

Dated

2004

The County Council of Durham

and

Sedgefield Borough Council

and

Sedgefield Primary Care Trust

AGREEMENT

Relating to the Sedgefield Adult Community Care
Partnership

*Director of Corporate Services
County Hall
Durham*

AGREE/HMJ23
re-draft 30/03/04

"the Partnership Members"	the parties to this Agreement which shall include the successors of the Partnership Members together with any additional member or members who may be admitted to the Partnership and shall include in both cases their successors
"the Partnership Representative"	the person representing the Partnership Member
"the Partnership Vision"	to implement integrated working between the Partnership Members for the prevention of illness, and provision of care and promotion of health to the Users and Carers
"the Partnership Steering Group"	the team of officers responsible to the Partnership Committee for the delivery of the Users Services
"Members' Forum"	a forum consisting of one representative from each Partnership Member with the responsibility for adult care services within the Partnership Member's Council or Trust
"a Special Resolution"	a resolution to increase expenditure beyond the limits set out in this Agreement
"Schedule 1"	schedule 1 attached to this Agreement
"Schedule 2"	schedule 2 attached to this Agreement
"Users and Carers"	the users and patients over the age of 18 years of the Users' Services and their carers within the Sedgefield locality
"Users' Services"	majority of community services provided to the

Users and Carers including:
mental health services to the Users;
services to support Users with physical disabilities
and sensory impairments and their Carers; and
housing and accommodation services to the Users
and Carers

but for the avoidance of doubt the following services
are not included;
services provided to children in the Sedgefield
locality;
mental health services for adults up to the age of 65
years; and
learning disability services

"Users' Services'
Outcomes" As shown in the performance framework agreed by
the partnership

"Work Programme" the programme of work approved by the Partnership

- (2) Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted
- (3) Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa
- (4) The clause and paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation

RECITALS

- A. The Partnership Members wish to establish a partnership with the aims powers functions objectives and duties hereinafter referred to in order to promote the Partnership Vision and commit themselves to promoting the Partnership Vision and to achieving the Objectives set out herein

- B. The Partnership Members in accordance with their statutory requirements under the Health Act 1999 have joined together to form the Partnership for the purposes set out in this Agreement

IT IS HEREBY AGREED as follows:

1. Purposes and Objectives of the Partnership

- 1.1 The aims of the Partnership are to:
- 1.1.1 improve the health and social wellbeing of vulnerable adults within the Sedgefield locality area;
 - 1.1.2 ensure that all users and carers receive the most effective and efficient care services that can be provided for them and;
 - 1.1.3 ensure that high quality, cost effective adult care services can be jointly planned, commissioned and delivered for the benefit of those Users and Carers who acquire them
- 1.2 The Partnership shall be responsible for enabling improved access and utilisation of accommodation and related support services available to its Users
- 1.3 The Partnership shall act in accordance with the Business Plan

2. Establishment of the Partnership

- 2.1 The Partnership shall be known as the Sedgefield Adult Community Care Partnership
- 2.2 The Partnership Members declare that the Partnership shall take the form of the contractual relationship and mutual commitments created by this Agreement and from the date hereof shall be constituted accordingly

3. Partnership Charter

- 3.1 the Partnership Members are committed to working together in an open, honest and fair manner with the objective of maximising the effectiveness, quality and safety of the services offered to the Users
- 3.2 the Authorities and the Trust shall use the Partnership as one element of their overall strategy for improving services to Users
- 3.3 the Authorities and the Trust are committed to develop a long term relationship which will build aligned objectives and encompass the benefits of partnering best practice for all its Users
- 3.4 the Partnership will ensure the representatives of the Users are consulted and involved in the design and evaluation of the Services

4. The Partnership Board

- 4.1 The Partnership Board shall have the direction and supervision of the Partnership
- 4.2 The Partnership Board shall consist of:
 - 4.2.1 the Divisional Commissioning Manager of South Durham's Health & Social Care Department ("the DCM")
 - 4.2.2 the Chief Executive of the Trust ("the CE of the Trust")
 - 4.2.3 the Director of Neighbourhood Services for Sedgefield ("the Director of Neighbourhood Services")
 - 4.2.4 an elected member from Sedgefield Borough Council
 - 4.2.6 an elected member from Durham County Council (optional)

4.2.7 a non-executive member of the PCT

4.2.8 a User/Carer

4.3 Each Partnership Member shall appoint a deputy representative to attend Partnership Board meetings if its Partnership Representative is unable to attend for any reason

5 Objectives and Functions of the Partnership Board

5.1 The objectives of the Partnership Board are

5.1.1 to identify and solve problems;

5.1.2 to communicate effectively with the Users and each other

5.1.3 to use the appropriate skills to carry out the Business Plan

5.1.4 to act by consensus;

5.1.5 to reach agreement and make decisions in a timely manner

5.1.6 to avoid insofar as possible deadlock over necessary decisions

5.1.7 to act in accordance with the Business Plan

5.1.8 to ensure the financial viability of the undertaking

5.1.9 to determine the Work Programme

5.1.10 to monitor performance by means of a report sent to the Authorities and Trust for scrutiny.

