

Joint Strategic Commissioning Board

NHS Wirral Clinical Commissioning Group meets alongside
the Cabinet Committee of Wirral Borough Council
(A Committee in Common)

Date: Tuesday, 21 August 2018
Time: 2.00 p.m.
Venue: Council Chamber - Birkenhead Town Hall

Contact Officer: Shirley Hudspeth
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This meeting will be webcast at
<https://wirral.public-i.tv/core/portal/home>

AGENDA

1. **APOLOGIES FOR ABSENCE**
2. **MEMBERS' CODE OF CONDUCT - DECLARATIONS OF INTEREST**

Members are asked to consider whether they have any disclosable pecuniary interests and/or any other relevant interest, in connection with any item(s) on this agenda and, if so, to declare them and state the nature of the interest.

3. **MINUTES**

To approve the accuracy of the minutes of the meetings held on 19 June 2018.

BUSINESS ITEMS

4. **COMMISSIONING AND TRANSFORMATION STRATEGY (Pages 1 - 34)**

Report of the Director of Commissioning and Transformation.

5. ALL AGE DISABILITY AND MENTAL HEALTH (Pages 35 - 374)

Report of the Assistant Director, Health and Care Outcomes.

6. CARE AND SUPPORT AT HOME COMMISSION (Pages 375 - 464)

Report of the Lead Commissioner Community Care Market and the Assistant Director Primary Care.

7. DATE OF NEXT MEETING

To note that the next meeting of the Joint Strategic Commissioning Board will be held at 2pm on Tuesday, 16 October 2018 in the Council Chamber of Birkenhead Town Hall.

8. URGENT BUSINESS APPROVED BY THE CHAIR

To consider any business that the Chairs accept as being urgent.

9. EXEMPT INFORMATION - EXCLUSION OF THE PRESS AND PUBLIC

The following items of business contain exempt information.

RECOMMENDATION:

That, under section 100 (A) (4) of the Local Government Act 1972, the public be excluded from the meeting during consideration of the following items of business on the grounds that they involve the likely disclosure of exempt information as defined by the relevant paragraphs of Part 1 of Schedule 12A (as amended) to that Act. The Public Interest test has been applied and favours exclusion.

10. URGENT BUSINESS APPROVED BY THE CHAIRS (PART 2)

To consider any other business that the Chairs accept as being urgent.

Audio/Visual Recording of Meetings

Everyone is welcome to record meetings of the Council and its Committees using non-disruptive methods. For particular meetings we may identify a 'designated area' for you to record from. If you have any questions about this please contact Committee and Civic Services (members of the press please contact the Press Office). Please note that the Chair of the meeting has the discretion to halt any recording for a number of reasons, including disruption caused by the filming or the nature of the business being conducted.

Persons making recordings are requested not to put undue restrictions on the material produced so that it can be reused and edited by all local people and organisations on a non-commercial basis.

Terms of Reference

The JSCB is established to focus on the commissioning, strategic design and performance management of health and care services on Wirral, including the outcomes and quality of those services. The JSCB will oversee the development of population based commissioning.

The JSCB Cabinet Committee will undertake the following duties and responsibilities, exercising delegated powers of the WBC Executive and formulating recommendations for adoption by the WBC Cabinet and / or the CCG Governing Body, as the case may be, that seek –

- To promote the integration of health and social services generally across WBC and CCG;
- To approve integrated health and care commissioning strategies;
- To approve large scale health and care transformation programmes;
- To approve and maintain oversight of plans and oversight of delivery for specific areas such as:
 - Better Care Fund Schemes
 - Urgent Care Transformation
 - Commissioning Prospectus
 - Learning Disabilities Plan;
- To ensure effective stewardship of Section 75 pooled monies and address any issues of concern;
- To maintain oversight of health and care system performance and address any issues of concern;
- To ensure the implementation of integrated health and care commissioning strategies and transformation programmes.

In making decisions and / or recommendations to the Cabinet and / or the Governing Body, as the case may be, the JSCB Cabinet Committee will look to ensure that those actions will seek in all cases -

- To reduce inequalities;
- To secure greater public involvement;
- To commission services effectively, efficiently and equitably;
- To secure quality improvements;
- To promote choice and inclusion.

The JSCB Cabinet Committee will not consider or deal with any matters relating to individual patients, service users or carers, including complaints or requests for specific treatments or services, which will be managed through existing procedures. The JSCB Cabinet Committee will review service user and patient experience data at an 'aggregate' rather than individual level.

The JSCB Cabinet Committee will make its decisions in accordance with the Budget and Policy Framework of Wirral Council and any matter coming before the JSCB Cabinet Committee that might involve a decision contrary to the Budget and Policy Framework shall be referred to the Cabinet for confirmation and, if necessary, referral to the full Council.

JOINT STRATEGIC COMMISSIONING BOARD
Commissioning and Transformation Strategy

Risk Please indicate	High Y/N	Medium Y/N	Low Y/N
Detail of Risk Description	<i>Complete the detail of any risk to the organisation</i>		

Engagement taken place	Y
Public involvement taken place	N
Equality Analysis/Impact Assessment completed	N
Quality Impact Assessment	N
Strategic Themes	
To empower the people of Wirral to improve their physical, mental health and general wellbeing	Y
To reduce health inequalities across Wirral	Y
To adopt a health and wellbeing approach in the way services are both commissioned and provided	Y
To commission and contract for services that: <ul style="list-style-type: none"> • Demonstrate improved person-centred outcomes • Are high quality and seamless for the patient • Are safe and sustainable • Are evidenced based • Demonstrate value for money 	Y
To be known as one of the leading organisations in the Country	Y
Provide systems leadership in shaping the Wirral Health and Social Care system so as to be fit for purpose both now and in five years' time.	Y

JOINT STRATEGIC COMMISSIONING BOARD

(Committee in Common)

Meeting Date:	21 August 2018
Report Title:	Commissioning and Transformation Strategy
Lead Officer:	Nesta Hawker

1 INTRODUCTION / REPORT SUMMARY

- 1.1 The Commissioning and Transformation Strategy shares the high level plans and commissioning priorities of Wirral Health and Care Commissioning (WHaCC) up to 2021. Wirral Health and Care Commissioners will lead on the development of place based care on Wirral.
- 1.2 The Strategy is intended to share the plans for the development of place based commissioning and outlines our vision of how we will move to commission on population based health and care outcomes.

