Brighton & Hove City Council

Adult Care & Health Committee

Title:	**Adult Care & Health Committee**
Date:	**18 March 2013**
Time:	**4.00pm**
Venue	**Council Chamber, Hove Town Hall**
Members:	**Councillors:** Jarrett (Chair), Jones (Deputy Chair), K Norman (Opposition Spokesperson), Meadows (Opposition Spokesperson), Barnett, Marsh, Mears, Powell, Wakefield and Wilson
Contact:	**Caroline De Marco** Democratic Services Officer 01273 291063 caroline.demarco@brighton-hove.gov.uk

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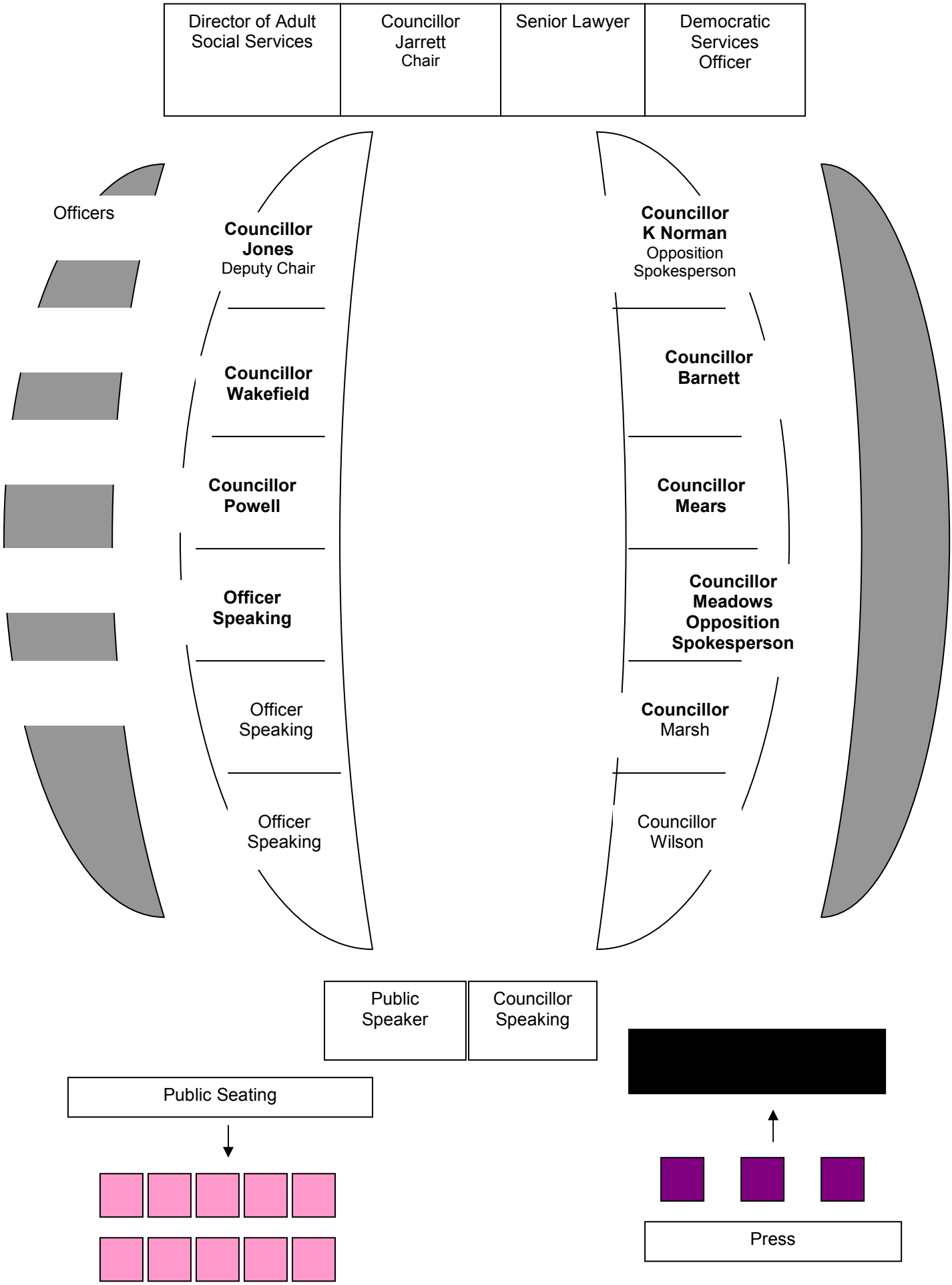
Democratic Services: Adult & Care & Health Committee



AGENDA

PART ONE **Page**

43. PROCEDURAL BUSINESS

(a) Declaration of Substitutes - Where Councillors are unable to attend a meeting, a substitute Member from the same Political Group may attend, speak and vote in their place for that meeting.

(b) Declarations of Interest – Statements by all Members present of any personal interests in matters on the agenda, outlining the nature of any interest and whether the Members regard the interest as prejudicial under the terms of the Code of Conduct.

(c) Exclusion of Press and Public - To consider whether, in view of the nature of the business to be transacted, or the nature of the proceedings, the press and public should be excluded from the meeting when any of the following items are under consideration.

NOTE: *Any item appearing in Part Two of the Agenda states in its heading the category under which the information disclosed in the report is exempt from disclosure and therefore not available to the public.*

A list and description of the exempt categories is available for public inspection at Brighton and Hove Town Halls.

44. MINUTES **1 - 12**

Minutes of the meeting held on 28 January 2013 (copy attached).

Contact Officer: Caroline De Marco Tel: 01273 291063

45. CHAIR'S COMMUNICATIONS

46. PUBLIC INVOLVEMENT

To consider the following matters raised by members of the pubic:

(a) Petitions – to receive any petitions presented to the full council or at the meeting itself.
(b) Written Questions – to receive any questions submitted by the due date of 12 noon on the 11 March 2013.
(c) Deputations – to receive any deputations submitted by the due date of 12 noon on the 11 March 2013.

47. ISSUES RAISED BY COUNCILLORS

To consider the following matters raised by councillors:

(a) Petitions – to receive any petitions submitted to the full Council or at the meeting itself;
(b) Written Questions – to consider any written questions;
(c) Letters – to consider any letters;
(d) Notices of Motion – to consider any notices of motion.

48. FINANCE REPORT **13 - 32**

Report of Director of Finance (copy attached).

Contact Officer: *Anne Silley* *Tel: 01273 295065*
Ward Affected: *All Wards*

49. SUSSEX INTEGRATED END OF LIFE AND DEMENTIA CARE SUSSEX PATHWAY **33 - 50**

Report of Chief Operating Officer (copy attached).

Contact Officer: *Geraldine Hoban* *Tel: 01273 574863*
Ward Affected: *All Wards*

50. ADULTS SECTION 75 REVIEW **51 - 82**

Report of Director of Adult Social Services (copy attached).

Contact Officer: *Geraldine Hoban* *Tel: 01273 574863*
Ward Affected: *All Wards*

51. DAY ACTIVITIES REVIEW **83 - 92**

Report of Director of Adult Social Services (copy attached).

Contact Officer: *Anne Richardson-Locke* *Tel: 01273 290379*
Ward Affected: *All Wards*

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For further details and general enquiries about this meeting contact Caroline De Marco, (01273 291063, email caroline.demarco@brighton-hove.gov.uk) or email democratic.services@brighton-hove.gov.uk

ADULT CARE & HEALTH COMMITTEE

Date of Publication - Friday, 8 March 2013

BRIGHTON & HOVE CITY COUNCIL

ADULT CARE & HEALTH COMMITTEE

3.00pm 28 JANUARY 2013

COUNCIL CHAMBER, HOVE TOWN HALL

MINUTES

Present: Councillor Jarrett (Chair) Councillor Buckley, Hawtree, K Norman (Opposition Spokesperson), Meadows (Opposition Spokesperson), Barnett, Marsh, Mears, Robins and Wakefield

PART ONE

32. PROCEDURAL BUSINESS

32A Declarations of Substitute Members

32.1 Councillor Robins declared that he was substituting for Councillor Wilson. Councillor Hawtree declared he was substituting for Councillor Jones. Councillor Buckley declared that she was substituting for Councillor Powell.

32B Declarations of Interests

32.2 There were none.

32C Exclusion of the Press and Public

32.3 In accordance with section 100A(4) of the Local Government Act 1972, it was considered whether the press and public should be excluded from the meeting during the consideration of any items contained in the agenda, having regard to the nature of the business to be transacted and the nature of the proceedings and the likelihood as to whether, if members of the press and public were present, there would be disclosure to them of confidential or exempt information as defined in section 100I (1) of the said Act.

32.4 **RESOLVED** - That the press and public be not excluded from the meeting.

33. MINUTES

33.1 Councillor Mears referred to paragraph 25.4 in relation to financial information submitted to the committee. She expressed concern that the committee were still not being given sufficient financial information.

33.2 The Senior Lawyer informed the committee that officers had discussed this issue. She suggested that in future an extract of the report that was presented to Policy &

Resources Committee each quarter that was relevant to Adult Care & Health, was submitted to the Adult Care & Health Committee for information, in addition to the financial information in the reports. Colleagues in finance could bring this information to the committee on a regular basis.

33.3 Councillor Mears expressed concern that there was not sufficient finance information being presented at the current meeting. Any information presented to the next meeting would be after budget council and would have no impact.

33.4 The Chair stressed that financial information had been available at the Overview and Scrutiny Committee and the whole budget had been presented to Policy and Resources Committee.

33.5 Councillor Meadows stressed that the committee's decisions should feed into the budget process. She considered that budget information should be available at each committee meeting.

33.6 Councillor Marsh stated that the Overview and Scrutiny Committee had just received the budget information. That process had been separate and parallel to the budget process. She stressed that Members could not be expected to make decisions unless there was budget information.

33.7 Councillor Norman reported that the Budget Scrutiny Panel had reached the conclusion that there was not so much detail available about the budget this year, compared to the same period last year.

33.8 The Chair suggested that he should hold a meeting with the opposition Spokespersons to discuss how much financial information was required.

33.9 **RESOLVED** – That the minutes of the meeting held on 19 November 2012 be agreed and signed as a correct record.

34. CHAIR'S COMMUNICATIONS

Weather Conditions

34.1 The Chair reminded members that the committee had been rearranged due to the fall of snow on 21 January. The Joint Commissioning Board would follow this meeting.

34.2 The Chair thanked staff in Adult Social Care & contracted staff for making an extra effort to continue their services during the recent fall of snow. He also thanked highway staff and the people who had helped with 4x4 vehicles.

34.3 The Director of Adult Social Services stated that although it had taken staff longer to travel around the city, she had not heard that any service users had been disadvantaged. Council staff and contracted staff had risen to the occasion.

34.4 Councillor Meadows concurred with the above comments and also thanked staff.

34.5 Councillor Marsh suggested that if there was further severe weather it would be helpful to have an update.

35. CALL OVER

35.1 **RESOLVED** – That Items 38 to 41 be reserved for discussion.

36. PUBLIC INVOLVEMENT

(a) Petitions

36.1 The Chair noted that there were no petitions from members of the public.

(b) Written Questions

36.2 Mr Graham Dean asked the following question:

"In City care homes set rate

The service users (residents) pay part of the care home fees and their contributions are increasing by 2.5% from April 2013.
A similar increase is necessary by the Council but we appreciate that sufficient funding is not available.
Would you please provide figures to show that increases of 2% or 1.5% are possible from the 2% inflation allowance referred to in 5.1.
The increased cost to the Council for a 2% increase after deducting the increase by the service users would be, for example, 1.35% of £460 (see Table One) and 1.41% of £504 (see Table One)."

36.3 The Chair gave the following response:

"Thank you for the question. The premise that if service user income is increasing then the cost to the council reduces is understood.

However, although State Retirement Pension is increasing by 2.5%, Pension Credit is not increasing at all. This gives the effect of a 1.9% increase in contributions for those pensioners in receipt of these basic benefits.

Not all service users will have increased contributions at this rate as individual circumstances differ. Younger people pay less and their benefits are increasing by around 1.2%. Some people are exempt from contributions. The estimated income from contributions for the whole care home budget for residents of all ages is estimated to increase by 1.25%.

This reply includes a worked example based on an older person receiving the basic state pension. The net cost paid by the Council for each resident with a standard fee rate of £460 per week is currently £340.80 per week. This would be £347.70 per week (£18,130 per annum) for a 2% increase in the gross fee rate.

However, for the recommended 1% increase, the gross cost would be £464.60 and the net cost would be £343.10 per week (£17,900 per annum).

	2012-3	**2013-4**	**% increase for this worked example**
Council Fee rate per week	£460.00	£469.20	2%
An older person's means tested income			
Retirement pension	£107.45	£110.15	2.5%
Pension credit	£35.25	£35.25	0%
Total income	£142.70	£145.40	
An older person's means tested contribution is paid to the care home after the personal allowance is taken out			
Less Personal Allowance	£23.50	£23.90	1.7%
Therefore total Contribution paid to care home	£119.20	£121.50	1.9%
Amount paid by Council	£340.80	£347.70	net increase in costs to council is 2%
Net amount payable if 1% increase	£340.80	£464.60 - £121.50 **£343.10**	net increase in costs to council of 0.7%
Net amount payable if 1.5% increase	£340.80	£466.90 - £121.50 **£345.40**	net increase in costs to council of 1.35%

The proposed increase in city care home rates of 1% is recommended in the light of past fee awards, costs and other circumstances as set out in the report on Fee Level for Adult Social Care Services 2013-14. The budget has to reflect the city's demographics and the increasing number of people needing adult social care and the increase in complexity of need.

Further points for consideration are as follows:

- In considering the level of increase a whole range of factors is taken into account, the inflation assumption of 2% is a part of the modelling used .
- A 2% increase on in-city set rates based on current activity would cost approximately £236,000 per annum (an additional £118,000 over the 1% increase recommended).
- A 1.5% increase on in city set rates based on current activity would cost approximately £177,000 per annum(an additional £59,000 over the 1% increase recommended)
- The inflation allowance of 2% within the budget assumptions is applied to both expenditure and income so the increase in service user contributions is already factored into the calculations. There is also a risk that the income from service user contributions will not achieve the target figure. The most recent assumptions are 1.25% increase against the target of 2% inflation which increases the proportion of cost that the Council incurs and is estimated as a shortfall of approximately £30,000
- The assumptions made in the final point of the letters are not understood for the reasons set out above."

36.4 **RESOLVED-** That the written question be noted.

(c) Deputations

36.5 The Chair noted that a deputation relating to Home Care Contracts had been referred from the Council meeting held on 25 October 2012.

36.6 Councillor Christina Summers attended the meeting and made some comments in response to the report on Review of Home Care Contract at item 38 of the agenda. Councillor Summers stated that some of the recommendations were a response to areas of concern such as the increase in the hourly rate and the enhancement for evening work. There were still some other areas of concern. The report had many percentages but not many absolute numbers. It was difficult to judge percentages. Only 12 out of 14 providers responded. 50% said that the turnover increased during the period June to August. This indicated that retention was not very good. Ms Beckman asked if a three month period was long enough to carry out the review. She also asked how officers decided on the 2% figure.

36.7 The Chair thanked Councillor Summers and stated that officers could address these issues when presenting item 38 – Review of Home Care Contacts.

36.8 **RESOLVED** - That the deputation be noted.

37. MEMBER INVOLVEMENT

37.1 The Committee noted that there were no petitions, written questions, letters or Notices of Motion received from councillors.

38. REVIEW OF HOME CARE CONTRACT

38.1 The Committee considered a report of the Director of Adult Social Services which provided a review of the implementation of the new home care contract since its implementation on 4th June 2012 and indentified significant factors that had had an impact within the local home care market. The review highlighted a range of benefits which the new contract had introduced. The volume of the service appeared little changed and capacity overall appeared to have increased but turnover remained an issue.

38.2 The report proposed recommendations that supported home care providers to sustain the service and reflected the additional burden of increased petrol prices that had a particular impact upon some home care workers. As there was a need to increase capacity for home care visits to be delivered beyond 8.00pm an enhanced rate for this work was recommended to incentivise home care providers to respond to this need.

38.3 The Head of Performance & Contracting informed the Committee that Appendix 2 of the report showed that providers responded very differently in relation to matters of pay and terms and conditions. Broadly it was thought wages across the sector had increased but it was disappointing that not all providers were paying the local living wage.

38.4 The review had shown that quality had been sustained and there had been no significant issues with quality in the sector. The home care contract was monitored very closely and no significant concerns were being reported. Meanwhile, a quality rating system was being developed.

38.5 There had been four new providers in the city, although one had dropped out. The other three were now established. The service was subject to regular monitoring and review. There was a free training programme in place.

38.6 Councillor Hawtree noted that the care workers would need to drive round the city to visit service users. He asked for details about petrol costs and how many miles a week a care worker would be expected to drive. The Head of Performance & Contracting explained that care providers were allotted a small geographical area of the city. Some worked in the centre of the city and could walk to visit service users. In other areas they would need to drive. The details would vary with each provider.

38.7 Councillor Meadows asked if more staff were required to avoid a delay in accessing care. She referred to the proposed 2% increase to providers, and asked how Members could be reassured that the increase was being passed on to care workers. Councillor Meadows referred to the financial implications at paragraph 5.2. This stated that the council had recently agreed to a new procurement approach as part of the process of seeking living wage accreditation. She made the point that if people were not getting the living wage they were not complying with a legal requirement.

38.8 The Head of Performance & Contracting replied that there was a capacity issue with the evening service which was the reason why there was a proposal for an enhanced evening rate. The contract did not specify that a person had to be paid the living wage. The Council had taken significant steps in setting the rates paid to providers and through the procurement process itself to support providers paying a living wage. There were no current contracts in social care which specified wage rates and related terms and conditions. Whilst the increase would encourage providers to pay the living wage,. the local authority could not be sure that the 2% increase would be passed on to care workers as this could not be enforced contractually. With regard to access issues, it was explained that if the main provider did not take up work then the work would be done by a back up provider.

38.9 The Senior Lawyer explained the law regarding contracts. She stated that it was difficult to impose terms and conditions that went beyond the subject matter of the contract.

38.10 The Director of Adult Social Services stated that she believed wages would increase as more providers moved into the market. She noted recent discussions held with some of the major providers which confirmed their intention to improve terms and conditions for staff.

38.11 Councillor Meadows asked why the council was paying the living wage if providers were not passing it on to staff. This was providing more profit to the companies concerned.

38.12 The Chair replied that the majority of providers were paying the living wage. He did not think the council were wasting money.

38.13 Councillor Mears referred to recommendations which were subject to approval by budget council. She stated that if details had been set out in a financial report it would have been easier for Members to make a decision. She requested that an email should be sent to all committee Members setting out a financial breakdown of the proposals.

38.14 Councillor Mears noted the legal implications with regard to the living wage and made the point that there could be no guarantees that it would be paid to staff. Councillor Mears asked if the Equality Impact Assessment had been carried out. The Director of Adult Social Services replied that the EIA had been completed and could be circulated.

38.15 Councillor Robins asked for details of the electronic monitoring system and the lay assessor's scheme. The Head of Performance & Contracting explained that lay assessors were trained people who provided an objective view of the quality of the service. The electronic monitoring system had a range of functions. For example, it allowed providers to plan better delivery routes. Officers and providers could look at a screen to check if someone was late or to monitor continuity of care. It provided electronic invoices and a performance report to the Contracts Team. It was an important tool.

38.16 Councillor Barnett stressed that service users were vulnerable. She asked how they could be encouraged to report concerns about the service they received. The Head of Performance & Contracting explained that groups of users were selected for interview by the lay assessor scheme. The interviews were confidential. This was one way of gaining information.

