

# Local Involvement Network Merton

## Terms of Reference

### 1. Introduction

Local Involvement Networks have been set up in every Local Authority area throughout the country to enable local people to change and improve the delivery of their health and social care services.

### 2. Statement of Purpose

2.1. **LINKs are networks of local people and organisations which encourage and support local people to get involved in how local care services are planned and run. They seek the views of and listen to local people about their needs and about their experiences of services. LINKs look at all health and social care services in an area that are funded by taxpayers, whether provided by the NHS, a local authority, a private company, a social enterprise or a charity. The purpose of the Merton Local Involvement Network is to:**

- 2.1.1. act as a catalyst for change in health and social care services in Merton<sup>1</sup>
- 2.1.2. encourage and support people from all communities, especially those from seldom-heard communities, to influence the planning and delivery of health and social care services
- 2.1.3. listen to people about their needs and experiences of services and act on the issues raised
- 2.1.4. make reports and recommendations to health and social care service providers and commissioners and require responses from them.

2.2. In doing this Merton Local Involvement Network will:

- 2.2.1. act as an independent **scrutineer and voice**
- 2.2.2. act as an inclusive network which promotes equality, diversity and inclusion and *embraces* and involves diverse communities and individuals
- 2.2.3. collaborate with other relevant bodies and networks, such as Overview & Scrutiny Committee, Care Quality Commission, other Local Involvement Networks and other local networks, such as the Community Engagement Network.

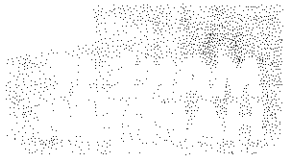
### 3. Powers

Local Involvement Networks have the following legal powers in relation to health services and adult social care services:

- 3.1. to ask for information and get a response within a specified timescale (**currently 20 days**)

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<sup>1</sup> The Local Involvement Networks remit includes all health services and adult social care services.



# Department of Health and Human Services

## Terms of Assistance

Section 1

The assistance provided under this agreement is for the purpose of supporting the recipient's efforts to improve the health and well-being of the community. The assistance is provided on a non-exclusive basis and the recipient is not to be held liable for any costs incurred in the process of providing the assistance.

Section 2

The assistance provided under this agreement is for the purpose of supporting the recipient's efforts to improve the health and well-being of the community. The assistance is provided on a non-exclusive basis and the recipient is not to be held liable for any costs incurred in the process of providing the assistance. The assistance is provided on a non-exclusive basis and the recipient is not to be held liable for any costs incurred in the process of providing the assistance.

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Section 4

The assistance provided under this agreement is for the purpose of supporting the recipient's efforts to improve the health and well-being of the community. The assistance is provided on a non-exclusive basis and the recipient is not to be held liable for any costs incurred in the process of providing the assistance.

Section 5

The assistance provided under this agreement is for the purpose of supporting the recipient's efforts to improve the health and well-being of the community. The assistance is provided on a non-exclusive basis and the recipient is not to be held liable for any costs incurred in the process of providing the assistance.

Section 6

The assistance provided under this agreement is for the purpose of supporting the recipient's efforts to improve the health and well-being of the community. The assistance is provided on a non-exclusive basis and the recipient is not to be held liable for any costs incurred in the process of providing the assistance.

Section 7

The assistance provided under this agreement is for the purpose of supporting the recipient's efforts to improve the health and well-being of the community. The assistance is provided on a non-exclusive basis and the recipient is not to be held liable for any costs incurred in the process of providing the assistance.

Section 8

The assistance provided under this agreement is for the purpose of supporting the recipient's efforts to improve the health and well-being of the community. The assistance is provided on a non-exclusive basis and the recipient is not to be held liable for any costs incurred in the process of providing the assistance.

Section 9

The assistance provided under this agreement is for the purpose of supporting the recipient's efforts to improve the health and well-being of the community. The assistance is provided on a non-exclusive basis and the recipient is not to be held liable for any costs incurred in the process of providing the assistance.

