

APPENDIX 1

**DARLINGTON
BOROUGH
COUNCIL**

**DARLINGTON
PRIMARY CARE TRUST**

**TEES ESK
AND WEAR
VALLEYS NHS TRUST**

DARLINGTON LEARNING DISABILITIES SERVICES

SECTION 31 AGREEMENT

FINAL WORKING DRAFT

OCTOBER 2006

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DARLINGTON LEARNING DISABILITY SERVICES

PARTNERSHIP AGREEMENT

PREFACE

This is a partnership agreement between the statutory commissioning Partners, Darlington Borough Council and Darlington Primary Care Trust and the Tees, Esk and Wear Valleys NHS Trust as the key NHS deliverer of care. The bodies are referred to in this agreement as the Partners.

Sections 26 & 27 of the 1999 Health Act place an "explicit duty of cooperation" on Local Authorities, Primary Care Trusts and NHS Trusts, recognising "the need for them to work in partnership in commissioning and delivering care". This agreement sets out how the Partners intend to cooperate from a commissioning and service provision perspective in order to "secure and advance the health and welfare" of people resident in the Borough of Darlington, who have learning disabilities.

The arrangements established by the Partners under this agreement will be known as the "The Darlington Learning Disability Partnership." Darlington Primary Care Trust is a Partner to the agreement as a commissioner of services. Darlington Borough Council is a Partner as a commissioner and provider of services. The Tees, Esk and Wear Valleys NHS Trust is a Partner to the agreement solely as a provider of services

The flexibilities, provided through Section 31 of the 1999 Health Act, to be used in this agreement are:

- Lead Commissioning
- Pooled Budgets
- Integrated Service Provision

This agreement sets out the arrangements the Partners have committed themselves to in order to provide a robust framework within which these flexibilities will operate.

DATE OF AGREEMENT

DATE OF COMMENCEMENT OF PARTNERSHIP

OFFICER RESPONSIBLE FOR DELIVERING THE PARTNERSHIP

OFFICER RESPONSIBLE FOR THE POOLED FUND

This agreement is made the day of Two thousand and

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1.0 INTRODUCTION

- 1.1 This is an agreement between Darlington Borough Council ("the Borough Council") and Darlington Primary Care Trust ("the PCT ") and the Tees, Esk and Wear Valleys NHS Trust (the Trust). The bodies are referred to in this document as the Partners. The arrangements established by the Partners under this agreement will be known as the "Darlington Learning Disability Partnership" (LDP).
- 1.2 Darlington PCT has duties and powers to provide care services and commission health services on behalf of their registered General Practitioner population ("the registered population") and the Borough Council has duties and powers to provide care to people resident within the Borough of Darlington. The Tees, Esk and Wear Valleys NHS Trust have responsibilities as both a statutory provider of services and in performing operational commissioning through the existing Integrated Learning Disabilities Team. Section 22 of the 1977 NHS Act and Sections 26 & 27 of the 1999 Health Act requires these agencies to cooperate in order to secure and advance the health and welfare of the Darlington population.
- 1.3 In guidance, local authorities and health trusts are encouraged to consider partnership working by using flexibilities available through Section 31 of the 1999 Health Act, these flexibilities being pooled funds and/or delegation of functions – lead commissioning and integrated service provision

2.0 STRATEGIC BACKGROUND AND CONTEXT

The Darlington Partnership Strategy

- 2.1 The Local Strategic Partnership: Community Strategy, "Where Quality Comes to Life" aims to achieve the following themed goals.
- An area creating and sharing prosperity.
 - A location for learning, achievement and leisure
 - A place for living safely and well.
 - A high-quality environment with excellent communication links
- 2.2 The vision agreed by the Darlington Partnership is "to improve the health, well-being and social care of local people, reduce inequalities and help people at all stages of their life to enjoy the best possible health". A key objective of the Partnership Strategy is to "improve the health, well-being and social care of local people, reduce inequalities and help people at all stages of their life to enjoy the best possible health".

Leading Edge Project

- 2.3 Within the framework of the Partnership, Darlington Borough Council and the Darlington Primary Care Trust have established a "Leading-Edge" project as a key tool for delivering improved health and social care in ways that will see the vision realised. The aim of the project is "effective and efficient arrangements for joint work between Darlington Borough Council and Darlington Primary Care Trust so that the Partners will achieve their shared vision of a place for living safely and well".

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- 2.4 The required outcomes of the Leading-Edge project are:
- Improved patient and user experiences of services
 - Better user of resources and efficiency savings
 - An inclusive model of joint planning, commissioning and providing services
 - Demonstrable improvements in performance
- 2.5 Leading Edge includes people with learning disabilities within its scope and endorses the use of Health Act 1999 flexibilities and the creation of "special purpose vehicles" or "any other legal means necessary to facilitate achieving the project outcomes."

Building on existing joint working

- 2.6 Joint working arrangements are already well established between NHS and social care agencies across the Darlington community leading to improved health and social care outcomes. Close working and service integration are features of the commissioning and provision of services for older people, people experiencing mental ill-health and disabled people.
- 2.7 Joint arrangements to develop and improve services for people with learning disabilities and their carers were put in place in 2000 through establishing the Darlington Learning Disabilities Partnership Board. A partnership agreement enabling the transfer of funds under section 28a of the Health Act 1999 was reached, allowing for the establishment of an integrated Community Learning Disabilities Team (ICLDT) providing assessment, care management and care coordination services.
- 2.8 However, this Partnership Agreement and the benefits derived from it did not include the advantages of deploying Health Act flexibilities, nor were the governance arrangements sufficiently robust to develop high-quality integrated working and consequent improved outcomes for service users and their carers.
- 2.9 The Partners now intend, through this new agreement to build on the successes of existing joint working arrangements by clearly expressing the processes and mechanisms they will implement in order to deliver the vision and outcomes of the Darlington Partnership Strategy and the Leading Edge, health and social care integration project.

3.0. SCOPE OF THE AGREEMENT

- 3.1 The scope of this agreement concerns the arrangements for the provision of health and social care services for people with a learning disability who are residents of Darlington Borough Council and registered with a General Medical Practice that is part of Darlington Primary Care Trust.
- 3.2 Where residence and registration do not coincide, residence will determine the provision of social care services and registration will determine the provision of health services. As such boundary issues arise they will be dealt with on a case- by case basis
- 3.3 Services will be provided in accordance with the eligibility criteria set out in Schedule 5a

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4.0 SERVICE AREAS TO BE CHANGED

- 4.1 The service areas to be changed through this agreement are:
- The existing processes for the planning, commissioning and funding arrangements for community based care for people with learning disabilities and their families
 - The management and provision of integrated assessment and care management/care coordination services for people with learning disabilities and their families
 - The modernisation of existing models of care in ways consistent with good practice and the requirements of Valuing People

5.0 CONSULTATION

- 5.1 In preparing this agreement, consultation has taken place that meets the requirements of statutory instrument 2000/617 no. 4(2). In addition to staff employed by the Partner Agencies, consultation has included:
- The Darlington Learning Disabilities Partnership Board
 - Service users and their advocates
 - Carers
 - Elected members and Non-Executive Members
 - Legal services
 - Finance and audit services
 - Independent sector service providers
 - Voluntary organisations

6.0 PURPOSE OF THE AGREEMENT

The purpose of this agreement is:

- 6.1 To set out the undertakings given by each of the Partners and the intended basis of their relationship.
- 6.2 To set out the intentions of the Partners to implement the "flexibilities" of a pooled fund, lead commissioning and integrated service provision, pursuant to section 31 of the Health Act 1999
- 6.3 To establish the Darlington Learning Disabilities Partnership (LDP), bringing together social care and health professionals to provide specialist community based services for people with learning disabilities and their families and through which the flexibilities, lead responsibilities, fulfilment of functions and Partner accountability will be delivered.
- 6.4 To provide a robust framework within which Darlington Borough Council will become the lead commissioner and integrated provider of community based health services and social care services for adults with learning disabilities and by which monies will be pooled pursuant to Section 31 of the Health Act 1999. The Partners agree to establish and maintain under the terms of this agreement, a pooled fund and agree that the host organisation for the pooled fund will be the Darlington Borough Council.

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7.0 AGREEMENT VALUES AND PRINCIPLES

- 7.1 The partners intend that the following values and principles will be evident in every aspect of the way in which this in agreement is implemented.
- 7.2 Legal and civil rights: services commissioned and provided through this agreement will act towards people with learning disabilities as individuals with respect for their dignity, and challenge discrimination on all grounds including disability.
- 7.3 Independence: the starting presumption for the planning commission and provision of services will be one of independence rather than dependence, with services providing the support necessary to maximise this.
- 7.4 Choice: services will be commissioned and provided in such a way that everyone will be able to make choices. This will include people with severe and profound disabilities, who, with the right help and support, can make important choices and express preferences about their day-to-day lives.
- 7.5 Inclusion: services commissioned and provided through this agreement will enable people with learning disabilities to do those ordinary things which all other citizens of Darlington are able to do, including making use of mainstream services and being fully included in the local community.
- 7.6 The Partners declare their intention through this agreement to ensure they achieve value for money and high quality care outcomes through the making the best use of pooled funds in services commissioned or provided. In order to achieve this they agree that:
- (a) From the 1st of December 2006 there should be no variation to the resources currently committed to the services set out in schedule 1.
 - (b) The Partners agree to keep each other informed about any financial variations that may affect the implementation of the agreement.
 - (c) The Partners undertake not to unilaterally reduce or change the level of resources currently committed to the services identified in schedule 1 without prior discussion and consultation and a clear statement of the impact of any change on the integrated service and Partner Agencies.

8.0 AGREEMENT AIMS AND INTENDED OUTCOMES

- 8.1 The overall aim of this agreement is to secure effective integrated health and social care services for adults with learning disabilities, to whom the Partners have responsibilities. Through the implementation of the partnership arrangements, the Partners expect the following outcomes:
- (a) Services that better understand and respond to the needs of the whole person and those of their carers including people whose needs may change because of age and ill health
 - (b) Easy access to care and support services for people who need them through the development of locally based models of community services able to meet the full range of an individuals needs

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(c) Each person, who needs care and support services, supported by a single professional who has overall responsibility for the arrangements being made to help them and who is in a position to deal rapidly and effectively with problems and changes in the persons circumstances

(d) Decisions about the level and nature of services provided being made in a manner that is fair and easy to understand and which directly involves the service user

(e) Wider involvement of voluntary and community organisations, patients/users, carers, professionals and other staff in the development of services

(f) A skilled and motivated health and social care workforce, with easy access to high quality training and development opportunities

(g) Active involvement of people using the service and their carers in decisions about their care and proposed development of services

(h) Minimising incentives of any party involved in providing care and support services to act in a way that is contrary to service users best interests because of disputes about organisational responsibilities

(i) Make the most effective possible use of the overall funding available in responding to service users needs.

8.2 To achieve these outcomes and underpinned by implementation of the agreement principles the Partners intend:

(a) That the Borough Council delivers lead commissioner responsibilities through the Learning Disabilities Partnership (LDP) for all health and social care services for people with a learning disability set out in schedule 1, using a framework for commissioning and planning methodology, agreed by the Commissioning Partners which focuses on developing locally based services able to meet the full spectrum of user and carer need

(b) To develop an integrated learning disability management structure for health and social care professionals working within the Integrated Community Learning Disabilities Team (ICLDT) with decision making responsibility devolved to a level as near as reasonably possible to the front line professionals working with individual service users

(c) Explore new service models in which health and social care learning disability services are provided as an integrated package, including services where there may be no clear distinction to be made between "health" and "social care" components

(d) Pool budgets for the services set out in schedule 1, into a single integrated budget (the pooled fund) the spending of which will be accounted for as expenditure to meet health or social care needs of people with learning disabilities

(e) Establish systems for continually involving service users, and their families and staff alongside relevant community and voluntary organisations in the planning and delivery of locally based services.

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(f) Agree and implement a quality performance management framework, including reporting arrangements to the governance systems of Partner Agencies, which will determine the impact of the aims and intended outcomes of the Partnership Agreement, report activity and balances of the pooled fund and provide data consistent with the performance and assessment framework of the Partners

RELATIONSHIPS WITH OTHER AGREEMENTS

8.3 The following agreements set out, or will set out other aspects of the relationship between the Partners.

- Contracts and service level agreements for services commissioned or provided by Darlington PCT
- Contracts and service level agreements for services purchased by the Tees Esk and Wear Valleys NHS Trust
- Contracts and service level agreements for services commissioned or provided by Darlington Borough Council.

9.0. AREAS OF RESPONSIBILITY

9.1 This agreement specifies the conditions by which the Council will:

(a) Take the lead responsibility for providing and commissioning NHS functions specified in Schedule 2 for the registered population and providing and commissioning social care services for adults with learning disability, pursuant to the Council functions specified in Schedule 2.

(b) Manage the pooled fund for those services specified in Schedule 1.

(c) Deliver the accountability arrangements that are part of this agreement

(d) Perform these areas of responsibility through the LDP.

