

Report to PCT Boards:  
**EXECUTIVE SUMMARY -**  
**JOINT COMMISSIONING OF ADULT AND OLDER**  
**ADULT MENTAL HEALTH SERVICES**

**First stage: Intra-NHS Lead Commissioner and Host PCT Establishment Agreement**

**1. Background**

Members will recall the draft documents which were considered at June and July Board meetings. These included a draft form of the Host PCT Agreement appointing NHS Birmingham East and North as Lead Commissioner and Host for the intra-NHS commissioning arrangements for adult and older adult mental health services. The Establishment Agreement, which is the main governance tool for this arrangement, was still in early drafting stages. Its terms were developed over the summer and it is presented today for approval.

This summary updates Boards on that progress, gives an overview of the documents which are now submitted and identifies next steps for arrangements to be completed with Birmingham City Council.

**2. Summary**

A working group of officers produced a final version of the Establishment Agreement (including the Host PCT Agreement) necessary to enable the three PCTs to appoint one body as lead commissioner and host for the joint commissioning team. Incorporated into the final version were the series of comments made at the various Board meetings in June and July. The documents were considered at the joint meeting of the PCT Directors of Finance and Commissioning on 25 July 2009. This is the version recommended for approval by the Board today.

The following points are made for ease of understanding. (Please note that both documents incorporate the statutory names of the PCTs—not the newer nomenclature promoted by DH. This is because, as legal documents, they are required to be completed in the name which statute uses to designate the bodies concerned.)

**A. What does the Establishment Agreement do?**

It establishes a joint committee of the Birmingham PCTs ('the PCT Joint Commissioning Board') to make decisions on commissioning strategy, review, procurement and performance monitoring of the mental health services set out in Schedule 3 (clauses 4 and 5). It provides for the delegation of functions of each PCT to this committee and sets out the accountability structure. It identifies those officers who are members of that committee and sets out the obligations of each PCT to each other (including the terms of the indemnity at clauses 6.3 and 6.4). It appoints the Lead Commissioner (clause 9) and sets

out the arrangements for that body to act as Host PCT to receive funds, employ staff and commission the services. It identifies the framework for commissioning (clauses 11-14) and provides a form of dispute resolution and arrangements for termination after the initial term which expires 31 March 2012.

The financial details are set out at Schedule 4. These include calculations by each PCT of the totality of resources expended on commissioning the services. They provide in detail the cost of the 'Subscription' which each will pay over to support the arrangements. Part three of that schedule identifies a risk-sharing framework and at part 4 there will be inserted an extract of the Host's scheme of delegation. (These are currently being amended to take account of the arrangements.)

#### B. What does the Host PCT Agreement do?

It links the arrangement to the Establishment Agreement, further defining the accountability structure and the role of NHS Birmingham East and North to secure the operation of the Joint Commissioning Team (clause 3). It identifies what role and obligations the Joint Commissioning Team has as a 'separate organisation' within the Host (clause 4) and sets out further detail about the financial arrangements (clauses 5-9). The delegation arrangements for expenditure and reporting are set out in clauses 10-17. There is provision for dispute resolution and termination.

#### C. How long will these arrangements last?

Regardless of what outcome there is with the Council on the city-wide joint commissioning arrangements, it is intended that an intra-NHS pool will operate until 31 March 2012, when the arrangements will be reviewed; it may automatically roll forward by successive periods of 12 months. The dispute resolution and escalation procedures will be utilised to deal with any problems during the period up to March 2012.

#### D. How does this framework sit within the overall arrangements for the Section 75 Health Act 2006 agreement with the Council?

This is the internal NHS 'scheme of delegation' by which the NHS boards give authority for the Host PCT to commission the services through the auspices of the Primary Care Trust Joint Commissioning Board. That Board will be subsumed within the Integrated Governance Board when the Section 75 Agreement is completed. (It is to be noted that there is a deliberate overlap of membership of the PCTJCB with that of the Integrated Governance Board, at officer level.) The Council's mental health functions and commissioning expenditure will be aligned with that of the PCTs and a further sum of c.£22M will be added to the funds available for use by the Host PCT as Lead Commissioner for the services.

### **3. Next steps**

Once approved the task of pulling together the terms of the Section 75 Agreement will be commenced. Progress will be reported to the October meeting of the Board.

## **ESTABLISHMENT AGREEMENT**

For the Commissioning of Adult and Older Adult Mental Health Services (excluding CAMHS) by the Birmingham Primary Care Trusts

### **Version 8**

#### **1 SUMMARY**

- 1.1 This document sets out the context for the commissioning of the specified mental health services and the terms of reference against which the arrangements for the commissioning are to operate from the Commencement Date, being (insert date).

#### **2 BACKGROUND**

- 2.1 This Establishment Agreement provides the framework and the terms of reference of a Consortium of Birmingham Primary Care Trusts known as the Primary Care Trust Joint Commissioning Board (the 'PCTJCB') in preparation for the establishment of a pan-Birmingham Joint Commissioning team under the provisions of Section 75 of the NHS Act 2006.

#### **3 AGREEMENT STATUS**

- 3.1 The arrangements provide for the delegation of authority to undertake the commissioning of certain specified mental health services ('the Agreed Services') by the Birmingham Primary Care Trusts ('the Members'), being:

Birmingham East and North PCT

Heart of Birmingham Teaching PCT

South Birmingham PCT

Through the establishment by the Members of the PCTJCB and the appointment of a Lead PCT which shall act as Host Body.

- 3.2 This Agreement is an arrangement for the delegation of authority and may in addition be regarded as an NHS Contract pursuant to the National Health Service Act 2006, Section 9.
- 3.3 It shall remain in force from the Commencement Date until terminated in accordance with Clause 17 of this Agreement.

#### **4 ESTABLISHMENT OF MECHANISM FOR THE CREATION OF A PURCHASING CONSORTIUM**

- 4.1 The Members shall establish a joint committee of the Members in accordance with Regulations 9 and 10 of the National Health Service (Functions of Strategic Health Authorities and Primary Care Trusts and Administrative Arrangements) (England) Regulations 2002.
- 4.2 The Joint Committee shall also be known as the PCT Joint Commissioning Board ('the PCTJCB').
- 4.3 The Joint Committee structure shall enable the Members to make collective decisions on the commissioning strategy, review, procurement and performance monitoring of Agreed Services set out in Schedule 3 of this Agreement.
- 4.4 The Members jointly delegate their respective functions to the Joint Committee with authority to appoint the Host PCT which shall act as Lead Commissioner on such terms as set out in the Host PCT agreement attached at Schedule 1.
- 4.5 Each Member agrees with each of the others that the functions of the Joint Committee are to support collaborative procurement of the Agreed Services.

