental health service provision;
“Authorised Officers”	means the person notified by each of the Parties to the other from time to time as authorised to act on behalf of that Party for the purposes of this Agreement (which person shall until further notice be for the Council the Director for Adult Social Care of the Council from time to time and for the Trust the Chief Executive of the Trust from time to time);
“Cabinet Office Statement of Practice”	means the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector, published in January 2000;
“CCG”	means the Merton Clinical Commissioning Group or any other successor in title to those organisations' statutory functions;

"Client"	means any adult or older person with mental health requirements and for whom the Parties are responsible for the provision of services and who meet the agreed eligibility criteria set out at Schedule 3 and "Clients" shall be construed accordingly;
"Commencement Date"	means the 1st day of April 2014
"Commissioning Board"	means the NHS Commissioning Board, otherwise known as NHS England;
"Costs"	means salary costs and benefits costs forming the remuneration package but excluding any payments in connection with redundancy, reorganisation, termination of employment/secondment payments or any costs in relation to Employment Liabilities and TUPE liabilities;
"Council"	means the London Borough of Merton (and any successor to its statutory function);
"Employer"	means in respect of the Trust Staff and New Staff appointed by it, this is the Trust, and in respect of the Seconded Staff and New Staff appointed by it, this is the Council;
"Employment Liabilities"	means without limitation any and all costs, claims, fines, liabilities or expenses however arising from: (a) The employment of any persons including any claim made by any third party arising out of or in connection with or in respect of the employment or engagement of any of the aforesaid persons,; (b) The termination of such employment; (c) The termination of any collective agreement;

(d) Any dispute whether or not the subject of litigation in any court or tribunal which relates to such employment or collective agreement or their termination.

“Equality Legislation”	means the Equality Act 2010, Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 and the Protection from Harassment Act 1997;
“Financial Year”	means the period from 1st April in any calendar year to 31st March in the following calendar year;
“FOIA”	means the Freedom of Information Act 2000 and all regulations made and guidance issued thereafter from time to time in force, including for the purpose of this definition the Environmental Information Regulations 2004;
"Health Functions"	means those of the Trust’s statutory functions listed in Part 1 of Schedule 2 as are necessary to enable the Trust to provide the Service to the Clients and to manage the Pooled Fund in accordance with this Agreement. This definition is, however, subject to such limitations and exclusions as may be required by the Regulations or as may be agreed between the Parties from time to time;
"Health Related Functions"	means those of the Council’s statutory functions listed in Part 2 of Schedule 2 as would, in the absence of this Agreement, be exercised by the Council for the purposes of providing the Service to the Clients. This definition is, however, subject to such limitations and exclusions as may be required by the Regulations or as may be agreed between the Parties from time to time;

"JMG"	means the joint management group to be constituted and responsible for the Service in accordance with the provisions of Schedule 6;
"Law"	means: (a) any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, and any exercise of the Royal Prerogative; (b) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; (c) any applicable guidance (including NHS Guidance and (where this is accepted by the Department of Health) BMA guidance), direction or determination with which the Trust or the Council is bound to comply to the extent that the same is published and publicly available or the existence or contents of them have been notified to the Trust by the Council; (d) any applicable judgment of a relevant court of law which is a binding precedent; in each case in the United Kingdom;
"Lead Provider"	means the Trust, which has responsibility for undertaking the function of providing the Service to Clients in exercise of both Health Functions and Health Related Functions;
"New Staff"	means new or replacement staff to be appointed to fulfil the aims and objectives of this Agreement, as further set out in Clause 8;
"Non Pooled Fund "	means the fund of monies provided by the Council for the Trust to manage and to be used for the purposes of purchasing Council health related care in connection with Health Related Functions;

“Parties”	means the Council and/or the Trust, and “Party” shall mean either one of them, as the case may be;
“Pool Manager”	means the person appointed by the Trust from time to time under Clause 7.2 to manage the Pooled Fund and the Non Pooled Fund;
“Pooled Fund”	means the joint fund of monies to be established and maintained by the Trust in accordance with the Regulations and this Agreement. This fund shall comprise contributions from both Parties and may be applied for the purpose of meeting the revenue costs of delivering the Service pursuant to this Agreement and in accordance with Pooled Fund arrangements as described in the Regulations;
“Quarter”	means the three month period beginning on each of 1 April, 1 July, 1 October and 1 January in each Financial Year and “Quarterly” shall be construed accordingly;
“Regulations”	means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000, S.I. No. 617 as amended from time to time;
“Seconded Staff”	means the employees of the Council seconded to the Trust in accordance with Clause 8 and identified in Schedule 4 and subject to the Secondment Agreement which is contained in Schedule 4;
“Secondment Agreement”	means the agreement between the Council and the Trust as appended to Schedule 4 for the terms relating to the Seconded Staff;
“Service”	means the provision of services including assessment of needs using Single Assessment to Clients in the manner and locations specified in Schedule 3 and Schedule 5 and delivered through the management of the integrated staff teams as

	identified in schedule 4. For the avoidance of doubt, the definition of “Service” does not include AMHP functions, responsibility for which will be retained by the Council;
“Single Assessment”	means the formal process of single assessment operated by the Council and the Trust jointly of prospective Clients, integrating the principles and process of the Care Programme Approach with care management arrangements and in accordance with the National Service Framework for Mental Health and /or such alternative or additional guidance or directions relevant to the Service as may be issued to the Council or the Trust in the future;
"Staff"	means the Trust Staff and the Seconded Staff who are responsible for assessing and/or providing care to Clients as part of the Service. This shall be limited to those employees of the Council and the Trust who are or were immediately before the Commencement Date employed by one of the Parties and assigned to the Service or any replacement or additional employees of the Council and the Trust so assigned.
“Trust”	means South West London and St George's Mental Health NHS Trust (and any successor to its statutory function).
“Trust Staff”	means the employees of the Trust that shall carry out the Health Functions element of the Service, as more particularly set out in Clause 8;
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 1981 and/or 2006 (and subsequent amendments to those Regulations).
“TUPE liabilities”	means the obligations which may arise with respect to the transfer of such employment under TUPE and any other statute or statutory provision which may from time to time implement or purport to implement

the Acquired Rights Directive (2001/23/EC) as the same may be amended from time to time including without limitation those obligations under Regulation 10 of TUPE 2006 and Regulation 5 of TUPE 1981;

1.1.2 Save to the extent that the context or the express provisions of this Agreement otherwise require:

1.1.3 obligations undertaken or to be undertaken by more than a single person shall be made and undertaken jointly and severally;

1.1.4 words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;

1.1.5 references to any statute, statutory provision or statutory guidance shall be deemed to refer to any modification or re-enactment thereof for the time being in force whether by statute or by directive or regulation which is intended to have direct application within the United Kingdom and has been adopted by the Council of European Communities;

1.1.6 headings and index are inserted for convenience only and shall be ignored in interpreting or in the construction of the terms and provisions of this Agreement;

1.1.7 references in this Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause of or schedule to this Agreement so numbered;

1.1.8 all obligations on the Parties shall be a direct obligation or an obligation to procure as the context requires;

1.1.9 any reference to “indemnity” or “indemnify” or other similar expressions shall mean that the relevant party indemnifies, shall indemnify and keep indemnified and hold harmless the other party; and

1.1.10 any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person but without derogation from any liability of any original party to this Agreement.

2. TERM

2.1 This Agreement shall commence on the Commencement Date and shall continue from year to year subject to earlier termination in accordance with the terms of this Agreement and subject to a formal 5 yearly review in accordance with Clause 10.4 of this Agreement.

2.2 This Agreement may be terminated:

2.2.1 on not less than 6 months and not more than 12 months' written notice by either Party to the other or at a date mutually agreed by the Parties; or

2.22. in accordance with Clause 11 or Clause 15.2 below.

3. AIMS AND OBJECTIVES

3.1 The aims and objectives of this Agreement are set out in Schedule 1.

4. CONTRIBUTIONS

4.1 The Trust's contribution to the Pooled Fund for the period from 1 April 2014 to 31st March 2015 will be £ £2,765,000.

4.2 The Council's contribution to the Pooled Fund for the period from 1 April 2014 to 31st March 2015 will be £ £1,684,000.

4.3 The Council's contribution to the Non Pooled Fund for the period from 1 April 2014 to 31st March 2015 will be £ £1,220,000.

4.4 Invoicing between the Parties will happen monthly in arrears with invoices settled 30 days from the date of invoice.

4.5 The Parties will not make unilateral reductions to their investment levels in the Pooled Fund in any one Financial Year. All such proposals for change will be considered by the JMG and will be subject to the terms for Review and Variation at Clauses 10 and 13.

4.6 The Council may make variations to the contribution identified at Clause 4.3 subject to notice in writing to the Trust of one month.

4.7 In future Financial Years the Parties shall agree their contributions to the Pooled Fund and the Non Pooled Fund in accordance with Clauses 10.6 to 10.9. Following such

agreement, Schedule 5 will be revised annually by the Pool Manager and approved by the Parties for operation and reporting purposes.

4.8 The Trust shall be solely responsible for reimbursing the Pooled Fund and Non Pooled Fund in respect of expenditure from the Pooled Fund and Non pooled Fund arising from the fraudulent misappropriation of funds from within the Pooled Fund and Non Pooled Fund and the Trust shall indemnify the Council for any costs, liabilities and actions which may arise from the fraudulent misappropriation of funds from within the Pooled Fund and Non Pooled Fund, except in both cases where such misappropriation of funds arises from the acts or omissions of Council Staff. The Council shall immediately notify the Trust on becoming aware of such costs, liabilities and actions and shall use reasonable endeavours to mitigate the same.

4.9 The Council shall make available to the Trust the Seconded Staff to work in the form and manner set out at Schedules 3 and 4 to this Agreement, the Costs of such Seconded Staff being funded from the Pooled Fund.

4.10 The Council shall make available for use by the Trust in support of the Service but for the avoidance of doubt not to be a part of the Pooled Fund and Non pooled Fund, the goods, services and any premises set out at Schedule 5 to this Agreement.

4.11 The Trust shall make available in support of the Service the Trust Staff to work in the form and manner set out at Schedules 3 and 4 to this Agreement, the Costs of such Trust Staff being funded from the Pooled Fund.

4.12 The Trust shall make available in support of the Service but for the avoidance of doubt not to be a part of the Pooled Fund and Non Pooled Fund, the goods, services and any premises set out at Schedule 5 to this Agreement.

5. NHS FUNCTIONS AND HEALTH-RELATED FUNCTIONS

5.1 For the purpose of these Arrangements, it is agreed that the Council will delegate its Health Related Functions to the Trust and that the Trust will exercise these functions in conjunction with its Health Functions for the purposes of fulfilling its obligations as Lead Provider and Pool Manager under this Agreement.

5.2 The Arrangements set out in this Agreement shall not affect (i) the liabilities of the Parties to any third parties for the exercise of their respective functions or (ii) the power or duty to recover charges in respect of services provided in the exercise of the Health Related Functions.

6. THE SERVICE AND ITS OPERATION

6.1 The Service shall be provided to the Clients in accordance with the provisions of Schedules 3 and 4 and shall be funded from the Pooled Fund. The Non Pooled Fund will be used to support the Service through the purchase of additional Council health related care in connection with Health Related Functions;

6.2 The eligibility of Clients to receive the Service and any additional health related care shall be assessed in accordance with the provisions of Schedule 3.

6.3 The parties agree that for these purposes that any of the Staff making a protected disclosure (as defined in Sections 47B and 103A of the Employment Rights Act 1996) shall not be subjected to any detriment. The Parties declare that any provision in an agreement purporting to preclude the Staff from making a protected disclosure is void

6.4 The Trust shall comply with all statutes and statutory regulations and directions relating to the provision of the Service and in particular, but without limitation, shall ensure that the Service complies with any national minimum standards under the National Service Framework for Mental Health and any other relevant legislation from time to time in force and the terms of any agreements it already holds with the CCG and/or the Commissioning Board in so far as the Service referred to in this Agreement here are the same.

6.5 The Trust shall provide care for Clients in accordance with Schedule 3 and where unable to provide that care directly shall secure the care for Clients through a service contracted on behalf of Clients by itself, the Council, the CCG and/or the Commissioning Board in a form that complies with all necessary legislation and the agreed needs of the Clients according to the outcome of the Single Assessment.

6.6 The Trust shall ensure that in undertaking the duties at Clause 6.5, and in making any decision with respect to a Client, due consideration is given to the Client's gender, age, sexual orientation, religious persuasion, racial origin and cultural and linguistic background, with reference to Equality Legislation and the Human Rights Act 1998 , where appropriate.

6.7 The Council shall ensure the provision of the Council Staff necessary for the provision of the Council element of the Single Assessment process and the Trust shall ensure the provision of the Trust Staff and accommodation

necessary for the provision of the local NHS care element of the Single Assessment Process and the delivery of the Service.

6.8 The Council will provide to the Trust the Annual Summary on 1st April of each year.

6.9 The management of the Service and these Arrangements will be the responsibility of the JMG whose Terms of Reference are set out in Schedule 6.

6.10 The governance arrangements shall be as set out in Schedule 6 to this Agreement.

6.11 The Parties shall as of the Commencement Date have in place an information sharing protocol which both shall adhere to in relation to the sharing and processing of data.

7. POOLED FUND AND NON POOLED FUND MANAGEMENT

7.1 In accordance with these Arrangements, the Parties have agreed to establish a Pooled Fund for revenue expenditure on the Service and a Non Pooled Fund in support of the Service. The Trust has been appointed as host of the Pooled Fund and the Non Pooled Fund for the purposes of the Regulations and shall be responsible for appointing a Pool Manager in accordance with Clause 7.2. Contributions to the Pooled Fund and the Non Pooled Fund shall be agreed and paid in accordance with Clause 4.

7.2 The Pool Manager shall be the Service Manager or such officer of the Trust as the Trust may from time to time nominate for this role and who has been approved by the Council (such approval not to be unreasonably withheld) and who has been affirmed in the role by the JMG within 30 days of the Council's approval or (in any other case, including where approval from the Council and/or affirmation from the JMG is not forthcoming) the Director of Finance of the Trust.

7.3 The Pool Manager shall be accountable directly to the Director of Operations of the Trust and who shall account to Chief Executive of the Trust who shall be the 'Authorised Officer'.

7.4 The Pool Manager shall be responsible for authorising payments from the Pooled Fund and the Non Pooled Fund and the Trust shall make such payments from the Pooled Fund and Non Pooled Fund in order to provide and support the Service, as set out in the Schedules.

7.5 The Pool Manager shall be responsible for managing the budget of the Pooled Fund and the Non Pooled Fund and forecasting and reporting to the JMG upon the targets and information in accordance with Schedules 1, 5 and 6 and any further targets or performance measures that may be set by the JMG from time to time.

7.6 The Pool Manager shall arrange for the audit of the Pooled Fund and report to the Authorised Officers on behalf of the Council and the Trust in accordance with the requirements of the Regulations and clause 7.7 below. The Council's Authorised Officer shall in turn ensure reporting on the same to the officer of the Council responsible for the administration of its financial affairs under section 151 of the Local Government Act 1972.

7.7 The Pool Manager shall submit to the Parties Quarterly reports as soon as possible after the end of each Quarter but in any event within twenty (20) days of the end of each Quarter and an annual return following the end of each Financial Year in accordance with the Regulations, statutory and local deadlines and requirements regarding the income of and expenditure from the Pooled Fund and Non Pooled Fund, reports on performance against budget and targets and other information by which the Parties can monitor the effectiveness of the Pooled Fund and Non Pooled Fund arrangements.

7.8 The Pool Manager shall maintain and provide information in the form and manner set out in Schedules 5 and 6 for so long as any part of the Service is being provided to Clients including in accordance with Clause 12, notwithstanding any notice of termination in accordance with Clause 11.

7.9 Each Party shall pay its own costs and expenses incurred from time to time in the negotiation and management of this Agreement, save as expressly otherwise provided in this Agreement (including, without limitation the functions described at Schedule 6 to this Agreement).

7.10 The costs of audit associated with the certification of the annual return for operation of this Agreement and the costs of provision of information by the Pool Manager following a notice of termination shall be a charge to the Pooled Fund.

7.11 <u>Overspend/Underspend</u>

7.11.1 The Pool Manager shall notify the JMG within 10 working days of any projection of an overspend or an underspend in respect of the Pooled Fund or

Non Pooled Fund, during which time the Pool Manager shall take reasonable steps to verify such a projection of an overspend or an underspend.

7.11.2 Whenever an overspend is projected in the Pooled Fund or Non Pooled Fund and notified to the JMG in accordance with Clause 7.11.1 the JMG shall prepare a joint plan agreeing how to manage the overspend in order to achieve financial balance of the Pooled Fund, and the JMG shall keep the position under review. The JMG shall act in good faith and in a reasonable manner in agreeing the management of the overspend.

7.11.3 Whenever an underspend is projected in the Pooled Fund or Non Pooled Fund and notified to the JMG in accordance with Clause 7.11.1, the JMG may agree to the redeployment of that underspend against any plans and targets agreed by JMG or in the absence of Agreement that the money shall if a surplus in the Pooled Fund be retained as a contingency in the Pooled Fund. Where there is a forecast over spend during the year on the Pooled Fund or Non Pooled Fund which exceeds £100,000, the Pooled Fund manager will prepare an Over Spend control report to the JMG which sets out reasons for the over spend and actions being taken to reduce this.

7.11.4 If at the end of any Financial Year an overspend or underspend in respect of the Pooled Fund is outstanding, including following the actions taken by the JMG pursuant to clauses 7.11.2 and/or 7.11.3, the JMG shall identify the reasons for the overspend or underspend and the overspend or underspend shall be apportioned between the Parties in proportion to their contributions to the Pooled Fund in that Financial Year..

7.11.5 A deficit in the Non Pooled Fund will be the sole responsibility of the Council only insofar as it has authorised any such additional spend prior to its expenditure by the Trust.

7.11.6 The benefit of any surplus in the Non Pooled Fund at the end of any Financial Year shall be returned to the Council unless otherwise agreed in accordance with any plan approved by the JMG.

7.11.7 In the event that agreement cannot be reached in respect of any matters referred to in Clause 7.11 the Parties shall follow the dispute procedure as set out in Clause 15.

8. STAFFING

8.1 The Parties have in the spirit of integrated service provision and good employee relations agreed to the Personnel, Management Structure and

Service Governance terms set out at Schedule 4 (the "Protocol") pursuant to which (in addition to the terms of this Clause 8 (Staff)) the Trust Staff and the Seconded Staff (herein after referred to as the Staff) shall be managed. Furthermore, any New Staff shall be similarly subject to the Protocol. The Protocol is a statement of intent and shall not be legally binding. The Parties shall use their best endeavours to comply with the provisions of the Protocol.

8.2 The Council shall second the Seconded Staff for the purposes of the Arrangements. A full list of the staff fulfilling these roles as at the Commencement Date and any other information as may be required by Law will be provided to the Trust by the Council and the full list shall be amended for notification to the Trust whenever new staff are appointed by the Council which are to be subject to any secondment to the Trust under the terms of this Agreement.

8.3 The Parties have agreed that, subject to having consulted and obtained their written consent to the terms of the secondment, the Council Staff will remain in the employment of the Council after the Commencement Date and be seconded to the Trust on their existing terms and conditions as varied to give effect to the secondment and as set out at Clause 8.9 (the "Seconded Staff").

8.4 The Seconded Staff will be seconded on the terms set out in the Secondment Agreement or such other terms as the Parties may agree from time to time.

8.5 The JMG may consider at any time the suitability of the Secondment Agreement to fulfilling the aims and objectives of the Agreement and which shall be subject to review as at 10.3 below, annually.

8.6 The Trust Staff and the Seconded Staff referred to in Clauses 8.1 and 8.2 shall continue to be:

8.6.1 employed by the Party employing them at the date of this Agreement on their existing terms and conditions immediately prior to the commencement date, save as varied in accordance with Clause 8.9, and

8.6.2 bound by all contractual policies that were applicable to their employment immediately before the Commencement Date and as varied from time to time.

8.7 Both Parties warrant to each other in respect of the Staff which each Party makes available for the Service, that they have carried out all employment and regulatory checks reasonably required of them as employers and, for the

Trust as an NHS body, such as registrations, police checks or applications for a Disclosure from the Disclosure and Barring Service as may be required.

8.8 Both Parties warrant to each other in respect of the Staff for which they are the Employer that the Staff have all relevant qualifications and professional registrations required to perform the Services.

8.9 The provision of Staff for the Arrangements shall be on the basis of the terms set out in this Clause 8, the Protocol and/or such other terms as the Trust and the Council may agree from time to time. The terms and conditions of employment of any such Staff who are made available may only be varied insofar as this is necessary to give effect to their being made available, or as may be required to honour changes in the Council pay, Agenda for Change, and other national agreements such as NHS pay awards or other obligations required by Law (including but not limited to variations to hours or work patterns in response to flexible working requests or staff returning from maternity leave).

8.10 The Policies, Code of Conduct, and Rules and Regulations which are operative in relation to Staff shall be agreed by the Parties (the "Agreed Policies").

8.11 If after the date of the Agreement any of the Staff gives or receives notice of termination of their employment, or the employment of any Staff otherwise terminates, the employer of the affected Staff shall advise the other Party forthwith.

8.12 The employer of the Staff shall be released from its obligations to make Staff available for the purposes of this Agreement whilst the Staff are absent:

8.12.1 by reason of industrial action taken in contemplation of a trade dispute; and/or,

8.12.2 by reason of an act or omission of the other Party; and/or;

8.12.3 as a result of the suspension or exclusion of employment or secondment of any Staff by their employer; and/or

8.12.4 in accordance with their respective terms and conditions of employment and policies, including, but not limited to, by reason of training, holidays, sickness, injury, trade union duties, paternity leave or maternity or where absence is permitted by Law; and/or

8.12.5 if making the Staff available would breach or contravene any Law; and/or

8.12.6 as a result of the cessation of employment of any individual Staff; and/or

8.12.7 the termination of an individual secondment.

8.13 During the Agreement Term, the Trust and the Council agree to:

8.13.1 promptly notify the other Party upon becoming aware of any act or omission by any Staff which may constitute a material breach of the contract of employment of the Staff and/or which may prejudice either Party, to allow the Employer to promptly take such lawful action as may be required.

8.13.2 promptly notify the employing Party and provide a copy within one week of any notice of resignation of employment or written grievance received in respect of any Staff or any Staff whose employment has terminated, where such documents are received by the other Party;

8.13.3 consult and co-operate with the other Party as often as may be necessary in relation to the management, training, appraisal and monitoring of the Staff including cooperating in relation to any grievance, disciplinary or capability matters which may arise with respect to Staff;

8.13.4 supply to the other Party such information and documents as may be reasonably required to enable the Party to fulfil its obligations under the Agreement (subject to compliance with the Data Protection Act 1998);

8.13.5 manage the Staff in accordance with the provisions of the Agreement including providing such supervision and training as may reasonably be required in order to ensure the proper performance of the Services required by the Arrangements;

8.13.6 use the Staff only for the delivery of the Service required by this Agreement;

8.13.7 comply with its common law and statutory obligations in relation to the provision of a safe workplace for the Staff including, but not

limited to, health and safety, occupier's liabilities and any codes of practice introduced pursuant to such legislation;

8.13.8 take no action with respect to Staff which would be contrary to the other Party's policies and procedures regarding prevention of discrimination and promotion of equal opportunities, including those related to bullying and harassment.

8.14 In this paragraph, "duties" means those duties which the Staff are made available to the Trust or the Council to perform. During the Agreement the Trust and the Council shall take all reasonable steps to ensure the Staff shall:

8.14.1 devote the whole of their time attention and skill to their duties for the Party to whom they are made available;

8.14.2 faithfully and diligently perform duties and exercise such powers as may from time to time be reasonably assigned to or vested in them by or under the authority of the Party to whom the Staff are made available;

8.14.3 perform all duties assigned to them by the Party to whom they are made available.

8.15 During the Agreement the Trust and the Council agree to the following arrangements regarding the management, appraisal and training of the Staff:

8.15.1 the Staff will be managed and directed by and be directly accountable to the person who is shown as their line manager in the relevant structure chart, regardless of whether that person is Seconded Staff or Trust Staff;

8.15.2 The Trust and the Council shall take all reasonable steps to ensure that Staff obey all reasonable and lawful directions given to them by or under authority of such manager and shall use their best endeavours to promote the interests of the employer and the non-employing Party. Such manager shall also direct working arrangements, rosters, agree annual leave, special leave etc. in a manner which is consistent with the terms and conditions of employment of the Staff.;

8.15.3 the Trust will be responsible for ensuring the appraisal and appropriate management, including professional supervision, of all Staff. Such appraisal will be conducted by the identified line

manager in accordance with the agreed appraisal policies and procedures and professional supervision will be offered according to arrangement to be agreed by the JMG and reviewed annually. In the case of the appraisals of Seconded Staff, information and copies of any documents relating to such appraisals shall be provided to the Council by the Trust following the appraisal, as required;

8.15.4 the Council will provide the Trust with details of existing mandatory training obligations relating to and to be undertaken by individual Council Staff (including cost). The Trust and the Council will agree to a programme of continued and future training to be provided by each of the Trust and the Council to Staff, and to be agreed by the JMG Annually as a part of Annual review including any transfer of costs and funding relating to such training;

8.15.5 the Trust will be responsible for all required training relating to policies applicable to Staff, which shall include, without limitation Health and Safety and Risk Management. The Trust shall indemnify the Council in respect of any failure or negligence with respect to the provision of the aforementioned training to the Seconded Staff and any claims, expenses and costs arising out of the same;

8.15.6 the Trust and Council will identify future requirements for training relating to continued professional development ("CPD Training") required by Staff, including any registration requirements. The Parties anticipate that the need for such training will be identified through the management and appraisal process which is to be conducted by the Trust in accordance with clauses 8.16.1 and 8.16.2 hereof;

8.15.7 the Parties agree that CPD Training provided through the Council will continue to be available to Seconded Staff. The Trust and the Council will agree a schedule of continued and future CPD and social care practice Training to be provided by each of the Trust and the Council, including any transfer of costs and funding relating to such training.

8.16 Where it is necessary for the purposes of either Party's personnel procedures for a member of Staff employed or contracted by the other Party to co-operate with the operation of any discipline or grievance procedures or any other employment procedure, the employing Party shall use all reasonable endeavours to ensure that such co-operation is forthcoming. For avoidance

of doubt such co-operation shall include any assistance which may reasonably be required by a Party in the event of any proceeding being brought by any Staff relating to matters which are the subject matter of this Agreement.

8.17 Each Party shall be paid from the Pooled Fund for all Employment Liabilities in respect of the Staff incurred or payable during the continuation of this Agreement save for in respect of Employment Liabilities where such Employment Liabilities arise from any act or omission of a Party in breach of: (i) this Agreement; (ii) any relevant contract of employment; and/or (iii) any Law (including without limitation any failure of a Party to meet any obligations to provide adequate training to its Staff or a failure to ensure its Staff comply with any supervision, management, direction or instruction of the other Party in accordance with this Agreement).

8.18 Each Party shall be responsible for all emoluments and outgoings in respect of the Staff employed by them (or who were so employed immediately prior to the Commencement Date) including without limitation all wages bonuses commissions holiday entitlements PAYE National Insurance contributions statutory or contractual redundancy payments and pension contributions including any early retirement benefits or entitlements incurred or payable prior to, during the continuation of, or following the termination of this Agreement and each Party shall indemnify the other in respect of any claim, finding or award made in respect of the same.

8.19 The JMG may consider that it is necessary for new or replacement staff ("New Staff") to be appointed in order to fulfil the aims and objectives of the Agreement. Where this is the case, the JMG shall agree the arrangements for recruitment and appointment of New Staff at that time. Any such recruitment will be coordinated by the Trust.

8.20 The parties agree to work co-operatively towards the greater integration of service provision by any means including considering the opportunities for Staff to transfer within and between the parties PROVIDED ALWAYS that this clause shall not bind the parties to enter into such arrangements nor shall it indicate that any such transfer has been deemed by the parties to have taken place. All appointments shall be recorded for use in connection with Clause 12.7.

8.21 The Parties do not intend that the arrangements envisaged by or coming into effect as a result of this Agreement constitute a relevant transfer for the purposes of TUPE.

8.24 In the event that TUPE or the Cabinet Office Statement of Practice is determined to apply to either the Council Staff or the Trust Staff who are made available for the Service at any time before or after the termination or expiry of this Agreement or upon the early termination or variation of this Agreement, the Trust and the Council agree to comply with their obligations under TUPE and co-operate in a manner consistent with the principles of this Agreement and the Regulations to determine the required financial contributions and other arrangements which are thereafter required by and from each Party in order to meet the obligations which arise under TUPE and otherwise.

8.25 The Trust shall indemnify and keep the Council (and its contractors or agents) indemnified in respect of any and all:

8.25.1 Employment Liabilities and TUPE liabilities incurred or payable in respect of Trust Staff and New Staff which arise or are payable prior to, during or after the termination of this Agreement save where the Employment Liability or TUPE Liability arises as a direct result of any act or omission by the Council (in contravention of statute or legislative requirements) or as set out at Clauses 12.1.3-12.1.6 (Effects of Termination); and

8.25.2 liability arising from any claim made by any third party arising out of or in respect of any act or omission of any Staff after the Commencement Date, save to the extent that such liability was due to:

(a) any act or omission of the Council (including without limitation any failure of the Council to meet any obligations which it has to provide adequate training to Seconded Staff); or,

(b) any act or omission by any Seconded Staff which is contrary to any supervision, management, direction or instruction which has been or was provided to Seconded Staff by the Trust under the terms of this Agreement.

8.26 The Council shall indemnify and keep the Trust (and its contractors or agents) indemnified in respect of any and all:

8.26.1 Employment Liabilities and TUPE liabilities incurred or payable in respect of Seconded Staff which arise or are payable prior to, during or after the termination of this Agreement save where the Employment Liability or TUPE Liability arises as a direct result of any act or omission by the Trust (in contravention of statute or legislative requirements) or as set out at Clause 12 on Effects of Termination; and,

8.26.2 liability arising from any claim made by any third party arising out of or in respect of any act or omission of any Seconded Staff after the Commencement Date, where such liability is due to:

(a) any act or omission of the Council (including without limitation any failure of the Council to meet any obligations which it has to provide adequate training to Seconded Staff); or,

(b) any act or omission by any Seconded Staff which is contrary to any supervision, management, direction or instruction which has been or was provided to Seconded Staff by the Trust under the terms of this Agreement.

8.27 The Trust and the Council agree to review the indemnity arrangements set out in clauses 8.18, 8.23 and 8.24 above from time to time in the light of in particular (but without limitation):

(a) any material changes to the staffing arrangements occurring as a result of a material change to the provisions in respect of Contributions agreed under clause 4.1 and 4.2.

(b) either Party considering that it is or is likely to become disproportionately responsible for employment liabilities in the provision of the Service.

any such review shall be undertaken by the JMG and subject to Dispute Resolution procedure in Clause 15 if agreement cannot be reached by the Parties within [1] month of the issue having been raised for review.

8.28 Other than in the circumstances in which the terms of clause 8.22 apply, upon the termination of this Agreement for any reason, each Party shall resume direct management control and responsibility for all Employment Liabilities arising or payable in respect of any and all Staff engaged in the provision of the Service who were so employed by them immediately prior to the termination of the Agreement or who were employed as a result of provision under Clause 8.18 insofar as the terms of Clause 12.6 shall apply.

8.29 The Parties agree that in the event of any Staff being made redundant by either Party to this Agreement, either during the term of the Agreement or on termination or expiry of the Agreement for whatever reason, then the statutory and contractual redundancy costs resulting from the redundancy shall, in the case of the Seconded Staff be borne by the Council, or in the case of any other any Trust Staff and/or New Staff be borne by the Trust. In the event of any such redundancy that occurs either:

8.29.1 during the term of this Agreement, each Party's redundancy procedures shall apply; or

8.29.2 on termination or expiry of the Agreement, the redundancy procedures of the Council shall apply in respect of the Seconded Staff and those of the Trust shall apply in respect of any Trust Staff and New Staff.

8.30 Any dispute arising under the terms of this Clause 8 or Schedule 4 shall, in the event that it cannot be resolved through consultation between the Parties shall be subject to the Dispute Resolution procedure set out in Clause 15.

8.31 The Trust and the Council agree to review the payment arrangements set out in clause 8.17 and the indemnity arrangements set out in clauses 9.3.3 and 9.5.3 from time to time in the light of in particular (but without limitation):

(a) any material changes to the staffing arrangements occurring as a result of a material change to the provisions in respect of the contributions agreed under clauses 4.1 to 4.2.

(b) either Party considering that it is or is likely to become disproportionately responsible for employment liabilities in the provision of the Services.

any such review shall be undertaken by the JMG and subject to Dispute Resolution procedure in Clause 15 if agreement cannot be reached by the Parties within 1 month of the issue having been raised for review.

8.24 Any dispute arising under the terms of this Clause 8 or Schedule 4 shall, in the event that it cannot be resolved through consultation between the Parties shall be subject to the Dispute Resolution procedure set out in Clause 15.

9 INDEMNITY AND INSURANCE

9.1 The Parties shall, so far as is possible at reasonable cost and allowable by Law, agree and effect appropriate insurance arrangements in respect of all potential liabilities arising from this Agreement. In the case of the Trust, it may arrange alternative cover in accordance with current NHS arrangements for property and third party liability (i.e. the Property Expenses Scheme and the Third Party Liabilities Scheme) administered by the NHS Litigation Authority in lieu of commercial insurance. Each Party shall provide to the other upon request such evidence as that Party may reasonably require to confirm that the insurance arrangements are satisfactory and are in force at all times.

9.2 The Trust shall indemnify the Council and its employees and agents against all claims and proceedings (to include any settlements or ex gratia payments made with the consent of the Parties and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise) against the Council or any of its employees or agents:

9.2.1 by or on behalf of any Client (or his dependants) for personal injury (including death) or for loss of or damage to any property arising from actions or omissions by or on behalf of the Trust out of or in connection with the Service; or

9.2.2 by the Trust, its employees or agents or by or on behalf of a Client (or his dependants) for a declaration concerning the treatment of a Client who has suffered such personal injury (including death) or for loss of or damage to any property arising out of or in connection with the Service; or

9.2.3 for personal injury (including death) or for loss of or damage to any property caused to Seconded Staff as a result of a breach of statutory duty or health and safety obligations by the Trust; or

9.2.4 in respect of any acts or omissions of the Trust, its employees or agents arising out of or in connection with the Service.

9.3 The above indemnity by the Trust shall not apply to any such claim or proceeding:

9.3.1 to the extent that such liability and/or personal injury (including death) (or loss of or damage to property) is caused by the negligent or wrongful act(s) or omission(s) or breach of statutory duty of the Council, its employees (save where those employees are Seconded Staff acting under the direction and control of the Trust and in compliance with the Trust's instructions) or agents; and/or

9.3.2 to the extent that such liability and/or personal injury (including death) (or loss of or damage to property) is caused by the failure of the Council, its employees or agents to meet their obligations in accordance with this Agreement; and/or

9.3.3 in respect of all Employment Liabilities arising from any act or omission of the Council in breach of: (i) this Agreement; (ii) any relevant contract of employment; and/or (iii) any Law (including without limitation any failure of the Council to meet any obligations to provide adequate training to the Seconded Staff or a failure to ensure the Seconded Staff comply with any supervision, management, direction or instruction of the Trust in accordance with this Agreement); and/or

9.3.4 to the extent such liability and/or personal injury (including death) or loss of or damage to property pre-dates the Commencement Date.

9.4 The Council shall indemnify the Trust and its employees and agents against all claims and proceedings (to include any settlements or ex gratia payments made with the consent of the Parties and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise) against the Trust or any of its employees or agents:

9.4.1 by or on behalf of any Client (or his dependants) for personal injury (including death) or for loss of or damage to property arising from actions or omissions by or on behalf of the Council out of or in connection with the Service; or

9.4.2 by the Council, its employees or agents or by or on behalf of a Client for a declaration concerning the treatment of a Client who has suffered such personal injury (including death) or for loss of or damage to any property arising out of or in connection with the Service; or.

