



BRIGHTON & HOVE CITY COUNCIL
and
SUSSEX PARTNERSHIP NHS FOUNDATION TRUST

Agreement
relating to the provision of mental health for persons over the age
of 18
Section 75 National Health Service Act 2006

Legal Services
Hove Town Hall, Norton Road, Hove, BN3 3BQ

(Legal Ref: AS701.1966)

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BRIGHTON & HOVE CITY COUNCIL
and
SUSSEX PARTNERSHIP NHS FOUNDATION TRUST
AGREEMENT RELATING TO
THE PROVISION OF MENTAL HEALTH
FOR PERSONS OVER THE AGE OF 18
Section 75 National Health Service Act 2006

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Commented [RD5]: Joint Management of s75 staff

Commented [RD6]: Joint HR Protocol for the Management of s75 staff

Commented [RD7]: Joint Management of Change and Redundancy Policy for s75 staff

THIS AGREEMENT BY DEED IS MADE ON THE DATE ON WHICH THE SEAL OF BRIGHTON & HOVE CITY COUNCIL IS APPLIED.

Between

- (1) BRIGHTON & HOVE CITY COUNCIL (the "Council"); and
- (2) SUSSEX PARTNERSHIP NHS FOUNDATION TRUST (the "Trust"),

each a "Party" or "Partner" to this Agreement.

1. Background

- (A) NHS Sussex is the lead commissioner for mental health and dementia services in Brighton and Hove.
- (B) Prior to the Commencement Date, the Services were provided by the Parties on an integrated basis pursuant to a Section 75 Agreement which commenced on 1 July 2019 and was extended on two occasions so that it expired on 31 October 2022.
- (C) The Parties are entering into this Agreement in exercise of the powers referred to in Section 75 of the National Health Service Act 2006.
- (D) Under the terms of this Agreement the Council will delegate the Council Functions to the Trust to enable the Trust to carry out these functions in conjunction with the NHS Functions.

Commented [RD8]: three

Commented [RD9]: 31 October 2025

Commented [RD10]: Should be replaced with - Under the terms of this Agreement the Council will co-locate Social Care staff to the Trust and delegated duties as set out in Schedule 10 will be carried out between the Council and the Trust.

It is hereby agreed between the parties:

2. Aims and Objectives

- 2.1. The aims and objectives of the Partners in entering into these Arrangements are set out in Schedule 1.

3. Interpretation

- 3.1. In this Agreement the following expressions shall have the following meanings:

"Adult Mental Health Services Client Group" means persons between the ages of 18 and 70 (inclusive) with mental health needs for whom the Council is responsible or for whom the Trust is responsible

"Approved Mental Health Professional" means a professional approved by a local social services authority pursuant to s114 of the Mental Health Act 1983;

"Arrangements" shall mean the arrangements set out in paragraph D of clause 1;

"Client Groups" means the Adult Mental Health Services Client Group and the Specialist Older Adults Mental Health Services Client Group, and the term "Client Group" shall be construed accordingly;

"Commencement Date" means the 1st day of November 2022

Commented [RD11]: 1st of November 2025

"Council" means Brighton & Hove City Council;

"Council Contributions" means the financial contributions paid by the Council for provision by the Trust of the Services;

"Council Functions" means the social care functions of the Council specified in Regulation 6 of the Regulations to the extent that they relate to the provision of services to the Adult Mental Health Client Group and the Specialist Older Adults Mental Health Services Client Group;

"Council Staff" means those staff of the Council employed or engaged in the provision of the Services;

"Data Protection Legislation" means (i) the Data Protection Act 2018, (ii) the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, (iii) any codes of practice or guidance issued by the Supervisory Authority, from time to time; and (iv) any successor legislation to the Data Protection Act 2018 and the GDPR;

"Data Sharing Agreement" means the agreement referred to at clause 14.2 which sets out the terms for sharing Personal Data and/or Special Category Data by the Parties;

"Employment Liabilities" means without limitation any and all costs, claims, fines, liabilities or expenses however arising from:

- (a) the employment of any 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;

"Functions" means the Council Functions and the NHS Functions;

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance issued by the Information Commissioner or relevant government department in relation to such legislation;

"ICS" means Integrated Care Systems which are partnerships established pursuant to the Health & Care Act 2022;

"Joint Management Group" means the group established in accordance with clause 8 and Schedule 4;

"Joint Operational Group" means the group established in accordance with Schedule 11;

"NHS Functions" means the core duties that need to be fulfilled in order to prevent, diagnose and treat mental health problems.

"NHS Sussex ICB" means the statutory body that has taken over previous commissioning responsibilities of the NHS Clinical Commissioning Group;

"Notice" has the meaning given in clause 23;

"Partners" means the Council and the Trust;

"Previous Section 75 Agreements" means the agreements under section 75 NHS Act 2006 entered into by the Parties which commenced on 1 July 2019 relating to the provision of mental health and specialist health related learning disability services.

Commented [RD12]: Should be - 1st of November 2022

"Regulations" means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI No 617 as amended;

"Services" means the services provided to the Client Groups in accordance with the functions delegated under this Agreement

"Social Workers" means those persons appointed and/or employed by the Council to perform social work duties who have attained or are working towards the Diploma of Social Work or equivalent;

"Specialist Older Adults Mental Health Services Client Group" means those persons aged 70 and over with mental disorder for whom the Council is responsible or for whom the Trust is responsible;

"Staff" means the Council Staff and/or the Trust Staff (as appropriate);

"Trust" means Sussex Partnership NHS Foundation Trust;

"Trust Staff" means those staff of the Trust employed or engaged in the provision of the Services;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

- 3.2. References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.
- 3.3. The headings of the clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.
- 3.4. References to Schedules are references to the Schedules to this Agreement and a reference to a paragraph is a reference to the paragraph in the Schedule containing such reference.
- 3.5. References to a person or body shall not be restricted to natural persons and shall include a company corporation or organisation.
- 3.6. Reference to the Parties includes any statutory successors to any of their functions referenced under this Agreement.

4. Term

- 4.1. The Arrangements shall come into force on the Commencement Date and shall continue in force for an initial term of 3 years ("Term") unless:
 - (a) extended by agreement between the parties; or
 - (b) terminated earlier in accordance with clause 15
- 4.2. Any extension to the Term must be agreed by the Parties at least 6 months prior to the end of the Term and be evidenced by an exchange of letters between directors or other persons authorised under this Agreement.
- 4.3. From the Commencement Date, the Previous Section 75 Agreement is replaced by the provisions of this Agreement.

4.4. The Parties agree to review the Agreement annually following the Commencement Date and, consequent on each review, to vary the Agreement where appropriate and in accordance with clause 16.

5. Exercise of Functions

5.1. The Council delegates to the Trust the Council Functions for the provision of services to the Adult Mental Health Services Client Group and the Specialist Older Adults Mental Health Services Client Group; pursuant to section 75 of the National Health Service Act 2006.

5.2. The delegation in clause 5.1 does not include any powers or duties which the Council is not permitted by statute to delegate.

5.3. The Trust shall provide the Services in accordance with the NHS Functions and the delegated Council Functions and in accordance with the requirements of the Regulations.

5.4. The Services provided in accordance with the Council Functions will be provided subject to the national eligibility criteria under the Care Act 2014.

5.5. General service standards for the Arrangements will be set in accordance with locally applicable strategy and policy and legislation and guidance, and as may be agreed locally by the Trust and the Council.

5.6. The Parties will obtain the prior approval of the other to all new policies which affect respectively the Council or Trust Functions.

5.7. The Arrangements shall not affect:

- (a) the liabilities of the Partners to any third parties for the exercise of their respective functions and obligations;
- (b) powers or duties to recover charges for the provision of any services in the exercise of any local authority functions.

6. Staff

6.1. Staff will be co-located in accordance with Schedule 7 which, together with Schedules 8 and 9 the Parties agree to review and update within 12 months of any Commencement Date and at annual intervals following the first review.

- 6.2. The staffing of the Arrangements within the management structure and the roles of individual members of Staff shall be determined by the appropriate Party subject to the following provisions of this clause.
- 6.3. Trust and Council staff will continue to provide services and advice to each other across organisational boundaries.
- 6.4. Any significant change proposed by either Partner to the delivery of Services is subject to the authorisation of the Joint Management Group. Neither Party shall materially alter the number of staff carrying out the functions covered by this Agreement without the prior consultation and written consent of the other Party.
- 6.5. Subject to clause 6.8, the Human Resources procedures applicable to Staff shall be those of their respective employer.
- 6.6. The Joint HR Protocol for the management of Staff working in connection with the Arrangements is set out in Schedule 8.
- 6.7. With effect from the Commencement Date the Parties agree to adopt the 'Joint Management of Change and Redundancy Policy' set out in Schedule 9, which shall be a policy applicable to the Staff of both Parties in the Services.
- 6.8. Where it is necessary for the purposes of either Partner's personnel procedures for a member of Staff of the other Partner to co-operate with the operation of such procedures, the relevant Partner shall use all reasonable endeavours to ensure that such co-operation is forthcoming.
- 6.9. The Trust and the Council will, respectively, fund, provide or make available to the Arrangements those job roles listed in Schedule 6 where shown as their individual responsibility.
- 6.10. All costs relating to the Staff co-located in connection with the Arrangements during the period which this Agreement is in force will be funded from the contributions set out in Schedule 5 (as updated annually following the first year of the Term) by reference to the particular Client Group in that Schedule to which those costs relate.
- 6.11. The recruitment process for all Staff (except for Approved Mental Health Professionals) will be carried, in accordance with the Joint HR Protocol for the Management of Staff in Schedule 8.

- 6.12. The Council shall appoint and employ all new or replacement Social Workers (including Approved Mental Health Professionals) in connection with the arrangements. These Staff are included within the job roles referred to in clause 6.10 and shall be seconded to the Trust. The Council shall appoint such number of Approved Mental Health Professionals as the Council shall require and such numbers of Social Workers (not being Approved Mental Health Professionals) as the Trust shall require.
- 6.13. For the avoidance of doubt, Approved Mental Health Professionals shall not be seconded to the trust for the purpose of performing functions excluded under the Regulations.
- 6.14. The Parties will ensure that all Staff continue to receive professional supervision and development and further training and education, from appropriately qualified and senior Staff either appointed by or seconded to the Trust or others employed by the Council or Trust in accordance with Schedules 7 and 10.
- 6.15. For the avoidance of doubt and in accordance Schedule 7 nothing in this Agreement will be construed or have effect as construing any relationship of employer or employee between the non-employing Partner and the member of Staff.

Commented [RD13]: Co-located and not seconded

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7. Obligations and Liability in connection with Employment

- 7.1. In the event that TUPE is determined by the Partners or by a court or other tribunal of competent jurisdiction 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 TUPE to determine the required financial contributions and other arrangements which are thereafter required by and from each Partner in order to meet the obligations which arise under TUPE and otherwise.
- 7.2. The Trust shall indemnify and keep the Council (and its contractors or agents) indemnified in respect of any and all Employment Liabilities incurred or payable in respect of Trust Staff (or Trust Staff so employed immediately prior to the Commencement Date or nominally employed and allocated to the Services during the continuation of the Agreement) which arise or are payable prior to, during or after the

termination of this Agreement save where the Employment Liabilities arise as a direct result of any act or omission by the Council (or its contractors or agents).

7.3. The Council shall indemnify and keep the Trust (and its contractors or agents) indemnified in respect of any and all Employment Liabilities incurred or payable in respect of Council Staff (or Council Staff so employed immediately prior to the Commencement Date or nominally employed and allocated to the Services during the continuation of the Agreement) which arise or are payable prior to, during or after the termination of this Agreement save where the Employment Liabilities arise as a direct result of any act or omission by the Trust (or its contractors or agents).

7.4. The Trust and the Council agree to review the indemnity arrangements set out in clauses 7.2 and 7.3 above from time to time and in any event within two years of the Commencement Date, including (without limitation) in the light of

- (a) any material changes to the staffing arrangements under this Agreement; and/or
- (b) either Partner considering that it is or is likely to become responsible for a disproportionate amount of Employment Liabilities in the provision of the Service.

7.5. Without prejudice to clause 7, the Partners acknowledge and agree it is their intention that upon the termination of this Agreement for any reason, each Partner shall resume direct management control and responsibility for all Employment Liabilities arising or payable in respect of any and all of their respective Staff engaged in the provision of the Services who were so employed by each of them immediately prior to the termination of the Agreement.

8. Governance

8.1. The Partners will comply with the principles and standards of corporate governance relevant to NHS Foundation Trusts and to local authorities including the Partners' respective standing orders and standing financial regulations.

8.2. It is the intention of the Partners that the Services provided to the Client Groups will be provided in a manner that is an integrated health and social care service.

8.3. A Joint Management Group is established under this Agreement and consists of representatives of the Partners as set out in Part 1 of Schedule 4.