10.0 SCHEDULES REFERRED TO IN THIS AGREEMENT

10.1 The schedules referred to in this agreement are listed in the contents and detail other aspects of the relationship between the Partners

LEARNING DISABILITIES PARTNERSHIP, COUNCIL AND PCT UNDERTAKINGS

11.0 FULFILMENT OF FUNCTIONS

11.1 The services outlined in Schedule 1 are to be provided in accordance with the provisions of this agreement. The Partners are satisfied that the implementation of the LDP will lead to an improvement in the health and welfare of adults with learning disabilities as set out in:

- The Darlington Community Strategy
- Leading-Edge health and social care integration project documentation
- Valuing People strategy
- The three year commissioning strategy agreed by the Commissioning Partners

11.2 The Darlington Learning Disability Partnership (LDP) shall be the mechanism through which monitoring of the pooled fund, the commissioning functions of the Partners and arrangements for service integration covered under this agreement shall be discharged

11.3 Following consultation, each Partner will agree a level of contribution for functions to be discharged under the pooled fund that will be recorded in the annual agreement. Contributions will be determined on the basis of the principles set out in paragraph 7 of this agreement

12. THE LDP UNDERTAKES:

12.1 To fulfil on behalf of the Council, the PCT and the Trust, all relevant statutory duties towards people with a learning disability arising under health and social services legislation

12.2 To operate within the strategic objectives of the Council, the PCT, The Trust and the Darlington Partnership

12.3 To implement on behalf of the Partners the Health Act 1999 flexibilities in line with the arrangements and processes set out elsewhere in this agreement

12.4 To operate within an annually updated commissioning strategy

12.5 To ensure on behalf of the Darlington Learning Disability Partnership Board, the continual involvement and engagement of service users and their families

12.6 To seek the views of the Council, the PCT and the Trust at the earliest feasible stage to any decisions that would significantly affect the discharge of delegated health and social care functions. A major decision would, if implemented, fall within any of the following:

- It raises new issues of policy
- Increases financial commitments, whether revenue or capital, in future years above existing budgetary approval
- Requires a virement in excess of the limits set out in paragraph 19.16 of this agreement
- Is considered by the Director of Community Services as Chair of the LDP Governance Group to be of such significance it should be treated as a major decision.

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13.0 THE COUNCIL UNDERTAKE AND THE PCT UNDERTAKE AND THE TRUST UNDERTAKES:

- 13.1 To provide the LDP with funding and other support sufficient to ensure that it is able to carry out the undertakings listed in paragraph 12 of this agreement subject to the required efficiency targets and assumptions of the Council, the PCT and the Trust
- 13.2 Consult the LDP at the earliest feasible stage regarding any decisions that would significantly affect the operation of the LDP
- 13.3 Ensure the aims and objectives of the LDP will be supported through the delivery of other functions and services for which they have responsibility or influence over
- 13.4 Establish and ensure close cooperation between LDP services and other health and social care services and to develop and observe protocols which set out how this interface will operate.
- 13.5 Agree a budget and performance strategy with the LDP by the 1st of April each year in relation to its services for people with a learning disability
- 13.6 Provide representatives to the LDP Governance Group and Management Group.
- 13.7 Play a lead role in the strategic agenda for all people with a learning disability, both from health and social care perspective, and also linking with wider initiatives around integration and inclusion
- 13.8 Support the Darlington Partnership in ensuring that it is appropriately briefed and able to influence key decisions in relation to the service.
- 13.9 Ensure that Cabinet, Council Members and PCT Board Members are briefed and that planning reflects the services managed by the LDP.

14.0 AGREEMENT GOVERNANCE

- 14.1 For the purposes of delivering the intended aims and outcomes of this agreement the Partners will establish the following arrangements.
- 14.2 Darlington Borough Council, on behalf of the Partners will be the lead agency for delivering the agreement.
- 14.3 The LDP will comply with the principles and standards of corporate governance relevant to the NHS and Local Authority

LDP Governance Group

- 14.4 The Partners will establish the LDP Governance Group to take responsibility for and lead the LDP. The scope, terms of reference, membership and meeting cycle of the LDP Agreement Governance Group are set out in Schedule 6.
- 14.5 The LDP Governance Group will be responsible on behalf of the Partners for delivering the agreement aims, outcomes, delegation of functions, fulfilment of statutory duties and Health Act flexibilities put in to effect through this agreement

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- 14.6 The Council will nominate a member of its Executive with lead responsibility for social care services to be a member of the LDP Governance Group (the cabinet member) who will be advised and assisted by the Director of Community Services, and the Chief Executive of the Council. The Council will nominate a member of its Executive to act as deputy for the Cabinet Member whenever required.
- 14.7 The PCT will nominate a Non-Executive Director of its Board to be a member of the LDP Governance Group. The PCT will nominate a Member of its Board to act as a deputy for the Non-Executive Director whenever required.
- 14.8 The Group will be chaired by the Director of Community Services, Darlington Borough Council, who is the officer, accountable on behalf of the Partners, for all aspects of this agreement and will include, as co-opted members, service user and carer representatives. Officers of the Partner Agencies will attend LDP Governance Group meetings in order to give advice
- 14.9 The LDP Governance Group will be accountable for its responsibilities to the governance arrangements of the respective party agencies through the processes set out in this agreement.
- 14.10 The LDP Governance Group will provide quarterly reports of its activity to the Darlington Learning Disabilities Partnership Board. The scope, terms of reference, membership and meeting cycle of the Darlington Learning Disabilities Partnership Board are set out in Schedule 6.

LDP Management Group

- 14.11 The Partners are committed to integrating the management of services delivered through this agreement. In order to achieve this they will establish an LDP Agreement Management Group which will be accountable to the LDP Agreement Governance Group
- 14.12 The LDP Management Group will have responsibility for the day to day management and implementation of the LDP acting at all times in ways which will deliver the agreement values, principles, aims and outcomes. The scope, terms of reference, membership and meeting cycle of the LDP Agreement Management Group are set out in Schedule 6.
- 14.13 The Assistant Director Adult Social Care and Health, Darlington Borough Council will chair the LDP Management Group. Through this agreement the Partners designate this post as being:
- The Lead Commissioner
 - The Pooled Fund Manager.
- 14.14 The Partners undertake to provide appropriate resources to enable the post holder to carry out these duties on their behalf.
- 14.15 In addition to the provision of the services specified in schedule 1, a range of projects will be established which will support the delivery of LDP aims and outcomes. These projects are listed in schedule 1 of the agreement.

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Integrated Community Learning Disabilities Team Management Group

- 14.15 The Partners undertake to establish an Integrated Community Learning Disabilities Team Management Group to oversee the provision of multidisciplinary assessment, care management, and care coordination and person centred planning.
- 14.16 Accountable to the LDP Agreement Management Group, the Integrated Community Learning Disabilities Team Management Group will be delegated with responsibility for the day to day management of staff and associated resources contributed by the Partners for the provision of multidisciplinary assessment, care management, care coordination and person centred planning and for ensuring that this element of the service is managed and provided on a truly multi agency, multi disciplinary basis.
- 14.15 The scope, terms of reference, membership and meeting cycle of the Integrated Community Learning Disabilities Team Management Group are set out in Schedule 6.

Democratic and Non-Executive Accountability

- 14.16 It is essential for the proper running of the Borough Council, the PCT and the Trust that all Councillors and Non-Executive Directors are fully informed about matters on which they may be required to make decisions or which affect their electoral ward. Elected members have an important role to play in representing the interests of and responding to concerns raised by their constituents.
- 14.17 Individual members of the Council, the PCT or the Trust may ask the LDP to provide them with factual information. If the LDP considers that the cost of providing the information requested, or the nature of the request to be unreasonable, then guidance shall be sought from the Borough Council's Chief Executive as to whether the information shall be provided.
- 14.18 Confidential information relating to casework should not normally be sought. If in exceptional circumstances, the Elected Member or Non-Executive Director wishes to discuss any confidential aspect of an individual case, they shall first to seek advice from the Assistant Director Adult Social Care and Health and follow appropriate guidance.
- 14.19 Any information provided to an Elected Member or Non-Executive Director must only be used for the purpose for which it was provided i.e. in connection with the proper performance of their duties as a member of the Council or the PCT board, or Trust Board in accordance with relevant codes of conduct.
- 14.20 The LDP will prepare reports on any aspect of its social services or National Health Service responsibilities on request where this is necessary to enable the Cabinet or the Full Council or PCT Board or Trust Board to make a decision. Information will also be provided on request, to enable any service development group to advise on a particular proposal or a Scrutiny Committee to undertake its scrutiny role.

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- 14.21 The Local Authority has a general remit to scrutinise any issue affecting the Authority's area or its residents, under the Local Government Act 2000. The Health and Social Care Act 2001 gives local authorities additional responsibilities and powers to establish Overview and Scrutiny Committees with powers to report on matters relating to health services in their area.
- 14.22 The aim of local scrutiny is to hold the service to account and to act as a lever to improve the quality of care, the identification of local people's needs and wishes health services, ensuring that services provided are accessible and giving consideration to outcomes for all sections of the population.
- 14.23 The LDP will cooperate with the council's scrutiny arrangements and work with Partners to ensure coherence with other mechanisms for patient and public involvement in the NHS.

15.0 DELEGATIONS UNDER THIS AGREEMENT

- 15.1 The Partner functions delegated under this agreement are those found in the National Health Services Bodies and Local Authorities Partnership Arrangements Regulations 2000.
- 15.2 Schedule 2 lists the relevant legislation of these delegated functions.
- 15.3 The PCT delegate to the Darlington Borough Council all specific powers and NHS legislation for people with a learning disability subject to the provision set out in this agreement. The Borough Council will discharge these powers through the LDP in consultation with the PCT.
- 15.4 This delegation does not include any powers that the Council or the PCT are not permitted by statute to delegate. Where the power to delegate is restricted, the Partners will agree arrangements separately designed to achieve the greatest degree of delegation to the LDP that are consistent with the statutory constraints and the views of the Partners.
- 15.5 The LDP will operate within the framework set out in the commissioning strategy, except where departure from it is formally agreed with the Council and the PCT.
- 15.6 The LDP will obtain the agreement of the Council, the PCT and the Trust Board before adopting any major new policies or changes affecting its health and social services functions. The Assistant Director Adult Social Care and Health will be responsible for identifying the appropriate route for seeking agreement on future policy changes.
- 15.7 The LDP may commission services from any suitable third-party source to fulfil its responsibilities under this agreement, as an alternative to providing them itself. The procurement of services from a third-party will take place, at all times, through arrangements for commissioning and procuring services, established by the Borough Council.
- 15.8 The charges for services set by the Council may not be varied. In exceptional circumstances, the Assistant Director Adult Social Care and Health, may recommend that charges be waived for individuals.
- 15.9. the eligibility criteria for social care services may not be varied without the agreement of the council.

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Standing orders, Standing Financial Instructions and Scheme of Delegation

- 15.10 The Standing Orders and Standing Financial Instructions of the Council shall apply to the management of the pooled fund and the partnership arrangements under this agreement
- 15.11 The Council will amend where required its Standing Orders, Standing Financial Instructions and Scheme of Delegation from the commencement date of the Partnership so as to ensure that it is able to exercise the functions delegated to it under this agreement from that date.

16.0 CLINICAL GOVERNANCE

- 16.1 From the commencement date of this agreement, the LDP will be responsible for the clinical governance of the integrated service.
- 16.2 The LDP will develop a single unified process of clinical governance to fulfil the following requirements:
- Clear lines of accountability for the quality of care
 - A comprehensive programme of quality improvement activities.
 - Policies and procedures aimed at managing risk.
 - Procedures for identifying and remedying poor performance
- 16.3. The LDP will develop a process of "practice governance" which will encompass clinical governance in health care and practice standards in social care. Following implementation of these processes the LDP will ensure six monthly reporting of activities and performance to the LDP Management Group and the LDP Governance Group.

17.0 BEST VALUE OBLIGATIONS

- 17.1 The social care elements of services identified in schedule 1 will continue to comply with the Councils duty to provide best value in services it commissions and provides
- 17.2 The Council will agree with the PCT and the Trust those elements of any action plan resulting from a review that affects the PCT or the Trust

Best Value and Clinical Governance Cooperation

- 17.3 In order to reflect integration, any best value reviews and clinical governance /practice governance activity will, wherever possible follow a cross cutting approach. This will ensure that all elements of the service relevant to the review can be included and the outcome is used to support service development. This cooperation will include the provision of information and relevant expertise

18.0 EXTERNAL INSPECTION AND MONITORING.

- 18.1 The LDP will provide appropriate access and information to any external body empowered by statute to inspect or monitor Council, PCT or Trust discharge of their respective functions.
- 18.2 The LDP will be subject to performance management by The Strategic Health Authority and the Commission for Social Care Inspection

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- 18.3 The arrangements will also be subject to inspection by the Healthcare Commission and the Commission for Social Care Inspection
- 18.4 The PCT, the Council and the Trust will work together with these bodies to bring together inspection and monitoring processes wherever possible
- 18.5 Information from the Commission for Social Care inspection will form part of the Council's Comprehensive Performance Assessment by the Audit Commission
- 18.6 The LDP will be subject to the scrutiny of the Council's internal and external auditors and will also have to satisfy the PCT' external auditors in relation to PCT accountabilities and Trust external auditors in relation to Trust accountabilities.

Community Engagement, Consultation and Communication

- 18.7 The Partners agree that consultation with and the involvement of service users and their families and the wider community is fundamental to their responsibilities for delivering Valuing People key principles and objectives. Consultation and involvement will be carried out through the LDP in ways that support the identity of a unified service.
- 18.8 The LDP Management Group will take the lead responsibility for ensuring that consultation and involvement with service users and their families, using methodology and processes appropriate to individual need takes place on a continuing basis, operating where necessary, under the leadership of the Darlington Learning Disabilities Partnership Board.

HEALTH ACT FLEXIBILITIES

19.0 THE POOLED FUND

- 19.1 A pooled fund will be established, maintained by the Council, by means of monies from contributions by the Partners for the purposes of providing those agreed services as specified in schedule 1 of this agreement. The Borough Council and the PCT have agreed initial funding contributions for 2007/2008 as set out in schedule 3, based on a balanced budget position.
- 19.2 The pooled budget shall be used for the commissioning, provision and purchase of services relating to community-based care of people with a learning disability set out in schedule 1.
- 19.2 The Assistant Director Adult Social Care and Health will be responsible for overseeing the budget requirement for the pooled budget.