#### **5 ACCOUNTABILITY OF THE PCTJCB**

- 5.1 Each Member is accountable through its statutory responsibilities to use its resources to improve the health of its population. The PCTJCB can:
  - 5.1.1 commit resources within delegated responsibilities and agreed resource limits;
  - 5.1.2 decide commissioning policy;
  - 5.1.3 commission research/reviews to inform decisions;
  - 5.1.4 appoint professional advisors;
  - 5.1.5 request a review and update of action plans;
  - 5.1.6 commission and monitor service level agreements/contracts between Members and other service Providers.

- 5.2 Through the PCTJCB each Member will be able to commit resources within the limits set out in their relevant Standing Financial Instructions. By signing this Agreement each Member confirms that its Standing Financial Instructions and Standing Orders are consistent with this Agreement and empower their representative to commit resources.
- 5.3 For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the Standing Orders or Standing Financial Instructions of any of the Members, the latter will prevail.

## **6 OBLIGATIONS OF EACH MEMBER**

Each Member delegates to the PCTJCB responsibility for

- 6.1.1 assessing individual patient cases;
- 6.1.2 referrals and discharge protocols;
- 6.1.3 response to complaints and complaints management;
- 6.1.4 contract negotiation and performance management;
- 6.1.5 ensuring effective governance systems and systems for monitoring the same are in place;
- 6.1.6 obtaining legal advice if necessary (e.g on the legality of a specific treatment policy);
- 6.1.7 patient and public involvement where appropriate and clear evidence of user involvement for the strategic planning, priority setting and consultation and commissioning of the Agreed Services;
- 6.1.8 managing independent patient appeals for complex care places.

For the avoidance of doubt each Member remains responsible for performing and exercising its statutory duties and functions for delivery of the Agreed Services to its population and its patients.

- 6.2 Each Member shall be responsible for payment of an annual subscription ('the Subscription') based on the Agreed Services price or prices of the activity volume appropriated to that Member, and the management costs of supporting such commissioning, which shall be the amount set out in Schedule 4 as the annual Subscription and which shall be agreed by no

later than the nationally mandated date for contract agreement in each Contract Year for the following year. For the avoidance of doubt the Subscription shall be quantified based on the costed activity of each Member for the previous financial year adjusted in respect of local service changes, local and city-wide agreed developments and agreed efficiency and quality improvement targets. This shall be payable to the Host PCT in monthly instalments by decision of the PCTJCB; or after in year and/or end of year Standard Contract reconciliation processes or any other adjustments by decision of the PCTJCB as more particularly set out within Schedule 4. Any failure by a Member to make these payments shall be dealt with in accordance with the provisions of that Schedule.

- 6.3 Each Member shall indemnify each other against any liabilities, damages, costs, claims or proceedings to the extent arising out of or in connection with any negligence on the part of the indemnifying party or any breach by the indemnifying party of any express provision of this Agreement or Contracts entered into under this Agreement.
- 6.4 Each Member further undertakes to indemnify the Host PCT and its Board against any liability, damages, costs, claims or proceedings arising out of or in connection with any act or omission (which is not recklessly negligent, fraudulent or involving criminal liability) committed or omitted by it during the course of performing its duties under this agreement provided that the liability of each Member under such indemnity shall be limited to the proportion of the total amount from time to time indemnified under this Clause equal to that Member's holding of the total Subscription.
- 6.5 Each Member shall appoint a representative to the PCTJCB to give and receive notification and other communications for the purposes of this Agreement, including (without limitation) notice of meetings, minutes and decisions of the PCTJCB and respond promptly to all requests for, and promptly offer information or proposals relevant to collaborative functions of the PCTJCB and the Host PCT.

## **7 IMPLICATIONS FOR MEMBER PRACTICE BASED COMMISSIONING FRAMEWORK**

- 7.1 The PCTJCB will ensure that a structure is in place that supports Practice Based Commissioners (PBCs) at all PCTs to influence the overall strategic framework of mental health joint commissioning including the provision of sufficient information to inform Practice Based Commissioning as detailed in Clause 8.7.
- 7.2 The PCT JCB will ensure that PBCs at each PCT are aware of and are working within the overall strategic framework of mental health joint commissioning.

## **8 PROCUREMENT AND REPORTING OF AGREED SERVICES**

- 8.1 The PCTJCB will determine which services/products should be procured, (these will be known as the Agreed Services and will be included in the list of services set out in Schedule 3) and from which Provider(s)
- 8.2 The providers of Agreed Services may be:
- 8.2.1 NHS Foundation Trusts (NHSFT);
  - 8.2.2 NHS Trusts;
  - 8.2.3 Other NHS Bodies;
  - 8.2.4 Primary Care practitioners;
  - 8.2.5 Local Government Authorities and agencies;
  - 8.2.6 Independent sector providers or suppliers;
  - 8.2.7 Charities and voluntary sector providers;
  - 8.2.8 Social Enterprises.
- 8.3 The Providers of Agreed Services may not be restricted to the United Kingdom.
- 8.4 The Members jointly delegate their respective functions for the procurement of Agreed Services to the Host PCT through the arrangement of the PCTJCB. The Host PCT acts on its behalf to negotiate, agree and manage all aspects of service level agreements/ Standard Contracts for the Agreed Services on such terms and for such purposes as agreed by the PCTJCB. Such delegation is conditional upon the Host PCT acting within national standards for Co-operation and Competition and engagement with the local Competition Panel where appropriate.
- 8.5 Agreed service level agreements/contracts will be signed by the relevant Director of the Host PCT, in accordance with the provisions of the Host PCT Agreement for all other Members, in accordance with the delegated financial limits set by the Host PCT's Standing Financial Instructions.

- 8.6 The Host PCT will collect from all Members their Subscriptions and pay the aggregate amounts to the Providers of agreed services on behalf of all Members. All Members must not cease these payments under any circumstances and if there is a dispute must follow the conciliation and arbitration process in Clause 14.
- 8.7 The Host PCT has delegated responsibility for management of governance issues with Providers and will produce a single Member board assurance reporting framework as agreed by the PCTJCB with a statement for the entire portfolio of service level agreements/contracts on a monthly basis covering:
- 8.7.1 actual activity and cost against agreed planned activity and cost and quality assurance indicators;
  - 8.7.2 forecast annual activity and cost against agreed planned annual activity and cost;
  - 8.7.3 a performance report to each meeting of the PCTJCB will be provided on commissioned services.
- 8.8 The PCTJCB will through the Host PCT provide each Member with an annual statement summarising for each service level agreement/Contract:
- 8.8.1 actual activity and cost against agreed planned activity and cost for the previous year and quality assurance indicators;
  - 8.8.2 allocation of actual activity and of actual cost by individual Member for the previous year;
  - 8.8.3 progress on annual contract reviews;
  - 8.8.4 effect of risk sharing arrangements;
  - 8.8.5 together with a statement about return on investment.