- 8.4. Each Partner shall comply with its obligations in respect of the Joint Management Group as set out in Part 2 of Schedule 4.
- 8.5. Pursuant to clause 8.4 and Schedule 4, the Partners will report to the Joint Management Group on performance against national and Local Performance Indicators (Schedule 2) relevant to the Council Functions and the NHS Functions. In respect of all Client Groups the Trust shall manage the Services comprised in the Arrangements and shall be accountable to the Council for ensuring performance of the Council Functions included in the Arrangements.
- 8.6. The Council and the Trust shall establish and maintain effective processes for managing risk in connection with the Arrangements.
- 8.7. The Trust as a Foundation Trust will be subject to supervision by NHS England and inspection by the Care Quality Commission.
- 8.8. Both the Council and the Trust will fully co-operate where an inspection or investigation relating to any aspects of the services or budgets which come under the Arrangements is undertaken.
- 8.9. The Arrangements will be subject to the scrutiny of the Trust's internal and external auditors and the Council's internal and external auditors.
- 8.10. A Joint Operational Groups established under this Arrangement and consists of representatives of the Partners as set out in Part 1 of Schedule 11.
- 8.11. The Joint Operational Group will be responsible for the monitoring of the day-to-day functioning of this arrangement and will report directly into the Joint Management Group.
9. Community engagement, consultation and communication
- 9.1. From the Commencement Date the Parties will retain their respective responsibilities for consultation in relation to the provision of the Services.
- 9.2. The Parties will agree communications arrangements for communication with representatives of the media, Members of Parliament and the public generally as soon as possible and in any event within 30 working days of the Commencement Date. Where any act or omission of the Trust or the Council relating to the Services is likely to be or is the subject of media comment the parties will endeavour to consult each other prior to making any comment to the media or Member of Parliament.

10. Funding of the Services

- 10.1. The Council will determine the Council Contributions on an annual basis.
- 10.2. For the avoidance of doubt, any personal contributions payable by service users towards any services provided in accordance with the Council Functions will continue to be paid direct to the Council and are not included in the contributions made to the Trust.
- 10.3. The Trust shall ensure that payments made by the Council shall only be used in respect of the Services provided in accordance with the Council Functions.
- 10.4. The Trust will reimburse the Council for any part of any payment it receives from the Council Contributions that is not used in respect of the Services provided in accordance with the Council Functions.
- 10.5. Each Party will use its best endeavours to minimise any overspend of the Section 75 Budget as set out at Schedule 5.
- 10.6. Pursuant to clause 10.8, and where an end of year overspend in Council Contributions is forecast, the Parties will jointly implement a financial recovery plan no later than the commencement of quarter 2 of the financial year to which the forecast overspend relates. The Financial Recovery Plan will be shared by the Partners and reported to the Joint Management Group.
- 10.7. Details of financial contributions from the Council and NHS Sussex ICB in respect of the different Client Groups for 2022/23 are set out in Schedule 5 hereto.
- 10.8. Where either Partner makes any of its Staff redundant, that Partner shall be liable for all the staff costs associated with any or all such redundancies.

Commented [RD15]: 2025/26

11. Other Resources

- 11.1. The Council will provide or make available to the Arrangements the premises listed in Table 1 of Part 1 of Schedule 3.
- 11.2. The Trust will provide or make available to the Arrangements the premises listed in Table 2 of Part 1 of Schedule 3.
- 11.3. Each Partner will continue to provide the same support services and facilities management to the premises that it provided before the Commencement Date.

- 11.4. The Council will not transfer ownership of any of the premises referred to in Table 1 of Part 1 of Schedule 3 but may grant a lease or licence of these to the Trust at a rent/licence fee on terms to be agreed between the Partners.
- 11.5. The Council will provide or make available to the Arrangements the professional support services listed in Table 1 of Part 2 of Schedule 3.
- 11.6. The Trust will provide or make available to the Arrangements the professional support services listed in Table 2 of Part 2 of Schedule 3.
- 11.7. The Partners will use their best endeavours to ensure the availability of information management infrastructure support in order to facilitate the Arrangements and integrated service provision generally.

12. Accounting and Reporting Requirements

- 12.1. Each Partner shall, in relation to its respective financial contributions to the Services, adhere to its own financial regulations.
- 12.2. The Trust shall ensure that full and proper records are kept in respect of the management, planning and monitoring of the Services, the financial contributions allocated to the Trust by the Council and any other monies received in respect of the Functions and Services covered by this Agreement.
- 12.3. The Parties acknowledge that they are not entering into a pooled fund arrangement pursuant to section 75(2)(a) of the National Health Service Act 2006 and Regulation 7 of the Regulations.
- 12.4. The Council shall provide financial and management accounting information to support the Council Contributions.
- 12.5. The Partners shall positively promote a culture of probity and sound financial discipline and control.
- 12.6. In relation to mental health services the Council and the Trust will jointly appoint a manager to be a Council employee and responsible for:
 - (a) overall management of the Council Contributions;
 - (b) supporting the following client groups: Adult Mental Health Services and Specialist Older Adults Mental Health Services;

- (c) provide quarterly reports to the Joint Management Group in order to monitor expenditure against the financial contributions of the Council and the services being funded;
- (d) the submission of an annual return to the Joint Management Group setting out the end of year position against that year's budgets for:
 - the Council Contributions; and
 - the staffing for the client groups funded by the Council Contributions

- 12.7. The Trust shall submit to each Joint Management Group meeting a report on the Arrangements detailing activity against expenditure as set out in the Contract.
- 12.8. The Trust will ensure reasonable access to the Council and/or its internal and external auditors to any information they require from the Trust relating to the funding and management of the Services. This right is not limited to financial information or accounting records.
- 12.9. The Trust and the Council shall co-operate with each other in preparation of financial statements in respect of these arrangements and ensure compliance with international accounting and reporting standards and other relevant legislation.

13. Indemnity and Insurance

- 13.1. For the purpose of this clause 13, "Claim" means:
 - (a) any claim brought by any third party arising from negligence;
 - (b) a contractual claim brought by any third party; and
 - (c) any other claim brought by a third party whatsoever arising from or in connection with the Arrangements.
- 13.2. Subject to clause 7, if any Claim is brought against either Partner by any third party relating to or in connection with the Arrangements, each Partner agrees to take responsibility and liability for its own employees and sub-contractors and to indemnify the other Partner to the extent the other Partner suffers any losses related to the acts, defaults or omissions of such employees and sub-contractors.

- 13.3. To the extent there is any doubt, uncertainty or disagreement regarding the respective liabilities of each Partner in accordance with the provisions of clause 13, the Partners will co-operate to resolve the Claim in the most cost-effective and timely manner and shall seek to apportion liability with all reasonable consideration of the circumstances surrounding the Claim and the provisions of this Agreement. Any disagreement regarding the appropriate apportionment of liability in accordance with this clause shall be dealt with in accordance with the provisions of clause 17.
- 13.4. For the duration of this Agreement and for the period following its termination or expiry during which any potential liabilities relating to this Agreement may remain, the Trust shall maintain membership of all NHS Litigation Authority risk pooling schemes relevant to its obligations under this Agreement or shall maintain such alternative insurance arrangements as may be agreed by the Council in writing. The Trust shall provide the Council with evidence of its compliance with this clause 13.4 upon written request.
- 13.5. For the duration of this Agreement and for the period following its termination or expiry during which any potential liabilities relating to this Agreement may remain, the Council shall maintain appropriate insurance arrangements. The Council shall provide the Trust with evidence of its compliance with this clause 13.5 upon written request.

14. Data Protection and Freedom of Information

- 14.1. The Partners shall observe all their obligations under the Data Protection Legislation which arise in connection with the performance of the Agreement.
- 14.2. The Partners shall comply with the Data Sharing Agreement titled 'Our Care Connected – Direct Care Information Sharing' and the policies, procedures and documentation contained therein.
- 14.3. The Parties shall comply with FOIA and shall assist each other to comply with reasonable requests for assistance in complying with its disclosure obligations under FOIA.
- 14.4. Where one of the Partners received receives a request for information relating to the Agreement they shall consult with the other Partner prior to releasing the requested information.
- 14.5. The Partners shall have absolute discretion as to whether to apply or not to apply any exemptions under FOIA.

15. Termination

- 15.1. Either Party may terminate this Agreement by giving six months' Notice in writing at any time after the expiry of six months from the Commencement of this Agreement.
- 15.2. Either Party may at any time give Notice in writing to the other Party terminating this Agreement as from the date of service of such Notice whenever the following events occur:
- (a) the other Party commits a material breach of any of its obligations under this Agreement which is not capable of remedy or, if capable of remedy, which has not been remedied within three months of the date of the written Notice from the Party serving the termination Notice requiring it to remedy the breach;
 - (b) any change in law or legislation as a result of which it is unable to fulfil its obligations hereunder;
 - (c) its fulfilment would be ultra vires for one or both Parties and the Parties are unable to agree a modification or variation to this Agreement so as to bring the specific matter within its powers.
- 15.3. Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.
- 15.4. In the event of expiry or termination of the Agreement, the Council and the Trust shall co-operate fully to ensure an orderly handover in relation to all aspects of the Services to alternative service providers and shall at all times act in such a manner so as to minimise disruption to all Client Groups and Staff.
- 15.5. If requested to do so by the Trust, the Council shall co-operate fully during discussions with and any transfer of the Service to any alternative service provider(s) and this co-operation shall extend to allowing access to, and providing copies of, all documents, reports, summaries and other information, including any information in electronic form, which is necessary in order to achieve an effective transition to a new service provider without disruption to operational requirements. The transfer shall be arranged to reduce to a minimum any interruption of the provision of the Service.
- 15.6. The Partners shall allow access to their facilities, (in the presence of a representative of the other party) to any person representing any prospective or new service provider and, for the purpose of such access, the parties shall give each other seven days' notice of a

proposed visit together with a list with the names of all the persons who will be attending the relevant facilities.

- 15.7. A Partner shall, within 14 days of a written request from the other Partner, provide such full, accurate and up to date information relating to that Partner's Staff employed or engaged in providing the Services (or a part of the Services) including their terms and conditions of employment and any existing or potential liabilities to such Staff or to third parties arising from any act or omission of such Staff and all such other information relating to such Staff as may be reasonably requested so as to facilitate the engagement of a new or prospective service provider or to enable either Partner to issue tender documents for any of the Services during any retender exercise including the provision of such information to a prospective or new service provider on the terms referred to in this clause 15 and in compliance with TUPE.
- 15.8. The Partners shall warrant to each other (for themselves and for the benefit of any prospective or new service provider) that the information provided pursuant to this clause 15 shall be full, accurate and up to date and shall indemnify the other Partner (for itself and for the benefit of any prospective or new service provider) against all costs, claims, fines, liabilities and/or expenses incurred as a result of any inaccuracy in or omission from the information provided pursuant to this clause 15.
- 15.9. The Partners agree that all such information as may be provided to the other Partner pursuant to clause 15.7 shall be provided in such form as shall be requested (having due regard to the principles of reasonableness, any requirement under TUPE and any duty including in respect of confidentiality under the Data Protection Act 1998) and the Partners hereby agree that all such information may be passed on to new service providers (in confidence) solely for the purposes of future service provision.

16. Variation

- 16.1. Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless evidenced in writing and signed by the duly authorised representative of each of the Parties.

17. Disputes

- 17.1. If any dispute arises in connection with this Agreement, Directors or other senior representatives of the Parties with authority to settle the dispute will, within 14 calendar

days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.

- 17.2. If the dispute is not resolved at the meeting referred to at clause 17.1 or any agreed follow up meetings the Parties will attempt to resolve it in accordance with the Centre of Effective Dispute Resolution ('CEDR') Model Mediation Procedure or other recognised form of Alternative Dispute Resolution ('ADR') agreed by the Parties. Where the Parties adopt the CEDR Procedure, the mediator will be nominated by CEDR, unless otherwise agreed between the Parties. To initiate mediation the Party must give Notice in writing to the other Party to the dispute, requesting mediation. Where the parties adopt the CEDR procedure, a copy of the request should be sent to CEDR. In all cases, the mediation will start no later than 28 calendar days after the date of the ADR Notice.

18. Exclusion of Partnership and Agency

- 18.1. Nothing in this Agreement shall be deemed to constitute either Party the agent of the other Party or a partnership for the purposes of the Partnership Act 1890. Neither Party shall have any right or authority to make any commitments for or on behalf of the other Party other than as set out in this Agreement.

19. Assignment and Sub-Agreements

- 19.1. Neither Party may assign, transfer, charge, create a trust or deal in any other manner with this Agreement or its rights under it, or part of it, or purport to do any of the same, or subcontract any or all of its obligations under the Agreement without the prior written consent of the other Party.
- 19.2. Each Party shall be liable for the acts or omissions of its sub-contractors as if such acts or omissions had been committed or omitted by itself.

20. Rights of Third Parties

- 20.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this

does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 20.2. The rights of the Parties to terminate rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

21. Quality Control

- 21.1. Each Party shall apply the highest professional and ethical standards in relation to its obligations under the Agreement and shall at all times comply with its obligations under this Agreement and under any applicable laws or regulations.