9.4.3 for personal injury (including death) or for loss of or damage to any property caused to Trust Staff as a result of a breach of statutory duty or health and safety obligations by the Council (save where caused by Seconded Staff acting under the direction and control of the Trust and in compliance with the Trust's instructions); or

9.4.4 in respect of any acts or omissions of the Council, its employees or agents arising out of or in connection with the Service.

9.5 The above indemnity by the Council shall not apply to any such claim or proceeding:

9.5.1 to the extent that such liability and/or personal injury (including death) (or loss of or damage to property) is caused by the negligent or wrongful act(s) or omission(s) or breach of statutory duty of the Trust, its employees or agents; Furthermore the Trust acknowledges and agrees that the Council shall not be delegated functions by the Trust that would require the Council to obtain and hold medical malpractice cover and that the Trust shall be entirely responsible for all such claims and shall hold the appropriate insurance;

9.5.2 to the extent that such liability and/or personal injury (including death) (or loss of or damage to property) is caused by the failure of the Trust, its employees or agents to meet their obligations in accordance with this Agreement; and/or

9.5.3 in respect of all Employment Liabilities arising from any act or omission of the Trust in breach of: (i) this Agreement; (ii) any relevant contract of employment; and/or (iii) any Law (including without limitation any failure of the Trust to meet any obligations to provide adequate training to the Trust Staff and Seconded Staff or a failure to ensure the Trust Staff and Seconded Staff comply with any supervision, management, direction or instruction of the Council in accordance with this Agreement); and/or

9.5.4 to the extent that such liability and/or personal injury (including death) or loss of or damage to property pre-dates the Commencement Date.

9.6 The Parties will indemnify and keep indemnified each other against all liabilities arising directly or indirectly from any events, acts or omissions in relation to their respective functions owing prior to the Commencement Date.

9.7 The Council shall indemnify and keep indemnified the Trust against all liabilities costs claims damages and losses made or brought against the Trust or any of its employees or agents arising as a result of charging for the Services.

9.8 The Trust shall indemnify the Council against all claims and proceedings (to include but not be limited to any settlements or ex gratia payments made with the consent of the Parties compensation or damages for discrimination or constructive dismissal and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise) by Seconded Staff in connection with their employment by the Council to the extent that such claims and proceedings arise from and are attributable solely to acts of the Trust in relation to the secondment to the Trust of Seconded Staff. This indemnity also extends to any liability arising from TUPE.

9.9 The Council shall indemnify the Trust against all claims and proceedings (to include but not be limited to any settlements or ex gratia payments made with the consent of the Parties as compensation or damages for discrimination or constructive dismissal and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise) by Seconded Staff in connection with their employment by the Council to the extent that such claims and proceedings arise from and are directly attributable to the Council.

9.10 Neither the indemnities from the Trust nor that from the Council shall apply to any such claim or proceeding:

9.10.1 unless as soon as reasonably practicable following receipt of notice of such claim or proceeding, the Party in receipt of it shall have notified the other Party in writing of it;

9.10.2 if the Party in receipt of the claim or proceeding, its employees or agents shall have made any admission in respect of such claim or proceeding or taken any action related to such claim or proceeding prejudicial (in the reasonable opinion of the other Party) to the defence of it without the written consent of the other Party (such consent not to be unreasonably withheld or delayed),

provided that this condition shall not be treated as breached by any statement properly made by the former Party, its employees or agents in connection with the operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by law.

9.11 Each Party shall keep the other Party and its legal advisers fully informed of the progress of any claims or proceedings, and will consult fully with the other Party on the nature of any defence to be advanced and will not settle any such claim or proceeding without the written approval of the other Party (such approval not to be unreasonably withheld). The provisions of this Clause 9.11 shall only apply to the extent that the Party subject to the claim is able to liaise with the other in the manner set out and there exists no conflict of interest.

9.12 Without prejudice to the provisions of Clause 9.10.1, both Parties will use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of developments in relation to any such claim or proceeding even where they decide not to make a claim under this indemnity.

9.13 The Parties will each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding by or on behalf of Clients (or their dependants) or concerning such a declaration as is referred to in Clause 9.2.2 and 9.4.2. It is agreed and acknowledged that the provisions of Clauses 9.10 – 9.13 apply in so far as each Party is able to undertake the actions set out in the aforementioned clauses. Both Parties accept that the conduct of any liability claim rests entirely with each Parties respective insurers and appointed solicitors and as such they have sole and principal authority in relation to the administration and settlement claims.

9.14 The Trust will give such help to the Council as the Council may reasonably require and cooperate fully with the Council (to the extent that such help and cooperation relate to matters arising from the secondment of Council employees to the Trust) in preparation and handling of any claim against the Council brought by employees of the Seconded Staff as is referred to in Clause 9.6 including attendance by any of the employees of the Trust at any hearing of any court or tribunal if required. The Council will give such help to the Trust as the Trust may reasonably require and cooperate fully with the Trust (to the extent that such help and cooperation relate to matters arising

from the secondment of Trust employees to the Council) in the preparation and handling of any claim against the Trust brought by Trust Staff and New Staff as is referred to in Clause 9.6 including attendance by any of the employees of the Council at any hearing of any court or tribunal if required. Both Parties agree and acknowledge that the provisions of this Clause shall in no way give rise to an expectation or obligation upon either Party to warrant or guarantee the attendance by an employee at the hearing of any court or tribunal.

9.15 For the purposes of this indemnity the expression "agents" shall be deemed to include without limitation any nurse or health professional, social worker or social care worker or manager providing services to the Trust under contract for services or otherwise and any person carrying out work for the Trust under such a contract.

10 REVIEW

10.1 The Parties shall review the provision of the Service and this Agreement for the purposes of confirming the operation of the Pooled Fund and their respective contributions hereto and the Non Pooled Fund for the financial year 2014/15 after 1st July 2014 but no later than 1st October 2014.

10.2. The Parties, through the JMG, shall review the operation of the Service every 2 months in the first year and thereafter on a quarterly basis (at least) in each year for the duration of the Agreement..

10.3 All reviews of, and in relation to, this Agreement shall be conducted in good faith and in accordance with the governance arrangements set out in Schedule 6; and shall be based upon information to be provided as set out in Schedule 6.

10.4 This terms of this Agreement shall be subject to a formal review by the Parties 5 years from the Commencement Date and thereafter at such intervals and on such dates as are agreed by the Parties during the term of this Agreement. Any variations to the terms of the Agreement agreed by the Parties shall be made in accordance with Clause 13.

10.5 The Parties may review the operation of this Agreement on the coming into force (or anticipation of the coming into force) of any relevant statutory or other legislation or guidance affecting the terms of this Agreement so as to ensure that the terms of this Agreement comply with such legislation or

guidance. Any variations to the terms of the Agreement agreed by the Parties shall be made in accordance with Clause 13.

10.6 The reviews undertaken in accordance with Clause 10.2, 10.4 and 10.5 of this Agreement shall include review of the Secondment Agreement and review of professional supervision arrangements.

10.7 The Parties shall confirm no later than 1st April in each future Financial Year their respective contributions to the Pooled Fund and for the Council to the Non Pooled Fund for that current Financial Year and following which the Pool Manager shall prepare for the JMG a revised Schedule 1 and 5 to this agreement plus a revised Performance Framework for Schedule 6 to this Agreement, an annual workforce plan and a programme of continued and future training to be provided by each of the Trust and the Council to Staff, which, when approved by the JMG and the Parties, shall replace the previous versions of Schedules 1 and 5 and the Performance Framework for Schedule 6, the workforce plan and any current training plan. These together shall from the Annual Plan for the next year of the Agreement. If either of the Parties are unable to confirm in writing their respective contributions by 1st April in the relevant Financial Year then the provisions of Clause 11.1 shall apply.

10.8 The Parties shall also use reasonable endeavours in each Financial Year to agree by 31st December a draft budget for the following Financial Year. Such budget will be finalised once the Parties have agreed their contributions for the relevant financial year in accordance with Clause 10.7 above.

10.9 Financial Planning for Clause 10.8 above shall be conducted in good faith and shall take account of:

10.8.1 general inflation;

10.8.2 pay, pay costs and pay inflation

10.8.3 any agreed addition or reduction of funds

10.8.4 efficiency targets

10.10 No provision of this Agreement shall preclude the Parties by mutual agreement making additional contributions of non-recurring monies to the Pooled Fund from time to time but no such additional contributions shall be taken into account in the calculation of the Parties' respective contributions for the purpose of Clause 11. Any such additional contributions of non-

recurring monies shall be explicitly recorded in JMG minutes and recorded in the budget statement as a separate item.

11. TERMINATION

11.1 This Agreement may be terminated by not less than 6 months written notice in writing from either Party to the other, if either of the Parties has failed to finalise and agree the budget and Annual Plan in any Financial Year in writing by 1st April in the relevant year in accordance with Clause 10.7. During such notice period the Parties shall continue to contribute to the Pooled Fund on a pro rata basis in accordance with the contributions agreed for the previous Financial Year. During such notice period the Council shall continue its contribution to the Non Pooled Fund in accordance with the contributions agreed for the previous Financial Year.

11.2 In the case of a material breach by one Party of its respective obligations under the Agreement which in the opinion of the other Party is not capable of remedy, and which has an adverse impact on the other Party, the other Party may terminate the Agreement on immediate written notice and is not required to allow the first Party time to attempt to remedy that breach.

11.3 In the event of a change in legislation or a direction by a Secretary of State or Minister of the Crown or any decision by a competent court such as would make the Arrangements under this Agreement no longer appropriate or unlawful to continue for the Parties, the Agreement may be terminated by agreement between the Parties on such notice as they shall agree if the Parties (acting reasonably) are unable to agree a modification or variation of this Agreement so as to bring the specific matter within their respective powers.

11.4 If either Party has failed to confirm in writing its contribution to the Pooled Fund and Non pooled Fund in accordance with clauses 4.1, 4.2 and 4.3 of the Agreement, either Party may terminate this Agreement on giving immediate written notice to the other, and this Agreement may terminate forthwith.

11.5 In circumstances other than the above, either Party may terminate this Agreement in accordance with clause 2.2.

11.6 Any purported termination of this Agreement under this Clause shall be without prejudice to any continuing obligations of the Parties under Clauses

6, 7 and 12 and the continued operation of the JMG in accordance with Schedule 6.

12. EFFECTS OF TERMINATION OR REDUCTION OF CONTRIBUTION

12.1 Notwithstanding any notice of termination in accordance with Clause 11, or reduction of contribution in accordance with Clause 4

12.1.1 The Parties shall co-operate to ensure that, where possible, existing Clients are assigned to the Party with statutory responsibility for those Clients. Where this is not possible, the Council and the Trust shall continue to be liable to provide the Service in accordance with this Agreement for all current Clients at the date of service of the notice of termination

12.1.2 the Parties shall remain liable to operate the Pooled Fund and Non pooled Fund in accordance with this Agreement so far as is necessary to ensure fulfilment of the obligations in sub-clause 12.1.1 and

12.1.3 the Parties shall consult each other with respect to agreeing the apportionment of Employment Liabilities arising as a consequence of the reduction or loss of Services following any such reduction in contributions to the Pooled Fund or expiry or termination of this Agreement and shall in good faith endeavour to reach agreement having regard to each Party's financial contributions to the Pooled Fund and the Health Functions and Health Related Functions of the relevant members of Staff;

12.1.4 subject to sub-clauses 12.1.1 and 12.1.2 each Party shall use reasonable endeavours to mitigate any Employment Liabilities including without limitation the redeployment of Staff within their respective organisations;

12.1.5 if no agreement pursuant to clause 12.1.3 is reached within 6 months of the date of such reduction in contributions or expiry or termination of this Agreement then the Employment Liabilities specified in clause 12.1.3 shall be allocated to each Party in proportion to their respective contributions to the Pooled Fund for the immediately preceding Financial Year save for where any such Employment Liabilities arise from any act or omission of a Party in breach of: (i) this Agreement; (ii) any relevant contract of employment; and/or (iii) any Law (including without limitation any failure of a Party to meet

any obligations to provide adequate training to its Staff or a failure to ensure its Staff comply with any supervision, management, direction or instruction of the other Party in accordance with this Agreement) in which case the Party in breach shall have responsibility for the Employment Liabilities so arising. The Parties shall make such payments to each other as shall be required to reflect this allocation; and

12.1.6 prior to any agreement pursuant to clause 12.1.3 or the end of the 6 month period referred to in clause 12.1.5 (whichever is earlier) and other than in the circumstances in which the terms of clause 8.23 apply, each Party shall resume direct management control and responsibility for all Employment Liabilities arising or payable in respect of any and all Staff engaged in the provision of the Services who were so employed by them immediately prior to the termination or expiry of the Agreement or who were employed as a result of provision under Clause 8.20 unless such Employee Liabilities arise from any act or omission of a Party in breach of: (i) this Agreement; (ii) any relevant contract of employment; and/or (iii) any Law (including without limitation any failure of a Party to meet any obligations to provide adequate training to its Staff or a failure to ensure its Staff comply with any supervision, management, direction or instruction of the other Party in accordance with this Agreement) in which case the Party in breach shall have responsibility for the Employment Liabilities so arising.

12.2 Where any under spend or overspend in relation to the Pooled Fund or Non Pooled Fund shall exist upon termination then Clauses 7.11.4, 7.11.5 and 7.11.6 shall apply in determining the apportionment of that overspend or underspend.

12.3 When determining whether there has been an under spend or overspend as at the date of termination any unquantified liabilities shall not be taken into account.

12.4 Subject to the foregoing commitments of the Parties, following termination of the Agreement, the Trust shall return to the Council within three months any of the Council's contribution to the Pooled Fund which has not been spent on the Service and any of the Council's contribution to the Non Pooled Fund which has not been spent in support of the Service according to the terms of this Agreement. The Trust shall use reasonable endeavours to provide as soon as possible and in a format acceptable to the Council any information

required by the Council, including copies of relevant Trust's books and records held with regard to the Trust's obligations pursuant to this Clause, relating to the exercise of the Council's functions and subject to Clause 22.

12.5 The Parties shall continue to be responsible for any liabilities that arise following distribution of the Pooled Fund and the Non Pooled Fund pursuant to Clause 12.2 and/or Clause 12.3. Any liabilities that are subsequently quantified shall be apportioned between the Parties in accordance with the provisions of clauses 7.11.4, 7.11.5 and 7.11.6 and the Parties shall make such payments to each other as shall be required to reflect this.

12.6 Non-capital assets purchased from the Pooled Fund will be distributed between the Parties on the basis of statutory responsibility for the relevant Clients or where this is not practicable such goods will be shared proportionately between the Council and the Trust according to the level of past contributions to the Pooled Fund.

12.7 In the event that this Agreement is terminated in whole or in part (howsoever terminated) there shall be a review undertaken by the Parties of staff that have been appointed by the Trust in accordance with Clause 8.20 ("New Staff") in order to fulfil the objectives of the Service and to meet the Health Related Functions of the Council. The Parties will conduct that review jointly and shall consider whether any New Staff will transfer to the Council under TUPE. The Trust shall be responsible for the Employment Liabilities in relation to those New Staff that incurred or have accrued prior to the date of transfer to the Council, and shall indemnify the Council in respect of the same. The Council shall be responsible for the Employment Liabilities in relation to the New Staff from the date of transfer and shall indemnify the Trust in respect of the same.

12.8 In the event that this Agreement is terminated in whole or in part (howsoever terminated) the Parties agree to co-operate to ensure an orderly wind down of their joint activities as set out in this Agreement so as to minimise disruption to all Clients, carers and staff.

13. VARIATION

13.1 No variation to this Agreement, including for the avoidance of doubt the Schedules, shall be effective unless it is in writing and signed by both the Parties.

14. CONFIDENTIALITY & INFORMATION

14.1 The Parties have in place an information sharing protocol between them and shall:

14.1.1 keep confidential any information obtained in connection with this Agreement and control or process any personal data of Clients in accordance with the Data Protection Act 1998; and

14.1.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of or damage to such personal data.

14.2 Unless agreed otherwise in writing, the Council and the Trust shall keep confidential any information acquired through their conduct of this Agreement and will take all reasonable steps to ensure that their employees do not divulge such information to a third party, without the express consent of both Parties and the Client, except in accordance with the requirements for external audit, as may be required by law, where such information is already in the public domain or in accordance with the information sharing protocol agreed between the Parties.

14.3 Each Party notes the other's obligations as a Public Authority under the Freedom of Information Act 2000. The Parties will facilitate each other's compliance with their obligations under that Act and comply with any reasonable request from the other for that purpose. The Parties also note and agree that the other may after using reasonable endeavours to consult with them provide information to any person relating to this Agreement or for the purposes of complying with a request made under the Act.

15. DISPUTE RESOLUTION

15.1 In the event of a dispute over the application or interpretation of this Agreement, the dispute may be referred by the Parties in writing as follows:

15.1.1 in the first instance to the Authorised Officers to resolve within 4 weeks;

15.1.2 in the second instance if the dispute has not been resolved within 4 weeks of such referral to the Authorised Officers, either Party may refer the matter to the Chief Executive of the Council and the Director of the Commissioning Board area team with responsibility for Merton NHS services;

15.1.3 in the third instance if the dispute has not been resolved within 4 weeks of such referral to the Chief Executive of the Council and the Director of the Commissioning Board area team with responsibility for Merton NHS services either Party may refer the matter to an individual nominated by or on behalf of the Secretary of State for Health to act as mediator. Any settlement reached by the Parties with the assistance of the mediator shall only be binding on the Parties with their agreement in writing.

15.2 If a dispute has not been resolved within 3 months of reference to the individual appointed in accordance with Clause 15.1.3 above, either Party may terminate this Agreement on immediate written notice to the other and the provisions of Clause 12 shall apply.

16. EXCLUSION OF PARTNERSHIP AND AGENCY

16.1 The Parties expressly agree that nothing in this Agreement in any way creates a legal partnership between them.16.2 Neither Party nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Party, except where expressly permitted by this Agreement.

17. ASSIGNMENT AND SUB AGREEMENTS

17.1 The Parties shall not assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Party.

18 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

18.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19. PREVENTION OF CORRUPTION / QUALITY CONTROL

19.1 The Parties shall have mutual policies and procedures to ensure that relevant controls assurance, probity and professional standards are met.

20 COMPLAINTS

20.1 Complaints regarding the Service shall in the first instance be directed to the Trust and if they cannot be dealt with under NHS Complaints Procedure they will be investigated jointly by the Parties (with the Trust taking the lead) and a decision will be made regarding which complaints procedure should be followed. The complaint will then be managed according to the Council's

Complaints Procedure or the NHS Complaints Procedures Act 1985 as appropriate. The nominated officer responsible for handling of complaints will ensure that all Clients and their carers or established representatives are advised and provided with information on how to complain, which will be made known at the point of commencement of assessment and after referral to the Service for any potential service or support.

20.2 The Trust will report the data regarding complaints to the Council by means of a quarterly report or more frequently if requested by the Council. The data must be sent in accordance with the Council's policy and procedures in place and as updated

20.3 All complaints from Service Users should be dealt with and resolved appropriately by the Trust and any serious complaint that cannot be resolved shall be notified to the Council as soon as reasonably practicable so that the parties can co-operate and endeavour to satisfy the complainant

21. NOTICES

21.1 All notices under this Agreement shall only be validly given if given in writing, addressed as follows:

21.1.1 If to the Council, addressed to the Director for Adult Social Care Services at the Civic Centre as above;

21.1.2 If to the Trust, addressed to the Chief Executive at Springfield University Hospital as above.

22. STATUTORY OBLIGATIONS

22.1 The Parties shall in the performance of their obligations under this Agreement comply with all relevant Law including (without limitation) all statutes directives regulations orders codes of practice and best practice guidelines (as amended from time to time) and all provisions relating to such matters elsewhere in this Agreement.

22.2 Each Party will note the other Party's current and future obligations under the Data Protection Act 1998, the FOIA 2000, the Human Rights Act 1998, Equality Legislation and Part 1 of the Local Government Act 1999 (all as amended from time to time) and any codes of practice and best practice guidance issued by the European Commission Government and the appropriate enforcement agencies ("the Specified Legislation") and shall:

22.2.1 comply with the Specified Legislation in so far as it places obligations upon that Party in the performance of its obligations under this Agreement;

22.2.2 facilitate the other Party's compliance with its obligations under these provisions and comply with any reasonable requests for that purpose;

22.2.3 act in respect of any person who receives or requests services under this Agreement as if that Party were a public authority for the purpose of the Human Rights Act 1998;

22.3 Each Party ("the First Party") acknowledges that in responding to a request received by any Party ("the Other Party") under the FOIA the Other Party will be entitled to provide information held by it relating to this Agreement or which otherwise relates to the First Party.

22.4 The First Party shall co-operate with the Other Party in connection with any request received by the Other Party under the FOIA and such co-operation shall be at no cost to the Other Party.

22.5 The Parties shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts pertaining to the health and safety of employees and shall ensure that any contractors carrying out work for any purpose relating to the Agreement on the other Party's premises likewise comply.

22.6 The Parties shall in connection with the provision of the Services comply with their obligations under the Data Protection Act 1998 (including where appropriate obtaining registration there under) and avoid offending against the Computer Misuse Act 1990.

22.7 Each Party shall provide the other Party with such information as that Party may reasonably require to satisfy itself that the first Party is complying with the obligations referred to in this Clause.

22.8 Each Party shall take such steps as may be practical to afford the other Party access to information which is reasonably required by the first Party in connection with any of its statutory functions and for any purpose connected with its rights and obligations under this Agreement.

22.9 Each Party must exercise its best endeavours to ensure the accuracy of any data entered into the computer system used in carrying out the Parties' obligations under the Agreement.

22.10 All data held in respect of a Client on any computer system operated under this Agreement must immediately on termination of the Agreement be made available on request by an appropriately authorised officer to the Party with statutory responsibility for the relevant Clients.

22.11 The Parties under the Race Relations (Amendment) Act 2000 have a duty to promote racial equality. The Parties shall have due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity in the provision and use of the Service, as defined within the meaning and scope of the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000) and to assist each other in the implementation of any Race Equality Scheme or equivalent scheme in order to monitor its policies for any adverse impact on the promotion of race equality in accordance with the Race Relations Act 1976 (Statutory Duties) Order 2001.

22.12 The Parties shall not in relation to the employment of persons for the purposes of providing the Service or in relation to the provision of the Service to any person discriminate against a person contrary to Statute including but not limited to the Equal Pay Act 1970 the Sex Discrimination Acts 1975 the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000), the Disability Discrimination Act 1995 and the Equality Act 2010 and shall be deemed to include any amendments, replacements or re-enactments thereof from time being in force.

23. GOVERNING LAW

23.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

24. SURVIVAL

24.1 The following clauses shall survive termination of this Agreement: Clauses 1, 8.26, 9, 14, 22, 23 and this Clause 24.

25. SEVERANCE

25.1 If any provision of this Agreement shall become or be declared by a court of competent jurisdiction to be illegal invalid or unenforceable such illegality or unenforceability shall in no way impair or affect any other provision of this Agreement all of which shall remain in full force and effect.

26. FORCE MAJEURE

26.1 The Parties shall not be in breach of the Agreement if there is a failure of performance by any Party of its duties and obligations under the Agreement occasioned by any act of God, fire, act of government or state, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies and/or any other reason beyond its control.

26.2 The Parties obligations under this Agreement shall be suspended for the period (and only during the period) during which the cause described in Clause 26.1 continues. As soon as it is reasonably practicable after the cause ceases to exist the Party prevented from performing its obligations shall give written advice to other Parties. If the period for which the Agreement is required to be suspended extends beyond 4 months then this Agreement shall be terminated and the provisions of Clause 12 shall apply.

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written

THE COMMON SEAL of THE LONDON BOROUGH OF MERTON

Was affixed to this Deed in the presence of:

……Authorised Signatory

THE COMMON SEAL of SOUTH WEST LONDON AND ST GEORGE'S MENTAL HEALTH NHS TRUST

Was hereunto affixed in the presence of:

……Chief Executive

……..Director of Finance

SCHEDULE 1

AIMS AND OBJECTIVES

1. INTRODUCTION:

The primary aim of the Parties in establishing the Arrangements is to:

- Maximise the effectiveness and efficiency of mental health provision through the implementation of Section 75 Health Act 2006 flexibilities (Pooled budget and integrated provision) for adults with mental health needs

2. STRATEGIC AIMS

These provide the overall context for integration and support the delivery of the social care agenda on behalf of the Council.

The core aims of the Parties are to:

- Improve the mental health and well-being of the people we serve
- Employ and manage staff to ensure they meet their potential at work to achieve the best possible outcomes for people with we serve.

We will achieve these aspirations by continually;

- Improving the quality and robust governance of our services
- Increasing efficiency, value for money and financial decision making
- Innovating and seeking new service delivery models
- Generating income to improve benefit for patients
- Developing our staff to offer the full potential
- Providing evidence of the agreed performance outcomes
- Providing evidence of need and best practice to inform integrated commissioning in the future and the development of the wider market of support offers
- Engaging service users and carers in the development of policies, strategies, plans and evaluations of services

For the people we serve this will involve

- Ensuring that adults of working age within the Borough of Merton who have eligible health and social care needs can access and use personalised, specialist mental health services and resources.
- Ensuring that adults with mental health problems are safeguarded from harm.
- Ensuring that Carers (family and friends) of the eligible adults are identified and offered a carers assessment, information and advice and support services.
- Contributing to the safety and wellbeing of families and the wider community in Merton through effectively managing risks arising from mental health problems.
- Using Health and Social care performance data in timely manner to inform priorities for action and continuous improvement and development
- Working with Merton health commissioners to ensure the on-going development of an integrated, preventive, and personalised led recovery-focused mental health system.
- Working effectively within a system of multiple NHS providers of mental health care
- Working with relevant private voluntary and independent sector providers.

The main focus of this is to achieve an integrated approach to enabling person-centred services through a range of developments including:

- Working together to improve physical and mental health for people with long term mental health conditions
- Increasing the numbers of people who are able to live independently including people living in supported living services, and reducing the numbers of people living in registered (residential/nursing) care
- To enable more people when they become acutely unwell to stay in their own homes as opposed to being admitted to hospital
- To increase choice and control by enabling personalised services and increasing the number of people with eligible social care needs to a have a personal budget or a Direct Payment for their care and support.
- To increase the identification of carers, carers assessments, advice and information and subsequent support offered to carers

This will involve

- Delivering high quality care and support for both those with mental health problems and their carers throughout an integrated, seamless and robust care pathway.
- Developing a whole system approach for incorporating Health, Social Care, third sector and service users and their carers.

- Increasing the Choice and Control that People with Mental Health issues have over their lives, through Self Directed Support and Personal Budgets

3. SERVICE & IMPROVEMENT OBJECTIVES

The Parties will have the following objectives that are aimed at delivering improvements.
This is not a list of all task headings and outputs that may be expected of the partnership from time to time.
These are the matters the Partnership will focus on specifically to gain improvement and add value in the first 18 months:

1. To develop new, joint operating procedures for the integration of social care and health assessment and support planning within the teams managed in the Partnership, in order to deliver the duties of both organisations.

    a. Both Parties to be fully involved in Trust led community services development plans, to agree specific, shared outcomes, quality, efficiency and cost benefits
    b. Define and identify roles, tasks and responsibilities for professional and non qualified staff including, as agreed, generic tasks/functions, professionally reserved tasks and implications for multidisciplinary best practice

    By 30th September 2014 . Lead – Service Director

2. To agree and implement practice supervision protocols for all disciplines within the Service.

    By 30th September 2014 Lead – Trust HR Director

3. To agree and implement processes and performance targets for the improved implementation of self-directed support and increase in uptake of personal budgets and direct payments in mental health.

    By 31st July 2014 Lead – Service Director

4. Agree process and governance structures to reduce use of - and total spend on - residential and nursing placements and increase use of less institutional support.

    By September 2014 Lead – Service Director

5. Ensure sustained improvement and further embedding of responsive and preventive adult and child safeguarding practice through regular audit and end of year review.

Ongoing with quarterly reviews –
Merton Mental Health Social Work
Lead

6. To provide development opportunities to managers (team, general, senior) within Partnership services to have assurance they have skills to develop and deliver integrated social care and health management outcomes

Review September 30th 2014 Lead –
Director of Operations

7. To agree and implement a professional leadership and professional development structure for social work within the integrated services, engaging Council and Trust resources, in line with the social work reforms, capabilities framework and Employers' Standards.

By September 30th 2014 Lead - Director of
Social
Work

8. To review and implement improvements in the availability and use of both organisations' relevant information systems within the Partnership services, including equal access to both intranet services and working together to manage the implications of changes to existing systems.
    a. Ensure protocols are in place to ensure all relevant information is captured in a time efficient way on the Care First Local Authority system

By September 30th 2014. Lead –
Service Director

9. To ensure managers for the Service take a full, appropriate part in interagency liaison and representation of mental health issues e.g. within diverse departments of the Council and community interagency forums.

On-going –quarterly review Lead –
Service Director

10. To promote and embed sound budget management within the integrated services with decision making devolved to team managers..

On-going – review through JMG
Lead – Service Director

SCHEDULE 2

THE TRUST'S NHS HEALTH CARE FUNCTIONS AND THE COUNCIL'S HEALTH RELATED CARE FUNCTIONS

1. THE TRUST'S NHS HEALTH CARE FUNCTIONS

(a) The functions of providing services pursuant to arrangements made by a clinical commissioning group or the NHS Commissioning Board under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1 to, the National Health Service Act 2006, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;

(b) the functions of providing services pursuant to arrangements made by a clinical commissioning group or the NHS Commissioning Board under Section 117 of the Mental Health Act 1983; and

(c) the functions under Schedule A1 of the Mental Capacity Act 2005

2. THE COUNCIL'S HEALTH RELATED FUNCTIONS

The Council's Health Related Functions are:-

(a) the functions specified in Schedule 1 to the Local Authorities Social Services Act 1970 except for the functions under:

(i) sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948

(ii) section 6 of the Local Authorities Social Services Act 1970

(iii) section 3 of the Adoption and Children Act 2002

(iv) sections 114 and 115 of the Mental Health Act 1983 and

(vi) Parts VII to IX and section 86 of the Children Act 1989

(b) The functions under sections 7 or 8 of the Disabled Persons (Services, Consultation and Representation) Act 1986.

For the avoidance of doubt notwithstanding the terms of this Agreement Approved Mental Health Professionals shall continue to carry out functions under Section 115 of the Mental Health Act 1983 as amended. The provision of such functions does not form part of the Arrangements and will be regulated by the Council directly and outside of the Arrangements.

The Trust will support the Council in carrying out its duties and functions under Section 115 but will not be accountable for the quality of that service.

SCHEDULE 3

SERVICE: CLIENTS, MANNER, LOCATION AND ACCESS

INTRODUCTION

Schedule 3 illustrates the services to be provided and will be reviewed annually to reflect changes to the pattern of, referral routes to or eligibility for services.

SCOPE OF SERVICE

The Service will provide integrated Specialist Mental Health and Social Care Services to adults of working age and older people who have one or more of the following:

- Serious mental health problems where not served by primary care
- Critical or substantial social care needs

Additionally:

- Social care or health services may be provided exclusively by social care or health professionals where eligible for one set of services and not the other and where that service is deemed most appropriate in the wider context of the health or social care systems.

SERVICE ELIGIBILITY

The refocused Care Programme Approach and Fairer Access to Care Services (FACS) criteria have been combined to create an integrated approach to the assessment, care planning and review process applicable to these services.

Service eligibility is based on assessed need for these specialist mental health services. Social care services are provided or enabled for any person for whom the FACS assessment indicates the need for appropriate social care services.

COMMUNITY MENTAL HEALTH SERVICES

The details of the staffing levels and funding for each post in these services in provided in Schedules 4 and 5 of this Agreement.

The Managers of these services are required to deliver integrated health and social care services.

Social Care and Trust performance measures will be reported on regularly to the relevant Party alongside an integrated performance framework for the partnership between the Parties as described in Schedule 6 of the Agreement.

Merton Assessment Team **Location: Wilson Hospital**	
Summary	The Merton Assessment Team provides the main assessment gateway to adult mental health services to residents of London Borough of Merton, who are experiencing mental health problems that are not responding to Primary Care intervention. The service provides a one point of access assessment, advice and signposting function for all referrals. The assessment function will begin on receipt of referral, and dependent on the outcome, provides the gateway for accessing the range of adult mental health services. The team will refer and signpost to other agencies, both statutory and non-statutory where required.
Access Criteria	The service is for people aged 18-75 who are experiencing a mental disorder and reach a health assessment criteria and fair access to services criteria of critical and substantial need.
Referrals	Merton residents aged 18-75 can be directly referred from the GP's liaison psychiatry and Home treatment teams. If there is a history of involvement, a self-referral is appropriate.
Operational Policy	Available on request from the Operational Manager

The Recovery and Support Teams: **(i) Mitcham** **(ii) Wimbledon** **(iii) Morden** **Location: Wilson Hospital**	
Summary	The Recovery and Support Teams (RSTs) CMHT provide the main treatment, recovery and support functions within adult mental health services to residents of London Borough of Merton, who are experiencing mental health problems that are not responding to Primary Care intervention or require more specialist interventions where there is no clear diagnosis of a psychosis or mood disorder. The RSTs are aligned to GP practices and this is overseen through regular GP link meeting. Treatment will be provided on an outpatient or domiciliary basis by the most appropriate member of the team and offer short term focused interventions to those with severe mental illness on an individual or group basis and long term care co-ordination. The teams will also provide specific education and employment advice/support to enable service users to re-integrate within wider society. The teams will work with other agencies, both statutory and non-statutory where required.

Access Criteria	The service is for people aged 18-75 who are experiencing a mental disorder and reach a health assessment criteria or fair access to services criteria of critical and substantial need.
Referrals	Referrals will come through the Merton Assessment Team and same criteria will apply.
Operational Policy	Available on request from the Operational Manager

Merton Early Intervention Service (apportioned from Sutton & Merton Early Intervention Service) **Location: Wilson Hospital**	
Summary	The Sutton and Merton EIS works for young people living in Sutton and Merton aged between 18 and 35 with first episode of suspected psychosis – the Merton apportionment of this service will be subject to partnership arrangements. The service aims to engage clients at the earliest possible opportunity and provides: • Specialist help for young people and their carers for the first 3 years of contact with mental health services. • Education to increase public awareness, detection and referral of people with early signs of psychosis. • Employment advice and support. • Support and education to Primary Care and agencies to help recognise early signs and encourage young people to access help early.
Access Criteria	The service is for people aged 18-35 who are experiencing or have experienced their first episode of psychosis, who are resident in the London Borough of Merton. For young people aged 16-17 acceptance by EIS would only follow discussion with CAMHS.
Referrals	Referrals will come through the Merton Assessment Team and same criteria will apply.
Operational Policy	http://insite.xswlstg-tr.nhs.uk/KnowledgeBase/Lists/Policies/EIS%20Operational%20Policy.pdf Available on request from the Operational Manager

Merton Drug & Alcohol Recovery Team (DART) **Location: Wilson Hospital**	
Summary	Merton Drug and Alcohol Recovery Team (DART) works in a formal partnership with Community Drug Services South London (CDSSL) to provide a Tier 3 service offering structured community based treatment for drug and alcohol service users presenting with moderate to severe substance misuse problems. There may also be some elements of Tier 2 services as part of the assessment process for a limited/negotiated period which includes assessment, harm reduction measures, advice and information.