38.17 Councillor Norman asked if it was known which providers passed on the living wage. This was a concern to Members and he would like to have more information. The Head of Performance & Contracting replied that it was known what each provider was paying, however the situation was complicated given the different rates of pay providers paid as outlined in appendix 2. For example, new staff may be aid a lower rate than experienced staff. The Director of Adult Social Services suggested that a review was carried out in a few months time.

38.18 Councillor Barnett stressed that Members needed to know which agencies were paying the living wage. Petrol was currently being paid out of the basic wage.

38.19 Councillor Hawtree stated that he was glad that there was support for the living wage. He was concerned to hear that some agencies were receiving the money and not passing it on to care workers. He would like to have more information on this matter.

38.20 The Chair requested information that would be in a form that was easy to understand. He stressed that a minority of providers did not pay the living wage.

38.21 **RESOLVED -** (1) That it is agreed that the training programme is revised for providers and assessment staff so that the Outcome Based Commissioning of home care model can be introduced over the coming year to take forward the personalisation agenda.

(2) That subject to the budget set by Council in February 2013; an enhanced rate is paid to providers for covering calls beyond 8pm in the evening with effect from 8th April 2013 as described in section 3.2.3 of the report.

(3) That subject to the budget set by Council in February 2013; the rates paid to providers are increased by 2% to reflect the increase in costs, particularly petrol with effect from 8th April 2013 as described in section 3.2.5 of the report.

Note: Councillors Meadows, Barnett, Marsh, Mears and Robins abstained from voting on this item on grounds of lack of financial information.

39. FEE LEVELS IN ADULT SOCIAL CARE SERVICES 2013/14

39.1 The Committee considered a report of the Director of Adult Social Services concerning fees paid to independent and voluntary sector providers that supplied care services on behalf of Brighton and Hove City Council Adult Social Care and Brighton and Hove Clinical Commissioning Group. It covered fees paid to providers of services for older people, people with physical disabilities, adults with mental health needs including HIV and substance misuse and adults with a learning disability. Service providers included care homes, supported accommodation, home care and community support, community service and direct payments.

39.2 The recommendations in the report were in line with those of Commissioners of other services in the council. It was expected that they were also broadly similar with other authorities in the region.

39.3 Councillor Norman referred to care homes outside the city, and asked if they were paying the living wage to their staff. Meanwhile, he commented that the 5% increase for in city care homes last year might have given false encouragement. The Director of Adult Social Services replied that Brighton & Hove always paid the set rate of the host authority. A check was not made whether it was the living wage. With regard to the 5% increase last year, the local authority was mindful that there had not been an increase in the previous year. There had been quality issues in the past and it had been right to increase rates at that time. More benchmarking work needed to be carried out and the result of the Dilnot Report would be important.

39.4 Councillor Mears referred to paragraph 3.3 in the report and asked for more details about the cost and numbers involved, in relation to care homes and supported living out of the city. Councillor Mears further referred to the last paragraph of section 3.4 of the report, in relation to the 1% uplift on set rates and care home block contract rates. She asked for details of costings around that proposal.

39.5 Councillor Mears referred to paragraph 3.5 in relation to care homes and supported living non set rates in the city and asked for details of numbers. She further asked for the cost of the proposal in paragraph 3.6 in relation to home care. Councillor Mears referred to paragraph 3.9 and asked what the percentages represented in real terms.

39.6 Councillor Mears referred to the financial implications in paragraph 5.1. She stated that no reports had been seen on the effect of the Section 75 Agreement. She stressed that Members needed to see financial information in order to judge how the proposals fitted into the overall budget.

39.7 The Chair agreed it would be useful to have additional financial information with details of overall total costs.

39.8 The Head of Business Engagement explained that she had tried to set out the overall financial implications including the scale of the budget. The detailed budget would involve viewing huge spreadsheets as information is held at client level. She gave her assurance that the recommendations could be funded within the budget figures which are supported by detailed calculations. She would try to include more detailed financial information for future meetings.

39.9 The Director of Adult Social Services stated that an A4 sheet could be prepared for Councillor Mears showing the number of people cared for out of the city.

39.10 The Senior Lawyer informed members that Table 2 at Section 3.9 in the report should be amended to exclude the home care figure as this had already been agreed under Item 38 – Review of Home Care Contract. She suggested a slight amendment to recommendation 2.1 to reflect that Table Two in Section 3.9 of the report had been amended.

39.11 **RESOLVED -** (1) That it be agreed that the changes set out in Table Two, Section 3.9 of the report, as amended, should come into place for the financial year 2013/14, subject to the budget set by Council in February 2013.

Note (i): Table Two in paragraph 3.9 of the report was amended to exclude the Home Care increase as this had already been agreed under item 38 – Review of Home Care Contract.

Note (ii): Councillors Meadows, Barnett, Marsh, Mears, Norman and Robins abstained from voting on this item on grounds of lack of financial information.

40. ADULT SOCIAL CARE CHARGING POLICY (NON RESIDENTIAL SERVICES)

40.1 The Committee considered a report of the Director of Adult Social Services which explained that most Adult Social Care services were chargeable to service users. Most charges were subject to a means test but the charging policy for Non-Residential Care Services included fixed rate charges and maximum charges for in-house services. These rates were usually reviewed in April of each year when state benefits increased. The charging policy took account of legislation, regulations and relevant Government Guidance.

40.2 Councillor Norman asked why in house home care/support was being reduced. Meanwhile, he acknowledged that the maximum weekly charge had been an issue for years and he had no issue with removing this as long as no-one would be affected. Councillor Norman referred to paragraph 3.6 in the report which stated that 140 people currently pay the maximum charge for in house home care and day care services. He asked if they had been directed to direct payments.

40.3 The Head of Assessments and Welfare Rights explained that these were people who had decided to choose to use in house services.

40.4 The Chair explained that with regard to reducing the hourly rate, it was found that Brighton & Hove had one of the highest hourly charging rates for in-house home care in

the country. The view was that there was no reason why this authority should be excessively expensive when compared to the rest of the country.

40.5 **RESOLVED -** (1) That the following table of maximum charges for in-house services are agreed with effect from 8th April 2013

Current Maximum Charges	**2012/13**	**Proposed 2013/14**	**People Affected**	**Income Adjustment**
In-house home care/support	£21.50 per hour	£20.00 per hour	40	*-£9,438*
In-house day care	£23.50 per day	£25.00 per day	100	+£ 7,644
Maximum weekly charge	£900 per week	£900 (under review)	0	0
Current Fixed Charges				
Fixed Rate Transport	£2.15 per return	£2.50 per return	170	+£7,640
Fixed Meal charge at Day Care	£3.10 per meal	£3.50 per meal	*140*	+£8,300
Fixed Carelink charge £14.50 month – with 2 key holders £18.50 month – with 1 key holder £21.50 month – no key holders but with a key safe		No change	3000	+£0.00

Note: Councillors Meadows, Barnett, Marsh, Mears and Robins abstained from voting on this item on grounds of lack of financial information.

41. DEVELOPMENTS AT CRAVEN VALE

41.1 The Committee considered a report of the Director of Adult Social Services which explained that Craven Vale, a Brighton & Hove City Council owned Resource Centre, currently had 24 community short term service beds, 7 crisis care/planned breaks beds; a total of 31 beds. The report outlined the proposal and recommendation for an additional 20 bedrooms to give a total of 51 bedrooms at Craven Vale. 44 of these would be Community Short Term beds. The report had been approved at Policy & Resources Committee on 24th January 2013 and the Clinical Commissioning Group Board on 15th January 2013.

41.2 Councillor Meadows expressed concern that that ward councillors had not been included in the community engagement and consultation process. She requested that as a common courtesy, ward councillors should be informed of what was happening in their area. The Director apologised that ward councillors had not been consulted on this occasion.

41.3 Councillor Barnett asked what would happen to the residents whilst the work was being carried out. The Joint Commissioner Older People explained that a key part of the Project Manager role was to minimise disruption to residents.

41.4 Councillor Norman stated that the proposal was part of a process started when he was lead member a few years ago. He asked if officers had spoken to planners regarding the development and whether any difficulties were envisaged with the development on the site. Councillor Norman thought that the process could only improve the service

Adult Care & Health provided and would upgrade the building at the same time. He welcomed the report.

41.5 The Joint Commissioner Older People explained that officers had held negotiations with the Project & Design Team. There had been no indication of any issues with planning permission.

41.6 Councillor Mears stated that she hoped that a structural survey would be carried out on Craven Vale. She wanted to be reassured that the building could take the extra floors. Councillor Mears referred to paragraph 3.3.2 in relation to joint funding of the Community Short term beds and jointed provided services under the Section 75 agreement. She asked to see the detail regarding this funding. Councillor Mears referred to paragraph 3.6.2 and asked for it to be minuted that on 15th January 2013 the CCG Board agreed to the revenue expenditure commitment. Councillor Mears referred to paragraph 3.7.3 with regard to capital costs. She asked if the freehold would remain with the council. She stressed that as there were capital costs, the committee needed regular updates on funding and the project. Councillor Mears also asked for the committee to see the design of the development.

41.7 The Director of Adult Social Services explained that the CCG approved the proposals in terms of the ongoing revenue expenditure. In terms of capital costs, Craven Vale would remain a council asset.

41.8 The Joint Commissioner Older People stated that she would check to ensure that a structural survey had taken place but stressed that officers from the council's Project & Design Team had been working on the plans.

41.9 Councillor Mears stated that the committee needed to be reassured that the building was structurally sound and suitable for development.

4.10 **RESOLVED -** (1) That approval be given to the development of Craven Vale to create an additional 20 bedrooms and to a formal collaboration agreement between the Council and Brighton and Hove Clinical Commissioning Group in relation to the development to enable both parties to fulfil their statutory functions.

(2) That approval be given to delegate power to the Director of Adult Social Services to sign the collaboration agreement on behalf of the Council; subject to satisfactory terms being agreed.

(3) That it is noted that the Policy & Resources Committee agreed to note that the development will be delivered by Property and Design using the Council's existing Strategic Construction Partnership.

(4) That it is noted that the Policy & Resources Committee agreed that delegated power is given to the Director of Adult Social Services and the Director of Finance to enter into a building contract with an estimated value of £2.2million.

(5) That it is noted that the Policy & Resources Committee agreed that the Craven Vale Development be added to the Capital Programme and the capital project be approved at a total cost of £2.883m (£1.442m in 2013/14 and £1.441 in 2014/15) to be funded as detailed in paragraph 5.2 of the report.

Note: Councillors Meadows, Barnett, Marsh, Mears and Robins abstained from voting on this item on grounds of lack of financial information and no information given to reassure members that a structural survey had been carried out.

42. ITEMS REFERRED FOR COUNCIL

42.1 **RESOLVED -** That no items be referred to Council.

The meeting concluded at 5.05pm

Signed Chair

Dated this day of

ADULT CARE & HEALTH COMMITTEE

Agenda Item 48

Brighton & Hove City Council

Subject:		**Finance Report**	
Date of Meeting:		**18 March 2013**	
Report of:		**Director of Finance**	
Contact Officer:	**Name:**	**Anne Silley**	**Tel: 29-5065**
	Email:	**anne.silley@ brighton-hove.gov.uk**	
Ward(s) affected:		**All**	

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT:

1.1 This report sets out the forecast outturn position for the 2012/13 financial year at Month 9 for Adult Social Care and NHS Trust Managed S75 Budgets as reported to Policy & Resources on 14 February 2013.

1.2 The report also provides information on the agreed 2013/14 budget for Adult Care and Health and NHS Trust Managed S75 Budgets set by Budget Council on 28 February 2013.

2. RECOMMENDATIONS:

2.1 That the Committee notes the forecast outturn at month 9 for Adult Social Care and NHS Trust Managed S75 Budgets.

2.2 That the Committee notes the agreed budget for Adult Social Care and NHS Trust Managed S75 Budgets for the 2013/14 financial year.

3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS:

Adult Social Care Performance (Appendix 1)

3.1 The Targeted Budget Management Reporting Framework focuses on identifying and managing financial risks on a regular basis throughout the year. The table below shows the provisional outturn at month 9 for Council controlled Adult Social Care revenue budgets as £1.386 million underspend (2.1%), an increase over month 7 as reported to Policy & Resources Committee on 14 February 2013. The overall Council budget position is shown for information. A more detailed explanation of the variances can be found in Appendix 1.

Forecast Variance Month 7 £'000	**Strategic Area**	2012/13 Budget Month 9 £'000	Forecast Outturn Month 9 £'000	Forecast Variance Month 9 £'000	Forecast Variance Month 9 %
(947)	People (Adult Social Care)	65,881	64,495	(1,386)	-2.1%
(3,534)	Total Council Controlled Budgets	221,359	217,146	(4,213)	-1.9%

3.2 The Community Care budget, included within the total Adult Social Care budget above, is classed as a Corporate Critical budget as it carries potentially higher financial risks and therefore could have a material impact on the council's overall financial position. Community Care is predicted to underspend by £2.055 million (4.7%) in 2012/13.

Forecast Variance Month 7 £'000	**Corporate Critical**	2012/13 Budget Month 9 £'000	Forecast Outturn Month 9 £'000	Forecast Variance Month 9 £'000	Forecast Variance Month 9 %
(1,474)	Community Care	43,919	41,864	(2,055)	-4.7%

NHS Controlled S75 Partnership Performance (Appendix 1)

3.3 The NHS Trust-managed Section 75 Services represent those services for which local NHS Trusts act as the Host Provider under Section 75 Agreements. Services are managed by Sussex Partnership Foundation Trust (SPFT) and Sussex Community NHS Trust (SCT) and include health and social care services for Adult Mental Health, Older People Mental Health, Substance Misuse, AIDS/HIV, Intermediate Care and Community Equipment.

3.4 These partnerships are subject to separate annual risk-sharing arrangements and the monitoring of financial performance is the responsibility of the respective host NHS Trust provider. The forecast outturn (before risk share) is an underspend of £0.727 million (5.6%). More detailed explanation of the variances can be found in Appendix 1.

Forecast Variance Month 7 £'000	**Section 75**	2012/13 Budget Month 9 £'000	Forecast Outturn Month 9 £'000	Forecast Variance Month 9 £'000	Forecast Variance Month 9 %
(388)	NHS Trust managed S75 Services	13,081	12,354	(727)	-5.6%

Budget 2013/14 (Appendix 2 & 3)

3.5 The General Fund budget for 2013/14 was agreed at Budget Council on 28 February setting the budget allocation for Adult Social Care (including S75) at £74.807 million after savings of £5.574 million and investment of £1.000 million for service pressures. The budget strategy, summary budget savings proposals and detailed savings proposals are set out in Appendix 2.

3.6 The investment of £1million reflects the demographic pressures on Learning Disability transitions and Mental Health services.

3.7 Additional grant funding from the Department of Health for Adult Social Care has been used partly to protect existing eligibility criteria which otherwise might have had to change. A further £0.581 million will be subject to joint plans with Health to ensure ongoing joined up investment in preventative services that will secure long term financial benefits to the council. (Budget Council reduced the investment by £0.169 million from £0.750 million; this will require negotiation with Health partners.)

3.7 The Value for Money approach within Adult Social Care is focussed on introducing new models of delivery and 'Personalisation' to provide greater choice (i.e. Self Directed Support and Personal Budgets) and more effective 'reablement' of people needing care.

3.8 The draft allocation of the budget of £74.807 million against services is shown in Appendix 3 in the form of a pie chart and a more detailed summary. The summary also shows the budget for residential and nursing placements distinguishing between in city and out of area placements. The detailed Budget Book will be circulated to members in due course. The detailed budget allocation will be the basis of the Targeted Budget Management approach for 2013/14.

4. COMMUNITY ENGAGEMENT AND CONSULTATION

4.1 No specific consultation has been undertaken in relation to this report.

5. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

5.1 The financial implications are covered in the main body of the report.

Finance Officer Consulted: Anne Silley Date: 20/02/13

Legal Implications:

5.2 Under the terms of the Council's constitution the annual Budget is set by Full Council. Policy and Resources Committee has overall responsibility for the financial and other resources of the Council. Quarterly reports are provided to Policy and Resources for the purpose of identifying and managing financial risks. This Report, which is for noting only, provides Committee with financial and budget information contained in the most recent quarterly report to Policy and Resources Committee pertaining to Adult Social Care in addition to further

information on Adult Social Care budget. This information provides Committee with a context on the overall budget to inform and assist in discharging its functions and decision making on specific recommendations concerning commissioning and delivery of Adult Social Care.

There are no other specific legal or Human Rights Act 1998 implications arising from this Report.

Lawyer Consulted: Sandra O'Brien *Date: 27/2/13*

Equalities Implications:

5.3 The process for assessing the equalities implications of the budget changes for 2013/14 and an assessment of the cumulative impact was presented as part of the report to Budget Council.

Sustainability Implications:

5.4 There are no direct sustainability implications arising from this report.

Crime & Disorder Implications:

5.5 There are no direct crime & disorder implications arising from this report.

Risk and Opportunity Management Implications:

5.6 The Council's revenue budget and Medium Term Financial Strategy contain risk provisions to accommodate emergency spending, even out cash flow movements and/or meet exceptional items. The council maintains a minimum working balance of £9.000m to mitigate these risks as recommended by the Audit Commission and Chartered Institute of Public Finance & Accountancy (CIPFA). The council also maintains other general and earmarked reserves and contingencies to cover specific project or contractual risks and commitments.

Public Health Implications:

5.7 There are no public health implications arising from this report

Corporate / Citywide Implications:

5.8 The Council's financial position impacts on levels of Council Tax and service levels and therefore has citywide implications.

6. EVALUATION OF ANY ALTERNATIVE OPTION(S):

6.1 Not applicable.

7. REASONS FOR REPORT RECOMMENDATIONS

7.1 The Committee requested detailed financial information on performance in the current financial year and plans for 2013/14.

SUPPORTING DOCUMENTATION

Appendices:

1. Revenue Budget Performance- Adult Social Care and NHS Trust Managed S75 Budgets.

2. Adult Social Care budget strategy 2013/14 and savings proposals.

3. Summary of Adult Social Care budget 2013/14.

Documents in Members' Rooms

1. None.

Background Documents

1. Targeted Budget Management 2012/13 (Month 9) report to Policy & Resources Committee 14 February 2013.

2. General Fund Revenue Budget & Council Tax 2013/14 report to Budget Council 28 February 2013.

People(Adult Services) - Revenue Budget Summary

Forecast Variance Month 7 £'000	Unit	2012/13 Budget Month 9 £'000	Forecast Outturn Month 9 £'000	Forecast Variance Month 9 £'000	Forecast Variance Month 9 %
(30)	Commissioner - People	2,230	2,116	(114)	-5.1%
(1,273)	Delivery Unit - Adults Assessment	49,025	47,224	(1,801)	-3.7%
356	Delivery Unit - Adults Provider	14,626	15,155	529	3.6%
(947)	Total Adult Services	65,881	64,495	(1,386)	-2.1%

Explanation of Key Variances

Commissioner – People			
(114)	Commissioner - People	Increase in underspend from savings against contracts.	
Delivery Unit – Adults Assessment			
see below	Assessment Services	Assessment Services are reporting an underspend of £1.801m at Month 9 (representing 4.2% of the net budget), an increase in underspend of £0.408m from Month 7. Significant progress has already been made in meeting the 2012/13 savings target in full. There is a risk of £0.400m against extra care housing in particular. The underspend is split against client groups as follows:	
(1,205)	Corporate Critical - Community Care Budget (Older People)	Older People services are reporting an underspend of £1.205m which is a continuation of the financial trends seen during 2011/12 and builds upon the success of reablement and other initiatives in delivering ongoing efficiencies. The improvement of £0.442m from Month 7 is due mainly to a net reduction in residential client numbers of 6 WTE (£0.170m); improved income contributions linked to individual clients (£0.140m) and a reduction in homecare commitments of approximately £0.100m.	