22. Complaints

- 22.1. The Parties will operate a complaints procedure which will allow for each Party to deal with complaints reviews and investigations falling within the ambit of the statutory functions duties and powers in accordance with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

23. Notices

- 23.1. Any Notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (Royal Mail 'special delivery', Royal Mail 'signed for', or first class post), e-mail or facsimile, sending the same to the other Party at such addresses as each Party may from time to time give to the other for the purpose of service of Notices under this Agreement.
- 23.2. In the event of the delivery of an urgent or important Notice, the Party giving the Notice will telephone the receiving Party to confirm the delivery of the Notice has taken place.
- 23.3. A notice is deemed to have been received:
- (a) if delivered personally, at the time of delivery; or
 - (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or

- (c) if sent by pre-paid first class post, Royal Mail 'signed for' or Royal Mail 'special delivery', 48 hours from the date of posting; or
- (d) if deemed receipt under the previous paragraphs of this clause 23 does not fall within business hours (meaning 9.00 am to 5.30 pm on a Working Day) at 9.00am on the working day next following in the place of receipt.

23.4. If a notice is transmitted by e-mail, a hard copy of the notice must be sent to the recipient Party as soon as possible. A notice served by email will be deemed to have been received when the sending Party telephones the intended recipient of the email and receives confirmation that the notice has been received.

24. Entire Agreement

24.1 This Agreement constitutes the entire agreement and understanding of the Parties in connection with its subject matter and supersedes all prior agreements, representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

24.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this Agreement.

25. Governing Law

25.1 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.

25.2 Subject to clause 17, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims).

26. Counterparts

26.1 This Deed may be executed in one or more counterparts and any party may enter into this Deed by executing a counterpart. Any single counterpart or a set of counterparts executed in either case by all the parties shall constitute one and the same agreement and a full original of this Deed for all purposes.

26.2 This Deed shall be treated as having been executed and delivered on the date on which the Council's seal is applied.

IN WITNESS of which the parties have caused this Deed to be executed and delivered
as a deed the day and year first herein written

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

BRIGHTON & HOVE CITY COUNCIL

in the presence of:

Authorised Signatory

Date

EXECUTED as a DEED

By SUSSEX PARTNERSHIP NHS FOUNDATION TRUST

acting by and under the signature of:

Name: _____ Signature: _____
Director

Name: _____ Signature: _____
Director (or Company Secretary)

SCHEDULE 1 - Introduction & Aims and Objectives

Commented [RD16]: New schedules to be included



Document	BHCC SPFT S75 Introduction & Aims and Objectives
Audience	BHCC SPFT Management
Date Agreed	September 2022
Review Date	August 2023

1. Aims and Objectives

A Section 75 (S.75) agreement is made between local authorities and NHS bodies and can include arrangements for pooling resources and delegating certain NHS and local authority health-related functions to the other partners.

Integrated Care Systems (ICSs) represent one of the most significant structural reforms to the NHS in the past decade. With their aim of unifying health strategy across once fragmented regional health bodies, they hope to improve the efficiency, quality and delivery of healthcare services

The S75 agreement will serve as a significant tool in achieving the ICS ambition to transform adults and older adults' community mental health services and reduce health inequalities.

This agreement will contribute to improvement in mental health and wellbeing and should result in easier access to a more responsive mental health service, in line with the strategic intent of other initiatives the Brighton & Hove Joint Health & Well Being Strategy.

The S.75 agreement between Brighton and Hove City Council (Council) and Sussex Partnership Foundation Trust (Trust) has been in place for over twenty years and has meant several Social Care staff have been co-located within the Trust to deliver statutory duties. This way of working in close partnership has been valued by both organisations, and by those that use our services, and this new agreement seeks to maintain and strengthen this collaborative way of working. The agreement demonstrates the ongoing commitment of the Trust & the Council to work in partnership, to deliver an integrated service for the population of Brighton & Hove.

Within the S.75 agreement there are a number of schedules underpinning the operational aspects of the joint working arrangements, within the overall statutory requirements of S.75 of the National Health Service Act 2006.

In recent years two independent reviews have been commissioned in relation to the agreement between the Trust & the Council. These reviews have highlighted the need to strengthen Continuing Professional Development and professional support mechanisms and improve professional leadership; promote and embed social

interventions, provide role clarity, develop leadership capacity within the Approved Mental Health Professional service and develop integrated workforce planning.

These reviews in addition to staff and service user feedback has led to a review of the existing S75 agreement and schedules by focusing on areas such as Finance, Practice & Workforce, Governance and Performance.

These schedules will help inform our journey of transformation of the integrated service over the next 3 years and to ensure that those using our services receive a seamless Health and Adult Social Care service within secondary Mental Health Services.

2. Aims and Objectives

The aims and objectives of the to this Agreement are:

2.1 Service Delivery

- Improve access to services and secure better outcomes for service users through a jointly delivered service model.
- Avoid inefficient use of resources arising from unnecessary duplication and organisational boundaries.
- Provide an integrated, responsive, and timely approach to the assessment, treatment and care for service services reflective of their mental health and social care needs.
- Promote a service that is focused on recovery, independence, individual need, and outcomes.
- Provide a seamless interface for users and carers.
- Provide appropriate support, advice and services in accordance with assessed need.

2.2 Statutory Functions & Performance

- Deliver an integrated service that is compliant in its delivery of statutory duties to service users and their carers.
- Provide sufficient availability of all staff to ensure delivery of key functions and statutory duties, including Approved Mental Health Professionals.
- Establish robust pathways for the allocation of social care work.
- Ensure the Council performance reports and budget responsibility are given equal priority to the Trust's performance targets.
- Ensure the Council's Director of Adult Social Services' statutory duties are discharged in accordance with the Department of Health's Guidance on the statutory chief officer post of the Director of Adult Social Services and any applicable national directives.
- Fulfil national and local policy objectives.

2.3 Management of Council Staff

- Ensure all local managers within the Trust are fully conversant with the statutory duties their team and Council employed staff are responsible for providing.
- Ensure Trust managers have sufficient systems in place to monitor the caseloads of Council employed staff, enabling staff to prioritise the statutory functions aligned with their role and contracted duties.

2.4 Estates and Facilities

- Ensure the staff working within the Services are provided with the necessary equipment enabling them to work within the systems of both organisations.
- Ensure that Council staff are accommodated within Trust sites where the Services are located.

3. Schedules

- 3.1 The following schedules have been developed:
- Schedule 1 - Introduction & Aims and Objectives
 - Schedule 2 – Local Performance Indicators
 - Schedule 3 – Premises and Support Services
 - Schedule 4 – Joint Management Group
 - Schedule 5 – Financial Contributions
 - Schedule 6 – Staff Posts Allocated to the Arrangements
 - Schedule 7 - Joint Secondment Agreement
 - Schedule 8 – Joint HR Protocol for the Management of Staff
 - Schedule 9 – Joint Management of Change and Redundancy Policy
 - Schedule 10 – Safe & Effective Practice
 - Schedule 11 – Joint Operational Group
4. The execution of a new S75 Agreement will mark the start of the next stage of transformation through continual improvement of outcomes for local service users. We will work with them, experts by experience, staff, and other stakeholders in an open inclusive way, constantly monitoring progress as we transform local service delivery.

SCHEDULE 2 – Local Performance Indicators



Document	BHCC SPFT S75 Local Performance Indicators
Audience	BHCC SPFT Management
Date Agreed	September 2022
Review Date	August 2023

1. The Performance Indicators agreed by the Parties to this Agreement

Mental health Performance Indicators:

There are currently only two statutory Performance Indicators for which the local authority needs to report on in relation to mental health:

- proportion of adults in contact with secondary mental health services in paid employment.
- proportion of adults in contact with secondary mental health services living independently, with or without support.

The information for these Performance Indicators shall be supplied by the Trust on a quarterly basis.

Other performance information that is provided from the Trust to the Council includes data on the following:

- Delayed transfers of care.
- The proportion of adults recovering from mental ill-health who should have a programme to support their long-term recovery that includes helping to both self-manage their symptoms and includes peer-support.

2. Local performance arrangements

The below table reflects the agreed Local Performance Indicators that will help with the oversight and management of the S75 Agreement.

These Local Performance Indicators will be reportable to both the s75 Joint Management and Operational Groups as reflected within Schedule 4 and Schedule 11.

Measures	Frequency	Statutory Requirement	Reportable to:
S42 - open and closed enquiries. Decisions and Timeframes.	Monthly & Quarterly	Yes	Joint Operational Group Joint Management Group
S42 - Count of clients and demographics	Monthly & Quarterly	No	Joint Operational Group
Number /Percentage of people where safeguarding outcomes met at closure of concern or enquiry.	Monthly & Quarterly	Yes	Joint Operational Group
Care Act - Number of care needs assessments completed- with start and finish dates	Monthly	Yes	Joint Operational Group Joint Management Group
Care Act – Number of carers support assessments completed	Monthly	Yes	Joint Operational Group
Number of Care Act reviews completed	Monthly	Yes	Joint Operational Group
Number of people receiving S.117 aftercare services.	Quarterly	Yes	Joint Operational Group
Number of S117 reviews completed	Quarterly	Yes	Joint Operational Group
BHCC and SPFT Staff Vacancy rate	Monthly	Local agreement	Joint Operational Group Joint Management Group
BHCC and SPFT Staff Sickness rate	Monthly	Local agreement	Joint Operational Group Joint Management Group
BHCC and SPFT staff Training compliance	Monthly	Local agreement	Joint Operational Group
Number of BHCC and SPFT complaints regarding the service	Quarterly	Local agreement	Joint Operational Group Joint Management Group
Case loads - held by BHCC staff on Care Notes	Monthly	Local agreement	Joint Operational Group
SPFT Heat map	Monthly	Local agreement	Joint Operational Group
SPFT and BHCC waiting times	Monthly	Local agreement	Joint Operational Group

SCHEDULE 3 – Premises and Support Services



Document	BHCC SPFT S75 Premises and Support Services
Audience	BHCC SPFT Management
Date Agreed	Reviewed September 2022
Review Date	August 2023

1. PREMISES THE USE OF WHICH IS TO BE CONTRIBUTED TO THE ARRANGEMENTS

Trust Premises:

1.1 In respect of the Specialist Older People's Mental Health Services Client Group:

East Brighton Community Mental Health Centre, Pankhurst Avenue, Brighton, BN2 3EW

Mill View Hospital, Nevill Avenue, Hove, BN3 7HY

1.2 In respect of the Adult Mental Health Services Client Group:

East Brighton Community Mental Health Centre, Pankhurst Avenue, Brighton, BN2 3EW

Mill View Hospital, Nevill Avenue, Hove, BN3 7HY

2. PROFESSIONAL SUPPORT SERVICES TO BE PROVIDED OR MADE AVAILABLE TO THE ARRANGEMENTS

Council professional support services:

- Financial Accounting in respect of the Council Contributions.
- Human Resources in respect of Council employees co-located to the Trust.
- Legal advice, as required, to Approved Mental Health Professionals and other Staff carrying out Care Act 2014 responsibilities, as regards the exercise of Council Functions.

Trust Professional Support Services

- Financial reporting in respect of contributions funded by NHS Sussex ICB in connection with the Services.
- Human Resources in respect of Trust employees working in the Services.

SCHEDULE 4 – Joint Management Group



Document	BHCC SPFT S75 Joint Management Group
Audience	BHCC SPFT Management
Date Agreed	Reviewed August 2022
Review Date	August 2023

Composition and operation of the Joint Management Group

1. For the purposes of this Schedule 4, "Group" shall mean the Joint Management Group.

The Group shall comprise:

- the Trust Deputy Service Director
- the Trust Deputy Director of Social Work
- the Trust Finance Business Partner for the CDS
- the Trust General Manager for Community Mental Health Services
- the Council Principle Social Worker
- the Council Assistant Director of Health & Social Care
- the Council Head of Finance
- the Council General Manager of Social Care Mental Health Services

(each a "Member")

2. A representative from NHS Sussex ICB shall be co-opted to the Group on a permanent basis.
3. Group meetings will be co-chaired between the Trust Deputy Service Director and the Council's Assistant Director of Health and Social Care.

4. Officers from each Partner may be invited to attend Group meetings at the invitation of the relevant Partner but such individuals shall not be considered Members for quorum or decision-making purposes.
5. Each Member shall nominate in writing a single substitute ("Substitute"). The Substitute shall carry out the full role of their Member when attending Group meetings in their Member's absence.
6. Meetings of the Group will take place:
 - On a quarterly basis
7. Meetings of the Group shall be quorate only where both Partners are represented at such meeting including:
 - 7.1. For the Council, either the Assistant Director Adult Social Care or the General Manager.
 - 7.2. For the Trust, the Deputy Service Director.
8. Decisions shall be made by consensus among the Partners.
9. Formal minutes of the Group shall be taken.
10. Each Partner has secured internal reporting arrangements to ensure standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

Strategic governance and review functions of the Group

11. Governance overview

The overarching obligations of the Group shall be:

- to monitor, review and take decisions regarding the Services and the outcomes of integrated service provision.
- to monitor, review and take decisions regarding Local Performance Indicators as detailed in Schedule 2.
- agree and, if necessary, review a strategy for delivery of the mental health services covered by this Agreement.
- to authorise any significant change proposed by either Partner to the delivery of mental health services covered by this Agreement.

- to share learning from across the system and to utilise this to affect positive changes for service users.