Budget setting

- 19.4 Budget setting will take place in line with the commissioning strategy agreed by the governance arrangements of the Borough Council and the PCT Partners and the Darlington Learning Disabilities Partnership Board.
- 19.5 The Borough Council, the PCT and the Trust will seek to, as a minimum, maintain the pooled budgets at current levels of funding in real terms (2006 --

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2007). If any party is unable to maintain their contributions to the pooled budget in real terms, then adequate notice of this must be given before the start of the financial year and by the 28th of February at the latest.

- 19.6 The pooled fund will be funded on an annual basis
- 19.7 The Borough Council and the PCT will confirm their contribution to the pooled budget for the next financial year by the 28th of February each year. The Commissioning Partners will agree the allocation of funding across the pooled budget by the 31st of March each year.
- 19.8 In addition the Borough Council and the PCT will provide indicative figures for the funding which it expects to make available to the pooled fund in each of the following two years.
- 19.9 In order to inform budget discussions and setting, the LDP will inform the Commissioning Partners of predicted inflationary, and demography and statutory pressures for the following financial year by the 30th of November each year.
- 19.10 The Borough Council and the PCT will undertake to develop the funding arrangements for the LDP during 2007/2008 with a view to agreeing a funding formula for identifying the funding requirement of individual Partners for 2008/2009.

Pool Manager

- 19.11 An officer of the Council will be appointed for the purposes of administering the pooled fund and making payments from the pooled fund in respect of costs incurred. This officer will be part of the Adult Services Finance Team and report to the Strategic Commissioning Group who will have responsibility for the pooled budget, and for securing the most effective and efficient use of resources.

Pooled Budget Financial Administration

- 19.12 The Borough Council will be responsible for the overall financial administration and accounting arrangements for the pooled budget. The standing orders and spending financial instructions of the Council shall apply to the management of the pooled budget.
- 19.13 The Borough Council will create a clear identifiable accounting structure to enable effective monitoring and reporting.
- 19.14 The Borough Council will maintain financial records in a format that will enable the completion of performance returns and grant claims to government and the PCT reporting requirements.
- 19.15 The Borough Council, will produce monthly budgetary control reports as required to:
 - The Strategic Commissioning Group.
 - The LDP Governance Group.
 - The Darlington Learning Disabilities Partnership Board.

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- 19.16 Significant changes to the agreed budget, including any virement exceeding £50,000 between cost centres, will be reported to the Borough Council and the PCT.
- 19.17 The Borough Council will set its funding commitment to the pooled fund as the figure net of anticipated income from service users. The Borough Council will take into account any projected changes in the income raised through charges to service users in the following manner:
- 19.18 The Borough Council will use any increase in income from charges resulting from its current budgetary or policy decisions to increase the funding available for services or to reduce the impact of reduction in social care services.
- 19.19 Any reduction in income from charges resulting from the Council's own budgetary or policies decisions or statutory guidance will be discussed between the Partners with the aim of ensuring there is not a reduction in services as a result.
- 19.20 The Borough Council will handle any change in projected income as a result of changes to statutory guidance in a way that mirrors the government's intentions so far as it can determine them.

Access to the fund

- 19.21 Access to the fund will take place through a scheme of delegation agreed by the Partners and set out in schedule 4

Income and charging

- 19.22 The Borough Council will retain responsibility for charging for the social care element of learning disability services and subsequent income collection. Income arising from charges will be included within the pooled budget.
- 19.23 The Borough Council will consult with the PCT, before setting new charges or changing the charging criteria for service users. The Borough Council sets its charging policy at Cabinet in January each year and will consult during December. Charges will be set on a Borough Council wide basis.
- 19.24 The cost of bad debts will be charged to the pooled budget. The write-off of bad debts will require the authorisation of the Assistant Director Adult Social Care and Health, in conjunction with the Director of Finance at the PCT.

Capital

- 19.25 Capital funding will not be pooled. The capital requirements of services for people with a learning disability will be incorporated within the capital planning processes of the Borough Council and the NHS.

Overspends and underspends

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- 19.26 It is the responsibility of the Strategic Commissioning Group to achieve financial balance. If an overspend of the pooled budget is forecast at any point in the financial year then:
- (a) The Assistant Director Adult Social Care and Health as Chair of the Strategic Commissioning Group will create an action plan for minimising overspending in the financial year, within one month of the overspend being identified.
 - (b) The PCT Chief Executive and the Director of Community Services will sign off the action plan. The Assistant Director Adult Social Care and Health will seek Cabinet approval, should the approval of the action plan exceed delegated authority.
 - (c) Any overspend of the pooled budget at the year-end will be funded by the Borough Council and the PCT. The liability for funding the overspend will be agreed by the Strategic Commissioning Group. Partners will recognise these liabilities within their annual accounts.
- 19.27 The funding of any overspending agreed by the Strategic Commissioning Group can be carried forward into the following year's pooled budget.
- 19.28 Underspends as agreed by the Strategic Commissioning Group will be retained within the pooled budget and be available for investment in the following year in ways consistent with the commissioning strategy agreed by the Partner Agencies.
- 19.29 The Partner Agencies will have the right to take into account any underspend when agreeing and setting the following annual budget.
- 19.30 The Council and the PCT will review these financial arrangements after six months of the date of implementation of this agreement and report the outcomes of this review to the governance systems of the respective partner agencies.

Payment

- 19.31 PCT payments into the pooled fund will be paid in 12 equal instalments by the 10th of each month during the financial year to which the funding relates.

Audit

- 19.32 As host of the pooled fund, the Borough Council will be responsible for ensuring audit of the pooled fund accounts in accordance with regulations and legislation and the requirements of Partners Agencies
- 19.33 The Partners agree to cooperate in the auditing of their accounts to ensure no unavoidable double auditing of matters contained in these arrangements takes place

Value Added Tax

- 19.34 The VAT regime applied will seek to maximise recovery of local government tax incurred within these arrangements.

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- 19.35 Should the PCT or Trust make purchases from the pooled fund on behalf of the Partnership then these purchases will be identifiable as social care services with the PCT or Trust acting as agent for the Local Authority to enable the recovery of VAT.
- 19.36 The Borough Council agrees to seek from the Department of Customs and Excise a refund of taxation upon any expenditure incurred by it under this agreement, which is the subject to value added taxation and to apply such refund to the pooled fund.

Support Services Provided by the Borough Council

- 19.37 The pooled fund will be utilised to secure all support services required to discharge the responsibilities set out in this agreement.
- 19.38 Additional support services that the Borough Council will secure from Partner agencies include but are not restricted to:
- Creditor payments
 - Debtors,
 - payroll,
 - travel claims.
 - Stock control functions
 - Personnel and human resources services
 - Suppliers
 - Transport
 - Property services
 - Management information and technology services
 - Complaints and representation services
 - Legal services

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20.0 LEAD COMMISSIONING

- 20.1 The Partners intend, through this agreement, that Darlington Borough Council will be the lead commissioner for all health and social care services for people with a learning disability, as set out in schedule 1 of this agreement.
- 20.2 The Borough Council will fulfil these responsibilities in consultation with the PCT using a framework for commissioning and planning agreed by the Partners.
- 20.3 The Assistant Director Adult Social Care and Health will be designated by the partner agencies as the lead commissioner for the purposes of this agreement.
- 20.4 The Partner Agencies have established commissioning arrangements in order to ensure that the LDP delivers these functions. The Partners undertake through this agreement to maintain these arrangements at the required level of functioning by ensuring appropriate representation is provided to working groups and advice and expertise is made available to any element of the commissioning process requiring such support.

Strategic Commissioning Group

- 20.5 The Commissioning Partners have established a Strategic Commissioning Group, separate from any standing service provider representation, which will lead on the development and implementation of a three year commissioning strategy for service user and their carers with learning disabilities. The scope, terms of reference, membership and meeting cycle of this group are set out in schedule 6 of this agreement
- 20.6 Commissioning arrangements will be influenced by, Valuing People Subgroups working to the Darlington Learning Disabilities Partnership Board and the outcomes of consultation arrangements with service users and their families.

Commissioning Strategy

- 20.7 The Assistant Director Adult Social Care and Health will have lead responsibility for ensuring that an up-to-date commissioning strategy has been prepared in line with the requirements of the Commissioning Partner Agencies, and is available for implementation at the commencement of this Partnership Agreement.
- 20.8 The Commissioning Strategy will be subject to review within the timescales required for the annual review of this agreement.
- 20.9 The Commissioning Strategy will be discussed and agreed by the LDP Governance Group and the Darlington Learning Disabilities Partnership Board, before submission to the Cabinet and Board of the respective Partner agencies and the Darlington Partnership Strategy.
- 20.10 The LDP will be the process through which the intentions of the commissioning strategy will be delivered

FINAL WORKING DRAFT

21.0 INTEGRATED SERVICE PROVISION

- 21.1 It is the intention of the Partners to achieve full integration of community-based health and social care services for people with learning disabilities wherever it is feasible and sensible to do this, and where this is consistent with the Commissioning Strategy agreed by the Commissioning Partner Agencies.
- 21.1 The Borough Council will be the lead agency for the integrated provider arrangements in accordance with the management arrangements specified in schedule 6.
- 21.2 The Partners have established through the LDP a Management Group with the capacity to deliver the functions responsibilities and accountabilities assigned to the LDP by the Partner Agencies and which are to be fulfilled through this agreement. The scope, terms of reference and meeting cycle of the LDP Management Group are set out in schedule 6.
- 21.3 The responsibilities of the LDP Management Group will include identifying opportunities for achieving the full integration of community-based health and social care services and for ensuring that these opportunities are developed through the commissioning arrangements outlined elsewhere in this agreement.

Community Integrated Learning Disabilities Team

- 21.4 The Partners have established through the LDP, an integrated management team to take day-to-day responsibility for the management, performance, team development and high-quality outcomes of the Integrated Community Team For People With Learning Disabilities (ICLDT). The scope, terms of reference and meeting cycle of the Integrated Services Management Team are set out in schedule 6 of this agreement.
- 21.5 The ICLDT Management Team remit will include:
- (a) Responsibility for all elements of the management of health and social care professional and support staff identified as team resources in schedule 1
 - (b) Ensuring these responsibilities are delivered on an inter agency and multidisciplinary basis in ways which meet requirements and functions of the Partner Agencies.
 - (c) Ensuring the integration of assessment and care management and care coordination services in ways that enable health and social care staff to access resources or services delegated to the ICLDT or the LDP by the Partner Agencies
 - (d) Providing a decision-making forum for the allocation of resources to enable the commissioning of services to meet individual need, in line with the scheme of delegation agreed by the LDP
 - (e) Developing proposals to be considered by the LDP Management Group, with regard to reconfiguring staff posts and roles, where this is consistent with achieving improved performance and service quality

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Eligibility criteria

- 21.6 The LDP through the ICLDT will implement a fair access to care eligibility criteria, as agreed by the Borough Council for the provision of social care services and will ensure it is consistently applied.
- 21.7 Eligibility criteria may only be changed with the agreement in writing of the Borough Council.
- 21.8 The eligibility criteria for the service is set out in schedule 5

22.0 HUMAN RESOURCES

- 22.1 Local Authority staff and NHS staff, working within the LDP will continue to be employed by their respective employers. Darlington Borough Council will act as the host employer for social care staff. The Tees Esk and Wear Valley NHS Trust will act as the host employer for NHS staff.
- 22.2 The Borough Council and the Trust agree to delegate management accountability for social care and NHS staff to the LDP through the arrangements for integrated service provision set out in this agreement. At the outset of implementation this comprises the management arrangements for the ICLDT and includes the day-to-day management and professional supervision of staff, including ensuring access to professional supervision and accountability.
- 22.3 The LDP, through the ICLDT, will manage social care and NHS staff in accordance with the relevant policies and procedures for each organisation.
- 22.4 In line with the intention of the Partners to create a unified service with a single identity, wherever possible, the LDP will seek to harmonise arrangements, including policies and procedures and support structures for its social care and NHS employed staff.
- 22.5 Partners may agree to consider whether other arrangements such as transfer of staff under TUPE arrangements may be more appropriate to the partnership arrangements in the longer term

Workforce development plan

- 22.6 The LDP will ensure that a workforce development programme, which secures continuing training and professional development for all integrated service staff, is agreed annually.

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23.0 MANAGEMENT, PLANNING AND MONITORING INFORMATION

23.1 Darlington Borough Council will make available adequate resources and expertise to collect and analyse information relevant to the management, planning and monitoring of all services that come within the remit of this agreement and will make any information available promptly on request.

24.0 PERFORMANCE MANAGEMENT

24.1 In order to monitor the effectiveness of the arrangements the Partners agree, to develop and use measures of performance to assess services as set out in schedule 7 of this agreement. The performance measures will demonstrate:

- How far the aims of the agreement are being achieved.
- The extent to which the outputs including timescales and milestones are being met, the extent to which agreed outcomes are being fulfilled, and targets met.
- The financial inputs and outputs
- The extent to which the exercise of health act flexibilities is a reason for improved performance, or a reduction in the performance of the service
- How new arrangements compare with previous arrangements and other approaches to providing the service, including models of good practice and evidence based work present in other localities
- The extent to which the functions delegated by the PCT and the Borough Council to the LDP are being carried out effectively.

24.2 The performance management framework will be drawn from the NHS and social services performance assessment framework

24.3 Key performance indicators agreed by the Borough Council, the PCT and the Trust are set out in schedule 7 with the target to be achieved by the LDP in respect of these key performance indicators. The LDP Governance Group will agree a range of targets as part of their regular programme of performance monitoring.

24.4 The agreed performance indicators will be reported on a monthly basis to Partners.

24.5 Key performance indicators will form part of the commissioning strategy

24.6 Discussion regarding performance will be a standing item on the agenda of the LDP Governance Group, the LDP Management Group the ICLD Management Team and any other integrated management arrangements established to secure effective service integration.