## **9 ROLE OF THE HOST PCT AS LEAD COMMISSIONER**

- 9.1 The Host PCT undertakes as Lead Commissioner to:

- 9.1.1 negotiate and agree the Standard Contracts with the Providers and sign all contracts for itself and on behalf of the Members of the Consortium, to cover the requirements of its own patients and those of the Members. In this way, as the Lead Commissioner, it will act as the “agent” of the Members and they will be bound accordingly;
  - 9.1.2 ensure that the Providers receive service development plans to facilitate service re-design and assist with service planning;
  - 9.1.3 co-ordinate the payment schedules of the Members;
  - 9.1.4 meet with each Provider as stated in the individual Provider’s contract to review the performance of the contract, and to agree and implement any remedial actions;
  - 9.1.5 negotiate, on behalf of the Members, the agreed local performance and quality standards to be included in Contracts;
  - 9.1.6 negotiate, on behalf of the Members, any amendments required to the agreed service development plans;
  - 9.1.7 manage the arrangements for information flows between the Providers and the Members;
  - 9.1.8 ensure each Provider is paid in accordance with the relevant contract provision;
  - 9.1.9 ensure that the Providers treat equally all patients with equal need i.e. clinical, social inclusion, provision of holistic services and evidence of recovery focus;
  - 9.1.10 appoint a representative and deputy representative to facilitate day-to-day contact with the Providers;
  - 9.1.11 keep minutes or actions arising from all formal meetings and negotiations with the Providers, and make these accessible to all Members, should they be required;
  - 9.1.12 invite members to participate in Clinical Quality Review Meetings.
- 9.2 The detailed arrangements for the Host PCT obligations and responsibilities are set out in the Host PCT Agreement annexed at Schedule 1, Part B.

## 10 CONSTITUTION AND MEMBERSHIP OF THE PCTJCB

- 10.1 The Members will form the PCTJCB in accordance with principles set out below.
- 10.2 The PCTJCB will include representatives/representation from the Host PCT as Lead Commissioner and each of the Members.
- 10.3 The PCTJCB will meet bi- monthly.
- 10.4 Should a Member consider an urgent meeting is necessary before the next scheduled PCTJCB the Member may contact the Chair of the committee to discuss and agree whether an ad hoc Special Meeting is required.
- 10.5 Where it is deemed appropriate that a Special Meeting is required, a date and time will be set and communicated to all other Members.
- 10.6 The membership of the PCTJCB is as follows:

<b>Chair</b>	The Lead Commissioner Representative – Director of Strategy and Re-Design, BEN PCT
<b>Member Representatives</b>	The Director of Commissioning of South Birmingham PCT or her delegated representative; The Director of Strategy of Heart of Birmingham Teaching PCT or his/her delegated representative; The Director of Finance/Resources of each of the Birmingham PCTs or their delegated representative.
<b>Officer</b>	The Pan-Birmingham Mental Health Commissioning Director

### 10.7 Decisions

10.7.1 The majority of decisions will be taken on the basis of consensus.

10.7.2 Exceptionally decisions may be taken by a majority of Members, on the basis of one vote per Member.

10.7.3 The quorum at any Ordinary or Special Meeting of the PCTJCB will be three member representatives provided that one representative per PCT is present.

## **11 COMMISSIONING INTENTIONS/CONTRACT NEGOTIATIONS**

- 11.1 All Members are required to provide information needed by the Host PCT as Lead Commissioner to negotiate and agree all contracts.
- 11.2 The PCTJCB will decide the overall contract negotiation strategy for each financial year prior to contract negotiations taking place.
- 11.3 The Host PCT as Lead Commissioner, during any contract negotiations with the Providers will have due regard to any information, proposals or commissioning intentions received by it from the Members.
- 11.4 Once any contract negotiations with the Providers have been concluded, the Host PCT as Lead Commissioner will send comprehensive details of the final recommendations for the main contracts to each Member.
- 11.5 The final form of the contract for any of the Agreed Services will be made available to any Member who requests it prior to final sign-off by the Host PCT as Lead Commissioner.

## **12 CONTRACT VARIATIONS**

- 12.1 The timescales set out in the main contracts for services of notices will be adopted.
- 12.2 The Host PCT as Lead Commissioner agrees to send copies of any written Notices received from the Providers in accordance with the contract provisions to all Members.
- 12.3 Contracts queries and notices to be served to the Providers will be undertaken by the Host PCT as Lead Commissioner.
- 12.4 All notices served to the Providers will be discussed at the next PCTJCB.

### **13 TERMINATION AND SUSPENSION OF CONTRACTS**

- 13.1 Only the Host PCT as Lead Commissioner under any of the main contracts can exercise rights relating to suspension or termination. The Host PCT as Lead Commissioner will consult the PCTJCB before invoking the terms of any contract in relation to suspension. Each Member will continue disaggregate payment and reconciliation processes to the relevant Provider for any activity delivered by that Provider following termination until the Provider ceases to provide the Services and referrals have ceased. Any activity that takes place with any Provider following this period will be on a non-contract activity basis.
- 13.2 Members may individually request that the PCTJCB consider requests to suspend or terminate any contract in so far as the services provided to the individual Member (and set out in the relevant Service Specification) are concerned. If the PCTJCB agrees such request it will instruct the Host PCT accordingly.
- 13.3 The PCTJCB may instruct the Host PCT to negotiate with a replacement Provider after a valid notice of termination in respect of the whole of the services under the contracts has been served.

### **14 CONSEQUENCES OF TERMINATION OF CONTRACTS**

- 14.1 Each member will continue Subscription payment to the Host PCT for any activity delivered by that Provider following termination until the Provider ceases to provide the Services and referrals have ceased. Any activity that takes place with the relevant Provider following this period will be on a non-contract basis.
- 14.2 The secure retention of all relevant records by the Host PCT as Lead Commissioner or other nominated party and the rights of access (if any) to be retained by the Members will be agreed during the notice period.

### **15 DISPUTE RESOLUTION FOR THE MEMBERS**

- 15.1 Conciliation and/or arbitration may be required in the following circumstances:
  - 15.1.1 the Chair or voting member of the PCTJCB requests conciliation because an impasse has been reached between the PCTJCB and one or more of its Members.

15.1.2 where conciliation or arbitration is required, the following process will be followed:

#### **Stage 1 – Conciliation**

The Chief Executive Officer of each Member will meet within seven working days and try and resolve the matter. If resolution is reached, the process will conclude here. If resolution is not reached the matter will proceed to a meeting of the Chairman of each Member, again within seven working days. This meeting will be held in good faith with a clear intention to resolve the impasse. If resolution is reached the process will conclude.

#### **Stage 2 – Arbitration**

Where the Conciliation stage has ended with no agreed resolution, the Members will refer the matter to the Strategic Health Authority with a request that the Authority arbitrate the matter and produce a resolution such to be final and binding on the Members. It is a matter for the SHA to determine how it will arbitrate if called upon to do so.