- 3.2. to make recommendations and get a response within a specific timescale (**currently 20 days**)
- 3.3. to refer matters to Overview and Scrutiny committee and get a response **within a specified timescale (currently 20 days)**
- 3.4. to enter and view specific types of premises where services and care are provided.

#### 4. Equality and Diversity

Merton Local Involvement Network is committed to a policy of treating all **individuals** equally. No **individual** shall receive less favourable treatment or consideration on the grounds of disability, race, ethnic origin, culture, socio-economic background, gender, sexuality, religion, creed, marital status or age.

#### 5. Structure

- 5.1. Merton Local Involvement Network is an independent voice, accountable to the local community **that operates as** a network of independent voluntary and community organisations and individuals who have an interest in shaping local health and social care services.
- 5.2. **In line with national guidance, people do not need to join or belong to a LINK to take part. Some people will have the time and skills to be more fully involved in taking decisions about the LINK but others may choose to get involved only in health or social care issues affecting a particular geographical area, or in contributing their views about a range of issues or a single issue.** Merton Local Involvement Network therefore has no formal membership, **but an inclusive approach enabling people to participate** as and when they wish to do so.
- 5.3. The Network has a Steering Group whose overall role is to set the strategic direction for the Local Involvement Network and **develop and oversee implementation** of the work plan. The Network is supported by a host organisation who has a contract with the London Borough of Merton to support the network and carry out activities as agreed with the Steering Group.

#### 6. The Steering Group

##### *Structure:*

- 6.1. The Steering Group is formed of up to 15 members drawn from the local community and from voluntary and community organisations.
- 6.2. **Membership of the Steering Group will be reviewed at least annually, to ensure a balance of skills and expertise.**
- 6.3. The Steering Group has a Chair and Vice Chair **who are elected every 3 years**
- 6.4. **The steering group will develop a process for appointing new Steering Group members and electing the Chair and Vice Chair**
- 6.5. The Steering Group quorum is 5 members.

1. The first step in the process of identifying a problem is to define the problem clearly and concisely.

2. The second step is to gather information about the problem, including its causes and effects.

3. The third step is to analyze the information and identify the underlying causes of the problem.

4. The fourth step is to develop a plan of action to address the problem.

5. The fifth step is to implement the plan and monitor the results to ensure that the problem is resolved.

6. The sixth step is to evaluate the effectiveness of the solution and make adjustments as needed.

7. The seventh step is to communicate the results of the process to all stakeholders involved.

8. The eighth step is to document the process and the solution for future reference.

9. The ninth step is to review the process and the solution to identify any areas for improvement.

10. The tenth step is to ensure that the solution is sustainable and that the problem does not recur.

11. The eleventh step is to provide ongoing support and resources to the team.

12. The twelfth step is to celebrate the success of the team.

13. The thirteenth step is to reflect on the process and the solution to learn from the experience.

14. The fourteenth step is to share the results of the process with other teams and departments.

15. The fifteenth step is to continue to monitor the situation and provide support as needed.

16. The sixteenth step is to ensure that the solution is implemented correctly and that the problem is resolved.

17. The seventeenth step is to provide ongoing support and resources to the team.



### *Role and activities:*

- 6.6. The Steering Group shall meet as regularly as it sees fit, but not less than 6 times per year. Its meetings shall be serviced by the Host.
- 6.7. The Steering Group will:
  - 6.7.1. provide strategic direction for the Local Involvement Network
  - 6.7.2. **develop** the work programme and oversee its delivery
  - 6.7.3. identify emerging priorities and amend the work programme accordingly
  - 6.7.4. **Contribute to and agree** the annual report
  - 6.7.5. participate in the London Borough of Merton's monitoring arrangements for the Host
- 6.8. In addition, Steering Group members may wish to play an active role in delivering the work programme, including:
  - 6.8.1. Representation on other partnerships and strategic **health and social care** bodies
  - 6.8.2. participate in visits to health and social care premises.

## **7. The Host organisation**

The Host organisation will

- 7.1. carry out its role in accordance with its contract and be accountable to LBM for delivery of the contract
- 7.2. employ staff to carry out activities
- 7.3. **manage and report to a range of bodies including the steering group** on the finances
- 7.4. carry out activities in delivering the agreed work programme
- 7.5. service and support the Steering Group.