	The DART provides the assessment, and clinical treatment aspect of the care pathway and this will be subject to the partnership arrangements. CDSSL provide the psycho-social aspects of the care pathway, and this will sit outside of the partnership arrangements.
Access Criteria	➢ Clients who are >18 years old. ➢ Clients who have moderate to severe substance misuse problems (Typically alcohol and opioid dependent). ➢ Clients who have multiple drug dependence ➢ Working with clients who have complex substance misuse dependence ➢ Dual diagnosis, i.e. substance misuse and severe/enduring mental illness. ➢ High-risk patterns of substance misuse and/or method of administration. ➢ Polysubstance misuse with increased risk and/or requiring complex prescribing for stabilisation or inpatient admission for stabilisation or detox. ➢ Complex (moderate to severe) benzodiazepine dependence. ➢ Complex (moderate to severe) hypnotic drug dependence). ➢ There is a diagnosis of a blood borne virus or severe physical illness where a Tier 3 alcohol or drug service intervention may reduce or prevent further physical or mental health harm. ➢ Pregnant clients with alcohol and or opioid dependence, or who have other complex substance misuse dependence/problems. This includes patients who are 6 months post-partum. ➢ Clients under Drug Rehabilitation Requirements (DRR). ➢ Clients discharged from prison requiring opioid substitute prescribing. ➢ Clients with substance misuse dependence where there are Child Protection issues ➢ The child is currently involved or at high risk of imminent involvement with Children and Families teams due to Child Protection issues, ➢ Children that are currently being “looked after” where there is a plan for them to return to drug-using parent(s). ➢ Assessing and referring clients for inpatient detoxes from alcohol and opioid detox or stabilisation ➢ Assessing and referring clients for residential rehabilitation ➢ Clients who are harmful alcohol users or who use other illicit drugs (i.e. cannabis or crack cocaine) are signposted to other agencies: ➢ REACH (Richmond Enhancing Access to Community Healthcare). ➢ KCA (Kent Counselling Association). ➢ DAIS (Drug Alcohol, Intervention and Support). ➢ Young people’s drug and alcohol team. ➢ ASCA (Addiction Support and Care Agency). ➢ The Criminal Justice System (if necessary). ➢ Referring to mental health services if there is evidence of mental illness, and there is no evidence of a substance misuse dependence or problem ➢ Joint working with mental health teams when there is diagnosis of mental illness and drug dependence (typically these are clients with alcohol and/or opioid dependence or who have complex substance misuse dependence/problems). ➢ Clients who are >65 years will continue to receive RCDAT services until such a time as their needs are assessed as having changed due to their age and adult services are less able to meet their needs. Transition of care to services for older people will

	then be planned.
Referrals	➢ GPs. ➢ Mental Health Services. ➢ Hospitals ➢ Non statutory services ➢ Social Services, including Child and Family Social Services. ➢ The Criminal Justice System. ➢ Clients can self-refer.
Operational Policy	➢ The Models of Care National Service framework Department of Health guidance (NTA 2006). ➢ The Drug Misuse and Dependence UK Guidelines on Clinical Management 2007. ➢ Relevant NICE guidance ➢ http://insite.xswlstg-tr.nhs.uk/KnowledgeBase/Lists/Policies/EIS%20Operational%20Policy.pdf

Merton Crisis & Home Treatment Team (C&HTT) 24 hrs service Location: Springfield Hospital	
Summary	**Interventions:** ➢ Rapid assessment of needs, mental state, mood and risks both at A & E department and community and determine suitability for home treatment intervention or inpatient acute admission. Response time to A & E usually within one hour. ➢ Provide crisis intervention based on clinical and safety need of patient via daily or twice daily visit at home environment. Crisis intervention includes administration of medication, monitoring efficacy and or side effect and risk as well as psychosocial intervention as necessary 24 hours daily. ➢ Undertake face to face assessment for all requests for admission to acute inpatient bed from all sources e.g. Merton Assessment Team, Recovery & Support Teams, St. Helier Hospital, Kingston Hospital, St Georges Hospital, police and other emergency services. ➢ Where hospitalisation is required, established the purpose of admission and facilitates admission by allocating a bed, thereby ensuring face to face gate keeping to all admissions. ➢ Facilitate early discharge, particularly through discharge coordinator working closely with inpatient services to ensure patients are discharged within the earliest possible time. ➢ Initiate Clozapine in the community thereby reducing the pressure on inpatient bed acute bed. ➢ Ensure joint discharge meeting with RSTs thereby ensuring clarity of role. ➢ To work in an integrated manner with Merton AMHP service to offer least restrictive option where feasible.
Access Criteria	C&HTT works with Adults (18 and above) with severe mental illness

	(e.g. Schizophrenia, Manic Depressive Disorder, Severe Depressive Disorder) in acute psychiatric crisis with such severity that without the involvement of the CR/HTT, hospitalisation would be necessary (**Department of Health CR&HTT Implementation Guideline**, **NIMHE 2004).**
Referrals	Merton C&HTT receives referrals made by the Merton assessment Team; R&STs; Complex Needs Service: Early Intervention Service; A & E Liaison Services, GP Surgery (Out of office hours); EDT, Sec.136 suite; London Ambulance Services, Self-referral via the Crisis Line, and from other home treatment teams.
Operational Policy	Available on request from the Operational Manager

Merton Older Person's Community Mental Health Team **Location: Springfield Hospital**	
Summary	Merton Older Person's Community Mental Health Team (CMHT), provides assessment, treatment, recovery and support for Merton residents over 75 who are experiencing mental health needs, including dementia. The over 75 is an 'indicative' threshold, and the service will also treat people with an early onset of dementia below the age of 75. The service will be provided on an outpatient or domiciliary basis by the most appropriate member of the team and offer short term focused interventions to those with severe mental illness on an individual or group basis and long term care co-ordination. The service will also gate keep admissions into inpatient services, and work closely with the inpatient service with regard to discharge planning. The teams will work with other agencies, both statutory and non-statutory where required.
Access Criteria	People over 75 with mental health conditions including dementia, or people with early onset dementia, that cannot be managed in primary care or mainstream services.
Referrals	Referrals from a wide range of services including GPs, social services, nursing/care homes, Acute Hospitals, non-statutory agencies and emergency services.
Operational Policy	Available on request from the Operational Manager

Merton Placement Review Team **Location: Springfield Hospital**	
Summary	The Merton Placement Review Team works to manage the commissioning budget and will thus work closely with RSTs in order to best meet identified and eligible need in a manner that best promotes choice and recovery, and within available resources. In addition to this, an identified Placement Officer will manage a caseload of complex and high cost placements
Access Criteria	All people with FACS eligible needs from a mental health condition.
Referrals	Referrals are potentially from all mental health services following

	assessment/review of social care needs.
Operational Policy	Available on request from the Operational Manager

APPROVED MENTAL HEALTH PROFESSIONALS (AMHP)

The Council is responsible for ensuring that sufficient Approved Mental Health Professionals (AMHPs) are available in the Borough to carry out their roles under the Mental Health Act 1983. The Council is responsible for approving individual AMHPs. This responsibility cannot be delegated to an NHS organisation through section 75 Partnership arrangements.

Although AMHPs carry out statutory functions under the Act on behalf of the Council, this does not mean that the AMHP has to be employed by the Council who approved them or on whose behalf they are acting. Under this agreement, the Council is entering into an arrangement with the Trust, whereby the Trust may employ an AMHP in their substantive role, but the Council will retain the ultimate legal responsibility for the service. The Trust will release staff for their AMHP duties and for initial and refresher AMHP training. The Trust will work in Partnership with the Council to enable sufficient AMHPs to be available from the integrated health and social care services managed under this agreement.

AMHPs are professional staff with a registered qualification (either Social Workers, Community Mental Health Nurses, Occupational Therapists or Chartered Psychologists) specifically approved and appointed under Section 114 of the Mental Health Act 1983 by a local Social Services authority '*for the purpose of discharging the functions conferred upon them by this Act'*. Among these, one of the most important is to carry out assessments under the Act and to function as applicant in cases where compulsory admission is deemed necessary. Before being appointed, AMHPs must undertake post-qualifying training accredited by the Health and Care Professions Council.

There is a rota arrangement for the deployment of AMHPs between weekday working hours.

AMHPs are released from their substantive community team roles while they undertake AMHP duties.

There are currently 8 Warranted AMHPs in Merton.

As recommended by the advice note issued by the Association of Directors of Adult Social Services (ADASS) in July 2008, the Council will enter into contractual arrangements with all trust employed AMHPs setting out the Councils responsibility for their practice. The Council will remain responsible for:

- Ensuring that all AMHPs have access to professional supervision and support in their role as AMHPs
- Providing a minimum of 18 hours of refresher training, relevant to the AMHP role each year – as determined by the local authority

- the health and safety of AMHPs whilst they are undertaking assessments on their behalf
- professional competence of those working in their role as AMHP, and for removing or suspending their warrant as necessary
- Legal indemnity whilst undertaking the AMHP role
- Access to legal advice whilst carrying out AMHP duties

AMHP Legal Support

Legal advice will be provided by the Merton and Richmond Shared Legal Services. Under this agreement, the Trust will work in Partnership with the Council to ensure a sufficient quantity of AMHPs by enabling its staff to be released for AMHP training and deployment on the AMHP rota, maintained by the Council.

AMHP Supervision

The following supervision and support arrangements will be in place, including access to senior support from within the Council, where issues related to conflicts of interest arise:

1. The Council's Director, Community and Housing Services, will ensure that AMHPs have access to independent advice and support and to act as the senior responsible officer for the AMHP service within the Council.

2. The Associate Director of Social Work in Mental Health, employed by the Borough, will act as 'champion' to highlight any problems identified by AMHPs, and to protect the role's independence where the source of the problem may be within the substantive employer's control.

Information on AMHP activity will be reported to the JMG regularly as a part of its Performance Reporting Framework as attached at Schedule 6.

WIDER SERVICES ACCESSED BY THE INTEGRATED TEAMS

Services not subject to the Integration Arrangements, but which can be accessed by the Integrated Teams include:

- Adult Inpatient Service – inpatient services for working age adults, based on Jupiter Ward but other wards accessed as required.

- Older Adult Inpatient Service – inpatient services for older adults, based on Crocus Ward but other wards accessed as required.

- Psychiatric Intensive Care Unit – short term intensive care for those patients who are very acutely ill.

- Challenging Behaviour Team – provide treatment support and advice to care homes in managing older people with dementia manifesting in challenging behaviour.

- Liaison Psychiatry Services **–** A&E assessment and input into acute wards at St. George's, St. Helier and Kingston Hospitals.

- Complex Needs Team – providing structured treatments for people with complex personality disorder.

- Service User Network – open access group based support and treatment for people with personality disorder.

- Sutton and Merton Improving Access to Psychological Therapies – psychological treatments for people with anxiety and depression.

- SWLSTG Specialist Services e.g. Forensic, Eating Disorders, OCD, Deaf

- Housing/accommodation – General Needs Housing, Housing Needs Team, including Floating Support, Homeless Persons Unit, Registered Providers for Supported Living, Shared Lives, Health Continuing Care

- Safeguarding adults – Safeguarding adults team, Complex Needs team (virtual)

- Financial assessments – Financial assessments team, Finances services

- Commissioning/contracts – Brokerage

- Children's Services **–** Child protection CIN. LAC, Supporting Families

COMMISSIONED SOCIAL CARE SERVICES

The Trust will be responsible for putting in place access to social care services in order to meet the assessed eligible needs of service users assessed by the integrated staff teams described in this agreement.

Additionally the Council will commission a range of social care services directly and make these contracts available for access by the Trust managed integrated staff teams.

At Commencement these services are as follows:

- A range of services commissioned from the voluntary sector including Carer Support, Home Maintenance, Advocacy and Community Advice Services
- Services available to all customers in Access and Assessment for example Community OT, MILES, services to support self-directed support, Safeguarding, Housing Needs and Supporting People,

The Council will retain responsibility for strategic commissioning which will include population needs analysis, service development, contracting, procurement, brokerage and quality assurance.

TRUST ARRANGED SERVICES FROM THE NON POOLED FUND

The Trust will be responsible for micro-commissioning, namely, making arrangements for service users to meet their assessed eligible care and support needs from those services contracted directly by the Council from time to time and from additional Health Related social care services to be arranged by the Trust through its use of the Non Pooled Budget as delegated by the Council to the Trust.

Access to all of the Health Related Social Care services is to be determined by the Council's eligibility criteria, currently set at Critical and Substantial Needs.

Arrangements for management of the Non Pooled Budget for commissioning of Health Related social care services by the Trust are set out in more detail in Schedule 5.

SCHEDULE 4

PERSONNEL, MANAGEMENT, STRUCTURE AND SERVICE GOVERNANCE
DRAFT

1.1 Table 1 shows the total numbers of staff of the Council to be managed by the Trust as at 31 December 2013.

Table 1

Current Employer	Permanent Establishment (incl. vacancies)	Vacancies	Headcount (excl. vacancies)
The Council	41.15	7.40FTE	33.75

1.2 Table 2 shows staff in post by job group of the Council to be managed by the Trust as at 31 December 2013.

Table 2

Job Group	Establishment (incl. vacancies)	Vacancies	Headcount (excl. vacancies) at 31 October 2013)
Associate Director of Social Work (MGB)	1	0	1
Manager (PO5)	3.25	1	2.25
Senior Practitioner (PO3)	5	2	3
Social Worker (main grade SO2-PO3)	13	3	10
Assistant Care Manager	1	0	1
Administrator (Scale 5)	5.40	1.40	4
Placement Review Officer	1	0	1
S and R Worker	7.50	0	7.50
Vocational Specialist	4	0	4
TOTALS	**41.15**	**7.40**	**33.75**

1.3 Table 3 shows the total numbers of Trust staff to be a part of the integrated service managed by the Trust as at 31 December 2013.

Table 3

Current Employer	Establishment (incl. vacancies)	Recharge to LBM	Trust Establishment minus recharges	Vacancies	Headcount (excl. vacancies)
The Trust	78.96	16.15	62.81	7.95	80

1.4 Table 4 shows the Trust staff in post by job group to be to be a part of the integrated service to be managed by the Trust as at 31 December 2013. Medical staff are not part of the integrated service agreement but will contribute to the function of teams.

Table 4

Job Group	(A) Establishment (incl. vacancies)	(B) Recharge to LBM	(C) Vacancies (Based on Column A)	(D) Headcount (excl. vacancies) at 31 December 2013. (Based on Column A)
Occupational Therapist (AHP) (Band 6/7)	5.50	0	2	5
Manager (Band 7/8b)	8.25	3.25	1	8
Psychologist (Band 7/8a)	4.50	0	0	6
Administrator (Band 4)	9.19	1.40	1.45	8
Employment Specialist (Band 5/7)	4.00	4.00	0	4
Recovery & Support Worker (Band 4)	16.50	7.50	0	16
Nursing (Band 6)	31.02	0	3.5	33
TOTAL	**78.96**	**16.15**	**7.95**	**80**
TOTAL (Excluding Medical & Recharges to LBM)	**62.81**			

1.5 Table 5 shows the total integrated service establishment by Team to be managed by the Trust as the integrated service.

Table 5

Team	The Trust (Establishment FTE)	Trust's Recharge to LBM	The Council (Permanent Establishment FTE)
Placement Review Team	1.25	1.25	1.25
Mitcham Recovery and Support Team	10.0	3.00	7.00
Wimbledon Recovery and Support Team	7.50	1.50	5.00
Merton EIS	7.00	2.00	3.00
Merton HTT	19.00	4.50	6.50
Merton OP CMHT	11.69	0.65	4.65
Merton Adult Assessment Team	3.0	0	2.00
Morden Recovery and Support Team	8.52	2.00	4.00
S&M Management Overheads	1.0	0.25	4.25
Wilson Admin Team	4.50	1.00	0.00

Drug and Alcohol Team	5.50	0	2.00
Hospital Discharge Team	0.00	0.00	1.00
Bradshaw Close	0.00	0.00	0.50
TOTAL	**78.96**	**16.15**	**41.15**
TOTAL FTE (excluding Medical & Recharges to LBM	**62.81**		**41.15**

1.6 Table 6 shows the total integrated service establishment to be managed by the Trust as the integrated service.

Table 6 - Summary FTE

Service Area	The Trust (Establishment FTE) excluding Medical & LBM recharges	Recharges to LBM	The Council (Permanent Establishment FTE)
Adult Mental Health	78.96	16.15	41.15FTE
Total	**62.81**	**16.15**	**41.15FTE**

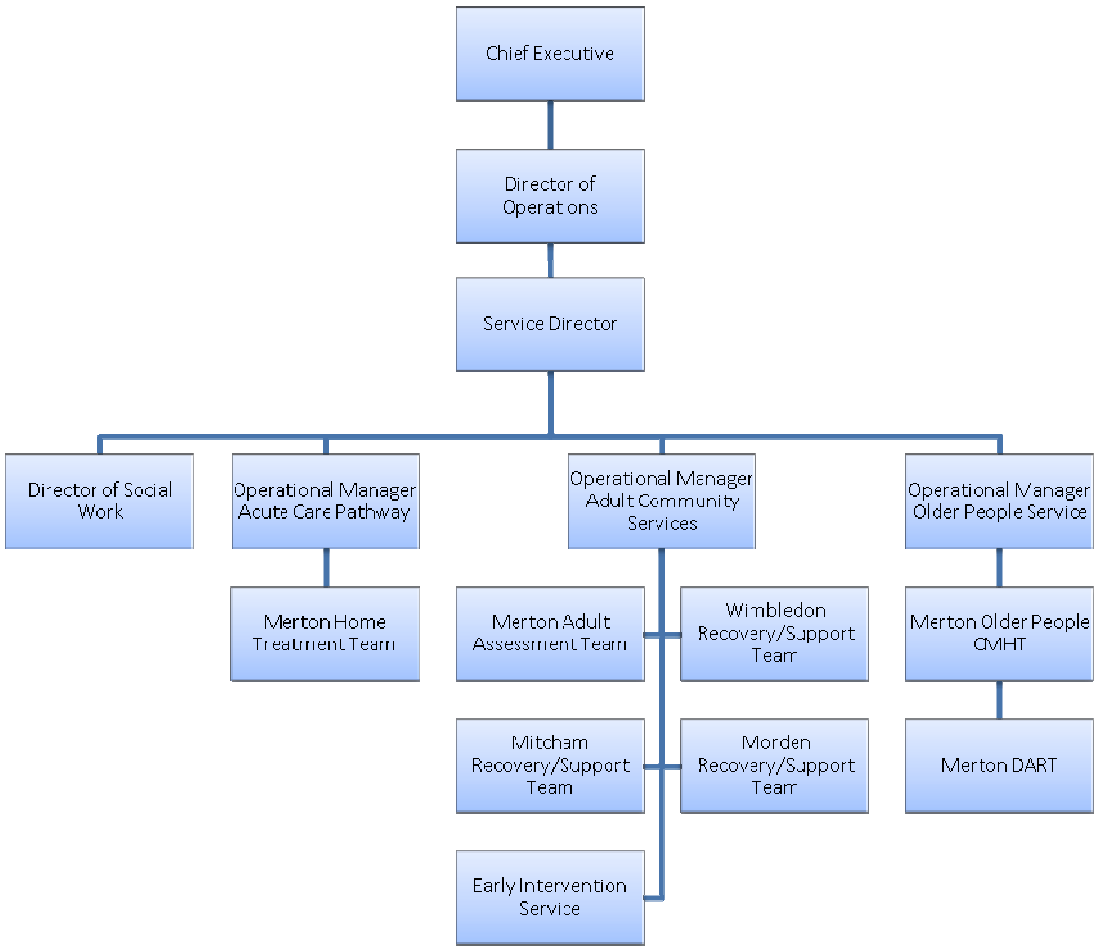
2. Staff Details

2.1 A database exists which lists all of the Council staff for the Trust to manage and direct as a part of the Pooled Fund, this database is agreed to be a full listing of the Council Staff and is held and updated by the HR Department of the Council

2.2 A database exists which lists all of the Trust staff for it to manage and direct as a part of the integrated service, this database is held and updated by the HR Department of the Trust

Both the Council and the Trust agree to protect any personal data held on seconded staff in accordance with the Data Protection Act 1998.

3. Structure of the Integrated Service within the Trust Structure and Management



4. Staff Arrangement

The arrangement between the partners involving staff is outlined in the Agreement. This schedule clarifies what posts are involved, the structure of the services, how staff are employed/seconded and managed, how they are professionally supported, and how service governance operates. Arrangements for supervision will have clearly defined individual partner accountability frameworks which support transparent, accountable and timely decision-making.

All staff within the integrated services will be managed on a day-to-day basis in accordance with the line management structure. Within a service, an employee of either organisation may provide formal line management.

Line managers within the service may act for either organisation in administering HR policies and procedures, including the formal stages of any procedure, in consultation with the relevant HR staff.

Managers will undertake supervision of staff and hold them accountable for their actions.

All staff will be expected to comply with all reasonable instructions and directions given to them by managers of either organisation within the integrated provider scheme. There will be agreed arrangements for professional accountability and supervision. Staff from both organisations must ensure that they undertake appropriate training in relevant policies and procedures around people management.

Managers from both organisations will be involved in a joint process of assessing performance for progression between grades in relation to link graded posts where this applies.

Managers need to be aware of and familiar with the people management policies and procedures of both organisations, including acting upon advice from HR Advisors, Occupational Health and other specialist advisers from the employing organisation. Managers must make sure that all management actions, including management of absence, disciplinary action or terminations, are carried out in line with the employing organisation's policies and procedures and in accordance with this protocol.

The identification of training needs will be the responsibility of the line managers within the integrated services, working with colleagues in the two Training and Development departments where appropriate. Training programmes are available to all staff from any partner.

All staff within the integrated services will be expected to have personal development plans. The processes for agreeing personal development plans will be considered alongside consideration of the supervision processes and the appropriate appraisal scheme which fits in with the business plan of the service.

Where there is an identified need within an integrated team the two organisations will jointly decide how best to meet the need.

5. Service Governance

There will be a robust system of governance and delegation in order to ensure effective and accountable management of the available resources and for future planning of services. This includes reviewing and monitoring the Agreement by the JMG, ensuring strategic planning and risk management and that the aims and objectives of the Partnership arrangements are being met.

6. Framework of Policies & Procedures for Council Staff Covered by the Secondment Agreement with the Trust

Contracts	• All Council employees remain on their substantive contracts with the Council but will sign a secondment agreement outlining arrangements during the period of the secondment.
Personal Files	• Will be retained by the Council's HR Team although data will be provided to the Trust as agreed.
Pension Arrangements	• Staff will remain within their current pension scheme.
Consultation	• Undertaken through existing processes in the partner organisations. Joint consultation will be undertaken where appropriate.
Pay & Allowances	• Paid through systems and policies currently in place in the

	Council.
Job Evaluation	• Undertaken by the Council.
Recruitment & Selection	• The responsibility for recruitment to vacancies within the staff seconded to the Trust will remain with the Trust including ensuring the appropriate authorisations are obtained (ie council member approval where required)
Health & Safety	• Staff are required to work within the Trust's Health and Safety policies, procedures and codes of practice. • A duty of care is owed by employers and the partner organisations wherever staff are working.
Communication	• The Trust is responsible for communicating with staff and for ensuring joint communication when necessary. The Council is responsible for keeping its staff and the Trust up to date with relevant information.
Performance Management	• Day to day supervision will continue to be undertaken in accordance with the line management structure. Staff from both organisations must ensure they undertake appropriate training in relevant policies and procedures around people management. • Managers from both organisations will be involved in a joint process of assessing performance for annual performance related pay. No PRP – but need to think about assessment for grade progression where link grades exist – ie SW
Induction	• Joint induction programme. The Trust is responsible for induction taking place. All staff will have to attend induction programmes held by the Trust and Council staff must also undertake the Council's corporate induction programme.
Code of Conduct for employees	• All staff will follow the Council's Code of Conduct.
Employees Disciplinary Code	• The Council's policies and procedures will apply.
Harassment at Work Policy	• The Council's policies and procedures will apply.
Grievance Procedure	• The Council's policies and procedures will apply.
Whistle blowing policy and Procedure	• The Council's policies and procedures will apply.
Sickness Absence	• The Council's policies and procedures will apply.
Procedure for dealing with cases of unsatisfactory performance	• The Council's policies and procedures will apply.
Probationary procedure	• The Council's policies and procedures will apply.
Leave (Annual and Special Leave)	• The Council's policies and procedures will apply

Job Descriptions	• All employees can expect to have an up to date job description issued by the Council. • Any significant changes to the job description will be consulted on under the Councils procedures and in liaison with the Trust
Equal Opportunities	• Staff will be required to work under the terms of the Trust's equality policy (with reference to that of the Council). • In cases of non-compliance assessment and consideration will be given to appropriate application of the disciplinary procedure.
Training & Development	• Continuing professional development needs will be identified through supervision and appraisal processes. Council staff will continue to have access to any relevant training provided by the Council.
Standards Policies and Procedures	• Social Care Services will be delivered in conformity with the standards, policies and procedures of the Council and any requirements of the Health Care and Professions Council. Other aspects of service to be delivered in conformity with Trust standards, procedures and policy.
Statutory functions under the Mental Health Act, 1983.	• AMHP duties will continue to be undertaken as employees of the Council, acting in the independent role of the AMHP. Operational management of this work will not be delegated to the Trust but will remain the direct responsibility of the Council.
Health & Care Professions Council	• All practicing qualified social workers must be register with the HCPC and are required to adhere to the HCPC's standards of conduct, performance and ethics.

6.1 Protocol for Applying Council Policies during the Secondment Period

In relation to a non-contractual policy, at any point where reference is made to "the Manager", this may equally apply to a Trust manager or the Council manager of similar seniority.

Where it is likely that a health manager will be involved in a contractual policy, then this must be discussed with and approved by the Councils Professional Social Work Lead and/or the relevant Assistant Director who will decide if it is appropriate. Advice on the application of Council contractual policies will be provided by the Council's HR service.

If the application of the Council's contractual policy may result in the termination of employment of the seconded member of staff, this decision will be the responsibility of the Council.

7. Secondment Agreement between the Partners and Secondment Letter (attached)

SECONDMENT AGREEMENT

Definitions:

Management Issues: all those matters under a contract of employment requiring action, investigation and/or decisions by the Council including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the contract of employment; periods of annual, sick or other leave; absence of a secondee for any other reason; any complaint about a secondee (whether or not that would be dealt with under the Council's disciplinary procedure) and any complaint or grievance raised by a secondee (whether or not that would be dealt with under the Council's grievance procedure).

Confidential Information: information relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors, shareholders or management, including in particular (by way of illustration only and without limitation)

All other definitions herein detailed shall be as defined in the Section 75 Agreement.

Introduction

1.1 This Secondment Agreement forms part of the overall Section 75 Partnership Agreement between South West London and St George's Mental Health NHS Trust, "the Trust" and The London Borough of Merton "the Council".

1.2 This Secondment Agreement provides guidance to enable the effective secondment of staff from the Council to the Trust, in order to fully implement the single management arrangements within Merton and will be subject to annual review.

1.3 The arrangements here are intended to apply to all Adult Social Services staff affected by the single management partnership arrangements, including administrative and support staff and others where it is agreed as appropriate.

1.4 All seconded staff will receive an individual letter setting out the terms of the secondment agreement as attached.

1.5 The Council shall second the secondees to the Trust on an exclusive and full-time basis for the Secondment Period to provide the Services in accordance with the terms of this agreement and the provisions of the Section 75 Agreement.

1.6 The period of the secondment with the Trust, under this agreement, will commence on April 1st 2014 and will terminate with the ending of the Section 75 Agreement or the termination of the individual's contract, whichever is sooner ('Secondment Period').

2. **Accountability**

2.1 All seconded staff will work within the Trust teams to which they have been allocated. They will be accountable on a day to day basis to the appropriate line manager within the Trust. This will be for the purposes of:

- Performance management
- Caseload/work allocation
- Day to day management, e.g. supervision, annual leave arrangements, return to work interviews following sickness etc.

2.2 Professional accountability for qualified social workers will be to the Associate Director for Social Work for Mental Health Services, holding a social work qualification. They will act as professional supervisor and will support and advise on professional issues, and will support the Trust's line manager and member of staff in the performance management process.

2.3 The Council shall continue to deal with any Management Issues concerning a secondee during the Secondment Period, where relevant following consultation with the Trust.

2.4 The Trust shall use its reasonable endeavours to provide any information, documentation, access to its premises and employees and assistance (including but not limited to giving witness evidence) to the Council to deal with any Management Issues concerning a secondee whether under the Council's internal procedures or before any court of tribunal.

2.5 The Trust shall have day-to-day control of a secondee's activities but as soon as reasonably practicable shall refer any Management Issues concerning the Secondee that come to its attention to the Council.

2.6 Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Secondment Period relating to the Secondee or their employment.

3. **Progression, Development and Training**

3.1 Performance appraisals will be carried out by the line manager in the Trust following the Council's format and policies but in the case of those secondees holding a professional qualification, there will be input from the professional supervisor (see paragraph 2.2). The Trust will be expected to operate the Council's Social work progression arrangements within the framework of the Council's performance appraisal system. .

3.2 The responsibility for identifying training needs will be with the line manager in the Trust. The training needs of seconded staff will be identified and assessed through the Trust and a joint training plan will be drawn up accordingly and shared with the Council's Adults Workforce Development team to ensure identified training needs are met.

3.3 Seconded staff will be able to access any internal training activities run within the Council's Adult Social Services Department and attend all mandatory training including FACS and AMHPs training. Over time, all training and development needs will be co-ordinated through a multi-agency mental health workforce training and development plan.

4. **Terms and Conditions**

4.1 The secondee's contract of employment continues with the Council. If the secondment comes to an end because the Agreement comes to an end then seconded staff will return to a post managed by the Council.

4.2 The employee's 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.

4.3 The Trust shall not, and shall not require a secondee to do anything that shall, breach the secondee's contract of employment and shall have no authority to vary the terms of such a contract or make any representations to a secondee in relation to the terms of the same.

4.4 The Trust shall provide the Council with such information and assistance as it may reasonably require to carry out its obligations as the secondee's employer.

4.5 Any change in the contract of employment of a secondee during the Secondment Period shall be notified to the Trust.

4.6 All documents, manuals, hardware and software provided for the secondee's use by the Trust, and any data or documents (including copies) produced, maintained or stored on the Trust's computer systems or other electronic equipment (including mobile phones), remain the property of the Trust.

4.3 Payroll for seconded staff will remain the responsibility of the Council. Individual queries from secondees regarding their terms and conditions should be directed to the Council Payroll or HR Service.

5. **Workforce Information**

5.1 The Trust will collect and keep information concerning vacancies, retention and absence for seconded staff. It is recognised that the Trust will require data concerning seconded staff in order to support the planning and delivery of services, and this will be provided by the Council as required.

5.2 Both the Council and the Trust agree to protect any personal data held on seconded staff in accordance with the Data Protection Act 1998.

6. **Replacement of seconded staff**

6.1 Replacement of individual secondees after 1 April 2014 will be a joint process coordinated by the Trust with representatives from both the Trust and the Council on the appointment panel. The Council's recruitment procedures will be followed by the Trust.

6.2 Secondment arrangements for the new appointee will be as set out in this document and the contracts of employment will be with the Council.

7. **Health and Safety**

The Trust's Health and Safety policies and procedures will apply to all seconded staff and the Trust shall ensure that all seconded employees receive a full induction into these policies

8. **Data Protection & Confidentiality**

8.1 The Council confirms that the secondees have consented to the Trust processing data relating to the secondees for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to them.

8.2 The Council shall:

8.2.1 keep any Confidential Information relating to the Trust that it obtains as a result of a secondment;

8.2.2 not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Trust;

8.2.3 ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and

8.2.4 inform the Trust immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

8.3 The Trust shall:

8.3.1 keep any Confidential Information relating to the Council that it obtains as a result of a secondment;

8.3.2 not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Council;

8.3.3 use its best endeavours to ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so; and

8.3.4 inform the Council immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

9. Variation and Waiver

No modification, variation or amendment to this agreement shall be effective unless such modification, variation or amendment is in writing and has been signed by or on behalf of both parties.

10. Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. No person other than the Council and the Trust shall have any rights under it and it shall not be enforceable by any person other than the Council and the Trust.

11. Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

LOGO.

Adult and Community Services

Service / contact details ?
HR shared service

Date

Employee name
Employee address
Address
Address
Postcode

Dear ……

SECONDMENT TO SOUTH WEST LONDON AND ST GEORGES MENTAL HEALTH TRUST

We are writing to confirm the arrangements that have been agreed between us in connection with your secondment to South West London and St Georges Mental Health Trust (the Trust).

The London Borough of Merton and South West London and St Georges Mental Health Trust (the Trust) have entered into a partnership arrangement to maximise the effectiveness and efficiency of mental health service provision and ultimately to provide integrated health and social care. The arrangement is set out in a formal section 75 Agreement, in which it is confirmed that staff working in Mental Health related services for the Council will be seconded to the Trust to create a single management of Health and Social Care Staff.

This letter sets out the formal arrangements for your secondment from The London Borough of Merton (LBM), Adult and Community Services Department to South West London and St Georges Mental Health NHS Trust (the Trust). Please also refer to the attached Appendix 1 which is the Secondment Agreement between the Parties.

1. Post Details

You are seconded to the post of Social Worker in the […… Team] based at [……] and your duties will be as described in your job description/job profile. You shall remain employed by the LBM during the secondment and your current terms of employment shall remain unchanged, except as set out in this letter. In particular, your period of continuous service shall remain unbroken. At the end of the secondment, the LBM currently intends that you will return to your current position on the terms applying before the secondment, or a suitable alternative if that role no longer exists. However, this may change according to the needs of the business at that time.

2. Duration of the Secondment

The secondment arrangements for your post have been reviewed and will take effect from 1 April; 2014 and will remain in force for the duration of the Section 75 Partnership Agreement or as long as you have a contract of employment with LBM (the termination provisions within your current contract of employment shall apply). If the secondment comes to an end because the Partnership Agreement comes to an end then you will return to a post managed by LBM, as stated above. These arrangements between LBM and the Trust will be subject to periodic review.

3. Employment Status /management arrangements

3.1 As detailed above you will remain as an employee of the LBM and will be subject your current terms and conditions of employment, and the LBM's Codes of Practice, rules and regulations and any legislation applicable to LBM as a local authority. For the avoidance of any doubt nothing in this letter will be construed to have effect as forming or recording any relationship of employer and employee between you and the Trust.

3.2 You will be accountable on a day to day basis to your line manager (who may be either a Council or a Trust employee) who will also manage and direct your working arrangements, allocate work, agree annual leave, identify training needs, take any action required under the Council's staffing policies and procedures.

3.3 Notification of sickness absence should be made to your line manager in the first instance, who will ensure that any sickness absence is correctly reported and relevant forms completed and forwarded to the LBM HR Service for recording and sick pay purposes.

3.4 If you are absent from work at any time, notify both the Trust and LBM as soon as possible on the first day of absence.

3.5 In the event of an issue being raised under the Council's disciplinary, performance, absence management or grievance procedures, the matter will be handled through the line management of the Trust and, where appropriate and/or as required, in consultation with the LBM professional lead, with support and advice from LBM's HR Section. In most cases, the appointed Investigating Officer will be a Trust line manager however the LBM will have responsibility for decisions potentially resulting in a dismissal. Therefore, in these circumstances the Senior Manager hearing the case will be an employee of LBM, who has been authorised with the required delegated authority to dismiss from an LBM Director. The relevant Trust manager(s) and the Trust's HR Managers will be regularly informed of progress and the outcome of the hearing as appropriate.

3.6 While working under the terms of your secondment, you shall devote the whole of your time attention and skill to your duties and faithfully and diligently perform duties and exercise such powers as may from time to time be reasonably assigned to or vested in you by the Trust. You shall obey all lawful directions given to you by your line manager and the Trust.

3.7 If you are a recognised Trade Union steward your time off arrangements will be in accordance with the LBM agreement with the Unions.

3.8 You will be required to work at any of the Trust's premises as directed.

4. Pay Arrangements

4.1 Your salary will be paid by the LBM. The LBM's Payroll Section will make appropriate deductions in respect of PAYE, National Insurance contributions and superannuation contributions as appropriate.