### **16 VARIATION OF ESTABLISHMENT AGREEMENT**

- 16.1 The Agreed Services will only be changed by the agreement of the PCTJCB and within the timeframe agreed by it and any such changes will be applied to all Members.
- 16.2 Where a Member wishes to propose a change to Schedule 3 (The Services) or Schedule 4 (Financial Arrangements) as contained within this Agreement, such requests will be made in writing giving a minimum of 6 months notice to the PCTJCB. A proposal for more immediate change can only be agreed by the unanimous agreement of the PCTJCB.
- 16.3 Where a Member wishes to propose a variance to this Agreement this will require the unanimous agreement of the PCTJCB. An effective date for any variance will be decided by it.
- 16.4 This Clause is subject to any obligations or liabilities existing under any Contract.

### **17 TERMINATION OF ESTABLISHMENT AGREEMENT**

- 17.1 This Agreement shall remain in force from its Commencement Date until 31 March 2012 ('the Term'). Thereafter it may be terminated on the service of not less than twelve months notice expiring on 31 March in any year following expiry of the Term.

**18 COUNTERPARTS**

18.1 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, but all of which together shall constitute one agreement binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart.

**19 GOVERNING LAW**

19.1 The formation, interpretation and operation of this Agreement shall be subject to English law.

**20 PRIORITY OF DOCUMENTS**

20.1 If there is any conflict between the terms of this Agreement and the terms of any Contracts / Agreements entered into, the terms of this Agreement shall prevail.

## Schedule 1

### Part A - Glossary of terms

Agreed Services	the designated services set out in Schedule 3 agreed to be the subject of this arrangement
Chair	the person who for the time being acts as chairman of the joint committee
Commencement Date	the day when the arrangements for establishment of the joint committee take effect
Consortium	joint working by establishment of a joint committee structure of the three PCTs
Contracts	the agreements put into place to secure the delivery of the Agreed Services
Contract Year	the period from 1 April to 31 March in any twelve month period
Host PCT	the Primary Care Trust designated by the Consortium to host the arrangements
Lead Commissioner	the Primary Care Trust appointed as agent for and on behalf of the Birmingham PCTs to let Contracts with Providers which body also acts as Host PCT
Members	the Birmingham Primary Care Trusts
Provider	any provider appointed by the Lead Commissioner to deliver agreed Services
Special Meeting	a meeting of the Consortium called for the purpose of discussing urgent or special business in addition to any bi-monthly meeting
Subscription	the sum due to be paid by each PCT to the Host PCT calculated according the provisions of Schedule 4
Term	the period from the Commencement Date until 31 March 2012

Part B - The Host PCT Agreement

**Host PCT Governance Arrangements**

between

**Heart of Birmingham Teaching Primary Care Trust**

and

**South Birmingham Primary Care Trust**

and

**Birmingham East and North Birmingham Primary Care Trust**

**2009/10**

for the commissioning of certain mental health services defined in the Establishment Agreement executed between the parties to which this agreement is annexed at Schedule 1.

We, the undersigned having established the Primary Care Trust Joint Commissioning Board, being a joint committee set up to oversee the strategic commissioning of the services to which this agreement relates now agree to the appointment of Birmingham East and North PCT as Lead Commissioner and Host body for these arrangements as described within this document and the establishment of a Joint Commissioning Team for Mental Health, hereinafter referred to as the JCT.

**Signed on behalf of Heart of Birmingham Teaching PCT**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed on behalf South Birmingham PCT**

Singed: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed on behalf of Birmingham East and North Primary Care Trust**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

## **1 Introduction**

- 1.1 The Birmingham PCTs appointed Birmingham East and North PCT as lead body for the commissioning of certain mental health services for the financial year 2007-08. This agreement was encapsulated in a brief constitution setting out the arrangements between the PCTs for the completion and negotiation of contracts and other arrangements to support the commissioning of services across the city. In light of the proposal to enter into a pooled fund arrangement with Birmingham City Council the PCTs have agreed to expand the role of 'Lead PCT' by appointing a Host PCT to host the pooling of funds for the commissioning of certain services. The contractual arrangements, roles and responsibilities to support this are enshrined, firstly in the Establishment Agreement (in connection with the pooling of funds intra NHS) and, secondly, in a Section 75 Health Act 2006 Agreement currently under negotiation (in connection with arrangements to be concluded with Birmingham City Council).
- 1.2 In October 2008 the PCT Chief Executives confirmed that the role of Host PCT would be undertaken by Birmingham East and North PCT (BEN PCT) and identified that an Establishment Agreement would be concluded between them along the lines of a similar agreement relating to the commissioning of Specialised Services. This agreement has now been completed.
- 1.3 This document sets out the arrangements and responsibilities of BEN PCT in respect of the role of Lead Commissioner for and Host PCT of the pan-Birmingham Joint Commissioning Team for Mental Health, hereinafter referred to as the JCT, and the lead taken by it in strategic oversight, contractual negotiations, management and service procurement.

1.4 BEN PCT currently employs the JCT and provides corporate support to the team.

1.5 As the statutorily responsible organisation, this agreement sets out the responsibilities of BEN PCT for the JCT, in addition to the obligations due to BEN PCT by Heart of Birmingham Teaching PCT, South Birmingham PCT and the JCT itself.

## **2 Overview and Accountability**

2.1 The Establishment Agreement has set out the delegated authority from the Members to the PCT Joint Commissioning Board. ('the PCTJCB'). This includes the power to appoint BEN PCT as Lead Commissioner and Host PCT for the work undertaken on behalf of all Members.

The key areas of work include, inter alia:

- Strategic oversight, commissioning and performance management of an agreed portfolio of services ('the Agreed Services') identified in the Establishment Agreement
- Undertaking service reviews as determined by the Members
- Administrative support to the JCT
- Any other work as determined by the PCTJCB

2.2 The Establishment Agreement specifies that the accountability arrangements of the JCT to the Members will ensure that:

- The JCT reports to the Members through the PCTJCB on a bi-monthly basis and the PCTJCB determines the portfolio of Agreed Services, funding levels and work programme in accordance with the details set out therein.

- The JCT is not a statutory organisation. Therefore BEN PCT, as the “host” organisation for governance, employment and financial matters has a responsibility to see that it adheres to its Standing Orders and Standing Financial Instructions in the operation of its responsibilities.

2.3 The Establishment Agreement specifies this remit and via the PCTJCB gives the JCT delegated authority to enter into Contracts, Service Level Agreements and other arrangements with providers on behalf of the Members.

2.4 The liability is several and each Member carries liability only for its own proportion (i.e the relevant ‘Subscription’ identified in Schedule 4 to the Establishment Agreement). Therefore whilst the JCT has a duty to abide by BEN PCT SFIs and Standing Orders, and report to BEN PCT Board, the legal and financial liability of BEN PCT is limited to that of its own Subscription.

