

**Summary of the Partnership Arrangements relating to an
Integrated Disabled Children's Service for Derby**

1. The parties to the Agreement are the Council and Central Derby Primary Care Trust, ("the Trust")
2. The purpose of the Agreement is to:
 - maintain and improve services by establishing a short break residential centre and community facility on the site of the former Armstrong family centre in Derby
 - ensure that services for disabled children and their carers are planned and provided in an integrated manner
 - provide a single point of access to services
 - delegate responsibility for leading the integrated service to the Council
 - register the partnership arrangement pursuant to Section 31 of the Health & Social Care Act 2001 by the Secretary of State for Health
 - fulfil the objectives set out in the Local Development Plan of the Trent Strategic Health Authority
- 3.1 The services will be based in a resource centre to be built by the Southern Derbyshire Lift Co and the parties will be joint tenants of the premises under a Lease Plus Agreement (see appendix) and will have joint and several liability for the Lease Plus Payments.
- 3.2 The resource centre is the base of, and will provide a single integrated service for children with disabilities and their families including:
 - 3.2.1 a two "wing" unit of accommodation fully equipped and accessible to meet impairment needs, with facilities for up to a maximum of ten young people per night
 - 3.2.2 a range of day care facilities
 - 3.2.2 play leisure and therapy facilities,
 - 3.2.3 an office base for health and social services community staff including access to networked Information Technology systems

Duration

4. The Agreement will run for 22 years with an option to extend it for 5 years if the Lease Plus Agreement is extended for that period.

Governance

5. The Agreement deals with the matters required to allow the arrangements to be registered by the Department of Health as a Health Act Partnership. This includes arrangements for the parties to establish and maintain a Partnership Board for the Service, which consists of the members of the existing Integrated Disabled Children's Board. The Executive Chair of the Partnership

Board will be the Trusts Director of Planning.

The Council's Assistant Director of Social Services will be a member of the Board and will report in to the Council through the usual constitutional arrangements. Reports will also be provided to the Health Partnership Board in line with other Council Partnership arrangements with Health.

6. The functions of the Board include acting as a forum to enable the partners to:
 - maintain an overview of the service
 - give advice and strategic direction to the Parties as to how services should develop for the greatest benefit of local disabled children and their families
 - achieve continuous improvements in the quality of service provision through closer working arrangements.
7. The Joint Operational Manager for the Service will be the Head of the Integrated Disabled Children's Service in the Social Services Department, who will be responsible for the day-to-day management of the services having line management responsibility for both SSD staff and Health Community teams. That role will include managing the budget for integrated services, performance management, contract monitoring, quality assurance and development of the service.
8. The Joint Operational Manager will be employed by the Council but will be responsible on a day-to-day basis to the Partnership Board for the Service.
9. Decisions of the Partnership Board will be taken by majority vote. In the event of a deadlock, no one has a casting vote. Decisions of the Partnership Board that affect a Participant, will only bind that Participant where the Participants representative has had an opportunity to raise concerns about them to the Partnership Board, or to the Dispute Resolution Board if the partnership Board has not resolved matters.

Pooled Budget Arrangements

10. By 31 March 2005 the Parties will establish a pooled fund. The Pooled Fund Costs will as a minimum comprise:
 - 10.1 The Council's annual contribution to the cost of the Lease Plus Payment and
 - 10.2 The Council's budget for the provision of residential care beds and community services or any service which replaces the same on an equivalent basis in the Integrated Service; and
 - 10.3 The Trust's annual contribution to the cost of the Lease Plus Payment
 - 10.4 The Trust's annual budget for the provision of specialist NHS beds and community services or any service that replaces the same on an equivalent basis in the Integrated Service;NB 'community services' are defined in the full partnership agreement and refer to the budgets that relate to the staff based at the centre
- 11 The Council will be the host authority for the pooled budget arrangements pursuant to Section 31 of the Health Act 1999.

12. The Parties will appoint the Council's Director of Finance to act as the pool manager ("the Pool Manager") for the purposes of Regulation 7(4) of the Local Authority Partnership Regulations ("the Regulations")
13. The Pool Manager in conjunction with the Joint Operational Manager will:
 - 13.1 manage the Pooled Fund on behalf of the Parties in accordance with the Regulations;
 - 13.2 submit, quarterly reports to each of the Parties, and the Partnership Board;
 - 13.3 submit, an annual return for each party specifying the income and expenditure of the Pooled Fund, the manner in which the Pooled Fund has achieved the Aims and Outcomes, and any variations in-year which are material;
 - 13.4 procure the audit of the Pooled Fund by the auditors appointed by the Council; and
 - 13.5 require the Councils external auditors to make arrangements for the certification by way of annual return under section 28(1)(d) of the Audit Commission Act 1998 which certificate
14. The budget management responsibilities of the Pooled Fund will be set out in accordance with a protocol to be agreed (which shall incorporate the Council's Scheme of Delegation). There are two key aspects to these responsibilities:
 - 14.1 to manage resources within budget each Year; and
 - 14.2 to have regard to the impact of actions/decisions on trends in expenditure in terms of commitments on budget for future financial years and the resultant impact this may have on commissioners for additional funding. And to inform the Partnership Board of any trend in expenditure which is likely to require an increase in the respective contributions of the Parties

The Trust also consents to the Council applying on their behalf for any specific grant funding available for this service.

Staff

15. At the outset of the Partnership Agreement each of the Parties shall remain as Employer of the Staff it then employs.
16. If necessary, the Parties will move towards integration of the Staff by transferring staff between the Parties whether by TUPE or by seconding Staff to another of the Parties
Matters of operational management clinical governance and professional management will be dealt within a secondment agreement

Risk, Insurance and Indemnities

17. For insurance purposes each Party agrees to adopt the national protocol agreed between local authorities and NHS bodies where they are operating partnership arrangements. The aims of this are to clarify lines of responsibility and put in place a claims handling process. It will operate on the basis that where the action giving rise to a claim was primarily the responsibility of one or

more employees of the Trust then responsibility for managing and settling the claim will be the NHS Litigation Authority on behalf of the Trust. Where the action giving rise to a claim was primarily the responsibility of one or more employees of the Council then responsibility for managing and settling the claim will be that of the Council's insurer. Where the action primarily involved secondees to the Council acting under the direction and control of one of the jointly appointed management team initial claims handling will be carried out by the Council's insurers and liability will apportioned on a 50- 50 basis.

Where a secondee acts independently of any control or direction from a manager then liability will normally rest with their employer.

In more complicated cases where more than one staff member is implicated in the actions giving rise to the claims apportionment of liability will be agreed between the parties following the process set out in the protocol.

18. Each Party fully and effectually indemnifies the other with respect to all claims, costs and demands that arise from the performance of their responsibilities under Agreement.
19. Each Party is fully responsible for the terms and conditions of employment of their own employees and will indemnify the other Party with respect to any claim related to an alleged infringement of employment rights by their employee.

Complaints

20. In accordance with the implementation plan the Parties will develop an agreed joint complaints procedure in connection with the Service but recognise the right of Service Users to request and engage in a complaints process that is discrete to each Party

Data Sharing

21. In accordance with the implementation plan the Parties will develop a joint data sharing protocol relating to past present and future clients; access to data; the processing of data; and the management and retention of records.