## **8. Working together**

The Host recognises the role of the Steering Group in determining the direction of the Local Involvement Network and will act in accordance with the views of the Steering Group, except where:

- 8.1. this would be detrimental to the interests of the wider Network
- 8.2. this would lead to the Host being in breach of legal requirements or its contract with LBM.

## **9. Code of conduct**

- 9.1. Merton Local Involvement Network will be expected to act in accordance with the equality and diversity statement in paragraph 4



- 9.2. The Steering Group will recognise its role in ensuring that they represent the issues and concerns of the wider community, rather than individual interests
- 9.3. Steering Group members will abide by collective decisions, regardless of whether they supported those decisions as individuals
- 9.4. The Steering Group will agree arrangements and protocols for representation on external bodies. Representatives on external bodies will report back to the Steering Group
- 9.5. All press enquiries will be co-ordinated via the Local Involvement Network Host in **conjunction with the Chair and any press statements will be agreed by the chair or vice chair and go out in their names unless otherwise agreed by the steering group.**
- 9.6. Steering Group members and The Host staff involved in the Local Involvement Network will adhere to the Nolan principles as out in the "Seven Principles of Public Life" (to be attached as appendix 1).

## 10. Complaints

Complaints about the Local Involvement Network will be dealt with according to the Host's Complaints Procedure **(to be attached as appendix 2).**

## 11. Expenses

Expenses will be paid in accordance with the Host's expenses policy **(to be attached as appendix 3).**

## 12. Review of Terms of Reference

There will be an annual review of these terms of reference.

These terms of reference will be kept under review in accordance with developments and at least annually. Revised November 2010. Review by November 2011

## References

*Getting ready for LINKs: Planning your Local Involvement Network* (Department of Health, London, 2007)

*Local Involvement Networks explained* (Care Services Improvement Partnership, London, 2007)

*Guide No 12, Local Involvement Network Guidance: Governance*, (NHS National Centre for Involvement, London, 2008)

1. The first part of the document is a letter from the Secretary of the State to the Governor, dated 10th March 1870.

2. The second part is a report on the state of the State, dated 15th March 1870.

3. The third part is a report on the state of the State, dated 20th March 1870.

4. The fourth part is a report on the state of the State, dated 25th March 1870.

5. The fifth part is a report on the state of the State, dated 30th March 1870.

10. Conclusion

The above reports show that the State is in a state of peace and order, and that the Government is working for the benefit of the people.

11. Expenses

The expenses of the Government for the year ending 31st March 1870 are as follows:

12. Review of Terms of Reference

The terms of reference of the Commission are as follows:

The Commission has the honor to acknowledge the receipt of the letter from the Secretary of the State, dated 10th March 1870, and to inform you that the Commission has been constituted.

13. Introduction

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## Appendix 1 – Nolan Seven Principles of Public Life

- **Selflessness** – Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other benefits for themselves, their family or their friends.
- **Integrity** – Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.
- **Objectivity** – In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.
- **Accountability** – Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.
- **Openness** – Holders of public office should be as open as possible about all the decisions and actions they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.
- **Honesty** – Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.
- **Leadership** - Holders of public office should promote and support these principles by leadership and example.



## **Appendix 2: MVSC complaints police and procedure**

MVSC aims to provide its members, organisations and individuals with the best possible service. We positively welcome suggestions you may have for how we can improve our service.

Usually, a word with the person at the point of service delivery will suffice. However, we recognise that from time to time there may be occasions when users of our services feel that the quality or level of service provided fall short of what they could reasonably expect. We also want to know about these occasions so that we can make good the problem and plan to avoid its repetition.

If you have a complaint, we would like you to tell us about it.