12. The role of the Group is as follows:

- 12.1 oversight of the Arrangements;
- 12.2 to review monitoring reports which will include both data relating to Local Performance Indicators and financial information, to fulfil the Partners' management requirements;
- 12.3 to agree appropriate action resulting from the above reports;
- 12.4 to review the extent to which the aims and objectives of the Agreement are being met;
- 12.5 to report for decision to the relevant decision-making body of each Partner as necessary;
- 12.6 to resolve disputes or where necessary to refer such to the chief officers of the Partners to this Agreement for resolution; and
- 12.7 any other purposes as may be deemed appropriate by the Partners.

13. Each member of the Group shall only exercise within the Group such delegated powers as he or she possesses in his or her role (which is received through their respective organisation's own schemes of delegation). For the avoidance of doubt, the Group shall not possess such delegated powers as a collective body.

SCHEDULE 5 – Financial Contributions



Document	BHCC SPFT S75 Financial Contributions
Audience	BHCC SPFT Management
Date Agreed	Reviewed September 2022
Review Date	April 2023

This finance schedule will be subject to annual reviews by the Joint Management Group.

Client Group	Contributions from the Council for 2022/2023 (£'000)
Memory and Cognition Support (Community Care)	9,516
Mental Health Support (Community Care)	9,848
Staffing Teams	3,279
Total	22,643

SCHEDULE 6 – Staff Posts Allocated to the Arrangements



Document	BHCC SPFT S75 Staff Posts Allocated to the Arrangements
Audience	BHCC SPFT Management
Date Agreed	Reviewed August 2022
Review Date	April 2023

This Schedule sets out the job roles allocated to the Services, and the party responsible for employing and funding the person holding each role.

1. The Trust will cover the onsite costs incurred in supporting members of staff co-located within Trust buildings which included the AMHP Service. The Trust will also provide IT costs for laptop provision and mobile phones.
2. The Trust will support the review of the shared funding arrangements via the 2023/2034 planning process.

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
Accommodation Team	Review Co-Ordinator	SPFT	BHCC	1.00	39,027	4,166	5,612		
Accommodation Team Total				1.00					
AHMP	Senior Social Worker	BHCC	BHCC	8.22	336,754	39,760	55,216	20,388	35,672
	Business Support Officer	BHCC	BHCC	1.00	25,293	2,477	4,140	2,481	4,342
	AMHP Service Manager/ Lead AMHP	BHCC	BHCC	1.00	48,380	5,952	9,579	2,481	4,342
AHMP Total				10.22					
AOT	Nurse	SPFT	BHCC	1.00	39,027	4,166	5,612		
	Senior Social Worker	BHCC	SPFT	0.90	37,012	4,376	7,328	2,233	3,907
AOT Total				1.90					
CRHTT	Nurse	SPFT	BHCC	0.60	21,341	2,213	3,069		
	Senior Social Worker	BHCC	BHCC	0.41	16,697	1,974	2,733	1,006	1,760
	Social Worker	BHCC	BHCC	1.00	36,916	4,227	7,309	2,481	4,342
	Team Administrator	SPFT	BHCC	0.00					
	Intermediate STR Worker	SPFT	BHCC	0.80	31,534	3,132	4,535		
	Intermediate STR Worker	BHCC	BHCC	1.00	25,293	2,477	4,140	2,481	4,342
CRHT Total				3.81					
Dementia Service	Care Manager	BHCC	BHCC	4.69	156,090	17,259	30,906	9,134	23,274
	Care Manager	BHCC	SPFT	1.09					

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
91					36,453	4,031	7,218	2,132	5,433
	Safeguarding Team Lead	BHCC	BHCC	0.65	29,300	3,414	5,031	1,264	3,219
	Nurse	SPFT	BHCC	3.73	138,156	14,515	19,867		
	Occupational Therapist	SPFT	BHCC	0.36					
	Senior Social Worker	BHCC	BHCC	3.42	138,137	16,245	26,083	6,660	16,969
	Service Manager	SPFT	BHCC	1.00					
	Social Worker	BHCC	BHCC	9.35	338,778	38,572	63,967	18,216	46,414
	Social Worker	BHCC	CCG via SPFT	2.00	72,776	8,298	13,741	3,896	9,927
	Team Administrator	BHCC	BHCC	1	22,461	2,051	4,447	1,948	4,963
	Team Leader	SPFT	BHCC	2.70	108,933.90	11,739.11	15,664.70		
Dementia Service Total				29.99					
Assessment & Treatment Service	Senior Social Worker	BHCC	BHCC	4.01	162,225	19,080	32,121	7,759	12,944
	Social Worker	BHCC	BHCC	8.44	309,672	35,386	58,852	16,318	27,221
	Social Worker	BHCC	CCG via SPFT	1.60	58,702	6,708	11,156	3,093	5,160
	<i>Social Care Worker</i>	<i>BHCC</i>	<i>SPFT</i>	2.00	55,854	5,748	11,059	3,867	6,450
	Occupational Therapist	SPFT	BHCC	0.56	21,855	2,333	3,143		
	Team Leader	SPFT	BHCC	1.90	40,057	4,308	5,760		

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
	Lead Admin Development Manager	SPFT	BHCC	1.00	26,425	2,427	3,800		
	East Brighton Service Manager	SPFT	BHCC	1.00	47,126	5,283	6,777		
Assessment & Treatment Service Total				20.51					
Mental Health Homeless Team	Senior Social Worker	BHCC	BHCC	0.78	30,671	3,574	6,184	8,042	3,783
	Senior Social Worker	BHCC	SPFT	0.22	8,461	986	1,706	2,268	1,067
	Social Worker	BHCC	CCG via SPFT	1.00	34,889	3,922	7,035	10,310	4,850
	Team Leader	SPFT	BHCC	0.91	41,713	4,646	5,998		
Mental Health Homeless Team Total				1.91					
Mental Health Management	General Manager	BHCC	BHCC	1.00	63,251	8,190	12,844	7,360	10,076
	Professional Education Consultant	BHCC	BHCC	1.22	55,087	6,674	11,186	8,980	12,293
	Practice Manager (Advanced Social Work Practitioner)	BHCC	BHCC	0.81	36,725	4,449	7,458	5,968	8,170
Mental Health Management Total				3.03					
Secure & Forensic Team	Senior Social Worker	BHCC	BHCC	1.00	41,187	4,869	7,827	1,933	3,225
Secure & Forensic				1.00					

Team	Post title	Employed by	Post Funded by	Budgeted FTE's	Budgeted Salary	Budgeted NI	Budgeted Pension	BHCC Mgmt and Admin	BHCC SSC Costs
Team Total									
Grand Total				74.37	2,732,258	309,629	489,104	152,701	264,144

** Budgeted Salaries assume 1.5% increase for 22/23. Actual 22/23 increase to NJC salaries yet to be negotiated.*

SCHEDULE 7 – CO-LOCATED STAFF



Document	BHCC SPFT S75 JOINT AGREEMENT FOR CO-LOCATED STAFF
Audience	BHCC SPFT Management BHCC SPFT HR
Date Agreed	Reviewed August 2022
Review Date	August 2023

1. Introduction

- 1.1. The purpose of this Schedule is to set out the basis on which Council Staff will remain employed by the Council but will be located at premises of the Trust.
- 1.2. Provisions regarding the rights and obligations of the Partners in relation to any staff who are hereafter co-located are set out in this Schedule and the relevant sections of the Agreement.

2. Terms used

- 2.1. In this Schedule:
 - the “Host Organisation” is the Partner in whose buildings the member of staff will be working in: and
 - the “Employing Organisation” = the organisation the member of staff is contracted to work for.

3. Responsibilities of Employing Organisation

- 3.1. The Employing Organisation will identify staff engaged in the direct delivery of the Services. This will include temporary staff, trainees or locums assigned to the service as well as staff in permanent positions.
- 3.2. The duration of the co-location of any Staff will be for the term of the Agreement.
- 3.3. The co-located Staff will remain employed by the Employing Organisation which originally employed them for the duration of their co-location to the Host Organisation. Throughout their co-location at the Host Organisation the Employing Organisation will remain responsible for the payment of salary, allowances, and

expenses, tax, NI and pension contributions due to and/or with respect to the co-located Staff which each Employing Organisation employs.

- 3.4. The Employing Organisation will ensure that the co-located staff are cleared to carry out their full duties having undertaken all necessary pre-employment checks and having alerted the Host Organisation to any outstanding investigations. The Employing Organisation is responsible for issuing the necessary paperwork to the co-located Staff.
- 3.5. At the end of the co-location of Staff the Employing Organisation will be responsible for all matters relating to the employment of the Staff it employs.

4. Responsibilities of the Host Organisation

- 4.1. The Host Organisation will be responsible for providing the Employing Organisation(s) with all relevant management information to enable the Employing Organisation to pay the co-located staff and shall complete necessary returns e.g. sickness, maternity, other absence, and reportable incidents/accidents.
- 4.2. Staff should make themselves aware of the relevant policies from the Host Organisation (See Appendix 1 in Schedule 8).
- 4.3. The Host Organisation will be responsible for ensuring co-located staff take part in an induction appropriate to their role.
- 4.4. The Employing Organisation will be responsible for ensuring all co-located Staff receive regular supervision, appraisal and development reviews.

5. Records

- 5.1 The Employing Organisations shall keep all records in relation to the co-located Staff which it is required by Law or this Agreement to keep and shall, upon the Host Organisation's reasonable request and subject to compliance with Data Legislation and the Data Sharing Agreement, provide the Host Organisation with access to those records including, where appropriate, the taking of copies.
- 5.2 The Host Organisation shall keep all such records as are reasonably within its possession as a result of its obligations in this Agreement and upon the Employing

Organisation's reasonable request and subject to compliance with the Data Legislation and the Data Sharing Agreement, provide the Employing Organisations with access to those records including, where appropriate, the taking of copies.

SCHEDULE 8 – Joint HR Protocol for the Management of Staff



Document	BHCC SPFT S75 Joint HR protocol for the management of staff
Audience	BHCC SPFT Management, Human Resources,
Date Agreed	August 2022
Review Date	August 2023

1. Introduction

- 1.1 This protocol sets out the principles relating to the co-location of staff to be deployed in connection with the Services. It aims to ensure that all staff are treated fairly and that the principles of equality and diversity are upheld. Where there are any problems or difficulties relating to the employment or management of staff working within integrated services, the aim will be to resolve these at a local management level wherever possible.
- 1.2 It has been agreed that the Joint HR protocol will be reviewed during 2023/2024.
- 1.3 The terms "Host" and "Employing" Organisation are those defined in paragraph 2.1 of Schedule 6 of the Agreement i.e.
 - The "Host Organisation" = the organisation the member of staff will be working for during the term of the co-location.
 - The "Employing Organisation" = the organisation the member of staff is contracted to work for.

2. Arrangements and Position of Co-located staff

- 2.1 The co-located staff will have been informed of the Agreement for co-located staff (Schedule 7).
- 2.2 Staff co-located under this agreement remain employed by the Employing Organisation throughout the period of co-location. The Employing Organisation will ensure that they are paid as normal.
- 2.3 Staff co-located under this Agreement will be those in permanent positions and will also include any temporary staff, trainees or locums assigned to the Services.
- 2.4 Where teams of staff are co-located, responsibility will be with the line managers from the Employing Organisation.

- 2.5 All staff within integrated services will retain their Employing Organisation's terms and conditions of employment as set down in their contract of employment. However, these may be subject to any modifications made in the normal way through national or local agreements and consultation affecting their staff group. Any variation in terms and conditions arising as a result of the arrangements set out in this Agreement will be the subject of specific negotiation with recognised trade unions representing the employees concerned.

3. Policies and Procedures

- 3.1 The Human Resources policies and procedures of the Employing Organisations will apply to the co-located staff, with the exception of the procedures noted in paragraph 3.6 below.
- 3.2 Where staff from both Parties are jointly involved in an issue, the individual members of staff will be covered by the appropriate procedures operated by their Employing Organisation. However, it is recognised that this may on occasion be impracticable due to anomalies that may exist between procedures and working practices operated by the two Parties. In each case and in a timely way the Parties shall agree the procedure to follow, with full involvement from staff representatives.
- 3.3 The Host Organisation will follow the Employing Organisation's HR policies and procedures for all co-located Staff. HR staff from the Employing Organisation will provide support as necessary to execute these policies and the process of HR management.
- 3.4 The Host Organisation will seek agreement with the Employing Organisation where it wishes to introduce measures outside the Employing Organisation's policies or Terms and Conditions or where the application of policies may result in risk or liabilities for the Employing Organisation as employer of the co-located staff.
- 3.5 The relevant policies and procedures for the Employing Organisations are available via their intranets and Human Resource Departments.
- 3.6 The following procedures have been agreed as joint policies and procedures by the Partners and shall apply to all staff delivering the Services, regardless of employer:
- Joint Management of Change (Schedule 9)
- 3.7 The applicable Whistleblowing Policy will be that of the Employing Organisation of the member of staff raising the concern. Where concerns are raised that involve staff from the other organisation, then concerns will be appropriately shared with relevant managers in that other organisation.
- 3.8 In order to ensure that the Employing Organisation's policies and processes are fully supported in the integrated care services the Joint Management Group will ensure that robust HR support is available to both Parties.
- 3.9 The Host Organisation will use its best endeavours to ensure that all managers of co-located staff attend management training and updates provided by the Employing Organisation especially in relation to the Employing Organisation's policies & procedures, including management of complaints procedures.