2 RECOMMENDATIONS

- 2.1 The Joint Strategic Commissioning Board is asked to adopt the revised Commissioning and Transformation Strategy.

3 BACKGROUND INFORMATION

- 3.1 Wirral Health and Care Commissioning was brought together as a strategic partnership to form a single commissioning function and to lead the development of a more integrated Health and care System for Wirral. The Commissioning and Transformation Strategy outlines the high level commissioning intentions for Wirral up to 2020/21.
- 3.2 WHaCC is responsible for setting the commissioning agenda and will lead the development of a Place Based Care System (PBCS) in Wirral. The focus will be on people and place, not on organisations. The transformation of service delivery is expected to reduce need for high cost acute care and improve health and wellbeing, reducing the need for long term care. The aim is to improve the outcomes for the people of Wirral and also to deliver sustainable services, both clinically and financially. Placed based care is being developed in response to the challenges that the Wirral health and care system faces. These include constrained funding, increasing demand, fragmentation of services and the need to deliver better health, better care and better value for the people of Wirral.
- 3.3 The aim of the place based model is that local people who access care will have seamless care pathways and that there will be more focus on enabling people to remain well, without the need of help from traditional formal services.

- 3.4 Our ambition for providing services at the most appropriate local level has led to the development of the 51 – 9 – 4 – 1 model. This footprint has been developed on population needs and the 9 neighbourhoods as outlined in the Strategy will be the focal delivery point for care, which will be ‘wrapped around’ the person. Therefore the neighbourhood’s development is our priority for 2018/19. These neighbourhood teams will have an integrated workforce spanning primary, secondary, mental health and social care, and importantly community and voluntary groups.
- 3.5 To achieve the ambition for WHaCC to commission on a place based care basis a gradual approach to this new way of commissioning will be adopted with the phasing in based upon segments of the population. Due to the demographic of Wirral our first priority will be older people with a focus on frailty. The aim is to develop a prospectus which will outline the outcomes we expect for the frailty population on Wirral. This will be co-produced with both the public and also our stakeholders.

4 OTHER OPTIONS CONSIDERED

- 4.1 The single commissioning strategy has been developed in partnership with stakeholders from across the health and care system. A key intention of bringing together LA and CCG Commissioning is to have a single approach to commissioning health and care services therefore separate strategies are not in line with our key aims.

5 FINANCIAL IMPLICATIONS

- 5.1 The Commissioning Strategy provides a platform for a system based approach to spend across the health and care system. A controlled Expenditure Programme approach to work towards a single system budget control figure is being explored currently.

6 ENGAGEMENT / CONSULTATION

- 6.1 The Strategy has been shared with our key stakeholders in development and feedback has been incorporated where possible. Further changes have been incorporated following feedback received from the Joint Strategic Commissioning Board in June 2018 and from the Health and Wellbeing Board in July 2018. Following formal approval public engagement will be undertaken regarding the ambition to deliver services in a more integrated way, wrapped around people, and with a focus on self-care and prevention. Further engagement will take place on the development of outcomes that are meaningful to the public of Wirral.

7 LEGAL IMPLICATIONS

- 7.1 Major services changes associated with the strategy will require consultation and will be subject to scrutiny.

8 RESOURCE IMPLICATIONS: ICT, STAFFING AND ASSETS

N/A.

9 EQUALITY IMPLICATIONS

9.1 Equality Impact will be managed through the programmes of implementation associated with the Commissioning Strategy. Major service changes will be formally consulted upon.

REPORT AUTHOR: **Nesta Hawker**
 Director of Commissioning and Transformation
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APPENDICES

Appendix	Title
1.	Commissioning and Transformation Strategy 2018-2021

REFERENCE MATERIAL

N/A

HISTORY

Meeting	Date
Joint Strategic Commissioning Board	19 June 2018



Wirral Health & Care
Commissioning



Wirral
Clinical Commissioning Group



Wirral Health and Care Commissioning

Commissioning and Transformation Strategy

2018-2021



Version 0.18
Date: 24/7/2018

1. EXECUTIVE SUMMARY

This Commissioning and Transformation Strategy outlines the high level commissioning intentions of the integrated commissioning team up to 2021.

NHS Wirral CCG and sections of Wirral Council came together from May 2018 to form a single commissioning function, Wirral Health and Care Commissioning (WHaCC). WHaCC will jointly commission all age health, care and public health services for the Wirral population.

WHaCC will be responsible for setting the commissioning agenda and will lead the development of a Place Based Care System (PBCS) in Wirral. The focus will be on people and place, not on organisations. The transformation of service delivery is expected to reduce need for high cost acute care and improve health and wellbeing, reducing the need for long term care. The aim is to improve the outcomes for the people of Wirral and also to deliver sustainable services, both clinically and financially. Placed based care is being developed in response to the challenges Wirral health and care system faces of constrained funding, increasing demand, fragmentation of services and the need to deliver better health, better care and better value for the people of Wirral.

The ambition of providing services at the most appropriate local 'place' level has led to development of the '51-9-4-1 model' based on supporting health and delivering care at the most appropriate level. The intention is for services and pathways of care to be delivered through the 51 (as at January 2018) General Practices, nine neighbourhoods, four localities and one district. Development of the nine neighbourhoods is a priority for 2018/19 as this will be the cornerstone of place based care. Neighbourhood teams, with representatives from a variety of health and care disciplines and organisations, will be led by a GP, and will focus on the implementation of care to meet the needs of people within the neighbourhood.

By 2021 WHaCC will be commissioning on a PBCS basis and with the expectation of the delivery of agreed population based outcomes. The intention is to incentivise a shift in resources to community, primary care and prevention services and initiatives to achieve a reduction in demand on hospital and long term care services.