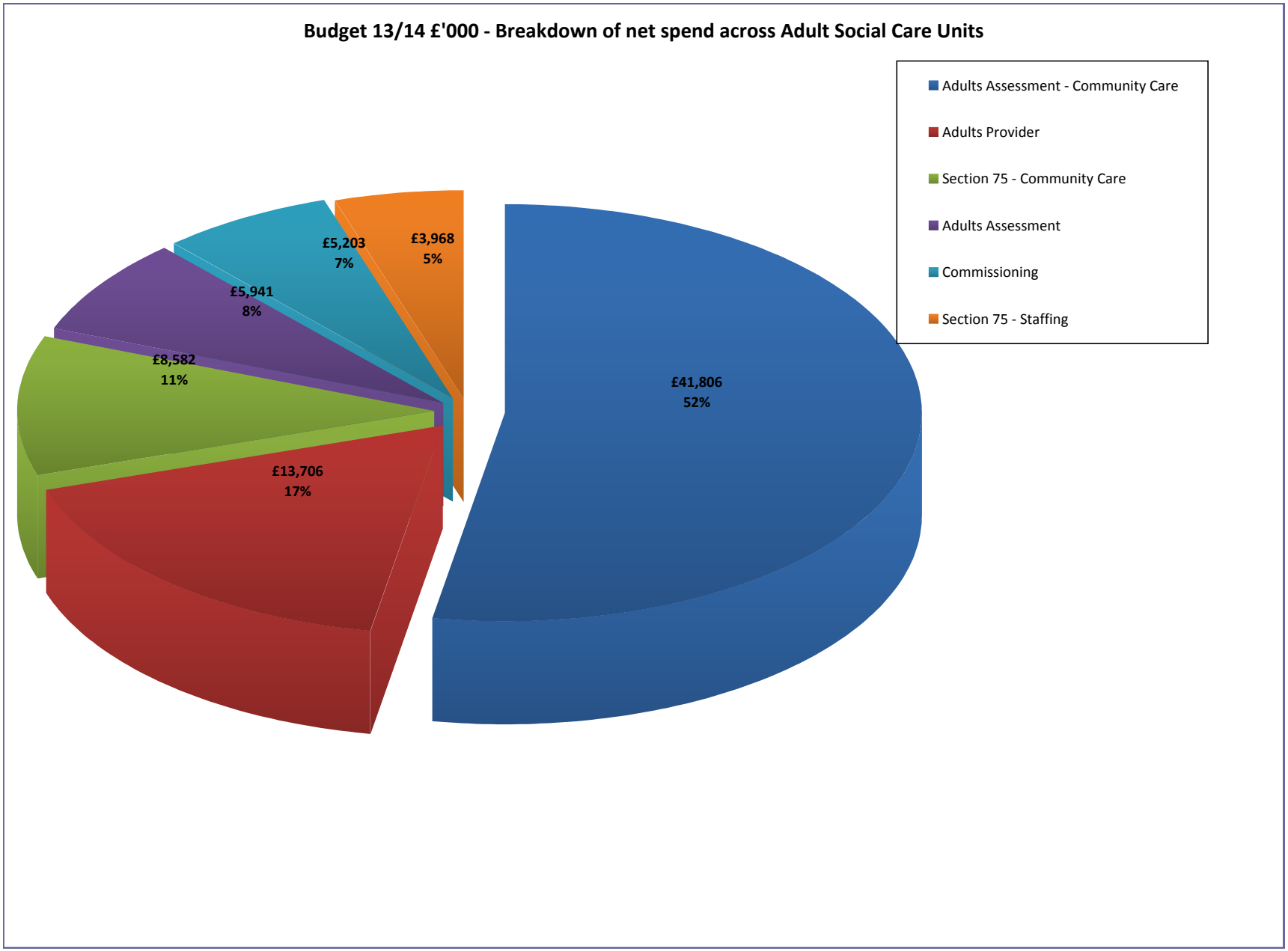
(1,036)	Corporate Critical - Community Care Budget (Learning Disabilities)	Learning Disabilities are showing an underspend of £1.036m due mainly to the full year effect of management decisions taken during 2011/12 and the successful re-negotiation of contracts and the improved identification of appropriate funding streams. This reflects an improvement of £0.089m from Month 7.	
186	Corporate Critical - Comm. Care Under 65's	Under 65's are currently showing an overspend of £0.186m. This reflects increased complexity (e.g. Acquired Brain Injury) in small numbers of high cost placements	Activity and growth projections being actively monitored. Offset by underspends against other client groups. The budget allocations across all client groups will be reviewed to reflect activity levels and costs for 2013/14.
254	Support & Intervention Teams	The £0.200m savings target for the re-modelling of staffing arrangements in Assessment Services will not be met in full this financial year.	Plans are being developed for 2013/14 to deal with this pressure. For 2012/13 savings are being made from Community Care (as above)
Delivery Unit – Adults Provider			
529	Provider Services	Provider Services are reporting a pressure of £0.529m at Month 9 (representing 3.6% of the net budget). The pressure is mainly from the risks against delivery of budget strategy savings on Learning Disabilities Accommodation (£0.311m) as a result of the deferment of a decision at the June meeting of Adult Care & Health Committee; a further proposal was accepted at the September meeting of the Committee. Also, there has been a delay in developing proposals on day activities. A review of the Provider forecasts has increased the position by £0.118m from Month 7 mainly due to increases in the respite service of £0.061m, Home Care of £0.049m and Able & Willing of £0.031m following a review of income levels. The management of Knoll House has transferred from Sussex Community NHS Trust and is showing a pressure of £0.072m at Month 9.	An implementation plan for Learning Disabilities accommodation is now in place, following agreement at September Adult Care & Health Committee. However, there are risks attached to the delivery of this plan. The cost as a result of the delay in implementing savings in day services has been offset for this year by the Community Care budget. Discussions are ongoing with the PCT to reflect the additional resources required to support Knoll House.

NHS Trust Managed S75 Budgets - Revenue Budget Summary

Forecast Variance Month 7 £'000	S75 Partnership	2012/13 Budget Month 9 £'000	Forecast Outturn Month 9 £'000	Forecast Variance Month 9 £'000	Forecast Variance Month 9 %
(411)	Sussex Partnership Foundation NHS Trust (SPFT)	11,485	10,884	(601)	-5.2%
23	Sussex Community NHS Trust (SCT)	1,596	1,470	(126)	-7.9%
(388)	Total Revenue - S75	13,081	12,354	(727)	-5.6%

Explanation of Key Variances

Key Variances £'000	Service	Description (Note WTE = Whole Time Equivalent)	Mitigation Strategy (Overspends only)
Sussex Partnership Foundation NHS Trust			
(601)	SPFT	Sussex Partnership Foundation NHS Trust (SPFT) are reporting an underspend of £0.601m at Month 9. The budget strategy savings target of £0.326m has already been achieved. On top of this, savings of £0.287m have been achieved against the mainstream budget from robust vacancy management and tight budgetary control and a further £0.215m from the community care budget as a result of increased funding through the assessment process and robust review of all placements. There continue to be pressures against the Adult Mental Health Community Care budget from a lack of suitable accommodation, which has been highlighted as part of the budget process for 2013/14. In line with the agreed risk-share arrangements for 2012/13 any overspend or underspend will be shared 50/50 between SPFT and BHCC.	
Sussex Community NHS Trust			
(126)	SCT	Sussex Community NHS Trust (SCT) are reporting a pressure of £0.106m against ICES (£0.028m) from increased demand for equipment and Intermediate Care services (£0.078m) from staffing pressures. The management for Knoll House has transferred to Provider Services (as detailed above). The underspend against the HIV budget of £0.226m is a continuation of the position from 2011/12 for services now managed by Assessment services.	


Budget 13/14 £'000 - Breakdown of net spend across Adult Social Care Units
Adults Assessment - Community Care
Adults Provider
Section 75 - Community Care
Adults Assessment
Commissioning
Section 75 - Staffing
£41,806
52%
£13,706
17%
£8,582
11%
£5,941
8%
£5,203
7%
£3,968
5%

People - Adult Services - Summary Budget Breakdown 2013/14 (net budgets)

		£'000	Community Care breakdown	
Sum of Draft Budget 13/14 £'000			B&H	Out of Area *
Unit	Service Areas	Total	£'000	£'000
Adults Assessment	Assessment & Care Management	5,220		
	Learning Disabilities - Assessment & Care Management	721		
Adults Assessment Total		5,941		
Adults Assessment - Community Care	Learning Disabilities	22,682	13,477	9,205
	Over 65's	12,023	10,055	1,968
	Under 65's	6,994	5,690	1,304
	HIV	107	85	22
Adults Assessment - Community Care Total		41,806	**29,307**	**12,499**
Adults Provider	Home Care	3,050		
	Learning Disabilities (Accommodation)	3,002		
	Day Services	1,793		
	Wayfield Avenue	946		
	Knoll House	850		
	Provider Management	722		
	Craven Vale	671		
	Respite Services	664		
	Ireland Lodge	527		
	Supported Business	502		
	Tower House	400		
	Supported Employment	239		
	Community Support & Shared Lives	200		
	Carelink	139		
Adults Provider Total		13,706		
Commissioning	Contracts & Commissioning	4,643		
	PCT Commissioned (Mental Health services)	559		
	Department of Health (Social Care Allocation)	-4,398		
Commissioning Total		805		
Section 75 - Community Care	Older People Mental Health (SPFT)	6,949	4,696	2,253
	Adult Mental Health (SPFT)	4,224	2,617	1,607
	Substance Misuse (SPFT)	96	96	0
	Funding from Health	-2,687		
Section 75 - Community Care Total		8,582	**7,409**	**3,860**
Section 75 - Staffing	Adult Mental Health (SPFT)	1,610		
	Older People Mental Health (SPFT)	1,175		
	Integrated Community Equipment Store (SCT)	656		
	Community Short Term Services (SCT)	436		
	Substance Misuse (SPFT)	91		
Section 75 - Staffing Total		3,968		
Grand Total		74,807		

* Out of Area Residential placements include East & West Sussex

Budget Strategy for Adult Social Care

Strategic Financial Context

Adult social care continues to deliver services through personalised care and support plans, prevention and supporting carers.

There are important demographic changes in the population of Brighton & Hove which affect our spend. In summary these are:

- A reducing number of Over 65s, but an increased proportion of Over 85s with high and complex needs.

- A growing number of young adults with a complexity of need including mental health, Substance Misuse and homelessness.

Through Personalisation we are continuing to increase choice to individuals about their care and we are supporting them to live as independently as possible.

The focus on adult social care services has been on commissioning. We have re-tendered homecare services and we will continue with this approach for care homes and community meals. We carefully consider the unit cost and the value for money services offer, and where these are provided in house we need to demonstrate the rationale for retaining these services, focussing on effectiveness and efficiency, and how they complement other provision in the city. This has enabled the Council to maintain eligibility criteria under Fair Access to Care at the current level – “substantial and critical” rather than to tighten this.

Through the Extra Care Steering Group, work is underway to identify suitable sites to allow choice and value for money options for providing care and support and we will continue to promote other forms of supported living including the “shared lives” initiative.

The multi agency work on “Troubled Families” and Adults will in the longer term see savings delivered across key partner agencies and local authorities. This work is part of the Stronger Families, Stronger Communities work described elsewhere.

We need to ensure that the quality of services provided in the independent sector is maintained both through ensuring adequate funding and through tight quality control and monitoring by the council.

In the coming two years we will see proposed changes in legislation coming into force. The draft care and support bill will likely put the safeguarding of vulnerable adults into a legal framework. There are other aspects of the draft bill including well-being, advice and information, support needs of broader communities and legal entitlement for carers.

Until the bill is enacted we will not know the details of the new duties and functions we will need to provide.

Tackling Inequalities

Adult Social Care services remain focused on supporting the most vulnerable people in the city, promoting independence to enable people to fulfil their potential. Working with colleagues in mental health services under formal S75 arrangements, we work and support the most complex people in the city through a range of interventions from a clinical nature through to helping people get back to work.

Low level preventative services focus on people accessing mainstream services and support around financial inclusion and isolation.

The budget strategy will support the following draft Corporate Plan commitments:

- Making it easier and more affordable for vulnerable older people to live at home longer, by using the latest assistive technology including Tele-care, falls detectors and bed sensors.

- Reviewing the Safeguarding Board for vulnerable adults and working with those who are subject to safeguarding procedures to inform changes and ensure best practice.

- Developing 50 new extra care housing and supported accommodation units each year for the next 3 years to help people with complex needs to remain in the community.

Creating a more sustainable city.

Recent commissioning, such as homecare is based on geographical data and reduces travel across the city and future developments are based on efficient and sustainable options. Developments such as Extra Care Housing will include sustainable specifications to reduce future energy costs and carbon emissions. We will also support Corporate Plan commitments by implementing relevant actions from the agreed Sustainability Action Plan to meet One Planet Living aspirations for the city.

Engaging people who live and work in the city.

Through our commissioning activity, significant contributions have been made by users of services, third sector, providers and representatives e.g. health watch.

The ‘local account’ on performance and priorities published for the first time on adult social care via the web provided some responses for future development of the local account and a wider stakeholder event is planned for early in the new year. The Local Account summarises what Adult Social Services have done over the past year, how successful they have been and what their future priorities are and is used, in part, by the Care Quality Commission to judge and rate services.

There are also partnership boards and other groups for services or client group issues.

Modernising the Council

Adult Social care staff are both employed in the council and mental health trust. These staff provide high level specialist input and front line care and support staff to care and deliver its key objectives for social care as well as consider how best to shape services to meet with needs of local residents in a cohesive way.

As with Children's Services, the Adult Social Care value for money programme has brought clear benefits which we have been able to extend across a wide range of services as we look to redesign the ways in which we engage with people in need. Our teams are engaging with and have embraced the Workstyles initiative in relevant locations and are developing new efficient working methods to take advantage of ICT investment, new telephony opportunities and customer access changes.

We are also committed to exploring and where appropriate developing new operating models for Adult Social Care including consideration of establishing local authority trading companies.

Services will contribute to other cross-cutting Corporate Plan commitments as follows:

- Contributing to the target of 3% productivity gains and realising associated savings through the Voluntary Severance Scheme.
- Making a major contribution to delivery of the council's overall Value for Money programme.

PEOPLE - Adult Social Care- Summary Budget Savings Proposals 2013/14

	Net Budget £'000	Commissioning £'000	VFM Programme £'000	Other Efficiency Gains £'000	Fees & Charges £'000	Investments / Service pressures £'000	Net Change £'000	Net Change %
2013/14 Savings Proposals	79,515	-2,900	-2,284	-390	0	1,000	-4,574	-6
2013/14 Full year Effect	79,515	-3,275	-2,384	-390	0	1,000	-5,049	-6

2013/14 Proposals	Net Budget £'000	Commissioning £'000	VFM Programme £'000	Other Efficiency Gains £'000	Fees & Charges £'000	Investments / Service pressures £'000	Net Change £'000	Net Change %
Commissioner - People	1,224	-200	0	-50	0	0	-250	-20
Delivery Unit - Adults Assessment	63,903	-1,960	-2,284	-340	0	942	-3,642	-6
Delivery Unit - Adults Provider	14,388	-740	0	0	0	58	-682	-5
Total Adult Social Care	**79,515**	**-2,900**	**-2,284**	**-390**	**0**	**1,000**	**-4,574**	**-6**

PEOPLE – Adult Social Care - 2013/14 Savings proposals

COMMISSIONER - PEOPLE							
Service (including brief description)	**Net Budget £'000**	**Description of Saving Opportunity**	**Saving Type**	**Impact on Outcomes / Priorities**	**Equalities Impact**	**Savings identified 2013/14 £'000**	**Full Year effect of 2013/14 savings £'000**
Commissioning support to Director of Adult Social Care statutory role including contracts	950	Review of support services to include commissioning, performance and development and contract management	Other Efficiency Gains	Costed options to be developed. Will reduce commissioning and contract management capability commensurate with need.	Equalities issues to be addressed once plans are developed	-50	-50
Commissioned services to meet statutory obligations	590	Review of all contracts for services as part of commissioning plans and where appropriate re-specify contracts to meet changing needs. Focus on prevention/early intervention.	Commissioning	Contracts are being reviewed and discussions with providers taking place, including tapering and re-specifying contracts/ contract sums.	EIA 8	-150	-150
Commissioned Community Meals service providing 85,000 meals per annum.	243	Review and re-specify Community Meals in the context of personalisation and the range of options that are currently available. The design process has included the Adult Social Care & Health Overview & Scrutiny Committee which held a workshop in January 2012.	Commissioning	A phased reduction of subsidy will provide time for the use of personal budgets to change and for meals to be targeted to the most vulnerable.	EIA 9	-50	-50
						-250	**-250**

DELIVERY UNIT - ADULTS ASSESSMENT							
Service (including brief description)	**Net Budget £'000**	**Description of Saving Opportunity**	**Saving Type**	**Impact on Outcomes / Priorities**	**Equalities Impact**	**Savings identified 2013/14 £'000**	**Full Year effect of 2013/14 savings £'000**
Meeting assessed needs through	incl below	Jointly commissioned with	Commissioning	Allows vulnerable adults to	EIA 10	-1,640	-1,640

Supported Living and Extra Care Housing		housing to deliver extra care capacity to meet the need identified in the city. Plan to reduce the number of people placed in residential care- options to include the use of Sheltered Accommodation/ Extra Care Housing, 'Shared Lives' and other accommodation.		live healthy independent lives and achieves individual outcomes. Achieves better Value for Money through increased prevention and reduces overall intervention costs			
The service has a duty to meet assessed needs of people with Learning Disabilities within the Fair Access to Care (FACS) criteria	incl below	Develop proposals to implement the Learning Disabilities accommodation and support strategy and consult on the options. Look to utilise the capacity in the city and operate a robust and appropriate service Key areas:- - Supporting move on to greater independence by increasing low level supported living options and modernising 'shared lives'. - Remodel services to provide short term crisis support and for those with the most complex needs to reduce out of area respite and emergency placements.	Commissioning	Based on proposals agreed at Adult Care & Health Committee in September 2012. Detailed implementation plans will need to be in place based on assessed needs of individuals.	EIA 11	-150	-150
These services provide the statutory duty under the NHS and Community Care Act (1990) to assess needs and to provide services to meet those assessed needs.	52,601	Community Care. Scope potential to increase move on by: - further focus on reablement activities - short term interventions - prevention activities - better use of Telecare - better use of in-house residential services	VFM Programme	Value for Money target /Benefits Realisation: Enhanced reablement and better use of assisted technology to reduce numbers going into residential/ nursing homes. Dependent on reviews and provider services. Further savings to include Supported	EIA 12 & 13	-2,284	-2,384

		- improved short term services - continue to maximise sources of funding/income A stretch target of £500k has been included over what was originally planned		Living Strategy (under development) which will require new services to be developed. May require further spend-to-save funding to develop Telecare solutions.			
Joint commissioning provider arrangements	3,738	Look at options for re-modelling staffing arrangements in Assessment Services	Other Efficiency Gains	Efficiency review of integrated staffing and management arrangements	Equalities issues to be addressed once plans are developed	-340	-340
Meeting assessed needs through Home Care	Incl within Community care	Home Care recommissioned to a new specification and contract let from 1 June 2012. Ongoing impact following introduction of the Electronic Care Monitoring System.	Commissioning	New contract gives the opportunity to revise the rates structure and ensure the correct incentives.	EIA 14	-170	-170
						-4,584	**-4,684**

DELIVERY UNIT - ADULTS PROVIDER							
Service (including brief description)	**Net Budget £'000**	**Description of Saving Opportunity**	**Saving Type**	**Impact on Outcomes / Priorities**	**Equalities Impact**	**Savings identified 2013/14 £'000**	**Full Year effect of 2013/14 savings £'000**
Small registered residential homes and supported living, includes Respite Services and Shared Lives scheme	4,509	Develop proposals for the in house service to implement the Learning Disabilities accommodation and support strategy and consult on the options. In house service to refocus on short term crisis intervention and those with the most complex needs. Potential capital receipts for the Council when properties become vacant which may need to be reinvested in alternative	Commissioning	Delivers improved VFM. Tackling inequality by providing more homes and enhanced independence for people with learning disabilities who have highest level of needs. Focuses the accommodation service on a smaller number of houses to improve sustainability. Detailed implementation plans will need to be in place.	EIA 11	-465	-465

		service provision. -reduce unit costs - In-house service to focus on those with the most complex needs.					
Services provided during the day for older people and older people with mental health needs to enable them to continue living independently and to provide carer relief	2,305	Day Activities. Option appraisal is in development with focus on in-house building based day activities and contract for services provided in the independent sector. Proposal to be developed for consultation.	Commissioning	Commissioning plan being developed. Tiering activity, providing building based services for people with highly complex needs and carer support and a 'hub and spoke' model for other people assessed as needing support. Implementing the Embrace model to provide universal support to communities. (NB Excludes mental health services which are subject to a separate joint commissioning plan with the NHS)	EIA 15	-150	-150
All current in house provider services including residential accommodation, community based services and day provision		Explore future models for delivery of services that deliver statutory services in the most cost effective way, and explore models of provision for non statutory services for vulnerable people. The savings associated with this could be across both the provider and assessment service.	Commissioning	Improves VFM by exploring different ways in which statutory services could be delivered.	EIA 16	-125	-500
						-740	**-1,115**
TOTAL SAVINGS - ADULT SOCIAL CARE						**-5,574**	**-6,049**

ADULT CARE & HEALTH COMMITTEE	Agenda Item 49 Brighton & Hove City Council

Subject:		**Sussex Integrated End of Life and Dementia Care Pathway**		
Date of Meeting:		**18 March 2013 (Adult Care & Health Committee** **25 March 2013 (Joint Commissioning Board)**		
Report of:		**Geraldine Hoban – Chief Operating Officer, Brighton & Hove CCG**		
Contact Officer:	**Name:**	**Simone Lane**	**Tel:**	**01273 574776**
	Email:	**simonelane@nhs.net**		
Key Decision:	**No**			
Ward(s) affected:		**All**		

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT:

1.1 The Pan Sussex Integrated End of Life and Dementia Care Pathway has been developed through multi-agency and multi-disciplinary stakeholder group collaboration across Sussex as part of the End of Life Care in Dementia Regional Innovation Funded project for NHS Sussex. It is part of the Joint Dementia Plan for Brighton and Hove.