24.7 A formal quarterly report regarding finance and performance will be made by the LDP Governance Group to the Borough Councils Cabinet and the PCT and Trust Boards.

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25.0 EXTERNAL INSPECTION AND MONITORING

- 25.1 The LDP will provide appropriate access and information to any external body empowered by statute to inspect or monitor the Council or the PCT's or trusts discharge of its social services or NHS functions.

26.0 COMMENTS COMPLAINTS AND REPRESENTATIONS

- 26.1 At the commencement of this agreement, NHS complaints procedures will be utilised with regard to complaints about health services, and local authority complaints procedures utilised with regard to complaints with regard to local authority services.
- 26.2 The LDP will ensure that all staff within the service with responsibility for complaints handling are fully conversant with these arrangements and that systems are in place to ensure that advice and support is provided by designated complainants managers within the partner agencies.
- 26.3 Wherever possible, those making a comment, complaint or representation regarding the different elements of LDP service will receive one response on behalf of the LDP.
- 26.4 It is the intention that when legislation permits, the LDP will operate a single unified complaints policy, based upon the separate legislation and guidance as it applies to social care and NHS services.
- 26.5 Reports of comments complainants and representations will be included in the quarterly performance management reports made to the Councils Cabinet and the PCT and Trust Boards

Ombudsman complaints

- 26.7 The Borough Council and the PCT and the Trust will co-operate with any investigation undertaken by the respective Ombudsmen, including providing access to records of any sort and offices as required for the purpose of interview.
- 26.8 Any finding of maladministration by the Ombudsman, which relates to the specific functions of the partnership arrangements and the way in which they have been exercised in a particular case, and requiring any payment be made, or any payment made by way of any settlement, in relation to such a complaint, will be the joint liability of the partners in proportion to their contributions to the pool for the relevant financial year (s)

27.0 PREMISES AND ACCOMMODATION

- 27.1 There will be no transfer of property
- 27.2 A legal framework (lease or licence) will set out the arrangements for right of access and future liability with regard to all premises and property required for the provision of services delivered through this agreement. These arrangements will apply to stand-alone offices and establishments, as well as offices shared with other council and NHS staff.

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- 27.3 There will be an agreed charging mechanism in place that identifies costs associated with each property. If the property is no longer required for the delivery of services for people with learning disability then the accommodation funding in the pooled budget will be available for new accommodation associated with the delivery of this agreement.
- 27.4 There will be an occupier's manual for each property. The manual will set out the procedures to be followed with regard to a effective property management, maintenance responsibilities, cleaning contract, health and safety issues and contact name addresses and contact methods. Properties involved are those providing services identified in schedule 1 of this agreement.
- 27.5 The Partners will take account of the impact of the NHS capital charges regime in the development of future accommodation strategies.

26.0 LEGAL ADVICE

- 26.1 The Borough Council will ensure the continued provision of legal advice to the LDP with regard to social care issues, through the arrangements in place at the commencement of this agreement. Legal advice regarding NHS issues will continue to be provided through the arrangements in place at the commencement of this agreement.

27.0 LIABILITY AND INDEMNITY

- 27.1 Without prejudice to the primary liability of each partner for its respective functions, preserved by section 31 (5) (a) and (b) of the Health Act 1999, the following indemnity provisions will apply.
- 27.2 In this clause, any reference to the Council, its employees, agents or its contractors shall exclude:
- Anyone acting under the direct supervision, instructions, direction or control of the PCT under the terms of this agreement
 - Any PCT staff: or
 - Other employee of the PCT
- 27.3 References in this clause to damages, claims and liabilities shall include the obligation to pay sums recommended by an ombudsman or under any other complaint resolution process
- 27.4 The PCT will indemnify the Borough Council and the Trust from and against any damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the council arising from the exercise by the Council of the PCT functions or the breach by the PCT of any obligation under this agreement.
- 27.5 The Borough Council will indemnify the PCT and the Trust from and against any damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the PCT arising from exercise by the PCT of the council's functions or the breach by the Council of any obligation under this agreement or default of the council, and its agents, contractors or employees.

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- 27.5 The Trust will indemnify the Borough Council and the PCT from and against any damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the PCT arising from exercise by the PCT of the council's functions or the breach by the Council of any obligation under this agreement.
- 27.6 Each partner will indemnify the other from and against any direct loss and expense suffered and reasonable legal fees and costs incurred as a result of any breach of this agreement by any partner, except to the extent that such loss is caused by the breach of contract or the act, neglect or default of the other, and its employees, agents or contractors.
- 27.8 In relation to the diagnosis, care and treatment of a service user or patient of the PCT or the Trust and the PCT's or Trust functions, the provisions of NHS indemnity shall apply in relation to any acts or omissions of the PCT, its employees or agents in consequence of which the service user or patient suffers harm
- 27.9 The Partners shall use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any claim or proceedings which are or may be subject to an indemnity under this agreement and any material developments. The Partners shall cooperate in the defence of any such claim proceedings. The settlement or admission, properly made by any Partners in dealing with the complaint or in connection with any professional or multi disciplinary proceedings shall vitiate its right to be indemnified by the other under this agreement.

Management and control of risk

- 27.10 The LDP will be responsible for the management and control of all health and social care staff working within the LDP's framework for working policies and procedures, and to the management of risk. Any claims against Partners arising in part or in whole prior to the formation of the LDP remain the responsibility of the relevant partner
- 27.11 In respect of liabilities arising under any indemnity in this agreement, the PCT and the Trust shall maintain membership of the liabilities to third-party scheme and the clinical negligence scheme for Trusts or such other scheme as may be operated from time to time it by the National health services litigation authority: and, the Borough Council shall maintain such insurance as it considers appropriate.
- 27.12 The Partners shall cooperate with each other in the bringing of the defence of any claim arising under this agreement, using the insurance protocol, agreed between local authorities and NHS bodies in operating partnership agreements under section 31, as in guidance.
- 27.13 The PCT and the council remain jointly and separately liable for any claims arising from staff managed under this agreement, allowing claimants to bring a claim against either party. However, the Partners will agree where the main liability and claims management lead should lay adopting the following principles in relation to employees, public, professional and product liability claims
- 27.14 Liability for all claims lodged before the first of May 2001 will remain with the organisation then responsible for the delivery of the service to which the claim relates.

FINAL WORKING DRAFT

- 27.15 Liabilities for any claims, not yet reported but pertaining to services prior to the first of May 2001 will be the responsibility of the organisation then responsible for the delivery of the service to which the claim relates
- 27.16 Liability for any claim relating to negligent acts or omissions committed after the first of May 2001 will be shared by the council and the PCT. Before a claim is settled, if there is a joint liability then the level of liability of each partner will be agreed following principles set out in the Civil Liability (contribution) Act 1978. The PCT will take advice from the NHS Litigation Authority in this situation.
- 27.17 The LDP will receive support from the Council's insurance and risk management advice and assistance service. The PCT and the Trust will continue to provide access to their advisers on issues connected to the insurance and management of risks attaching to learning disability services. The PCT and the Trust will make available data in relation to claims received, in respect of those services transferring, for the purposes of any insurance renewal negotiations in which the LDP is involved.
- 27.18 In the event of litigation, the PCT, Trust and Borough Council agreed to provide witnesses and evidence to each other without charge.

27.0 Non clinical risk management

- 27.1 The LDP shall have in place an appropriate system for the identification and management of 'non clinical risk' to the delivery of the PCT, Trust and Borough Council services. This system shall include detailed arrangements for the continuing monitoring and review of procedures.

28.0 CREDITORS, DEBTORS

- 28.1 The Borough Council will remain responsible for all payments to all creditors that were incurred prior to the commencement date of this agreement and will be entitled to continue to receive payments from debtors in respect of debts incurred prior to the commencement date.
- 28.2 From the commencement date, the Borough Council will be responsible for payments to all creditors and will receive all payments from debtors.
- 28.3 The Borough Council will make available those vehicles provided to enable service users to access services, including those not owned by the council, but subject to operating leases,

29.0 CONTRACTS

- 29.1 All budgets for services provided under contract will be transferred to the pooled budget where this is consistent with schedule 1 of this agreement.
- 29.2 Within a scheme of delegation agreed by the LDP, the Assistant Director Adult Social Care and Health will be responsible for drawing up service specifications for services.

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- 29.3 The Assistant Director Adult Social Care and Health will work with the contracts unit of Community Services Adult Care to secure the services that are required, working within the parameters of a Borough wide approach to contracting.
- 29.4 The Contracts Team Of Community Services Adult Care will have lead responsibility on behalf of the LDP for monitoring the delivery of contracts. Responsibility for delivery will rest with the Assistant Director Adult Social Care and Health
- 29.5 The PCT will identify a lead officer for the purpose of contractual matters, who will be liaise with the Assistant Director Adult Social Care and Health

30.0 RECORDS

- 30.1 The Partners will agree arrangements for record keeping and the location and storage of relevant files, including human resources and service user files, required for the fulfilment by the LDP of its responsibilities for the provision of social care and NHS services.
- 30.2 The Partners indemnify each other, against all losses, costs, demands, actions, fines, penalties, awards and liabilities in connection with any claim relating to any data existing prior to the commencement date arising from:-
- 30.3 Any actual or alleged breach by either of the Partners of the Data Protection Act 1998, and any related code of practice
- 30.4 Any actual or alleged breach by either of the Partners of the Humans Rights Act 1998
- 30.5 Any actual or alleged breach by either of the Partners of any duty of obligation (whether in statute, tort, contract or otherwise) to any person in respect of the holding, processing, transfer, use or any other obligation in relation to information or data held or processed by either of the Partners about or in respect of any person.

31.0 INFORMATION COMMUNICATION TECHNOLOGY

- 31.1 Health and social care staff, managed by the LDP will use the Darlington Borough Council ICT systems and receive support in doing so, from appropriate borough council staff

32.0 SHARING AND HANDLING OF INFORMATION

- 32.1 The Partners will follow and ensure that the arrangements in place within the LDP comply with all legislation, regulations and guidance on information sharing produced by central government.
- 32.2 The existing NHS/SSD protocol for protecting and using personal information including arrangements developed to support implementation of the single assessment process, will be used
- 32.3 The LDP will ensure that documentation is available for service users and their families, which explains their rights of access, the relevance of their consent, rules and limits on confidentiality, and how information about them is treated.

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- 32.4 The Partners will ensure that such additional policies, procedures and documentation are produced as shall be necessary in order to meet the purposes, guidance and requirements of government and of all relevant data protection legislation as they apply to the Partners and the arrangements.
- 32.5 The Borough Council will make available to health and social care staff managed by the LDP access to Carefirst (the adult care information system) and its replacement, and the LDP will use its best endeavours to ensure that the system is used properly and kept up-to-date.
- 32.6 The Borough Council will extract from the system the information required to meet the performance management responsibilities and commitments of the Partner Agencies in line with the performance management monitoring arrangements set out elsewhere in this agreement

33.0 FREEDOM OF INFORMATION

- 33.1 The Partners agree to comply with the provisions of the Freedom of information Act in relation to delegations made under this agreement

34.0 EMERGENCY PLANNING

- 34.1 The Partners shall cooperate in the discharge of their responsibilities in respect of emergency planning in relation to the arrangements

35.0 VARIATION

- 35.1 This agreement may be varied at any time by agreement between the Partners

36.0 CHANGES IN LEGISLATION AND GUIDANCE

- 36.1 The Partners may review the operation of the arrangements and or any procedures or requirements of this agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the arrangements so as to ensure that the arrangements comply with such legislation

37.0 DISPUTE RESOLUTION

- 37.1 If a dispute or disagreement arises between the Partners in connection with the agreement, the Partners shall refer the matter in the first instance to the Director of Community Services and the Chief Executives of the PCT and Trust. These persons shall endeavour to settle the dispute between themselves.
- 37.2 In the event that this is not possible there may be reference to The Chief Executives of Darlington Borough Council and of the Strategic Health Authority for resolution of the dispute.
- 37.3 In the event that the Chief Executives are unable to assist with resolving the dispute within 30 working days, then mutually acceptable arbitration arrangements will be set in place.
- 37.4 The arbitration shall be in accordance with the provisions of the arbitration act 1996, or any for the time being in force and the costs of the arbitration shall be borne as the arbitrator directs. Reference to arbitration shall not reduce the right of a partner to terminate the agreement as set out below.

FINAL WORKING DRAFT

- 37.5 In the event agreement cannot be reached on an independent arbitrator, each Partner to this agreement should have the right to appoint an arbitrator.

38.0 DURATION AND REVIEW OF AGREEMENT

- 38.1 Subject to the provisions as determination, this agreement shall begin on the First of April 2007. Amendments or additions can be made in writing with agreement of the Partners. The agreement will be reviewed annually, and there will be a major formal review of the operation of the agreement, and its terms and conditions, at the end of three years, and by the 31st of March 2010.

39.0 TERMINATION OF THE AGREEMENT

- 39.1 Partner Agencies may exit from these arrangements only at the end of a financial year, giving at least nine months notice prior to the year-end to the chief executives of the agencies.
- 39.2 During the notice specified, the LDP will continue to commission and provide the services specified within the agreement.
- 39.3 The Partner Agency withdrawing from the agreement will contribute its full agreed funding up to the end of the financial year and contribute towards any overspend carried forward at the end of the financial year during which it withdrew as if it had been a continuing member of the partnership.
- 39.4 Should there be an underspend carried forward at the end of that financial year, then a portion of that equivalent to the percentage of funding contribute by the withdrawing agency will be returned to the agency within six months of the year end. Partners exiting will have to meet any reasonable costs resulting from the Partners exit.
- 39.5 Should the LDP have any assets or liabilities related to the integrated learning disability service at the date that the agreement is terminated, then each agency will receive either a portion of the net assets of cash equivalent (based on a valuation of assets on the net book value basis). This will be based on a portion of the funding of the LDP when the assets were generated. If liabilities are greater than assets, then the withdrawing agency, where possible will contribute likewise to the difference.