- 5.1.11 to review regularly and to scrutinise regularly the decisions and actions taken by the Partnership Steering Group
- 5.1.12 develop and change the operational processes and procedures of the Partnership on behalf of the Partnership Members
- 5.1.13 develop and implement integrated systems to improve the Services within the statutory and legal obligations of the Partnership Members
- 5.2 If the Partnership Board is unable to achieve a consensus on any matter then the matter shall be referred to a meeting of the respective leaders and heads of paid services of the parties (or their nominees) for decision
- 5.3 The Partnership Committee shall appoint the Secretary to the Partnership and the Treasurer to the Partnership. The Secretary and the Treasurer shall have respectively the functions powers and duties set out herein and as set out in Appendix 3
- 5.4 The Partnership shall not employ any employees
- 5.5 The Partnership shall not have the power to borrow

6. Proceedings of the Partnership Board

- 6.1 The Partnership Board shall meet on reasonable notice and not less than quarterly unless exceptional circumstances apply
- 6.2 In order to be quorate the DCM from Durham County Council, the CE of the Primary Care Trust and the Director of Neighbourhood Services for Sedgefield Borough Council, (or their nominated Officer deputies) must attend the meeting
- 6.3 The Partnership Board shall each year elect a Chairman

6.4 Except in extraordinary circumstances no meeting shall be convened without the presence of the Chairman

6.5 Each meeting shall be minuted and the minutes approved at the next meeting.

A copy of the minutes shall be sent to each Partnership Member

7. Partnership Board's Functions

The functions of the Partnership Board are to:

7.1 Set a strategy and direction for adult care services in the Sedgefield locality on behalf of the Authorities and the Trust

7.2 Commission care and enable improved access and utilisation of accommodation and related support services for Users in accordance with the Business Plan

7.3 a) Facilitating access to housing and support services.

b) Influencing property adaptation and assistive technology budgets via the Partnership commissioning role.

7.4 Seek additional funding from outside sources

7.5 Manage any of the Partnership Members who may be seconded from the Authorities or the Trust or who are assisting the Partnership

8. Secretary

The Partnership Members shall appoint a secretary to the Partnership and all costs relating to this appointment shall be borne equally by the Partnership Members.

9. Financial Information

- 9.1 Sedgefield PCT on behalf of the Partnership shall keep proper accounting records of all income received by the Partnership and any expenditure of this income and any costs incurred by Sedgefield PCT in the keeping of these records shall be borne equally by the Partnership Members .
- 9.2 Any procurement of goods and services shall be carried out using standing orders and financial regulations as determined by the Joint Working Protocols
- 9.3 The Partnership's financial information records shall be open to inspection by a duly authorised officer of any of the Partnership Members
- 9.4 The financial year of the Partnership shall end on 31 March in each year and an annual financial summary sheet and business plan performance summary sheet shall be prepared by the Director of Integration who shall distribute them amongst Partnership Members for their approval within 2 months of the financial year to which they relate

10. Termination

- 10.1 A Partnership Member may withdraw from the Partnership by giving six months' written notice to the Partnership
- 10.2 Notwithstanding the withdrawal of any Partnership Member the Partnership shall continue to subsist for the purposes of this Agreement
- 10.3 If the Partnership Board determines that a Partnership Member is not performing in accordance with the aims and objectives of this Agreement the Partnership Board shall convene to review the commitment and the performance of the Partnership Member and agree a strategy to remedy situation

11. Dissolution

The Partnership may be dissolved by agreement whereupon following the settlement of all liabilities the whole or any part of the assets of the Partnership shall be divided amongst the Partnership Members at that date

12. General

12.1 Except insofar as the Partnership Members are expressly or by necessary implication constrained by the provisions of this Agreement, nothing herein contained or implied shall prejudice or affect the Partnership Members' rights and powers duties and obligations in the exercise any of their functions