1.2 The pathway comprises six phases:

1. Recognising there is a problem (awareness)
2. Discovering that the condition is dementia (assessment, diagnosis & involving the person with dementia in planning for their future care including end of life)
3. Living well with dementia (maximising function & capacity and planning for the future to enhance wellbeing)
4. Getting the right help at the right time (accessing appropriate & timely support. Reviewing advance care plans)
5. Nearing the end of life, including the last days of life (palliative care & ensuing advance care plans are reviews and respected)
6. Care after death (supporting relatives & carers to maintain wellbeing)

The knowledge and skills required by health and social care practitioners in order to successful deliver the integrated dementia care pathway are also identified as are the information needs of people with dementia, relatives and carers.

1.3 The Brighton and Hove Clinical Commissioning Group Strategy Group supports implementation of the pathway as agreed at the meeting on 8th January 2013.

2. RECOMMENDATIONS:

2.1 That the pathway to be approved for implementation to enable health and social care providers to ensure that the needs of people with dementia are integrated into end of life care planning, service specifications and contractual agreements.

3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS:

3.1 A *National Dementia Strategy* (NDS) (2009 updated in 2010) aims to **improve end of life care for people with dementia (Objective 12)**

3.2 The *End of Life Care Strategy 2008* key areas for improvement include:

- **identifying people approaching the end of life**
- **advance care planning**
- **rapid access to care**
- **delivery of high quality services in all locations**
- **involving and supporting carers**
- **workforce development**

All of these are included in the integrated pathway.

3.3 The pathway supports the achievement of the following priorities as stated in *The NHS Outcomes Framework 2012/3* - **Domain 2: Enhancing quality of life for people with long term conditions - Domain 4: Ensuring that people with dementia have a positive experience of care** This supports the key priorities of acute hospital admission avoidance; reduced length of stay and enabling people to die in their preferred place of care.

3.4 **Local Context**

The implementation of the integrated end of life care and dementia care pathway is part of the Joint Dementia Plan approved at the Joint Commissioning Board in February 2012.

Dementia is one of the priorities of the shadow Health and Wellbeing Board and it is included in the Joint Health and Wellbeing Strategy which will be ratified once the board is formally constituted in April 2013.

4. COMMUNITY ENGAGEMENT AND CONSULTATION

4.1 The Sussex Integrated End of Life and Dementia Care Pathway has been developed through multi-agency and multi-disciplinary stakeholder group collaboration across Sussex. In Brighton and Hove the following organisations were involved in either the stakeholder group or in consultation:

- Brighton and Hove PCT/CCG
- Brighton and Hove City Council – Adult Social Care
- Brighton and Sussex University Hospital Trust
- Sussex Partnership Foundation NHS Trust
- Sussex Community Trust
- The Martlets Hospice
- The Alzheimer's Society
- The Carers Centre
- The Mediation Centre
- LiNK
- People with dementia, their relatives and carers
- South Coast Ambulance Service
- South East Health (Out of Hours Service)

- Nursing Homes, Residential Care Homes and Domiciliary Care Providers via provider forums

5. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

5.1 The pathway has been analysed by commissioners and no financial implications were identified as all key actions for practitioners to implement were either already within existing plans and budgets or identified as highlighting best practice.

Finance Officer Consulted: Debra Crisp Date: 18/02/13

Legal Implications:

5.2 All actions within the pathway and related to implementation are identified as highlighting best practice and flow from the National and Local policy and Guidance described in the body of this Report and are within the current responsibilities of statutory organisations and as described in the Joint Dementia Plan.

As identified in the body of this report consultation has been undertaken with a wide range of interested and potentially affected persons.

In implementing the plan regard must always be paid to individuals' Human Rights enshrined in the Human Rights Act 1998

Lawyer Consulted: Sandra O'Brien Date: 06/03/13

Equalities Implications:

5.3 This was carried out as part of the Join Dementia Plan

Sustainability Implications:

5.4 This would be included in the existing work as described in the Joint Dementia Plan

Crime & Disorder Implications:

5.5 Nil

Risk and Opportunity Management Implications:

5.6 The drive to increase the number of people being cared for and dying in their preferred place of care may increase demand for hospice at home and domiciliary care.

Public Health Implications:

5.7 The number of people with dementia who currently have an advance care plan in place early in their condition is limited. This limits the level of forward planning to

ensure appropriate and adequate services and support are in the persons' preferred place of care and death. This leads to a higher incidence of unplanned hospital admission and medical intervention as well as earlier admission to residential or nursing home care.

Corporate / Citywide Implications:

5.8 Not applicable.

6. EVALUATION OF ANY ALTERNATIVE OPTION(S):

6.1 The development of an integrate end of life and dementia care pathway was identified as a need in response to both the National Dementia Strategy and the End of Life Care Strategy and reflects the identified needs and consultation locally.

7. REASONS FOR REPORT RECOMMENDATIONS

7.1 To ensure the pathway is successfully implemented across Brighton and Hove and fulfil the requirements as described in the Join Dementia Plan.

SUPPORTING DOCUMENTATION

Appendices:

1. The Sussex End of Life and Dementia Care Pathway

2. The Brighton and Hove Stakeholder Group – terms of reference and members

Documents in Members' Rooms

1. None

Background Documents

1. None

The Pan Sussex Integrated End of Life and Dementia Care Pathway has been developed through multi-agency and multi-disciplinary stakeholder group collaboration across Sussex as part of the End of Life Care in Dementia Regional Innovation Funded project for NHS Sussex.

The pathway comprises six phases:

1. Recognising there is a problem (awareness)
2. Discovering that the condition is dementia (assessment, diagnosis and involving the person with dementia in planning for their future care)
3. Living well with dementia (maximising function and capacity to enhance wellbeing and planning for future care including end of life)
4. Getting the right help at the right time (accessing appropriate and timely support. Reviewing advance care plans)
5. Nearing the end of life, including the last days of life (palliative care and ensuring advance care plans are reviewed and respected)
6. Care after death (supporting relatives and carers to maintain wellbeing)

Each phase identifies what people with dementia, relatives and carers need; what support is available in Sussex to support that and what has to happen to ensure that the support available meets those needs.

Through this process the knowledge and skills required by health and social care practitioners to successfully deliver the integrated dementia care pathway have been identified, alongside the information needs of people with dementia, their relatives and carers.

The core document is being used to develop:

- flow diagrams to provide an easily accessible guide to the pathway for practitioners
- an information leaflet for people with dementia, their relatives and carers that will describe the pathway and explain what information and support to expect at each phase

The Pan Sussex Integrated End of Life and Dementia Care Pathway

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	**Discovering that the condition is Dementia**	**Living Well with Dementia**	**Getting the right help at the right time**	**Nearing the end of life including care in the last days of life**	**Care after death**

Discussions about end of life care

Co-ordination, monitoring and reviewing care and support

Phases		Key Activities for Practitioners
1	**Recognising there is a problem**	**Ensure** information is available to help people to recognise and understand dementia and know what support and options are available **Raise** dementia awareness / education through patient participation groups community groups etc **Involve** others to create dementia friendly communities **Work** to shift the culture and attitudes of both the public and practitioners to one of positive management of the condition and an understanding of the impact of dementia on individuals, their relatives and carers
2	**Discovering that the condition is Dementia**	**Refer** to Memory Assessment Services for early diagnosis & support **Timely** access to information, advice and support (post diagnosis/on-going) **Recognise** and support the information needs of relatives / carers including understanding dementia, impact on daily living and options available **Initiate** a conversation regarding living well and planning future care **Recognise** and support the person's spiritual and cultural needs
3	**Living Well with Dementia**	**Work** with the person, their relatives, carers and others to support continued wellbeing, promote an active life and inclusion **Include** on Dementia / Register to ensure regular monitoring and review **Initiate /review** Advance Care Plan (ACP) discussion in annual dementia review **Be alert** to prompts and cues to initiate *Conversations for Life* (ACP) **Support** completion of *'This is Me'* (or equivalent); give '*This is Me Bag*' to assist communication, understanding and support given **Timely** access to information, advice e.g. benefits, activities, care, respite etc **Normalise** dementia, promote inclusion, awareness and understanding **Recognise** and support person's spiritual and cultural needs
4	**Getting the Right Help at the Right Time**	**Review** ACP /Advance Directive to Refuse Treatment regularly and prior to any intervention **Contingency** plans in place to manage unexpected deterioration **Timely** and appropriate referral to specialists as need arises **Assess** mental capacity as required **Consider** Gold Standards Framework / End of Life Care Register when condition changes / deteriorates **Support** completion of ACP if / when admitted to residential or nursing care **Rapid** access to crisis support (essential to know about local services) **Timely** access to information, advice for relatives / carers about common changes; what to do to avoid crisis; who to contact; care and support options **Promote** use of technology to support independence
5	**Nearing the end of life including care in the last days of life**	**Monitor** and review well-being and progression of dementia **Use** clinical prognostic indicators to recognise the dying phase **Review** ACP, agree and communicate management care plan to all involved **Include** on Gold Standards Framework / End of Life Care Register **Consider** palliative care and refer appropriately **Support** relatives understanding & acceptance of the dying phase **Access** appropriate, sufficient support and funding to enable person to be cared for according to their ACP wishes **Implement** Liverpool Care Pathway as appropriate **Recognise** and support person's spiritual and cultural needs
6	**Care after death**	**Provide** advice and support relatives / carers spiritual and cultural needs **Signpost** relatives and carers to appropriate practical bereavement support **Support** practitioners and others to achieve 'closure', reflect and learn

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3. Living well with dementia (maximising function and capacity to enhance wellbeing and planning for the future including end of life)
4. Getting the right help at the right time (accessing appropriate and timely support. Reviewing advance care plans)
5. Nearing the end of life, including the last days of life (palliative care and ensuing advance care plans are reviewed and respected)
6. Care after death (supporting relatives and carers to maintain wellbeing)

Each phase identifies what people with dementia, relatives and carers need; what support is available in Sussex to support those needs and what needs to happen to ensure that the support available meets those needs.

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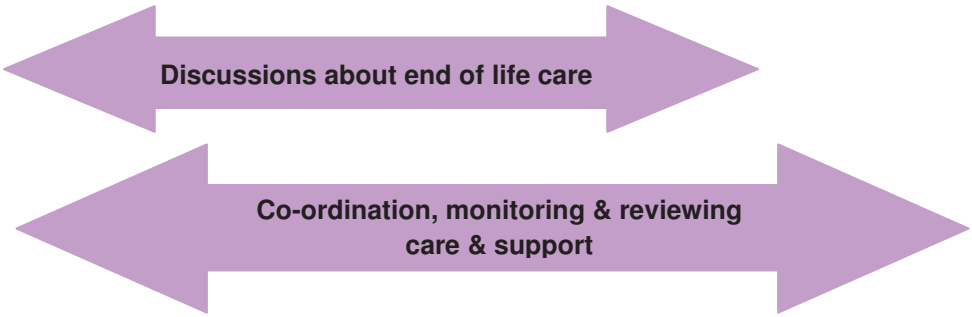
Through this process the knowledge and skills required by health and social care practitioners to successful deliver the integrated dementia care pathway have also been identified as well as the information needs of people with dementia, relatives and carers.

The core document is being used to develop:

- flow diagrams to provide an easily accessible guide to the pathway for practitioners
- an information leaflet for people with dementia their relatives and carers will describe the pathway, what information and support to expect at each phase

The Pan Sussex Integrated End of Life and Dementia Care Pathway

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death



Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death

Phase 1 Recognising there is a problem		
NEEDS of people with dementia, their relatives and carers	**SUPPORT available**	**What needs to HAPPEN for support to meet needs**
Greater general public awareness & education regarding dementia (signs, types and ways to live well) to remove stigma and normalise dementia so people feel able to seek advice earlier in the knowledge they will be taken seriously and their concerns listened to and acted upon. **Widely** available information easy to access, clear, factual, practical & prompts people to seek help **One** point of contact to provide consistent advice & guidance **Knowledgeable** and supportive professionals who recognise the signs and symptoms of dementia, including those of early onset, the needs of the relatives/carers, and can signpost to other appropriate support services **Access** to timely assessment and diagnosis with no avoidable delays **Support** & contact through whole process including pre-diagnosis for person, their relatives/carers **Access** to support & dementia education to empower people to be as independent as possible & fully involved in decision making	**Person's** own networks i.e. family, friends, neighbours, employers; housing providers; wider society and/or community they have regular contact with, **Health** & Social Care professionals they have contact with **Primary** Care: General Practitioner, Integrated Primary Care Team (IPCT) or Neighbourhood Support Team (NST) **Secondary Care:** Acute hospitals **Information** sources e.g. leaflets; internet; media & media campaigns; the NHS Choice; The Alzheimer's Society; Age UK; Carers Centres and organisations	**Increased** public & professional awareness of dementia through wider availability of clear & concise information about dementia **Increased** knowledge, skills & awareness of directly involved professionals of the integrated dementia care pathway: how to access information & support, to improve signposting & consistency of service **Shift** in culture and attitude (clinicians & public) to one of positive management of condition & understanding impact of dementia **Robust assessment system** – including single point of access e.g. a dementia information/helpline line **Counselling** offered early to person with dementia, relatives and carers **Early** & timely access & referral to services to support relatives / carers **Recognition** of relative/carer as partner in care by professionals **Offer** routine dementia screening for over 60s **Within** Learning Disability - assessing/ identifying or diagnosing early to establish a baseline as benchmark for ongoing assessment

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Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death

Phase 2 Discovering that the condition is Dementia		
NEEDS of people with dementia, their relatives and carers	**SUPPORT available**	**What needs to HAPPEN for support to meet needs**
Timely access to specialist assessment & diagnosis **Honest** & effective communication of diagnosis, prognosis & time to absorb & discuss implications e.g. treatment options, legal considerations; planning future care **Professionals** have positive approach to future & focus on persons' abilities (assets) **To be empowered** & retain control via access to relevant information & support to be make own choices **Appropriate** signposting & referral to enable the person to 'live well with dementia' and maximise their independence. **Appropriate** information sharing by professionals to improve communication & response times **A 'What Next?'** information pack – signposting to support services, etc **Access** to ongoing, appropriate specialist support for treatment / medication etc **Single** source of ongoing support **Access** to Carer Assessment & support **Option** for genetic counselling	**Initial** Assessment by GP, Health & Social Care professionals or acute hospital **Referral** to Memory Assessment Service (MAS) for assessment by Multi-Disciplinary Team **MAS** Dementia Advisors /support workers **GP**, IPCT/ NST **Geriatricians** & other healthcare specialists **Living Well** with Dementia Team / Community Mental Health Team/Community Psychiatric Nurses **Adult** Social Care **Outreach** services e.g. for BME, LGBT groups **Community** Learning Disability Team (CLDT) **Alzheimer's** Society **Dementia UK** Admiral Nurses **Age UK** **Acute** Hospitals Dementia Champions **Counsellors** **Lawyers** & Citizen's Advice re: Lasting Power of Attorney, Wills; employment rights etc **Department** of Work & Pensions (DWP) **Local** Community groups **'ROCK'** – website http://www.sussexpartnership.nhs.uk/service-users/wellbeing/rock	**Increase** professionals awareness & understanding of available sources of support, improve signposting & access to medication & treatment **Requirement** for referral to MAS confirm diagnosis **Access** to counselling for person with dementia **Timely** access to carers assessment **Improved** shared information systems across agencies **Allocated** Key worker e.g. dementia adviser **Support** from appropriate professionals '**One** stop shop' / specialist centre for holistic dementia care **Comprehensive**, timely & accurate information e.g. a "Check list" **Post** diagnostic review to ensure person/carer has understood diagnosis **Place** on dementia or Long Term Conditions Register **Initiate** Advanced Care Planning to facilitate choices **Use** professional patient /carer as means of support

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Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death

Phase 3 Living Well with Dementia		
NEEDS of people with dementia, their relatives and carers	**SUPPORT available**	**What needs to HAPPEN for support to meet needs**
Holistic assessment of needs & circumstances **Coordinated** services **Regular**, open, honest communication **Opportunities** to talk about concerns & future plans **Advice** & support to enable person to 'live well' **Support** from professionals to start future planning earlier e.g. ACP*, ADRT** LPAs*** **Screening** & management of other health conditions **Early** intervention to resolve issues & enable person to continue 'living well' **Timely** access to treatment / medication to maintain optimum function **Legal** & financial advice for now & future **Dementia** education for person, relative(s) / carers **Opportunity** to record life story 'This is Me' etc **Knowledgeable** & skilled named worker to support, navigate, coordinate, provide continuity & plan **Access** to employment / education for person & carer	**Own** networks - Family, friends, neighbours, community, local clubs & social activities **Primary** Care **-**G.P/ IPCT /NST Community Nurse/ Social Worker; other supporting health & social care professionals **Memory** Assessment Service support, care, treatment, review – signposting to other services. Regular multidisciplinary review with key worker & others (may change during different stages). **Proactive** Care Services **Adult** Social Care – support & access to Personal Budget **Complimentary** therapists **Housing** providers e.g. housing associations; landlords; sheltered & extra-care; Telecare **Living Well** with Dementia Team / Community Mental Health Team/Community Psychiatric Nurses Community Learning Disability Team (CLDT) **Dementia** Specialist Nurse / Admiral Nurse **Crisis** /emergency support & advice e.g. Out of Hours Doctor Service (OOH) / One Call & Rapid Assessment & Intervention Team	**Advance** Care Planning is a routine practice e.g. included in annual dementia review by GP **Well** written, easy to follow information with contacts **Regular** holistic wellbeing check involving relatives /carers & providing information to maintain optimum physical health **Primary** Care / GP clinics to monitor & promote health & wellbeing & healthy diet to optimise brain function **Professionals** to encourage people to talk & ask questions **Helpline** **Forum** to share strategies & ideas developed by carers **One** contact point to improve co-ordinated response **Effective** & efficient communication & information sharing between services **Information** available in different formats **Involving** next of kin / carer **Support** to relatives/carers access information & resources **Access** to services based on need not labels