40.0 OTHER

- 40.1 Nothing in this agreement shall create or be deemed to create a legal partnership or the relationship of employer and employee between the Partners.

41.0 NOTICES

- 41.1 Notices of communication in relation to the agreement shall be deemed to be delivered to the relevant Partners if sent by first class post, delivered by hand, sent by e-mail or fax, as agreed with the relevant Partners from time to time

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- 41.2 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this agreement pursuant to the Contracts (rights of third parties) Act 1999.

SIGNATORIES TO THE AGREEMENT

FINAL WORKING DRAFT

SCHEDULE1 SERVICES TO BE PROVIDED THROUGH THIS AGREEMENT

1. Integrated management and provision of health and social care assessment and care management / care coordination services
2. Integrated commissioning, management and provision of health and social care day services and day activities
3. Integrated commissioning, management and provision of health and social care community based services for people with needs which challenge services
4. Integrated commissioning of residential and nursing care beds, but not fully funded continuing health care
5. Commissioning and provision of housing services and related domiciliary care services

Services to be developed through this agreement 2007 - 2008

1. "New Opportunities" Supporting People project
2. Modernised day activities
3. Community focussed locality based assertive outreach and challenging behaviour services

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SCHEDULE 2 REGULATIONS WHICH APPLYING TO AND FUNCTIONS TO BE PERFORMED THROUGH THIS AGREEMENT Statutory Instrument 2000 No. 617

NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 STATUTORY INSTRUMENTS 2000 No. 617 NATIONAL HEALTH SERVICE, ENGLAND LOCAL GOVERNMENT, ENGLAND

NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000

Made 10th March 2000

Laid before Parliament 10th March 2000

Coming into force 1st April 2000

The Secretary of State for Health, in exercise of the powers conferred upon him by section 126(4) of the National Health Service Act 1977[1] and section 31 of the Health Act 1999[2] and all other powers enabling him in that behalf hereby makes the following Regulations:

1. Citation, commencement and extent

1) These Regulations may be cited as the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 and shall come into force on 1st April 2000.

(2) These Regulations extend to England only [3].

2. Interpretation

(1) In these Regulations -

"the Act" means the Health Act 1999;

"the 1977 Act" means the National Health Service Act 1977;

"health improvement plan" means a plan that a Health Authority is required to prepare under section 28 of the Act;

"health-related functions" means the functions of local authorities prescribed under regulation 6;

"local authority" means a body to which regulation 3(2) applies;

"NHS body" means a body to which regulation 3(1) applies;

"NHS contract" has the meaning given in section 4(1) of the National Health Service and Community Care Act 1990[4];

"NHS functions" means the functions of NHS bodies prescribed under regulation 5;

"partners", in relation to partnership arrangements, means one or more NHS bodies and one the local authority; and

"partnership arrangements" means the arrangements prescribed under regulations 7, 8 and 9.

(2) In these Regulations, unless the context otherwise requires, any reference to a numbered regulation is a reference to the regulation bearing that number in these Regulations, and any reference to a numbered paragraph is a reference to a paragraph bearing that number in that regulation.

3. Prescribed NHS bodies and local authorities

(1) The NHS bodies prescribed for the purposes of section 31 of the Act are -

(a) a Health Authority [5];

(b) a Primary Care Trust [6]; and;

(c) an NHS Trust[7].

(2) The local authorities prescribed for the purposes of section 31 of the Act are -

(a) a district council;

(b) a county council;

(c) a county borough council;

(d) a London borough council; and

(e) the Common Council of the City of London.

4. Partnership arrangements between NHS bodies and local authorities

(1) Subject to paragraphs (2) and (3), the partners may enter into any partnership arrangements in relation to the exercise of any -

(a) NHS functions, and

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(b) health-related functions, if the partnership arrangements are likely to lead to an improvement in the way in which those functions are exercised.

(2) The partners may not enter into any partnership arrangements unless they have consulted jointly such persons as appear to them to be affected by such arrangements.

(3) The partners may not enter into any partnership arrangements that do not fulfil the objectives set out in the health improvement plan of the Health Authority in whose area the arrangements are to operate.

5. Functions of NHS bodies

The NHS functions are -

(a) the function of providing, or making arrangements for the provision of, services -

(i) under sections 2 and 3(1) of the 1977 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments[8] and other invasive treatments and emergency ambulance services; and (ii) under section 5(1), (1A), and (1B) of, and Schedule 1 to, the 1977 Act[9]; and (b) the functions under sections 25A to 25H and 117 of the Mental Health Act 1983[10].

6. Health-related functions of local authorities

The health-related functions are –

(a) the functions specified in Schedule 1 to the Local Authorities Social Services Act 1970[11] except for functions under -

(i) sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948[12];

(ii) sections 6 and 7B of the Local Authorities Social Services Act 1970;

(iii) sections 1 and 2 of the Adoption Act 1976[13];

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

(v) the Registered Homes Act 1984[14]; and

(vi) Parts VII to X and section 86 of the Children Act 1989[15];

(b) the functions under sections 5, 7 or 8 of the Disabled Persons (Services, Consultation and Representation) Act 1986[16] except in so far as they assign functions to a local authority in their capacity of a local education authority;

(c) the functions of providing, or securing the provision of recreational facilities under section 19 of the Local Government (Miscellaneous Provisions) Act 1976[17];

(d) the functions of local education authorities under the Education Acts as defined in section 57 of the Education Act 1996[18];

(e) the functions of local housing authorities under Part I of the Housing Grants, Construction and Regeneration Act 1996[19] and under Parts VI and VII of the Housing Act 1996[20];

(f) the functions of local authorities under section 126 of the Housing Grants, Construction and Regeneration Act 1996;

(g) the functions of waste collection or waste disposal under the Environmental Protection Act 1990[21];

(h) the functions of providing environmental health services under sections 180 and 181 of the Local Government Act 1972[22];

(i) the functions of local highway authorities under the Highways Act 1980[23] and section 39 of the Road Traffic Act 1988[24]; and

(j) the functions under section 63 (passenger transport) and section 93 (travel concession schemes) of the Transport Act 1985[25].

7. Pooled fund arrangements

(1) Subject to the following provisions of this regulation, the partners may enter into arrangements for or in connection with the establishment and maintenance of a fund ("pooled fund arrangements") which is made up of contributions by the partners and out of which payments may be made towards expenditure incurred in the exercise of any NHS functions or health-related functions.

(2) A partner which is an NHS trust may not enter into pooled fund arrangements with a partner which is a local authority unless it obtains the consent of each Health Authority with which it has an NHS contract for the provision of services for persons in respect of whom the functions which are the subject of the pooled fund arrangements may be exercised.

(3) Where the partners have decided to enter into pooled fund arrangements the agreement must be in writing and must specify -

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- (a) the agreed aims and outcomes of the pooled fund arrangements;
 - (b) the contributions to be made to the pooled fund by each of the partners and how those contributions may be varied;
 - (c) both the NHS functions and the health-related functions the exercise of which are the subject of the arrangements;
 - (d) the persons in respect of whom and the kinds of services in respect of which the functions referred to sub-paragraph (c) may be exercised;
 - (e) the staff, goods, services or accommodation to be provided by the partners in connection with the arrangements;
 - (f) the duration of the arrangements and provision for the review or variation or termination of the arrangements; and
 - (g) how the pooled fund is to be managed and monitored including which body or authority is to be the host partner in accordance with paragraph (4).
- (4) The partners shall agree that one of them ("the host partner") will be responsible for the accounts and audit of the pooled fund arrangements and the host partner shall appoint an officer of theirs ("the pool manager") to be responsible for -
- (a) managing the pooled fund on their behalf; and
 - (b) submitting to the partners quarterly reports, and an annual return, about the income of, and expenditure from, the pooled fund and other information by which the partners can monitor the effectiveness of the pooled fund arrangements.
- (5) The partners may agree that an officer of either may exercise both the NHS functions and health-related functions which are the subject of the pooled fund arrangements.
- (6) The host partner shall arrange for the audit of the accounts of the pooled fund arrangements and shall require the Audit Commission to make arrangements to certify an annual return of those accounts under section 28(1)(d) of the Audit Commission Act 1998[26].

8. Exercise of functions by NHS body

- 1) Subject to the following provisions of this regulation, the partners may enter into arrangements for the exercise by NHS bodies of health-related functions in conjunction with the exercise by such bodies of their NHS functions.
- (2) Where the partners have decided to enter into arrangements under paragraph (1) the agreement must be in writing and must specify -
- (a) the agreed aims and outcomes of the arrangements;
 - (b) the payments to be made by local authorities to the NHS bodies and how those payments may be varied;
 - (c) the health-related functions and NHS functions the exercise of which are the subject of the arrangements;
 - (d) the persons in respect of whom and the kinds of services in respect of which the functions referred to in sub-paragraph (c) may be exercised;
 - (e) the staff, goods, services or accommodation to be provided by the partners in connection with the arrangements;
 - (f) the duration of the arrangements and provision for the review or variation or termination of the arrangements; and
 - (g) the arrangements in place for monitoring the exercise by the NHS bodies of the functions referred to in sub-paragraph (c).
- (3) The NHS bodies shall report to the local authorities, both quarterly and annually, on the exercise of the health-related functions which are the subject of the arrangements.

9. Exercise of functions by local authorities

- 1) Subject to the following provisions of this regulation, the partners may enter into arrangements for the exercise by local authorities of NHS functions in conjunction with the exercise by such authorities of their health-related functions.
- (2) A partner which is an NHS trust may not enter into arrangements under paragraph (1) unless it obtains the consent of each Health Authority with which the trust has an NHS contract for the provision of services for persons in respect of whom the functions which are the subject of the arrangements may be exercised.
- (3) Where the partners have decided to enter into arrangements under paragraph (1) the agreement must be in writing and must specify -
- (a) the agreed aims and outcomes of the arrangements;

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- (b) the payments to be made by the NHS bodies to the local authorities and how those payments may be varied;
 - (c) the NHS functions and the health-related functions the exercise of which are the subject of the arrangements;
 - (d) the persons in respect of whom and the kinds of services in respect of which the functions referred to in sub-paragraph (c) may be exercised;
 - (e) the staff, goods, services or accommodation to be provided by the partners in connection with the arrangements;
 - (f) the duration of the arrangements and provision for the review or variation or termination of the arrangements; and
 - (g) the arrangements in place for monitoring the exercise by the local authorities of the functions referred to in sub-paragraph (c).
- (4) The local authorities shall report to the NHS bodies, both quarterly and annually, on the exercise of the NHS functions which are the subject of the arrangements.

10 Supplementary

- (1) In connection with any partnership arrangements a partner may agree to provide staff, goods, services or accommodation to another partner.
- (2) Partners may form a joint committee to take responsibility for the management of partnership arrangements including monitoring the arrangements and receiving reports and information on the operation of the arrangements.
- (3) Without prejudice to any complaints procedures under the Hospital Complaints Procedures Act 1985^[27] or under section 7B of the Local Authorities Social Services Act 1970 or otherwise, where partners have formed a joint committee under paragraph (2) in respect of partnership arrangements they may agree that a sub-committee, or a member of the joint committee, may consider complaints about the partnership arrangements if the complaints are made by or on behalf of users of services provided under the partnership arrangements. Signed by authority of the Secretary of State for Health

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations make provision for certain NHS bodies and local authorities to enter into arrangements ("partnership arrangements") for the exercise of specified functions. Regulation 3 prescribes the NHS bodies and local authorities ("the partners") which may enter into the arrangements. Regulation 4 sets out the conditions which must be satisfied before the partners may enter the partnership arrangements. Regulations 5 and 6 prescribe the NHS functions and local authority functions which may be the subject of partnership arrangements. The Regulations also define the nature of the partnership arrangements. They provide for the establishment of a fund made up of contributions from the partners out of which payments may be made towards expenditure incurred in the exercise of their functions; for the exercise by NHS bodies of local authority functions and for the exercise by local authorities of NHS functions; and require the partners to set out the terms of the arrangements in writing (regulations 7, 8 and 9).

Regulation 10 makes supplementary provisions.

Notes:

- [1] 1977 (c. 49); section 126(4) is applied by virtue of section 62(4) of the Health Act 1999 and was amended by the National Health Service and Community Care Act 1990 (c. 19), section 65(2) and the Health Act 1999, Schedule 4, paragraph 37(5).
- [2] 1999 (c. 8); see section 31(8) for the definition of "prescribed".
- [3] The functions of the Secretary of State under section 3(1) are, so far as exercisable in relation to Wales, transferred to the National Assembly for Wales by the National Assembly for Wales (Transfer of Functions) Order 1999 SI 1999/672 as amended by section 66(4) and (5) of the Health Act 1999.
- [4] 1990 (c. 19).
- [5] See section 8 of the National Health Service Act 1977 as amended by section 1(1) of the Health Authorities Act 1995 (c. 17) and paragraph 5 of Schedule 4 to the Health Act 1999.
- [6] See section 16A of the National Health Service Act 1977 inserted by section 2(1) of the

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Health Act 1999.

[7] See section 5 of the National Health Service and Community Care Act 1990 as amended by paragraph 69 of Schedule 1 to the Health Authorities Act 1995 and section 13(1) of the Health Act 1999.

[8] See BS EN 60825-1: 1994 Safety of Laser Products. Class 4 laser products are defined by reference to British Standards which is published by the British Standards Institution ("BSI") and obtained from BSI, Linford Woods, Milton Keynes, MK14 6LT.