4.2 You will receive the NJC annual pay award (when applicable) for the duration of the secondment.

4.3 Progression through the social work grade (applicable to social worker posts only) will be subject to the LBM's progression arrangements and criteria set out in the job profile. Assessment will be made by your line manager with input from your professional supervisor/ the professional lead of social work as appropriate, linking with the professional competencies framework and the LBM's performance appraisal scheme.

5. Appraisal and Training

5.1 Performance appraisals will be carried out following the LBM's format and policies.

5.2 You will have access to relevant training courses arranged by the LBM and will additionally be able to access any internal training activities run within the Trust. Nomination for courses will be by agreement with your line manager. Advice on professional development will be provided by the professional supervisor or the professional head of social work as appropriate.

6. Health and Safety / other policies

6.1 During your secondment the Trust's health and safety policies and procedures will apply to you. Arrangements will be made by the Trust to issue you with guidance and induct you into their procedures. In the event of an accident, assault, occupational disease or near miss you should report the incident to your line manager immediately and complete the Trust's Accident/Incident Report Form (WNS 002) which you should submit to your manager. However, a copy of the form (WNS 002) must be sent to Merton Council's Lead Health & Safety Adviser.

6.2 Other policies will be applied as appropriate see attached appendix [X] .

7. Confidentiality

7.1 Your contract currently requires you to keep the LBM's confidential information confidential. This is particularly important while you are on secondment to the Trust. All confidential records, documents and other papers together with any copies or extracts thereof, made or acquired by you in the course of your secondment shall be the property of the Trust, and must be returned to the Trust on the termination of your secondment.

7.2 During your secondment you may come across confidential information about the Trust. Accordingly, you agree not to disclose to a third party or make use of confidential information about matters connected with the Trust, (or related to a subsidiary, supplier, customer or client of the Trust), including without limitation information about patients, medical, scientific or technical processes, inventions, research activities, designs, business affairs, finances, employees or officers. Any breach of confidentiality will render you liable to disciplinary action and/ or to civil proceedings.

8. Data Protection

8.1 You consent to the LBM providing relevant information about you to the Trust in connection with the secondment [and, in particular, to it providing [DETAILS OF ANY SENSITIVE PERSONAL DATA] to the Trust to enable it to [DETAILS]].

9. Summary of Policies and Procedures

See attached Appendix

If you have any questions about any of the above or enclosed documentation, please contact the HR Shared Service for Merton Council;

Yours sincerely

SIGNATURE

FORM OF ACCEPTANCE

Two copies of this letter are enclosed. Please read the letter and the attachments included, and then sign both copies. **One copy is for your retention and the other should be returned to** Human Resources at the London Borough of Merton.

I have read and understood the above and confirm my agreement to secondment to the South West London and St Georges NHS Trust on the terms set out. I understand that I will remain employed by the London Borough of Merton during my secondment.

Signed ……Name:……..Date:……

Yours sincerely

SIGNATURE

FORM OF ACCEPTANCE

Two copies of this letter are enclosed. Please read the letter and the attachments included, and then sign both copies. **One copy is for your retention and the other should be returned to** Human Resources at Merton Borough Council.

I have read and understood the above and confirm my agreement to secondment to the South West London and St Georges NHS Trust on the terms set out. I understand that I will remain employed by Merton Borough Council during my secondment.

Signed ……Name:……..Date:……

Appendix

POLICIES AND PROCEDURES AS THEY WILL BE APPLIED TO YOUR SECONDMENT

Contracts	All Council employees remain on their substantive contracts with the Council but will sign a secondment agreement outlining arrangements during the period of the secondment.
Personal Files	Will be retained by the Council's HR Team although data will be provided to the Trust where appropriate in accordance with any data protection principles that they may reasonably require in connection with your secondment
Pension Arrangements	Staff will remain within their current pension scheme.
Consultation	Undertaken through existing processes in the partner organisations. Joint consultation will be undertaken where appropriate.
Pay & Allowances	Paid through systems and policies currently in place in the Council.
Job Evaluation	Undertaken by the Council.
Recruitment & Selection	The responsibility for recruitment to vacancies of Council funded posts will remain with the Trust, however relevant authorisation must be obtained in accordance with the agreed recruitment protocol
Health & Safety	Staff are required to work within the Trust's health and safety policies, procedures and codes of practice. A duty of care is owed by employers and the partner organisations wherever staff are working.
Communication	The Trust is responsible for communicating with staff and for ensuring joint communication when necessary. The Council is responsible for keeping its staff and the Trust up to date with relevant information.
Performance Management	Day to day supervision will continue to be undertaken in accordance with the line management structure. Staff from both organisations must ensure they undertake appropriate training in relevant policies and procedures around people management.
Induction	Joint induction programme. The Trust is responsible for induction taking place. All staff will have to attend induction programmes held by the Trust and Council staff will also undertake the Council's corporate induction programme.
Code of Conduct for employees	All staff will follow the Council's Code of Conduct.
Employees Disciplinary Code	The Council's policies and procedures will apply.
Harassment at Work Policy	The Council's policies and procedures will apply.
Grievance Procedure	The Council's policies and procedures will apply.
Whistle blowing policy and Procedure	The Council's policies and procedures will apply.

Sickness Absence	The Council's policies and procedures will apply.
Procedure for dealing with cases of unsatisfactory performance	The Council's policies and procedures will apply.
Probationary procedure	The Council's policies and procedures will apply.
Leave (Annual and Special Leave)	The Council's policies and procedures will apply
Job Descriptions	All employees can expect to have an up to date job description/job profile issued by the Council. Any significant changes to the job description will be consulted on under the Councils procedures and in liaison with the Trust
Equal Opportunities	Staff will be required to work under the terms of the Trust's equality policy (with reference to that of the Council). In cases of non-compliance assessment and consideration will be given to appropriate application of the disciplinary procedure.
Training & Development	Continuing professional development needs will be identified through supervision and appraisal processes. Staff will continue to have access to relevant training provided by the Council.
Standards Policies and Procedures	Social Care Services will be delivered in conformity with the standards, policies and procedures of the Council and any requirements of the Health Care and Professions Council. Other aspects of service to be delivered in conformity with Trust standards, procedures and policy.
Statutory functions under the Mental Health Act, 1983.	AMHP duties will continue to be undertaken as employees of the Council, acting in the independent role of the AMHP.
Health & Care Professions Council	All practicing qualified social workers must be registered with the HCPC and are required to adhere to the HCPC's standards of conduct, performance and ethics.

SCHEDULE 5:
RESOURCES

INTRODUCTION

This Schedule provides details of the budgets, goods and services to be made available by the Parties and also outlines the principles governing budget setting and accounting for the use of resources.

FINANCIAL PROCEDURES FOR THE OPERATION OF THE AGREEMENT

The JMG will agree by 28th February each year financial procedures and arrangements for the operation of this agreement for the following financial year (1st April to following 31st March). This will act as a Revised Annual Finance Agreement, which sets out the budget. This is in accordance with clause 10 of the Agreement.

The proposed budget for the following financial year will be presented to the JMG no later than 31st January and the budget will be agreed by the JMG no later than 28th February. The budget as agreed by the JMG will take into account effects on other budgets and other financial flows of the Parties.

All figures shown in this schedule are full year effect.

POOLED BUDGET SOURCES OF FUNDING

The funding comes from:

- The Council
- The Trust

THE DETAILED BUDGETS ARE AS FOLLOWS:

- The Council contribution to Pooled Fund - detail: Annex A
- The Trust contribution to Pooled Fund - detail: Annex B
- Financial Governance Framework for the Non-Pooled Delegated Budget – Annex C
- Staff Recharges Between the Parties as at 31/12/13 – Annex D

FINANCIAL PLANNING AND BUDGET SETTING PROCESS

The Parties will prepare planning assumptions of inflation allowances for pay expenditure together with proposed budget variations in respect of:

- growth and demographic change;

- service enhancements or reductions;
- required efficiency / quality improvements;
- cost pressure funding; and
- National initiatives.

These will be considered in the context of the overall budgets of the Trust or the overall Council budget, as applicable, and shall be presented to the JMG no later than 31st January for the following financial year's budget.

POOLED FUNDS

The Pooled Fund Manager shall ensure that any matters relating to the Pooled funds that might have a material effect on expenditure are identified and reported to the JMG no later than 31st January for the following financial year's budget.

These matters, together with the planning assumptions and proposed budget variations referred to in above, are to be considered by the JMG in its approval by 28th February of the budget for the following financial year.

As part of the annual budget setting process, the Parties shall ensure that their managers provide advice as necessary.

FINANCIAL PERFORMANCE / RISK MANAGEMENT ARRANGEMENTS

The Trust is the host for the operation of this agreement and will appoint a Pooled Fund Manager with responsibility for the integrated management of the Pooled Fund and Non Pooled Fund subject to the governance arrangements set out in Schedule 6 to this Agreement.

The Pooled Fund is comprised of contributions from both of the Parties and forms a single fund. The Pooled Fund is to be used solely to achieve the aims and objectives set out in Schedule 1 to this agreement and the Annual Plan referred to at Clause 10 of the Agreement.

The Pooled Fund Manager shall report monthly to the JMG on the information specified at Appendix to Schedule 6.

The Parties agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.

The Pooled Fund Manager shall ensure that action is taken to manage any projected under or over spends from the budgets relating to the Pooled Fund or Non Pooled Fund reporting on the variances and the actions taken or proposed to the JMG.

If at any time during the financial year there is forecast a projected under or over spend within the Pooled Fund or Non pooled Fund , the Pooled Fund Manager will prepare an action plan to manage the under or over spend, for presentation to the JMG as quickly as possible. The JMG will consider the action plan, amend if appropriate and agree the actions to be taken.

The Pooled Budget Manager will provide monthly progress reports to the JMG on implementation of the action plan, until such time that the under or over spend has been dealt with to the satisfaction of the JMG.

PAYMENT MECHANISM

Invoicing between the Parties will happen monthly in arrears in accordance with invoices settled 30 days from the date of invoice.

RISK SHARING

Risk Sharing will be managed in accordance with Clauses 7 and 12 of the Agreement .

Any Performance Related Pay (PRP) or Recruitment and Retention payments will be borne by the Party that funds the post.

CONSTRUCTION OF BUDGET AND BASIS OF CONTRIBUTIONS

For the avoidance of doubt, any personal contributions payable by service users towards any Council services will continue to be collected by Council.

Each organisation will follow appropriate VAT rules that apply to their sector.

The Trust budgets do not take into account any changes needed for Payment by Results (PbR).

CONTRIBUTIONS

The budget amounts to be contributed by the Parties to the Pooled Fund and Non pooled Fund are as follows:

	Budget £000s
	(at 2013/14 price base)
Trust – Annex A	2,765
Council – Annex B	1,684
Total Pooled Fund	**4,449**

Council Contribution to Non Pooled Fund: £1,220,000 (at 2013/14 price base)

RESOURCES AVAILABLE OUTSIDE THE POOLED FUND

The Parties shall ensure access to the following resources outside the Pooled Fund as necessary for the purposes of this agreement:-

- Operations functions
    - Pooled Fund Manager

    - Management function
    - Reporting of KPIs via Performance Team

- IT functions
    - Access to IT and telephony

- Finance functions
    - Reporting
    - Forecasting
    - Invoicing

- Property functions
    - Maintenance of the property mentioned below in Accommodation Arrangements for Service

- Staff & HR Functions
    - Continuous employer support
    - Support for training and development

The Parties shall ensure access to the following systems as necessary for the purposes of this agreement:

- RiO - which will be the main system for maintaining patient/service users records
- Pulse
- My Dashboard
- Intranet (Council and Trust)
- Ulysses
- Care First
- Secure email systems

Accommodation Arrangements for Services

Premises

The Parties shall continue to provide or make available the premises that they provided or made available before the Commencement Date, with the same support services and facilities management.

The addresses of these premises are set out below:

For the Trust which provides the joint team bases:

- Springfield Hospital, 61 Glenburnie Road, SW17 7DJ

- The Wilson Hospital , 6 Cranmer Terrace, Mitcham London CR4 EIS”

Accommodation for the Approved Mental Health Professional (AMHP) service is the responsibility of the Trust. Administrative support associated with the operation of the AMHP service will be the responsibility of the Council.

Annex A: Trust Budget 2013/14

Budget FTEs	Merton Assessment Team	Wimbledon R&S Team	Mitcham R&S Team	Morden R&S Team	Merton OP CMHT	Merton Adult HTT	Merton EIS	Merton DART (Exc CDSSL)	Wilson Admin Group	Placement Review Team	Me M
Admin					2.29	2.00			3.50		
AHP	1.00		1.00	1.00	1.00		1.50				
Assistant Care Manager											
Employment Specialists											
Lead Social Worker											
Managers	1.00			1.00	0.75	0.50	0.50	0.50			
Nursing	1.00	2.50	3.00	2.52	5.00	10.00	2.00	5.00			
Psychology		1.00	1.00	1.00	1.00		0.50				
Snr Practitioners											
Social Worker AMHP											
Social Workers											
Support Workers		2.50	2.00	1.00	1.00	2.00	0.50				
Total FTE (exc Medical & Recharges to LBM)	**3.00**	**6.00**	**7.00**	**6.52**	**11.04**	**14.50**	**5.00**	**5.50**	**3.50**	**0.00**	
HR Schedule 4 - Total	3.00	7.50	10.00	8.52	11.69	19.00	7.00	5.50	4.50	1.25	
Less Recharges	0.00	-1.50	-3.00	-2.00	-0.65	-4.50	-2.00	0.00	-1.00	-1.25	
Revised Total	3.00	6.00	7.00	6.52	11.04	14.50	5.00	5.50	3.50	0.00	
Difference	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	

Budget £k	Merton Assessment Team	Wimbledon R&S Team	Mitcham R&S Team	Morden R&S Team	Merton OP CMHT	Merton Adult HTT	Merton EIS	Merton DART (Exc CDSSL)	Wilson Admin Group	Placement Review Team	Me M
Admin					71	57			108		
AHP	39		40	49	57		65				
Assistant Care Manager											
Employment Specialists											
Lead Social Worker											
Managers	54			54	42	28	27	28			
Nursing	38	121	141	117	245	499	93	199			
Psychology		62	63	51	63		28				
Snr Practitioners											
Social Worker AMHP											
Social Workers											
Support Workers		73	59	27	27	64	15				
Total Pay (exc Medical & Recharges to LBM)	**132**	**256**	**304**	**299**	**506**	**648**	**229**	**227**	**108**	**0**	
Trust Contribution	**132**	**256**	**304**	**299**	**506**	**648**	**229**	**227**	**108**	**0**	

Notes

Excludes Medical staff supporting the teams & team's non pay budgets.

Excludes 2013/14 in-year savings programmes still in progress and budget setting changes for 2014/15 which will reduce the Trust contribution.

All staffing budgets to be revised for 2014/15 pay awards, changes to pay allowances and point of scale reviews.

Posts commissioned by LBM from the Trust in the Merton DART service are included under the Trust Budget Schedule rather than the Local Authority Budget Schedule. Although these posts are c by LBM through the DART contract, these are not being treated as recharge posts.

Queries

(1) Posts in the Wilson Admin Group to be reviewed and transferred to teams as appropriate.

Annex B: Council Budget 2013/14

Budget FTEs	Merton Assessment Team	Wimbledon R&S Team	Mitcham R&S Team	Morden R&S Team	Merton OP CMHT	Merton Adult HTT	Merton EIS	Merton DART (Exc CDSSL)	Wilson Admin Group	Placement Review Team
Admin	1.00		1.00		0.40				1.00	
AHP										
Assistant Care Manager					1.00					
Employment Specialists		1.00	1.00	1.00			1.00			
Lead Social Worker										
Managers		1.00	1.00		0.25	0.50				1.25
Nursing										
Psychology										
Snr Practitioners		1.00				1.00		2.00		
Social Worker AMHP						1.00				
Social Workers	1.00	2.00	3.00	1.00	3.00	1.00	1.00			
Support Workers		0.50	1.00	1.00		4.00	1.00			
Waldemar Road										
Total FTE	**2.00**	**5.50**	**7.00**	**3.00**	**4.65**	**7.50**	**3.00**	**2.00**	**1.00**	**1.25**

Budget £k	Merton Assessment Team	Wimbledon R&S Team	Mitcham R&S Team	Morden R&S Team	Merton OP CMHT	Merton Adult HTT	Merton EIS	Merton DART (Exc CDSSL)	Wilson Admin Group	Placement Review Team
Admin	28		28		11				32	
AHP										
Assistant Care Manager					32					
Employment Specialists		53	39	35			39			
Lead Social Worker										
Managers		53	64		15	33				80
Nursing										
Psychology										
Snr Practitioners		49				48		88		
Social Worker AMHP						50				
Social Workers	42	76	113	32	130	44	36			
Support Workers		18	25	32		131	32			
Waldemar Road						12				
Total Pay	**70**	**249**	**269**	**99**	**188**	**317**	**107**	**88**	**32**	**80**
Local Authority Contribution	**70**	**249**	**269**	**99**	**188**	**317**	**107**	**88**	**32**	**80**

Notes

Excludes team's non pay budgets.

Excludes budget setting changes for 2014/15 which will change the Local Authority contribution.

All staffing budgets to be revised for 2014/15 pay awards, changes to pay allowances, point of scale review, etc.

Management: Agreed that the 0.50 fte Service Manager post be split 0.25 fte/0.25 fte across the Service Manager and Placement Review Team Manager posts.

E. Nutting, Placement Officer: Costs funded from under spends against the placement budget and therefore not included in the section 75 agreement.

D. McDowell, Placement Review Officer: This post is managed under Mitcham R&S Team in the Trust but reflected as part of the Placement Review Team in the Local Authority schedule (ab

Waldemar Road £12k is a lump sum of funding and therefore currently does not have an fte aligned with it.

Posts commissioned by LBM from the Trust in the Merton DART service are included under the Trust Budget Schedule rather than the Local Authority Budget Schedule. Although these posts by LBM through the DART contract, these are not being treated as recharge posts.

Annex C: Financial Governance Framework for the Non-Pooled Delegated Budget

Principles

This financial governance framework follows these key principles:

- The Section 75 agreement is a Partnership with the aim being that Parties work together to ensure benefits arise for all. It is designed to both strengthen the delivery of existing efficiency and effectiveness plans and to deliver additional bottom line benefit across mental health and social care;
- Transparency, equity, accountability and control;
- To ensure that Personal Budgets and individual packages of care are funded in line with the statutory framework so that the NHS is meeting the cost of healthcare (e.g. NHS continuing healthcare) and the Council is are meeting the cost of social care (e.g. cost of meeting assessed eligible social care needs);
- To ensure that the Trust maintains budgetary control over the social care commissioning budgets managed on behalf of the Council as a Non Pooled Fund;
- To ensure proper accountability and responsibility for financial assessment and income collections functions.

The financial governance framework includes details of the following:

- The responsibility and accountability of the Trust and the Council for the commissioned care service budgets and arrangements for care packages/Personal Budgets;
- The financial management arrangements, including Scheme of Delegation and definition of controllable and non-controllable budgets ;
- Financial planning arrangements;
- Financial reporting arrangements;
- Rules for sharing of costs, risks and benefits.

Responsibility and Accountability

The Trust will be responsible for:

- Assessing the eligible social care needs of service users and developing a Support Plan to meet those needs;
- Making a referral to the Council's Financial Assessment Team at the start of the needs assessment process;
- Providing information to service users about the Council's Contributions Policy;
- Identifying services to meet the assessed eligible care needs;
- Liaising with the Council's Brokerage Team about the care arrangements required;
- Reviewing the service user's needs to ensure these are being met by the care package/Personal Budget/residential care placement and to ensure that the services provide Value for Money;
- Recording of assessment, support plans and reviews on the Council's Framework-I system, as required;
- Highlighting any service quality issues or concerns about a care provider to the Council's QA team;
- Working with the Council's Financial Assessment and Debt Recovery Team to resolve issues relating to financial assessment and debt recovery;
- Managing and making decisions on the Non Pooled Fund on behalf of the Council, staying within the approved budget, providing a monthly year end forecast, recommending remedial action if an over spend is forecast and making the Council aware if assessed eligible social care needs cannot be met within the available budget;
- Requesting authorisation from the Council before making a decision to commit expenditure which exceeds the approved budget;

- Submitting an action plan for approval to the Council to address a forecast over spend on the budget if this exceeds the lesser of £100,000 or 2% of the approved budget.

The Council will be responsible for:

- carrying out a financial assessment visit, if required;
- completing a financial assessment and notifying the service user of their assessed contribution and recording the contribution on Framework-i;
- putting a Direct Debit Agreement in place to collect the contribution;
- responding to queries on the financial assessment calculation Contributions Policy;
- income collection and debt recovery action;
- providing a Brokerage Service to procure and contract for residential care placements and other care services under (council) managed Personal Budgets and recording that service on Framework-i ;
- issuing contracts to care providers agreed by the Trust;
- providing access to a Personalisation Support Service and a Pre-paid card to support service users choosing a Direct Payment;
- quality assurance and contract monitoring of care providers;
- providing monthly budget reporting of care purchasing commitments to the Trust;
- processing invoices from care providers for payment;
- negotiating annual price adjustments with care providers;
- authorising expenditure recommended by the Trust which cannot be met from within the approved Non Pooled Fund budget and agreeing action plans with the Trust to bring expenditure within approved budget limits.

Financial Management Arrangements

The delegated Non-Pooled Fund and Directly Contracted Council Funds will be separated into the following elements which will require different levels of financial control to apply:

- Non Pooled Fund Delegated to the Trust as a Commissioned Care Service Budget; and

- Directly Contracted Council Funds as Commissioned Care Service Budgets– not managed as budgets by the Trust.

The Non Pooled Fund as a Commissioned Care Service Budget will be ring-fenced for use to purchase care services to meet the assessed eligible care needs of service users assessed by the Integrated Health and Social Care teams, in line with the Council's eligibility criteria.

The Trust will put in place a scheme of delegation, agreed by the Council, to govern decision making by the Trust staff which promotes devolved decision making at team level, whilst ensuring adequate senior management oversight is maintained for individual high value commissioned care services (e.g. high cost placements and high value Personal Budgets).

The Directly Contracted Council Funds as a Commissioned Care Service Budget will relate to block contracts. These budgets will be ring-fenced so that they can only be used by the Council to purchase the services for which they are intended at an agreed fixed cost.

The Trust will be responsible for making optimal use of these resources, through access by the integrated staff teams but will not be responsible for managing these budgets.

The Trust will make spending decisions about individual care packages/Personal Budgets, from the Non Pooled Fund taking into account existing in-house care provision and block contract provision commissioned by the Council, framework contracts available for call off and the available resources for care purchasing to ensure optimal use of in-house and block provision.

Trust Scheme of Delegation

The Trust will put in place a Scheme of Delegation through the Pooled Fund Manager in order to cover authorisation of expenditure or allocation of Commissioned Care Services budgets on behalf of the Council from the Non Pooled Fund.

The Scheme of Delegation for access to Commissioned Care Service Budgets from the integrated staff teams will be agreed by the Council.

The Pooled Fund Manager will have oversight of the Non-Pooled Fund as a delegated budget.

The Trust cannot commit resources beyond the approved budget limit for the Non Pooled Fund without approval from the Council.

The process for gaining additional spending approvals form the Council beyond that of the Non Pooled Budget available shall be as follows:

Overspend Authorisation:

A decision to spend which is forecast to create up to £50,000 overspend on the total non-pooled budget at year end may be taken at the discretion of the pooled fund manager and reported (within a calendar month) to the DASS through the monthly finance reporting process and to the next JMG.

A decision to spend which is forecast to give rise to more than a £50,000 overspend on the total non-pooled budget at year end - or which will further increase overspend that has already reached £50,000 - may only be agreed if the pooled fund manager provides a rationale and the spend is agreed with the Merton DASS. The forecast will be reported (within calendar month) through the monthly finance process to the DASS, and to the next JMG.

The JMG will agree a management plan for any forecast overspend.

Financial Planning

The Council will provide not less than 1 month's notice before changing the level of the non-pooled fund as delegated budget.

Financial Reporting

Financial reporting will be aligned to the Integrated Performance Framework set out at Schedule 6 with different levels of reporting to ensure that performance is reported at the right level of detail to the various levels within the overall Partnership governance framework, with exception reporting and escalation as set out below.

The Council's Finance Team will provide monthly budget monitoring reports to the Trust.

The Trust will be responsible for providing monthly budget forecasts for year-end spend to the Council.

The financial reporting framework will include an escalation process so that performance is reported to the Joint Management Group for oversight to provide assurance that the required actions are being taken to control the budget where targets are not being met. The JMG will be responsible for working to resolve any issues.

Sharing Agreement for Costs, Risks and Benefits

Costs, risks and benefits arising from the S75 Partnership agreement will be shared between the Council and the Trust as set out in the Agreement.

For the Non Pooled Fund this will reflect the following overarching principles to govern the sharing of costs and benefits arising:

- The Trust will improve outcomes for residents within available budgets
- There will be a planned shift in Investment to early intervention and prevention activities with the aim of reducing long term care costs
- Benefits realised will be shared fairly and transparently, in accordance with risk sharing agreements.

A plan will be put in place annually to govern the non-pooled fund delegated budget within the first three months of commencement and this will take effect as a plan from 1 April 2014.

Incentive plan:
To incentivise management of the non-pooled budget to below the budgeted annual limit, the following is agreed:

- Up to £25,000 favourable* will all be reinvested in the partnership services through a plan to be agreed at JMG
- £25,000 - £50,000 favourable* will be 50% reinvested in the partnership services and 50% returned to London Borough of Merton

- More than £50,000 favourable* will be dealt with at the discretion of London Borough of Merton.

*Full year effect

Financial Assessments

The responsibility for financial assessments, income collection and debt recovery will be retained by the Council..

The Council will retain budgets for income from adult social care charges.

Annex E: Staff Recharges

Posts in which staff are recharged between the Trust and Local Authority - As at 31-12-13

Team (As Per Schedules Above)	Staff Group	Post Title	Current or Recent Incumbent	Total FTE	Trust Funded FTE	LBM Funded FTE	Employed By	
Wimbledon R&S Team	Employment Specialist	Vocational Team Manager	TM	1.00		1.00	Trust	
Wimbledon R&S Team	Support Worker	Support Worker	MDN	1.00	0.50	0.50	Trust	
Mitcham R&S Team	Manager	Team Manager	Previous: CS	1.00		1.00	Trust	
Mitcham R&S Team	Employment Specialist	Employment Specialist	JW	1.00		1.00	Trust	
Mitcham R&S Team	Support Worker	Support Worker	CF	1.00		1.00	Trust	
Morden R&S Team	Employment Specialist	Employment Specialist	SM	1.00		1.00	Trust	
Morden R&S Team	Support Worker	Support Worker	RL & AM	1.00		1.00	Trust	
Merton OP CMHT	Manager	Team Manager	MW	1.00	*0.75*	*0.25*	Trust	*Note 1*
Merton OP CMHT	A&C	Admin Support	Contribution	2.69	*2.29*	*0.40*	Trust	*Note 2*
Merton Home Treatment Team	Manager	Team Manager	BM (Prev: AT)	1.00	0.50	0.50	Trust	
Merton Home Treatment Team	Support Worker	Support Worker	RB	1.00		1.00	Trust	
Merton Home Treatment Team	Support Worker	Support Worker	AD	1.00		1.00	Trust	
Merton Home Treatment Team	Support Worker	Support Worker	LP	1.00		1.00	Trust	
Merton Home Treatment Team	Support Worker	Support Worker	AC	1.00		1.00	Trust	
Merton EIS	Employment Specialist	Employment Specialist	*AM (Prev: KM)*	1.00		1.00	Trust	*Note 3*
Merton EIS	Support Worker	Support Worker	EW	1.00		1.00	Trust	
Wilson Admin Group (Morden R&S Team)	A&C	Admin Support	SM	1.00		1.00	Trust	
Placement Review Team	Manager	Placement Review Officer	DM	1.00		1.00	Trust	
Placement Review Team	Manager	Placement Team Manager	KS	0.25		0.25	Agency via Trust	
Merton Mgmt	Manager	Operational Manager	GM	1.00	0.75	0.25	Trust	
Wimbledon R&S Team	Short Term Cover	Social Worker	DU	1.00		1.00	Agency via Trust	
Merton Assessment Team	Short Term Cover	Social Worker	RS	TBC		100%	Agency via Trust	

Note 1: Fte reflects current LBM fixed value contribution of £15k.
Note 2: Fte reflects current LBM fixed value contribution of £11k.
Note 3: AM providing part-time cover.

SCHEDULE 6

JOINT MANAGEMENT GROUP AND GOVERNANCE

JMG Membership

The membership of the JMG will be as follows:-

- The Trust's Chief Executive or a deputy to be notified in writing (or email) in advance of any meeting;
- The Council's Director of Adult Social Care or a deputy to be notified in writing (or by email) in advance of any meeting;

The role of the Pool Manager (non-voting) will be fulfilled by the Service Director of the Trust unless otherwise agreed under the terms of Clause 7.2 to the Agreement and who will also provide the Secretariat function to the JMG.

Role of JMG

The JMG shall:-

- Review for agreement annually an Annual Plan and Risk Assessment to be prepared by the Trust including consulting further where necessary on the Aims and Objectives at Schedule 1
- Review and agree annually the integrated performance framework as attached here
- Receive and review the necessary integrated performance information;
- Ensure the Pooled Fund is being managed so as to achieve the aims and objectives set out in Schedule 1 in the manner specified in Schedule 3
- Make such variations to this Agreement from time to time as it thinks necessary to deliver the NHS Health Care Functions in accordance with the NHS Commissioner Contract
- Make such variations to this Agreement from time to time as it thinks necessary to service delivery arrangements in order to ensure delivery of the activities delegated by the Council
- Agree in accordance with Clause 8.20 any arrangements for the appointment of new Staff to the Service
- Set such protocols and guidance as it may consider to be necessary to enable the effective management of the Pooled Fund and the Service
- Review on an on-going basis and annually for the purpose of Clause 10 the operation of this Agreement and the Secondment Agreement;
- Review and agree annually the revised budgets and finance procedures to be set out in Schedule 5 for the following year following confirmation by the Parties of their respective contributions in accordance with Clause 10
- Review the operation of the Single Assessment Process for all services where it applies and in particular (but without limitation) to ensure that it complies with all legal requirements;

- Provide an annual report on outcomes to the Trust's Board and the Council's Cabinet and Health and Wellbeing Board on the operation of the Section 75 agreement.
- Make such variations to this Agreement and its Schedules from time to time as it thinks fit;

JMG Support

The JMG will be supported by officers from the Council and the Trust from time to time and they may be involved in assisting the JMG in implementation of the Aims and Objectives set out in Schedule 1 and the preparation of annual revisions to Schedule 5 and the Performance Framework here at Schedule 6. In particular the meetings of the JMG shall be supported by nominated finance officers of both Parties.

Meetings

The JMG will meet regularly every 2 months in the first year and thereafter on a quarterly basis (at least) in each year for the duration of the Agreement . . The monthly reports of the Pool Manager referred to below will be available 10 days in advance of the meetings.

The quorum for meetings of the JMG shall be a minimum of both members, not counting the Pool Manager who will be a non-voting member.

Decisions of the JMG shall be made unanimously by those present

Minutes of all decisions shall be kept and copied by the Pool Manager to the Authorised Officers and the Trust's Board Secretary for inclusion on the next Trust Executive Team agenda, within five (5) working days of every meeting.

The Chief Executive of the Trust shall be accountable, within the Trust Governance Framework, as the "Authorised Officer" for the Trust.

Limitations on Authority

The JMG is authorised within the limits of delegated authority for its members (which is received through their respective organisations own scheme of delegation) to:-

- Agree pursuant to Clause 10 of the Agreement the respective contributions of the Parties for the budget and the revised Schedule 5;
- Agree solutions to commitments which exceed or are reasonable likely to lead to exceeding the contributions of the Parties to the aggregate contributions of the Parties to the Pooled Funds, to be confirmed or agreed by the Parties pursuant to Clause 10 ;
- To agree changes to the service delivery model ensuring that the proposed changes continue to deliver the

activities delegated by the Council:

- To agree in accordance with Clause 8.20 any arrangements for the appointment of New Staff
- To agree the Annual Plan comprising the services, objectives, contributions and performance monitoring arrangements

The JMG shall not be responsible for the direct management of any NHS staff or Council staff who are not accounted for in Schedule 4 as amended from time to time, such staff remaining accountable to and the responsibility of their respective current employer at all times.

Staff accounted for in Schedule 4 shall be managed in accordance with arrangements set out in Clause 8; Schedule 4 and the appended Secondment Agreement.

Pool Manager

The Pool Manager may delegate the day-to-day management of pooled funds in accordance with Trust's Standing Financial Instructions, provided that the Pool Manager remains responsible at all times for the obligations set out in Clause 7 of the Agreement.

Information and Reports

The JMG members will be supplied with the financial and activity information, on a monthly basis, as outlined at here at Schedule 6 subject to any amendment in light of agreement of the Annual Plan as referred to above. These reports will have first been agreed by finance representatives of both Parties.

The Annual Plan, as revised annually thereafter, will be the basis for delivery by the Trust against the Agreement. This will include appropriate action to redress any shortfall in achieving any agreed national and local standards for service delivery. Any variation from it will need to be agreed by JMG.

The JMG will submit an annual report to the Trust's Board and the Council's Cabinet via the Authorised Officers.

In other circumstances and where any one JMG member requests, information received or a query raised at a meeting on matters of operational or financial performance will be directed in the form of a written briefing by the Pool Manager to the JMG and where requested to the Authorised Officers with a view to the Authorised Officers meeting and considering the issue before the date of the next subsequent scheduled meeting of JMG.

Plans and Review

The Pool Manager will refine any remaining Aims and Objectives set out on Schedule 1 into targets and performance measures to be agreed by JMG from time to time and in any event by 30th April 2014 and annually

thereafter each March following a review to be led by the JMG in accordance with Clause 10 of the Agreement and to include an Annual workforce plan on the scope and coverage and skill mix proposed for the integrated teams.

INTEGRATED PERFORMANCE FRAMEWORK

A performance framework will be developed on an annual basis in order to measure progress against targets at Schedule 1.

The JMG will also review other performance of the Parties according to their individual Key Performance Indicators (KPIs) where these have a bearing upon performance of the Partnership or individual Party performance rating as affected by the Partnership.

The Pool Manager will provide regular monthly reporting to the Council on the Council KPI's to assist in tracking performance and to highlight matters for additional JMG discussion.

The Council KPI's will be agreed at least annually by the Council for the Trust to provide reports on.

Performance Indicators for 2014/15 will include:

1. Reports on Progress of targets and Objectives at Schedule 1.
2. Financial reporting on spend and forecast
3. Integrated Performance Indicators to be agreed from time to time between the Parties.

The Integrated performance Indicators set out in the attached are aligned to Merton Council agreed performance measures.

They are developed in order to meet statutory reporting requirements to the Dept of Health and management information required for Council officers and members. The measures are to be reviewed annually

Performance Reporting

Performance reporting will be aligned to financial reporting with different levels of reporting to ensure that performance is reported at the right level of detail to the various levels within the overall partnership governance framework, with exception reporting and escalation to the Joint Management Group in order to provide assurance that the required actions are being taken to improve performance where targets are not being met. The JMG will be responsible for working to resolve any issues.