In order to enable the transition and development of a PBCS, Wirral Health and Care Commissioning will phase in the approach for segments of the population beginning with older people (50+), with a focus on frailty pathways.

Collaborative work will be undertaken during 2018 to develop the prospectus, which will outline the required delivery of care, for the first segment of the population. Wide engagement will be essential to ensure that the prospectus is co-produced with the public and wide health and care provider system. The prospectus will outline the agreed outcomes important to the people of Wirral and define how services can be transformed to meet these outcomes. Providers will be required to work collaboratively together to deliver integrated services/pathways, which are sustainable, resilient and flexible to meet the holistic health and care needs of patients and improve patients' experience and outcomes.

During the next two years WHaCC will continue to commission services in different ways and identify opportunities to facilitate the development of a PBCS. We will seek to develop formal contracts only with Providers who are working in collaborative arrangements required to deliver the defined outcomes. We intend to use contracting models in these areas to move towards the new PBCS approach, these will be viewed as enablers supporting the system move towards the aim of a PBCS.

2. INTRODUCTION

This Commissioning and Transformation Strategy sets out the key priorities and plans of the NHS Wirral CCG and Wirral Council partnership (known as *Wirral Health and Care Commissioning*).

Wirral Health and Care Commissioning (WHaCC) intend to undertake place based commissioning to improve population health outcomes in Wirral. This strategy outlines our vision, how we will move towards the commissioning of high level population based health and care outcomes, and the initial timeline for achieving this change.

Our strategy is intended to support, in a phased approach, a level of collaboration between local providers that enables the development of a *Wirral Place Based Care System (PBCS)* focused on people and not organisations. The new commissioning model outlined in this document brings together health, care and public health resources in one place (under the WHaCC umbrella) to drive the necessary reforms and innovation needed to support the delivery of PBCS.



Our strategy is framed around the need to improve health and care outcomes for Wirral residents. The case for change within this strategy is clear that we have opportunities to improve our outcomes. Transformation in the way we commission and deliver services is required and supported by all parties through the Healthy Wirral Partners Board and by Wirral Health and Wellbeing Board partners.

The commissioning priorities and work programmes described in this strategy are designed to drive the work of our newly integrated commissioning team during the next three years. They are also designed to help our providers to design and deliver local health and care services which are sustainable, resilient, flexible and able to adapt to the changing future needs of our population and improve quality of life.

This Commissioning and Transformation Strategy is a living document which will change and develop as the new system evolves and will be reviewed annually.

3. STRATEGIC CONTEXT

The Strategy has been developed in the context of a number of national and local drivers. These include:

Local

- *Healthy Wirral Plan*¹ www.wirralccg.nhs.uk/healthy-wirral/ - Healthy Wirral is a partnership plan with the aim of transforming how health and wellbeing services are delivered and designed in Wirral, putting residents at the heart of services.
- *The Wirral Plan: A2020 Vision (2015)*² www.wirral.gov.uk/about-council/wirral-plan-2020-vision – The Wirral Plan is a set of twenty pledges which the Council and partners are working to deliver by 2020. The plan has three main themes: People (protecting the most vulnerable in the borough); Business (driving economic growth) and Environment (improving the local environment).
- *NHS Wirral Clinical Commissioning Group Operational Plan (2017/18)*³ www.wirralccg.nhs.uk/about-us/plans-publications-and-reports/ - A one-year operational plan which describes the NHS Wirral Clinical Commissioning Group's (Wirral CCG) actions and priorities throughout this period.
- *Wirral Residents Live Healthier Lives Strategy (2016)*⁴ www.wirralintelligenceservice.org/media/2119/residents-live-healthier-lives-strategy.pdf www.england.nhs.uk/wp-content/uploads/2016/04/gpfv.pdf www.england.nhs.uk/wp-content/uploads/2016/02/Mental-Health-Taskforce-FYFV-final.pdfGP - The strategy is looking to address lifestyle change and work with local people to support them to take control over their health and wellbeing.
- *Expect Better – Annual Report of the Director of Public Health (2017)* <https://www.wirral.gov.uk/sites/default/files/all/Health%20and%20social%20care/Health%20in%20Wirral/Public%20Health%20Annual%20Report%20Wirral%202017.pdf>
This report is produced every year by Wirral's Director of Public Health. It looks at the health and wellbeing of the local population and highlights any issues that are specific to Wirral.

National

- Better Care Fund – Care Act (2014) drives integration of health, care and other public services
 - *NHS 5 Year Forward View (2014)*⁵ www.england.nhs.uk/wp-content/uploads/2014/10/5yfv-web.pdf - sets out the strategic vision for the NHS by 2020/21. It details a shared view on how services need to change and the models of care that will be required in the future.
 - *Next Steps on the NHS Five Year Forward View (2017)*⁶ www.england.nhs.uk/wp-content/uploads/2017/03/NEXT-STEPS-ON-THE-NHS-FIVE-YEAR-FORWARD-VIEW.pdf - sets out the strategic vision
-

for the NHS by 2020/21. It details a shared view on how services need to change and the models of care that will be required in the future.

- *General Practice Forward View (2016)* – sets out the NHS strategic plan for the development of Primary Care by 2020/21
- *Five Year Forward View for Mental Health (2016)* – sets out the NHS strategic plan for the development of mental health services by 2020/21
- *Transforming Care Programme for Learning Disabilities and/or Autism (2015)* - national strategy for improving health and care services so that more people can live in the community, with the right support, and close to home.
<https://www.england.nhs.uk/learning-disabilities/care/>

None of the above narrative is new and whilst all the above strategies and plans have similar aims and objectives there has not previously been a single, place based, narrative that brought together a “Golden Thread” for the Wirral health and social care system and local people. The Healthy Wirral Partners Board therefore came together in May and June 2017 to agree a single Case for Change, Mission, Vision, Strategy, Benefits and set of Strategic Outcomes – a golden thread that key local stakeholders could buy into providing partners with a core baseline against which to transform. This single version of the truth has been used as a reference for the commissioning and transformation strategy presented in this document and can be used track our progress going forward.