[9] Section 5(1) was amended by, and section 5(1A) and (1B) were inserted by, the Health and Medicines Act 1988 (c. 49), section 10(1); Schedule 1 was amended by the Education Act 1981 (c. 60), Schedule 3, paragraph 13, the Education Reform Act 1988 (c. 40), Schedule 12, Part I, paragraph 21, and the Health and Medicines Act 1988, Schedule 2, paragraph 7. [10] 1983 c. 20.

[11] 1970 (c. 42); Schedule 1 was amended (by repeal, substitution, or insertion of entries) by the following: section 78 of, and Schedule 7 to, the Charities Act 1992 (c. 42); section 78 of, and Schedules 2 and 3 to, the Public Health (Control of Disease) Act 1984 (c. 22); the Statute Law (Repeals) Act 1978 (c. 45); the Statute Law (Repeals) Act 1993 (c. 50); section 73(3) of, and Schedule 4 to, the Adoption Act 1976 (c. 36); section 57 of, and Schedule 5 to, the National Health Service Reorganisation Act 1973 (c. 32); section 148 of, and Schedule 4 to, the Mental Health Act 1983 (c. 20); section 108(5) of, and Schedules 13 and 15 to, the Children Act 1989 (c. 41); section 89(2) of, and Schedules 2 and 3 to, the Domestic Proceedings and Magistrates' Courts Act 1978 (c. 22); section 127(1) of, and Schedule 3 to, the Mental Health (Scotland) Act 1984 (c. 36); section 54 of, and Schedules 2 and 3 to, the Matrimonial Causes Act 1973 (c. 18); section 35(2) and (3) of, and Schedules 7 and 8 to, the Supplementary Benefits Act 1976 (c. 71); section 129 of, and Schedule 16 to, the National Health Service Act 1977 (c. 49); section 66(1) of, and Schedule 9 to, the National Health Service and Community Care Act 1990 (c. 19); section 20(1) of, and Schedule 4 to, the Social Security Act 1980 (c. 30); sections 3 and 4 of, and Schedules 1 and 2 to, the Housing (Consequential Provisions) Act 1985 (c. 71); section 57 of, and Schedule 1 to, the Registered Homes Act 1984 (c. 23); section 216(3) of, and Schedule 17 to, the Housing Act 1996 (c. 52); section 582(1) and (2) of, and Schedules 37 and 38 to, the Education Act 1996 (c. 56); section 1(7) of the Carers (Recognition and Services) Act 1995 (c. 12); section 3(1) and (3) of the Community Care (Direct Payments) Act 1996 (c. 30); and section 15(1) of, and Schedule 2 to, the Adoption (Intercountry Aspects) Act 1999 (c. 18).

[12] 1948 (c. 29). [13] 1976 (c. 36). [14] 1984 (c. 23). [15] 1989 (c. 41).

[16] 1986 (c. 33); see Local Authority Social Services (Designation of Functions) Order 1989 (S.I. 1989/222). [17] 1976 (c. 57). [18] 1996 (c. 56).

[19] 1996 (c. 53). [20] 1996 (c. 52). [21] 1990 (c. 43). [22] 1972 (c. 70). [23] 1980 (c. 66). [24] 1988 (c. 52). [25] 1985 (c. 67). [26] 1998 (c. 18). [27] 1985 (c. 42).

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**SCHEDULE 3
CONTRIBUTIONS TO THE POOLED FUND
2007- 2008**

COMMISSIONING PARTNER AGENCY	BUDGET DESCRIPTION			AMOUNT	
				Baseline Budget	Other funding e.g. Section 28a
DARLINGTON BOROUGH COUNCIL	INTEGRATED LEARNING DISABILITIES TEAM				
	Grade of Post	Number of posts			
Operational Commissioning					
Provider Services	Plant and other resources				
	DAY SERVICES				
	Establishment	Grade of Post	Number of posts		
	IN-HOUSE DOMICILIARY CARE				
	Home Care Team	Grade of Post	Number of posts		
	Plant and other resources				
	SUPPORTED LIVING SERVICES				
	Establishment	Grade of Post	Number of posts		
	Plant and other resources				
	INCLUSION SERVICES				
	Establishment/ Scheme	Grade of Post	Number of posts		
	Plant and other resources				

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COMMISSIONING PARTNER AGENCY	BUDGET DESCRIPTION		AMOUNT	
DARLINGTON BOROUGH COUNCIL	EXTERNALLY COMMISSIONED SERVICES	VOLUME / UNITS	BUDGET DESCRIPTI ON E.G. BASELINE, GRANT,	
	Nursing Care Beds			
	Residential Care Beds			
	Domiciliary Care			
	continuing health care			
	Jointly funded packages			
	OTHER EXTERNALLY COMMISSION AND SERVICES E.G. GRANTS TO VOLUNTARY ORGANISATIONS AND			
DARLINGTON BOROUGH COUNCIL'S	SUPPORT SERVICES			
	finance			
	contracting			
	administrative support			
	ICT support			
DARLINGTON PRIMARY CARE TRUST	SERVICES COMMISSIONED FROM THE TEES, ESK & WEAR VALLEYS NHS TRUST			
	INTEGRATED LEARNING DISABILITY TEAM			
	staffing			
	plant and resources			
	other			
	OTHER COMMUNITY-BASED SERVICES			
	SERVICES COMMISSIONED FROM THE LOCAL AUTHORITY			
	Description of service	Budget description e.g.s28a		
	OTHER SERVICES COMMISSIONED FROM THE TEES ESK AND WEAR VALLEY'S NHS TRUST			
	finance			
	administrative support			
	ICT support			

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**SCHEDULE 4
SCHEME OF DELEGATION : POOLED FUND**

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SCHEDULE 5 ACCESS AND ELIGIBILITY CRITERIA

RESIDENCE

1. All people referred to the Learning Disability Partnership who are resident in the Borough of Darlington, or who live elsewhere, but for whom the Council has a continuing responsibility for, are entitled to an assessment to determine whether they meet the access criteria
2. To have further support from the Learning Disability Partnership the person must meet these criteria (as defined below) and must have left, or be about to leave statutory education

ACCESS CRITERIA

3. The following access criteria define who, in general, are entitled to support from the Darlington Learning Disability Partnership. Anyone meeting these criteria is entitled to an assessment and, according to need, to the services provided as part of the Partnerships core activities (see below)
4. Based on the WHO (ICD-10), the key indicators that a person has a learning disability, and is therefore, likely to meet the access criteria are as follows
 - In early childhood there are usually some delays in the development of particular abilities or milestones
 - In later childhood the living, educational and social skills expected for a person of that age may not have been acquired
 - The above are not just as a result of specific learning disabilities (eg dyslexia), or other factors, such as hearing loss or physical disabilities, but are associated with a significant intellectual impairment. An IQ score of approximately 70 or less is generally taken as indicating a significant intellectual impairment
 - Those whose early development indicates they are within the autistic spectrum are included if they meet the criteria above

ACCESS TO HEALTH CARE

5. All people with learning disabilities have the right to a full range of health services provided by the primary and secondary health services of the NHS.
6. The Partnership, through the provision of different health disciplines deployed in the locality will work with those in primary and secondary health services to enable access to the full range of health expertise as well as directly providing specialist health support in specific areas of need(see core activities).

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7. The health expertise available may include that of speech and language therapists, psychiatrists, psychologists, physiotherapists, occupational therapists, dieticians, health care assistants, specialist learning disability nurses and art and music specialists

NEEDS LED ASSESSMENTS

8. The Partnership aims to ensure one route whereby people with learning disability their families and other carers can access the full range of health expertise and social care services available, according to their eligibility and individual need
9. Those meeting the access criteria have a statutory right to a needs-led assessment under the Community Care Act
10. The undertaking of these assessments is the responsibility of the Integrated Community Learning Disabilities Team
11. The assessment is the gateway to other services
12. Assessments will take place prior to key transitions and/or if individual needs have changed or are likely to change

CORE INTEGRATED LEARNING DISABILITIES TEAM ACTIVITIES OF THE LEARNING DISABILITY PARTNERSHIP

13. Provision of advice and support to people with learning disabilities, their families and/or other carers, to ensure that those with learning disabilities have access to :-
 - an adequate level of financial support according to their entitlement
 - meaningful daytime occupation
 - an appropriate level of social care according to need
14. Support for people with learning disabilities, their families and paid carers to ensure that people with learning disabilities receive the full range of primary, secondary and other specialist health services according to need and in line with 'Signposts for Success' and 'Valuing People'
15. Undertaking statutory needs-led assessments for people with learning disabilities and their carers as required by the Community Care Act and Carers Act
16. Ensuring that the range of specialist health and social care needs of people with learning disabilities are met through the commissioning or direct care provision of services. This includes directly providing the expertise and services required to meet the additional needs of people with learning disabilities associated with:

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- Challenging behaviour, mental ill-health, or consequent upon involvement in the criminal justice system to ensure assessment, advice and/or treatment is available as necessary
- Sensory, physical and communication impairments to minimise the associated disabilities in mobility, communication and eating and drinking
- Impairments in living and social skills that may limit a person's ability to achieve an optimum level of independence, to make informed choices and to establish and maintain friendships according to individual choice

FAIR ACCESS TO CARE SERVICES ELIGIBILITY CRITERIA

17. The Partnership eligibility criteria is the Borough Councils Fair Access to Care Services Eligibility Criteria which defines the needs and characteristics of those entitled to receive additional funding and /or other health and social care services directly provided or commissioned by the Partnership
18. The nature and extent of social care services that are provided following a needs-led assessment will be determined by the persons need and his/her eligibility for those services as set out in the Councils Fair Access to Care Services
19. Those people with learning disabilities meeting the access criteria, but who do not meet the Councils eligibility criteria for additional social care services, will receive further advice and support through care coordination services to access services appropriate to their needs
20. The Partnership will operate within the Darlington PCT eligibility criteria for access to Continuing Health Care for those with associated complex health needs

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SCHEDULE 6 GOVERNANCE

DARLINGTON LEARNING DISABILITY PARTNERSHIP BOARD

SCOPE

Responsible for;

1. Leading the implementation of those elements of the Government's Valuing People Strategy which relate to services for adults with learning disabilities and young people in transition from children's to adult services.
2. Ensuring that people with learning disabilities and their carers receive the full benefits of citizenship and participation in the Darlington community in ways enjoyed by all other citizens of Darlington.
3. Enabling People with learning disabilities and carers to make a real contribution to the Board's work.
4. Ensuring all processes associated with managing and delivering the Board's terms of reference and documentation considered by the Board will give first and foremost consideration to
 - (a) Accessibility by all users members of the Board
 - (b) The needs and commitments of Board members who are carers.
5. Operating within the overall framework provided by the Darlington Local Strategic Partnership (LSP). Close links between the Partnership Board and the LSP will ensure a common direction and help to address wider issues, such as access to other local services, for example transport.
6. Leading and promoting holistic services for people with learning disabilities through effective partnership working between all relevant local agencies in the commissioning and delivery of services.
7. Reflecting the cultural diversity of the local community in the Board's membership.
8. Engaging local independent providers and the voluntary sector in the work of the Board and sub groups as appropriate.

REPRESENTATION

9. Membership will reflect key individuals and organisations from the Darlington Community able through their contributions or personal capacity to lead the implementation of the policy objectives of Valuing People.
10. The Local-Authority has a duty through Valuing People to ensure the Partnership Board is established and operating effectively and that the views of service users are at the heart of the Board's activity. In accordance with these requirements the Director of Community Services, Darlington Borough Council, and a Service User will jointly chair the Board.
11. Each member will nominate in writing a single substitute whose substitute membership will last for one year.
12. All board members will operate within the delegated powers as specified by nominating agency or organisation.
13. Core membership of the board will comprise the following:-

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- The Director of Community Services, Darlington Borough Council as co-chair
 - A service User as co-chair
 - Three service user representatives
 - Two carers' representatives
 - An elected member of Darlington Borough Council
 - Three representatives of Darlington Borough Council Community Services Department
 - Three representatives of Darlington Primary Care Trust
 - Three representatives of the Tees Esk and Wear Valley's NHS Trust.
 - Chairs of subgroups
 - Three representatives of the independent sector including the voluntary sector
14. The Board will decide to invite representation from other organisations as judged appropriate.
15. The Valuing People Coordinator will advise and support the Partnership Board in its work.

TERMS OF REFERENCE

16. Darlington Partnership Board will:
- (a) Provide the strategic vision and leadership necessary to ensure the successful and effective implementation of the Governments 'Valuing People' objectives.
 - (b) Provide the leadership for and oversee the inter-agency planning and commissioning of comprehensive, integrated and inclusive services that provide a genuine choice of service options to people in their local community.
 - (c) Agree an annual commissioning plan for the funding and performance of the service, drawn up by the Strategic Commissioning Group including:
 - Fully considering and agreeing plans, developed by the Strategic Commissioning Group,
 - Requiring the development of a comprehensive quality assurance, performance management system covering all elements of the integrated service, which fall within the board's remit. This will include arrangements to meet the performance indicator requirements of partner agencies and the development of standards and additional performance indicators judged by the Board to be relevant to improving quality and performance management.
 - Requiring and receiving quarterly reports from the Strategic Commissioning Group regarding the commitment of funding, the outcomes of services commissioned and the potential for financial pressures or quality issues which the board should be aware of.
 - (e) Consider the recommendations of the Strategic Commissioning Group as to the use of Learning Disability Development Fund monies.
 - (f) Establish and through the Valuing People Coordinator coordinate the work of any standing subgroups the board may consider necessary in order to ensure leadership and implementation of a Valuing People objective.
 - (h) Require standing subgroups to provide an annual report of their activity, an evaluation of the outcome of work and a plan for the following year's activity.
 - (i) Through the Strategic Commissioning Group, ensure that arrangements are in place so that:

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- Commissioning is based on a sound assessment of health and social care need.
 - People are not denied their right to a local service because of a lack of competence or capacity amongst service providers.
 - Transition from children's to adult care and financial arrangements is planned and delivered so as to maximise opportunity and minimise disruption.
 - Effective services are in place to meet the needs of people with co-morbidity.
 - Links are established with primary and secondary health care to enable people with learning disabilities to have their health needs met in a coordinated and appropriate manner.
- (j) Ensure organisational structures and processes are in place for effective, integrated working.
- (k) Agree a Workforce Planning and Training Plan, which includes proposals for any shortfall in staffing and the training resource necessary to ensure social and health care staff working with people with learning disabilities are appropriately skilled, trained and qualified.
- (l) Receive and respond to quarterly performance monitoring and financial reporting from the Strategic Commissioning Group.
- (m) Receive other reports for information, endorsement or decision making from the Strategic Commissioning Group.
- (n) Provide an annual report evaluating progress and activity together with an annual service development plan to the governance systems of partner agencies and the Local Strategic Partnership.