HIGH LEVEL PERFORMANCE MATRIX

Theme	Target	Health/ Social care	RAG	Commentary
Safety	22 MH safeguarding referrals per 1/4	SC		
	60% of safeguarding referrals completed within 60 days	SC		
	80% of safeguarding investigation outcomes are either 'risk removed' or 'risk reduced'.	SC		
	1/4ly SI report presented to Board	H		
Workforce	AMHP workforce to increase to 10 by 31.3.15	SC		
	Social care workforce vacancy rate below 10%	SC		
	Healthcare vacancy rate below 10%	H		
Service	70% of those eligible will have a Personal Budget/Direct Payment within 6 weeks of assessment	SC		
	60% of care plans will reflect recovery plans	H		
	DToC rate below 5%	H		
	Employment rate of CPA caseload exceeds 10%	H/SC		
	Settled accommodation rate of CPA caseload exceeds 80%	H/SC		
	No of residential placements to reduce to 22 by 31.3.15	SC		
Reviews	100% of those with personal budgets will receive reviews every 12 months	SC		
	95% of those on CPA will be reviewed every 12 months	H		
	100% of carers will have an up to date review	SC		
Resources	Social Care staff budget managed within budget	SC		
	Social Care Commissioning budget managed within budget	SC		
	Health staff budget within partnership managed within budget	H		
Quality	Two wider engagement meetings involving service users and/or carers to take place each year.	H/SC		
	Team specific Real Time Feedback processes in place	H		
	Integrated audit agreed, and team based audit in place – report 6 monthly	H/SC		

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Committee: Health and Wellbeing Board

Date: Tuesday 25 March 2014 1.00 pm

Agenda item: Merton Mental Health Review

Wards:

Subject:

Lead officer: Dr. Kay Eilbert

Lead member: Councillor Linda Kirby

Forward Plan reference number:

Contact officer: Dr. Anjan Ghosh

Recommendations:

A. Once the draft Adult Mental Health Needs Assessment (HNA) is reviewed and agreed by the Merton Mental Health Task and Finish Group (MMHR TFG), to make this available to the Board and the public.

B. To note that the next two stages of the review (Prioritisation Activity and Strategy development have just commenced on 13.03.2014).

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1 PURPOSE OF REPORT AND EXECUTIVE SUMMARY

The Merton Mental Health Review (MMHR) is a review of adult mental health in the London Borough of Merton from a *health and social care* perspective. The first stage of the process- the adult mental health needs assessment has just been completed and the first draft of the report is under consultation with the MMHR TFG, after which it will be made available to the Board and the public by early April. The next two stages – the prioritisation activity using a validated health economics approach and the development of an Adult Mental Health Strategy for Merton will be taking place concurrently.

2. BACKGROUND

2.1 One in four people in the UK will experience a mental health problem in the course of a year. The cost of mental health problems to the economy in England have recently been estimated at £105 billion each year and treatment costs are expected to double in the next 20 years.[1]

2.2 The Department of Health launched the strategy 'No Health Without Mental Health' (DH 2011) which takes a cross government approach, including promoting mental wellbeing, reducing stigma and a focus on improving outcomes for people with mental illness. *No Health without Mental Health* is centred on six objectives:[2]

- More people will have good mental health

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[1] Public Health England: Community Mental Health Profiles, 2013; http://www.nepho.org.uk/cmhp/
[2] No Health Without Mental Health; Gateway reference 14679; Department of Health, February 2011; https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/135457/dh_124058.pdf.pdf

- More people with mental health problems will recover
- More people with mental health problems will have good physical health
- More people will have a positive experience of care and support
- Fewer people will suffer avoidable harm
- Fewer people will experience stigma and discrimination

2.3 The key inequalities experienced by people with mental health problems are:

- Low levels of employment
- Social exclusion
- Barriers to accessing health services
- Poorer physical health and increased mortality from some diseases

2.4 The total economic and social costs of mental ill health in London are clearly substantial at an estimated £25bn to £27bn. **This equates to approximately £2,990 to £3,210 per person in London per year** and is equivalent to around 8.9 to 9.5% of London's GVA[3]. (This includes the cost of mental ill health in children and young people).

2.5 The health needs assessment has described the epidemiology of adult mental health in Merton, and has reported the views and perspectives of service users, carers and service providers. It has also described the current services in Merton, policies and guidelines, and outlined the evidence for some interventions in the prevention and promotion of mental health.

Overall Merton does well on many measures of mental health. Merton CCG has lower spend and better outcomes for mental health overall. While the per capita spend on mental health in Merton is much lower than for other CCGs in our ONS cluster (Hounslow, Harrow, Ealing, Redbridge and Barnet) and England, the outcomes overall are good- suggesting that the investments are good value for money. However the details reveal some interesting facets to adult mental health in Merton in terms of the way mental ill-health is distributed among our residents and the health inequalities between East and West Merton. The report will provide all the details when made available to the board.

3. DETAILS

Once the HNA is ready the findings will be made public.

The MMHR is being done in-house by the Public Health Team at the Merton Council in partnership with the Merton CCG and the Merton Council Adult and Social Care Commissioning Team- steered by a Task and Finish Group (TFG).

The review is triangulating the available data including administrative data, and undertake new research where required (through stakeholder interviews) and

[3] GVA- Gross Value Added. It should be noted that the comparison with GVA is not strictly accurate as it is not a like for like comparison. As set out in the text, the estimate of the total economic and social costs of mental ill health to London incorporate some 'nonmarket' aspects which are not included in the calculation of GVA. In this instance, framing the economic and social costs as a proportion of London's GVA acts simply to provide some idea of the scale of costs.

review existing research and evidence. *Emphasis is placed on obtaining user and carer perspectives, views and experiences, and on their involvement at all the key decision points in the MMHR*.

The purpose of Stage 2 is to review mental health and social care expenditure and mental health outcomes, in order to construct a prioritised list of areas for investment and disinvestment, keeping in mind the need of Merton population and the user and carer perspectives (the findings and recommendations of the HNA).This is being done using a PBMA (Programme Budgeting and Marginal Analysis) approach. Programme budgeting and marginal analysis is a process that helps decision-makers maximize the impact of healthcare resources on the health needs of a local population. The development of the Merton Adult Mental Health Strategy will be informed by the findings and recommendations of the HNA and PBMA process, and will be developed through consultations in the Task and Finish Group.

4. ALTERNATIVE OPTIONS

The review of Merton's adult mental health services will allow a better understanding of the issues outlined above.

5. CONSULTATION UNDERTAKEN OR PROPOSED

6. TIMETABLE

Publication of the Merton Adult Health Needs Assessment- 1st week of April 2014

Stages 2 (PBMA) and 3 (Strategy Development)- April – June 2014.

7. FINANCIAL, RESOURCE AND PROPERTY IMPLICATIONS

The review is being delivered within existing resources.

8. LEGAL AND STATUTORY IMPLICATIONS

None for the purpose of this report.

9. HUMAN RIGHTS, EQUALITIES AND COMMUNITY COHESION IMPLICATIONS

Poor mental health and inequalities are closely linked as outlined in this report. A better understanding of the issues can support services that help address inequalities.

10. CRIME AND DISORDER IMPLICATIONS

None for the purpose of this report.

11. RISK MANAGEMENT AND HEALTH AND SAFETY IMPLICATIONS

None for the purpose of this report

12. APPENDICES – THE FOLLOWING DOCUMENTS ARE TO BE PUBLISHED WITH THIS REPORT AND FORM PART OF THE REPORT

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13. BACKGROUND PAPERS

NONE. HNA REPORT WILL BE CURCULATED AT A LATER DATE.

Committee: Health and Wellbeing Board

Date: 14.3.14

Agenda item:

Wards:

Subject: East Merton Local Care Centre

Lead officer: Kay Eilbert and Adam Doyle

Lead member: Linda Kirby

Forward Plan reference number:

Contact officer:

Recommendations:

The Health and Wellbeing Board is asked to note progress on development of a Model of Care for East Merton that ensures early detection of disease when it can be cured or managed closest to home, either in primary or community care.

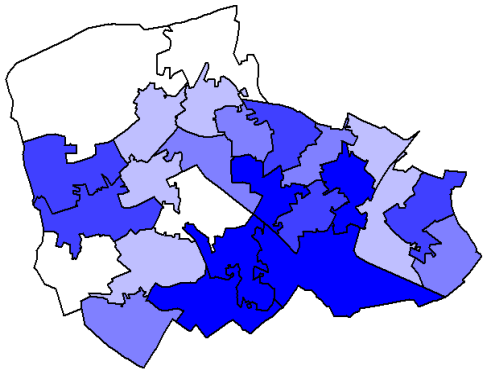
1 PURPOSE OF REPORT AND EXECUTIVE SUMMARY

The purpose of this report is to update the Health and Wellbeing Board on progress toward developing a local care centre in Mitcham within a broader new Model of Care.

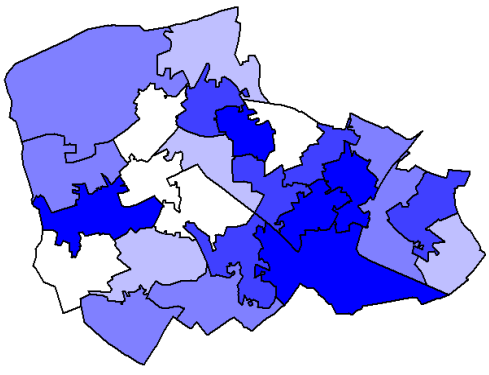
2. BACKGROUND

The Joint Strategic Needs Assessment sets out the health and social care needs of residents of Merton. Merton has a younger population, mainly located in the East of the Borough , which is more deprived than the West. While overall health outcomes are good compared to London and England, there are significant inequalities in health outcomes, which is generally measured through life expectancy. The maps below show the differences in life expectancy between the east and the west of the borough. The darker areas represent shorter life expectancy.

Male Life Expectancy at birth by small area 2006-10



Female Life Expectancy at birth small area, 2006-10



From 2005-09 to 2006-10 there has been no change in the gap in life expectancy for men (now 71.6 in Ravensbury to 84.8 in Wimbledon) . However for women there has been an increase of 2 years in the life expectancy gap (now 79.5 in Figge's March to 92 years in Hillside)

3 DETAILS

The 2013 Merton Partnership Conference focused on health inequalities and the social determinants that contribute to creating them. Data covering determinants of health (early child development, education, and employment) were combined with coronary heart, cancer, and long term conditions such as asthma and chronic obstructive pulmonary disease .All demonstrated a consistent inequality between East and West Merton. People in East Merton tend to be more deprived and from BME groups who tend to develop long-term conditions younger.

Public Health and Merton CCG then agreed to work together to address the health care inequalities in the East. A Health Needs Assessment of health for East Merton residents completed in January 2014 found that for the biggest killers in Merton (coronary heart disease, cancer and respiratory diseases)

- They are more frequent in poorer people.
- They can be prevented. All are related to lifestyle factors such as smoking, obesity, lack of physical activity, an unhealthy diet and excessive alcohol consumption.
- Primary care has a key role in preventing and treating them

The needs assessment therefore recommended

- Improvements should be made in early detection and management of long-term conditions in primary care, especially in East Merton.
- A new local healthcare centre in East Merton should contribute to health improvement in that locality. Its purpose might include accommodating services moving from elsewhere, housing novel services to complement what exists now, providing the public with an accessible point of contact for a range of local services and acting as a focus for quality improvement initiatives in primary care.
- The CCG should consider new models of service provision that involve more care being provided in community settings and less at hospital sites, including intermediate care for people with diabetes for example..

3.1 Conclusions and Recommendations

A task and finish group has been established, which includes representatives from GP practices in the East Merton locality, MCCG, the Council and Public Health colleagues. Members will work together to develop a model of care that ensures early detection of disease when it can be cured or managed in primary or community closest to home. Work will be two fold – over the next year the task and finish group will work to develop a new Model of Care. At the same time, a strategic operating case for the development of a local health care centre in Mitcham is under development for consideration by the Department of Health. This process should be completed by April 2015, when, if approved work can begin on the centre.

The Health and Wellbeing Board is asked to note progress on development of a Model of Care for East Merton that ensures early detection of disease when it can be cured or managed closest to home, either in primary or community care.

4 ALTERNATIVE OPTIONS

N/a

5 CONSULTATION UNDERTAKEN OR PROPOSED

6 TIMETABLE

7 FINANCIAL, RESOURCE AND PROPERTY IMPLICATIONS

8 LEGAL AND STATUTORY IMPLICATIONS

N/a

9 HUMAN RIGHTS, EQUALITIES AND COMMUNITY COHESION IMPLICATIONS

10 CRIME AND DISORDER IMPLICATIONS

None

11 RISK MANAGEMENT AND HEALTH AND SAFETY IMPLICATIONS

12 APPENDICES – THE FOLLOWING DOCUMENTS ARE TO BE PUBLISHED WITH THIS REPORT AND FORM PART OF THE REPORT

13 BACKGROUND PAPERS

None

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Committee: Health and Wellbeing Board

Date: 25 March 2014

Agenda item:

Wards: All

Subject: HWB Strategy Priority 2 – Update on Progress

Lead officer: Dr Kay Eilbert, Director of Public Health.

Lead member: Cllr Linda Kirby, Cabinet Member for Adult Social Care and Health.

Forward Plan reference number:

Contact officer: Barry Causer, Public Health Commissioning Manager.

Recommendations:

A. To note and consider progress on the development and delivery of the Health and Wellbeing Strategy Priority 2: Supporting People to Improve their Wellbeing.

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1 PURPOSE OF REPORT AND EXECUTIVE SUMMARY

1.1 The purpose of this report is to update the Health and Wellbeing Board on progress on the delivery of the Health and Wellbeing Strategy Priority 2: Supporting People to improve their Wellbeing.

The report sets out the context and priorities within the Strategy and outlines current progress on the action plan and next steps for delivery.

2 DETAILS

2.1 Introduction

The Merton Health and Wellbeing Strategy 2013/14 Priority 2 has a focus on supporting people to improve their wellbeing. It has a commitment to further strengthen our partnership approach to preventive strategies and activities under this priority are delivered by a range of organisations.

The Strategy makes clear that we want to support people in Merton to improve their health and wellbeing, to increase quality of life, enable people to make their own choices and have better life chances. In doing so, we want to reduce the gap in life expectancy and reduce the burden on public services.

Circulatory disease (including cardiovascular disease and stroke) and cancer are still the major killers in Merton and consequently these diseases along with diabetes are among the main causes of long term illness and disability.

Key risk factors are smoking, being overweight and obese, lack of physical activity and risky drinking behaviour and therefore many of the resulting illnesses and conditions are potentially preventable. Mental Wellbeing is of vital importance for long-term physical health and there are links between long-term stress, isolation and loneliness and poorer physical health.

Lifestyle decisions have a very significant impact on future health and wellbeing; however, while individual lifestyle choices may seem most amenable to change through ‘informed choice’ in reality many apparently free choices are strongly influenced by socioeconomic, cultural and environmental factors. Tackling inequalities requires partnership work with communities and an integrated approach to prevention and health improvement.

Ultimately, we want to:

●strengthen self-esteem, confidence and personal responsibility
●positively promote healthier behaviours and lifestyles
●adapt the environment to make healthier choices easier
●promote an integrated approach to healthy living

Delivery Plan - Priority 2: Supporting People to Improve their Wellbeing. (Progress at March 2014)

Outcome 2.1: Promote and deliver an integrated approach to health and wellbeing				
Key actions	**Milestones**	**Indicator/success measure**	**Progress to date**	**Lead**
1. Achieve the target number of people receiving an NHS Health Check	• Secure transition of programme from NHS to local authority and agree contractual process and targets for primary care providers • Implement national policy change i.e. alcohol and dementia components, within agreed timelines • Commission three more community pharmacies	Percentage of eligible people who are offered an NHS Health Check (PHOF 2.22) Percentage of eligible people who take up an NHS Health Check (PHOF 2.22)	The NHS Health Check programme has been safely transferred to Merton Council and is currently being delivered by all GP practices. Three community pharmacies have also been engaged to deliver the programme covering Merton Park, Graveney and Abbey Wards. At the end of Q3 there have been 8,635 offers with 4,689 checks delivered to date. PHOF 2.22 - Cumulative percentage of eligible people that were offered an NHS Health Check Quarters 1 to 3 is 17.3%, with uptake level of 54.3%. PHOR 2.22 - Cumulative percentage of eligible people that received an NHS Health Check of those offered Quarters 1 to 3 is 54.3%	Public Health
2.Increase the number of health improvement outcomes via LiveWell	• Re-commission LiveWell as an integrated service alongside the stop smoking service. • Agree annual targets for new integrated service. • Develop innovative communication and engagement plan	Number of self reported health improvement outcomes from residents supported by LiveWell	The integrated health improvement and stop smoking service, operating under the LiveWell banner, has now been in place since April 2013. To date the service has supported 298 Merton residents to stop smoking and has received 567 residents referred to the service, who have set 850 health improvement goals. At the time of writing 264 goals have been achieved. Public Health are working closely with LiveWell and MVSC to develop a network of health	Public Health

			champions who will work within voluntary sector organisations, community pharmacists and a local GP practice with a focus on East Merton. These health champions will increase awareness and uptake of health services.	
3. Target resources towards the east of Merton where we know there are the biggest health inequalities.	• Two rounds of Grant funding for Community and Voluntary organisations through the East Merton Health and Wellbeing Community Fund • Strategy for match funding to develop a sustainable Community Fund developed.	Number of outcomes achieved as specified in successful PRG Funding Bid.	There have now been four rounds of the EMHWBF which has funded 30 groups, to a value of £170,019. There will be at least one more round of the programme, subject to the number of applications that are received in round five. The community fund has been set up and is open to receive donations. It is expected that this will launch in 2014/15. Public health is working with Merton Adult Education to provide English for Speakers of Other Languages classes in community settings in the east of the borough. These have the aim of helping people take more control over their lives by enabling non- English speaking residents to communicate for everyday tasks. The materials used through the course include health messages to increase awareness of healthy choices and prevention services.	MVSC/Public Health
4. Ensure that health and other professionals deliver consistent health improvement messages and support as part of their day to day work.	• Partnership work with MCCG to develop 'Every Contact Counts' programme.	Number of referrals from health and other professionals into integrated LiveWell/Stop Smoking service.	Public Health is developing a pathway that supports primary care to refer patients to LiveWell and other preventative services. The ambition is to will link the health champions with the NHS Health Check programme and LiveWell to create a simple programme of awareness, screening and behaviour change that will produce positive outcomes for Merton residents. As part of a programme to support front line staff to deliver health messages, Public Health have provided trained all Fire fighters who work in Merton (just under 100) to stop smoking level one so that they can encourage residents to stop smoking as part of their home fire safety visits.	MCCG/Public Health

			Following the success of the training, we are planning to train Merton Adult Education and Library staff, potentially up to the nationally recognised Royal Society of Public Health 'Understanding health improvement' course.	
5. Engage businesses and employers to promote health through their services and support employees.	• Extend local Public Health Responsibility Deal to the end of March 2014.	Number of LiveWell clinics targeting employees (hosted at a variety of venues). Number of businesses in Merton signed up to the Local Responsibility Deal	In total 168 organisations signed up to the Sutton and Merton Responsibility Deal and they have made 245 pledges. 92 of these were focused on improving the health of their employees. An evaluation of the local responsibility Deal is currently underway which will identify successes, challenges and recommendations for the future when working with local organisations. This is due to be completed in April 2014. Public Health is working with HR to sign LBM up to the London Healthy Workplace Charter. This charter supports and recognises employers who invest in the health and wellbeing of their staff.	Public Health/St Mary's University CWCH
6. Develop Social Marketing insight to inform future commissioning of effective health improvement interventions.	• Completion of five social marketing research and development projects. Each project will produce recommendations and an evaluation framework for the future commissioning of tested interventions: • Childhood Immunisations • Breastfeeding • Healthy eating • Physical Activity • Access to health improvement by people with mental health issues	Completed projects by March 2013 Recommendations utilised in future commissioning intentions	The social marketing projects have been completed and where appropriate the findings and recommendations have ben incorporated in the Joint Strategic Needs Assessment refresh.	Public Health

7.Ensure mental wellbeing is addressed through the development of all Health Improvement services	• Promote use of the National Mental Health Development Unit 'Mental Wellbeing Checklist' when commissioning and developing services.	Number of services used checklist	The adult mental health services review is currently underway; the first stage of this, the mental health needs assessment, has been completed. This makes a number of recommendations to ensure that mental wellbeing is addressed in health improvement services.	LBM/MCCG/Vol Sector
Outcome 2.2 : Increase the proportion of people achieving a healthy weight and participating in the recommended levels of physical activity				
Key actions	**Milestones**	**Indicator/success measure**	**Progress to date**	**Lead**
1. Develop a multi-agency comprehensive Healthy Weight framework for Merton, (adults and children)	• Agree and launch Framework based on best evidence of effectiveness	Proportion of adults classified as overweight and obese (PHOF 2.12)	Public health has agreed with Merton Clinical Commissioning Group to set up a task and finish group that will develop a healthy weight pathway based on the best available evidence. The baseline data for this indicator (PHOF 2.12) was released in February 2014, showing that 58.3% of Merton adult residents are overweight or obese. The England average is 63.8% and London is 57.3%. Public Health has commissioned a programme of support to schools in East Merton that will provide activity and education for students to be a healthy weight. This programme is provided by Alive N Kicking, the current provider of the children's obesity treatment programme, and learning will be used to inform the commissioning of a wider healthy schools programme.	Public Health

2. Increase options for personalised weight management support for overweight and obese adults	• Develop Obesity Care Pathway and agree • Integrate weight management services with Livewell • Commission a tier 2 community weight management programme for adults • Redesign Tier 3 Specialised weight management programme to be delivered by the Community Dietetic team as part of the contract with SMCS • Commission Weight Management training to support residents with learning disabilities.	Subject to agreement Three programmes delivered with up to a total of 50 participants.	Public health has agreed with Merton Clinical Commissioning Group to set up a task and finish group that (as well as develop a healthy weight pathway) will lead on the commissioning of weight related services e.g. a tier two weight management service and a specialist tier 3 service. An independent review of the community dietetic service, provided by the Royal Marsden as part of the community contract, has been completed and has confirmed that this a clinical service that should not have transferred to Merton Council. Discussions on the responsibility for this being passed from Public health to MCCG are underway.	Public Health
3. Promote Healthier Food Choices	• Extend local Public Health Responsibility Deal to the end of March 2014.	Number of caterers signed up to the local responsibility deal	22 Merton food retailers have now successfully signed up to the Healthy Catering Commitment, which recognises those retailers who wish to support their customers to make health choices. Public Health and working with Environmental health to explore innovative ways to continue this support in the future. To support food retailers to understand their role in the health of Merton, Public Health are also developing a training DVD that will be given at no cost to retailers. This DVD will provide a number of short clips that will show some of the techniques that are part of the HCC, such as Shake, Bang and Hang (shake the basket, bang it twice vigorously and hang for 20 seconds) prior to serving the food to the customer.	Consumer & Business Protection/St Mary University CWCH

4.Increase in physical activity levels in adults	• Seek opportunities for inward investment to increase physical activity • Extend Active Celebration programme to the end of September 2013.	Increase proportion of adults meeting the recommended guidelines on physical activity by 0.5% year on year (150 minutes per week) (PHOF 2.13) 500 participants, 25 coaches and 250 additional volunteer hours.	PHOF 2.13a shows the percentage of active adults in Merton is 54.4% PHOF 2.13b shows the percentage of inactive adults in Merton is 31.6% See agenda item on priority4 for additional update on sport and physical activity. The Active Celebration programme was successfully extended and engaged with 977 Sutton and Merton residents, trained 57 new coaches (each volunteering for a minimum of 10 hours) and supported 22 community sport and physical activity groups.	Leisure and Culture Public Health
5.Promote a healthier environment which supports physical activity and healthy food choices	• Increase in promotion/support for residents to use active travel, particularly for short journeys.	Link to priority 4	An application was submitted for Merton to be part of The Mayor of London's Mini Holland's programme. Although unsuccessful, a commitment has been made by TfL to provide additional funding to deliver elements of the programme.	Environment & Regen
Outcome 2.3: Reduce the prevalence of people smoking				
Key actions	**Milestones**	**Indicator/success measure**	**Progress to date**	**Lead**
1. Develop a multi-agency comprehensive Tobacco Control framework for Merton	Agree and launch framework based on best evidence of effectiveness	Reduction in smoking prevalence in adults (over 18 years) by x% year on year (PHOF 2.14) (current modelled prevalence 16.4%)	Although there is no framework in place, strong links have been made between public health and environment & regeneration which will build upon in the coming year. LBM has signed the Local Government Declaration on Tobacco Control, which aims to ensure tobacco control is part of mainstream public health work and was developed in response to the enormous and on-going damage smoking does to our communities. It is a commitment to take action and a statement about a local authority's dedication to protecting their local community from the harm caused by smoking.	Public Health/Environment& Regen
2.Reduce smoking among adults, and reduce	Commission Stop Smoking services as part of an integrated service alongside	Increase in number of 4 week quits and increase in success	The integrated health improvement and stop smoking service, operating under the LiveWell	Public Health/Provide

smoking among target groups including routine and manual workers and unemployed	the LiveWell programme. Agree targets for new provider, including routine and manual workers and unemployed.	rate to over 50% Increase in number of Routine and Manual workers accessing the NHS Stop smoking service and quitting smoking (Local)	banner has now been in place since April 2013. To date the service has supported 298 Merton residents to stop smoking and has received 567 residents referred to the service, producing 264 health improvement outcomes. Currently the success rate of the service is 49%.	r
3.Reduction in number of illegal tobacco sales to underage people from retail premises	Programme of test purchases across Merton.	Minimum of 80 test purchases at identified premises	A programme to identify and reduce underage sales has delivered 46 test purchases, with 2 illegal sales. Infringement reports are in progress and enforcement action will be taken where appropriate. Seven further test purchases are planned for March 2014. Due to legislative changes and the need to secure Magistrates Court approval to undertake test purchase operations the target will not be met this year and is likely to be reduced next year. A series of 'Do you Pass' training courses have been delivered to 53 individuals over the last year. This half day course is aimed at businesses that sell age restricted products such as alcohol, tobacco and knives and sets out the law, proxy sales, due diligence and refusals training.	Consumer & Business Protection
4.Enforce regulations on the display of tobacco products	Monitoring compliance in large retail stores with the Tobacco Advertising and Promotion Regulations	100% inspection of premises	Inspection of 100% of large premises has been achieved, with advice and support provided to retailers to secure compliance. The ban will apply to small stores from April 2015.	Consumer & Business Protection
5.Explore opportunities to normalise smoke free environments beyond current legal requirements	Research into evidence on normalising smoke free environments and agree approach for Merton.	Programme for normalising smoke free environments agreed by partners.	Current work plans only deal with smoke free premises which are subject to regulation under the Health Act 2006. Public Health will closely monitor activity elsewhere that seek to promote smoke free environments outside of the regulations e.g. playgrounds.	Public Health/ Consumer & Business Protection

Outcome 2.4: Promote sensible drinking, reduce alcohol related harm and harm from drug misuse (Link to Safer Merton Partnership)				
Key actions	**Milestones**	**Indicator/success measure**	**Progress to date**	**Lead**
1. Reduce substance dependency, improve health and reduce health inequalities as a result of substance misuse (Link to Outcome 4.2)	• Re-commission evidence based substance misuse prevention and treatment services • Contract outcomes and targets achieved. • Merton's high performance maintained	Reduction in number of alcohol related hospital admissions to ensure it remains at or below current rate (1,911 DSR per 100,000)(PHOF 2.18) Increase number of Problematic Drug User's in effective treatment (target tbc). Increase percentage of people successfully completing treatment by x% (PHOF 2.15).	The Integrated Substance Misuse and Alcohol service was re-commissioned successfully and started delivery in April 2014. This procurement exercise realised savings that will be reinvested into preventative services. Priorities for 2014/15 include • he development of an alcohol strategy linked to a Harm Prevention Group • ndertake a specific Needs Assessment and possible commissioning of a Hidden harm worker • o continue to develop formal "commissioned" links to Primary care (GP's and Pharmacies) to commission Shared Care in the Community • o improve penetration rates into existing client base by commissioning additional Employment Training Education (ETE) programmes and outreach if required • o commission CJ related services in line with Transforming Rehabilitation (TR) /Integrated Offender Management (IOM) requirements (redefine Drug Intervention Programme (DIP) • n keeping with the MH Needs Assessment outcomes explore improved access to services for Dual Diagnosis and MH cases by	Safer Merton

			commissioning a Dual Diagnosis Needs Assessment/GAP analysis • repare evidence base for a re tendering of all structured services with a focus upon prevention as well as access to, through and out of (specialist) treatment	
2. Use available levers to minimise alcohol related harm	• Reduce the number of illegal alcohol sales to underage people • Reduce the number of proxy sales by adults. • Use Local Authority's new public health responsibilities with regard to the Licensing Act	Minimum of 80 test purchases Number of proxy sales pledges by businesses	A series of 'Do you Pass' training courses have been delivered to 53 individuals over the last year. This half day course is aimed at businesses that see age restricted products such as alcohol, tobacco and knives and sets out the law, proxy sales, due diligence and refusals training. A counterfeit alcohol project in off licences in partnership with the International Federation of Spirit Producers was delivered. The traders displayed a good awareness of ensuring traceability and were not buying from illegal retailers. PH are working with licensing colleagues to understand how we can develop a joint approach to embed health concerns in licensing. To support this work and the DPH's responsibilities under the licensing act, Public health has commissioned the 'Safe Sociable London Partnership' to provide customised tools to screen new license applications, identify the potential impact if a particular license is approved and produce flow charts suggesting appropriate responses by the DPH.	Consumer & Business Protection Public Health
3. Ensure alcohol is integrated with wide health improvement programmes	• Alcohol integrated with Live Well and Health Check programmes	Number of alcohol related health improvement outcomes via LiveWell	Public Health has recently commissioned Safer Sociable London Partnership to design and deliver a programme of Identification and Brief Advice (IBA) (included in NHS Health Checks). This programme will be focused on a number of settings including GP practices, pharmacies and workplaces and will include training and resources (scratch cards) that can be used quickly and effectively to integrate alcohol to a wide range of	Safer Merton/ Provider

			services. The initial scoping meeting will be set up shortly and will guide the delivery of the programme. Links being are being developed to ensure that sexual health and alcohol services are working closely to ensure that messages and support services around risky behaviors are linked.	
4. Promote a culture of sensible drinking and increase awareness of impact of alcohol consumption on health and wellbeing	• Completion of social marketing research and pilot project with 18-24 females and over 65s. • Produce recommendations and an evaluation framework for the future commissioning of tested interventions:	Number of referrals to LiveWell via pilot projects Recommendations utilised in future commissioning intentions	The social marketing projects targeted these groups have been completed and where appropriate the findings and recommendations have been incorporated in the Joint Strategic Needs Assessment refresh.	Public Health
Outcome 2.5: Improve sexual health and access to services				
Key actions	**Milestones**	**Indicator/success measure**	**Progress to date**	**Lead**
1. Reduce late HIV diagnosis	• GP rapid HIV testing pilot in local General practices in high prevalence areas. • Introduce HIV testing into local Contraception and Sexual Health Clinics	Reduce the number of people diagnosed late for HIV (PHOF 3.4).	The last SOPHID data was released in May 2013 and relates to 2011. This shows the percentage of those diagnosed with HIV which were diagnosed late (CD4 cell count <350 cells/mm3) in Merton as 32%. The pilot of HIV testing in GPs is in progress and three GP's have expressed an interest to date. HIV testing started in the CASH service in November 2013.	Public Health
2. Increase access to contraception.	• Partnership work with MCCG to optimise comprehensive access to full range of methods of contraception. • Review activity and work with underperforming and performing community	Increase the access of full range of methods of contraception. (local) Increase access to Emergency Hormonal contraception in women aged 13-25 years. (local)	In the first 6 months (April – October 2013) the CASH service has seen 3,520 unique patients. • 2,895 of these patients were seen for contraceptive purposes • 851 were given condoms • 863 long acting reversible contraception and • 1,419 for oral contraception	Public Health

	pharmacies to increase activity .		In regards to the young person's contraception service, they have seen (Q1-3 of this year) 378 contacts and 272 of these contacts were for contraceptive purposes. From April 2013 – Feb 2014 797 young women accessed emergency contraception from pharmacists in Merton. In the same period the previous 557 accessed this service so there has been a significant increase.	
3. Achieve National Chlamydia Screening Programme under 25 year Chlamydia prevalence target.	• Embed Chlamydia screening in core services to increase access to testing. • Develop a transition plan for 2014/15 for the CSO function of the South West London Chlamydia screening programme	Achieve 2400 Chlamydia positive per 1000 persons (PHOF 3.2)	PHOF 3.2 - Q3 data from Public Health England indicates that Merton has achieved 2,335 per 100,000 population, with 10.1% of residents testing positive. A transition plan is being developed with other SW London colleagues.	Public Health

4. ALTERNATIVE OPTIONS

None for the purpose of this report.

5. CONSULTATIONS UNDERTAKEN OR PROPOSED

None for the purpose of this report.

6. TIMETABLE

None for the purpose of this report.

7. FINANCIAL, RESOURCE AND PROPERTY IMPLICATIONS

None for the purposes of this report.

8. LEGAL AND STATUTORY IMPLICATIONS

None for the purpose of this report.

9 HUMAN RIGHTS, EQUALITIES AND COMMUNITY COHESION IMPLICATIONS

None for the purpose of this report.

10 CRIME AND DISORDER IMPLICATIONS

None for the purpose of this report.

11 RISK MANAGEMENT AND HEALTH AND SAFETY IMPLICATIONS

None for the purpose of this report.

11 APPENDICES – THE FOLLOWING DOCUMENTS ARE TO BE PUBLISHED WITH THIS REPORT AND FORM PART OF THE REPORT

None for the purpose of this report.

12 BACKGROUND PAPERS

None for the purpose of this report.

Health and Wellbeing Board

Date: 25 March 2014

Agenda item:

Wards: All Wards

Subject: Health and Well Being Delivery Plan 2013/14 for Priority Theme 4

Lead officer: Chris Lee, Director of Environment & Regeneration

Lead member: Councillor Linda Kirby, Cabinet Member for Adult Social Care and Health

Forward Plan reference number: N/A

Contact Officer: Sara Williams, future Merton Team

Recommendations:

That the Sustainable Communities and Transport Partnership make recommendations, review the initial responses and agree responses to the actions set out in the attached draft Health and Well Being Delivery Plan 2013/14 for Priority Theme 4: Improving wellbeing, resilience and connectedness.

1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

1.1 To present an update on the Health and Well Being Strategy Delivery Plan 2013/14 for Priority theme 4: Improving wellbeing, resilience and connectedness to the Partnership.

1.2 The Partnership to agree to complete the outcomes of the Delivery Plan where detail is currently missing prior to presentation back to the Health and Wellbeing Board on 25 March 2014.

2. DETAILS

2.1 The production of a full Health and Wellbeing Strategy and JSNA (Joint Strategic Needs Assessment) is a statutory duty for the Health and Wellbeing Board from April 2013. This first Strategy was written in January 2013 and covers 2013/14. An updated long-term Strategy

beyond 2014 is proposed, building on this one and learning from experience.

2.2 The Delivery Plan is the working document that has been developed to set out how the Health and Wellbeing Strategy will be implemented through the four agreed priority themes between 2013 and 2014.

2.2 Each of the four priority themes was given a set of high level outcomes with further detailed plans for each outcome which is managed by a lead delivery group. This includes milestones and indicators/success measures, frequency of reporting/by when and a specified lead for each action.

2.3 The delivery plans were prepared as working plans by the lead delivery group for the priority themes as follows:

Priority 1: Giving every child a healthy start
Priority 2: Supporting people to improve their health and wellbeing
Priority 3: Enabling people to manage their own health as independently as possible
Priority 4: Improving Wellbeing, Resilience and Connectedness

2.4 The Sustainable Communities and Transport Partnership is the designated delivery group responsible for performance monitoring the implementation of the Delivery Plan for Priority 4, Improving wellbeing, resilience and connectedness.

2.5 As a delivery group it is required to report to the Health and Wellbeing Board on an annual basis. The board is due to meet on 25th March 2014 for the completed Delivery Plan to be presented.

2.6 The Delivery Plan set out in (draft) Appendix 1 has gone through the first evaluation but needs to be re-evaluated prior to presentation on 25th March 2014.

3. ALTERNATIVE OPTIONS

3.1 Agree the current Delivery Plan in (draft) Appendix 1 and present with some of the priority actions incomplete.

4. CONSULTATION UNDERTAKEN OR PROPOSED

4.1 Lead officers were asked to complete the priority areas associated to their work areas and responses are shown in (draft) Appendix 1.