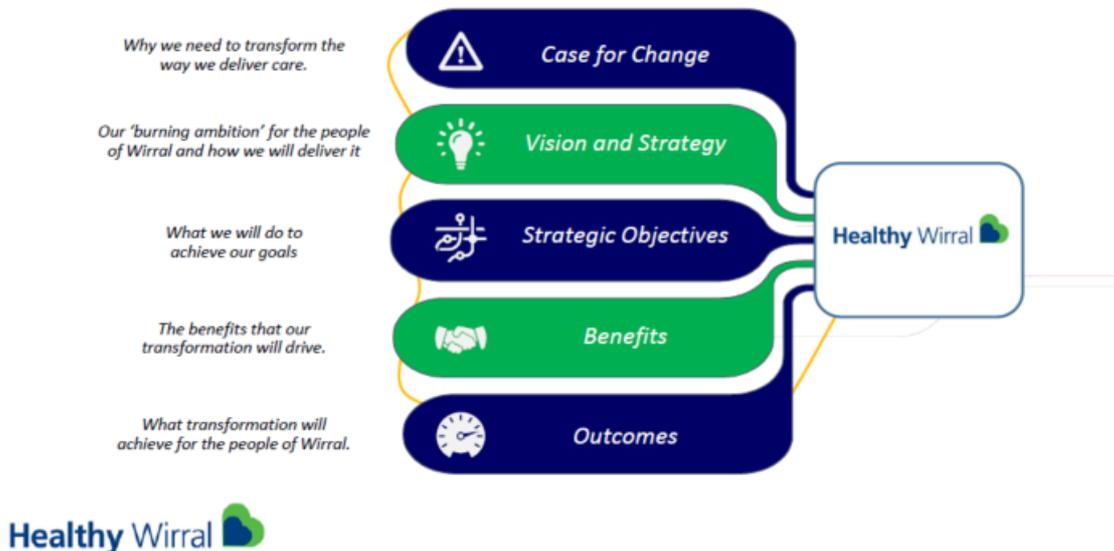


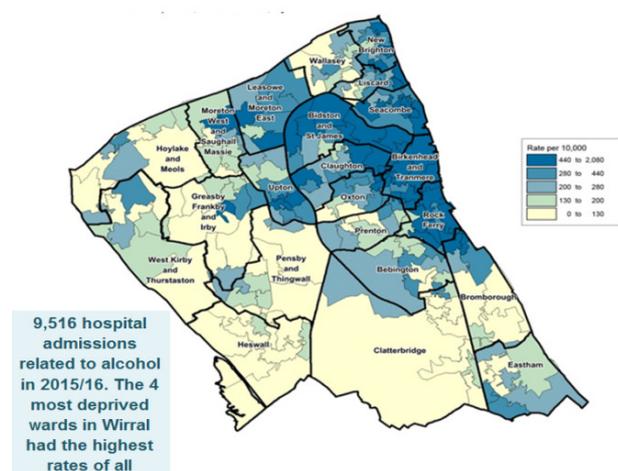
Figure 1– The Wirral Golden Thread

4. CASE FOR CHANGE

Health and Wellbeing

Wirral's population is just over 321,000 people. It is a borough of contrasts, both in its physical characteristics and demographics. Rural, urban and industrialised areas sit side by side in a compact peninsula. Despite its small area, the health and wellbeing of people in Wirral is varied, both across the peninsula itself and when compared with the England average⁷ Public Health England: Wirral Health Profile 2017. <http://fingertips.phe.org.uk/profile/health-profiles> (see also Appendix B).

Wirral is one of the 20% most deprived districts in England and about 24% of children live in low income families, with significant problems relating to alcohol usage in both adults and young people.



The number of physically active adults across Wirral is significantly lower than the England average.

These issues present a difficult challenge for public health, commissioners and providers of health and care services across the region.

For the younger population there are some key issues to address:

- One in four children in Reception are overweight or obese
- One in three children in Year 6 are overweight or obese
- The number of Looked after Children is still too high at 842 (as at 8 January 2018)
- A head teachers survey (Dec 2017) which asked about the key issues affecting the mental health and wellbeing of pupils identified; lack of self-confidence, low self-esteem and poor self-image as having the greatest impact. This was followed by exam/school pressure, behavioural problems and issues in the home/family environment.

People are living longer and it is estimated that by 2031 the proportion of older people aged 65 and over will have increased faster than any other age group. This is key, because older people are more likely to be living with complex health conditions, necessitating regular intervention from health and care services.

IF WIRRAL WAS 100 PEOPLE



32 OF THEM WOULD LIVE IN AREAS DESCRIBED AS DEPRIVED

Source: Wirral Joint Strategic Needs Assessment 2015

Life expectancy is 11.7 years lower for men and 9.7 years lower for women in the most deprived areas of Wirral compared to the least deprived areas.