MEETINGS AND DECISIONS

5. The Board shall:
- (a) Be provided with support services, including agenda circulation and minute taking by the partner agency with chairing responsibilities
 - (b) Meet six times a year but shall have the power to change this pattern if considered necessary
 - (c) Make its decisions by recorded consensus.
 - (d) The Board will be quorate when two-thirds of its core membership are present.
 - (e) Forward minutes of its meetings to the governance systems of the partner agencies and the Local Strategic Partnership.

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DARLINGTON LEARNING DISABILITY SERVICE LEARNING DISABILITIES PARTNERSHIP GOVERNANCE GROUP

SCOPE

The Group will:

- Ensure that service users and carers are fully engaged in the work of the LDP governance Group and the LDP.
- Be accountable to the governance systems of the Partner Agencies for the fulfilment and delivery of the functions, accountabilities and duties the Partners have delegated to the Learning Disabilities Partnership
- Lead the LDP in such ways as to ensure that the functions, accountabilities and duties of the Partners achieve at all times the values, principles, aims and intended outcomes of the LDP as set out in the section 31 agreement
- Ensure, through the governance arrangements established to implement, develop and manage the section 31 agreement, that the LDP delivers the undertakings assigned to it as set out in the agreement.
- Act as the point of accountability on behalf of the Partners for the development, implementation and management of the Health Act Flexibilities, namely lead commissioning, pooled budget and integrated service provision.

REPRESENTATION

*Cabinet member DBC

*PCT Non-Executive Director

*Director of Community Services (Chair and officer accountable for the LDP)

*PCT Director

Integration Project Manager, DBC

2 Co-opted service users

2 Co-opted Carers

DBC and PCT Commissioning officers in attendance

Lead partner provider staff on a topic basis

*= Voting Members

TERMS OF REFERENCE

Through leading and directing the LDP Management Group, the LDP Governance Group will:

- 1 Lead the LDP in such ways as to ensure that the Councils, the PCT's and the Trust's statutory duties and functions towards people with learning disability arising under health and social services legislation are fulfilled.
- 2 Ensure through leadership of the LDP that the functions, accountabilities and duties of the Partners are delivered in such ways as to result in high-quality, inclusive, locally based services for all people with learning disabilities and their families.
- 3 Ensure that a three year commissioning strategy, updated on an annual basis, is drawn up in line with the time scales and process required by this agreement
- 4 Require and receive quarterly reports from the LDP Management Group with regard to whether the lead commissioning process of the LDP is achieving the aims and intended outcomes of the agreement
- 5 Require and receive quarterly reports from the LDP Management Group with regard to the management and administration of the pooled fund , in line with the financial reporting and audit requirements of partner agencies.

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- 6 Consider and comment on all audit reports required by the Partners before their submission to the governance systems of partner agencies
- 7 Ensure that the financial processes agreed by the partner agencies with regard to the administration of the pooled fund are fully implemented and are evidenced in quarterly reports
- 8 Act as the point of accountability, with regard to any variations, including overspends and underspends, in the pooled budget, and to report this information to the governance systems of the commissioning partner agencies
- 9 Act as a point of accountability for the LDP Management Group with regard to any decisions that significantly affect the discharge of delegated health and social care functions as defined in this agreement, and to refer such decisions to the governance systems of partner agencies if they fall outside the remit of the section 31 agreement.
- 10 Require and receive quarterly reports from the LDP Management Group, with regard to the effectiveness of integrated services in achieving the aims and intended outcomes of the agreement. These reports will include:
 - 10.1 Analysis of data obtained through the LDP performance management system, as set out in schedule 7 including the proposals for and the outcome of the best value reviews, clinical governance activity and the implementation of practice standards.
 - 10.2 Analysis of spending from the Pooled fund
 - 10.3 Analysis of progress in implementing the commissioning strategy through the agreed lead commissioning arrangements
 - 10.4 Minutes of the meetings of the LDP Management Group
 - 10.5 Minutes of the meetings of the LDP Integrated Services Management Team, including analysis of relevant operational issues, human resources issues and service development issues.
- 11 Provide reports to the governance systems of commissioning and partner agencies as required.

MEETINGS AND DECISIONS

- 12 The Learning Disabilities Governance Group will meet on a bimonthly basis and will plan its cycle of meetings in line with:
- 13 The cycle of meetings of the Darlington Learning Disabilities Partnership Board
- 14 The meeting cycles of the governance arrangements of Partner Agencies
- 15 Audit and financial reporting cycles of the Partner Agencies
- 16 The meetings will only be quorate if all voting members are present.
- 17 Minutes of meetings will be compiled and forwarded to the Darlington Learning Disabilities Partnership Board, the governance systems of partner agencies, the LDP management group and the LDP integrated services management team

FINAL WORKING DRAFT

DARLINGTON LEARNING DISABILITY SERVICE LEARNING DISABILITIES PARTNERSHIP MANAGEMENT GROUP

SCOPE

The LDP Management Group will:

- Ensure that service users and carers are fully engaged in the work of the LDP.
- Be responsible for all aspects of the day-to-day management and implementation of the section 31 agreement in line with the values, principals aims and intended outcomes of the LDP.
- Report to the LDP governance group, with regard to all aspects of this agreement including the management and implementation of the functions, duties and accountabilities the Partner Agencies have delegated to the LDP.
- Act as a the point of integration of the commissioning and provide functions of the Partners
- Manage and oversee the implementation of the three flexibilities, within the context of the functions, duties and accountabilities of the Partner Agencies, in ways which will achieve the commissioning strategy agreed by commissioning Partners together with the values, principals aims and intended outcomes of this agreement
- Act as the reporting point for the Integrated Services Management Team
- Oversee the development and implementation of operational arrangements on the basis of ensuring high-quality multiagency and multidisciplinary management and service provision systems

REPRESENTATION

Assistant Director of Adult Health and Social Care DBC (Co- chair)

Operations Manager, Learning Disabilities,/Mental Health Services DBC

Assistant Director PCT (Co- chair)

Service Manager Contracting; DBC

Finance Manager: DBC

General Manager: TEWV NHS Trust

Team Manager: Integrated Learning Disabilities Community Team

TERMS OF REFERENCE

Taking its direction from, and reporting to the LDP Governance Group, the group will:

- 1 Provide the day-to-day leadership and management of the LDP in such ways as produce at all times, high-quality, value for money, care outcomes for service users and their families
- 2 Develop and implement communication strategies so all stakeholders are aware of and involved in the day-to-day work of the LDP
- 3 Ensure required infrastructure and system changes are planned and implemented, which will allow DBC as the lead agency to fulfil the undertakings agreed with Partner Agencies to be delivered through the LDP, paying particular attention to financial monitoring, performance management arrangements and evidence of improved quality outcomes, for service users and their families.

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- 4 Provide reports on any aspect of the LDP's activity as requested by the Governance Group or appropriate individuals of the partner agencies
- 5 Provide leadership and where necessary day-to-day management of integrated services in ways which present a unified and integrated structure to service users, their carers and staff employed within the service.
- 6 Take day-to-day responsibility for the management and administration of the pooled budget in line with the requirements of the section 31 agreement by ensuring and being responsible for;
 - 6.1 The commitment of all monies from the budget, excepting situations where the approval of the LDP Governance Group and the Partner Agencies is required, as set out in the section 31 agreement
 - 6.2 Managing the pooled budget in such ways as to ensure rigorous adherence to the budget limits and due financial process
 - 6.3 The commitment of monies taking place in line with the agreed scheme of delegation as set out in schedule 4 of this agreement, having due regard to the requirements of financial probity incumbent upon partner agencies
 - 6.4 Providing quarterly reports to the LDP governance group, of monies committed from the pooled budget, together with projections of overspend and understand
 - 6.5 Identifying within the timescale set out in this agreement, budgetary and demographic pressures, which need to be considered by the governance systems of the commissioning partner agencies when planning forthcoming financial allocations.
 - 6.6 Ensuring that planning and financial auditing arrangements meet the timescales of the Partner agencies, taking responsibility where necessary for the provision of financial information and other relevant data to Partner Agencies, through the LDP Governance Group
- 7 Ensure that a commissioning strategy is completed in line with the timescales of this agreement, placing particular emphasis on the need to develop locally based services, which are consistent with the principles, value, aims and intended outcomes of section 31 agreement
- 8 Work in such ways as to ensure implementation of the agreed commissioning strategy gives rise to high quality, needs lead, locally based services achieved through the integration of management, operational and practitioner functions with regard to all community-based services
- 9 Have day-to-day responsibility for the management and implementation of the commissioning strategy, paying particular attention to the need to develop locally based services for service users in transition from children's services, and citizens placed outside the Darlington locality
- 10 Have responsibility for the development, implementation and improvement of the performance management system set out in schedule 7 of this agreement
- 11 Receive monthly reports of the outcomes of the LDP performance management system
- 12 Ensure that the values, principals, aims and intended outcomes of this agreement are embedded in the day-to-day work of the management and provision of integrated services
- 13 Ensure that integrated services are managed in line with the principles and requirements of good practice in relation to high-quality multiagency multidisciplinary working

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- 14 Have responsibility on behalf of the LDP for all staff employed within or seconded to the partnership in line with the HR, clinical governance, functions, duties and responsibilities of the Partner Agencies
- 15 Oversee the process of the integration of management functions, including alignment and where possible integration of HR processes, so that staff employed within the service experience management and support arrangements appropriate to their needs and professions but from a unified structure with a single identity
- 16 Ensure the coordination and implementation of outcomes of clinical governance, best values and practice standards in ways which give rise to an integrated quality assurance process for services provided through the LDP
- 17 Ensure through the management of integrated services the coordination of comments, compliments, complaints and other representations on behalf of the partner agencies in line with the processes set out in this agreement

MEETINGS AND DECISIONS

- 18 The group will meet on a monthly basis and will reach decisions on the basis of consensus.
- 19 Meetings will be recorded with copies of minutes circulated to:
 - The Darlington Learning Disabilities Partnership Board
 - The Learning Disabilities Governance Group
 - The Integrated Services Management Team.

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STRATEGIC COMMISSIONING GROUP

SCOPE

The Group will:

- Report to the Partnership Board as well as to the respective governance arrangements of the partner agencies, providing copies of minutes of meetings and an annual report of group activity together with proposals for action during the coming year.
- Lead the operational planning and commissioning functions of Darlington Borough Council and Darlington Primary Care Trust as they apply to implementing Valuing People objectives.
- Implement a joint commissioning model reflecting the statutory duties, powers and other responsibilities including policy requirements of the partner agencies.
- Seek opportunities to involve service users and carers in its work by ensuring appropriate consultation and involvement in specific projects or activities
- Establish project management arrangements or time-limited topic groups as appropriate

REPRESENTATION

Assistant Director Adult Services , Darlington Community Services Department (Chair)

Assistant Director Darlington Primary Care Trust

Finance Manager/Finance Officer: Darlington Borough Council Community Services Department

Service Manager (Contracting)/Senior Contract Officer: Darlington Borough Council

Commissioning Manager Learning Disability/Mental-Health: Darlington Borough Council/Darlington Primary Care Trust

Community Team Learning Disabilities Team Manager: Darlington Integrated Learning Disabilities Service

Valuing People Coordinator

Administrative Support

NHS provider staff on a 'topic' basis

Each member will nominate, in writing, a single substitute whose substitute membership will last for one year

TERMS OF REFERENCE

Taking its direction from, and reporting to the Executive Sub Group of the Learning Disability Partnership Board, the Strategic Commissioning Group will:

- (a) Implement and further develop the learning disability commissioning strategy to ensure a robust, high quality commissioning function.
- (b) Ensure through the commissioning process that the statutory duties, powers, guidance requirements, policies, procedures and protocols of the partner agencies are delivered in the services commissioned.
- (c) Develop and operate, on behalf of Darlington Borough Council and Darlington Primary Care Trust, commissioning policies and procedures to ensure a consistent and borough wide approach to the commissioning process.