5. TIMETABLE

5.1 The Delivery Plan is to be presented to the Health and Well Being Board on 25th March 2014. .

6. FINANCIAL, RESOURCE AND PROPERTY IMPLICATIONS

6.1 None for the purposes of this report-.

7. LEGAL AND STATUTORY IMPLICATIONS

7.1 None for the purposes of this report.

8. HUMAN RIGHTS, EQUALITIES AND COMMUNITY COHESION IMPLICATIONS

8.1 None for the purposes of this report.

9. CRIME AND DISORDER IMPLICATIONS

9.1 None for the purposes of this report.

10. RISK AND HEALTH AND SAFETY IMPLICATIONS

10.1 None for the purposes of this report.

APPENDICES – THE FOLLOWING DOCUMENTS ARE TO BE PUBLISHED WITH THIS REPORT AND FORM PART OF THIS REPORT

Appendix 1 –Health and Well Being Strategy Delivery Plan (2013/14) for Priority 4: Improving wellbeing, resilience and connectedness

BACKGROUND PAPERS

Merton's Joint Strategic Needs Assessment which can be found here: http://www.merton.gov.uk/health-social-care/publichealth/jsna.htm

Merton's final Health and Wellbeing Strategy 2013/14 found here:

http://www.merton.gov.uk/democratic_services/w-agendas/w-fpreports/1222.pdf

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Merton Health and Wellbeing Strategy

Delivery Plan 2013/14

Priority theme 4: Improving wellbeing, resilience and connectedness

Lead Delivery Partner: Sustainable Communities Partnership

Delivery Plan - Priority Theme 4: Improving Wellbeing, Resilience and Connectedness

Lead Delivery Partner: Sustainable Communities Partnership

Outcome	High Level Outcome Measure and description	Lead	Frequency	Baseline	Target 2013/14	Status (RAG)	Comments
4.1 Reduce poverty and increase income through economic development	4.1.1. Reduction in the number of claimants of Job Seekers Allowance	FutureMerton Regeneration Investment and Renewal	Monthly reported figures from JCP (NOMIS)	3885 Total Merton claimants (Feb 2013) 1,906 Mitcham JCP claimants (April 2013)	Commitment is to reduce the Mitcham claimant count in the borough by 1,800 by 1st October 2013 and by 1700 by 31st March 2014	3070 total claimants (Jan 2014) 1,545 Mitcham JCP (As at Jan 2014)	A Service Level Agreement was signed by Mitcham JCP, Merton Council and the Work Programme Providers agreeing to work in partnership to reduce unemployment in the borough in 2013/14. It is underpinned by a Joint Action Plan which will be used to monitor performance against agreed actions (SW)
	4.1.2. Children in poverty (PHOF 1.1)	Children Schools and Families					
	4.1.3. Number of under 16's living in low income households	Family Poverty Group Allison Jones	Annual	19.7% (2009) London average 29.4% England average 21.9%	TBC- under discussion in the LBM Policy, Strategy and Partnerships Team		

Outcome	**High Level Outcome Measure and description**	**Lead**	**Frequency**	**Baseline**	**Target 2013/14**	**Status (RAG)**	**Comments**
4.2 Improve wellbeing through safer communities and community cohesion	4.2.1. KPI related to work place wellbeing (derived from staff survey / Kim Brown)	HR					(Collated staff survey info expected end of March 2014– K Brown)
	4.2.2. KPI derived from crime survey	Safer Merton		% of residents where crime is a concern 30% 2014			77% of response rate from residents survey say crime is a concern
	4.2.3. Percentage of residents who feel that people from different backgrounds get on well together (Kris Witherington)	Corporate Services					90% of respondents feel that people from different backgrounds get on well together, with just 7% disagreeing with this statement.
	4.2.4. How worried residents feel about crime, antisocial behaviour, drug users, drunkenness and rowdiness	Corporate Services		50% Crime 44% ASB 41% drug users 33% drunken and			Response rate of “very worried / fairly worried” to the question “how worried are you about the following?” Crime = 50%, ASB = 44%, drugs

	(Kris Witherington)			rowdiness			= 33%, drunk & rowdy = 40%
Outcome	**High Level Outcome Measure and description**	**Lead**	**Frequency**	**Baseline**	**Target 2013/14**	**Status (RAG)**	**Comments**
4.3 Increase volunteering and make best use of local assets including parks, schools and leisure centres to promote wellbeing	4.3a.1. Percentage increase in the number of volunteers	MVSC					Neither MVSC nor VCM included this KPI. Will need to reconsider KPIs in the H&W strategy refresh (Hayley James, MVSC)
	4.3a.2. Percentage of volunteers that have moved into employment	MVSC					
	4.3a.3. Number of new volunteers registered with Volunteer Centre Merton (VCM)	MVSC Jon Stone		1,385 April-Sept 2013			
	4.3a.4. Percentage of VCM volunteers with support needs (e.g. disabilities, mental health issues, young offenders, other vulnerabilities) who are in active placement	MVSC		70% adults; 75% young people April-Sept 2013			This is the percentage of supported adults/young people who have been in active volunteering placements for at least 12 weeks during this period. Due to their circumstances/health, some of these people stop volunteering for a time but then return to it for a second or third placement (H James).

	4.3b.1. Increase in the take up of leisure facilities by residents in Merton	Leisure Services Christine Parsloe					At present there isn't an indicator to reflect but in the process of asking for different data to create something tangible, this is not available yet; however, Corporate marketing has been much more successful along with the Better brand at attracting people, along with the investments and project groups making the gyms more attractive, once we start attracting them then word of mouth takes over

	High Level Outcome Measure and description	**Lead**	**Frequency**	**Baseline**	**Target 2013/14**	**Status (RAG)**	**Comments**
	4.3b.2. Green spaces- from Residents Survey	Doug Napier	November / annually				75% satisfied or very satisfied
	4.3b.2. Green spaces- from Residents Survey KPI for 4.3a on volunteering derived from the volunteering strategy under MVSC (MVSC)	Sustainable Merton					- 2 volunteering recruitment campaigns – June and November - "Good Neighbours" – progress to engage neighbours with each other to support vulnerable adults reducing social isolation and loneliness - Developing volunteering networks in 3 primary schools - Dignity in Care – volunteering opportunities in local care homes - Developing a volunteering project to support adults with support needs access their interests - Developing Neighbourhood Watch to be more active and effective (H James)

Outcome	**High Level Outcome Measure and description**	**Lead**	**Frequency**	**Baseline**	**Target 2013/14**	**Status (RAG)**	**Comments**
4.4 More people make a positive contribution to their own wellbeing through access to learning and development of skills	4.4.1. Bridging the adult skills gap- Increased participation in adult education programmes among those living in disadvantaged wards	Economic Well Being Group (EWG) / Merton Adult Education (MAE)	Annual- academic year	4.4.1.a 36% of learners on qualification courses live in a disadvantaged ward 4.4.1.b 27% of learners on non-qualification courses in a disadvantaged ward		(academic year not complete) (Ytomlin)	The EWG was formed in 2012 with the intention of the partnership working together to support residents into employment and by supporting skills development, particularly for those residents in the 4 most deprived wards. This is measured through the Employment and Skills Action Plan 2013-14 (SW)
	4.4.2. Employability- Percentage of participants that went into employment after attending an adult education course.	Economic Wellbeing Group (EWG) / MAE	Annual	11% Including self employment			761 out of 941 are continuing with studies, 86 gained employment and 15 set up as self employed (YT)

	High Level Outcome Measure and description	**Lead**	**Frequency**	**Baseline**	**Target 2013/14**	**Status (RAG)**	**Comments**
	4.4.3. No. of people that participated in the Demand-Led Pilot Scheme	Economic Well Being Group (EWG) / Grenfell Housing	Quarterly		400 anticipated to attend over 12 months	Approx 220 residents attended training as at Nov 2013	There is a possibility that further funding may be made avaialble to carry on with the programme of activity. The training is being delivered through the Wandle Valley Resource Centre (previously known as Worsford House) (SW)
	4.4.4. No. of people engaged in the Routes2Work Programme	Circle Housing Merton Priory (CHMP)	Yearly	869 engaged 12/13	100		Over 1000 residents have already been through the programme with 92 entering employment
4.5 Build a healthy environment including access to housing, local amenities and activities.	4.5.1. Number of applicants accepted as statutory homeless (PHOF 1.15 i & ii) (PHOF 1.15 i & ii)	Housing					In 2012/13, 222 households made a homeless application of which 98 were accepted as statutorily homeless In the first 3 quarters of 2013-14, 205 households made a homeless application of which 75 were accepted as statutorily homeless (A Chu)
	4.5.2. Number of households living in temporary ~~accommodation (should not~~ exceed 100 at any point in time)	Housing	Annual	87 (2012-13)	Should not exceed 100		~~99 households living in temporary~~ accommodation as at 31 December 2013 (A Chu).

	High Level Outcome Measure and description	**Lead**	**Frequency**	**Baseline**	**Target 2013/14**	**Status (RAG)**	**Comments**
	4.5.3. No.of cases where homelessness was prevented	Housing					Housing Advice intervention resolved 529 household homeless cases 2012-13 and 423 cases in the first 9 months of 2013-14 (A Chu)
	4.5.4. Increasing the number of businesses taking up the Healthier Catering Commitment (HCC) OR My Choice accreditation per annum	Andrew Bradley	Annual	14 HCC 4 My Choice (2012/13)	20 of HCC+MC		Part of Responsibility Deal
	4.5.5. Number of betting shops/ gambling related businesses in the borough		Annual				40 betting shops (premises with a slot machine / gambling license not inclusive)
4.6 Improve community connectedness, improve independence and resilience of local communities	4.6.1. Percentage of residents who feel that people in the local area treat each other with respect and consideration (Kris Witherington)		Annual	92% net agree (2012 Survey p.118)	Maintain a minimum of 92% net agree		There is high agreement that people in the local area treat each other with respect and consideration (91%), and agreement is significantly higher among higher social grade respondents (AB=96%)

Outcome 4.1: Reduce poverty and increase income through economic development				
Key actions	**Milestones**	**Indicator/success measure**	**Progress**	**Lead**
Prepare a refreshed Economic Development Strategy as part of the council's Growth Strategy that considers ways of reducing unemployment.	A refreshed Economic Development Strategy for 2012 to 2015 approved by Cabinet	Cabinet approved on 22nd October 2012		Future Merton
Create a Employment/Skills Programme including apprenticeships and volunteering opportunities that leads onto employment.	Production of a two year Employment and Skills Action Plan to commence in January 2013. This should deliver the 6 priorities identified by the EWG including: 1. Increasing employer demand and take-up of apprenticeships 2. Employer engagement 3. Simplifying the employer offer 4. Supporting those furthest from the labour market 5. Co-ordination and joint funding 6.Developing and marketing a Merton offer to employers and	Employment and skills delivery and monitoring needs to be in partnership. The programme is to be agreed by the newly formed Economic Well Being Sub Group of the SCTP in January 2013.		Economic Well Being Sub Group

	young people			
Outcome 4.2: Improve wellbeing through safer communities and community cohesion.				
Key actions	**Milestones**	**Indicator/success measure**	**Progress**	**Lead**
Deliver the annual Strategic Assessment by the Community Safety Partnership, which will identify major issues in the local area and inform allocation of resources and prioritisation of activities.	December 2013: Initial update of the scanning process brought to the Exec Board December – February 2014: Research, analysis and writing of the SA document (including the new victim, offender and location chapters. February 2014: Completion of Strategic Assessment and Matrix ready for presentation to the Exec Board. Priorities to be decided.		Work is on-going re the Strategic Assessment. The public consultation element has been completed, the findings of which will be fed into the analytical work for the document. The Assessment is scheduled for completion in February 2014 (Ian Callaghan) .	Safer Merton
Deliver the Partnership Plan to ensure delivery of services that meet local needs and reduce the volume of higher crime types.	February 2014: Responsible officers identified for the Partnership Plan. March 2014: Writing of P/ship Plan. April 2014: New P/ship Plan commences.		Work on the Partnership Plan cannot be started until the Strategic Assessment is completed. The Partnership Plan is scheduled for completion in March 2014, to commence in April 2014 (Ian Callaghan)..	Safer Merton
Strategic action plan and local needs assessment, for drug and alcohol work, undertaken	To be confirmed			

and implemented, including reduce substance misuse related crime, anti-social behaviour and re-offending.				
Outcome 4.3: Increase volunteering and make best use of local assets including parks, schools and leisure centres to promote wellbeing				
Key actions	**Milestones**	**Indicator/success measure**	**Progress**	**Lead**
Deliver the Merton Volunteering and community Action Strategy 2012 –2014	Delivery of key milestones in the strategy action plan.	Indicators and success measures contained in the strategy action plan		MVSC
Protect and enhance open space creating no net loss of open space or sporting facilities unless justified in accordance with the Development Plan and National Playing Field criteria.	Merton Open Space Study (MOSS) completed 2010 No real milestones but policy applied through planning applications and material consideration given to MOSS	No net loss of open space		Sustainable Communities
Finalise the Wandle Valley Regional Park boundary and to deliver projects that improve the green infrastructure within the park, enhance its biodiversity and improve opportunities for formal and informal recreation within the park.	Adopt Policies Map by June 2014 to establish boundary of the Wandle Valley Regional Park. Heritage Lottery Fund bid for £1.9m for Living Wandle Project - January 2013	Adoption of Policies Map Bid outcome known by June 2013 New projects delivered by partners, for example: accessibility improvements, signage, water vole habitats etc.	Public hearings held in January 2014. No changes made to the Wandle Valley Regional Park boundary. Adoption expected at the next Council meeting in summer 2014 (T Butler) **Three major investment projects now underway in the River Wandle corridor, including HLF funded "Living Wandle" project. Improved pedestrian and cycling access and biodiversity provisions included (D Napier).**	Partnership led by the WVRP Trust.

Promote culture, sport, recreation and play by safeguarding the existing (and working with partners to deliver more) cultural, leisure, recreational and sporting facilities	Annual capital investment programme Merton Sports Pitch Strategy2011 Increase participation in sport, recreation, arts and cultural wellbeing activities Cultural Framework launch	No net loss of playgrounds, tennis courts, MUGA's Manage leisure centre contract No net loss of open space New programmes delivered for example: BMX track, new sports pitches and playgrounds Implementation of online leisure and cultural bookings Deliver Ride London inaugural event	Planned capital investment of £300k into improving the plant, machinery and built structures of leisure centres is on target for this year Leisure centre contract management is in place with quarterly meetings and we have initiated publishing a quarterly report on the website. BMX track is operating and a Merton Saints BMX Club has been established. We are at planning stage for two new floodlit MUGA's at Canons Leisure Centre. Online bookings and payment of Leisure and cultural activities and events is still rolling out, although there have been some technical problems and some financial technicalities which has delayed the timetable. Ride London event came through the borough on Sunday 4th August and many people lined the streets to cheer the riders on. Local volunteers helped people cross the road safely, whilst the businesses bin Wimbledon and Raynes Park created their own style of street parties keeping our residents and guests entertained. There were a number of complaints from some local people more affected by the event and we are working with the organisers and residents to try to overcome these in advance of a decision on the event coming through Merton in 2014. Merton's Culture & Sport Framework is in draft and following LSG consideration it is	Green Spaces L & C development

			now being shared with strategic and operational partners as well as non-departmental (C Parsloe) **No changes overall. Several playground and green gym investments this year. Major new water play facility in Mitcham in the planning stages (D Napier)**	
Outcome 4.4: More people make a positive contribution to their own wellbeing through access to learning and development of skills				
Key actions	**Milestones**	**Indicator/success measure**	**Progress**	**Lead**
Preparation of a Skills and Training Strategy and Action Plan	Skills and Training Action Plan ready by January 2013	Action Plan adopted by February 2013		Economic Well Being Group
Creation of a Sustainable Communities and Transport Partnership sub-group that will be responsible for Economic Wellbeing	Group operating by November 2012	Creation of sub group of the Sustainable Communities and Transport Partnership		Future Merton

Outcome 4.5: Build a healthy environment including access to housing, local amenities and activities				
Key actions	**Milestones**	**Indicator/success measure**	**Progress**	**Lead**
To deliver the housing sites identified within the Core Strategy and Sites and Policies DPD and meeting the housing targets in the Core Strategy and London Plan (320 new homes across all tenures per year for the next ten years).	Publish housing trajectory annually to demonstrate delivery	320 new homes built per year (April-March)	478 new homes built in Merton between April 2012 and March 2013 (T Butler)	Future Merton
Ensure all new housing developments deliver affordable housing units or financial contributions in accordance with the Development Plan policies.	Publish monitoring report annually to demonstrate delivery	Number of planning appeals presented on this issue that are allowed by a planning inspector	Merton's Authority's monitoring report published November 2013 – no appeals dismissed on this issue(T Butler)	Future Merton

All new housing built to 'Lifetime Homes' Standards and 10% of all new housing designed to be wheelchair accessible, or easily adaptable for wheelchair users.	Publish monitoring report annually to demonstrate delivery	Number of planning appeals presented on this issue that are allowed by a planning inspector	Merton's Authority's monitoring report published November 2013 – no appeals dismissed on this issue (T Butler)	Future Merton
To continue to maintain below the national average retail and vacancy rate in all our town centres.	Survey town centres and publish results annually	% retail vacancy rate compared nationally		Future Merton
To have no net loss of employment land for which there is proven demand.	Publish monitoring report annually to demonstrate delivery	Number of planning appeals presented on this issue that are allowed by a planning inspector	Merton's Authority's monitoring report published November 2013 – illustrates on target with this issue (T Butler) .	Future Merton
To establish and provide the appropriate amount of pitches for gypsies and travellers by means of the Sites and Policies Development Plan Document.	Adopt Sites and Policies Plan by June 2014 to establish need for additional pitches	Examination report by independent planning inspector demonstrates satisfaction with the council's findings on this issue		Future Merton
Waste Plan Annual Monitoring Report targets	Identify and publish the gap between how many tonnes of waste should be managed within south London and how many tonnes are being managed in south London ("capacity gap")	Capacity gap = >500,000 tonnes	The South London Waste Plan area is currently managing 327,119 tonnes of waste. ● The targets for the relevant waste streams are 994,604 tonnes in 2011, 1,004,349 tonnes in 2016 and 1,017,427 tonnes in 2021. Therefore, 1st target has	Future Merton

			been missed. However there are currently seven planning permissions which could provide 495,480 tonnes of capacity. Therefore, with these planning permissions implemented and future schemes, the targets for 2016 and 2021 could be met.(T Butler)	
Adopting the Council's Climate Change Strategy by 2013 and implementing its targets and actions	Adopt Strategy by end 2013	Actions set out in the proposed Strategy	Draft Climate Change Strategy has been the subject of a Scrutiny Task Group between July 2013-February2014; Draft recommendations of the Task Group are for Cabinet to adopt the Climate Change Strategy and the Strategy is on Forward plan for Cabinet meeting 30/6/14	Future Merton
Outcome 4.6: Improve community connectedness, improve independence and resilience of local communities				
Key actions	**Milestones**	**Indicator/success measure**	**Progress**	**Lead**
Conduct development plan consultation exercises in accordance with Merton's Statement of Community Involvement.	January-February 2013	Examination report by independent planning inspector demonstrates satisfaction with the council's performance on this issue	All four of Merton's development plan consultations 2012-13 are compliant with Merton's Statement of Community Involvement (T Butler)	Future Merton
Carry out a presentation at all of the Merton Area Forums that express an interest on neighbourhood planning and the Localism Bill 2010.	Presentation delivered to Wimbledon June 2012. Presentations delivered to other forums that have requested this - annually	100% of requested presentations delivered	No other community forums have requested this though presentations delivered on request to community groups (T Butler)	Future Merton

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Committee: Health and Wellbeing Board

Date: 25 March 2014

Agenda item:

Wards:

Subject: Pharmaceutical Needs Assessment

Lead officer: Dr Kay Eilbert, Director of Public Health

Lead member: Councillor Linda Kirby, Cabinet Member for Adult Social Care and Health

Forward Plan reference number:

Contact officer: Barry Causer, Public Health Commissioning Manager.

Recommendations:

That the Health and Wellbeing Board:

A. Notes it has new statutory duties relating to the Pharmaceutical Needs Assessment (PNA).
B. Notes that following a competitive procurement exercise, joint with Sutton Council, that Primary Care Commissioning (PCC) has been appointed to produce Merton's PNA.
C. Notes that the PNA process will take up to 12 months, which includes a duty to consult with a number of interested parties for a minimum of 60 days.
D. Agrees to receive regular updates on progress of the PNA.

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1. Purpose of report and executive summary

To update the Health and Wellbeing Board of progress on the development of the new Pharmaceutical Needs Assessment.

2. DETAILS

Background

2.1. As previously reported in July 2013, The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 includes a requirement that the Health and Wellbeing Board publish a Pharmaceutical Needs Assessment (PNA) by 1st April 2015.

2.2. A PNA is a tool for identifying current and future needs at a local level to explore the potential and improve quality and effectiveness of pharmaceutical services. It uses robust, up to date evidence to ensure that pharmacy services are provided in the right place and that public health services commissioned by local authorities meet the needs of the community that it serves.

2.3. It is used by NHS England when making decisions on applications to open new pharmacies and dispensing appliance contractor premises. Such decisions are appealable and decisions made on appeal can be challenged through the courts.

2.4. In advance of new PNAs being produced by the Health and Wellbeing Board, NHS England will use the existing PNA that NHS Sutton and Merton developed in 2010/2011 to inform its decision making on any applications made to open new premises.

2.5. This inherited PNA has been reviewed by the Department of Health to assess the extent to which the existing PNA produced by NHS Sutton and Merton meets the regulations. This review has shown that of the 40 required criteria,

- 10 are green and meet the criteria
- 11 are yellow and partially meet the criteria
- 10 are red and do not meet the criteria
- 9 were not applicable and were not assessed.

This review has been produced to support discussions by the HWB to take ownership of their PNA and in determining what steps, if any, need to be taken to ensure that it meets its obligations under the regulations.

Health and Wellbeing Boards Statutory Duty

2.6. The HWB has a requirement to keep the PNA under review and publish a revised assessment within 3 years, keep the map up to date and make a revised assessment as soon as reasonably practicable where a significant changes to pharmaceutical need are identified.

2.7. To benefit from economies of scale a joint procurement exercise was undertaken with Sutton Council to appoint an organisation to deliver Merton's PNA. This exercise has now been completed and Primary Care Commissioning (PCC) has been appointed with a fixed price contract of £65,000. Merton is liable for 50% of the contract (available from the Public Health grant) and we estimate that this has saved in the region of £5,000 per borough.

2.8 The PNA process will be led by a steering group including representatives from Merton Council Public Health, Sutton Council Public Health NHS England, Merton CCG, Sutton CCG and The Merton Sutton and Wandsworth Local Pharmaceutical Committee.

2.9 The deadline for the HWB to publish a revised assessment is 1st April 2015; however we estimate that the process will take around 12 months with a final PNA ready for formal sign off at the HWB on the 25th November 2014.

3. ALTERNATIVE OPTIONS

None for the purpose of this report.

4. CONSULTATION UNDERTAKEN OR PROPOSED

None for the purpose of this report.

5. TIMETABLE

As set out in the report.

6. FINANCIAL, RESOURCE AND PROPERTY IMPLICATIONS

The financial implications as detailed in the report will be paid from the Public Health Grant.

7. LEGAL AND STATUTORY IMPLICATIONS

It is a statutory duty of the Health and Wellbeing Board to produce a Pharmaceutical Needs Assessment from April 2015.

8. HUMAN RIGHTS, EQUALITIES AND COMMUNITY COHESION IMPLICATIONS

None for the purpose of this report.

9. CRIME AND DISORDER IMPLICATIONS

None for the purpose of this report.

10. RISK MANAGEMENT AND HEALTH AND SAFETY IMPLICATIONS

None for the purpose of this report.

11. APPENDICES – THE FOLLOWING DOCUMENTS ARE TO BE PUBLISHED WITH THIS REPORT AND FORM PART OF THE REPORT

None

12. BACKGROUND PAPERS

None for the purpose of this report.

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Committee: Health and Wellbeing Board

Date:

Agenda item:

Wards:

Subject: Voluntary Sector Stocktake 2013

Lead officer:

Lead member:

Forward Plan reference number:

Contact officer: Ian Beever MVSC

Recommendations:

In order to steer their way forward to manage change, the research highlights the voluntary sector will need:

A. Support and information to understand the changing policy, legislative and funding environment in which they operate
B. Support to fundraise from public bodies, trusts and importantly unrestricted funds
C. Support to work collaboratively to maximise opportunities for contracts and funding
D. Support to maximise the social capital in the borough through volunteering and local business networks

1 PURPOSE OF REPORT AND EXECUTIVE SUMMARY

MVSC commissioned research into the local voluntary sector to provide a barometer of how organisations are responding to change.

Over the last four years a number of factors have had the potential to affect the sector. These include substantial changes to partner agencies, the recession, austerity measures, higher unemployment and an increase in hardship of some communities.

Like our partner agencies, we are committed to ensuring that the voluntary sector in Merton is best placed to respond to changing need. We need to ensure organisations have the capacity to deliver on the greater role they will have to play as part of the reform of public services.

This State of the Sector report aims to provide Merton with an indicator of the strengths and challenges for the sector in coming years. We believe this insight can help all agencies working in the borough direct their resources and support to address the challenges and recommendations in this report.

MVSC owes a great debt of gratitude to its former Chief Executive Chris Frost. Chris was Chief Executive for 28 years and passed away suddenly in her sleep in November last year. The research for this report was completed very shortly before her death.

Merton's voluntary sector, like that of the rest of the UK, has been through some difficult times with falling income from public donations coinciding with a challenging funding environment from local authorities, local and national trusts and other sources.

Many voluntary organisations in Merton are rising to that challenge and doing excellent work within their local communities. This report illustrates the diversity of services provided, and the keen, tenacious commitment with which people at the frontline address both their paid and voluntary work.

According to MVSC's own database there are 594 voluntary, community and faith organisations in Merton at the time of writing up this report.

The sector in Merton is diverse. Organisations serve a wide range of client groups and provide a great variety of different types of services. They vary enormously in size, numbers of staff and volunteers, and budget. While some are constituted and may be registered charities, others are unconstituted, without trustees or formal governance policies or structures. Many cover a very localised geographical area. Others cover the entire borough.

The sector is characterised by a wide range of organisational structures, including a significant number of small unincorporated organisations, but more than half are registered charities.

Voluntary, community and faith organisations within Merton are a vital part of the social capital of the borough. They can be crucial in their ability to reach parts of the community that statutory service providers struggle to serve.

The range of client groups served is wide and diverse, with many organisations serving multiple groups.

This research identifies a pattern of rising demand for services which is set against a surprisingly positive view of how income will change in the coming years. Only about a third of respondents to our survey thought their income would decrease in the coming two years.

However this headline figure hides a situation in which many organisations feel they are spending more time looking for funding than in the past, and this is an area which gives significant numbers of organisations cause for concern.

Organisations seem on the whole happy with the quality and number of trustees, and there is a growing realisation that trustees can be recruited to fill specific roles.

Staff recruitment and retention presents difficulties for some organisations, with salary levels available quoted by some as a root cause of recruitment and retention problems. However volunteering is thriving in the borough.

Just over half of organisations said they use external support in some form or another, and those that do typically use it in a number of different areas.

Infrastructure support and collaborative working are areas which can work very well indeed for some organisations, but others say they can struggle to get a toehold and can feel excluded.

The organisations that took part in this research demonstrated high levels of resilience and optimism about future. Despite funding pressures, increasing demand and the need to change historic ways of working most organisations are rising to the challenge.

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2. BACKGROUND

According to figures from the 2011 Census Merton has a population of 202,200.

We asked respondents how many Merton residents they supported or provided services to in the last year. The average number of residents was 1,757 per organisation, with 137,029 residents supported in total.

There are obvious dangers in factoring this figure up to the wider voluntary sector in the borough. It is likely that contacts with many individuals are multiple, and it is not possible to get reliable data on multiple contacts from voluntary organisations themselves. The UK Civil Society Almanac (NCVO, 2012) illustrates the difficulties. It says research on charities shows that 39% of organisations serve up to 50 beneficiaries and extrapolates a beneficiary population across the UK of 125 million – double the actual UK population.

This in no way devalues the power of the numbers. The quality of life of an individual may be enhanced by multiple contacts with different organisations offering them a range of services, just as it may be enhanced if an individual has a single contact organisation.

The value of such contact will vary from individual to individual, and from service to service, and while it is outside the scope of this research to attempt to analyse that value, it was quite clear during our interviews and focus group work that this value exists and is a powerful motivator for many providers.

Merton's voluntary sector includes a number of long established and well respected organisations which deliver services viewed as vital by the service users. A general finding from talking to people during the course of this research is that there's a wealth of knowledge in the sector on a wide range of areas that extend into organisational management and change management, but that perhaps this knowledge is not shared as well or widely as it could be.

Merton has a long history of positive partnership working. This is reflected by the number of Compact Awards the borough has won over the last ten years. The Merton Partnership remains an important platform through which organisations from all sectors work collaboratively. The importance and value of the voluntary sector is reflected by there being representation at all levels of the partnership structure.

Merton Council is committed to working with the voluntary sector, and to exploring new and innovative ways of commissioning services. In recent years, Merton Council has not cut funding to the voluntary sector. In fact, in real terms funding has increased. Certain service areas have experienced recommissioning to ensure services reflect new ways of working and local need. That the total spend has remained untouched bucks the trend of many authorities which have decimated voluntary sector funding.

Merton Council is also committed to retaining a diverse range of funding methods, including grants for the voluntary sector. Unlike other London Boroughs, Merton recognises the flexibility and creativity grant funding enables when compared to tendering.

3 DETAILS

Volunteering is alive and thriving in Merton. More than 94% of the organisations we surveyed use volunteers to help deliver services. In fact, considerably more organisations use volunteers than have paid staff – just 56.3%.

The total number of volunteers engaged with organisations responding to our questionnaire survey was 7739.

Volunteers are involved at all levels and are seen as a key element of the social capital within communities. Organisations in our survey had an average of seven people volunteering on their committee and 63 organisations used between one and 49 volunteers.

There is an abiding concern that organisations which find themselves in difficult circumstances might use volunteers in place of paid staff. We have found that in Merton this is not the case, with the overwhelming weight of opinion among organisations we interviewed strongly against that practice.

We have noted that just 56.3% of organisations we surveyed use paid staff. Of these 21.8% reported staffing increase over the last two years and 16.1% reported a decrease.

During our interviews some organisations reported experiences of difficulty recruiting paid staff. Inability to pay high salaries was often thought of as a barrier to recruiting the highest quality staff. Our interviews included comments regarding their needs to freeze salaries hampering recruitment, and of generally low salaries making it difficult to recruit and then retain staff.

3.1 Conclusions and Recommendations

<u>Funding and fundraising</u>
While organisations appear in general to be confident of their funding situation, with just 32% anticipating a fall in funding over the coming two years, the detailed funding pattern is complex. We found a wide range of funding sources being used, and many organisations telling us they spent time applying for relatively small funding sources, with drains on time both at the application point and later with regard to monitoring and/or reporting. There is always room for more support in identifying sources of funding and putting together applications.

> MVSC is exploring new ways of offering fundraising support to local organisations to respond to this need.

<u>Networking</u>
Working collaboratively is increasingly vital if local organisations want to maximise funding opportunities. This particularly applies to small groups. Many commissioning opportunities do and will increasingly require a range of providers to work together. To enable the voluntary sector to respond to this agenda, organisations highlighted the desire for more opportunities to network so they can share knowledge and experience. Networking can be a very useful by-product of other activities such as training provision.

MVSC is launching a new seminar, training and workshop programme for 2014 to enable greater networking. This will be in addition to the existing Involve Network that will see a refreshed format from March 2014.

Volunteering

Volunteering is thriving in Merton, with more organisations in the borough using volunteers than paid staff. However there is scope to increase volunteering and maximise local social capital. The Merton Partnership's Volunteering Strategy demonstrates a commitment to doing this and over the next year there will be a range of interventions to encourage and stimulate active citizenship in the borough.

MVSC is working with Volunteer Centre Merton to ensure support for volunteers and organisations that engage volunteers is sustained and the gateway to support is more accessible.

Trustees

Having high calibre trustees is crucial for a voluntary organisation. Our research suggests organisations are learning more about recruiting trustees for specific roles. Infrastructure organisations such as MVSC and Volunteer Centre Merton (VCM) can support this by helping with practical areas such as identifying need, developing role descriptions and recruitment and interview practices. In addition MVSC can help make the wider community aware of opportunities for individuals to become trustees, and of the personal benefits such roles can bring to people.

MVSC has ensured that promoting becoming a trustee is a core objective in the Volunteering Strategy and there will be a range of activities in 2014 to increase numbers.

Support, training and information provision

About half of respondents said they used external support to help with areas like governance, management and organisational sustainability. The research uncovered a trend for organisations that use external support in one area to use it in others, suggesting that once its value is understood, it is exploited. This is positive for the organisations that have got the message, but those that have yet to take advantage may be missing out.

MVSC is currently strategically reviewing its services and approach. This will see some exciting new development in the coming year, and ensure MVSC is best placed to meet the needs of local voluntary organisations in a changing environment.

Future planning

Voluntary, community and faith organisations have to look towards the future and the development of their services. Organisations identified a number of areas of particular importance in this context. While funding was the standout area identified, significant emphasis was also placed other areas including governance, service delivery models and diversifying the funding base.

MVSC will refine its support and information to ensure voluntary, community and faith organisations are provided with more guidance on reviewing their operational model to ensure it is fit for purpose in a rapidly changing environment.

Grants and Commissioning

Merton Council still offers grants to its voluntary sector. Many authorities have moved to a total tendering model but are starting to realise that grants and commissioning through service level agreements offers more flexibility and the opportunity to work with providers to develop innovative and locally responsive models of working. The London Borough of Merton should retain its grant funding for the sector as part of a portfolio of funding methods.

4 ALTERNATIVE OPTIONS

N/a

5 CONSULTATION UNDERTAKEN OR PROPOSED

MVSC employed a team of experienced consultants to undertake this research. Each member of the team had previous experience of working with MVSC, and therefore an understanding of the voluntary sector within the borough.

Before the work began, the team worked with MVSC to agree an appropriate approach. The approach adopted was a mix of large scale questionnaire, one to one interviews and in depth focus group discussion.

Questionnaire. An online questionnaire was designed using the popular research tool Survey Monkey (www.surveymonkey.com). The survey was publicised to all voluntary, community and faith organisations on MVSC's extensive database. Several rounds of reminders were issued and there was some telephone follow up to encourage organisations in low response rate groups to complete the survey.

Paper copies of the questionnaire were posted to those organisations without an email address. We achieved an overall response rate of 17%.

Interviews and focus groups. We conducted semi-structured interviews with 13 organisations and held one focus group in which eight organisations took part.

6 TIMETABLE

MVSC are working with VCM to deliver the recommendations arising from the research and build on the Merton Partnership's Volunteering Strategy through 2015/15.

7 FINANCIAL, RESOURCE AND PROPERTY IMPLICATIONS

Resourcing the voluntary sector is reliant on continued recognition of its value in supporting the delivering or local services and meeting the needs of Merton's residents.

Infrastructure support to assist the sector in managing change and responding to need is currently provided by LBM.