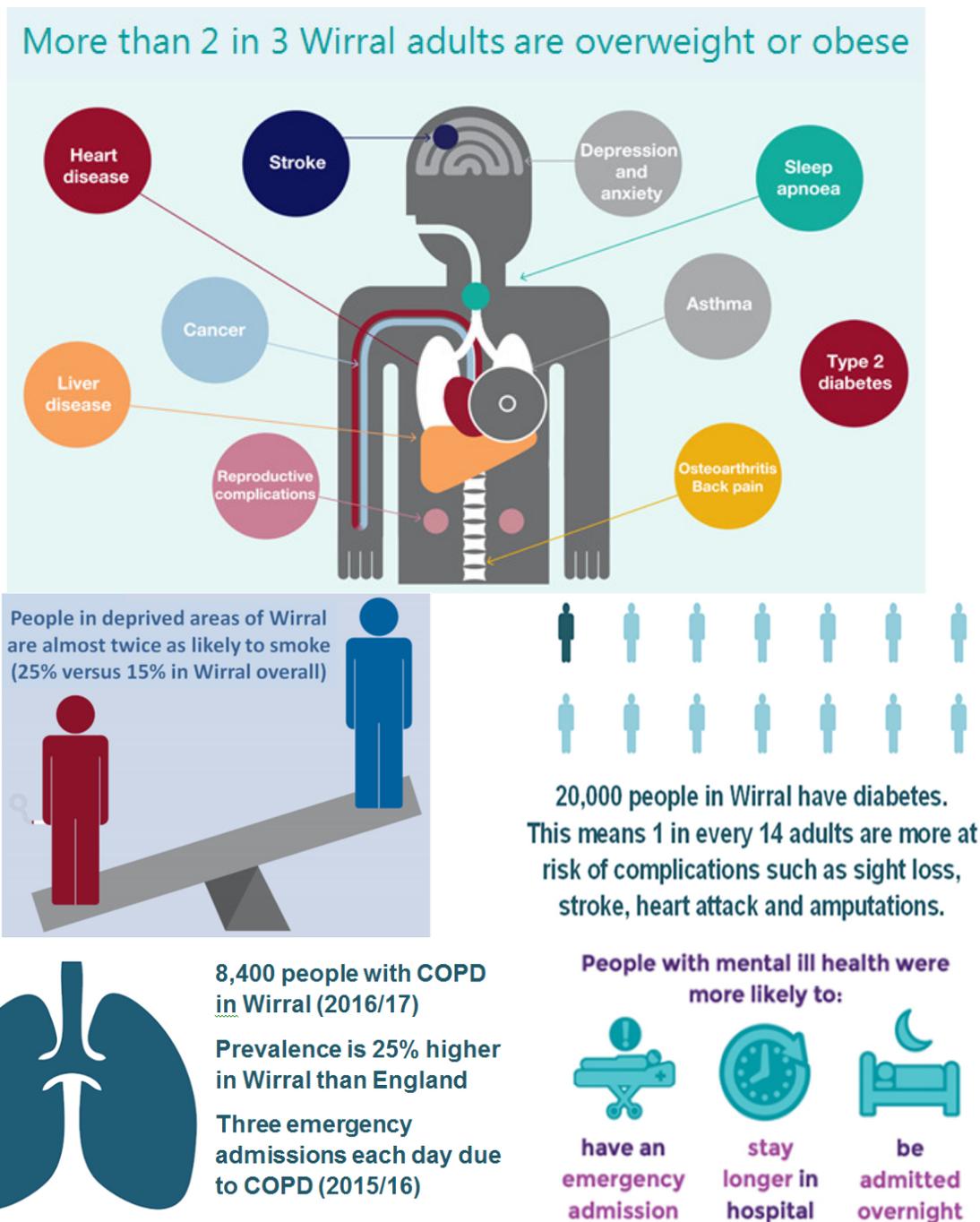
IF WIRRAL WAS 100 PEOPLE



68 OF THEM WOULD BE AN UNHEALTHY WEIGHT (BMI THAT PUTS THEM IN THE OVERWEIGHT OR OBESE CATEGORY)

Source: Wirral Joint Strategic Needs Assessment 2015

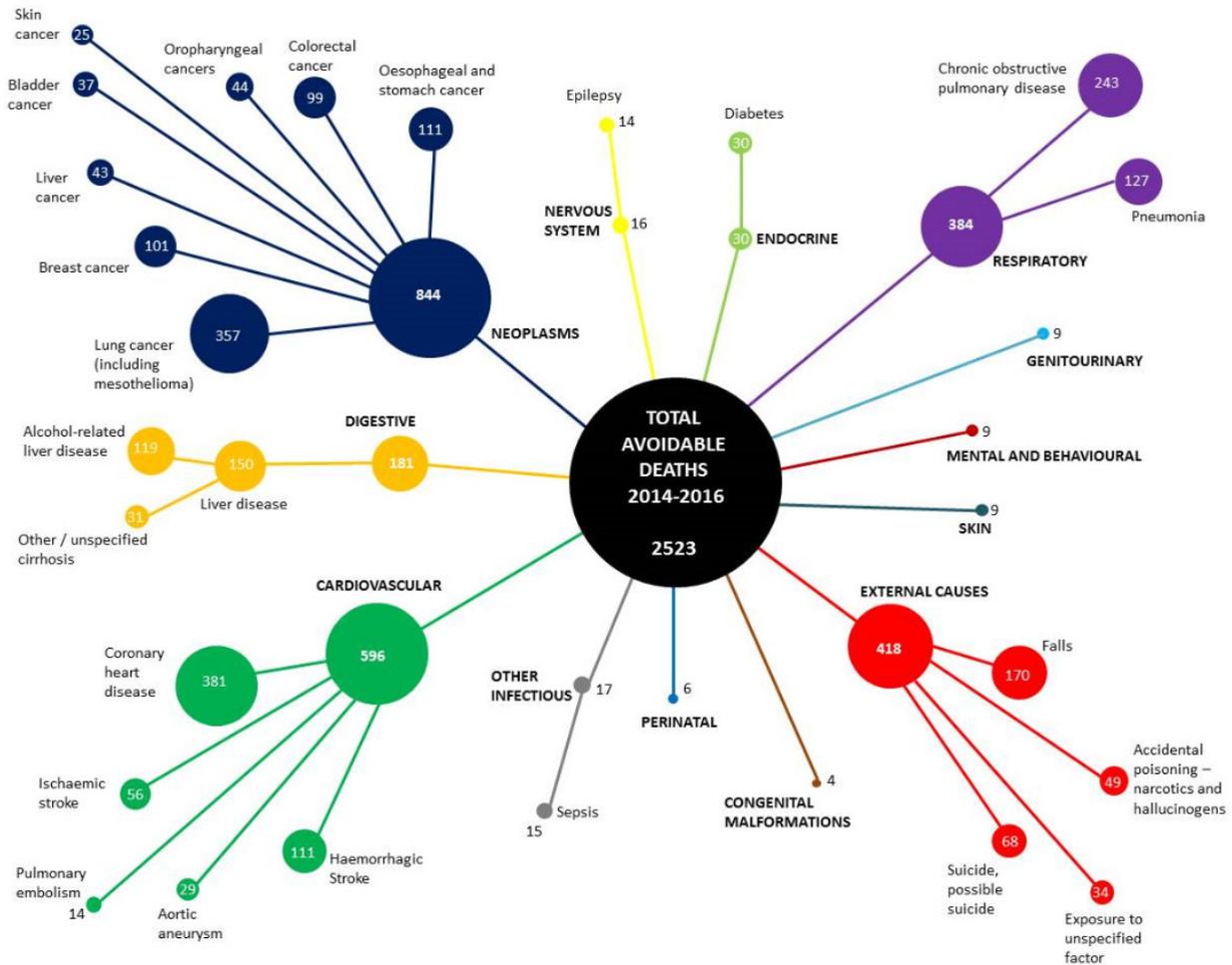
Consequently, health and social care services across Wirral - in line with the rest of England – are experiencing a period of sustained financial pressure. Demand for health and care services are increasing, at the same time that the funding for health and care services remains flat (or is decreasing in real terms)⁸ Wirral Council and NHS Wirral Clinical Commissioning Group Integrated Commissioning: Financial Risks and Mitigations (PwC, September 2017). The statistics below provide a snapshot of some of the issues that Wirral faces:



