



DERBY CITY COUNCIL

**COUNCIL CABINET**  
**13 JANUARY 2004**

Report of the Director of Social Services

## **Derby Integrated Community Equipment Service**

### **RECOMMENDATION**

- 1.1 To enter into partnership arrangements with the Central Derby Primary Care Trust and the Greater Derby Primary Care Trust (“the Trusts”) on the terms set out in the report to provide an integrated community equipment service for the people of Derby on 1 April 2004.
- 1.2 Subject to successful conclusion of the partnership arrangements, to approve the award of contract for the provision of Home Nursing Equipment, Aids for Daily Living, Specialist Technical Aids for the Visually Impaired and Specialist Technical Aids for Sensory Impairments to the successful tenderer under the tender process.

### **REASON FOR RECOMMENDATIONS**

- 2.1 The milestone to achieve an integrated community equipment service is 1 April 2004 which can be met if approval is given to awarding the contract to the successful tenderer following interviews in February 2004.

### **SUPPORTING INFORMATION**

- 3.1 Over many years disabled and older people and their organisations have criticised the supply of equipment for home nursing and equipment for daily living. Arrangements for access, assessment and supply are felt to be confusing and unhelpful.
- 3.2 The Audit Commission published a report 'Fully Equipped' in 2000 which drew attention to some short comings which included:
  - Lack of accessible user information and facilities for self-assessment
  - Duplication of assessment
  - Lack of choice of up to date equipment
- 3.3 The National Service Framework for Older People proposed a series of milestones to achieve full implementation of integrated community equipment services by April 2004, preferably supported by a pooled budget. This is a requirement on all social care and health communities set by the Department of Health.

- 3.4 Locally a project team of representatives from Social Services, Greater Derby and Central PCTs, Southern Derbyshire Acute Trust, Derbyshire Mental Health Trust, Housing Services and Service User Organisations have been developing the plans for an integrated service.
- 3.5 The project team is overseen by a Shadow Management Board of senior managers from each agency.
- 3.6 There is reciprocal attendance by project leads from Derby and Derbyshire Social Services on respective project teams to ensure the resulting services mirror each other as far as possible. This is felt to be important to ensure clarity in relation to City / County boundaries which affect Primary Care and the Acute Trust.
- 3.7 Consultation has taken place with staff and user groups, stakeholders, and other agencies which are involved with equipment purchase and provision or who are in receipt of these services.
- 3.8 Social Services was nominated as lead commissioner by the Derby Health Partnership Board and much of the recent work has revolved around developing a tender specification. The successful Tenderer will be required to meet the requirements of the specification and contract. This is summarised in Appendix 2, Part 2.
- 3.9 The tender has now been advertised. Interviews will be held in early February 2004.
- 3.10 It is proposed that for the first year Social Services and the Trusts will be responsible separately for their budgets. Social Services will cross charge the Trusts for expenditure incurred by Health staff. Social Services will manage this process to identify and manage risk. A virtual pooled budget will operate in year two with a fully pooled budget using Health Act flexibilities in year 3.
- 3.11 Social Services will provide a single point of access for requisitioning equipment, dealing with enquiries and basic complaints, invoicing and managing performance information. This service will be supported by a Contract Officer.
- 3.12 The Head of Disability Services will take overall responsibility for the delivery of this service and will report to the Management Board.
- 3.13 Workshops and briefing events are being arranged for frontline health and social care staff in February and March with a view to informing people about the new service and how it will operate.

## OTHER OPTIONS CONSIDERED

4. No other options were considered. An integrated community equipment service is a government requirement.

<b>For more information contact:</b>	Mick Connell, Tel. 01332 716702, email: <a href="mailto:mick.connell@derby.gov.uk">mick.connell@derby.gov.uk</a>
<b>Background papers:</b>	None
<b>List of appendices:</b>	Appendix 1 – Implications
	Appendix 2 – Part 1      Summary of the Partnership Arrangements relating to an Integrated Community Equipment Service for Derby
	Part 2      Summary of Community Equipment Contract

## IMPLICATIONS

### Financial

- 1.1 Work has taken place to identify the contributions of Social Services and the Trusts to the combined budget for the Integrated Community Equipment Service. Based on 2002 / 3 figures this will be:

Health	260,000
Social Services	608,230
<b>Total</b>	<b>868,230</b>

- 1.2 To support the provision of this service, new infrastructure costs have been identified as follows:

	Resource Category of Worker	Quantity WTE	Costs (including oncosts) at mid point
Integrated Equipment Service – New Posts	Admin Manager – Single Point of Access (Scale 4)	1	20,896
	Clerk (Scale 1/2 )	1	14,686
	Contract Officer (Extension of existing contract for 04/05 funded 50% by PCTs)	1	13,955
	Finance Post	1	14,785
Integrated Equipment Service – Equipment	PC )	3	5,075
	Printer )	1	
	Fax )	1	
	Computer Work Station )	3	
	Computer Chair )	3	
	Phones, Minicom, )	1	
	IT Connections )		

These posts will be funded from the Access and Systems Capacity Grant. A contribution will be sought from the PCTs.

## **Legal**

- 2.1 Under the Health Act (Partnership Arrangements) Regulations 2000, if the Council intends to provide these services on a joint basis with Health through lead commissioning arrangements, or as an integrated service, it is necessary to enter into a partnership agreement and register this with the Department of Health. It is therefore intended to enter into partnership arrangements with Central and Greater Derby Primary Care Trusts on the terms summarised in Appendix 2 Part 1. This agreement meets the minimum requirements for registration with the Department of Health.
- 2.2 Subject to those arrangements being successfully concluded, the Council will let a contract for community equipment services on the terms summarised in Appendix 2 Part 2 and act as lead commissioner for the services pending the establishment of a fully integrated service.