12.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Partnership Members or any of them and none of the Partnership Members shall have the authority or power (nor represent themselves as having such authority or power) to contract in the name of or to undertake any liability or obligations on behalf of or to pledge the credit of any the Partnership Members

12.3 No Partnership Member shall assign or transfer or purport to assign or transfer to any other person any of its rights or its obligations under this Agreement

12.4 Any notice required or permitted to be given by a Partnership Member to the other Partnership Members under this Agreement shall be in writing

13 Scrutiny

The Authorities and the Trust will review regularly and scrutinise regularly decisions and actions taken by the Partnership

14 Performance Management

14.1 The Partnership will monitor its performance by a performance management process agreed by the Partnership Members, which will recognise the statutory obligations of each of the Partnership Members

14.2 The performance measures will demonstrate:

14.2.1 how the aims and objectives of the Partnership are being achieved

14.2.2 the joint accountability for delivery of the Services and compliance with statutory requirements

14.2.3 the extent to which the agreed outcomes and targets are being achieved

14.2.4 the extent to which the Business Plan objectives are being met

14.2.5 assess the impact of partnering in achieving the Users' Services' Outcomes

14.3 Where performance issues impact upon the statutory obligations or business plans of any Partnership Member due to partnership working then a special board meeting shall be convened in order to agree a joint action plan in order to resolve any performance matters

15 Clinical Governance/Quality Assurance

Each Partnership Member shall be responsible for clinical governance and quality assurance within their own organisation

16 Interest of Partnership Members in contracts and other matters

- 16.1 Every Partnership Member and substitute Partnership Member of the Partnership Board shall at all times comply with the principles specified by the Secretary of State under Section 49 of the Local Government Act 2000 which are to govern their conduct
- 16.2 Any Partnership Member and substitute Partnership Member of the Partnership Committee who has an interest as defined in the Members Code of Conduct of his or her Council or Trust shall comply with requirements of that Code as regard the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.
- 16.3 The Partnership Board shall keep a record of particulars of any disclosures by Partnership Members, which shall be available for inspection.

17 Users' Forum

- 17.1 There shall be a Users' Forum, membership of which shall be determined by the Partnership Board but which shall include Users
- 17.2 The role of the Users' Forum shall be to represent the users, carers and patients of the Partnership on Partnership matters and elect a member to the Partnership Board

AS WITNESS the hands of the duly authorised representatives on behalf of the Partnership

SIGNED by)
on behalf of **DURHAM COUNTY**)
COUNCIL in the presence of:)

SIGNED by)
on behalf of **SEDFIELD**)
BOROUGH COUNCIL in the)
presence of:)

SIGNED on behalf of **SEDFIELD**)
PRIMARY CARE TRUST in the)
presence of:-)

Schedule 1

Sedgefield Adult Community Care Partnership

Partnership Business Plan — 2004/5

March 2004

Approved by Sedgefield PCT

Approved by Sedgefield Borough Council

Approved by DCC Social Care & Health

Introduction

Since it is a voluntary partnership that is the basis of the integration of adult services in the Sedgefield locality, the accountabilities, responsibilities and authorities of the 'parent' organisations; the PCT Board, the County Council officers / members and the Borough Council officers / members remain unaltered in terms of their legal, statutory and public accountabilities and responsibilities.

The partnership purpose being to create a joint forum where improvements to user and carer services can be made in both their effectiveness and efficiency by taking an integrated approach.

What the partners, in this drive to improve services by integrated working, are committing to is a willingness of each agency to delegate responsibility and authority for the design development and operation management of adult community care services to a local 'Partnership board'.

It is important to note that this delegation of 'responsibility and authority' by the parent agencies is **not** giving control to the partnership board but rather establishing a more effective management system for adult community care services.

THE PARTNERSHIP BOARD VIA ITS FULL TIME OFFICERS IS ACCOUNTABLE TO THE PARENT ORGANISATIONS FOR THE DESIGN AND DELIVERY OF EFFECTIVE ADULT COMMUNITY CARE SERVICES AND ENSURING THE GOALS AND OBLIGATIONS OF THEIR EMPLOYING AGENCIES ARE DELIVERED, AND POLICIES COMPLIED WITH.

The protocols / arrangements to describe how this partnership board is to operate are being finalised and converted into a single document. This document will form the 'constitution' of the integrated adult community care services.

In terms of delegating authority, the parent agencies will each year agree the partnership priorities, plans and supporting resources including staff and finances.

The following document describes the overarching business / service delivery plan that has been developed by Sedgefield PCT, Sedgefield Borough Council, and Durham County Council who are the major partners in the Sedgefield adult community care partnership.