- 3.10 The Employing Organisation will ensure all co-located staff are kept informed and up-to-date with policies and procedures applicable to them.
- 3.11 Policies and procedures of each Party not mentioned specifically in this Agreement will continue to apply to employees of each respective Party and it is agreed that the managers for designated integrated services will have the authority to act in accordance with the policy requirements.

4. Roles and Duties of Staff

- 4.1 Staff of the Council will undertake Council Functions and Staff of the Trust will undertake NHS Functions. These will operate together within an integrated service design.
- 4.2 The Joint Management Group (JMG) may agree that for some staff posts the Staff may undertake the duties of both Partners in the course of their work. This will be subject to appropriate competency and training and will need to comply with the intentions set out in any local workforce plan for the longer-term delivery design for services.
- 4.3 Staff will not be asked to undertake duties traditionally beyond the scope of their appointment except where agreed by the JMG.
- 4.4 All managers will be developed to undertake their role to ensure safe and effective care.

5. Management of Staff

- 5.1 Staff co-located will be managed and directed in their duties by their Employing Organisation (please see Appendix 1).

6. Managing Performance

- 6.1 The Employing Organisation will be responsible for undertaking any disciplinary, performance, capability and matters.
- 6.2 All formal warnings up to and including final written warning and dismissals can only be undertaken by authorised managers within the member of staff's Employing Organisation. All appeals against dismissal will be conducted within the member of staff's Employing Organisation in accordance with usual procedures.
- 6.3 Suspension from duty can only be authorised by a senior manager within the member of staff's Employing Organisation.
- 6.4 The manager undertaking any disciplinary, performance or capability matters will be supported by Human Resource staff from the member of staff's Employing Organisation.
- 6.5 The day to day management of attendance at work will be the responsibility of the immediate line manager in the normal way. Any issues or concerns about absence

will be dealt with through the policy of the Employing Organisation, with support from a member of the Human Resources team from the Employing Organisation.

7. Managing employee concerns/disputes.

- 7.1 Staff will be covered by the grievance procedures and policies of their Employing Organisation. The Employing Organisation will deal with all informal action and any formal grievance hearings at stage 1. Any formal hearings required at stage 2 or 3 will be conducted by senior managers within the member of staff's Employing Organisation. Any involvement of ACAS will involve managers from the member of staff's Employing Organisation.
- 7.2 Collective disputes/grievances will be managed by the Employing Organisation at stage 1 or 2, and will be dealt with by senior managers or councillors within the member of staff's Employing Organisation at any stage above this. If any dispute is likely to affect employees from both organisations then both Partners will be involved in the resolution and will agree with staff side representatives which policy(ies) will be used.
- 7.3 The member of staff has some flexibility about who to report to any allegations of harassment, bullying or discrimination to. Where such allegations are reported to a line manager employed in the other organisation than the complainant, that line manager will have the authority to conduct the investigation supported by a member of the Human Resources team from the same organisation as the complainant. This does not prevent an independent manager being appointed to investigate and this person may be from either organisation. Any resulting disciplinary action will be conducted in accordance with the above protocol on disciplinary procedures.

8. Managing Change

- 8.1 Neither Party shall materially alter the number of staff carrying out the Functions covered by this Agreement without the prior consultation and written consent of the other Party.
- 8.2 Any significant change proposed by either Partner to the delivery of Services is subject to the authorisation of the Joint Management Group.
- 8.3 The Parties agree to comply with the management of change and redundancy policy set out below.

9. Payroll

- 9.1 The line manager will be responsible for ensuring that appropriate salary returns and timesheets are returned to the Employing Organisation's payroll department by the agreed date each month. This protocol gives the authority to line managers to discuss payroll issues with either payroll department as appropriate. When a member of staff is recruited to the Services they will be placed on the payroll of the Employing Organisation.

10. Professional Development

- 10.1 The Employing Organisation will ensure that all co-located staff receive appropriate training and development to meet professional registration requirements, continuing professional development requirements and shall provide training, development and support in circumstances where mediation has been identified as a requirement.
- 10.2 The Employing Organisation will ensure annual appraisal and development reviews are undertaken by management for all co-located Staff and that this information is used jointly by Council and Trust managers for the co-located Staff as appropriate for the purposes of individual development activities.
- 10.3 Supervision policies, supported by training, exist in both organisations.
- 10.4 The Employing Organisation will ensure regular professional supervision is provided to all co-located staff.

11. Recruitment

- 11.1 Staff of the Council will undertake Council Functions and Staff of the Trust will undertake NHS Functions.
- 11.2 The recruitment procedures of the Employing Organisation will be used to administer the process. Short listing and interview panels will include a representative from each organisation wherever possible.
- 11.3 Authorisation to recruit to posts relating to the Services will rest with the respective Employing Organisation.
- 11.4 The Parties have agreed the Joint Appointment Process (paragraph 13 below) for making joint appointments to designated key posts connected with the Arrangements.
- 11.5 The Council shall appoint and employ all new or replacement Social Workers (including Approved Mental Health Professionals) in connection with the Arrangements. For the avoidance of doubt, Approved Mental Health Professionals shall not be co-located to the Trust for the purpose of performing functions excluded under the Regulations.
- 11.6 The Employing Organisation will issue paperwork to the appointee ensuring they are cleared to commence in post. The Host Organisation is responsible for checking the employee is cleared to carry out their full duties, compliance with health and safety regulations and organising induction for the co-located member of staff.

Management of Staff

This is a guide to assist managers and staff within the Council and the Trust in handling people management and health and safety issues.

Purpose

This guide signposts managers and staff to enable them to use the appropriate organisation's policy/procedure when dealing with people management and health and safety issues between the partner organisations.

The aim of this guide is to:

- Provide an overview of how to apply the procedures in practice,
- Reduce the risk of cases being mishandled due to managers either using the wrong procedure or failing to apply the right procedure correctly because they are unfamiliar with it
- Reduce the risk to staff's health and safety due to following the wrong procedure or failing to apply the right procedure correctly.

Scope

Guidance for managers and staff within integrated services on managing the following key HR and health and safety issues:

Human Resources

- Discipline
- Performance
- Grievances/collective disputes
- Sickness absence
- Recruitment
- Managing organisational change
- Bullying, harassment or discrimination
- Whistleblowing / Freedom to Speak Up.

Health & Safety

- Health and safety policies, standards and guidance documents and training
- Incident reporting
- Health and safety building premises issues (e.g. first aid, fire safety, asbestos, legionella, contractor management etc.)

1. *Human Resources*
Which procedure should be used and when

When dealing with people management issues, the Council and Trust managers should use the appropriate policy/procedure operated by the employer (see table below). Normally the same principle will also apply where staff from the Council and Trust are jointly involved in an issue. However, where this is impracticable due to anomalies between the two organisations' policies or procedures, the parties should agree at the outset the procedure to follow. Any formal processes can only be implemented by an officer from the employing organisation. Trade union representatives must be involved fully in these discussions.

All policies/procedures relevant to Council employees can be accessed through the [Supporting You pages](#) on the Wave intranet. All policies/procedures relevant to Trust employees can be accessed through 'Key Documents, Workforce Policies' on the Trust Intranet pages

Managers are strongly advised to seek advice and support from the relevant HR team when dealing with people management issues, particularly where they are unfamiliar with the policy or procedure they need to use or if they are unclear as to who can carry out formal action.

Top tips when applying HR policies/procedures in practice

Line managers should always:

- Use the correct organisation's procedure
- Make sure they follow the procedure as the case can fail due to procedural errors irrespective of the merits of the case
- Always check who has the authority to suspend, hear cases and dismiss employees as these differ between the two organisations
- Always check and adhere to the timescales set out in the procedures as these differ
- Seek advice from the appropriate organisation's HR team if unsure on what to do.

How to apply individual key HR policies and procedures

Disciplinary matters

Name of Policy:

Trust: Disciplinary Policy & Procedures
Managing Concerns about Medical Staff Policy
Suspension Policy
Investigation Policy and Procedure

Council: Disciplinary Procedure and Guidance

Informal action: will be dealt with by the line manager from the employing organisation.

Disciplinary investigations: will be dealt with by the line manager from the employing organisation.

Suspension from duty: can only be authorised by a senior representative in accordance with the policy and procedure of the employing organisation.

Formal warnings: can only be issued by appropriate levels of management in accordance with the policy and procedure of the employing organisation (as long as management is from the same employer as the employee).

Dismissal: can only be undertaken by authorised managers within the employing organisation

Appeals against dismissal: heard by a panel of councillors (Council) or a panel chaired by an Executive Director (Trust) in accordance with the procedure of the employee's employing organisation.

Performance matters

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Formal Action under Stage 2: will be carried out by a senior manager from the employee's employing organisation.

Formal Action under Stage 3: will be carried out by a senior manager from the employee's employing organisation.

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Dismissal: can only be undertaken by authorised managers within the employee's employing organisation.

Appeals against dismissal: will be heard by a panel of councillors (Council) or a panel chaired by an Executive Director (Trust).

Managers are strongly advised to always refer to the full procedure for more details.

Grievances/collective disputes

Name of Policy:

Trust – Individual and Collective Grievances Policy
Investigation Policy & Procedure

Council – Grievance Procedure and Guidance and/or Disputes Procedure

Staff will be covered by the procedure of their employing organisation. There are significant differences between the Trust and Council procedures and therefore managers are strongly advised to seek HR advice from the relevant HR team to avoid procedural errors.

Sickness Absence

Name of Policy:

Trust - Sickness Absence & Attendance Management Policy
Council - Attendance Management Policy and Procedure

Reporting and recording arrangements: will be dealt with by the line manager of the employing organisation.

Day-to-day management of attendance at work: will be dealt with by the line manager of the employing organisation.

Dealing with concerns: any issues or concerns about absence should be dealt with under the policy of the employing organisation with support from the HR team of the employer.

Occupational health referrals: line managers within the integrated service are given authority through this Protocol to liaise with, refer to, and receive advice from the occupational health service of the employing organisation.

Recruitment

Shortlisting/interview panels: should include a representative of each organisation wherever possible.

Managing organisational change and redundancy:

The Trust and Council have a jointly agreed policy 'Management of Change and Redundancy' for the management of change within the integrated service. Where it is agreed by HR that this policy does not apply, the policy of both individual organisations will continue to be applied.

The Council's Organisation Change Management Framework specifically states that in situations where a post is broadly similar, except that the grade of the post in the new structure is higher, the post will be regarded as a new post.

Once the job match exercise has been completed all affected employees (including those on sick leave or maternity leave) must be notified of the proposed automatic slots and the arrangements for ring-fenced recruitment, including details of those individuals included in the ring-fence. As soon as any appeals concerning the proposals for slotting and ring-fences have been dealt with, the ring-fenced recruitment process may commence and automatic slots confirmed.

Employees offered an appointment through the automatic slot process or ring-fenced recruitment will have seven calendar days in which to confirm their acceptance. Employees must be advised of the consequences of unreasonably refusing an offer. If an employee unreasonably refuses an offer of appointment he/she will lose the right to further consideration under this procedure and the re-deployment policy.

Employees will be given the opportunity to appeal where they consider a possible match concerning the proposals for slotting and ring-fences has been overlooked. Written representations must be received by the nominated person within seven calendar days of the proposals being issued to the staff. Any employee who remains unplaced at the end of the recruitment exercise and is subsequently dismissed will have the right to appeal against their dismissal.

Bullying, harassment or discrimination at work

Name of Policy:

Council: Dignity at Work (Managing Bullying & Harassment Grievances)
Investigation Policy and Procedure

Suspension Policy
Disciplinary Policy & Procedures

Trust: Dignity & Respect at Work Policy and Guidance
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Whistleblowing

The policy to be used will be that of the whistle blower's employing organisation. Where the concerns raised involve staff from the other organisation, then the concerns will be shared with relevant managers in that other organisation on a strictly "need to know basis" only.

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Health & Safety

Both organisations have a Health and Safety (H&S) Policy in place which sets out clear roles and responsibilities of both organisations.

Staff should make themselves aware of the relevant policies from the Host Organisation and any working procedures developed by the team they work in. H&S policies will be available on the Wave or Pulse intranet systems and are likely to include the following:

COSHH (Chemical Safety)	Display Screen Equipment
Driving at work	First Aid
Food Hygiene	Fire safety
Incident/Accident Reporting	Infection Control
Management Standard	New & Expectant Mothers Risk Assessment
Noise	Personal Safety & Lone Working
Risk Assessment	Safer Handling (loads and people)
Stress/Team Resilience	Working at Heights

Healthy and Safe Workplaces

The following health and safety issues relate to the management of premises and ensuring the workplace is safe. For these issues you must follow the policy of the organisation that your workplace is based in.

Incident Reporting

Staff must report incidents immediately to their manager. Staff who are co-located to work in a host organisation should report incidents to their manager in the host organisation. An incident form must be filled in following the host organisation's incident reporting procedure and the line manager should then complete an appropriate investigation. The incident report should then be copied to both the host organisations' Health & Safety department (who will

report the incident, where required, to the HSE in accordance with RIDDOR (the Reporting of Injuries, Disease and Dangerous Occurrences Regulations) and carry out an investigation where appropriate) and the employee's organisation. In relation to incident forms relating to staff members then the employee's organisation will need to be notified by the host organisations by using the notification section at the end of the incident form by sending it to the following email address:

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The Host Organisation should provide suitable training courses to help staff fulfil the job role and should not rely on the employing organisation. Where supplementary training is only provided at either the Trust or the Council then the respective workforce development team needs to be contacted to discuss the training need, likely numbers of attendees and any associated costs.