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Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death

Phase 3 Living Well with Dementia		
NEEDS of people with dementia, their relatives and carers	**SUPPORT available**	**What needs to HAPPEN for support to meet needs**
Timely access to Carers Assessments & referral for to carers support services **Appropriate**, timely advice & access to benefits **Professionals** to know appropriate advice sources **Support** for person, relative(s)/carers to deal with emotional impact of diagnosis & plans for future **Relatives** /carers to know signs of deterioration & where to seek help & advice **Culturally** sensitive services **Dementia** friendly communities (incl. legal services & banks regarding LPAs***) **Ease** of access to range of integrated services to retain choices & control of their life **Flexible** approach supporting people with dementia in acute hospitals **Rapid** access to emergency / crisis support	Dementia CRISIS Team / South East Coast Ambulance Service (SECAmb) /Acute hospitals **Managing** legal affairs - Lawyer & Office of Public Guardian **Dementia** friendly communities **Support** groups for people with dementia & their families e.g. Alzheimer's Society / Age UK / Voluntary organisations and Charities/Day Care Services /Activity & Lunch Clubs / Specialist groups /clubs / Advocacy Services / Mediation Services **Residential** Care & Nursing Homes / Domiciliary Care **Carers** Support Services **Hospice** @ Home **Benefits Advice** – to access appropriate benefits as well as debt counselling etc **Department** of Work & Pensions (DWP) **Completing** a 'This is Me/This is About me' document and ensuing copy is kept and transferred with person between services **Specialist** medical services e.g. incontinence service, optician, dentist	**Encourage** & support completion of 'This is Me' or equivalent **This is Me Bag** made available to store important information **Access** to high quality respite care **Dementia** friendly communities **Consistent** emergency out of hours support **Appropriate** safeguarding processes in place

*ACP – Advance Care Plan ** ADRT – Advance Directive to Refuse Treatment *** LPA – Lasting Power of Attorney

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Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death

Phase 4 Getting the right help at the right time		
NEEDS of people with dementia, their relatives and carers	**SUPPORT available**	**What needs to HAPPEN for support to meet needs**
Personalised & crisis plans for timely & appropriate, 24/7 support **Rapid** access to services to avoid crises e.g. timely referral to specialists **Prompt** responses in crisis **Professionals** who understands person & family /carers needs & limitations, listens & includes **Opportunities** to review Advance Care Plan **Education** of relatives/ carers to recognise changes/ deterioration / end of life **Knowledgeable** & skilled named worker to support, navigate, coordinate, provide continuity & plan **Regular** wellbeing reviews to identify change/deterioration **Access** to holistic assessment, care & treatment / multi-disciplinary team and/or specialist interventions **Prompt** access to services & information in a crisis **Timely** information to support future planning	**Support** wellbeing & decision making in person's best interests - early involvement & information about what is helpful **Own** networks - Family, friends, neighbours, community, local clubs & social activities **Primary** Care **-**G.P/ IPCT /NST /Community Nurse/ Social Worker; other supporting health & social care professionals **Proactive** Care Services **Continuing** Health Care Assessment & Funding **Adult** Social Care – support & access to Personal Budget **Complimentary** therapists **Housing** providers e.g. housing associations; landlords; sheltered & extra-care; Telecare **Living Well** with Dementia Team / Community Mental Health Team/Community Psychiatric Nurses/ Community Learning Disability Team (CLDT) **Dementia** Specialist Nurse / Admiral Nurse **Crisis** /emergency support & advice e.g. Out of Hours Doctor Service (OOH) / One Call / Rapid Assessment & Intervention Team /	**Different** specialists provide right care, right time, right support a) Advance Care Planning b) Contingency / alternatives knowing options & contacts **Listening** to the person with dementia, relatives/ carers treating as 'partners in their care' **Training** to improve practitioner knowledge, understanding & skills (including decision making skills) of support services available **Information** available in different formats **Access** to appropriate advocacy support **Normalising** life e.g. socialising and enjoying life **Support** services available 24/7 - a Sussex helpline? **Increased** use of technology to support independence e.g. sensor mats; alarms **Access** to specialist practitioners e.g. Psychiatrist/ IPCT/ NST **Annual** Wellbeing checks **Specialist** & 'dementia friendly' wards/ units in general hospitals

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Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death

Phase 4 Getting the right help at the right time		
NEEDS of people with dementia, their relatives and carers	**SUPPORT available**	**What needs to HAPPEN for support to meet needs**
Access to appropriate rolling respite, home support, day care / activities to support family/carer wellbeing **Information** regarding appointments etc to be sent to family/carer **Support** to access to benefits etc **Prompt** access to additional funding e.g. Continuing Heath Care (CHC)for end of life care **Access** to Carers groups to support relatives and carers	Dementia CRISIS Team / SECAmb / Acute hospitals **Dementia** friendly communities **Support** groups for people with dementia & their families e.g. Alzheimer's Society / Age UK / Voluntary organisations/visiting service & Charities /Day Care Services /Activity & Lunch Clubs / Specialist groups /clubs / Advocacy Services / Mediation Services /Samaritans **Residential** Care & Nursing Homes / Domiciliary Care **Carers** Support Services **Hospice** @ Home **Benefits Advice**, DWP Lawyer & Office of Public Guardian **Specialist** medical services e.g. incontinence service, optician, dentist	**Carers** centre & carers forum **GP** surgeries with touch screen to access websites & someone to help **Empowering** relatives and carers through education & information to recognise needs and access support **Improve** information to raise awareness of support available **Advance** Care Planning is routinely completed upon admission to residential / nursing care homes

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Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death

Phase 5 Nearing the end of life including care in the last days of life		
NEEDS of people with dementia, their relatives and carers	**SUPPORT available**	**What needs to HAPPEN for support to meet needs**
Early planning to maximise possibility of person being supported in their preferred place of care **Information** & education for family/carers & professionals about last stages of life **Professionals** who understand & respond to the persons' priorities, wishes & cultural needs **Review** of & respect for, wishes stated in ACP; ADRT etc & support to implement **Treated** with dignity & respect & according to the persons' expressed wishes **Knowledgeable** & skilled named worker to support, navigate, coordinate, provide continuity & plan **Continuity** of medical, social, spiritual, emotional & practical care & support for the person, family /carer & which facilitates the persons preferences & choices **Access** to good quality end of life care/ palliative care including symptom control **Access** to counselling for family/carers if appropriate **Pre-bereavement** care for family/carer	**Support** to die in preferred place of care through own networks – family, carers etc **Primary** Care -G.P/ IPCT /NST /Community Nurse/ Social Worker; other supporting health & social care professionals **Health** condition monitored & reviewed through GP's End of Life Care register & gold Standards Framework meetings & Liverpool Care Pathway **Proactive** Care Services **Continuing** Health Care Assessment & Funding **Adult** Social Care – support & access to Personal Budget **Complimentary** therapists **Residential** Care & Nursing Homes / Domiciliary Care **Carers** Support Services **Hospice** @ Home **Review** of Advance Care Plans Advance Decisions to refuse treatment (ADRT)/ DNACPR by G.P. & IPCT/NST **Holistic** support from Hospice @ Home, Hospice Multi Disciplinary Team 'Just in Case Medications', Advanced Care Nurse Practitioners, MacMillan Community Team Integrated Night Sitting Service, End of life co-ordinators & equipment	**Improve** professionals ability to recognising "Dying Phase" **Continuity** of care through care journey with named healthcare professional with defined responsibility for communicating changes to all involved & who coordinates ACP/ADRT/DNACPR **All** professionals understand persons' emotional & spiritual needs & who to contact for specialist emotional support **Review** of ACP / LPA / ADRT /DNACPR & preferred place of care (PPC) & implemented according to person's wishes **Hospitals** discharge people with clear care advice, information & contact details **Timely** assessment & response for Continuing Care Funding (CHC) to ensure appropriate / increased support to reduce fear of inadequate access to appropriate end of life care **Improve** access to specialist services & equipment **Access** to information , appropriate support & services **Retaining** GP's in nursing homes

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Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death

Phase 5 Nearing the end of life including care in the last days of life		
NEEDS of people with dementia, their relatives and carers	**SUPPORT available**	**What needs to HAPPEN for support to meet needs**
Dying with dignity in place of choice	**Spiritual** support from local churches/faith support **Community** Learning Disability Team (CLDT) **Dementia** Specialist Nurse / Admiral Nurse **Crisis** /emergency support & advice e.g. Out of Hours Doctor Service (OOH) / One Call / Rapid Assessment & Intervention Team / Dementia CRISIS Team / SECAmb / Acute hospitals	**Co-ordinated** Teamwork with all services involved **Access** to EOLC Support/Adviser – EOLC register and discussion at Gold Standard framework meetings (GSF) **Emotional** and Social support for carers e.g. Pre death course; pre bereavement support (including counselling) **Implement** Liverpool Care Pathway (LCP) as required **Family/carers** to review funeral arrangements /support options

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Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
Recognising there is a problem	Discovering that the condition is Dementia	Living Well with Dementia	Getting the right help at the right time	Nearing the end of life including care in the last days of life	Care after death

Phase 6 Care after death		
NEEDS of people with dementia, their relatives and carers	**SUPPORT available**	**What needs to HAPPEN for support to meet needs**
Recognition that the end of life does not stop at the point of death **Ensuing** person's wishes are respected regarding care after death **Empathic** support for family & carer including timely verification of death; out of hours support - emotional, spiritual, practical care & bereavement support with opportunities to talk & grieve **Sensitive** post bereavement support –especially important if there are issues regarding carrying out individuals wishes **Information** & practical support regarding registering death; financial affairs; who needs to be notified & post bereavement support **Named** person to continue family/carers support for a period of time **Access** to counselling if appropriate **One** central contact point & information shared by all professionals **Support** & information about bereavement support	**Bereavement** & practical support through family, friends **G.P.** & IPCT/NST **Hospice** @ Home Hospice Bereavement Team **Dementia** Specialist Nurse / Admiral Nurse / Advanced Care Nurse Practitioners/ Community Learning Disability Team (CLDT) **Support** within community **Spiritual** support of their choosing; **Carers** Support Groups **Local** bereavement support groups e.g. run by religious & voluntary groups **CRUSE** **Admiral** Nurse support **Practical** support with financial arrangements from: **DWP** Bereavement Service **Funeral** Directors **Carers** Centre **Samaritans**	**Family**/carers encouraged to use bereavement services & care at point of death **Support** available to help with practical arrangements **Recognition** that both relatives & practitioners may require 'closure' & facilitating this **Funding** for carer groups to recognise need for post bereavement support e.g. Bereavement care – new beginning course - need to include in prospectus funding **Identifying** the carer and their role – financial, social, psychological **Timely** & appropriate referral to services e.g. counselling/ support groups **Care** co-ordinator to follow up relatives/ carer - Carers groups – ongoing support / counselling

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End of Life Care in Dementia Project

Brighton and Hove Stakeholder Group

Terms of Reference

Introduction

The overall aim of the End of Life Care in Dementia project is to improve end of life care for people with dementia across Sussex, so that more people with dementia die in their preferred place of death, with dignity, without undue pain and with their advance wishes respected. Specific objectives are:

1. To increase advanced end of life care planning for people with dementia
2. To develop a comprehensive care pathway for people with dementia at the end of life
3. To ensure staff caring for those with dementia and nearing the end of their life are equipped with the skills to deliver safe, high quality care.

Purpose of the Brighton and Hove Stakeholder Group

The aim of the Stakeholder Group is to support the delivery of the End of Life Care in Dementia project aims and objectives within the Brighton and Hove locality.

Functions

The Stakeholder Group will work together to share knowledge, skills and expertise and through this to:

- develop a comprehensive and integrated care pathway for people with dementia at the end of life which includes advance care planning
- develop and agree local joint action plans for implementing the integrated care pathway including arrangements for monitoring and reviewing progress
- develop and agree local protocols to support best practice
- identify learning and development needs related to end of life care in dementia
- contribute to the evaluation of the End of Life Care in Dementia Project

Accountability

The Brighton and Hove End of Life Care in Dementia Stakeholder Group is accountable to the following:

- The End of Life Care in Dementia Steering Group
- Brighton and Hove Clinical Commissioning Group
- NHS Sussex
- NHS South of England

Meetings

At Lanchester House Brighton at 9.30pm-12.30pm
Monday 7th January 2013
Monday 18th February 2013

Membership of the Brighton and Hove Stakeholder Group 10.12.12

Brighton & Hove CCG	Deidre Prower Dr Christa Beesley	Practice Nurse Brighton General Practitioner – Brighton
Brighton & Hove PCT	Kate Hirst Anthony Flint	Dementia Commissioner EoLC Commissioner
Sussex Partnership Foundation NHS Trust	Jeanette Waite James Cadel Anne Fellbaum	Practice Development Facilitator Social Worker CMHT Care Homes InReach Team
Sussex Community Trust	Lesley Oates Sarah Rogers	End of Life Care Co-ordinator Clinical Services Manager EoLC
Brighton & Sussex University Hospitals NHS Trust	Lucy Frost Dr Mark Bayliss Dr Jo Preston Jane Stokes	Dementia Champion Consultant Geriatrician Registrar Elderly Care End of Life Care Facilitator
The Martlets Hospice	Jackie Windsor Imelda Glackin	Education Manager Service Development
Brighton & Hove City Council Social Services	Tim Wilson Kevin Murphy Rosemary Mitchener Naomi Cornford	L&D Officer Independent Sector L&D Lead Care Manager Clinical Quality Review Nurse
Alzheimer's Society	Sophie Mackrell	Support Services Manager
Carers	Sheila Killick	Carers Support Service
Residential and Nursing Homes		Through BHCC Provider Forum
Domiciliary Care Providers		Focus group & BHCC Provider Forum
Learning Disability Provider	Chris Bland	Operations Manager Grace Eyre Foundation
SECAmb	Elizabeth Davis	EoLC Lead
South East Health OOH	Dr Robin Warshfsky	Assistant Medical Director
Voluntary Sector	Alice Sharville	B&H Independent Mediation Service
Lay Member (carers)	Sheila New	

Cc in and will attend as and when required

Eleanor Langridge
10th December 2012
Version 8

ADULT CARE & HEALTH COMMITTEE	Agenda Item 50 Brighton & Hove City Council

Subject:		**Adults Section 75 Review**	
Date of Meeting:		**Adult Social Care and Health Committee – 18/03/13 Joint Commissioning Board – 25/03/13**	
Report of:		**Denise D'Souza – Director of Adult Social Care**	
Contact Officer:	**Name:**	**Geraldine Hoban – Chief Operating Officer, CCG**	**Tel: 01273 574 863**
	Email:	**Geraldine.Hoban@nhs.net**	
Key Decision:	**No**		
Ward(s) affected:		**All**	

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT:

1.1 Due to changes in law introduced by the Health and Social Care Act 2012 the PCT will cease to exist as a lawful body on 31st March 2013. From April 1st, the CCG will become the accountable body for commissioning the majority of healthcare provision in the City. Joint commissioning agreements with the Council therefore need to be revised in order to reflect the new commissioning landscape and changes to legal responsibility for Public Health functions that transfer solely to the Council. This paper outlines revisions to the Adults Section 75 Agreement between the Council and the Clinical Commissioning Group which need to come into effect on 1st April 2013 in order to reflect the changes in law..

1.2 This paper also outlines proposals for arrangements for the streamlining of future meetings of the Joint Commissioning Board and this Committee.

2. RECOMMENDATIONS:

2.1 Committee is asked to:

(i) Note the requirement to revise the Section 75 Agreement to reflect changes in the law
(ii) Agree the revisions to the Section 75 Agreement in order to comply with the changes in the law
(iii) Note the proposals for amendments to the arrangements for future meetings of the Joint Commissioning Board

3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS:

3.1 Background

3.1.1 The CCG and Council are committed to maintaining both formal joint commissioning agreements, namely the Section 75 for Children's Services and the Section 75 for Adults' Services.

3.1.2 In preparation for the CCG becoming the accountable body for commissioning healthcare in the City on 1st April 2013, both agreements need to be updated to reflect the new commissioning landscape.

3.1.3 The Council is leading on the review of the Children's Section 75 and the CCG is updating the documentation for Adult Section 75 Agreement.

3.1.4 A working group comprising the Chief Operating Officer from the CCG, Director of Adult Social Care from the Council and various joint commissioning leads have reviewed and updated the document. Templates supplied by DAC Beachcroft (lawyers supporting a number of CCGs nationally in updating formal joint commissioning agreements) have been used as the basis for the revised Agreement. The resulting draft Agreement has been fully considered and commented on by the Council's legal team.

3.1.5 Service areas and associated will be reviewed to ensure they are up to date and the vast majority of the ways of working and governance around the formal agreement remains the same.

3.1.6 All significant elements of the revised Agreement are summarised below and a full version of the draft document is attached as an appendix.

3.2 Duration of the Agreement

3.2.1 In accordance with past and current practice the revised agreement is for a three year period commencing 1st April 2013. The agreement can be amended, terminated or extended in accordance with clauses set out in the documentation.

3.3 Jointly Commissioned Service Areas

3.3.1 Given changes to commissioning responsibilities and funding flows the service areas to be jointly commissioned required updating as below:

Previous Section 75 – Removed from New Version	**Rationale for Change**
HIV/AIDS Support Grant Funded Services	Now solely commissioned by the Council so no longer need for formal joint arrangements
Substance Misuse Services	Now solely commissioned by the Council so no longer need for formal joint arrangements
Learning Disability	Now solely commissioned by the Council so no longer need for formal arrangements
Older People's Mental Health Services	No longer separated as a discrete service area but incorporated into generalist mental health and dementia sections.
Previous Section 75 – Remains in New Version	
Integrated Community Equipment – see schedule 5 section 1.1	
Mental Health – schedule 5 section 1.5	
Short Term Services – see schedule 5 section 1.7	
New Section 75 – Not in Previous Version	
Personalisation and Support – see schedule 5 section 1.3	Describes areas of current and potential joint strategic commissioning and collaboration
Dementia – see schedule 5 section 1.6	Was previously incorporated within older peoples mental health services
Carers – see schedule 5 section 1.2	Was not previously formally a part of S75 but as a significant area of collaborative commissioning and integrated funding was

	dealt with as such. Inclusion formalises the arrangement.

3.4 Commissioning Resource

3.4.1 The CCG and Council will maintain the arrangements whereby commissioners will be hosted by the respective lead organisation but work on behalf of both the CCG and Council to commission an integrated service. Each organisation will contribute to the cost of the lead commissioning function as detailed in the Agreement. Posts will be held accountable through clear joint line management arrangements again, clearly set out in the Agreement.

3.5 Finance and Service Schedules

3.5.1 Detailed financial contributions by service area are not included in the revised documentation. These are being updated and will be attached as annual updated schedules to the document.

3.6 Governance ad Accountability

3.6.1 The revised Section 75 proposes maintaining the Joint Commissioning Board (JCB) with delegated authority from the Council and CCG for setting the strategic direction and overseeing the planning, monitoring and review of jointly commissioned service areas.