8 LEGAL AND STATUTORY IMPLICATIONS

N/a

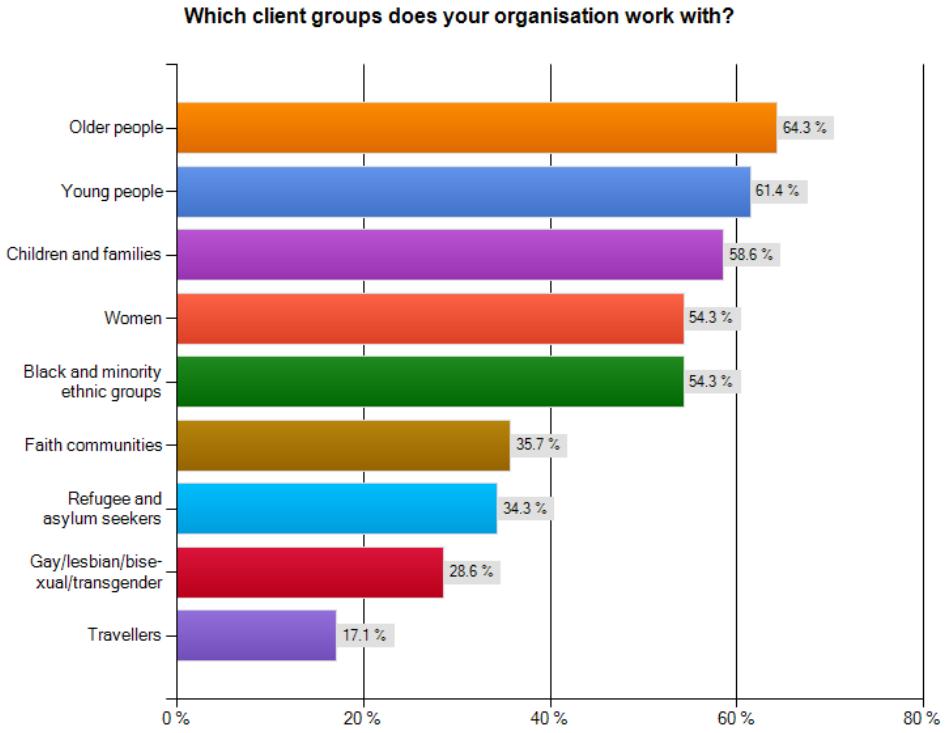
9 HUMAN RIGHTS, EQUALITIES AND COMMUNITY COHESION IMPLICATIONS

Merton's voluntary sector is characterised by organisations that work with a wide range of client groups and communities.

The research paints a picture of a voluntary sector that is broad in its scope, with organisations working across a huge range of areas and providing multiple services. For example organisations providing services to clients with learning disabilities may also provide support with transport, arts and leisure, campaigning employment and lifelong learning. This suggests that organisations develop services to meet client need, fill gaps, and be responsive to historic changes in public policy.

The sector tends to work with vulnerable groups so it comes as no surprise that the demographics of our respondents do not closely match those of the borough as a whole. Analysis of our survey results compared with data from the 2011 Census suggests that 58% of our respondents work with children and families, children representing 19% of the population, 61% work with young people who represent 20% of the population and 64% work with older people who represent 12% of the population.

More than half (62.1%) of the organisations surveyed said there had been an overall increase in demand for their services, with a very small proportion (10.3%) reporting a decrease in demand. This compares favourably to Londonwide figures, where 82% of organisations have seen an increase in demand for their services (The Big Squeeze 2013: A fragile state, Phase 5, November 2013, LVSC).



10 CRIME AND DISORDER IMPLICATIONS

None

11 RISK MANAGEMENT AND HEALTH AND SAFETY IMPLICATIONS

Some voluntary organisations are key partners in delivering local services for health and social care, including statutory provision.

12 APPENDICES – THE FOLLOWING DOCUMENTS ARE TO BE PUBLISHED WITH THIS REPORT AND FORM PART OF THE REPORT

- The Voluntary Sector in Merton Report

13 BACKGROUND PAPERS

None

The voluntary Sector in Merton 2013

Merton Voluntary Service Council

February 2014

Foreword

MVSC commissioned research into the local voluntary sector to provide a barometer of how organisations are responding to change.

Over the last four years a number of factors have had the potential to affect the sector. These include substantial changes to partner agencies, the recession, austerity measures, higher unemployment and an increase in hardship of some communities.

Like our partner agencies, we are committed to ensuring that the voluntary sector in Merton is best placed to respond to changing need. We need to ensure organisations have the capacity to deliver on the greater role they will have to play as part of the reform of public services.

This State of the Sector report aims to provide Merton with an indicator of the strengths and challenges for the sector in coming years. We believe this insight can help all agencies working in the borough direct their resources and support to address the challenges and recommendations in this report.

MVSC owes a great debt of gratitude to its former Chief Executive Chris Frost. Chris was Chief Executive for 28 years and passed away suddenly in her sleep in November last year. The research for this report was completed very shortly before her death.

Chris was a shining light of Merton's voluntary sector, an excellent networker, and a wonderful advocate of our sector both within the borough and beyond. She was at the head of a vibrant and effective MVSC staff team which continues to champion Merton's voluntary sector and looks forward, as I and the other MVSC trustees do, to continued successes.

We dedicate this report both to Chris's excellent work over nearly three decades and to the voluntary sector she worked so hard to champion.

Lola Barratt

Chair, Merton Voluntary Service Council

Contents

Introduction

MVSC has a role to support, advise and nurture Merton's voluntary, community and faith organisations, with a view to enhancing organisations' ability to achieve their aims.

MVSC has always played a key role at a regional and national level, representing the sector with agencies such as NAVCA and the Government. Merton has won many awards for its partnership work as a result of our profile, representation and influence.

MVSC is proud to be part of a thriving borough wide multi agency partnership – the Merton Partnership (www.mertonpartnership.org). This local strategic partnership brings together statutory, voluntary, community and private sector organisations which work collectively to promote community involvement and improve the quality of life in the borough. The current membership of the Merton Partnership is:

Merton Council
MP for Wimbledon
MP for Mitcham and Morden
Merton Police
Merton Chamber of Commerce
Merton Priory Homes
Jobcentreplus
Merton Voluntary Service Council
Sutton and Merton Primary Care Trust
South Thames College
St Georges Healthcare NHS Trust
The Interfaith Forum
Merton Unity Network
Merton Fire Brigade
Community Engagement Representatives

The Merton Partnership oversees the Merton Compact, which has achieved successes year on year. Merton has consistently done well in the national Compact awards, winning no fewer than 12 awards or commendations since 2005.

This is MVSC's first State of the Sector report, and the mapping and measuring information it has provided will help us plan the services we deliver in the future.

Executive summary

Merton's voluntary sector, like that of the rest of the UK, has been through some difficult times with falling income from public donations coinciding with a challenging funding environment from local authorities, local and national trusts and other sources.

Many voluntary organisations in Merton are rising to that challenge and doing excellent work within their local communities. This report illustrates the diversity of services provided, and the keen, tenacious commitment with which people at the frontline address both their paid and voluntary work.

According to MVSC's own database there are 594 voluntary, community and faith organisations in Merton at the time of writing up this report.

The sector in Merton is diverse. Organisations serve a wide range of client groups and provide a great variety of different types of services. They vary enormously in size, numbers of staff and volunteers, and budget. While some are constituted and may be registered charities, others are unconstituted, without trustees or formal governance policies or structures. Many cover a very localised geographical area. Others cover the entire borough.

The sector is characterised by a wide range of organisational structures, including a significant number of small unincorporated organisations, but more than half are registered charities.

Voluntary, community and faith organisations within Merton are a vital part of the social capital of the borough. They can be crucial in their ability to reach parts of the community that statutory service providers struggle to serve.

The range of client groups served is wide and diverse, with many organisations serving multiple groups.

This research identifies a pattern of rising demand for services which is set against a surprisingly positive view of how income will change in the coming years. Only about a third of respondents to our survey thought their income would decrease in the coming two years.

However this headline figure hides a situation in which many organisations feel they are spending more time looking for funding than in the past, and this is an area which gives significant numbers of organisations cause for concern.

Organisations seem on the whole happy with the quality and number of trustees, and there is a growing realisation that trustees can be recruited to fill specific roles.

Staff recruitment and retention presents difficulties for some organisations, with salary levels available quoted by some as a root cause of recruitment and retention problems. However volunteering is thriving in the borough.

Just over half of organisations said they use external support in some form or another, and those that do typically use it in a number of different areas.

Infrastructure support and collaborative working are areas which can work very well indeed for some organisations, but others say they can struggle to get a toehold and can feel excluded.

The organisations that took part in this research demonstrated high levels of resilience and optimism about future. Despite funding pressures, increasing demand and the need to change historic ways of working most organisations are rising to the challenge.

In order to steer their way forward to manage change, the research highlights the sector will need:

- Support and information to understand the changing policy, legislative and funding environment in which they operate
- Support to fundraise from public bodies, trusts and importantly unrestricted funds
- Support to work collaboratively to maximise opportunities for contracts and funding
- Support to maximise the social capital in the borough through volunteering and local business networks

Methodology

MVSC employed a team of experienced consultants to undertake this research. Each member of the team had previous experience of working with MVSC, and therefore an understanding of the voluntary sector within the borough.

Before the work began, the team worked with MVSC to agree an appropriate approach. The approach adopted was a mix of large scale questionnaire, one to one interviews and in depth focus group discussion.

Questionnaire. An online questionnaire was designed using the popular research tool Survey Monkey (www.surveymonkey.com). The survey was publicised to all voluntary, community and faith organisations on MVSC's extensive database. Several rounds of reminders were issued and there was some telephone follow up to encourage organisations in low response rate groups to complete the survey.

Paper copies of the questionnaire were posted to those organisations without an email address. We achieved an overall response rate of 17%.

Interviews and focus groups. We conducted semi-structured interviews with 13 organisations and held one focus group in which eight organisations took part.

The importance of Merton's voluntary sector

According to figures from the 2011 Census Merton has a population of 202,200.

We asked respondents how many Merton residents they supported or provided services to in the last year. The average number of residents was 1,757 per organisation, with 137,029 residents supported in total.

There are obvious dangers in factoring this figure up to the wider voluntary sector in the borough. It is likely that contacts with many individuals are multiple, and it is not possible to get reliable data on multiple contacts from voluntary organisations themselves. The UK Civil Society Almanac (NCVO, 2012) Illustrates the difficulties. It says research on charities shows that 39% of organisations serve up to 50 beneficiaries and extrapolates a beneficiary population across the UK of 125 million – double the actual UK population.

This in no way devalues the power of the numbers. The quality of life of an individual may be enhanced by multiple contacts with different organisations offering them a range of services, just as it may be enhanced if an individual has a single contact organisation.

The value of such contact will vary from individual to individual, and from service to service, and while it is outside the scope of this research to attempt to analyse that value, it was quite clear during our interviews and focus group work that this value exists and is a powerful motivator for many providers.

Merton's voluntary sector includes a number of long established and well respected organisations which deliver services viewed as vital by the service users. A general finding from talking to people during the course of this research is that there's a wealth of knowledge in the sector on a wide range of areas that extend into organisational management and change management, but that perhaps this knowledge is not shared as well or widely as it could be.

Merton Borough

Merton has a long history of positive partnership working. This is reflected by the number of Compact Awards the borough has won over the last ten years. The Merton Partnership remains an important platform through which organisations from all sectors work collaboratively. The importance and value of the voluntary sector is reflected by there being representation at all levels of the partnership structure.

Merton Council is committed to working with the voluntary sector, and to exploring new and innovative ways of commissioning services. In recent years, Merton Council has not cut funding to the voluntary sector. In fact, in real terms funding has increased. Certain service areas have experienced recommissioning to ensure services reflect new ways of working and local need. That the total spend has remained untouched bucks the trend of many authorities which have decimated voluntary sector funding.

Merton Council is also committed to retaining a diverse range of funding methods, including grants for the voluntary sector. Unlike other London Boroughs, Merton recognises the flexibility and creativity grant funding enables when compared to tendering.

Merton Clinical Commissioning Group (MCCG) launched in April 2013, taking over local healthcare commissioning from the Primary Care Trust (PCT). It is already firmly embedded in the partnership structures in Merton and is starting to engage positively with the voluntary sector. Despite funding pressures the CCG is endeavouring to sustain voluntary sector funding and will be exploring new ways to maximise opportunities for the voluntary sector to play a role in health commissioning in the future.

Working in partnership with Merton Chamber of Commerce, MVSC has developed a new initiative called Merton Means Business (www.mertonmeansbusiness.co.uk). This links businesses to voluntary organisations in order to maximise the social capital in the borough from the private sector. The initiative's success has been recognised nationally by NAVCA and is being used as a case study in some national research.

MVSC has also launched a new Community Fund for Merton Borough. Its aim is to develop new sustainable funding sources for local organisations and to provide a platform for private sector organisations, individuals and others to donate funds in the knowledge that the money will be used locally. This is already generating substantial new funding from regular individual giving and business investment through its links to Merton Means Business. Merton Community Fund is a long term development initiative that everyone involved hopes will generate new money to match investment from public bodies.

Due to further austerity measures, we fully expect that all local agencies will experience further budgetary pressures from 2015. This research aims to highlight the state of the sector at the current time but also the opportunity for it to play a greater role in meeting the needs of Merton's residents in the future.

Legal structures

Merton is not unusual in having a voluntary sector that is characterised by organisations with a diverse range of legal structures. Only 58.9% of respondents to our survey are registered charities, with a total of 19% either unincorporated or too new to have decided on a structure.

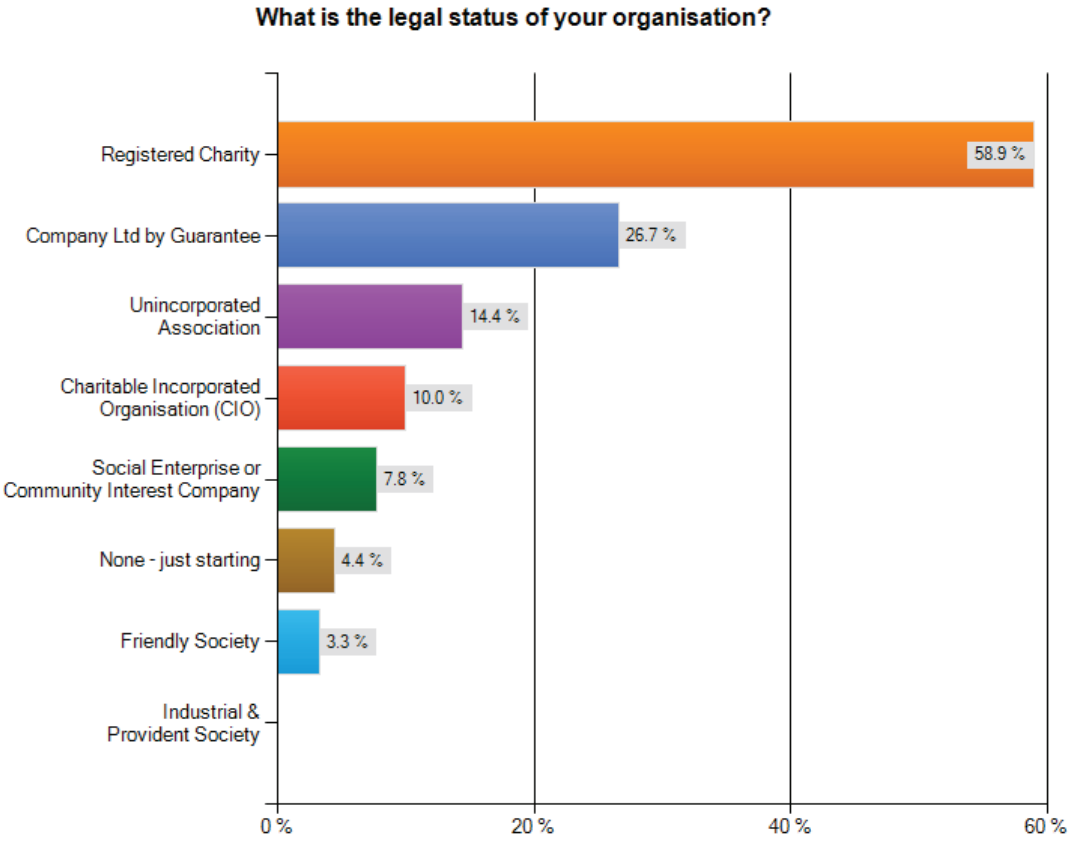


Figure 1: What is the legal status of your organisation?

The relatively large number of unincorporated organisations and organisations with no formal legal status presents any local authority with some specific challenges, and Merton is no exception. Smaller, unincorporated organisations can be hard to reach, peripatetic in nature, and difficult to support. But they can also be vibrant, lively, and with the potential to grow into structured, constituted, and valuable organisations.

Services, client groups and demand patterns

Merton's voluntary sector is characterised by organisations that work with a wide range of client groups and communities. Our questionnaire asked organisations to specify their client groups and the results illustrated this diversity.

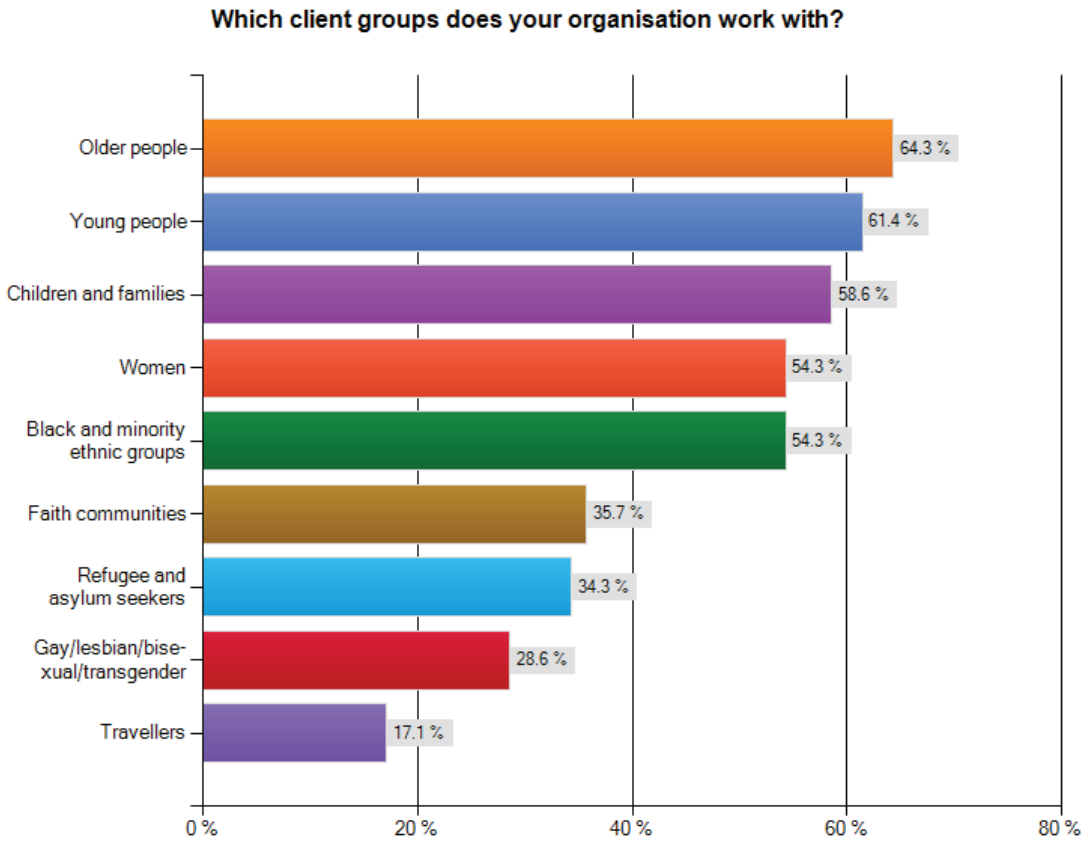


Figure 2: Which client groups does your organisation work with?

Analysis of the client groups we specifically asked about shows that a significant number of organisations focus their attention on a single client group. However, the range of client group served is broad, with a number of others offered by groups beyond those we specifically asked about.

In addition many of the organisations we questioned who did not specifically say they served any of the client groups we identified or any others, giving instead responses such as "anyone interested", "local residents", "any and all", and "general public".

All of this paints a picture of a voluntary sector that is broad in its scope, with organisations working across a huge range of areas and providing multiple services. For example organisations providing services to clients with learning disabilities may also provide support with transport, arts and leisure, campaigning employment and lifelong learning. This suggests that organisations develop services to meet client need, fill gaps, and be responsive to historic changes in public policy.

Most organisations said they give information and advice in some form. This is to be expected. It is inevitable that those people who use a voluntary or community organisations may bring a range of questions they perhaps find difficult getting resolved by other means. The sector has always had a huge role in signposting and advocating for their clients to ensure they receive the support and information required.

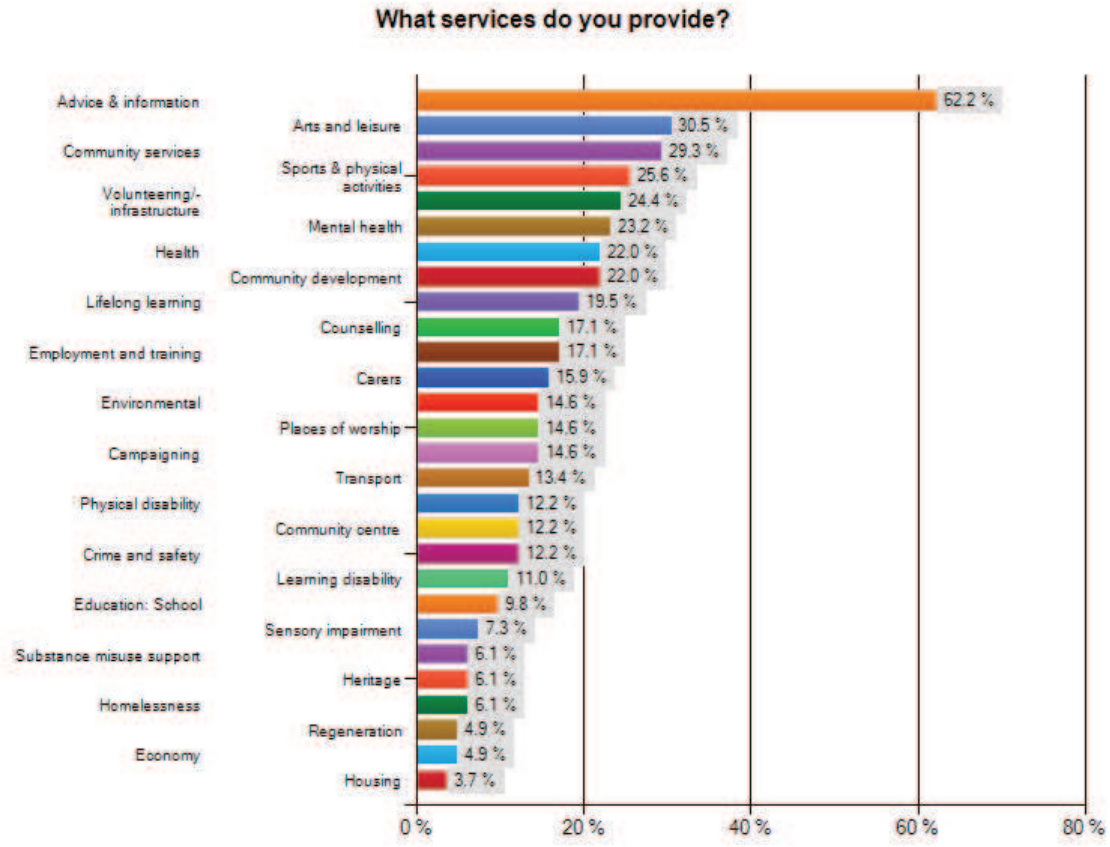


Figure 3: What services do you provide?

The sector tends to work with vulnerable groups so it comes as no surprise that the demographics of our respondents do not closely match those of the borough as a whole. Analysis of our survey results compared with data from the 2011 Census suggests that 58% of our respondents work with children and families, children representing 19% of the population, 61% work with young people who represent 20% of the population and 64% work with older people who represent 12% of the population.

More than half (62.1%) of the organisations surveyed said there had been an overall increase in demand for their services, with a very small proportion (10.3%) reporting a decrease in demand. This compares favourably to Londonwide figures, where 82% of organisations have seen an increase in demand for their services (The Big Squeeze 2013: A fragile state, Phase 5, November 2013, LVSC).

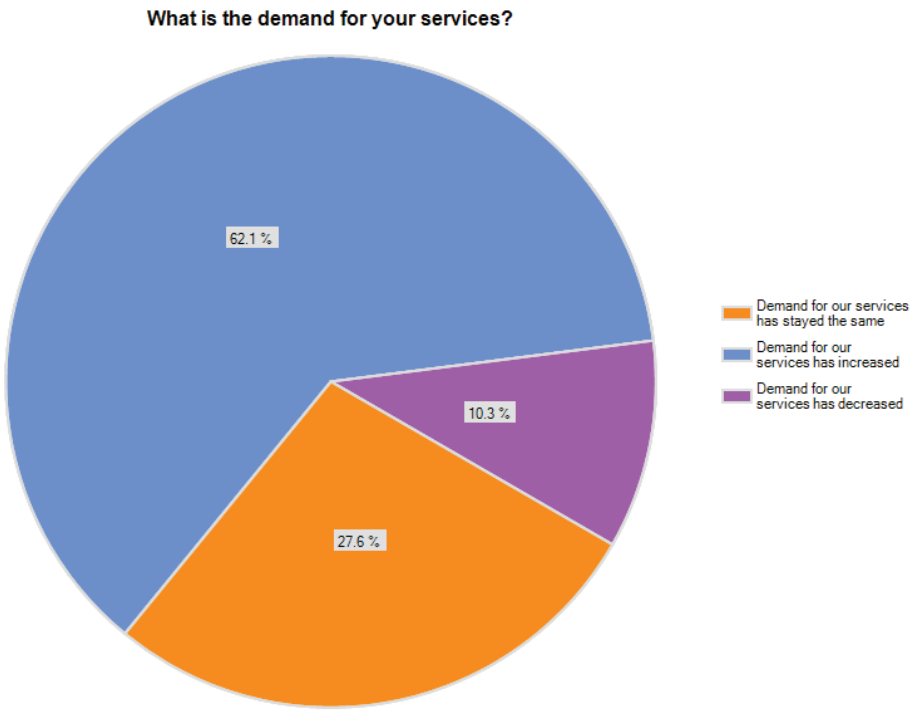


Figure 4: What is the demand for your services?

Of those saying that demand had increased 14 also reported a decrease in income while of those who reported that income had decreased 14 were also hoping to expand their services. In total 47 organisations were hoping to expand. This indicates a determination in Merton's voluntary sector to find ways to meet need in spite of the very real challenges many organisations face.

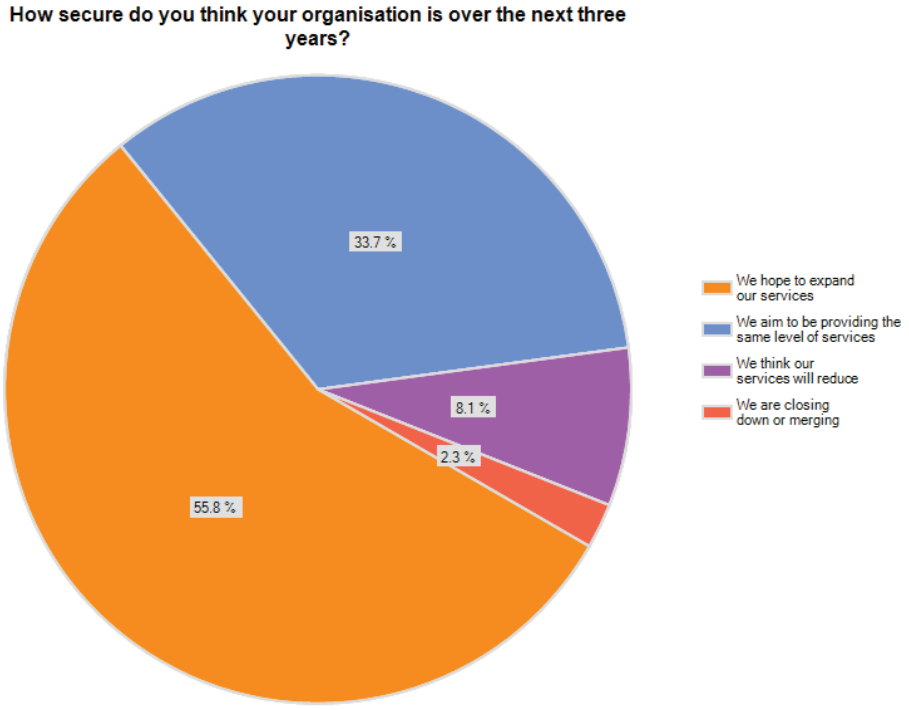


Figure5: How secure do you think your organisation is over the next three years?

Funding sources and issues

While Merton has a small number of organisations with incomes over £1m the vast majority have less than £100,000 and 42% have incomes below £10k. While getting good value for money is important for any organisation, those with lower incomes likely face this challenge keenly.

The UK Civil Society Almanac (NCVO, 2012) says that 54% of the UK's voluntary organisations have an income of under £10,000, with a further 31% having an income below £100,000. In Merton our research shows the figures are 42.3% with an income below £10,000 and a further 31.8% with an income below £100,000. This comparison shows that the breakdown in Merton is similar to that of the national profile.

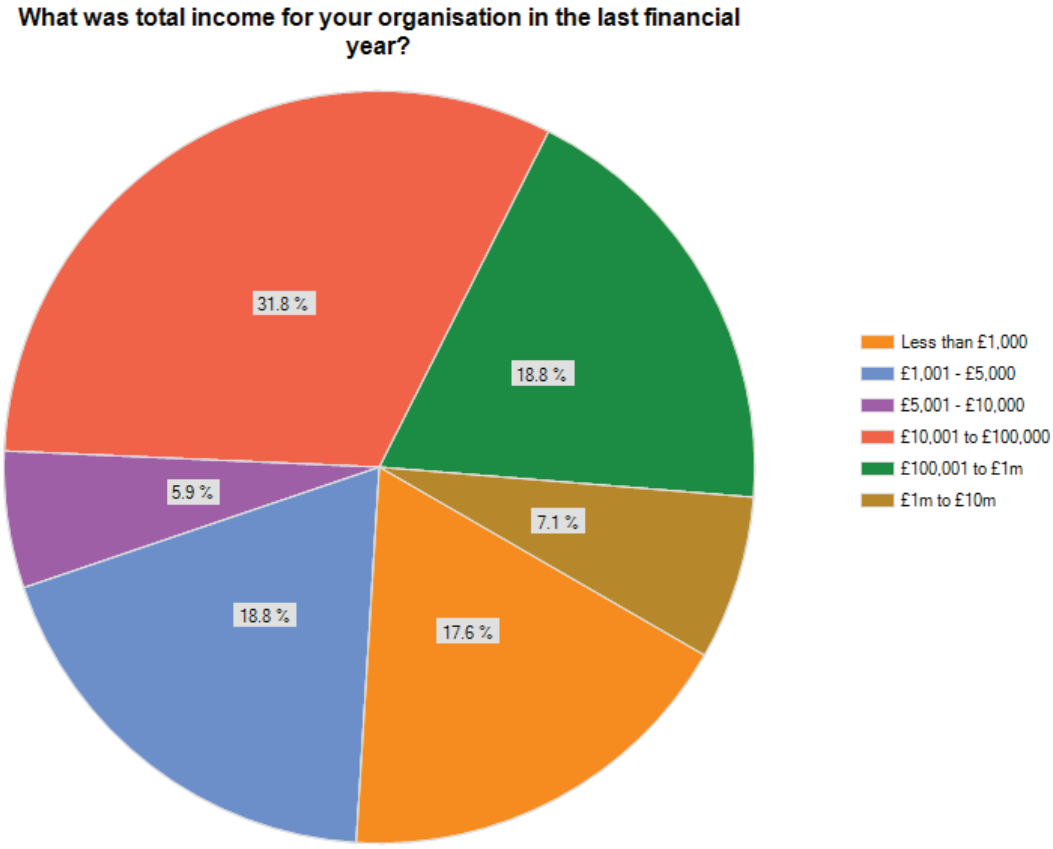


Figure 6: What was total income for your organisation in the last financial year?

However the borough also has a number of larger organisations with income and expenditure exceeding £1m. NCVO's online analysis of the voluntary sector in Merton, which focuses on Charity Commission data, identifies six such charities (http://data.ncvo-vol.org.uk/areas/merton/top25).

The London Borough of Merton is a key source of funding for organisations in the sector, providing some funds to almost half (46.8%) of respondents to our survey.

A wide range of additional funding sources is used and the variety illustrates in part the resourcefulness of the sector to tap into available sources both local and national.

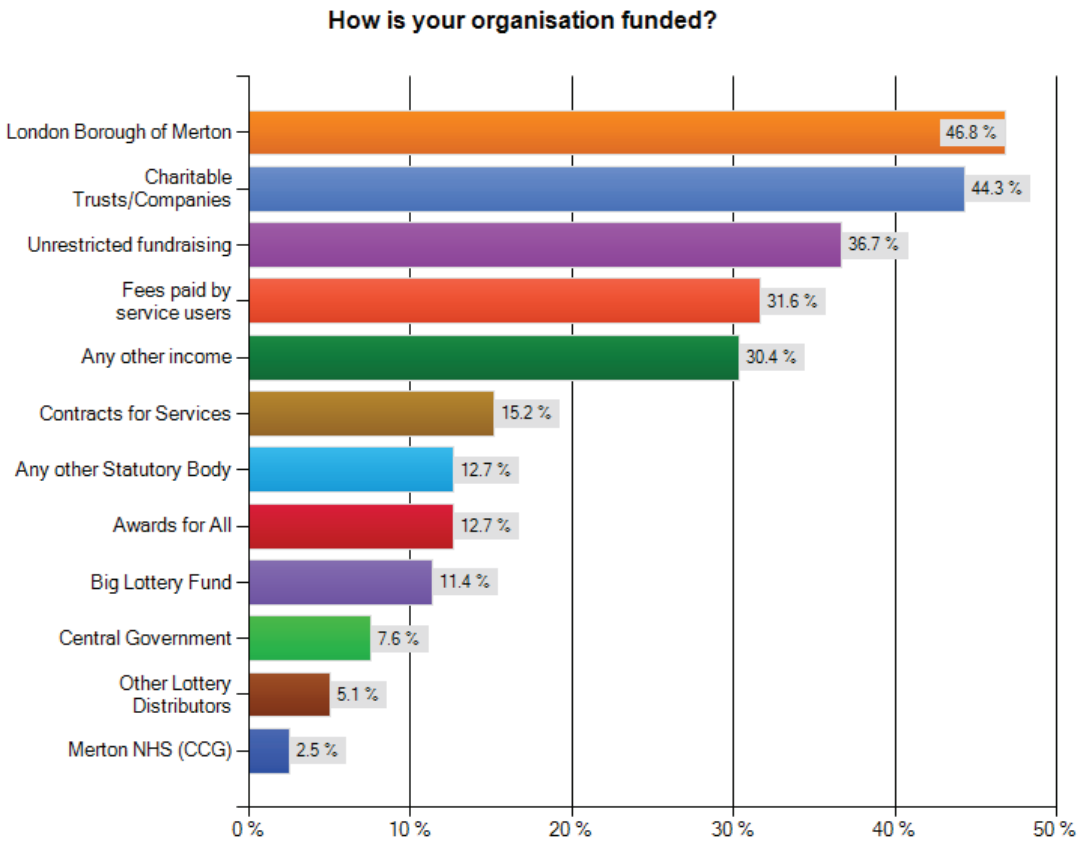


Figure 7: How is your organisation funded?

It is important to note in this context that 30% of organisations reported 'other' sources of income and the range of sources mentioned was diverse, It included formal grant makers, membership fees and donations. The range reflects the wide span of different activities undertaken by voluntary organisations in Merton and also a willingness to think laterally about income. Sources mentioned include:

Community café
National Trust
Arts Council England
Age UK
Donations
Merton Priory Homes
LiveWell
Room hire
Thames Water
Sponsored events
Subscriptions

Further illustrating the diversity of funding sources of Merton's voluntary sector is the way organisations are willing to use multiple sources to fund their activities. We asked respondents if they used a range of different funding sources and allowed them to add more to the selection we provided. We found that while around a third of organisations had just a single funding source, many resorted to multiple providers.