### **3 The role of the Host PCT**

3.1 BEN PCT will provide the following support :

- operation of all financial systems and procedures relating to the trading accounts of the JCT.
- employment of all JCT staff on BEN PCT payroll.
- provision of the following corporate functions:
  - HR and workforce development
  - organisational development and training

- corporate advice: financial support, contract management, information management and data collection, and legal services, public health and needs assessment assistance, corporate and clinical governance
- performance management and associated accommodation and infrastructure
- health and safety, occupational health services, payroll, business continuity and emergency planning.

BEN PCT also has obligations to the JCT:

- To advise the JCT of changes in its obligations as the obligations of the PCT change in response, for example, to new legislation.
- To provide reasonable support and advice to it to assist it in meeting its obligations to the PCTJCB and the Members.
- To ensure it has appropriate representation at relevant corporate groups and forums.
- To ensure there is regular dialogue for it to meet with the PCT's officers and address issues of joint concern.
- To minimise all risks associated with hosting the JCT by putting into place appropriate controls/processes eg governance/risk/health & safety.
- To ensure it participates fully in internal and external audit exercises as required by the PCT and its auditors.
- To ensure it participates fully in any external inspections of the PCT which are relevant.

- To performance manage the JCT's work programme.
- To commit JCT resources as agreed on behalf of the PCTJCB and the Members, mindful of the arrangements in respect of Practice Based Commissioning agreed by the PCTJCB .
- To approve establishment/budget levels of the JCT.

3.2 The PCT will not direct JCT staff to work on PCT business outside its services remit.

#### **4 The obligations of the JCT**

4.1 In order that the PCT meets its obligations as an employer it expects the JCT to ensure it has effective systems in place for the following areas:

- Standing Financial Instructions and Standing Orders. The JCT will follow the PCT's Standing Financial Instructions and Orders.
- Practice Based Commissioning Consortia of the Members. The JCT will promote the framework designated by the PCTJCB for engagement to support the relevant PBC arrangements of the Members.
- Human Resources. The JCT will follow the PCT's policies and procedures for human resource management to ensure appropriate processes are followed in recruitment and in human resource management and in addition participate in any workforce planning, workforce development and business continuity exercises/plans.

- Risk Management. The JCT will have established risk management arrangements that are fit for purpose for their organisation. In line with PCT's Risk Management Strategy these arrangements will be signed off by the PCT's Clinical and Quality Safety Group. This will include the organisation's approach to health and safety at work.
- Corporate Governance. The JCT will have established arrangements for ensuring accountability to the Members via reporting arrangements to individual Integrated Governance boards and the PCTJCB.
- Information Governance. The JCT will have established processes for information governance including compliance with the Freedom of Information Act, Data Protection Act, Caldicott guidance and records management.
- Race Equality and Discrimination Legislation. The JCT will meet it's obligations under the Single Equalities Scheme.
- Workforce development planning and anti-discrimination legislation including the Race Relations Act and the Disability Discrimination processes. The JCT will ensure it complies with the expectations of these processes.

The list of corporate obligations will be kept under review as the PCT's responsibilities develop in response to, for example, changing legislation.

## **5 Financial Arrangements**

- 5.1 The Subscriptions, being the total sum delegated by the Members to the JCT for the purposes of commissioning the mental health services is derived from the mental health budgets identified in Schedule 4 of the Establishment Agreement of each body based on, inter alia, start point budgets for 2009-10 uplifted for inflation and adjusted for technical and service changes using the methodologies agreed by the PCTJCB and the Members and specified in that document.

- 5.2 Any major changes, which may be required during the financial year, will be submitted to the PCTJCB for consultation prior to mutual agreement. Changes will be made using agreed methodologies that support the principles of appropriate risk sharing and equity between Members.
- 5.3 It is recognised that the JCT operates these services as a trading account, which must be in financial balance at the year-end so that no financial risk or benefit is attributed to BEN PCT other than in relation to its share of the risk identified in the Establishment Agreement. Schedule 4 to the Establishment Agreement details the mechanism by which such adjustments will be approved and then actioned in order to maintain financial balance at year-end.

## **6 Specific financial arrangements between the JCT and BEN PCT**

- 6.1 Within this arrangement the role of BEN PCT (including the role of the Shared Services Agency) is that of a financial services provider. As such the extent to which BEN PCT is statutory liable is limited to ensuring the Agency complies with the Standing Orders, Standing Financial Instructions, and financial procedures adopted by BEN PCT. Should any difficulties arise regarding the interpretation or application of these documents then the advice of the Director of Resources, BEN PCT must be sought in the first instance before any action is taken.
- 6.2 This section outlines the general arrangements between BEN PCT and the JCT for operation of its trading account. If there is any conflict between these terms and the Standing Financial Instructions of BEN PCT in operation at that time then the Standing Financial Instructions will take priority.
- 6.3 The mechanism by which BEN PCT will recover/recharge its business on-costs is set out in the Establishment Agreement at Schedule 4.

## **7 Financial Management**

7.1 BEN PCT as Host will ensure that the JCT is responsible for:

- Implementing systems that meet with the requirements of BEN PCT's financial policies.
- Maintaining an effective system of internal financial control including ensuring that detailed financial procedures and systems incorporating the principles of separation of duties and internal checks are prepared, documented and maintained in line with the requirements of BEN PCT.
- Actioning all journals that are necessary, including any corrective action needed on balance sheet codes.
- Agreeing all end of year balances which relate to the JCT within the statements agreed by BEN PCT.
- Ensuring that sufficient records are maintained to show and explain the JCT transactions in order to disclose with reasonable accuracy its financial position at any time. (this duty to include monthly contract monitoring arrangements as agreed).
- Providing BEN PCT with timely information regarding income expected or payments requested so that effective cash management can be maintained.
- Abiding by the monthly timetable as set by BEN PCT and providing any information required to enable transactions to be made.

- Ensuring that any invoices received are authorised and passed for payment in a timely manner in accordance with the prompt payment policy.
- Ensuring in conjunction with the Shared Services Agency, that outstanding debt is monitored and pursued, whilst settlements, where necessary are reached on a timely basis.
- Ensuring the submission of regular financial and performance reports.
- Securing of the property of the JCT.
- Avoiding loss.
- Exercising economy and efficiency in the use of resources.
- Conforming to the Standing Orders, Standing Financial Instructions, Financial Procedures and the Scheme of Delegation of BEN PCT.

7.2 BEN PCT (including the Shared Services Agency), as the host will:

- Provide unique expense codes which can be used for the reporting of financial information.
- Control all payments directly or indirectly to and from the providers under each contract in place with any of them.
- Control all payments to and from Members.

- Notify the JCT of any invoices received on its behalf in a timely manner, which will allow prompt authorisation on behalf of the relevant Member.
- On receipt of such authorisation, BEN PCT will ensure that all invoice payments are made in a timely manner consistent with the public sector prompt payment policy.
- Notify the JCT of any income received on its pursue outstanding debtors in liaison with the Shared Services Agency, and provide robust monthly cash flow information including an aged debtor analysis.
- Maintain records of invoices raised and invoices paid in accordance with SFIs and Standing Orders.
- Provide a final monthly budget report identifying position of budget against activity.
- Manage balance sheet transactions and notify the JCT of any corrective action necessary on creditor and debtor balances.
- Only agree end of year balances with the full involvement and agreement of the JCT.
- Inform the JCT of any Health Service Finance circulars, working papers, and any other guidance that is circulated through the Directors of Finance network.