3.6.2 Areas of joint commissioning will be reviewed annually in light of emerging national guidance, the Health and Wellbeing Strategy, Joint Strategic Needs Assessments etc and an annual Joint Commissioning Plan developed for sign off by the JCB.

3.6.3 Full Council is to consider proposed changes to the Constitution at its meeting 28 March 2013. This will include streamlined arrangements for meetings of the Joint Commissioning Board, which is responsible for agreeing and monitoring joint commissioning plans and this Committee, which is the representative authority on behalf of the Council at JCB. The purpose is to avoid duplication of reporting and time spent by members of the CCG, this Committee and JCB considering the same proposals and issues but in different forums. It is therefore proposed that the meetings of JCB will be convened to take place immediately before this Committee. The CCG have agreed to this proposal.

3.6.4 Further discussions are being held about the governance and accountability arrangements for the Children's Section 75.

4. CONSULTATION

The original Section 75 was consulted on widely. Given this document updates rather than changes anything significantly it was not considered necessary for any further public consultation and engagement. Additionally, the agreement describes a process for commissioning, should there be any changes to commissioned services proposed, they will subject to their own specific consultation processes

5. FINANCIAL & OTHER IMPLICATIONS:

5.1 The estimated financial contributions from each party will be specified within the agreement and monitored through the Joint Commissioning Board. The contribution from Adult Social Care for 2013/14 will be contained within the budget proposals. The revised Section 75 maintains the previous funding arrangement whereby respective financial contributions are not pooled, but instead are separately managed and reported on by the lead commissioner on behalf of both organisations.

Finance Officer Consulted: Anne Silley Date: 17/01/13

5.2 Legal Implications:

The rationale and legal changes leading to the requirement to amend the S75 Agreement are set out in the body of this Report. Committee will note that the revised Agreement has been drafted with the benefit of specialist legal advice but the principal amendments reflect the changes in law rather than the purpose or nature of the Agreement. Committee will also note the proposals to streamline decision making forums by convening JCB and Committee so that one follows the other thus increasing efficiency and better use of member and officer time and resource.

There are no specific legal implications other than those referred to in the main body of the Report arising.

Lawyer Consulted: Sandra O'Brien 07.03.2013

Equalities Implications:

5.3 There are no equality implications arising from this report, as it just states the intention to commissioning collaboratively. Specific service related changes or strategy development would be subject to their own individual EQAs.

Sustainability Implications:

5.4 There are no sustainability implications.

Crime & Disorder Implications:

5.5 There are no implications arising out of the redrafted document for crime and disorder.

Risk and Opportunity Management Implications:

5.6 Collaborative commissioning arrangements will enable the city to benefit from more integrated and efficient services.

Public Health Implications:

5.7 The areas chosen for collaborative commissioning reflect the priorities contained within the Health and Wellbeing Strategy, namely dementia and mental health.

Corporate / Citywide Implications:

5.8 This revised agreement reflects the continued commitment to collaboration and partnership working between the CCG and Council.

6. EVALUATION OF ANY ALTERNATIVE OPTION(S):

6.1 Given the commitment to maintain collaborative commissioning arrangements, not alternative options were considered.

7. REASONS FOR REPORT RECOMMENDATIONS

7.1 In light of changes to commissioning responsibilities and a new commissioning architecture the Adults Section 75 Agreement has been reviewed and updated. Other than revisions reflecting national changes in the commissioning landscape, the vast majority of the agreement and ways of working are unchanged.

7.2 The Committee is therefore asked to note the changes to the jointly commissioned service areas and comments on an early draft of the revised documentation.

7.3 Following comments from the Committee, the draft Section 75 Document will continue to be worked on and updated and sent to the CCG Lawyers for review. A final version brought back to the Joint Commissioning Board for formal approval in March.

SUPPORTING DOCUMENTATION

Appendices:

1. Draft Adult Section 75 Agreement

1 April 2013

BRIGHTON & HOVE CLINICAL COMMISSIONING GROUP

AND

BRIGHTON & HOVE CITY COUNCIL

Agreement under Section 75 of the National Health Service Act 2006
for the
Joint Commissioning of
Health & Social Care Services

FINAL D R A F T

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THIS AGREEMENT is made the ..... day of 2013

BETWEEN:

(1) **BRIGHTON & HOVE CLINICAL COMMISSIONING GROUP** of Lanchester House, Trafalgar Place, Brighton BN1 4FU (the **"CCG"**); and

(2) **BRIGHTON & HOVE CITY COUNCIL** of Kings House, Grand Avenue, Hove BN3 2LS (the **"Council"**),

together, the **"Parties"**.

INTRODUCTION:

(A) The CCG and the Council have agreed to enter into a partnership arrangement pursuant to section 75 of the National Health Service Act 2006 and Regulations 8(1)] and 9(1) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 617) (in each case as amended), in respect of a range of health and social care services for vulnerable people as further described in this Agreement.

(B) As part of the partnership arrangement referred to at Recital (A) above, the Parties have agreed that each party shall delegate certain of its functions to the other party under a lead commissioning arrangement. For these purposes, the Parties shall establish and maintain a non-pooled fund which is made up of contributions from the CCG and the Council (described in Schedule 5 (The Services) and Schedule 6 (Resources and VAT Treatment)), out of which payments may be made towards expenditure incurred in the exercise of any CCG Functions or Council Functions in connection with this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"Act"	the National Health Service Act 2006 (as amended);
"Agreement"	this agreement between the CCG and the Council comprising these terms and conditions, together with all Schedules attached hereto;
"Arrangements"	has the meaning ascribed to it in Clause 4.1;
"CCG Functions"	those of the functions of the CCG set out in Regulation 5 of the Regulations (and further described in Schedule 2 (CCG Functions) of this Agreement) in relation to these Arrangements and as are exercised in making arrangements for the provision of the Services, excluding the Excluded Functions;
"Client Group"	the collection of Service Users either receiving or eligible to receive the Services and living within the administrative area of Brighton & Hove and registered with a Brighton & Hove CCG GP or as otherwise agreed between the Parties;
"Commencement Date"	1st April 2013
"Contributions"	the respective financial contributions of the Parties (as set out

	in Schedule 5 (the Services) and Schedule 6 (Resources)), for use by the Lead Commissioner in connection with the Lead Commissioning of the Services in fulfilment of the Functions and in accordance with the terms of this Agreement;
"Contributions Manager"	the person holding the role of "Financial Lead" within the respective organisation;
"Council Functions"	the health related functions of the Council listed in Regulation 6 of the Regulations (and further described in Schedule 3 (Council Functions) of this Agreement) in relation to these Arrangements and making arrangements for the provision of the Services, but excluding the Excluded Functions;
Department	the Department of Health;
"DPA"	the Data Protection Act 1998, as amended from time to time;
"Event of Force Majeure"	an event or circumstance which is beyond the reasonable control of the Party claiming relief under Clause 22 (Force Majeure), including without limitation war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, flood or earthquake, and which directly causes that Party to be unable to comply with all or a material part of its obligations under this Agreement;
"Excluded Functions"	such Functions contained in Schedule 4 (Excluded Functions) of this Agreement and/or such Functions as the Parties may agree from time to time are excluded from the Arrangements, together with any exclusions set out in the Regulations;
"Financial Year"	the financial year running from 1 April of one year to 31 March in the next year;
"FOIA"	the Freedom of Information Act 2000, as amended from time to time;
"Functions"	the CCG Functions and the Council Functions in relation to the making of arrangements for the provision of the Services to meet the needs of the Client Group, but excluding the Excluded Functions as set out in Schedule 4 (Excluded Functions);
"Community Care Budget"	the budget allocated for the provision of services to individuals who receive an assessment under Section 47 of the NHS and Community Care Act 1990 and whose care is purchased in the independent or voluntary sector;
"HMRC"	Her Majesty's Revenue and Customs;
"Lead Commissioner"	the Council or CCG (as applicable having regard to Clause 5 (Services) herein) being the Party nominated by the Parties to perform the Lead Commissioning and to be responsible for the management of the associated non-pooled fund;
"Lead Commissioning"	the commissioning of the Services by the Lead Commissioner for the Council and the CCG as further detailed in Clause 5 (Services) of this Agreement;
"Joint Commissioning	the management Board made up of representatives from both

Board"	the CCG and the Council (as further described at Clause 8 (Governance and Monitoring Arrangements) and Schedule 7 (Joint Commissioning Board));
"NHS"	National Health Service;
"NHS Body"	has the meaning given to it at section 275(1) of the Act, and "NHS Bodies" shall be construed accordingly;
"Quarter"	each of the following periods in the Financial Year: (i) 1 April to 30 June; (ii) 1 July to 30 September; (iii) 1 October to 31 December; (iv) 1 January to 31 March, and **"Quarterly"** shall be construed accordingly;
"Regulations"	the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 617) as amended from time to time;
"Section 75 Flexibility"	any of the powers set out in section 75 of the Act, developed to give NHS Bodies and local authorities the flexibility to be able to respond effectively to improve services, either by joining up existing services, or developing new, co-ordinated services, and to work with other organisations to fulfil this, which may include: a pooled fund arrangement; a lead commissioning arrangement; and an integrated provision arrangement;
"Services"	the Services described in Clause 5 (Services) and Schedule 5 (The Services) and which the Parties have agreed will come within the Arrangements and which will (unless specified otherwise in this Agreement) be procured by the Lead Commissioner from third party providers;
"Service Users"	any individual for whose benefit the Services are provided, as further described at Schedule 5 (The Services);
"Staff"	the staff of the Council and/ or the CCG who are carrying out the Arrangements under this Agreement;
"Variation"	an addition, deletion or amendment in the Clauses of or Schedules to this Agreement, agreed to be made by the Parties in accordance with Clause 15 (Review and Variation) or Clause 16 (Change of Law);
"VAT Guidance"	the guidance published by the Department entitled "VAT Arrangements for Joint NHS/Local Authority Initiatives including Disability Equipment Stores and Welfare - Section 31 Health Act 1999" (as amended or replaced from time to time); and
"Working Day"	any day other than Saturday, Sunday, a public or bank holiday

in England and Wales.

1.2 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.

1.3 The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate. References to Clauses are clauses in this Agreement.

1.4 References to Schedules are references to the schedules to this Agreement and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.

1.5 References to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation.

1.6 Words importing the one gender shall include the other genders and words importing the singular number only shall include the plural.

1.7 Where anything in this Agreement requires the mutual agreement of the Parties, then unless the context otherwise provides, such agreement must be in writing.

2. **BACKGROUND**

2.1 The CCG is a clinical commissioning group established under section 14C of the Act. The CCG commissions certain mental health services for the Client Group in Brighton & Hove.

2.2 The Council is a local authority established under the Local Government Act 1972 (as amended) and commissions social services related to the mental health services described in clause 2.1 above as well as certain physical disability services and learning disability services for the Client Group in Brighton & Hove.

2.3 The CCG and the Council have duties and powers to provide care to the Client Group and section 82 of the Act requires both local authorities and NHS Bodies when exercising their respective functions to co-operate to secure and advance the health and welfare of the people of England and Wales. Furthermore, under relevant guidance, local authorities and NHS Bodies are encouraged to consider partnership working, including Lead Commissioning under the Act. Section 75 of the Act and the Regulations have introduced powers for local authorities and NHS Bodies to set up joint working arrangements.

2.4 The Parties are entering into this Agreement (which includes Lead Commissioning) in exercise of the powers under section 75 of the Act and pursuant to the Regulations.

2.5 The CCG and the Council have, in accordance with Regulation 4(2) of the Regulations jointly consulted with such persons as appear to them to be affected by the Arrangements.

2.6 The CCG is satisfied that the Arrangements are consistent with the commissioning plan prepared by it under Section 14Z11 of the Act.

2.7 The Parties are satisfied that the arrangements contemplated by this Agreement are likely to lead to an improvement in the way that their functions are exercised.

2.8 The CCG and the Council have approved the terms of this Agreement and agree to work together in accordance with the terms of the Agreement.

3. **DURATION OF THE AGREEMENT**

3.1 This Agreement shall take effect on the Commencement Date and shall continue for a period of 3 years, subject to earlier termination in accordance with the provisions of Clause 17 (Termination) and any extension agreed in accordance with Clause 3.2 below.

3.2 This Agreement may, by written agreement of both parties, be extended on 31st March 2016 for a further period to be defined, as part of such agreement, at that time.

4. **SUMMARY OF THE ARRANGEMENTS**

4.1 The Parties have agreed that, with effect from the Commencement Date, the partnership arrangements are to comprise:

4.1.1 the Lead Commissioning arrangements set out in this Agreement (and more particularly described in Schedule 5 (The Services));

4.1.2 the management of a non-pooled fund (as further described in Schedule 5 (The Services) and Schedule 6 (Resources and VAT Treatment)) for the revenue expenditure on the Services;

4.1.3 provision of the Contributions by each Party, insofar as is required for the exercise of the Functions (including as set out in Schedule 9 (Shared Management Support cost)

4.1.4 performance of the Functions specified in Schedule 2 (CCG Functions) and Schedule 3 (Council Functions) in accordance with this Agreement; and

full engagement in the Joint Commissioning Board established for the monitoring of the Functions and the Services (as set out and described in Schedule 7 (Joint Commissioning Board);the **"Arrangements"**.

4.2 Without prejudice to the other provisions of this Agreement, the primary objective of the Parties in entering into this Agreement is to improve the commissioning of the Services in accordance with the aims and outcomes outlined in Schedule 1 (Aims and Outcomes).

4.3 The Parties hereby represent that they have obtained all necessary consents sufficient to ensure the delegation of Functions provided for by this Agreement.

4.4 It is the Parties' intention that the Arrangements shall be the mechanism through which the Functions shall be fulfilled.

4.5 The Parties wish to use this Agreement to enable either the Council or CCG to act as the Lead Commissioner for designated service areas, as identified in Clause 5 below.

4.6 The Lead Commissioner shall (without limitation):

4.6.1 act as the Lead Commissioner and exercise both the Council and CCG functions concurrently;

4.6.2 administer the Parties' Contributions in accordance with the provisions of this Agreement; and

4.6.3 be responsible for the operational management of Staff that are carrying out the relevant Functions in respect of the applicable designated service area (but without thereby incurring any legal responsibility for them, unless actually employed by such Lead Commissioner).

5. **SERVICES**

5

5.1 The services areas covered under this Agreement are as follows:

Lead Commissioner = Council	Lead Commissioner = CCG
Integrated Communication Equipment Store	Mental Health
Carers	Dementia
Personalisation & Support	Short Term Services

5.2 The Lead Commissioner shall commission the services set out in Schedule 5 (The Services), in order to satisfy the Functions and its other obligations set out in this Agreement and in accordance with the procedure set out in Schedule 8 (Standards of Conduct).

6. SERVICE STANDARDS AND PERFORMANCE MANAGEMENT

6.1 The Lead Commissioner shall use all reasonable endeavours to ensure that the Services under this Agreement are carried out in accordance with all applicable national and local standards, including:

6.1.1 the agreed set of standards that apply to the Services and specific aspects of the Services, as set out in Schedule 8 (Standards of Conduct); and

6.1.2 each Party's respective standing orders and standing financial instructions,

and will be monitored by applicable bodies / regulators, including the Care Quality Commission and Monitor.

6.2 Without prejudice to Clause 6.1 above, the Lead Commissioner shall exercise its duties, obligations and functions arising out of or in relation to this Agreement effectively, efficiently, fairly and in good faith.

6.3 The Lead Commissioner shall report to the Joint Commissioning Board as required on the operation of the Arrangements (which, to avoid doubt, shall include but not be limited to, the operation of the Services and performance levels against agreed performance measures, targets and priorities) and the exercise of the Functions by the Lead Commissioner. The Lead Commissioner agrees that all such reporting shall take place not less often than Quarterly as well as annually throughout the duration of this Agreement.

6.4 The Parties shall agree the format of, and the content to be included in, the reports to the Joint Commissioning Board referred to at Clause 6.3 above. Any disagreement as to the format of the content to be included in the reports may be referred to the Joint Commissioning Board for its determination and/or instruction.

6.5 The Joint Commissioning Board shall ensure that Service Users and their families fully participate at all levels of the Lead Commissioner's work under these Arrangements and that an annual evaluation of the Lead Commissioner takes place and includes outcomes which are qualitative as well as quantitative.

7. LEAD COMMISSIONING STRUCTURE

6

7.1 The CCG's Chief Operating Officer shall have overall responsibility for the carrying out of the Functions when the CCG is performing the Lead Commissioning for the Client Group.

7.2 The Council's Director of Adult Social Care shall have overall responsibility for the carrying out of the Functions when the Council is performing the Lead Commissioning for the Client Group.

7.3 The management structure for Lead Commissioning is out in Schedule 10.

7.4 The parties may agree changes in the management structure for Lead Commissioning in writing in accordance with clause 15. Such changes shall only be made in accordance with all applicable law and guidance and after such consultation as shall be required by law and guidance.

8. GOVERNANCE AND MONITORING ARRANGEMENTS

8.1 The Parties shall jointly monitor the effectiveness of the Arrangements.

8.2 The Parties agree that they shall establish and maintain the Joint Commissioning Board, whose role and function shall be as described at Schedule 7 (the Joint Commissioning Board). The Joint Commissioning Board's terms of reference shall be reviewed by the Parties on an annual basis and, if necessary, amended to ensure that the Joint Commissioning Board continues to assist the Parties to meet the aims and objectives of the Arrangements.

8.3 The role of the Joint Commissioning Board is to manage and monitor the Council's/ CCG's role as Lead Commissioner, the exercise of the Functions and the application of the Contributions, the management and administration of the Contributions, together with supporting the implementation of any strategic plan or variation to the Services as provided for in Schedule 5 (Services).

Clinical and Corporate Governance

8.4 The CCG is subject to a duty of clinical governance, which (for the purposes of this Agreement) shall be defined as "a framework through which it is accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish".

8.5 The Council acknowledges that clinical governance (as described at Clause 8.4 above) applies to the treatment of NHS patients. Such patients are entitled to expect to receive services which are part of a clinical governance system irrespective of where they are treated.

8.6 The Arrangements will therefore themselves be subject to clinical governance obligations to the extent they are relevant to the process of commissioning the Services and the Lead Commissioner will require that all Services are subject to clinical governance obligations relevant to the Services (as set out in Schedule 10 (Standards of Conduct)) and the Council shall use reasonable endeavours to co-operate with all reasonable requests from the CCG, which the CCG considers necessary in order to fulfil its obligations.

8.7 The Lead Commissioner shall comply with the principles and standards of corporate governance relevant to NHS Bodies and local authorities.

9. INSPECTION

9.1 The Parties shall co-operate with any investigation undertaken by the Care Quality Commission and/or the Audit Commission and/ or any regulatory authority/ body.

10. FINANCIAL ARRANGEMENTS

7

10.1 The Parties acknowledge that they are not entering into a Pooled Fund arrangement pursuant to section 75(2)(a) of the Act and Regulation 7 of the Regulations.

10.2 The Parties agree to adhere to the financial arrangements more fully set out in Schedule 5 (The Services) and Schedule 6 (Resources and VAT Treatment) Part 1 (Financial Resources) of this Agreement.

10.3 Each Lead Commissioner will be responsible for the proper management and auditing of the accounts relevant to such Lead Commissioning activities as are its responsibility (as identified in Section 5 above) and the performance of its obligations under this Agreement and shall appoint an officer ("**the Contributions Manager**") to be responsible for managing and administering the Parties' Contributions to the extent required in Schedule 6 (Resources) Part 1 (Financial resources).

10.4 Any overspends or underspends that may occur throughout the term of this Agreement shall be dealt with according to the provisions of Part 2 (Overspends and Underspends) of Schedule 6 (Resources).