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SCHEDULE 9 – Joint Management of Change and Redundancy Policy



Document	BHCC SPFT S75 Joint Management of Change and Redundancy Policy
Audience	BHCC SPFT Management, Human Resources, recognised Unions
Date Agreed	Adopted January 2007 Reviewed April 2013 Reviewed September 2019 Reviewed May 2022
Review Date	August 2023

1.0 Introduction and Overview

1.1 The purpose of this policy is:

- To ensure that change is managed in a timely, fair and well-planned way
- To ensure that consultation with staff takes place in a meaningful and positive way.
- To provide mechanisms for ensuring that skilled and valued staff are not lost and staff are not placed at risk of redundancy where this can be avoided.
- To manage change in accordance with best practice, statutory requirements and in accordance with both organisation's commitment to equality and diversity.

1.2 The terms "Host" and "Employing" Organisation are those defined in paragraph 2.1 of Schedule 6 of the Agreement i.e.

- The "Host Organisation" = the organisation the member of staff will be working for during the term of the secondment.
- The "Employing Organisation" = the organisation the member of staff is contracted to work for.

Change may result from a number of different situations such as the re-organisation of a department or a need to make financial savings, the need to change working practices, to improve standards, or the need to combine or reconfigure services. Much of the change will not lead to staff being placed at risk of redundancy though there will be instances where this may be the case for some staff. This policy concentrates on requirements where change may have an impact on job roles or employment security. Many of the principles relating to staff consultation will also apply to situations where employment is not at risk and to staff transfers under the Transfer of Undertakings (Protection of Employment) Regulations (2006) as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

- 1.3 There is recognition of the value that recognised trades unions can make in the change process in supporting staff. Staff have the right to be accompanied by trade union representatives at individual meetings, and to be represented at group meetings and throughout the consultation process.
- 1.4 This policy seeks to be applicable to the majority of changes. Where changes take place nationally, or within the local health economy, specific guidance may be issued to manage some of the elements of the change process consistently between organisations which all organisations involved will be required to adhere to. Where the guidance differs from the arrangements set out in this document additional guidance will be developed to supplement or amend this policy.

2.0 Planning

- 2.1 Any significant change proposed by either Partner to the delivery of Services is subject to the authorisation of the Joint Management Group. Neither Party shall materially alter the number of staff carrying out the functions covered by this Agreement without the prior consultation and written consent of the other Party.
- 2.2 Managers are expected to plan their workforce needs and would normally maintain appropriate staffing levels and skill mix by natural turnover of staff. Where changes in staffing needs can be predicted, managers should work towards achieving those targets by, for example, freezing recruitment to certain posts or taking new staff on short term contracts, training and development of existing staff or redeployment elsewhere within the employing organisation. It is essential that advice is sought from the appropriate HR advisor at the earliest stage.
- 2.3 However, it is recognised that not all changes can be foreseen in the long term or there may be overriding factors that necessitate structural changes that cannot be achieved via natural turnover alone. Where this occurs, the organisation undertakes to consult fully and at the earliest practicable opportunity.

3.0 Consultation

- 3.1 Normally there will be a clear expectation that Trade Union/Professional Bodies will be informed of proposed change prior to commencing wider staff consultation. In the spirit of openness and partnership working many changes are discussed with staff and staff representatives prior to the commencement of formal consultation. It is strongly recommended that where appropriate, managers discuss the outline of proposals with staff at an early opportunity to benefit from their knowledge about their job functions. This may take place prior to the finalisation of new structure proposals.
- 3.2 Consultation with staff and unions should begin at the earliest possible point. By doing so this allows for staff and their representatives to put forward their views so these may be explored jointly before any final decisions are taken. In cases where a change is anticipated but the nature of it is unclear, management should ensure that staff are kept informed of developments. However, consultation must be entered into at an early enough stage to allow staff the opportunity to contribute to the final outcome.
- 3.3 Where staff are at risk of redundancy due to the change, consideration will be given to all reasonable alternatives to avoid any redundancies.

4.0 Period of Consultation

- 4.1 Where changes are planned that affect the workforce a period of consultation will be agreed with staff and union representatives. This will be a reasonable period in the light of the nature of the change and is not likely to be less than 4 weeks or in excess of three months but will be planned to allow sufficient time:-
- to receive information about the proposed change
 - to discuss this, make comments, ask questions
 - to receive a response to those comments and questions.
- 4.2 Where the changes proposed are likely to result in redundancies, consultation periods will comply with the statutory requirements placed upon employers.
- 4.3 The length of the consultation period may be extended where there is reasonable justification, subject to the agreement of both management and trade union/professional body.

5.0 Consultation Document

- 5.1 As part of the consultation process managers will produce a consultation document which outlines the proposed change. The information contained in this document should outline the current situation including
- where relevant - the current staffing structure and grade
 - where relevant - the proposed future situation, outlining the proposed staffing structure and grades
 - the reasons for the proposal
 - proposals on the steps towards achieving the change based on the principles in this document including specific reference to time scales
- 5.2 Where a redundancy situation is envisaged the document should make clear the information required under employment legislation including the numbers of any possible redundancies and the proposed method of selection and timetable as outlined above. Management will also provide any other reasonable information requested by trade unions/professional bodies or staff.
- 5.3 Consultation will be undertaken with the aim to reach agreement with staff and their union representatives and where there is a potential redundancy situation work in partnership to explore ways of:-
- avoiding the proposed dismissals
 - reducing the number of employees to be dismissed
 - mitigating the consequences of the dismissals on the individuals concerned
- 5.4 Should the agreed consultation period be exhausted without agreement being reached or any viable alternative identified, the consultation process will be brought to a close and staff be given notice of the date on which the proposed change will take place.
- 5.5 To ensure that the consultation period is used effectively staff and union representatives are requested to make comments and suggestions about the proposals in a timely fashion. While it is understood that some points may not be settled until the end of the consultation period, any issues of major consequence to

staff must be highlighted within the early stages of the process in order to allow management to respond and consider alternatives.

- 5.6 It is important that staff and their representatives notify management of concerns at an early stage to allow consideration of alternative proposals. It may not be feasible to extend the consultation period where staff and union representatives have not fully utilised the consultation time available to them.
- 5.7 Joint consultation with the unions and the staff may take different forms and these should be agreed at the outset in the light of what is proposed in the consultation document. Consultations may involve full staff meetings including trades union/professional body representatives, or a combination of staff meetings and union meetings.
- 5.8 Where staff meetings take place, it is important that management ensure that there is a mechanism for staff who are unable to be present to be informed about what has been discussed at the meeting. This will usually take the form of a letter outlining the main points discussed and any agreements reached.
- 5.9 Throughout the period of consultation the employer agrees to:-
- provide adequate information about the proposal to enable a full response to be made
 - allow sufficient time for the unions to consider the proposals and properly consult with their members
 - consult directly with the employees over the proposals both individually and collectively to ensure a full understanding of the proposals and their implications
 - allow staff affected and the unions to express their views and any concerns about the proposals
 - allow the unions and staff reasonable time to formulate and present any counter proposals for consideration
 - formally respond on the outcome of these considerations and where any alternative proposals have been rejected, state the reasons why.

6.0 Individual Consultation

- 6.1 At joint consultation meetings it is not appropriate to discuss the particular circumstances of individual staff. It is imperative that individual meetings are scheduled to take place at the earliest opportunity after the first consultation session. This is particularly important where redundancies are being considered.
- 6.2 In certain circumstances, where, for example one or two individuals in identifiable posts are affected by redundancy and no others are, or an individual affected by redundancy is the manager of the service, it may be appropriate to discuss with such staff, their individual situation prior to the overall consultation meeting to avoid embarrassment.
- 6.3 At each individual meeting the member of staff will have the opportunity to be accompanied by their representative, or if not in a union, they may choose to bring a colleague with them for moral support. The meeting will be held by their manager, or a representative of their manager who is fully versed in the proposals and the reasons for their proposals. It is advisable to involve an HR representative in the meeting but an HR representative must be in attendance if there are to be any staff members involved who are at risk of redundancy.

- 6.4 At the meeting the individual will be advised of:-
- the proposed changes and how these will affect them personally, including if they are at risk of redundancy
 - the reasons for the changes including the potential redundancies in the particular area of service
 - the process to be adopted including any agreed methods for reducing the numbers of redundancies

The member of staff should be asked for their views about the proposed change. They may wish to have their views represented by their representative. They will also have the opportunity to state their preferences for their own individual position in any future structure or working pattern. There is no obligation on the organisation to adhere to preferences if unable to.

- 6.5 Where a member of staff does not wish to be accompanied by a union representative or colleague, consideration will be given to them bringing a friend for moral support with agreement from the panel chair. In such cases their friend will not have the right to speak on their behalf or take a significant part in the meetings.

7.0 Notification of risk of redundancy

- 7.1 Following the individual consultation with staff where redundancies have been identified in the service, those staff will be issued with formal notification of their status of being "at risk of redundancy". This will enable them to be included in any redeployment pool for alternative employment in accordance with this policy.
- 7.2 Staff will normally be required to work their notice, in certain circumstances different work or leave arrangements may be negotiated by either party. There is no contractual arrangement for Council staff to be paid "in lieu" of notice, although this is provided for within the SPFT employment contract.
- 7.3 Reasonable time off to look for work and attend interviews will be granted.
- 7.4 A failure to accept or apply for suitable alternative employment that is identified through the re-deployment process may invalidate the member of staff's entitlement to redundancy pay.

8.0 Procedure for Appointment to New Staffing Structures

- 8.1 This procedure applies when the structure of the department changes in one or more of the following ways:-
- merging roles and responsibilities,
 - creation of new roles and responsibilities,
 - merging of departments and a change to the skill mix within the department
 - reduction in a number of posts at a particular level, or an increase in the number of posts at a particular level.
- 8.2 The procedure for the selection of staff to occupy posts in the new structure will be determined following consultation with the affected team and will be written in line with the principles below.

- 8.3 **Job Descriptions and Person Specifications**
Full job descriptions and person specifications will be produced prior to the appointment to posts, in sufficient time for consideration by all potential eligible candidates. Job descriptions will generally be available as part of the consultation document package. Where staff views are necessary for their production they will be issued in draft form and revised during the consultation process.
- 8.4 **Automatic appointment**
When new posts are created which are broadly similar in nature to existing posts and of the same grade and there is no reduction in the number of posts, the existing post holders will be automatically appointed into the new post. It is envisaged that such posts would be assessed as being broadly similar to the previous post.
- 8.5 **Staff will not be required to complete formal application forms for ring-fenced posts.**
- 9.0 Competitive “slotting in”**
- 9.1 **Once the automatic “slotting in” process is complete, the structure will be appointed to from the top down in most instances. Where there is no right to automatically “slot in” or reduction in the number of posts, a competitive “slotting in” process will take place. Posts will be ring-fenced for staff in the affected group in the first instance. Members of staff will be required to demonstrate that they have the skills necessary or could develop the skills necessary within a reasonable time period i.e. within six months.**
- 9.2 **Staff who are in posts that are not assessed as broadly comparable but contain some similar duties and responsibilities to the newly created posts, will be invited to apply for these posts. This is to ensure that people with the most appropriate skills are considered for the posts. A member of staff may express an interest in more than one post.**
- 9.3 **Staff will be asked to write a short statement outlining their suitability for the post, their skills, qualifications and experience. They will be shortlisted if they meet the criteria in the person specification.**
- 10.0 Interviews for competitive “slotting in” process**
- 10.1 **Arrangements will be made to provide support and advice about the interview process to those that request it.**
- 10.2 **Every effort will be made to ensure that interviews are as informal as possible, however a degree of formality will be required to ensure that each interview is consistent and evidence can be gathered about each candidate in full for consideration against the person specification.**
- 10.3 **The panel will comprise of the appointing manager, a relevant professional from outside the department and/or a member of the supporting HR department. Every effort will be made to ensure that the panel consists of no more than 3 people. This may not be possible in certain posts, such as those involving multi-agency or multi-department working or for very senior posts.**
- 10.4 **The panel will take care that their questioning allows the candidate to show the full range of their skills and experience, only information presented at interview will be considered. Skills, such as presentation skills will, where necessary, be assessed from**

performance in tests, in addition to the interview. The panel may give all candidates information about the main areas for discussion prior to the interview. Formal feedback will be available to all candidates on their performance.

11.0 Advertisement of Posts

- 11.1 Once the automatic and competitive slot process is complete, unfilled posts will be advertised through the normal recruitment processes identified in Schedule 8 (HR Protocol).