The purpose of this document is to outline the resources each agency is committing to this partnership, the targets that must be delivered and the agreed joint development opportunities the partners will pursue together over the next 12 months.

N.B. this initial business plan recognises the ambiguity of this integrated working 'start up' phase. I.e. a core plan will still operate which will ensure the statutory obligations of each partner will be met whilst the development of integrated services is implemented in the Sedgefield locality

1.0 Aims

1.1 Partnership aims and objectives

- ★ Improve the health and social well-being of vulnerable adults within the Sedgefield locality area;
- ★ Reducing inequalities in services / care provision
- ★ Ensure that all users and carers receive the most effective and efficient care services that can be provided for them within the resources of the partnership. (This service provision must recognise social care and health's 'duty of care' i.e. having assessed and identified needs provide a service to meet those needs)
- ★ Ensure that high quality, cost effective and safe adult care services can be jointly planned, commissioned and delivered to the benefit of those Users and Carers who acquire them
- ★ The Partnership shall be responsible for the inclusion of users and carers in the development and provision of services.
- ★ The Partnership shall act in accordance with the Business Plan

2.0 Partnership Charter

In terms of building relationships between the partners the following 'charter' was agreed:

- The Partnership Members are committed to working together in an open, honest and fair manner with the objective of maximising the effectiveness, quality and safety of the services offered to the Users and carers
- The Authorities and the Trust shall use the Partnership as one element of their overall strategy for improving services to Users and carers
- The Authorities and the Trust are committed to develop a long term relationship which will build aligned objectives and encompass the benefits of partnering best practice for all its Users
- The Partnership will ensure the representatives of the Users and carers are consulted and involved in the design and evaluation of the Services

3.0 Partnership management structure

The parent organisations have delegated authority and responsibility to a Partnership Board to deliver their statutory and operational targets for adult community care in the Sedgefield locality. This Partnership Board shall have the direction and supervision of the Partnership

3.1 The Partnership Board membership

- The Divisional Commissioning Manager SSD
- The Chief Executive of the Trust
- Sedgefield Borough Council's Director of Neighbourhood Services

Other permanent members

- ★ Director of Integration and Service Modernisation
- ★ An elected member from Sedgefield Borough council
- ★ An elected member from Durham County Council (optional)
- ★ A non-executive member of the PCT
- ★ At least 1 User / carer

4.0 Organisational accountability, responsibility & authority

Once this business plan is agreed, the partnership board will be required to deliver the plans without further authorisation from the parent organisation. N.B. any change from agreed plans, resource needs or agreed boundaries will require further authorisation from each parent organisation. Accountability being managed by agreed scrutiny, performance management processes and regular reporting via the full time officers, acting as the agent of each organisation within this partnership arrangement.

5.0 Performance management - the partnership targets

The partnership board has a balance of key tasks to perform: -

- ★ Learning from the past
- ★ Managing in the present
- ★ Preparing for the future

The hard targets that show how well the partnership is delivering on these tasks are there for a crucial monitoring and measurement framework. In order to deliver this balanced monitoring framework, (balanced in terms of govt targets, financial indicators, customer and staff satisfaction performance), the partnership has developed the performance-monitoring framework.

6.0 The Partnership Development plan

Whilst the partnership must continue to deliver the key targets described in the previous section, i.e. the fundamentals of an efficient care service, in order to meet the rapidly rising demand for services an effective development plan must also exist. With this in mind the partnership board has agreed a 12-month plan of development that will focus primarily on the development of integrated services within the locality.

The partners have agreed that significant start up investment in the key service development and infrastructure is needed to realise the benefits of

integration. Key result areas and critical activities in this plan are the prioritised 'breakthrough' areas where future the flexibility and enhanced performance identified by users and carers will be made possible.

Appendix 1 describes the partnership development plan.

7.0 The resources available within the partnership

The following describes the human, financial and other resources that are to be contributed by each agency in 2004/2005 to deliver the partnership targets and development plan. Whilst the resource contribution is shown at a locality level, work is on going to break theses budgets to geographic team level where appropriate. (N.B. the support system and service costs are not included in this budget as these services are still being developed). Risk assessment will be undertaken on all key workstream and development activities. The core service risk being part of the parent agency planning processes.

PCT

<u>Resources</u>	<u>Number / amount</u>	<u>Comment</u>
Staff	Numbers 17 Budget £329,000	
Financial	Revenue £ 52,000 Capital Non recurring revenue	
Care provision	Budget	
Grants		
Assets		
Other		