7.3 All Members accept that this additional responsibility by BEN PCT does not render them solely liable for any financial risks/errors incurred by the JCT. Such liability remains the collective responsibility of the Members.

## **8 Audit & Performance Management**

8.1 The Director of Resources or designated auditors employed by BEN PCT are entitled to require and receive from the JCT:

- Access to all records documents and correspondence relating to any financial or other relevant transactions, including documents of a confidential nature.
- Access at all reasonable times to any premises or employee of the JCT.
- Explanations concerning any matter under investigation.

8.2 BEN PCT will:

- Notify the Members of the internal audit programme for the year.
- For external audit give reasonable notice to the Members of expected dates of any audit.
- Involve the Members where necessary in any pre-audit discussions regarding its scale and scope.

## **9 Resource Limit Control and Cash Flow**

9.1 The JCT is responsible for ensuring that agreed funding is in place prior to any expenditure being committed.

9.2 The JCT and BEN PCT share a responsibility for ensuring an adequate system is in place for cash flow management. Whilst the JCT will notify BEN PCT of the income expected and payments requested each month, BEN PCT will provide timely information of the cash transactions that occurred.

9.3 BEN PCT will co-ordinate this process.

## **10 Business Planning and Budgeting**

10.1 The JCT is responsible for producing an annual set of joint commissioning proposals detailing the main development re-design, de-commissioning and re-commissioning requirements and cost pressures in the portfolio of services covered by it for the purposes of review and engagement with Members so that service monitoring and consultation on service priorities and changes required can be in place in good time prior to the annual planning review (LDP). The JCT will be responsible for agreeing sufficient funding with the Members via the PCTJCB to cover the costs of all services that are commissioned and the management costs of operating.

10.2 It is the responsibility of the JCT to provide information to the PCTJCB at the start of each financial year to enable a budgetary position to be compiled.

## **11 Budgetary Delegation**

11.1 The Director of Resources (BEN PCT) will be asked to formally acknowledge the total resource available and the financial plan for the PCTJCB that will be managed and spent by the JCT on behalf of the Host PCT in accordance with the Scheme of Delegation referred to in the Establishment Agreement.

11.2 Actual financial management and responsibility of the budget for the Agency will be delegated to the Director of Finance, BEN PCT.

## **12 Budgetary Control and Reporting**

- 12.1 At the beginning of each financial year BEN PCT will provide the JCT with a timetable for the year ahead outlining relevant deadlines for the submission of financial information required from the PCTJCT for completion of the financial reports by BEN PCT.
- 12.2 BEN PCT will provide timely, accurate and comprehensible financial reports on a monthly basis, in line with this timetable.
- 12.3 The JCT is responsible for ensuring that funding for any areas of potential overspending is agreed with the PCTJCB prior to the expenditure being committed.
- 12.4 The JCT has authority for the virement of resources in year if necessary, without prior ratification by the Members provided that these are achieved within the overall agreed budget and will achieve agreed activity, service standards, KPIs and waiting time targets. Delegation of this authority is specified in the Establishment Agreement.
- 12.5 The JCT is responsible for ensuring an adequate system is in place for approving and monitoring of virements and changes to Subscriptions received from the Members in year and it will also ensure that BEN PCT is advised of any changes to budgets in year in a format agreed between both parties.

### **13 Non-Pay Expenditure**

- 13.1 The JCT is responsible for ensuring compliance with systems operated by BEN PCT for the proper recording, coding and payment of all invoices in accordance with the Standing Financial Instructions of BEN PCT, and Scheme of Delegated Authority adopted by it as referred to in the Establishment Agreement and BEN PCT.

### **14 Income Systems**

14.1 The JCT is responsible for ensuring compliance with systems operated by BEN PCT for the proper recording, invoicing and coding of all monies due in accordance with the Standing Financial Instructions of BEN PCT and Scheme of Delegated Authority adopted by it as referred to in the Establishment Agreement.

## **15 Payment to the Host PCT**

15.1 In light of the additional responsibilities of the Host PCT it has been agreed that a payment will be made to it to cover the costs of the pay costs, on-costs and non-pay costs of the JCT as set out in the Establishment Agreement Schedule 4.

## **16 Commissioning of Services**

16.1 The commissioning of services by the JCT on behalf of the Members shall be carried out in accordance with the Standing Orders of BEN PCT.

## **17 Annual Report and Accounts**

17.1 BEN PCT will produce the Annual Accounts for the JCT and is responsible for the agreement of these with external auditors. The JCT will secure that appropriate systems are in place to ensure that BENPCT is provided with relevant information to enable completion of the Annual Accounts of the Members by the date specified in the NHS accounts timetable for the year in question.

17.2 The JCT is responsible for the production of an annual report summarising the performance for the previous year and progress on key strategic reviews undertaken.

## **18 Disputes between the JCT and the Host PCT**

18.1 If either the JCT or BEN PCT fails to comply with the terms outlined in this agreement then the following escalation procedure should be followed:-

- Pan Birmingham Mental Health Commissioning Director and the relevant Director (BEN PCT) should meet and produce an agreed action plan.
- If unresolved, either of the parties may request the intervention of the Host PCT Chief Executive, and the result shall be reported to the next meeting of the PCTJCB.
- Disputes between the JCT and the Members shall be governed by the Establishment Agreement.

## **19 Period of Review**

19.1 This agreement shall subsist for the term from the Commencement Date until 31 March 2012, but shall be at all times subject to an annual review so long as the Establishment Agreement has not been terminated.

19.2 It shall automatically terminate if and when the Establishment Agreement terminates.

## Glossary

Identified Mental Health Budgets	as defined in Schedule 4 of the Establishment Agreement.
The JCT	The Joint Commissioning Team
The Members	Heart of Birmingham Teaching PCT, South Birmingham PCT, Birmingham East and North PCT
PCT	Primary Care Trust
BEN PCT	Birmingham East and North Primary Care Trust
The Establishment Agreement	An agreement made between the Members to secure the establishment of the PCTJCB, the delegation of functions and responsibilities to it and the appointment of BEN PCT as Lead Commissioner and Host PCT.
PCTJCB	The Primary Care Trust Joint Commissioning Board more particularly identified in the Establishment Agreement.
Subscription	The amount payable by each PCT as identified in the Establishment Agreement
Commencement Date	The date identified as such in the Establishment Agreement.