12.0 Measures to retain staff in employment: Redeployment

- 12.1 When one or a number of staff are identified as being at risk of redundancy, management will seek to identify suitable or potentially suitable posts for them. Suitable posts may be identified from across the Services. In addition:
- for staff employed on Trust contracts of employment, posts will be identified from across the Trust (or successor organisation) services.
 - for staff employed on Brighton and Hove City Council contracts of employment, posts will be identified across the City Council.
- 12.2 Staff who are declared "at risk" will be asked to clearly identify the areas of alternative work within which their skills and interests lie on redeployment pro-forma. The redundancy and redeployment process will be discussed with the individual at this time. Once completed, the pro-forma will be used to clearly identify areas of work that may offer suitable employment and where practicable a recruitment freeze in those areas will be actioned. To ensure that the impact on other services is minimised there will not be a blanket approach to freezing posts. As soon as the change proposals are announced, it is expected that vacancies will be frozen or appointed to on a temporary basis within the service in which the change is taking place. Where possible, in the first instance staff will be redeployed within the service in which they currently work but should this not be practicable, re-deployment on a wider basis will be considered.
- 12.3 Other measures may be considered such as reduction in the use of bank staff, agency workers or overtime where these cover what could be translated into a permanent vacancy.
- 12.4 Posts identified through any of these processes will be ring-fenced in the first instance for consideration by those staff who require re-deployment. The ring fence of posts will be open to include staff who are being re-deployed for reasons other than redundancy.
- 12.5 Due to increased partnership working between organisations and increasing opportunities for staff development between organisations, careful consideration will need to be given to staff in the following situations when determining eligibility for consideration for posts in the new structure.
- Joint posts
 - Fixed term contracts

- 12.6 Staff seeking redeployment will be matched against suitable vacancies and where a reasonable alternative post is identified an appointment will be made outside of any other recruitment process.
- 12.7 Staff with redeployment status may apply for posts that they have not been matched to i.e. promotional opportunities but in these cases they would apply and be considered in line with normal recruitment procedure.
- 12.8 Temporary re-deployment: re-deployment to a suitable temporary position will be considered in agreement with the member of staff. This will be intended to allow a longer period to seek permanent re-deployment. Redundancy pay will not be affected by the acceptance or refusal of such a post.
- 12.9 If satisfactory alternative employment is not found at the end of the dismissal notice period, redundancy pay will be paid as per the individual employee's contract of employment.
- 12.10 Protection will apply to staff being redeployed into temporary posts but such service will be counted towards the total period of protection entitlement.
- 12.11 Trial periods: all employees who are redeployed owing to being at risk of redundancy are entitled to a trial period of 4 weeks. The dates of the trial period should be recorded in writing. The purpose of this is to allow the manager and member of staff to determine if the post is suitable. The employee can try out a post they may not be sure about without jeopardising their entitlement to redundancy pay. In some circumstances a longer period can be agreed but this may affect entitlement to redundancy payment and a full discussion regarding this should take place at this time.
- 12.12 The manager may be encouraged to recruit someone who may need additional training as he/she will have an opportunity to assess their general suitability and potential during the trial period.

13.0 Pay Protection

- 13.1 Where an individual who is deemed at risk of redundancy moves to a suitable alternative post which attracts a lower wage or salary, the pay protection policy of the Employing Organisation will apply.
- 13.2 BHCC Excess Mileage Policy or excess mileage as set out in the SPFT Protection of Pay & Conditions of Service Policy may be applicable depending on the circumstances of the change.

14.0 Criteria for redundancy selection

- 14.1 It is in the interest of the service to retain staff with the most relevant skills for the posts available. However, in circumstances where compulsory redundancies have been identified any selection criteria for redundancy will be undertaken reasonably and in accordance with objective criteria.
- 14.2 In these cases, consideration will be given to expressions of interest in voluntary redundancy. Volunteers will be accepted dependent on financial considerations, public

accountability for public service expenditure, and the overall need for the skills of the individual within the service. Volunteers will normally only be accepted where it reduces the need for compulsory redundancies.

- 14.3 It will be the responsibility of each employing organisation to determine the criteria for selection following consultation with the recognised trade unions/professional bodies.

15.0 Redundancy

- 15.1 Notice of redundancy will generally be issued to those at risk once the department structure is filled, or during the process of re-deployment. Notice will be issued to be in line with the planned implementation date of the new structure changes. The process for redeployment of staff will continue during the notice period. Reasonable time off to look for work and attend interviews will be granted.

- 15.2 Dismissal process: ending employment through redundancy is a dismissal and must follow statutory requirements of a three stage dismissal to comply with the Employment Act 2002. There may be exceptions where collective redundancies of 20 posts or more over a 90 day period are being considered.

- The first stage is to notify the staff member in writing of the reasons for their proposed redundancy (see para 4.1 above). The outcomes of consultation and the reasons for the outcome of selection decisions and any measures to maintain employment will be confirmed in writing to the individual.
- The second stage is to meet with the employee to discuss the proposal and to confirm the decision following completion of any consultation and selection procedures. This meeting should be conducted by the manager with designated authority to dismiss the employee under their disciplinary procedure and will confirm the dismissal by reason of redundancy. The employee will be notified of their right to appeal in the meeting and this will be noted in the letter confirming the issuing of notice.

Every effort will be made to hold this meeting at a time and date convenient to the post-holder. If they are unable to attend for good reason e.g. sickness, an alternative date will be set within 7 days. If they subsequently fail to attend or did not have a good reason the organisation may decide to issue notice of redundancy without further attempts to arrange a meeting.

- The third stage is to hold an appeal hearing should the employee wish to take up this option. Where possible, the appeal will be heard by a manager more senior than the dismissing manager. The outcome of the appeal hearing will be notified to the employee in writing. There will be no further levels of appeal within the organisation.
- 15.3 Redundancy payment: A redundancy payment will be made where appropriate in accordance with the terms and conditions of the employee's contract of employment. Staff will normally be required to work their notice, in certain circumstances different work or leave arrangements may be negotiated by either party. There is no contractual requirement for Council staff to be paid "in lieu" of notice.

- 15.4 A failure to accept or apply for suitable alternative employment that is identified through the re-deployment process may invalidate the member of staff's entitlement to redundancy pay.

SCHEDULE 10 – Safe & Effective Practice



Document	BHCC SPFT S75 Safe & Effective Practice
Audience	BHCC SPFT Management and Staff
Date Agreed	August 2022
Review Date	August 2023

1. Introduction

In the spirit of joint working, collaboration and maintenance of positive working relationships, this schedule assumes that the following **core principles** will underpin existing and future joint operational and strategic processes, actions, and developments

- Ensure that all practice developments are focused upon improving outcomes for the population we serve.
- Always consider the impact of any changes on our staff teams, working to make our joint systems collaborative and supportive for all.
- Encourage openness and transparency between organisations, to foster trust and communication.
- Focus upon reducing and eliminating duplication of work, to reduce 'hand-offs'.
- Develop systems that enable and empower front line staff to make decisions and thereby reduce unnecessary escalation.
- Set up systems and structures that necessitate regular communication between services at all levels and encourage joint working and collaboration.
- Continue to use the above principles to review and challenge how we are progressing as the new partnership develops.

In common with all practitioners across council adult social care services, mental health social work operates within a model of practice which is strengths based and person-centred and which enables people with care and support needs to maximise independence, prevents the escalation of need, and provides timely information and advice.

2. Safe & Effective Practice

Safe and effective social work is achievable when the operating conditions are such that the role of mental health social work is well understood and that the organisations responsible for the provision of social work provide the necessary support and oversight.

To achieve consistently high-quality outcomes for service users and carers, social workers and social care workers who are employed by Brighton and Hove City Council must:

1. Have and maintain the skills and knowledge to establish effective relationships with people who use social care services and with professionals in a range of agencies and settings and be the key connectors in communities.
2. Be a highly visible and their contribution to mental health care more broadly should be well understood by all.

This schedule emphasises the importance of systems approach to supporting social work in its delivery of mental health care and sets out the key components and expectations of the host and employing organisation.

The intention is to develop a working environment where social work/social care practice and social workers flourish, in turn supporting recruitment and retention and enhancing reputation as a service provider and the experience of people who use mental health social work services.

The shared core expectations of Brighton and Hove City Council (BHCC) (the Employing Organisation) and Sussex Partnership NHS Foundation Trust (SPFT) (the Host Organisation) will enable social workers and social care practitioners (and SPFT employees undertaking delegated statutory social care functions) to work effectively and safely.

SPFT understands and actively promotes the role of statutory social work and social care and in turn ensures that all staff, stakeholders, and people who use services understand its role and function.

3. Statutory Context

Mental health social workers and social care workers who are co-located in SPFT work collaboratively with a range of mental health professionals with a common aim of supporting the wellbeing of people with care and support needs. Applying professional knowledge, values and skills, social workers perform a range of statutory functions on behalf of BHCC.

Social Workers discharge these delegated statutory functions through regulated professional practice. The provision of social care is shaped by statute and statutory guidance and by the following legislation:

- ☐ Care Act 2014
- ☐ Mental Capacity Act 2005 and DoLS
- ☐ Mental Health Act 1983, as amended in 2007 (New Mental Health Act expected to be law from 2023/4)
- ☐ Human Rights Act 1998
- ☐ The Domestic Violence, Crime and Victims Act 2004 and subsequent legislation relating to DVPN, DVPO, the criminal offence of Coercive and Controlling Behaviour, Modern Slavery and Forced Marriage.
- ☐ Working together to Safeguard Children is clear that S11 Children Act 2004 is equally applicable to health and social care staff.

For the purposes of this schedule, the expectations for safe and effective practice must be delivered within the framework of the [Standards for Employers of Social Workers](#)

Standard 1 Strong & Clear Social Work Framework
Standard 2 Effective Workforce Planning Systems
Standard 3 Safe Workloads & Case Allocation
Standard 4 Wellbeing
Standard 5 Supervision
Standard 6 Continuing Professional Development
Standard 7 Professional Registration
Standard 8 Strategic Partnerships

Strong & Clear Social Work Framework (Standard 1)

Social Work professional practice contributes to wider service quality outcomes and achieves this through four core elements:

1. Application of the law and legal literacy.
2. Practice, which is explicitly person centred, strength-based and human rights driven,
3. High performing and professionally accountable practice informed by theory, post qualifying standards, research and policy and the values and standards set out by the professional regulator.
4. Operating within the BHCC performance framework which includes core metrics around operational activity, safeguarding, finance and workforce. The metrics are defined within Schedule 2 (Performance Indicators).

BHCC Social Work is responsible for specific statutory functions which are performed on behalf of BHCC. These duties take primacy over any other mental health function that the social worker's host team or service is responsible for.

It is expected that registered BHCC mental health social workers and BHCC managers provide advice, support, and guidance to SPFT staff to assist compliance with Care Act statutory duties on a day to day and case by case basis.

All BHCC Social Workers and social care workers operate within the defined adult social care model of practice which uses *strength based and person-centred* approaches to conduct the range of statutory duties as outlined below.

Application of professional knowledge and skills is evidenced through accurate record keeping and recording.

(Insert Table on where work must be recorded – Eclipse or Care Notes or both)

Task	Eclipse	Carenotes
S42 (Care Act) Safeguarding	All referrals, forms and casenotes to be recorded on Eclipse.	Duty LEO adds alert in Care Notes which should reflect that there is an open S42 within Eclipse. Inform LP and/or Team Lead of the concerns (and forward any documents) who will then be responsible to update Care Notes including updating Risk assessments and Care Plans.
S117 (Mental Health Act) Aftercare Planning/Reviews	All forms and casenotes to be recorded on eclipse.	Alert to be added on care notes to reflect s.117 entitlement. Care Plan to be updated by LP to reflect s117 aftercare provision.
Care Act Assessments and Support Planning/Reviews	All forms and casenotes to be recorded on Eclipse.	Information to be shared with LP and recorded on Carenotes and in care plan. If there is no LP, the s75 worker will add a note to Carenotes summarising the support plan.
Mental Capacity Act Assessments and Best Interests Decisions which relate to statutory decisions	All forms and casenotes to be recorded on eclipse.	Casenote to be recorded to Carenotes if appropriate.
Restrictive Practices, DOLS, DOLS Objections	All forms and casenotes to be recorded on eclipse. All legal paperwork to be uploaded on eclipse.	Casenote to be recorded to Carenotes if appropriate.
Mental Health Act Assessments and related statutory assessments	Currently under review	Currently under review

For the purposes of this schedule, BHCC Mental Health Social Work functions are defined as:

1. Promotion of individual wellbeing (Care Act 2014).
2. Providing advice and information (Care Act 2014).

3. Undertaking assessment, care, and support planning duties in line with the Care Act and [statutory guidance](#).
4. Support Planning to meet eligible care and support needs including but not restricted to the acquisition of commissioned services.
5. Supporting the transition into adulthood for people with care and support needs.
6. Contributing to planning arrangements for people subject to Mental Health Act S117 After Care.
7. Providing professional social work interventions to meet eligible social care needs or to ensure that the wellbeing (Care Act 2014) of a person with care and support needs is supported.
8. Leading Safeguarding Adults enquiries and overseeing support arrangements for people at risk of abuse or neglect.
9. Performing statutory duties associated with the Mental Health Act when acting as an Approved Mental Health Professionals (AMHP).
10. Maintaining Legal literacy to support excellent practice, including: Care Act, Mental Health Act, Mental Capacity Act, Equality Act, Human Rights Act, Children and Families Act, Criminal Justice legislation.
11. Maintaining an understanding of the social determinants of health (i.e. relationships, financial security, and employment) and championing social and psychosocial interventions for people with mental health needs.
12. Social supervision under Part 3 of MHA.