11. TREATMENT OF VAT

11.1 The Parties shall agree that their respective Contributions shall be treated, for VAT purposes, in accordance with the provisions set out in Schedule 6 (Resources) Part 3 (VAT Regime).

12. STAFFING ROLES

12.1 The Parties have agreed that the Arrangements shall be facilitated by the Staff resourcing set out in Schedule 9

12.2 The CCG and the Council shall make available the level of staff resources required to carry out the Functions (as applicable) in relation to their respective Lead Commissioner responsibilities.

13. CONFLICTS OF INTEREST

13.1 The Lead Commissioner shall use all reasonable endeavours to ensure that no member of staff or representative of the Lead Commissioner shall put themselves in a position whereby duty and private interest conflict. The Parties' policies for identifying and managing conflicts of interest should be adhered to.

14. INDEMNITIES, LIABILITY AND INSURANCE

14.1 Nothing in this Agreement shall affect:

14.1.1 the liability of the CCG to the Service Users in respect of the CCG Functions; or

14.1.2 the liability of the Council to the Service Users in respect of the Council Functions.

14.2 Each Party (the "First Party") shall indemnify and keep indemnified the other Party (the "Second Party") and its officers, employees and agents against any damages, costs, liabilities, losses, claims or proceedings whatsoever, arising in respect of:

14.2.1 any damage to property (real or personal) including, but not limited to, any infringement of third party intellectual property, including patents, copyrights and registered designs;

14.2.2 any death or personal injury;

14.2.3 any fraudulent or dishonest act of employees;

14.2.4 any Service User complaint or investigation by the Parliamentary and Health Service Ombudsman or the Local Government Ombudsman or any similar entity, arising out of or in connection with the Agreement, to the extent that such damages, costs, liabilities, losses, claims or proceedings shall be due directly or indirectly to any negligent act or omission, any breach of this Agreement or any breach of statutory duty by the First Party, its officers employees or agents. Where the Parties are unable to agree any such apportionment of liability and consequential indemnity under this Clause 14 the disputes procedure in Clause 23 (Dispute Resolution) shall apply.

14.3 For the avoidance of doubt, the Second Party shall be under a duty to mitigate its losses in accordance with general principles of common law and the indemnity on the part of the First Party shall not extend to damage, cost, liability, loss, claim or proceedings incurred by reason of or in consequence of any negligent act or omission, misconduct or breach of this Agreement by the Second Party.

14.4 Each Party shall ensure that it maintains appropriate insurance arrangements in respect of employer's liability, liability to third parties and all other potential liability under this Agreement.

15. REVIEW AND VARIATION

15.1 If at any time during the term of this Agreement the Council or the CCG requests in writing any change to the Services described or the manner in which the Services are commissioned, then the provisions outlined in this Clause 15 shall apply.

15.2 The Party proposing the Variation (“the Proposer”) shall provide a report in writing to the other Party (the "Report”) setting out:

15.2.1 the Variation proposed;

15.2.2 the date upon which the Proposer requires it to take effect;

15.2.3 a statement of whether the Variation will result in an increase or decrease in Contributions by reference to the relevant component elements of the Service or Services the subject of change;

15.2.4 a statement on the individual responsibilities of the CCG and the Council for any implementation of the Variation;

15.2.5 a timetable for implementation of the Variation;

15.2.6 a statement of any impact on, and any changes required to the Services;

15.2.7 details of any proposed staff and employment implications; and

15.2.8 the date for expiry of the Report.

15.3 Following receipt by the receiving Party (“the Recipient”) of the Report and allowing the Recipient 10 Working Days from receipt in which to consider the Report, the Parties shall meet to discuss the proposed Variation and acting reasonably and in good faith shall use reasonable endeavours to agree the Variation.

15.4 Where the Parties are unable to agree on the terms of the Variation then the Agreement may terminate in accordance with Clause 17.3.3

15.5 If agreement in principle is reached then the Parties shall confirm in writing their decision to proceed with the proposed Variation and shall agree a formal Variation to this Agreement.

15.6 All Variations made to this Agreement pursuant to this Clause 15 or otherwise shall be agreed between the Parties and made in writing.

16. **CHANGE OF LAW**

16.1 If at any time during the term of this Agreement a change to the manner in which a Service or the Services are commissioned is required by operation of NHS or Local Government law through statutes, orders, regulations, instruments and directions made by the Secretaries of State for Health and Local Government respectively or others duly authorised pursuant to statute or other changes in the law which relate to the powers, duties and responsibilities of the Parties and which have to be complied with, implemented or otherwise observed by the Parties in connection with the Functions for the time being, then the provisions outlined in this Clause 16 shall apply.

16.2 The Parties shall jointly investigate the likely impact of the required change on the Services and any other aspect of the Agreement and shall prepare a Report in writing, setting out:

16.2.1 the Variation proposed;

16.2.2 the date upon which it should take effect;

16.2.3 a statement of whether the Variation will result in an increase or decrease in Contributions by reference to the relevant component elements of the Service or Services the subject of change;

16.2.4 a statement on the individual responsibilities of the CCG and the Council for any implementation of the Variation;

16.2.5 a timetable for implementation of the Variation;

16.2.6 a statement of any impact on, and any changes required to the Services;

16.2.7 details of any proposed staff and employment implications; and

16.2.8 the date for expiry of the Report.

16.3 Where the Parties are unable to agree on the terms of the Variation then the Agreement may be terminated in accordance with Clause 17.3.3.

16.4 The Parties shall confirm in writing their decision to proceed with the proposed Variation and shall agree a formal Variation, in writing, to this Agreement.

17. **TERMINATION**

17.1 Either Party ("**the First Party**") may, at any time by notice in writing to the other Party, terminate this Agreement if the other Party is in default of its obligations under this Agreement (the **"Defaulting Party"**) and:

17.1.1 if such default is capable of remedy, fails to comply with a written notice from the First Party to remedy such default within a reasonable period (which shall be specified in such written notice), such termination notice to take effect two (2) weeks from its date of receipt; or

17.1.2 if such default is not capable of remedy, such termination notice shall take effect upon receipt.

17.2 Either Party may terminate this Agreement:

17.2.1 for convenience, by giving no less than twelve (12) months' notice in writing to the other Party; or

17.2.2 immediately on written notice, if the other Party suffers an Event of Force Majeure and such event persists for more than twenty (20) Working Days following the service of the notice referred to at Clause 22.4.2;

17.3 Either Party ("**the First Party**") may terminate this Agreement by giving the other Party not less than 6 months' notice in writing if:

17.3.1 the First Party's fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the date hereof;

17.3.2 the fulfilment of the Arrangements would be ultra vires; or

17.3.3 the Parties are unable to agree a Variation to this Agreement in accordance with Clause 15 (Review and Variation) and/or Clause 16 (Change of Law) so as to enable either/ both Parties to fulfil its/ their obligations in accordance with law and guidance.

18. EFFECTS OF TERMINATION

18.1 Upon termination of this Agreement for any reason whatsoever, the following shall apply:

18.1.1 termination of this Agreement shall have no effect on the liability of either Party to make payment of any sums due under this Agreement, nor any rights or remedies of either Party already accrued, prior to the date upon which such termination takes effect;

18.1.2 upon termination of this Agreement, the Parties agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities is carried out smoothly and with as little disruption as possible to individual Service Users, the Client Group as a whole, Staff, the Parties and third parties, in accordance with Schedule 12 (Winding Down Protocol); and

18.1.3 the Parties shall ensure that payment of the Contributions, including the handling of any potential remaining overspend or underspend, is carried out in accordance with the procedures set out in Schedule 12 (Winding Down Protocol).

18.1.4 Upon termination, but subject to the provisions of Schedule 12 (Winding Down Protocol), the Contributions shall continue to be used by the Lead Commissioner only to pay for any of the Services delivered by third parties under contracts approved by the Joint Commissioning Board until the earliest date at which such contracts can also be validly terminated.

19. CONFIDENTIALITY

19.1 Except as required by law and specifically pursuant to Clause 21 (Freedom of Information), each Party agrees at all times during the continuance of this Agreement and after its termination or expiry to keep confidential any and all information, data and material of any nature which either Party may receive or obtain in connection with the operation of this Agreement or otherwise relating in any way to the business, operations and activities of the other Party, its employees, agents and/or any other person with whom it has dealings including any Service User of either Party. For the avoidance of doubt this Clause shall not affect the rights of any workers under section 43 A-L of the Employment Rights Act 1996.

19.2 The Parties agree to provide or make available to each other sufficient information concerning their own operations and actions and concerning Service User information

(including material affected by the DPA in force at the relevant time) to enable efficient operation of the Arrangements (which to avoid doubt shall include the Services).

20. **DATA PROTECTION**

20.1 The Parties acknowledge their respective duties under the DPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

20.2 To the extent that the Lead Commissioner is acting as a Data Processor (as such term is defined in the DPA) on behalf of the other Party, the Lead Commissioner shall, in particular, but without limitation:

20.2.1 only process such Personal Data as is necessary to perform its obligations under this Agreement, and only in accordance with any instruction given by the other Party under this Agreement;

20.2.2 put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements in Clause 20.2.3 below, the state of technical development and the level of damages that may be suffered by a Data Subject (as such term is defined in the DPA) whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;

20.2.3 take reasonable steps to ensure the reliability of employees who will have access to such Personal Data, and ensure that such employees are aware of and trained in the policies and procedures identified in Clauses 20.3.3 - 20.3.5 below; and

20.2.4 not cause or allow such Personal Data to be transferred outside the European Economic Area without the prior consent of the other Party.

20.3 The Lead Commissioner shall ensure that Personal Data is safeguarded at all times in accordance with the DPA and other relevant data protection legislation, which shall include without limitation the obligation to:

20.3.1 Will comply with statutory requirements regarding information governance self-assessments;

20.3.2 have an information guardian able to communicate with the Joint Commissioning Board, who will take the lead for information governance and from whom the Joint Commissioning Board shall receive regular reports on information governance matters including details of all data loss and confidentiality breaches;

20.3.3 (where transferred electronically) only transfer essential data that is (i) necessary for direct Service User care; and (ii) encrypted to the higher of the international data encryption standards for healthcare and the National Standards (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes);

20.3.4 have policies which are rigorously applied that describe individual personal responsibilities for handling Personal Data;

20.3.5 have agreed protocols for sharing Personal Data with other NHS organisations and non-NHS organisations; and

20.3.6 have a system in place and a policy for the recording of any telephone calls, where appropriate, in relation to the Services, including the retention and disposal of such recordings.

21. FREEDOM OF INFORMATION

21.1 Each Party acknowledges that the other Party is subject to the requirements of the FOIA and each Party shall assist and co-operate with the other (at their own expense) to enable the other Party to comply with its information disclosure obligations.

21.2 Where a Party receives a "request for information" (as defined in the FOIA) in relation to information which it is holding on behalf of the other Party, it shall (and shall procure that its sub-contractors shall):

21.2.1 transfer the request for information to the other Party as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information;

21.2.2 provide the other Party with a copy of all information in its possession or power in the form that the other Party requires within five (5) Working Days (or such other period as may be agreed) of the other Party requesting that information; and

21.2.3 provide all necessary assistance as reasonably requested to enable the other Party to respond to the request for information within the time for compliance set out in section 10 of the FOIA.

21.3 Where a Party receives a request for information which relates to the Agreement, it shall inform the other Party of the request for information as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information.

21.4 If either Party determines that information must be disclosed pursuant to Clause 21.3, it shall notify the other Party of that decision at least two (2) Working Days before disclosure.

21.5 Each Party shall be responsible for determining at its absolute discretion whether the relevant information is exempt from disclosure or is to be disclosed in response to a request for information.

21.6 Each Party acknowledges that the other Party may be obliged under the FOIA to disclose information:

21.6.1 without consulting with the other Party; or

21.6.2 following consultation with the other Party and having taken its views into account.

22. FORCE MAJEURE

22.1 Where a Party is (or claims to be) affected by an Event of Force Majeure, it shall take all reasonable steps to mitigate the consequences of it, resume performance of its obligations as soon as practicable and use all reasonable efforts to remedy its failure to perform.

22.2 Subject to Clause 22.1, the Party claiming relief shall be relieved from liability under this Agreement to the extent that because of the Event of Force Majeure it is not able to perform its obligations under this Agreement.

22.3 The Party claiming relief shall serve initial written notice on the other Party immediately it becomes aware of the Event of Force Majeure. This initial notice shall give sufficient details to identify the particular event.

22.4 The Party claiming relief shall then either:

22.4.1 serve a detailed written notice within a further five (5) Working Days. This detailed notice shall contain all relevant available information relating to the failure to perform as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome it; or

22.4.2 in the event it reasonably believes that the effects of the Event of Force Majeure will make it impossible for the Arrangements to continue, serve notice of this to the other Party and the Agreement will terminate in accordance with Clause 17.2.2 of this Agreement.

23. DISPUTE RESOLUTION

23.1 The Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement. If any dispute cannot be settled amicably through ordinary negotiations, then it shall be referred to the Chief Executive of the Council and the Chief Executive of the CCG for discussion and resolution.

23.2 Each Party shall use all reasonable endeavours to reach a negotiated resolution to the dispute through the above dispute resolution procedure. If the dispute is not resolved, the Parties will use reasonable endeavours to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**"CEDR"**) Model Mediation Procedure (**"the Model Procedure"**).

23.3 To initiate the mediation, a Party must give notice in writing (**"ADR notice"**) to the other Party requesting a mediation in accordance with Clause 23.2.

23.4 The procedure in the Model Procedure will be amended to take account of:

23.4.1 any relevant provisions in this Agreement;

23.4.2 any other agreement which the Parties may enter into in relation to the conduct of the mediation (**"Mediation Agreement"**).

23.5 The costs of the mediation shall be met in equal shares by the Parties and will not be paid from the Contributions.

24. NOTICES

24.1 Any notice or communication in relation to this Agreement shall be in writing.

24.2 Any notice or communication to the Council shall be deemed effectively served if sent by registered post or delivered by hand to the Council at the address set out above and marked for the Chief Executive or to such other addressee and address notified from time to time to the Joint Commissioning Board for service on the Council.

24.3 Any notice or communication to the CCG shall be deemed effectively served if sent by registered post or delivered by hand to the address set out above and marked for the attention of the Chief Executive or to such other addressee and address notified from time to time to the Joint Commissioning Board for service on the CCG.

24.4 Any notice served by hand delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted, it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be

deemed to have been served with the notice forty-eight (48) hours after the time it was posted.

25. **EXCLUSION OF PARTNERSHIP AND AGENCY**

25.1 Nothing in this Agreement shall create or be deemed to create a legal partnership under the Partnership Act 1890 or the relationship of employer and employee between the Parties or render either Party directly liable to any third party for the debts, liabilities or obligations of the other Party.

25.2 Save as specifically authorised under the terms of this Agreement, neither Party shall hold itself out as the agent of the other Party.

26. **ASSIGNMENT AND SUB-CONTRACTING**

26.1 This Agreement, and any right and conditions contained in it, may not be assigned or transferred by either Party without the prior written consent of the other Party, except to any statutory successor to the relevant function.

27. **THIRD PARTY RIGHTS**

27.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Parties to this Agreement do not intend that any third party should have any rights in respect of this Agreement by virtue of that act.

28. **COMPLAINTS**

28.1 Any complaints relating to Council Functions shall be dealt with in accordance with the statutory complaints procedure of the Council.

28.2 Any complaints relating to the CCG Functions shall be dealt with in accordance with the statutory complaints procedure of the CCG.

28.3 Insofar as any complaint may relate to the content of this Agreement or to the operation of the Arrangements, such complaints shall be referred to the Joint Commissioning Board or such Joint Commissioning Board member or sub-committee made up of Joint Commissioning Board members as it nominates for the procedure adopted by it for the handling of complaints to be carried through.

28.4 All complaints shall be reported by the Parties to the Joint Commissioning Board.

29. **ENTIRE AGREEMENT**

29.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

30. **SEVERABILITY**

30.1 If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

31. **WAIVER**

31.1 The failure of any Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Party thereafter to enforce such provision.

31.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

32. COSTS AND EXPENSES

32.1 Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

33. GOVERNING LAW AND JURISDICTION

33.1 Subject to the provisions of Clause 23 (Dispute Resolution) this Agreement shall be governed by and construed in accordance with English Law, and the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

34. FAIR DEALINGS

34.1 The parties recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this Agreement, unfairness to either of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

SIGNATURE PAGE

SIGNED by: **DR CHRISTA BEESLEY** .....

for and on behalf of **BRIGHTON & HOVE** ... (Signature)

CLINICAL COMMISSIONING GROUP .....

... (Date)

WITNESS:

Signature .....
Name .....
Address:
LANCHESTER HOUSE
TRAFALGAR PLACE
BRIGHTON
BN1 4FU

Occupation: **CLINICAL ACCOUNTABLE OFFICER**

(PLEASE COMPLETE IN CAPITALS)

SIGNED by [ ] .....

for and on behalf of **BRIGHTON & HOVE CITY** .... (Signature)

COUNCIL .....

.... (Date)

WITNESS:
Signature .....
Name .....
Address
.....
.....
.....
.....
.....
.....Occupation
.....

(PLEASE COMPLETE IN CAPITALS)

SCHEDULE 1

AIMS AND OUTCOMES

1. The Parties wish to use this Agreement to enable the Lead Commissioning arrangements for the Services, which have been categorised into 6 designated service areas, as listed in Clause 5 (Services) of the Agreement and more specifically detailed in Schedule 5 (The Services).

2. Without prejudice to the other provisions of this Agreement, the primary objective of the Parties in entering into this Agreement is to improve the commissioning of the Services by:-

   1.1 analysing local needs, gaps in current service provision and capacity and demand issues, so as to ensure investment is targeted and cost effective;

   1.2 commissioning integrated services and seamless care pathways, which will improve outcomes and service user/carer experience of the Services; and which shall be achieved by (without limitation)

   1.3 synergising business planning, reporting procedures and other bureaucratic requirements between the Parties;

   1.4 aligning budgets to improve the efficiency and cost-effectiveness of Services provision/ commissioning;

   1.5 improved team working and priority setting;

   1.6 a higher level of accountability via the Joint Commissioning Board.

SCHEDULE 2

CCG FUNCTIONS

1. For the purposes of this Schedule 2 (CCG Functions), Schedule 3 (Council Functions) and Schedule 4 (Excluded Functions), reference to legislation and provisions within such legislation mirrors the references contained in the Regulations as at the Commencement Date, and shall be deemed to include any and all replacement and amending legislation and provisions as may come into force from time to time whether prior to or following the Commencement Date.

2. The NHS functions are:

   2.1 the functions of arranging for the provision of services under sections 3, 3A and 3B of, and paragraphs 9 to 11 of Schedule 1, to the 2006 Act, including rehabilitation services and services intended to avoid admission to hospital;

   2.2 the functions of providing the services referred to in paragraph 2.1, pursuant to arrangements made by a clinical commissioning group or the NHS Commissioning Board;

   2.3 the functions of arranging for the provision of services under section 117 of the Mental Health Act 1983; and

   2.4 the functions of providing services referred to in paragraph 2.3 pursuant to arrangements made by a clinical commissioning group or the NHS Commissioning Board;

   2.5 The functions of making direct payments under:

      2.5.1 section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and

      2.5.2 the National Health Service (Direct Payments) Regulations 2010; and

      2.5.3 the functions under Schedule A1 of the Mental Capacity Act 2005.