Number of funding sources	Percent of organisations
9	1.12
8	1.12
7	2.25
6	3.37
5	8.99
4	13.48
3	10.11
2	30.34
1	29.21

Figure 8: Number of funding sources used by organisations

We did not categorise funding sources, so that service user charges, grant funding, and gifts were all equally weighted. However, the figure shows that just short of a third of organisations (32.58) use three, four or five funding sources.

Obtaining funding from multiple providers is a healthy sign. It is well known that having few funders makes organisations vulnerable to factors outside their control such as funders' policy changes, reductions in money available for distribution or even complete withdrawal of funds.

However, during interviews a number of organisations pointed out that they can spend a considerable amount of time working on fundraising, often looking for small amounts from a diverse range of sources. Some feel the time spent reduces the amount of time available to provide services, give support to staff and volunteers, or otherwise develop their organisations.

The need to spend time seeking funding while also delivering services and developing organisations is a 'Catch 22' which many of our interview respondents recognised. There is a need for affordable, high quality fundraising support services to help organisations find the right balance and work efficiently when seeking funds.

Notwithstanding these concerns, when asked directly whether they expected income to increase, stay the same or decrease over the coming two years 29.1% said they expected it to increase, 38.4% thought it would stay the same and a 32% thought it would decrease.

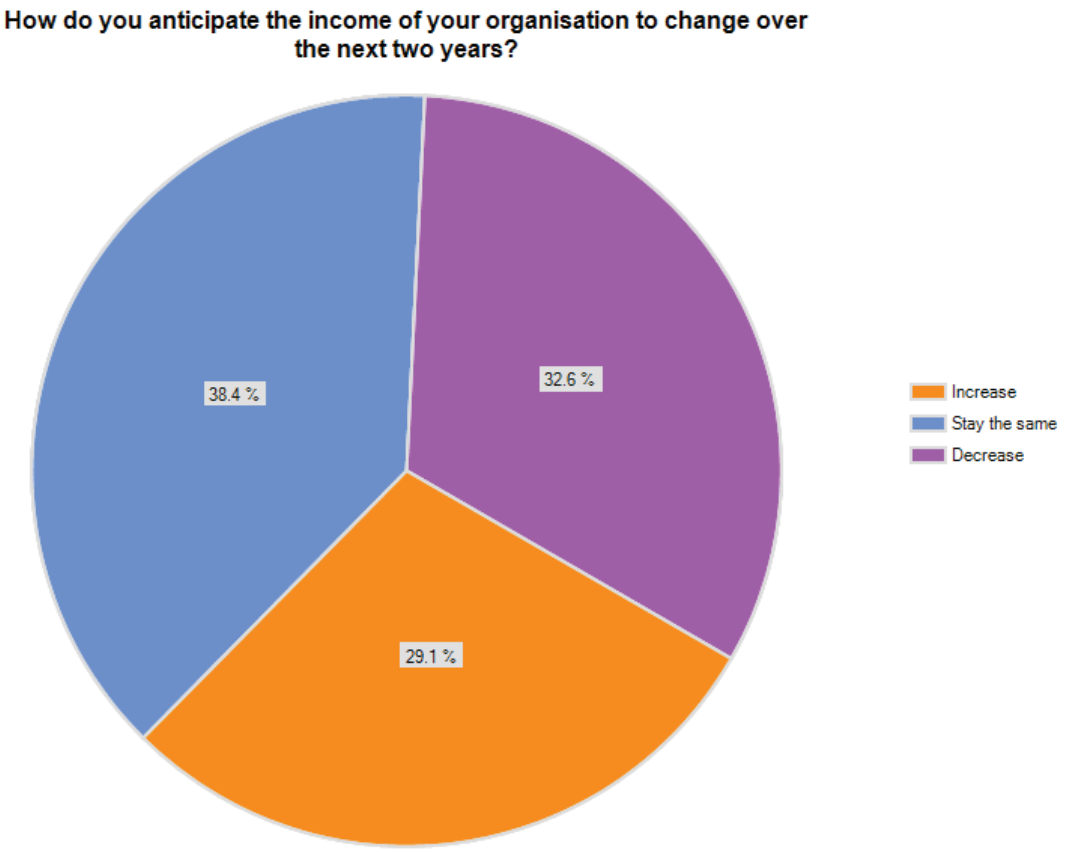


Figure 9: How do you anticipate the income of your organisation to change over the next two years?

For some organisations a decrease in available funding comes alongside an increase in demand for services. We heard in a number of interviews from organisations saying they were trying to achieve more with less funding.

The decrease in funding, along with expectations from partners in the public sector that the voluntary organisations can play a larger role in delivering public services gives some cause for concern. All those involved in supporting the local voluntary sector need to try hard to ensure that Merton's voluntary sector has the capacity to increase its role as well as maintain robust governance and management.

With a sector characterised by many small and often volunteer led organisations, MVSC and partners involved in the development and nurturing of Merton's Voluntary sector need to realistic about what can be delivered in the short term.

While there is some movement in some parts of the sector to try to recoup money by charging service users, in general this is fairly strongly resisted as a way of working. Many organisations rationalise that their clients have less money at the moment and so are less able to pay for services. While individual charges might be small, over time these cumulate and can cause problems for people on tight budgets. We would also add that the cost of

recouping charges for services may be greater than money collected and/or add an administrative burden, making this a tactic whose viability can be suspect.

Despite gloomy predictions the picture in Merton is more positive than in London as a whole where 51% of organisations reported a reduction in the overall funding in 2012-13 and 27% closed services over the year, with a further 23% of service closures predicted in 2014-15 (The Big Squeeze 2013: A fragile state, Phase 5, November 2013, LVSC).

Volunteers, staff and trustees

Volunteering is alive and thriving in Merton. More than 94% of the organisations we surveyed use volunteers to help deliver services. In fact, considerably more organisations use volunteers than have paid staff – just 56.3%.

The total number of volunteers engaged with organisations responding to our questionnaire survey was 7739.

Volunteers are involved at all levels and are seen as a key element of the social capital within communities. Organisations in our survey had an average of seven people volunteering on their committee and 63 organisations used between one and 49 volunteers.

There is an abiding concern that organisations which find themselves in difficult circumstances might use volunteers in place of paid staff. We have found that in Merton this is not the case, with the overwhelming weight of opinion among organisations we interviewed strongly against that practice.

We have noted that just 56.3% of organisations we surveyed use paid staff. Of these 21.8% reported staffing increase over the last two years and 16.1% reported a decrease.

During our interviews some organisations reported experiences of difficulty recruiting paid staff. Inability to pay high salaries was often thought of as a barrier to recruiting the highest quality staff. Our interviews included comments regarding their needs to freeze salaries hampering recruitment, and of generally low salaries making it difficult to recruit and then retain staff.

Trustees are vital for any voluntary organisation. They can provide important strategic support, and make decisions about the immediate, short term and long term work and aspirations of an organisation. In many organisations, and particularly in smaller ones, trustees are involved in delivering services as well as in managing the organisation. On average organisations in our survey had seven committee members.

The vast majority of our interviewees said they had changed their recruitment practices with regard to trustees in recent times. Although not all had undertaken a formal skills audit, some which had not indicated that they planned to. In general organisations were becoming much more aware of where they had skills gaps among trustees and were actively recruiting to fill those gaps or had plans to do so.

In general organisations now expect more of their committees, particularly in regard to good governance, planning and strategy and delivery.

Organisations we spoke to in interviews indicated that they are much more willing to interview for trustee roles than they have been in the past in order to ensure they fill skills gaps and recruit to their requirements.

As a result of being more proactive in seeking trustees organisations we interviewed tended to feel their trustees were stronger than in the past. They also expected more of trustees by way of knowledge, commitment and work. Inevitably these points should lead to improvements in governance.

There was some evidence that the quality of people coming forward to be trustees has changed in recent times, with people looking to use trusteeship of a voluntary organisation as an important experience element of a CV.

While voluntary organisations can differ in some specific areas of expertise sought from trustees, a number of skills remain quite consistent. Among those mentioned were financial management, fundraising, marketing and publicity, IT skills and legal.

While many organisations we interviewed felt they had a full complement of competent and able trustees some organisations continue to face difficulties recruiting trustees. User led organisations can face particular issues. One organisation we interviewed pointed out that the shift from grant funding to contracts can make potential trustees wary because of different legal responsibilities.

Trustees often need to make complex decisions about reconfiguring services and staffing structures. This requirement can come as a surprise to trustees who may not have anticipated it or who may feel the skills required are outside their competencies and/or remit. Nonetheless, where this came up in our interviews and focus group the feeling was that trustees coped well.

Whereas service development and expansion generally have a positive impact on service users, staff and trustees the opposite is understandably often true of downsizing. During our interviews, even those organisations which had undergone major change commented that their trustees were supportive during such difficult times.

External support

Just over half of our questionnaire respondents said they used external support to help with areas like governance, management and organisational sustainability. Not surprisingly, those with lower incomes were less likely to seek external support. This is concerning as smaller organisations are less likely to have in-house expertise available.

When we looked deeper we found that those organisations that did access external support did so in a number of different areas. This would suggest either that once organisations start to seek external support they recognise its value or that those organisations have the skills and knowledge to gain access to external support and use those to meet a variety of needs. It is of course likely that both these statements are true.

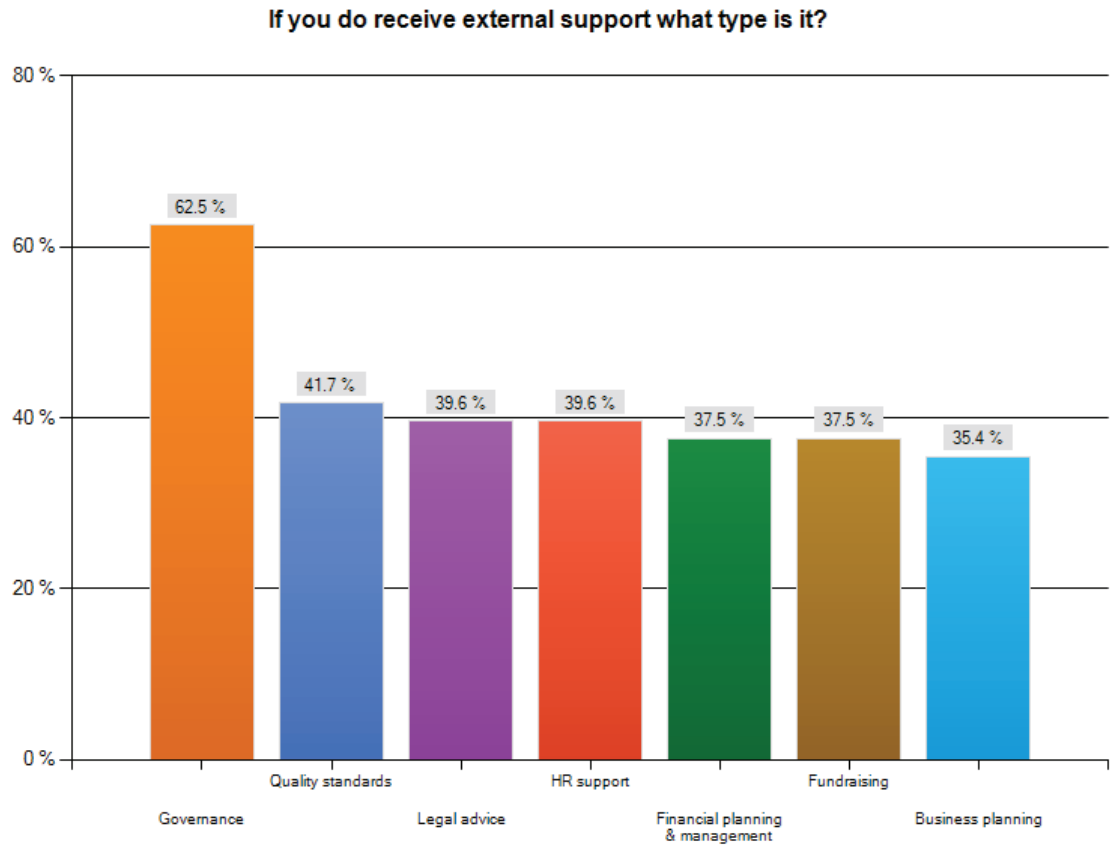


Figure 10: If you do receive external support what type is it?

Infrastructure support and partnership working

Organisations in the survey seem broadly well informed about infrastructure support services that are available and are generally positive about their working relationships not only with sector support bodies such as MVSC and the local authority but also with other voluntary organisations, other public bodies and local businesses.

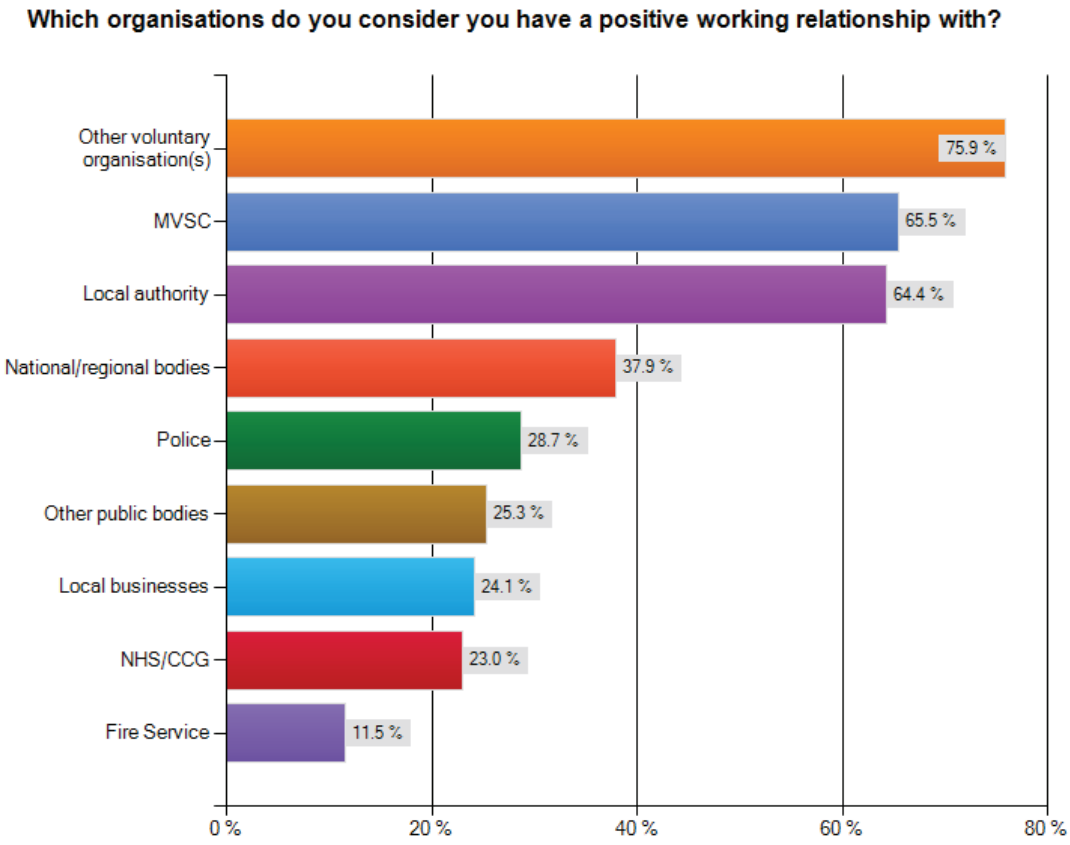


Figure 11: Which organisations do you consider you have a positive working relationship with?

Organisations generally felt well supported by MVSC. Only 'other organisations' were scored more highly in terms of a positive working relationship.

It is encouraging to see organisations rate others so highly. Peer support is an important aspect of voluntary organisations' being embedded within the local community, and is conducive to the sharing of ideas and good practice. It can also help with ensuring service delivery is not duplicated.

We asked our interviewees what support services they might find useful. Among those identified were:

- IT support
- HR advice and support

- Financial management advice and support
- Ways to help the sector share more, for example by offering more networking opportunities

Some of our interviewees felt they struggle become part of the ‘club’ that provides access to networking, support and other externally provided infrastructure services. Often this seems to be a result of lacking resources (often simply lacking time) to become involved, and not knowing the ‘language’ of the sector.

However, countering this, others said they felt the sector in Merton is strong, and put this down in no small part to partnership working and the success of the Compact.

Some organisations we interviewed felt they lacked the time to attend all the various networking events on offer which looked as though they could be relevant and interesting. It was felt that more clarity on the aims and outcomes of events would make it easier to decide which events were, and which were not relevant for them.

Some respondents expressed a view that organisations were ‘hunkering down’ after losses in funding, and were reluctant to network and share ideas in case others ‘stole’ there ideas. However we also heard views that sharing ideas and networking helped organisations focus on core activities, dovetail their work with others and not duplicate work taking place elsewhere.

Despite these apparently conflicting views, collaborative working and delivering services in partnership with other organisations seems popular with 53% saying they deliver services in partnership with anther organisation.

Importantly the general view on collaborative working and partnership within Merton is positive, with 58% being in favour.

Our focus group brought out the view that generally there is closer working with other organisations than previously when it comes to the delivery of services. In particular participants noted that outreach work is being delivered using other organisations premises.

Another view on this topic from the focus group was again funding related: that the amount of joint working ebbs and flows according to funding availability. Interestingly the difficulty seems to be felt most acutely if organisations are delivering complementary services rather than working with similar client groups. We might speculate that this is because relationships among organisations working with similar client groups are better developed.

We asked our interviewees to identify barriers, challenge and advantages to collaborative working. The biggest challenge reported by those who had developed, or tried to develop joint services was that forming and managing partnership work was very resource intensive and that this cost was underestimated by agencies that promoted partnership working.

Other advantages to collaborative working identified included:

- Cost saving
- Raised profile
- The community benefits
- Greater impact and stronger voice than when working solo

- Reduce duplication of service provision
- Sharing resources for example staff expertise
- Opportunities to test ideas

Other barriers and challenge to collaborative working identified included:

- Lack of trust of potential partner organisations
- Lack of vision about how good organisations can be if they work together
- Can remove focus from the provision of core services
- Balancing organisational objectives
- Can be more resource intensive than it seems from the outside
- Can take considerable effort to manage

Networking was identified by a number of our interviewees as important. Its value ranges from simply being able to talk through concerns to identifying potential partners for collaborative working.

Some felt that while opportunities to network did exist these were not necessarily designed in the best ways to encourage formal, semi-formal or informal networking.

Examples of feedback from interviewees includes:

- Receiving invitations to lots of meetings, but these being structured in an unhelpful way or about topics from which it was difficult to see a real value for the organisation
- Meetings being structured around the requirements of external bodies such as the local authority, and taking a top down approach rather than being focused on the needs of organisations
- It being difficult to justify time to attend external events when the pressures of working within the organisation were high
- Meetings often being focussed on information giving (being ‘talked at’), rather than information sharing and true networking with peers

Looking at the future

It is interesting in the context of the financial difficulties which characterise much discussion around the voluntary sector today that nearly 40% of the organisations we surveyed believe their income will remain the same over the coming two years and only a third think it will shrink (Figure 9, p16).

When it comes to service delivery over half of organisations hoped to expand their services (55.8%). Only 8.1% expect their services will shrink, with a further 2.3% anticipating closure or merger (Figure 5, p12).

These two findings suggest a voluntary, community and faith sector within Merton that is broadly thriving and positive about its future.

When we asked our questionnaire respondents what they thought the key challenges for the future were funding featured heavily, but also significant were areas such as identifying new opportunities and keeping up to date with change. In many respects these are perennial concerns rather than being specific to the current climate. The vast majority of organisations reported multiple challenges.

Figure 12: What are the key challenges facing your organisation in the future?

Of those organisations interviewed that had lost funding, most had taken or planned to take a strategic view of this by reconfiguring their services and structure to best meet need within their remaining resources.

When we asked our interviewees whether they had considered a merger or takeover in order to protect their organisation we got very mixed responses. Some had considered such a move, some had been through such a move, and others were very clear they would never consider it and would rather close.

There was a concern that loss or closure of services might provide a short term gain but have longer term negative consequences including additional costs to the NHS and long term social care, plus potentially an increase of workload for unpaid carers.

Conclusions and recommendations

Funding and fundraising

While organisations appear in general to be confident of their funding situation, with just 32% anticipating a fall in funding over the coming two years, the detailed funding pattern is complex. We found a wide range of funding sources being used, and many organisations telling us they spent time applying for relatively small funding sources, with drains on time both at the application point and later with regard to monitoring and/or reporting. There is always room for more support in identifying sources of funding and putting together applications.

> **MVSC is exploring new ways of offering fundraising support to local organisations to respond to this need.**

Networking

Working collaboratively is increasingly vital if local organisations want to maximise funding opportunities. This particularly applies to small groups. Many commissioning opportunities do and will increasingly require a range of providers to work together. To enable the voluntary sector to respond to this agenda, organisations highlighted the desire for more opportunities to network so they can share knowledge and experience. Networking can be a very useful by-product of other activities such as training provision.

> **MVSC is launching a new seminar, training and workshop programme for 2014 to enable greater networking. This will be in addition to the existing Involve Network that will see a refreshed format from March 2014.**

Volunteering

Volunteering is thriving in Merton, with more organisations in the borough using volunteers than paid staff. However there is scope to increase volunteering and maximise local social capital. The Merton Partnership's Volunteering Strategy demonstrates a commitment to doing this and over the next year there will be a range of interventions to encourage and stimulate active citizenship in the borough.

> **MVSC is working with Volunteer Centre Merton to ensure support for volunteers and organisations that engage volunteers is sustained and the gateway to support is more accessible.**

Trustees

Having high calibre trustees is crucial for a voluntary organisation. Our research suggests organisations are learning more about recruiting trustees for specific roles. Infrastructure organisations such as MVSC and Volunteer Centre Merton (VCM) can support this by helping with practical areas such as identifying need, developing role descriptions and recruitment and interview practices. In addition MVSC can help make the wider community aware of opportunities for individuals to become trustees, and of the personal benefits such roles can bring to people.

MVSC has ensured that promoting becoming a trustee is a core objective in the Volunteering Strategy and there will be a range of activities in 2014 to increase numbers.

Support, training and information provision

About half of respondents said they used external support to help with areas like governance, management and organisational sustainability. The research uncovered a trend for organisations that use external support in one area to use it in others, suggesting that once its value is understood, it is exploited. This is positive for the organisations that have got the message, but those that have yet to take advantage may be missing out.

MVSC is currently strategically reviewing its services and approach. This will see some exciting new development in the coming year, and ensure MVSC is best placed to meet the needs of local voluntary organisations in a changing environment.

Future planning

Voluntary, community and faith organisations have to look towards the future and the development of their services. Organisations identified a number of areas of particular importance in this context. While funding was the standout area identified, significant emphasis was also placed other areas including governance, service delivery models and diversifying the funding base.

MVSC will refine its support and information to ensure voluntary, community and faith organisations are provided with more guidance on reviewing their operational model to ensure it is fit for purpose in a rapidly changing environment.

Grants and Commissioning

Merton Council still offers grants to its voluntary sector. Many authorities have moved to a total tendering model but are starting to realise that grants and commissioning through service level agreements offers more flexibility and the opportunity to work with providers to develop innovative and locally responsive models of working. The London Borough of Merton should retain its grant funding for the sector as part of a portfolio of funding methods.

Annex: Interview respondents and focus groups

In addition to those who responded to our questionnaire, we would like to extend particular thanks to the organisations which submitted to interviews and took part in focus group discussion.

Ahmadiyya Muslim Association UK (Baitul Futuh Mosque Morden)

Age UK Merton

Association for the Polish Community

Cardiac Exercise Club SW19

Carers Support Merton

Commonside Community Development Trust

Crossroads

Deen City Farm

Focus 4:1

Grenfell Housing and Training

Home Instead Senior Care

Merton and Morden Guild

Merton and Wandsworth Asylum Welcome

Merton Centre for Independent Living

Merton Mencap

Merton Network

Merton Seniors Forum

Merton Vision

My Voice London

Positive Network

St Marks Family Centre

Sustainable Merton

Wimbledon Guild

The Voluntary Sector in Merton 2013

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Committee: Health and Wellbeing Board
Date: 25 March 2014

Agenda item:

Wards: All

Subject: Merton Community Health and Wellbeing Fund – Progress Report

Lead officer: Ian Beever, Chief Executive, MVSC

Forward Plan reference number:

Contact officer: Beverley Burton, MVSC

Recommendations:

A. To note the progress in the delivery of the Merton Community Health and Wellbeing Fund in East Merton.

1. Purpose of report and executive summary

To inform members of the Health and Wellbeing Board of the progress in the delivery of the Merton Community Health and Wellbeing Fund in East Merton.

2. DETAILS

Background

2.1 In November 2011 the Shadow Health and Wellbeing Board was awarded £315,000 from the Performance Reward Grant Fund, to set up a grants programme for health and wellbeing projects in the east of Merton. The fund is being delivered using compact-approved application packs and decision-making processes. The fund is administered by MVSC with decisions being made by a multi-agency panel.

2.2 The fund was launched in May 2012 at a specific event chaired by the council leader and attended by over 70 organisations with follow up publicity on Merton Connected.

Year One

2.3 A total of £70k was available in Year One and the maximum grant to an individual organisation was set at £10k for projects lasting up to 1 year. Although oversubscribed, few applications met the criteria – just £35,780 was awarded in July 2012. A list of funded groups is attached as Appendix 1.

2.4 A second round launched in October 2012 and 14 applications totalling £81,614 were received. The panel approved 7 grants totalling £39,220 and the Year One fund was committed. A list of funded groups is attached as Appendix 2.

Year Two

2.5 In May 2013 Round 3 was launched with a total of £105k available in the Fund as an extra £35k was added by the PCT. The panel met on 25th July to consider the 8 applications received totalling £60,237. 5 were successful and £31,813 was awarded leaving a balance of £68,187 to be spent. A list of funded groups is attached as Appendix 3

The criteria was looked at but considered to be broad enough however, due to the disappointing number of applications received in Round 3 MVSC Development Worker carried out some outreach, to target specific groups to work up projects that will fit the criteria well.

Round 4 received 17 applications totalling £108,395. The panel met on 11th December and awarded 9 groups a total of £63,206 leaving a rollover of 4,981.00. A list of funded groups is attached as Appendix 4

Monitoring

2.6 Monitoring of groups funded in Round1 has now taken place and members are asked to note that all the groups visited so far have reached or exceeded their delivery targets and have used the funding well. There are still 3 groups that have not completed monitoring forms but this was due to their start dates being delayed due to compliance of grants conditions not being met, or changes in circumstance.

2.7 I am currently monitoring Round 2 applicants and apart from 2 groups, who I have not yet been able to contact, all have either been visited or I have received the monitoring information requested.

Next Steps

2.7 There is an aspiration to attract further external funding to sustain the fund long term, to support the voluntary sector to deliver Community Plan priorities. This work was taken forward through the Transforming Local Infrastructure (TLI) project led by MVSC.

2.8 On 17 May 2013 local businesses, charities and public bodies came together to launch a pilot of the new Merton Community Fund which encourages local giving either via donation or via a regular standing order – just £1 a month from every household would generate almost £1 million a year of new money. The council has agreed to promote this new Fund amongst their employees and we hope to encourage others to do the same.

A formal launch was held at Cannizaro House on 5th September which was coupled with a press campaign. Round 1 of Merton Community Fund will be launched this year.

2.9 MVSC is also involved in the development of United Way London which links global corporate companies with local communities. This scheme was launched last year at the Tower of London and has already generated

enormous interest with initial London wide priorities being agreed as Youth Employment and social isolation.

3. Alternative options

None for the purpose of this report.

4. Consultation undertaken or proposed

None for the purpose of this report.

5. Timetable

As set out in the report.

6. Financial, resource and property implications

None for the purpose of this report.

7. Legal and statutory implications

None for the purpose of this report.

8. Human rights, equalities and community cohesion implications

The East Merton Community health and Wellbeing Fund is targeted at tackling health inequalities.

9. Crime and Disorder implications

None for the purpose of this report.

10. Risk management and health and safety implications

None for the purpose of this report.

11. Appendices – the following documents are to be published with this report and form part of the report

List of successful applications in years one and two – Rounds1, 2, 3 & 4

12. Background papers

None for the purpose of this report.

Appendix 1: List of funded groups – Year One 1st Round July 2012

Organisation	Outputs/Outcomes	Amount Awarded
Alzheimer's Society - Sutton & Merton Office	To co-ordinate and facilitate a 3 hour monthly dementia cafe for up to 40 people living with early to moderate dementia and their carers, providing information, activities and social interaction.	6,904
Jigsaw4U	To provide staffing hours to deliver a grief support service including initial assessment, 1:1 work, peer group support and referral to other agencies for 10 children and young people.	7,000
Merton & Morden Guild of Social Service	In partnership with the Merton African Caribbean Elders Organisation, to deliver 2 x 12 week specialist exercise courses for stroke survivors with 40 follow on exercise classes for up to 16 people who will then be encouraged to participate in other community activities.	5,128
Merton BMX Club	To pay for the start up costs of a new BMX club to operate at the new track in Acacia Road. The Council are working with British Cycling to support the formation of the club which will be run by local volunteers and will provide equipment and track time for up to 48 young people each week.	2,000
St Mark's Family Centre	To run 10 x Food-Fit-Fun sessions during school holidays focussing on healthy food awareness in a fun accessible format for parents who are suffering from mental health issues and their children aged 6 - 12. Providing a crèche for under 5's to support the activities	5,167
South Thames Crossroads	To provide a six week x 1 hour a week life coaching course for 50 carers to enable them to develop the life skills to cope with the reality of their situation and provide coaching training sessions for 12 volunteers.	5,000
United in Dance	To provide 4 street dance classes a week over 36 weeks for children and young people and a level 2 Dance leaders Award accredited through Sports leaders UK, offered to 12 over 16 participants to enable them to teach dance in the community.	4,581
	Total	**35,780**

Appendix 2: List of funded groups – Year One, 2nd Round, December 2012

Organisation	Outputs/Outcomes	Amount Awarded
Association for the Polish Family	To provide information and advice to enable members of the Polish community to remain healthy. To employ a part time outreach worker to provide appropriate cultural and linguistic support around alcohol misuse and domestic violence with the aim of raising awareness of healthy living and increasing the reporting of domestic violence	6,150
Cardiac Exercise Club	To establish opportunities for residents in the east of Merton with cardiac and chronic obstructive pulmonary disease (COPD) to engage in supervised exercise activities leading to improved sense of well being, physical stamina and health	1,483
Colliers Wood Resident Association	To create a community garden on unused land which will provide weekly gardening activities and give opportunities for local residents and their families to learn about growing, cooking and preserving organic fruit and vegetables and increase healthy activity and healthy living	1,000
Jeremiah Project	To extend a monthly healthy breakfast club currently held at a temporary accommodation venue in Mitcham, to schools, community events and other sheltered accommodation. Funding also wanted for the salary of a parish nurse who attends the sessions and offers health checks, advice on healthier eating, holistic health care and makes referrals to other agencies.	3,500
Merton & Wandsworth Asylum Welcome	To deliver healthy multi-ethnic cooking sessions for refugee and asylum seeker families, culminating in the production of a recipe book. To take families to new outdoor spaces to encourage participation in physical activities.	6,800
Mitcham Cricket Club	To enable more local girls and boys to regularly participate in cricket sessions and to develop a girls squad. To enable more adults and children to coach and play cricket by developing their coaching capacity and providing winter, indoor training facilities.	4,772
North East Mitcham Community Association	To provide 48 weekly falls prevention exercise classes incorporating extended chair based exercise and cardiac rehabilitation and 48 social sessions, leading to a reduced risk of stroke, diabetes and high blood pressure.	6,000
South London African Women's Organisation	To provide a series of health and wellbeing workshops and seminars for BME women living with HIV. Also to arrange visits to walk in clinics and A & E departments, to reduce fear and understand the way they operate.	5,000
South London Tamil Welfare Group	43 drop-ins for Tamil elders including keep fit sessions, plus workshops to raise awareness of health issues in partnership with Merton & Sutton PCT and Livewell to improve health and well being.	4,515
	Total	**39,220**

Appendix 3: List of funded groups – Year Two, 3rd Round, July 2013

Organisation	Outputs/Outcomes	Amount Awarded
Age UK	To create and run a sustainable programme of health and wellbeing focused activities for older people in east Merton including: gentle exercise, dance based groups, walking, board games and quiz & mental agility sessions. The sessions will reduce isolation, improve sense of wellbeing and motivation and provide a gateway to other opportunities and support.	9,640
Deen City Farm	Four multi-week pilot projects designed around the Five Ways to Wellbeing framework, two with local schools and two with adults. The projects will use interaction with animals and nature to enhance emotional literacy. The adult programme would include a heavier focus on healthy eating, physical activity through volunteering and learning new skills.	2,992
Ethnic Minority Centre	A series of workshops to promote healthier physical and mental lifestyles to east Merton communities, including 12 yoga sessions for older people, 12 dance sessions for young people, 12 multi-cultural music sessions and 4 'Live Well' sessions delivered in conjunction with LiveWell, SWL Recovery College and the NHS.	4,380
Personal Independence Support CIC	Provide young people aged 11-16 years of age, who have experienced domestic and sexual violence with support groups and drop in sessions to enable them to break destructive damaging cycles that are often embedded across generations.	6,680
St Mark's Family Centre	To develop, run and maintain a web based support forum for parents who are unable to get on-going support and do not meet statutory mental health thresholds. Supported and regulated by a qualified mental health support worker, the forum will enable members to access support at any time and lead to increased mental health resilience and improved coping strategies.	8,121
	Total	**31,813**

Appendix 4: List of funded groups – Year Two, 4th Round, November 2013

Organisation	Outputs/Outcomes	Amount Awarded
Association for the Polish Family	To employ an outreach worker for 16 hours a week to help Polish and East European communities increase their knowledge of health services available and how to use them which will influence a healthier lifestyle and enable them to overcome their cultural and social barriers to live a better life.	10,000
Attic Theatre	To put on 4 performances throughout East Merton of Ma Kelly's Game, the play that promotes health and wellbeing and encourages the uptake and increase of physical activity to over 55's.	2,235
Focus-4-1	The project seeks to promote health and wellbeing to Adult Mental Health Service users and carers, through delivering weekly sessions and events and producing an A - Z guide of mental health and physical health services and agencies available to Merton residents leading to a reduction in ill health and improved uptake of health and screening services, especially from people from ethnic minority communities.	9,895
Jigsaw4U	To provide staffing hours of 7 hours a week which will contribute to the delivery of a grief support service for young people in Merton, including initial assessment, 1:1 work, peer group support and referral to other agencies for 15 children and young people.	10,000
Merton Centre for Independent Living	To deliver 140 home visit advice service sessions primarily for people with multiple or complex support needs and to develop a monthly user-led support group run by volunteers which will encourage service users to share knowledge and skills, and enable them to gain confidence in their abilities.	10,000
Merton Street Pastors	To recruit and train 5 more street pastors to join the Mitcham team and equip them with the supplies they need to help people stay well and make a positive difference to the health and wellbeing of the people they engage with. To research and populate the 'Your Night' mobile phone application with the contact details of local support agencies.	3,100
North East Mitcham Community Association	To provide 48 weekly falls prevention exercise classes incorporating extended chair based exercise and cardiac rehabilitation and 48 social sessions, leading to a reduced risk of stroke, diabetes and high blood pressure.	5,551
North Mitcham Park Friends & Heritage Group	To employ a gardener to work with volunteers at a weekly gardening project for 3 hours which will include warm up exercises, gardening then a warm down. The project will promote health and wellbeing and sessions will finish with refreshments.	5,000
The Women's Empowerment Project	To provide subsidised opportunities for women to get involved in physical activities and acquire skills, specifically through providing swimming lessons for women who do not know how to swim or are weak swimmers and have been advised to lead a more active lifestyle, setting up walks across the east of the borough to utilise open and free spaces and to train volunteer walk leaders to lead groups. Also to train community sports leaders who can support their communities in being more active.	7,425
	Total	**63,206**

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