**Schedule 2**

**The Members**

**Part 1: The appointment of the Host PCT**

<b>NAME OF APPOINTED HOST PCT</b>	<b>SIGNATURE</b>	<b>NAME OF SIGNATORY</b>	<b>DATE</b>
Birmingham East and North PCT		Sophia Christie	

**Part 2: The Members**

<b>NAME OF MEMBER</b>	<b>SIGNATURE</b>	<b>NAME OF SIGNATORY</b>	<b>DATE</b>
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South Birmingham PCT

Moira Dumma

Heart of Birmingham PCT

Dr Sandy Bradbrook

### Schedule 3

#### Agreed Services

Joint Commissioned Mental Health- Establishment Agreement Schedule Three

##### List of Agreed Services

###### NHS Contracts

Provider  
Birmingham & Solihull MH FT  
Sandwell MH FT  
Dudley & Walsall MH Partnership  
South Staffs & Shropshire MH Partnership  
Worcestershire MH Partnership  
Worcestershire PCT  
Walsall PCT  
Non Contract Activity

###### Other NHS Spending

Provider  
BSMHFT Prison HC & PCMHW  
BSMHFT Personality Disorders  
BSMHFT CQUIN  
BSMHFT OSCAR  
BSMHFT Developments

###### Mental Health Care Packages

Provider  
Various

###### Other Services

IAPT Project (citywide funding from SHA)

###### Services Definitely Excluded

CAMHS  
Anything Commissioned by WMSCG  
Substance Misuse

###### Non NHS Contracts

Provider  
Acacia  
BITA  
Cruse Bereavement Care  
Friendship Care & Housing  
Friendship Care & Housing (Advocacy)  
Rethink (Carers Support)  
Rethink (Advocacy)  
Rethink (Day Services Wordsworth Road)  
Rethink (Carers Forum)  
Rethink Breakaway Day Service (St Mary's)  
Human Givens Project  
MIND  
Methodist Homes for the Aged  
Birmingham Citizens Advocacy  
BITA  
Autism West Midlands  
Mental Health Promotion (Various Providers)  
MIND STR Worker  
Ultrasix (Beating the Blues)  
Joseph Connelly  
Focus Futures  
Karen Green  
Open Door  
June Silverthorne  
Southlink Charter Centre  
Ashram Housing Association  
Birmingham City Council  
Change, Birmingham Brief Therapy  
Future Health & Social Care  
Libra  
Pattigift  
Servol community Trust  
St Martin's Centre for Health & Healing  
Trident Housing Association  
Uk Asians Womens Centre

## **Schedule 4**

### **Financial Arrangements**

#### **Part 1: Annual Subscription**

Each Member will contribute an annual Subscription to the Host PCT acting on behalf of the PCTJCB, based on the Agreed Services included in Schedule 3. This will be agreed on an annual basis in accordance with the principles set out in clause 6.2 by no later than the 31<sup>st</sup> January in each Contract Year for the following Contract Year.

The annual baseline subscription for 2009/10 is set out at Part 2.

Part 2: Calculation of Contributions

**Mental Health Joint Commissioning- PCT Subscriptions- 2009/10**

	£	£	£	£	
	<b>BEN</b>	<b>HoB</b>	<b>South</b>	<b>Total</b>	
Mental Health Services	49,265,010	47,816,210	58,628,065	155,709,285	Table 1
Joint Commissioning Team Pay & On-costs	219,669	184,519	143,868	548,056	Table 2
Joint Commissioning Team Non Pay costs	16,596	16,596	16,596	49,789	Table 3
<b>Baseline Subscription</b>	<b>49,497,276</b>	<b>48,013,326</b>	<b>58,788,529</b>	<b>156,307,131</b>	

**Joint Commissioned Mental Health – Schedule 4 Table 1**

Agreed Services & Values (based on 2009/10 Budgets / Contracts)				
	£	£	£	£
NHS Contracts				
Provider	BEN	HoB	South	Total
Birmingham & Solihull MH FT	41,494,646	38,537,313	50,017,962	130,049,921
Sandwell MH FT	15,331	951,983	111,240	1,078,554
Dudley & Walsall MH Partnership	422,212	0	0	422,212
South Staffs & Shropshire MH Partnership	99,107	0	0	99,107
Worcestershire MH Partnership	0	0	661,000	661,000
Worcestershire PCT	0	0	0	0
Walsall PCT	0	0	0	0
Non Contract Activity	0	175,660	106,288	281,948
Sub Total NHS Contracts	42,031,296	39,664,956	50,896,490	132,592,742

Other NHS Spending				
	BEN	HoB	South	Total
Provider				
BSMHFT Prison HC & PCMHW	0	2,045,043	0	2,995,593
BSMHFT Personality Disorders	306,626	0	200,000	506,626
BSMHFT CQUIN	207,473	192,687	250,090	775,160
BSMHFT OSCAR	408,010	378,931	375,000	866,941
BSMHFT Developments	408,010	378,931	80,000	1,278,760
Sub Total Other NHS Spending	1,330,119	2,995,592	905,090	6,423,080

Mental Health Care Packages				
	BEN	HoB	South	Total
Provider				
Various	4,573,229	3,743,553	5,615,848	13,932,630
Sub Total MH Care Packages	4,573,229	3,743,553	5,615,848	13,932,630

Non NHS Contracts				
	BEN	HoB	South	Total
Provider				
Acacia	91,530	0	0	91,530
BITA	81,491	0	0	81,491
Cruse Bereavement Care	22,838	12,155	65,357	100,350
Friendship Care & Housing	80,000	117,602	170,954	368,556
Friendship Care & Housing (Advocacy)	70,846	70,846	70,846	212,538
Rethink (Carers Support)	202,383	0	0	202,383
Rethink (Advocacy)	11,973	9,018	10,886	31,877
Rethink (Day Services Wordsworth Road)	41,459	31,227	37,695	110,381
Rethink (Carers Forum)	5,539	5,476	5,467	16,482
Rethink Breakaway Day Service (St Mary's)	17,021	12,583	15,475	45,079
Human Givens Project	10,000	10,000	10,000	30,000
MIND	225,823	170,128	205,321	601,272
Methodist Homes for the Aged	166,604	129,612	149,601	445,817
Birmingham Citizens Advocacy	13,762	10,365	12,512	36,639
BITA	161,703	121,811	147,002	430,516
Autism West Midlands	16,000	0	0	16,000
Mental Health Promotion (Various Providers)	40,516	31,104	37,523	109,143
MIND STR Worker	33,536	0	0	33,536
Ultrasis (Beating the Blues)	27,623	27,623	24,020	79,266
Joseph Connelly	9,720	0	0	9,720
Focus Futures	0	37,764	155,533	193,297
Karen Green	0	0	18,815	18,815
Open Door	0	0	22,577	22,577
June Silverthorne	0	0	21,052	21,052
Southlink Charter Centre	0	0	30,000	30,000
Ashram Housing Association	0	107,102	0	107,102
Birmingham City Council	0	0	0	0
Change, Birmingham Brief Therapy	0	6,571	0	6,571
Future Health & Social Care	0	157,464	0	157,464
Libra	0	671	0	671
Pattigift	0	49,940	0	49,940
Servol community Trust	0	218,432	0	218,432
St Martin's Centre for Health & Healing	0	21,903	0	21,903
Trident Housing Association	0	37,510	0	37,510
Uk Asians Womens Centre	0	15,202	0	15,202
Sub Total Non NHS Contracts	1,330,366	1,412,109	1,210,637	3,953,112