What causes Wirral residents to die early?

The key reasons of causes of what is classed as avoidable deaths has been analysed by Wirral’s Intelligence Service. The main causes are outlines in Figure 2 below:

Figure 2 - Causes of avoidable mortality in Wirral 2014-2016 (calendar years) pooled data



As Figure 2 shows, the largest cause of avoidable death in Wirral for the period 2014-16 was Cancer (neoplasms). Definitions of avoidable conditions are produced nationally and relate to specific age ranges¹². For example, a death from breast cancer is considered avoidable if it occurs under the age of 75, whereas deaths from falls are avoidable at all ages

Cancer accounted for 1 in 3 of all avoidable deaths in Wirral (n=844) in this period. The next largest cause was cardiovascular disease (CVD), which accounted for 1 in 4 of all avoidable deaths (24% or 596 deaths). Reductions in smoking and other risk factors produce reductions in CVD more quickly than cancer. Hence, deaths from CVD are falling while deaths from cancer are not reducing as quickly. It is worth noting that alcohol will have had a wider impact than the 119 deaths from alcohol-related liver disease reported, as it will have made a sizeable contribution to deaths from other causes such as circulatory disease, cancer and digestive disease.

In addition to the above drivers, expectations from the public have increased and there is rising public expectations of the NHS for personal and convenient care and effectiveness of prevention. Services need to deliver more personalised, patient centred services. Expectations have also risen due to new forms of diagnosis and treatment which have contributed to long term improvements in population health.

Financial Pressures

The Wirral health and care system is facing financial pressures and changes are required, in order to ensure health and care services are sustainable in the future and able to meet the predicted changes in the Wirral population. Within Wirral, organisations are facing significant financial challenges. A “do nothing” approach would see the expected funding gap over the next five years increase substantially.

Nationally, between 2011/12 and 2015/16 spending on NHS Foundation Trusts and NHS Trusts increased by 11%, while Council spending on adult social care has reduced by 10% since 2009/10 (17% in real terms). Adult social care is the most unpredictable element of a Council’s budget and is not ring fenced; this makes it almost impossible for councils to completely protect social care from cuts. During the same period the number of people aged 65 and over’ has increased in

England at more than twice the rate of the increase in the population as a whole. It is more difficult for people to get publicly funded social care, with the numbers of people receiving social care having fallen by 25% since 2009. This lack of access to social care is increasing the potential risk of people being delayed in hospital when they are ready to be discharged.

The continuation of these trends will result in three widening gaps:

- 1) A health and wellbeing gap – a failure to prioritise primary prevention, health promotion and self-care will stall improvements in life expectancy and health inequalities will widen
- 2) A care and quality gap – unless care is integrated and re-designed to tackle variations in quality and safety, then patients' needs will go unmet
- 3) A funding and efficiency gap – if demand is not controlled across health and social care, and if services are not integrated to maximise efficiencies, minimise duplication at a time of resource constraints, the financial challenges and pressures for the commissioners of health and care services across Wirral will result in worse services, fewer staff, deficits and restrictions on new treatments.

The financial challenge facing the Cheshire and Merseyside health system is significant. The 'do nothing' financial gap for this area is forecast at c.£908million by 2020/21⁹ www.democracy.wirral.gov.uk/documents/s50037828/STP%20Update%20with%20Cheshire%20and%20Wirral%20LDS%20Plan%20161116.pdf with Cheshire and Wirral facing a c.£314m financial gap. The NHS in Wirral is facing an estimated £100m gap in the same period¹⁰ Source: Outputs from Healthy Wirral Accountable Care Workshops (May & June 2017). Workshops facilitated by PwC involved: NHS Wirral CCG, Wirral Council, Wirral Community NHS Trust, Wirral GP Provider (GPW-FED) Limited, Wirral University Teaching Hospital NHS Foundation Trust, Cheshire and Wirral Partnership NHS Foundation Trust and Primary Care Wirral Limited. It is forecast that Wirral Council will be required to reduce its spending or generate more income, by at least £130 million by 2021¹¹ www.wirral.gov.uk/sites/default/files/all/About%20the%20council/Performance%20and%20spending/2017-2021%20Medium%20Term%20Financial%20Strategy%20.pdf.

By 2020/21 the financial position of the health and care system in Wirral is projected to result in a £124 million deficit if no changes are made to how services are delivered.

Within the Healthy Wirral Programme we have committed to creating a health and care system that will be financially balanced and sustainable by 2020/21. Delivering our ambitions for a new way of commissioning, as outlined in this strategy will contribute to meeting the financial challenge whilst also ensuring that services meet the needs of local people by achievement of outcomes agreed with them and the system.