Existing systems are already in place to deliver these functions, but under this agreement a Joint Operational Group (JOG) (see section 11 below) is tasked with reviewing and developing these processes to ensure they deliver on the principles and statutory requirements outlined above.

Cases which present high risk to individual(s) with care and support needs, which are complex or high profile, or which present a reputational risk to BHCC should be escalated through agreed channels via the General Manager for Adult Social Care

Effective Workforce Planning Systems (Standard 2)

Maintaining safe and effective practice is critically dependent on effective workforce planning and vacancy levels across SPFT and BHCC. Staffing levels will be maintained in line with those outlined in Schedule 6 (staff posts allocated to the arrangements).

Where the delivery of statutory social care would be compromised by labour market influences such as those resulting in a low supply of appropriately qualified social care staff (or where this is anticipated), the Joint Operational Group will monitor and agree actions which promote the continuation of safe and effective practice. Necessary remedial actions will be set out by the JOG to mitigate identified risks relating to BHCC being unable to discharge statutory Care Act duties due to workforce depletion.

Workforce risks will be logged on the JOG risk register.

The Joint Operational Group (JOG) will agree a joint approach to the recruitment of Newly Qualified Social Workers and the provision of placements for social work students, maintaining links with Higher Education Institutions (HEIs) through BHCC Professional Education

Consultants, Learning and Development team and through the BHCC social work Teaching Partnership.

Workforce needs will be overseen by the JOG alongside broader performance measures to ensure that staffing levels are adequate to maintain core business for both SPFT and BHCC and that safe and effective practice is supported.

The JOG will escalate workforce needs to Joint Management Group where necessary.

Safe Workloads & Case Allocation (Standard 3)

It is the responsibility of BHCC, (through designated management roles) to oversee social care work which falls within the definitions in Standard 1 above and this includes the allocation of work.

A mechanism for safe and timely allocation of work will be agreed through the JOG to ensure oversight, accountability and safe and transparent decisions in line with the expectations set out in this schedule. This will be a system agreed jointly with social work practitioners and line managers to set transparent safe working levels in each service area.

Caseloads will be regularly assessed by the practitioner, their supervisor and line manager (where they are different) to take account of work complexity, individual capacity and time needed for supervision and continuing professional development.

Cases will be allocated transparently, with prior discussion with the individual social worker/social care worker, and with due consideration to experience and existing caseloads

Professional judgment about workload capacity issues will be respected in line with the requirements of the practitioner's professional registration (Social Work England Professional Standards).

Contingency action will be taken when workload demand exceeds staffing capacity and escalated, in the first instance to the joint operational management group.

Wellbeing (Standard 4)

SPFT will provide a safe working environment for co-located social workers/social care workers and ensure that their health, safety and welfare needs are met.

Managers with operational responsibility for BHCC employees should refer to the HR schedule.

Managers with operational responsibility for BHCC employees should also refer to the BHCC attendance management tool kit and policy and the BHCC flexible working policy.

Health and safety at work is not only determined by the physical environment but also by the nature of work, which, in the case of social work/social care work is emotionally demanding and complex. BHCC provides a number of [resources, support and guidance](#) in relation to improving general wellbeing of everybody working for the council.

SPFT will ensure the availability of confidential, private spaces which are available for supervision, informal confidential professional discussions between colleagues and other professional meetings.

BHCC will provide co-located staff with the practical tools to work effectively, for example, access to the case recording system (Eclipse), information technology and relevant training to use systems.

Jointly agreed lone working policies will be in place and robustly implemented.

There will be jointly agreed mechanism which enables staff to report and respond to their experience of racism, bullying and/or harassment and ensure staff know about and have access to the Council's BME and Disabled worker fora.

SPFT will actively support social workers and social care workers to participate in professional peer group meetings such as the social work forum which provide an important source of additional support.

Supervision (Standard 5)

Supervision is a core process in supporting the delivery of high quality and high performing mental health social care services. It is an integral part of professional practice, ensuring that people who use social care services are getting the right help and are supported to achieve best outcomes.

It is essential, therefore, that practitioners who are managing complex and emotionally challenging situations have access to regular, high-quality supervision from skilled supervisors and that they engage with reflective practice groups, where they are available.

Supervisors have responsibility for overseeing the professional practice of social workers and social care workers.

BHCC will ensure the availability of professional supervision and reflective practice groups in line with its supervision policy. The policy specifies that supervision should take place regularly, as a one-to-one meeting, in an environment in which confidential discussions can take place.

SPFT will enable social workers and social care workers to access and engage with supervision in line with BHCC's supervision policy and will maintain compliance with the expectation that formal 1 to 1 supervision should be provided, at a minimum, of once every 4 – 6 weeks but the frequency should also be tailored to the supervisee's professional needs.

Where management and supervision arrangements are shared between a SPFT line manager and a BHCC practice supervisor, respective roles, responsibilities, and accountabilities must be set out in the supervision agreement to ensure that they are clearly understood. It is expected that these arrangements are reviewed regularly to ensure that they continue to offer the supervisee the right level of managerial, performance and professional support to maintain safe and effective social work/care practice and that the practitioner is confident in their knowledge and skills to support the delivery of health related (SPFT) tasks

Continuing Professional Development (Standard 6)

BHCC will ensure that all co-located staff receive appropriate training and development to enable safe and effective practice and to meet professional registration requirements (for regulated professionals).

BHCC will ensure annual appraisal and development reviews (PDPs) are undertaken by management for all BHCC employed co-located staff and that this information is used jointly by Council and Trust managers for the co-located staff as appropriate for the purposes of individual development activities.

SPFT will allow all co-located staff learning and secondment opportunities as per the Council policy.

SPFT will provide development opportunities to co-located BHCC staff to ensure that they have access to necessary and appropriate training opportunities relating to clinical aspects of mental health which are applicable to social care practitioner roles or which support collaborative working across multidisciplinary teams.

BHCC has delegated statutory care and support planning functions to SPFT. BHCC must therefore ensure that these functions are carried out and that all relevant duties under the Care Act, regulations and statutory guidance are fulfilled.

As SPFT is carrying out care and support functions on behalf of BHCC (for example conducting a care act assessment) relevant SPFT Staff must have the appropriate training, knowledge, and skills to do so.

BHCC will ensure that appropriate training and development opportunities are available to SPFT staff who undertake care and support planning statutory duties on its behalf and SPFT will enable these staff to participate in this training.

Where mandatory training targets have been jointly agreed with the aim of enabling safe and effective practice (either solely for BHCC or jointly for SPFT/BHCC staff), these will be monitored by the BHCC Finance and Performance Board.

Training requirements and expectations (including training targets) may evolve where practice development needs are identified through the Joint Operational Group (JOG).

The BHCC Practice Development and Assurance Board (PDAB) is responsible for governing, steering and leading practice development requirements. The JOG will therefore be represented at the PDAB.

Professional Registration (Standard 7)

BHCC will reimburse registration fees for co-located BHCC staff in circumstances where professional registration is a requirement of the role.

SPFT and BHCC will be familiar with Social Work England's [Professional Standards](#) for safe and effective practice and understand a social worker's regulatory requirements to maintain their professional registration.

SPFT will foster and encourage a culture of ethical practice to ensure that social workers are supported to challenge unsafe practice and report concerns in accordance with professional standards.

Social Workers will be supported and encouraged to uphold the regulators professional standards which are specialist to social work, ensuring that effective CPD opportunities and supervision are provided.

SPFT and BHCC will support social workers in upholding the regulator's professional standards, which are specialist to social work, ensuring effective CPD opportunities and supervision are provided.

Any decision about fitness to practice referral to professional regulators will be taken following or in conjunction with formal HR procedures and in consultation with the BHCC Principal Social Worker.

Strategic Partnerships (Standard 8)

BHCC and SPFT recognise that the expectations set out in this schedule requires a jointly agreed programme of work which sets out priorities and monitors progress and actions. This is an essential requirement to deliver the best outcomes for both staff and population

To enable this, the following governance structure has been jointly agreed:

- Quarterly Joint Management Group (Schedule 4) provides over-arching governance for the Section 75 agreement.
- A monthly Joint Operational Group (JOG) is responsible for developing a jointly agreed work programme to improve and maintain operational practices, pathways and processes which enable safe and effective practice as outlined within this schedule.
- The JOG will jointly monitor, develop and where necessary improve operational processes and pathways. The JOG will use existing performance measures and feedback sought from practitioners to inform actions and priorities. The JOG will provide quarterly progress and update reports to the Joint Management Group.
- The JOG will develop and maintain a risk register to identify and monitor operational risks which relate to compliance with BHCC's statutory duties and practice requirements, and which includes specific reference to assessing compliance with the expectations set out in this schedule.
- The JOG will use data to monitor compliance with BHCC performance indicators.
- Where the JOG identifies the need for additional performance measures (quantitative or qualitative), approval will be sought from the BHCC Finance & Performance Board. The BHCC Finance & Performance Board is responsible for strategic oversight of Health and Adult Social Care performance more broadly.
- Where SPFT operational team leads are responsible for the day-to-day management of social care practice and compliance with BHCC statutory social care duties, there participation in the JOG is an essential requirement.
- It is the responsibility of SPFT to ensure that team leads are adequately familiar with the social care requirements of their role and that this is reflected in the induction of new staff and in ensuring access to the relevant social care training and continuing professional development.
- There will be joint participation in quality assurance/ practice audits, as required by BHCC.

Appendix 1

Joint and BHCC Governance Functions

BHCC Finance & Performance Board	Enables oversight of directorate performance within a framework of key performance indicators - providing a forum for actions to be agreed and progress monitored	
BHCC Practice Development & Assurance Board	Provides governance and a visible platform for practice development and assurance. It is responsible for quality assurance of practice, identifying gaps and making recommendations for development/investment to the Director of Adults Social Services (DASS), reporting quarterly to the BHCC Directorate Management Team (DMT).	
Joint Operational Group	<p>Review and develop processes to ensure they deliver on the principles and BHCC statutory requirements (Standard 1)</p> <p>Monitor workforce vacancies to promote the continuation of safe and effective practice. Maintain a risk register of workforce related risks (Standard 2)</p> <p>Agree a joint approach to the recruitment of Newly Qualified Social Workers and the provision of placements for social work students (Standard 2)</p> <p>Jointly agree a mechanism for safe and timely allocation of work to ensure oversight, accountability, throughput, and safe and transparent decisions in line with the expectations set out in this schedule and to set transparent safe working</p>	

	<p>levels in each service area (Standard 3)</p> <p>Take Contingency action when workload demand exceeds staffing capacity (Standard 3)</p> <p>Identify practice development needs and maintain links with the BHCC Practice Development and Assurance Board (PDAB) (Standard 6)</p> <p>Develop a jointly agreed work programme to improve and maintain operational practices, pathways and processes which enables safe and effective practice as outlined within this schedule. (Standard 8)</p> <p>Develop and maintain a risk register to identify and monitor operational risks relating to compliance with BHCC's statutory duties and practice requirements, and which includes specific reference to assessing compliance with the expectations set out in this schedule (Schedule 8)</p> <p>Provide quarterly progress and update reports against the work programme to the Joint Management Group and as required to the BHCC Finance and Performance Board and the BHCC Practice Development and Assurance Board (Standard 8)</p>	
Joint Management Group	Provides over-arching governance for the Section 75 agreement, and the separate schedules identified within it	

SCHEDULE 11 – Joint Operational Group



Document	BHCC SPFT S75 Joint Operational Group
Audience	BHCC SPFT Management
Date Agreed	August 2022
Review Date	August 2023

Composition and operation of the Joint Operational Group

1. The Group shall comprise:
 - (i) the Council General Manager of Social Care Mental Health Services
 - (ii) the Trust General Manager of Mental Health Services
 - (iii) the Council Operations Manager of Social Care Mental Health Services
 - (iv) the Trusts Team Leads and Service Managers of Mental Health Services
2. The meetings will be co-chaired by the General Managers for the Council and Trust.
3. Other individuals from each Partner may be invited to attend Group meetings at the invitation of the relevant Partner but such individuals shall not be considered Members for quorum or decision-making purposes.
4. Meetings of the Group will take place at least monthly but the Group shall have the power to vary this frequency.
5. Meetings of the Group shall be quorate only where both Partners are represented at such meeting and the following Members are present:
 - 5.1. For the Council, either the General Manager or an Operations Manager
 - 5.2. For the Trust, either the General Manager or a Service Manager
6. Decisions shall be made by consensus among the Partners.
7. Formal minutes of the Group shall be taken.

Part 2

Strategic governance and review functions of the Group

8. Governance overview

The overarching obligations of the Group shall be:

- (i) to monitor, review and take decisions regarding performance data
- (ii) To monitor, review and take decisions in support of safe and effective practice
- (iii) To monitor, review and take operational decisions regarding workforce planning

9. The role of the Group is as follows:

- 9.1 oversight of the joint working arrangements, including maintaining an operational work plan and risk register.;
- 9.2 to agree appropriate action resulting from performance, practice, workforce planning and risk reports
- 9.3 to review the extent to which the aims and objectives of the Agreement are being met;
- 9.4 To report for decision to the relevant decision-making body or bodies of each Partner as necessary.