## **Personnel**

3. Additional administrative staff are required to be appointed for the single point of access as outlined in 1.2 above.

## **Corporate Themes and Priorities**

4. This accords with the Council's key themes of safer and healthier communities and a fairer society. It also supports the Council's priorities of enabling people to live the independent life they choose and improving life chances for the disadvantaged people and communities.

## Appendix 2 Part 1

### Summary of the Partnership Arrangements relating to an Integrated Community Equipment Service for Derby

The parties to the Agreement are the Council and Central Derby Primary Care Trust and Greater Derby Primary Care Trust (“the Trusts”)

The purpose of the Agreement is to:

- ensure that community equipment services for people in Derby are planned and provided in an integrated manner
- provide a single point of access to service
- establish, maintain and improve services by delegating responsibility for leading the commissioning process 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 Health Implementation Plan of the Trent Strategic Health Authority
- work towards an Integrated Service for Derby, with as a first step, integrated commissioning arrangements

The Agreement deals with the matters required to allow the arrangement to be registered by the Department of Health as a Health Act Partnership and includes the following matters

#### **Duration**

Subject to the rights of termination, the Agreement will run for 5 years and will be extended for 5 years if the contract for community equipment is extended for that period.

#### **Governance**

The parties will establish and maintain a Partnership Board for the Integrated Community Equipment Service, which consists of the members of the existing Integrated Community Equipment Project Board. The Executive Chair of the Partnership Board will be the Council’s Assistant Director (Community Care) who 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

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 for Derby residents
- achieve continuous improvements in the quality of service provision through closer working arrangements.

The Joint Operational Manager for the Service will be the Head of Disability Services in the Social Services Department, who will be responsible for the day-to-day management of the service. That role will include managing the Council's budget for integrated equipment services, performance management, contract monitoring, quality assurance and development of the service.

The Joint Operational Manager will be employed by the Council but shall be responsible on a day-to-day basis to the Partnership Board for the Integrated Community Equipment Service.

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, shall only bind that Participant where the Participants representative on the Board has voted in favour of the decision on the Participants behalf.

### **Financial Arrangements**

The Council will let the contract for community equipment and all orders will be made through a single point of access provided by the Council. Initially the Trusts will reimburse the costs of payments made by the Council for community equipment ordered by their staff for their service users.

Over the longer term the Parties will develop a pooled budget arrangement in accordance with the Implementation Plan.

### **Pooled Budget Arrangements**

The Council shall be the host authority for any pooled budgets arrangements pursuant to Section 31 of the 1999 Act.

### **Staff**

At the outset of the Partnership Agreement each of the Parties shall remain responsible for the Staff it then employs.

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

### **Risk, Insurance and Indemnities**

Each Party shall maintain a scheme of insurance with regard to public and employee liability, and property liability that appropriately covers the activities carried out under this Agreement.

Each Party shall fully and effectually indemnify the others in terms of all claims, costs and demands that arise from the performance of this Agreement.

Each Party shall be fully responsible for the terms and conditions of employment of their own employees and shall indemnify the other Parties with respect to any claim related to an alleged infringement of employment rights by their employee.

The Parties shall develop a risk-management strategy which is compatible with the principle that risk is shared according to the Parties use of the services provided under the contracts let by the Council or following the establishment of a pooled budget arrangement risk is shared according to the Parties contribution to the pooled budget or such other arrangement as is agreed in writing between the Parties.

**Complaints**

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**

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.



### Summary of Community Equipment Contract

The purpose of the Contract is to provide specialist equipment to people who need assistance to either aid them in their recovery from medical treatment or enable them to maintain and improve their independence and quality of life.

It is drafted on the basis of standard commercial terms and conditions relating to staffing, quality assurance, performance management, monitoring of the contract, invoicing and payment arrangements, resolution of disputes and rights of termination.

The Service includes

- equipment delivery to people living in Derby where either the Council or one of the Trusts believe they need it;
- maintenance, service and repair to that equipment;
- equipment delivery to a small number of Social Services and Health establishments;
- provision of a building suitable for the storage of equipment; demonstration facilities and over the counter collection/return and retail sales arrangements;
- maintenance of electrical and mechanical equipment supplied to Service Users under this and previous contracts;
- collection and disposal of equipment no longer needed by Service Users;
- demonstration of equipment to Service Users;
- assembly and installation of equipment at Service Users homes and
- a sale or return service of aids for daily living.

The Provider will also provide a centrally located equipment store on a regular public transport route within the city to enable Workers and Service Users to collect from, or return items to, the store.

Other provisions relate to

- the supply of an annual catalogue including an electronic version;
- refurbished equipment;
- the establishment of an Equipment Review Group;
- repairs and maintenance;
- ordering;
- methods of delivery of equipment;
- mail order service;
- 5 day delivery service;
- 24 hour delivery service;
- emergency call-out delivery service;
- a collection procedure for equipment that the council considers appropriate for retrieval;
- failures to make a delivery/collection;
- delivery vehicles;
- health and safety
- and service development.

A copy of the tender pack is available for inspection by contacting Mick Connell on 716702, email: [mick.connell@derby.gov.uk](mailto:mick.connell@derby.gov.uk)