### **This is what you should do:**

1. If you have a complaint to make, it should be made to the Chief Executive,\* who will try to resolve the issue informally.
2. If the issue is serious, or you are not satisfied after raising it with the Chief Executive, you should make a formal complaint.
3. Your complaint should be made in writing, marked "Private & Confidential" and sent to the Chief Executive\* who will acknowledge it in writing (normally within 7 days of receipt). Remember to keep a copy of your letter. If you need an interpreter or advocate to help you make your complaint, MVSC can arrange this for you.
4. The Chief Executive shall - in consultation with the Chair of the Trustee Board - investigate the complaint. (See separate check list).
5. The Chief Executive shall communicate the results of the investigation to you within a reasonable time - normally 21 days.
6. You have the right - if dissatisfied with the results of the inquiry - to put your case in writing or personally to a panel comprising at least three members from the MVSC Trustee Board.

If attending personally, you have the right to be accompanied by a friend or advocate to help put your case. (The panel also has the right to have an advisor present).

7. The decision of the panel will be final.
8. Where appropriate, MVSC will make a written apology to the complainant, and agree any further action necessary to make good the cause of the complaint.

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9. All formal complaints and the response made to them will be recorded and filed in a secure place.

10. The Trustee Board shall be informed by the Chief Executive at the first available meeting of the number and nature of any formal complaints and their outcome, and consideration will be given to the implications these have for the planning and management of future services annually, as part of MVSC's self-evaluation.

\* if a complaint relates to the Chief Executive, read "Chair" for "Chief Executive".

**MVSC's complaints procedure will be publicised to organisations and individuals who use its services.**

**As MVSC is a publicly funded registered charity, complaints can also be made to its funders or to the Charity Commission.**

9. All formal complaints and the response made to them will be recorded and filed in a secure place.

SW19 3NE

10.10 Kingswood Rd  
Miss Penny Clarke  
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## Appendix 3 – MVSC Expenses policy

### Mileage allowances

An allowance for mileage (including bicycles and for carrying car passengers) will be paid to all MVSC employees and volunteers who use their vehicle or bicycle on approved MVSC business. It is the individual employee's or volunteer's responsibility to ensure that they have adequate insurance to allow them to drive their vehicle for business purposes. Employees and volunteers will be required to sign a declaration that they are adequately covered for occasional business trips.

No mileage allowance is payable for travel between home and your regular place of work.

The current Inland Revenue mileage rates will be found on the current Expense Claim Form.

Expenses will be reimbursed on submission of a MVSC Expense Claim form and should be submitted monthly (or at least quarterly – at the end of each quarter).

Note: Employees who use a car on MVSC's business must ensure that they possess a current driving licence and insurance cover and the expense claim form must be noted with these.

### Public Transport for longer distance journeys

Journeys outside Merton and the local area should normally be by public transport.

The cheapest available BR fare should be taken and a ticket receipt attached to the Expense Claim form. This may involve booking a ticket in advance of the journey wherever possible.

If staff or volunteers need to use their vehicles for journeys outside Merton or surrounding boroughs **they must get prior approval** from their line manager. This will only be given where there are unusual circumstances such as training equipment to carry or other passengers.

### Subsistence

#### Meal expenses

The following subsidies will be reimbursed to employees and volunteers out on approved MVSC business and with prior approval from their line manager:

Breakfast	£4.48
Lunch	£6.17
Dinner	£7.64

It is extremely unlikely that any expenses in excess of these amounts will be paid, however approval, obtained in advance, may be considered in exceptional circumstances.

#### Accommodation

Where accommodation is necessary, employees and volunteers must seek prior approval from their line manager before a booking is made. A standard single room rate in no more than a 3 star facility should be taken. A receipt must be attached to the Expense Claim Form.

# Appendix 3 – MVSC Expenses Policy

Miss Penny Clarke  
10 Kingswood Rd  
SW19 3NE

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Journeys outside Metton and the local area should normally be by public transport.

The cheapest available BR fare should be taken and a ticket receipt attached to the Expense Claim form. This may involve booking a ticket in advance of the journey wherever possible.

If staff or volunteers need to use their vehicles for journeys outside Metton or surrounding parishes they must get prior approval from their line manager. This will only be given where there are unusual circumstances such as training equipment to carry or other passengers.

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