The Key Issues

There is a strong case for changing the commissioning and delivery of health and care in Wirral, as the current system is not sustainable for the following reasons:

- An ageing population is increasing demand and pressure on the system
- Wirral people have poor health outcomes relative to the England average
- There is a wide variation in outcomes across Wirral – there is a difference in 11 years in life expectancy between the east and west side of Wirral peninsula
- Our health and care organisations do not always work effectively together so people do not always receive joined up care
- Too many people spend too much time in hospital, when they could be cared for in a more appropriate setting
- People have increased expectations of the care they should receive

- Without significant transformation in both the commissioning and provision of health and care there will be not be the workforce available or sufficient funding to maintain the quality and standards that we want local people to experience.

5. MISSION AND VISION

System Wide Transformation – Towards Place Based Commissioning

The Healthy Wirral Partnership recently agreed a mission and vision statement as below:

Mission

Better health and wellbeing in Wirral by working together

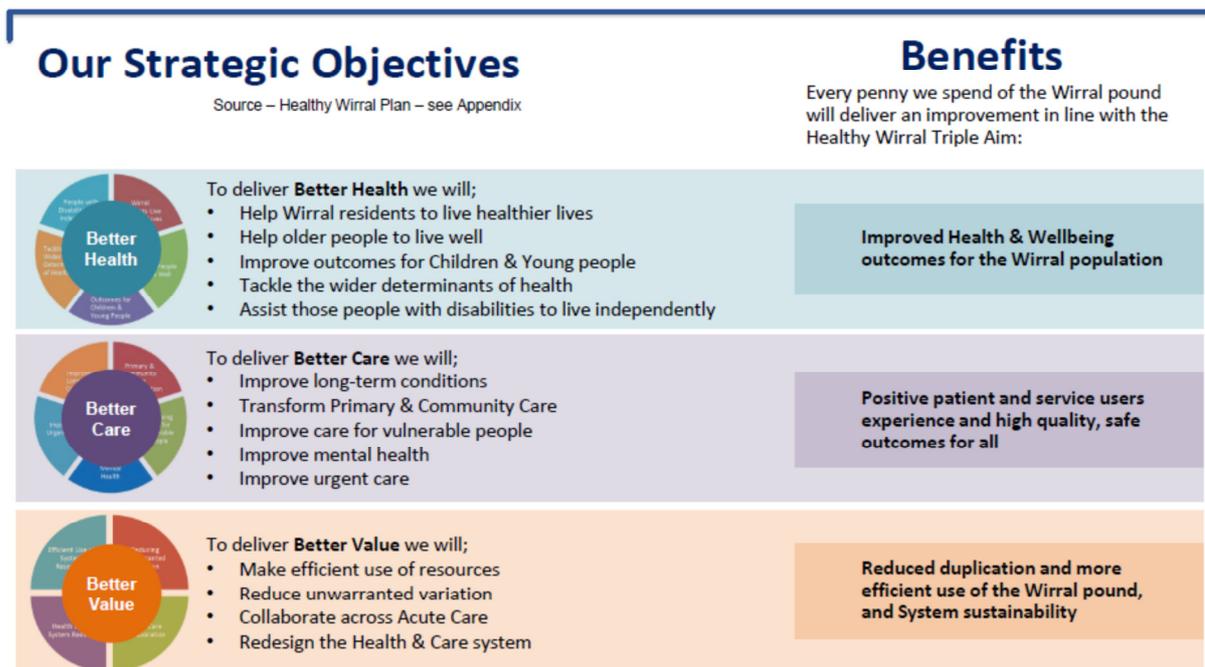
Vision for Wirral Place Based Care System

To enable all people in Wirral to **live longer and healthier lives** by taking simple steps of their own to **improve their health and wellbeing**. By achieving this together we can provide the **very best health and social care services** when people really need them, as **close to home** as possible.

The vision stresses the importance of preventing ill health and our people being in the right place at the right time. The outcomes highlighted in blue are what local people can expect to experience.

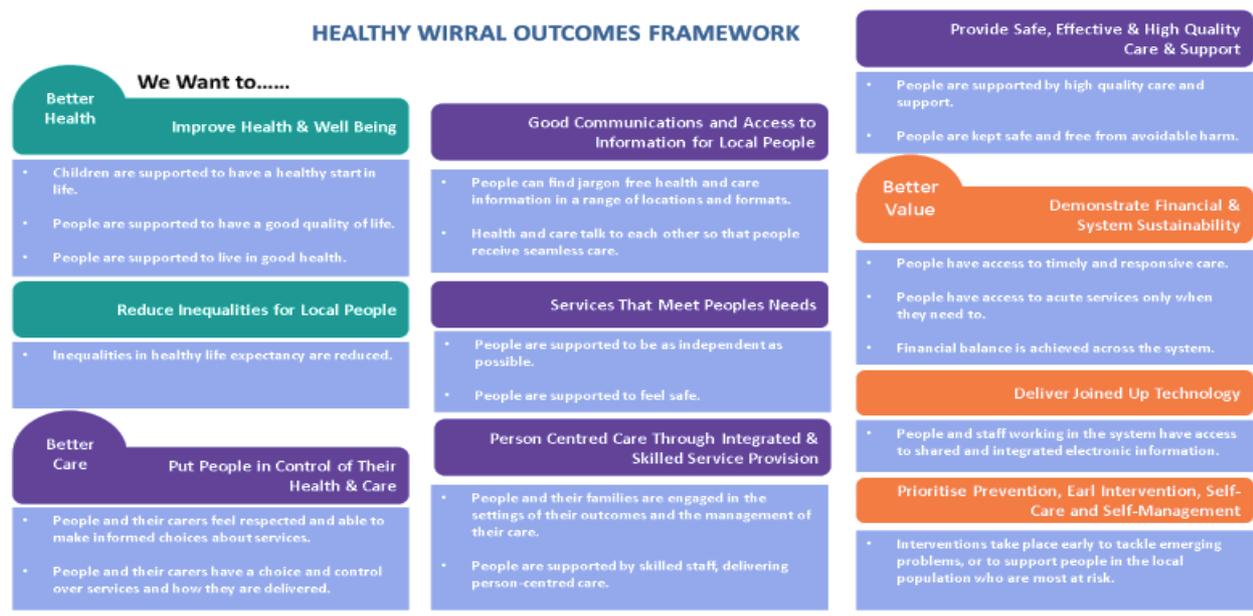
The members of the Healthy Wirral Partners Board are committed to working together to ensure that every penny we spend of the Wirral pound will deliver an improvement in line with the strategic objectives of Healthy Wirral which are outlined in figure 3 below.