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- (d) Deliver on behalf of the Partnership Board a strategy for commissioning of comprehensive, using methodology agreed by the Partners.
- (e) Identify and develop opportunities for joint working, closer cooperation and integration between all the LD commissioning infrastructure, including finance, ICT, human resources, staff management systems dealing with comments compliments and complaints, staff and systems covering quality assurance, quality control and performance management.
- (f) Agree and implement a methodology for assessing the health and social needs of people with learning disabilities in Darlington, to provide a sound commissioning base.
- (g) Develop proposals for a Section 31 agreement for consideration by the Learning Disability Partnership Board in relation to use of health act flexibilities comprising joint commissioning /lead commissioning and pooled budgets.
- (h) Develop the arrangements necessary for implementing an agreement reached under section 31 of the Health Act 1999 in line with process set out in any future agreement.
- (i) Consider quarterly quality and finance reports of the services commissioned, provided through contracting and finance staff, taking remedial action as necessary to ensure services of the right quality are commissioned within the resources available.
- (j) Ensure through planning and commissioning activity that people are not denied their right to a local service because of lack of competence or capacity amongst service providers.
- (k) Ensure effective links are established with children's services to plan and facilitate the transition from children's to adult care and finance arrangements.
- (l) Ensure effective links are established with mental health and other services in order to commission responsive services for individuals with co-morbidity.
- (m) Ensure effective links are established with primary and secondary health care to enable people with learning disabilities to have their health needs met in a coordinated and appropriate manner.
- (n) Provide, to the Integrated Learning Disabilities Community Team , an advice and decision-making forum, where individual commissioning decisions may impact on available resources.
- (o) Receive and act on quarterly reports from the Casework Commissioning Group in relation to aggregated commissioning data, including unmet need.
- (p) Provide quarterly progress reports to the Executive Sub Group of the Learning Disability Partnership Board including:
 - Commitment of Funding
 - Progress on projects agreed by the Partnership Board
 - Outcomes of commissioned services
 - Matters of risk, which should be brought to the Partnership Boards attention.
- (q) Ensure the commissioning function fully embraces best value and clinical governance responsibilities of the partner agencies.

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MEETINGS AND DECISIONS

The group shall:-

- (a) Be provided with support services including agenda circulation and minute taking by administrative staff of Darlington Community Services Department
- (b) Meet on a monthly basis, but shall have the power to change this pattern if considered necessary
- (c) Make its decisions by recorded consensus
- (d) Be quorate only if Head of Adult Services, Darlington Community Services Department and the Assistant Director Darlington Primary Care Trust are present
- (e) Forward minutes of its meetings to the Learning Disability Partnership Board

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INTEGRATED LEARNING DISABILITIES SERVICES MANAGEMENT TEAM

SCOPE

1. To deliver, on an interagency basis:
 - (a) The management requirements and functions of the partner agencies for the day to day management of integrated community based services,
 - (b) Ensure the integration of front line assessment and care management and care coordination services and service provision in ways consistent with the expectations of Partner Agencies, the aims and intended outcomes of the LDP and the section 31 agreement the Partnership Board and the Strategic Commissioning Group.
 - (c) To lead and ensure holistic management and working between assessment and care management/care coordination services and all service provider staff
 - (d) To provide oversight of the Resource Panel decision-making forum for the allocation of resource to enable the commissioning of services to meet individual assessed need
 - (e) To consider and where possible determine issues which the Resource Panel has been unable to resolve
 - (f) To report to the LDP Management Group.

REPRESENTATION

- The Community Team for Learning Disabilities Team Manager (chair)
- Consultant psychiatrist
- Senior social care practitioner
- Senior nurse practitioner
- Team administration supervisor
- Service provider manager
- Valuing People Coordinator

TERMS OF REFERENCE

2. The Integrated Learning Disabilities Management Team will:-
 - (a) Ensure the statutory duties, powers, guidance requirements, policies, procedures and protocols of the partner agencies are delivered through the Community Team Learning Disabilities, looking for opportunities whenever possible to deliver these processes on a joint or integrated basis.
 - (b) Ensure systems are in place to deliver high quality assessment, care planning and delivery, monitoring and review of care packages for people with learning disabilities and their carers.
 - (c) Ensure systems are in place to enable timely specialist assessment and intervention where this expertise is out with the care managers remit.
 - (d) Ensure 'Valuing People' principles and objectives are put into practice through the teams functioning.

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- (e) Develop a performance management culture that seeks every opportunity to involve staff of the team in the development of quality improvements, new ways of working, peer supervision, audit and improvement of practice.
- (f) Through the Team Manager, manage those elements of Health Act flexibilities and other budgets delegated by the Strategic Commissioning Group with the approval of the Partnership Board.
- (g) Develop and sustain:
 - A close working relationship with Children's Services to effectively manage transition arrangements for young people moving from children's to adult care services.
 - Effective access arrangements to mental health and other services to ensure individuals with co-morbidity receive the help they need in a timely and appropriate manner.
 - Links with primary and secondary health care to enable people with learning disabilities to have their health needs met in an appropriate manner.
- (h) Ensure agreed policies and procedures are followed in respect of commissioning individual packages of care for people with learning disabilities and/or their carer.
- (i) Provide quarterly reports to the Strategic Commissioning Group to inform the wider commissioning function, covering the following areas:
 - Aggregated commissioning information
 - Aggregated reports of unmet need
 - Summary of key issues arising from care management reviews
- (j) Lead the development of evidence-based good practice as it applies to the functions within the group's remit.
- (k) Deliver the requirements of clinical governance and best value subject to the policies, procedures and protocols of the partner agencies.
- (l) Ensure that effective day to day and clinical/professional management and supervision of the Community Learning Disability Team staff is achieved.
- (m) Carry out an annual review of the functioning of the Community Learning Disability Team to ensure its work is underpinned by best practice and integrated working.
- (n) Ensure that all aspects of the assessment and care management function embrace the best value and clinical governance arrangements of the partner agencies.
- (o) Draw up and agree detailed processes and procedures to underpin the Governance arrangements applicable to the Resource Panel.

MEETINGS AND DECISIONS

- 3. The Team shall:
 - (a) Be provided with support services, including agenda setting and minute taking by the teams administration supervisor.

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- (b) Meet on a fortnightly likely basis.
- (c) Make its decisions by consensus.
- (d) Record its funding decisions with minutes considered at each CTLD staff meeting and each meeting of the Strategic Commissioning Group

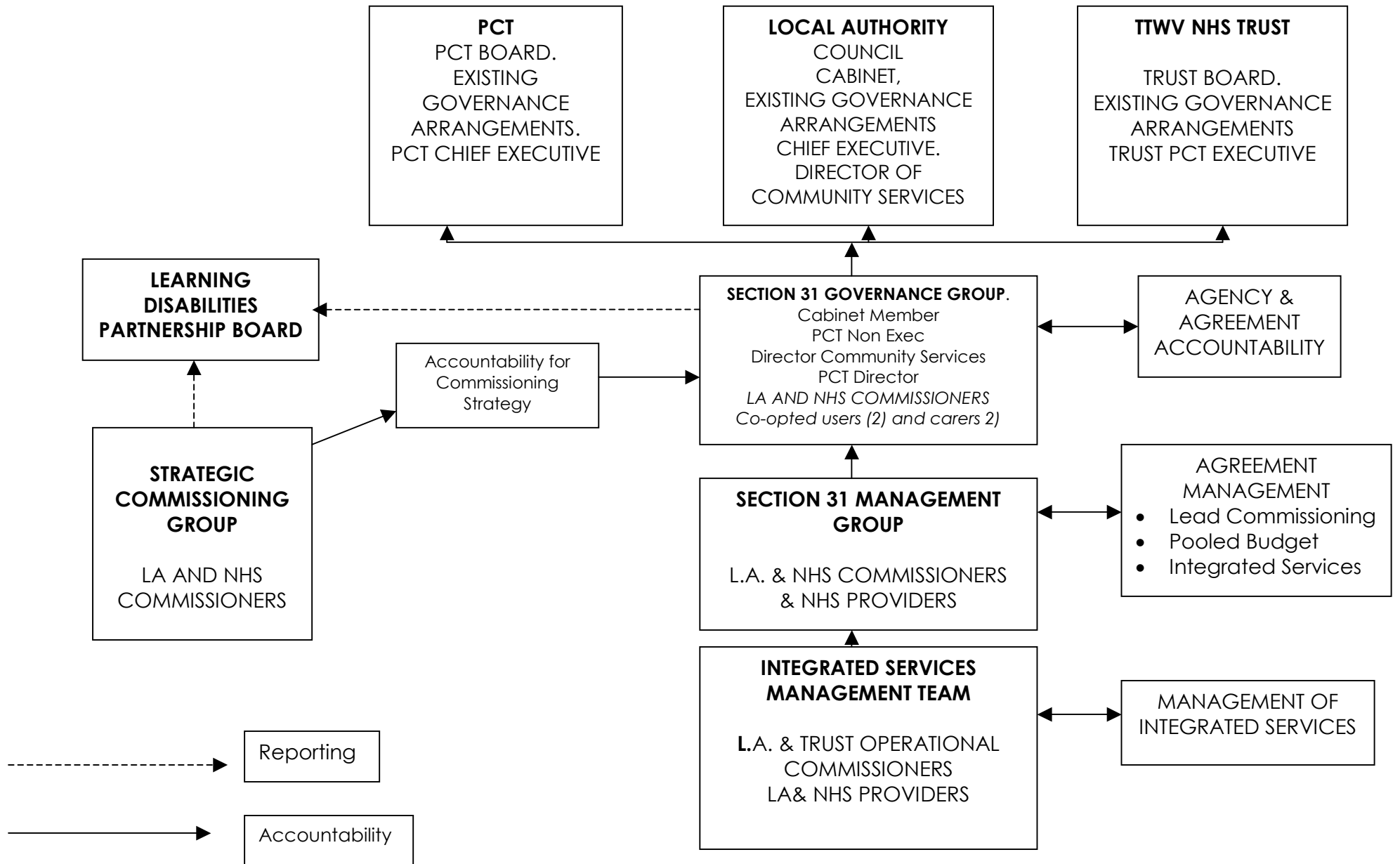
Resource Panel

4. The Integrated Learning Disabilities Management Team will ensure the conduct the weekly Resource Panel functions as follows:-
- (a) Draw up and agree detailed processes and procedures to underpin the Governance arrangements of the Resource Panel.
 - (b) Consider completed assessments, proposed care packages and costings from the Community Learning Disability Team.
 - (c) Ensure the quality of the documentation is such that a decision can be made or seek further information or clarification.
 - (d) Ensure funding decisions are made within the standing financial instructions of Darlington Borough Council.
 - (e) Maintain an accurate record of all funding committed alongside projected expenditure bringing potential overspends or underspends to the attention of the Strategic Commissioning Group through the Team Manager.
 - (f) Provide feedback to the Community Learning Disability Team on the Panels decision/comments in a timely manner.
 - (g) Where individual commissioning decisions are contentious, complex or are likely to exceed the funding limits of the panel, the proposed care package, costings and recommendations of the panel should be forwarded in the first instance to the Community Team for Learning Disabilities Management Team. If resolution at this point fails then the matter will be referred to the Strategic Commissioning Group for their consideration.
 - (h) Minutes of the weekly meetings must be taken to provide a record of decisions taken

Membership

- CTLD Team Manager (or senior practitioner In their absence)
- Senior Social Care Practitioner
- Senior Nurse Practitioner
- Finance officer
- Clerical assistant to provide administrative support
- Care co-ordinators as appropriate
- Other professional staff as appropriate

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SCHEDULE 7 PERFORMANCE MANAGEMENT FRAMEWORK

INDICATOR	DEFINITION	BASELINE 2005/2006		TARGET 2006/2007		TARGET 2008/2009	
		NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE
Achieving independence	Number of adults with learning disabilities helped to live at home AO/C30						
	Of this group: Number of people living with carers.						
	Number of people living in their own accommodation						
Residential/nursing care	Number of adults with learning disabilities aged 18 to 64, admitted to residential/nursing care AO/C73						
Out of Darlington placements	Number of adults aged 18 to 64, placed outside the Darlington locality						
	Of this group: Number of people in residential/nursing care						
	Number of people living in their own accommodation						
Transition care	Number of young people aged 14 to 18, who will require LDP services QPI						

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	Of this group: Number of persons centred /transition plans complete QPI						
INDICATOR	DEFINITION	BASELINE 2005/2006		TARGET 2006/2007		TARGET 2008/2009	
		NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE
Health care	Numbers of GP surgeries with systems in place for identifying people with learning disabilities						
	Action is taken to reduce long-term residence of people with a learning disability in specified NHS health services						
	Health action plans as a subset of person centre plans						
Service users assessment	Assessments of service users, leading to provision of service AO/E50						
	No of service users participating directly in assessments						
	No of assessments involving advocacy						
	Waiting times from referral to assessment AO/D55/BVPI 195						

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	Waiting times from completion of assessment to all services agreed in place AO/D56/BVPI 196						
INDICATOR	DEFINITION	BASELINE 2005/2006		TARGET 2006/2007		TARGET 2008/2009	
		NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE
Carers Assessments	Number of carers receiving a carers assessment AO/62						
Care Planning	Percentage of people receiving a statement of their needs and how they will be met AO/D3						
	Number of people receiving person centred planning						
	Number of contingency plans in place to meet emergency carer need						
	Person Centred plans completed for: I) People leaving NHS campuses II) People living with older carers						
Reviews	Service users receiving a review AO/D40						

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	Numbers of service users participating directly in their review						
	No of reviews involving advocacy						
	No of cares receiving a review of their needs AO/62						
INDICATOR	DEFINITION	BASELINE 2005/2006		TARGET 2006/2007		TARGET 2008/2009	
		NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE
Service costs	Unit cost of home care AO/B17						
	Unit cost of supporting people domiciliary care						
	Intensive home care AO/C28 /BVPI 53						
	Unit costs of residential/nursing care						
Services provided	Direct payments AO/C51 (BVPI 201)						
	Percentage of items of equipment and adaptations delivered within seven working days AO/D54 (BVPI 56)						
	Number of people with learning disabilities supported into employment						

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	No of service users receiving inpatient treatment because of their primary disability						
	No of service users receiving fully funded continuing care						
INDICATOR	DEFINITION	BASELINE 2005/2006		TARGET 2006/2007		TARGET 2008/2009	
		NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE	NUMBER	PERCENTAGE RATE
Ethnicity	Ethnicity of service users receiving assessment						
	Ethnicity of carers receiving a carers assessment						
Practice Learning	Number of people achieving minimum NVQ L2						
	Number of people receiving training in assessment and care management/ care coordination						
	Number of people receiving training in person centred planning						
	Number of people receiving POVA training						