SCHEDULE 3

COUNCIL FUNCTIONS

The health-related functions are:-

1. The functions specified in Schedule 1 to the Local Authority Social Services Act 1970 except for those Functions listed at Schedule 4 (Excluded Functions);

2. The functions under sections 7 or 8 of the Disabled Persons (Services, Consultation and Representation) Act 1986;

3. The functions of providing, or securing the provision of recreational facilities under section 19 of the Local Government (Miscellaneous Provisions) Act 1976;

4. The functions of local authorities under the Education Acts as defined in section 578 of the Education Act 1996;

5. The functions of local housing authorities under Part I of the Housing Grants, Construction and Regeneration Act 1996 and under Parts VI and VII of the Housing Act 1996;

6. The functions of local authorities under section 126 of the Housing Grants, Construction and Regeneration Act 1996;

7. The functions of waste collection or waste disposal under the Environmental Protection Act 1990;

8. The functions of providing environmental health services under sections 180 and 181 of the Local Government Act 1972;

9. The functions of local highway authorities under the Highways Act 1980 and section 39 of the Road Traffic Act 1988;

10. The functions under section 63 (passenger transport) and section 93 (travel concession schemes) of the Transport Act 1985;

11. Where the Parties enter into arrangements under regulation 7(1) or 8(1) in respect of the provision of accommodation under sections 21 or 26 of the National Assistance Act 1948, the function of charging for that accommodation under section 22, 23(2) or 26 of that Act;

12. Where the Parties enter into arrangements under regulation 7(1) or 8(1) in respect of the provision of a service under any enactment mentioned in section 17(2)(a) to (c) of the Health and Social Services and Social Security Adjudications Act 1983, the function of charging for that service under that section; and

13. The functions of local authorities under or by virtue of sections 2B or 6C (1) of, or Schedule 1 to, the 2006 Act.

SCHEDULE 4

EXCLUDED FUNCTIONS

1. CCG Functions shall not include the following:

   1.1 surgery;

   1.2 radiotherapy;

   1.3 termination of pregnancies;

   1.4 endoscopy;

   1.5 the use of Class 4 laser treatments and other invasive treatments; and

   1.6 emergency ambulance services; and

2. The Council Functions shall not include any functions pursuant to the following:

   2.1 subject to Regulation 6(k) of the Regulations, sections 22, 23(3), 26(2) to (4), 43, 45 and 49 of the National Assistance Act 1948;

   2.2 sections 6 and 7B of the Local Authority Social Services Act 1970;

   2.3 section 3 of the Adoption and Children Act 2002;

   2.4 sections 114 and 115 of the Mental Health Act 1983;

   2.5 section 17 of the Health and Social Services and Social Security Adjudications Act 1983; and

   2.6 Parts VII to X and section 86 of the Children Act 1989,

   Or any other functions that are specified in the Regulations as amended from time to time as being excluded from section 75 arrangements.

3. To avoid doubt:

   3.1 All functions that are not specified as either Council Functions in Schedule 3 or CCG Functions in Schedule 4 of this Agreement shall be Excluded Functions; and

   3.2 Any Functions of either Party that do not relate to or benefit any individual falling within the Client Group shall be Excluded Functions.

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ADULT CARE & HEALTH COMMITTEE	Agenda Item 51 Brighton & Hove City Council

Subject:		**Day Activities Review**
Date of Meeting:		**18th March 2013**
Report of:		**Director of Adult Social Services**
Contact Officer:	**Name:**	**Anne Richardson-Locke Tel: 29-0379**
	Email:	**anne.richardson-locke@brighton-hove.gov.uk**
Ward(s) affected:		**All**

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT:

1.1 This report provides an update of progress on the Day Activities Review which includes day activities for all vulnerable adults.

1.2 Adult Social Care is continuing to change the way in which it provides day services so that people have opportunities for choice, control and independence over the way in which they wish to live their lives.

1.3 The report highlights the need to make best use of all day centre buildings, resources and staff in order to offer effective and responsive day services across the City that also offer value for money. The report also provides an update on the future of Buckingham Road and Connaught Day Centres.

2. RECOMMENDATIONS:

2.1 That Committee note the progress of the Day Activities Review and the next steps proposed.

2.2 That Committee agree to the presentation of a further progress report at the next Committee meeting in June.

3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS:

3.1 The Day Activities Commissioning Plan report was presented to Adult Care & Health Committee in November 2012 and the Joint Commissioning Board in January 2013. The report highlighted the results of a needs assessment and recommended a Vision for day activities.

3.2 The majority of current users of day centres are satisfied with their service. However, there are groups of people such as younger people with learning disabilities and physical disabilities and some older people that choose not to attend a day centre as the arrangements do not appeal to them. Alternative

services in the community need to be available for individuals as there is now a greater emphasis on encouraging people to have personal budgets in order to self-direct their support.

3.3 There are also greater numbers of people with complex physical health needs and dementia predicted over the next fifteen years and Council provided buildings are not all equipped to manage this need. Carers also highlight the need for respite that is more flexible and fits in with their working hours.

3.4 With this in mind, the Vision for day activities was developed in partnership with service users, carers and providers of services and reflects required outcomes. The **Vision** is of a modern, flexible day options model which provides personalised care and support for service users and their carers with day activities that:

- are **flexible** enough to meet the needs of current service users and future users
- are, where feasible, accessible via a **personal or managed budget** and that opportunities to pool money to purchase services is enabled
- offer **choice and control** over activities that meet individual needs
- are **reviewed regularly** to ensure that they meet specified outcomes
- offer **respite** that is flexible to meet carers' needs
- are able to support those with the most **complex social care and health needs**.
- are **procured** in conjunction with users and stakeholders
- **focus Council provided services** on those with more complex needs

3.5 For clarity the following definitions are terms commonly used in Adult Social Care and some of these terms are referred to within this report:

'Personalised' support or 'Self-Directed Support' is support that starts with the individuals own assessment of needs and puts the individual at the centre of planning and deciding the services they would like to receive.

A **Personal Budget i**s a transparent allocation of resources from the Community Care Budget to address an individual's eligible social care needs. The individual is provided with details of the amount of funding allocated to them to inform their choices as to which services they wish to receive

A **Council Managed Budget** is where an individual chooses or is unable to manage their personal budget and the Council sets up and manages the services on their behalf.

Direct Payments are cash payments made in lieu of social service provisions which are awarded to individuals who have been assessed as needing services.

An **InDirect Payment** is a 'Direct Payment' that has to be issued indirectly to a Service User i.e. through a family member or advocate because the service user receiving the payment is unable to manage his/her finances.

Circles of Support is a term for an established network of people who support an individual to be independent and to make choices in a supported way.

3.6 The Council has a discretionary power to provide a day service when it is required to meet an eligible need and this may be within a building or within the community. There has been anxiety amongst some service users, carers and providers about changes to current day services and it is important to acknowledge that day services play a vital role in supporting service users and carers. The Council is committed to continuing to provide day services to all people assessed as needing them.

3.7 The proposals set out below reflect the recommended approach, within financial pressures, to ensure that there are activities and community resources available that are flexible and responsive whilst maintaining buildings bases for those that need them.

4 PEOPLE WITH LEARNING DISABILITIES AND AUTISM:

4.1 The Vision identified the need for Council provided services to develop capacity to support and focus provision on those with the most challenging behavioural and physical health needs, particularly in view of the projected increase in demand for services to meet these needs. The service is also reviewing how it can provide life-long learning opportunities, life skills and work skills programmes and develop its short-term activities to enable service users to build links in the wider community.

4.2 The Day Activities review also highlighted low numbers of people using personal budgets for day activities and although some suitable community-based activities exist, this is an area that needs further development. Service users not only require access to such activities, many will need support to get there, and they will need support from staff to make the best use of these services. A 'co-ordinator' role may be required to support a person - (or more often than not, a group of people) - to access and use community activities.

4.3 Detailed work is taking place within Council provided day services to identify the best use of the existing buildings and to look at how best to accommodate future users of services and to support carers. This work has been accelerated by the need to relocate activities that currently take place at Buckingham Road and Connaught day centres due to decisions made about the future of these buildings.

4.4 **Buckingham Road Day Centre**: The Council is undertaking a review of buildings as part of the 'Workstyles' programme and Buckingham Road has been identified for the next phase. The Workstyles programme looks at buildings, technology and equipment to ensure that resources are made best use of. In preparation for this, other locations are being explored for the activities that currently take place in Buckingham Road; for example Feast, Our Art and the recycling project, Can It. Staff have been working closely with service users and carers and have been assured that there is a commitment to continuing these projects.

4.5 **Connaught Day Centre**: Due to the urgent need for additional primary school places in Hove, colleagues in Education need to expand their facilities at the Connaught Infant School by using the existing Connaught day centre.

Education require the building to be ready for the September 2014 school intake and hope to have access to the site from January 2014. Alternative accommodation for the service at Connaught will be sought and it is crucial that any alternative locations best meet the requirements of those with challenging needs. Service users at Connaught have been prioritised for a full reassessment due to their complexity of needs and the requirement for a lengthy transition.

4.6 Many service users will require an enhanced Social Care review; a comprehensive reassessment of their needs to ensure that they are receiving person-centred services. A Care Manager has been recruited and a Social Worker will be recruited and they will work closely with the service users, their carers, their circles of support and the staff working in the day services to ensure that the needs of individuals are carefully considered.

4.7 Council provided services and the Independent Sector providers are exploring how they meet the Vision and some good examples thus far are::

- Sports development work to link people with disabilities to sports centres and activities
- Flexibility around opening times to provide a longer day or open at weekends / evenings
- Wrap around services - where a worker provides support in the community and at home in addition to at the day service.
- Travel buddy scheme – volunteers who support people to use public transport to become as independent as possible
- Employment and voluntary opportunities
- Social enterprises that employ people with disabilities on a paid or voluntary basis and invest in the community

4.8 Preliminary feedback from future users has indicated that the primary need for people is to have support to enable them to work, to learn and to have access to social clubs (both mainstream and specialist) in the community rather than to attend day centres.

5 OLDER PEOPLE:

5.1 Following consultation with a range of stakeholders, day activity and community support for older people will form part of the second Adult Social Care and Health Commissioning Prospectus and will consist of a mix of volunteer community based work and building based activity.

5.2 The City has a long history of partnership working to secure outcomes important to the people living here. It is intended that the Prospectus approach to funding will continue to strengthen existing arrangements and introduce new and exciting opportunities for innovation that will meet both current and future need.

5.3 The Prospectus is a new way of commissioning services and the key aims are:

- to ensure an approach to commissioning personalised support that will improve the lives of local people, focusing on outcomes;

- to further develop our partnership arrangements with the third sector, working towards more sustainable and innovative models that demonstrate high-quality provision and excellent value for money; and
- to ensure choice and control for local people and link this to the social capital that exists in our diverse communities.

5.4 It is proposed that the City will be broadly divided into three areas; East, Central and North, and West. It is expected that successful providers will work collaboratively to form networks with stakeholders in their locality to ensure that older people benefit from coherent provision and that risks of gaps in service are minimised. Overarching coordination will be provided by Embrace Accessible Citywide Coordination (working title). This activity is also in the second Adult Social Care and Health Commissioning Prospectus which will cover all groups of vulnerable adults.

5.5 The Commissioning Prospectus will be issued in May 2013 and evaluated in September with new funding agreements awarded in November 2013 and services commencing in April 2014.

5.6 A separate report on the entire Commissioning Prospectus will be presented to Adult Care & Health Committee in June 2013.

5.7 Work is ongoing at Tower House day centre to signpost and support people to access the wider community. The relocation of the twenty six service users and four members of staff from Craven Vale day centre to Tower House has gone very smoothly and people have settled in well. Taster days, joint events and regular communication, as well as extra staff input, has helped to ensure a good transition and all new members have had plenty of opportunities to feedback any issues.

6 OLDER PEOPLE WITH MENTAL HEALTH NEEDS:

6.1 Discussions have been taking place with Clinical Commissioning Group colleagues around the Dementia Strategy and focusing on how the developments in day services could link with the plans outlined in the strategy.

6.2 A Well-Being Co-ordinator is being appointed within Council provided day services and part of their role will be to consider the activities that take place and to ensure that they promote health and well-being.

6.3 The two Council provided day centres for older people with mental health needs are looking to work closely with the third sector to ensure that the buildings are being used effectively, are open to the community more and that they make the best use of volunteers.

7 PEOPLE WITH PHYSICAL HEALTH NEEDS & ACQUIRED BRAIN INJURY:

7.1 Tower House is a day service that already provides activities for a range of client groups and already has a focus on building links to the community primarily for people with a physical disability. There is a staff co-ordinator role/function at Tower House that has been successful in building links within the community (day options) there is a large range of current activities provided but it is

acknowledged that a more robust choice of activity and opportunity could be developed further, to include voluntary, education and employment opportunities.

7.2 There is a need to develop health and social care pathways for those who have an acquired brain injury and discussions will be held between the Clinical Commissioning Group and Adult Social Care.

7.3 Many people who are in receipt of a personal budget do not choose to attend a day centre and have their needs met through alternative support instead.

8 NEXT STEPS:

8.1 **Personal Budgets**. It was noted in the needs assessment that there was a lack of awareness about personal budgets and a working group has been established across assessment and commissioning to ensure that the infrastructure is sound and that information is accessible and available for all people interested in self-directing their support. For clarity, people in receipt of a personal budget who choose to receive a Council provided service would have the value deducted at source rather than use a direct payment, as direct payments can not be used to purchase Council provided services.

8.2 Some Council provided day centres may require **capital funding** to ensure that they are able to meet the needs of people with more complex physical health and sensory needs. Capital funding may also be required in order that certain activities could move to alternative locations, for example, the day activities that may require relocation from Buckingham Road and the move from Connaught will require some capital funding. Similarly, there may be a requirement to enhance the environment for those accessing the Council's Older People Mental Health day services. The extent of all work needs to be clarified.

8.3 Existing day centres are also exploring ways to be **more accessible to the community** as there are times that the buildings are under utilised and people are keen for social activities to take place in the evening. In addition, people with personal budgets or pooled budgets still want venues to meet in and to use the facilities; food, drink and changing places, for example.

8.4 To explore the feasibility of developing the 'co-ordinator' function as part of the Day Options Team within the Council provided day services **to support people (either individually or in groups) to use community based activities.** A co-ordinator would work closely with the service users and the assessment team and providers to identify what services and activities are needed and bring groups of people together over the City or link individuals into community activities, within assessed resources.

8.5 To engage with **future users** to ascertain the required shape of the prospective market and to ensure that the work of this review links with the Brighton & Hove SEN Partnership Strategy, in particular:

- A single plan that covers all assessment and resourcing of need up to 25 years of age;
- A local offer post 16 that includes education, health and social care options for young people becoming young adults – to include services and

support that can be purchased via direct payments by young people and families;

- Improve the confidence of parents and young people in transition arrangements and long term prospects for young people in relation to education, leisure and social life, independent living and future employment.

8.6 To consider the commissioning of services for other client groups via a future **Prospectus**. A separate report on the Prospectus will be presented at June Committee.

8.7 To continue to build on the work produced by The Fed's Embrace Project, particularly the development of its website, **'It's Local Actually'** which is a working web-directory of available activities in the community.

8.8 To work closely with residential care homes who require support in order to **develop a choice of quality activities** for their service users.

8.9 To continue to develop links with the Council's Library and Sports and Leisure services and to **expand on the established community links** that have already developed. To also look to enable greater capacity by developing partnership working opportunities and reviewing current and future building use.

8.10 To **report back** to Adult Care & Health Committee in June 2013.

9. COMMUNITY ENGAGEMENT AND CONSULTATION:

9.1 As set out in the November Committee report, there were opportunities for service users, providers, carers and professionals to contribute to the needs assessment through the information gathering process. More emphasis was placed on people with a learning disability as this client group have had the least opportunity to engage in any commissioning-led day activity review (although there had been extensive consultation in 2008 and 2010 when changes were made to the Council provided learning disability Day Options service). 28% of people with a learning disability who use day services have thus far contributed to the current review by giving their perspectives on the service they receive. Carers also made important and valued contributions.

9.2 Since the last Committee report, there has been engagement with providers, service users, carers and advocates through various means such as at advocacy meetings, a variety of provider forums, at partnership boards, at one to one meetings or via newsletters, for instance.

9.3 Any person whose day activities are likely to be affected as part of the day activity review will be individually consulted through a full social care reassessment.

10. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

10.1 The 2013/14 gross budget for Day Care is £5.0 million, of which £2.9 million is allocated to in house services and £2.1 million to independent sector provision. The highest spend area is Learning Disabilities with a budget of £3.4 million, representing 68% of the budget.

The projected gross expenditure for Day Services in 2012/13 is £5.0m for 740 clients across all client groups.. This is broken down further by:

10.2 **In-house services**. There are eight day centres providing 511 clients with day services at a projected gross costs of £3.1m across Older People (370 clients at £1.1m) and Learning Disabilities (141 clients at £2m). Three of these day services are shared services, providing residential care alongside the day services and the costs include an apportionment of the total cost for the shared service. These three shared services are Wayfield Avenue, Ireland Lodge and Craven Vale.

10.3 **Independent Sector Provision**. There are 22 independent sector providers who the council contract with to provide day services for 229 clients with a projected gross costs of £2.0m across Older People (48 clients at £0.2m), Physical Disabilities (21 clients at £0.1m), Learning Disabilities (149 clients at £1.5m) and Mental Health (11 clients at £0.2m).

Detailed financial implications covering revenue and capital will be available once the proposals are further developed.

Finance Officer Consulted: Neil J Smith Date: 5/03/13

Legal Implications:

10.4 This comprehensive report provides an update on progress of the review of day services: In accordance with its functions under the Constitution Committee is asked to note the progress of the review and agree a further report at June Committee.

The review takes account of national drivers for choice and control for all client groups, the requirement to ensure individuals' assessed eligible needs are met and Council resources are used efficiently. Regular updates will inform Committee's decision making once final proposals are finalised. As described in the body of the report some consultation has been undertaken and once proposals are formulated further consultation and full Equalities Impact Assessments will be undertaken in accordance with the Law.

There are no other specific legal or Human Rights Act 1998 arising from this Report .

Lawyer Consulted: Sandra O'Brien Date: 06/03/2013

Equalities Implications:

10.5 The Day Activities Review is expected to have a positive equalities impact by promoting access to activities that are relevant and appropriate to meet an individual's support needs as identified in a full social care assessment. As and when changes are proposed full Equalities Impact Assessments will take place.

10.6 Equalities Impact Assessments are being completed for any alternative locations identified for the activities at Buckingham Road and Connaught.

Sustainability Implications:

10.7 The Vision highlights better use of resources including buildings and transport and advocates for the co-production of any future services with service users, carers and providers resulting in a more sustainable model of provision.

Crime & Disorder Implications:

10.8 This proposal will promote social inclusion for people from all client groups through supporting increased access to mainstream services and participation as equal citizens in the community.

Risk and Opportunity Management Implications:

10.9 The Day Activities Commissioning Board is overseeing the risk management of the Day Activities Review to ensure that risks are carefully considered.

Public Health Implications:

10.10 Adult Social Care has clear interconnection with the wider public health agenda and the proposed Vision reinforces the aim to support equality, health and well-being in the city.

Corporate / Citywide Implications:

10.11 The Vision will increase access to mainstream and universal services available locally and so enable people to participate more fully in the city.

10.12 There is a Council review of the use of buildings that may have an impact on service delivery at Connaught and Buckingham Road day centres. Discussions are ongoing around both of these developments.

11. EVALUATION OF ANY ALTERNATIVE OPTION(S):

11.1 The alternative option is to not develop a commissioning plan and to leave day services as they are. The impact of this would be that service users and carers would not benefit from more flexible, personalised provision.

12. REASONS FOR REPORT RECOMMENDATIONS:

12.1 This report follows the agreed recommendations noted in the November 2012 report to Adult Care & Health Committee with regard to the Day Activity Review. This report is for noting progress made on those recommendations.

SUPPORTING DOCUMENTATION

Appendices: None