Other Services				
	BEN	HoB	South	Total
IAPT Project (citywide funding from SHA)				2,445,665
Sub Total Other Services	0	0	0	2,445,665

Total Joint Commissioned Mental Health Services	49,265,010	47,816,210	58,628,065	159,347,229
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Services Definitely Excluded				
CAMHS				
Anything Commissioned by WMSCG				
Substance Misuse				

## Joint Commissioned Mental Health – Schedule 4 Table 2

Mental Health Joint Commissioning Team- Pay costs and Funding Split based on 2009/10 budgets

Post	Cost	Funding Split (£)						Notes
		BEN	HoB	South	BCC	BSMHFT	Other	
Pan Birmingham Mental Health Commissioning Director	79,506.00	26,502.00	26,502.00	26,502.00	0.00	0.00	0.00	Recurrent Funding
Senior Strategic Commissioning Manager	53,594.00	53,594.00	0.00	0.00	0.00	0.00	0.00	Recurrent Funding
Senior Strategic Commissioning Manager	53,594.00	0.00	26,797.00	0.00	26,797.00	0.00	0.00	Recurrent Funding
Senior Strategic Commissioning Manager	55,213.00	0.00	0.00	27,606.50	27,606.50	0.00	0.00	Recurrent Funding
Strategic Rehab & Accommodation Lead	49,471.00	9,894.20	9,894.20	9,894.20	9,894.20	9,894.20	0.00	Time Limited Funding
Strategic Mental Health Improvement Lead	49,471.00	16,490.33	16,490.33	16,490.33	0.00	0.00	0.00	Time Limited Funding
IAPT Project Manager	49,471.00	0.00	0.00	0.00	0.00	0.00	49,471.00	Funded from IAPT monies to end of 2010/11- HoB fo fund thereafter
Lead Nurse Complex Care	55,213.00	18,404.33	18,404.33	18,404.33	0.00	0.00	0.00	Currently funded through complex care subs
Lead Nurse Complex Care	49,471.00	16,490.33	16,490.33	16,490.33	0.00	0.00	0.00	Currently funded through complex care subs
Hob Model of Care Manager	41,461.00	0.00	41,461.00	0.00	0.00	0.00	0.00	Time Limited Funding
Continuing Healthcare Nurse	42,720.00	14,240.00	14,240.00	14,240.00	0.00	0.00	0.00	Secondment from BSMHFT- Currently funded through complex care subs
Continuing Healthcare Nurse	42,720.00	14,240.00	14,240.00	14,240.00	0.00	0.00	0.00	Secondment from BSMHFT- Currently funded through complex care subs
IAPT Project Support Officer	25,814.00	0.00	0.00	0.00	0.00	0.00	25,814.00	Funded from IAPT monies to end of 2010/11- pick up funding thereafter not yet agreed
Admin Support Officer	25,814.00	25,814.00	0.00	0.00	0.00	0.00	0.00	Recurrent Funding
Admin Support Officer	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	Agency Staff
	<b>219,669.20</b>	<b>184,519.20</b>	<b>143,867.70</b>	<b>64,297.70</b>	<b>9,894.20</b>	<b>75,285.00</b>		

**Schedule 4 Table 3**

Joint Commissioning Team- Non Pay Costs 2008/09

	£	PCT Split			
Directly Attributable through Invoicing		£	£	£	£
		BEN	HoB	South	Total
Advertising & Recruitment	0.00				
Catering	136.10				
Conferences	4,093.16	16,596.46	16,596.46	16,596.46	49,789.38
Consultancy Fees	18,180.00				
Hospitality	1,546.70				
Lease Cars	0.00				
Mobile Phones & Blackberries	3,967.65				
Office Equipment	69.33				
Postage & Delivery Charges	0.00				
Printing	182.00				
Room Hire	5,524.75				
Travel & Subsistence	2,451.33				
	<u>36,151.02</u>				

Apportioned\* as % of Total Costs for Commissioning Directorate

Computer Equipment & Licences	9,673.78
Stationery & Sundries	1,344.84
Taxi Fees	1,228.80
Telephone Calls	1,390.94
	<u>13,638.36</u>

Apportionment = MH JCT Staff as % of total headcount in commissioning directorate

Total Non Pay	<u>49,789.38</u>
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### Part 3: In year Risk Sharing Arrangements

Arrangements for Over or Under Spends against contract / budget values

#### Contracts with NHS Bodies

Cost & Volume lines- cost and activity will be attributed to each PCT on an actual basis in accordance with Responsible Commissioner Guidance- this will include under / over performance but the primary responsibility will be to manage within the budget.

Cost Per Case lines- cost and activity will be attributed to each PCT on an actual basis in accordance with Responsible Commissioner Guidance- this will include under / over performance but the primary responsibility will be to manage within budget.

Block lines- cost will be attributed to each PCT in accordance with contributions defined during the contract setting process- there should be no under or over performance on these lines

#### Other NHS Spending

BSMHFT Prison HC & PCMHW- cost and activity will be attributed 100% to HoB PCT

BSMHFT Personality Disorders- cost and activity will be attributed to each PCT in accordance with responsible commissioner guidance- this will include under / over performance

BSMHFT CQUIN- value will be determined as 0.5% of contract out-turn value. Costs will be attributed to each PCT on the basis of % value of total contract value as defined in NHS Contracts section above

BSMHFT Developments- cost will be attributed to each PCT in accordance with contributions defined during the contract setting process- any slippage in development spending will be returned to PCTs in proportion to their original contribution to the total value of each development

### Mental Health Care Packages

Contributions to the cost of care packages will be calculated on the basis of the total value of care packages for the year, split between each PCT on the basis of 50% actual usage attributed to each PCT in accordance with the responsible commissioner guidance and 50% capitation share based on defined percentages of the total population of the three PCTs

### Contracts with Non-NHS Bodies

Cost & Volume lines- cost and activity will be attributed to each PCT on an actual basis in accordance with Responsible Commissioner Guidance- this will include under / over performance

Cost Per Case lines- cost and activity will be attributed to each PCT on an actual basis in accordance with Responsible Commissioner Guidance- this will include under / over performance

Block lines- cost will be attributed to each PCT in accordance with contributions defined during the contract setting process- there should be no under or over performance on these lines

### Other Services

IAPT project- this money is direct funding from Department of Health, the project will be run within the total funding envelope, there should be no over or under performance attributable to PCTs

Part 4: Scheme of Reservation & Delegated Authority [to be inserted: BEN PCT SO & SFIs]