Triple Aim: Figure 3



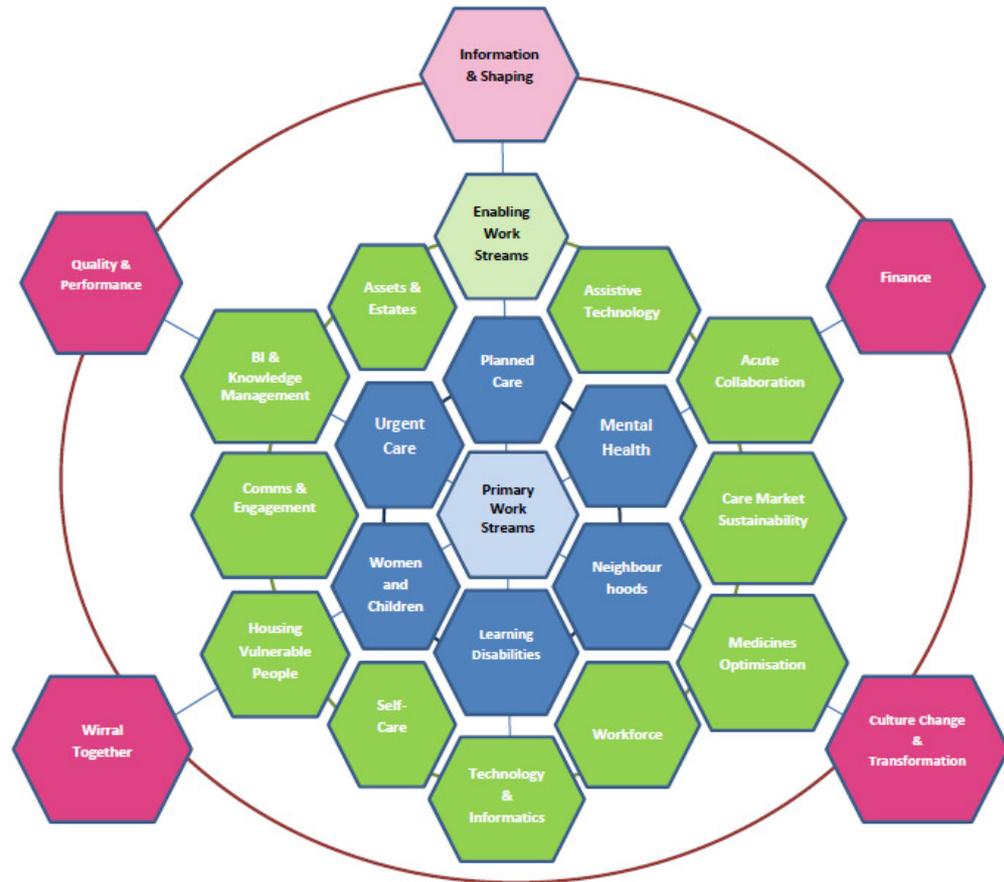
A proposed outcomes framework is included here (and in more detail within the Appendix) which shows the partnership’s commitment to measuring the progress of transformation plans against the health and care priorities that matter to local people. For local people using health and care services in Wirral that means a way to measure whether the services they receive (activities) will improve their health, wellbeing and experience of care and support (outcomes). The full outcomes framework is included in the Appendix, including indicators and measures. Before these draft outcomes are adopted, work will be undertaken with people and other stakeholders to agree the outcomes indicators, measures and level of achievement expected. A high-level summary of the outcomes framework is provided below.

Figure 4 – Healthy Wirral Outcomes



As part of the future place based care system, these outcomes will be reviewed and additional outcomes developed in partnership with local people and the wider health and care system.

In order to deliver the Healthy Wirral and 2020 Plan, Wirral Partners Board have agreed a number of enabling and primary work streams which are shown below. Each of these have identified leads from across the system and will report progress. The primary work streams are also reflected in the commissioning intentions described within this Strategy.



6. Wirral Health and Care Commissioning (WHaCC)

In order to facilitate the development of PBCS fundamental changes are required in how commissioners and providers work together. In December 2017 Wirral Council and Wirral CCG presented papers through their governance arrangements advocating the development of joint commissioning arrangement for health and social care. Both the Council Cabinet and CCG Governing Board recognised that to deliver sustainable high-quality care to the populations they served that they needed to look beyond their own organisational boundaries to ensure that collective resources could be deployed to maximum benefit. The proposals for a new commissioning model for Wirral to reflect this stated ambition have been in development for over a year.

Our vision for the commissioning model is designed to:

- Drive implementation of the new arrangements
- Be aspirational

Vision for Wirral Health and Care Commissioning Model

A single, fully integrated commissioning body (joint vehicle) with the delegated authority to commission all age health, social care and public health services for the Wirral population – using a single budget, under a single governance arrangement and a fully integrated management structure.

It is assumed that Commissioners will remain statutorily responsible for improving the health and wellbeing of the populations they serve. The role of the CCG and Council as system leaders is crucial in shaping the provider landscape, orchestrating the set of provider relationships that allow the PBCS to come into being and ensuring that the PBCS is commissioned in a way that delivers maximum value.

WHaCC will be responsible, in conjunction with residents and patients, for setting the population level outcomes that the PBCS will be expected to deliver and for holding the PBCS to account for delivery. It is recognised that commissioners will need to move to contract in a different way for the future PBCS partnership. Our role will be to:

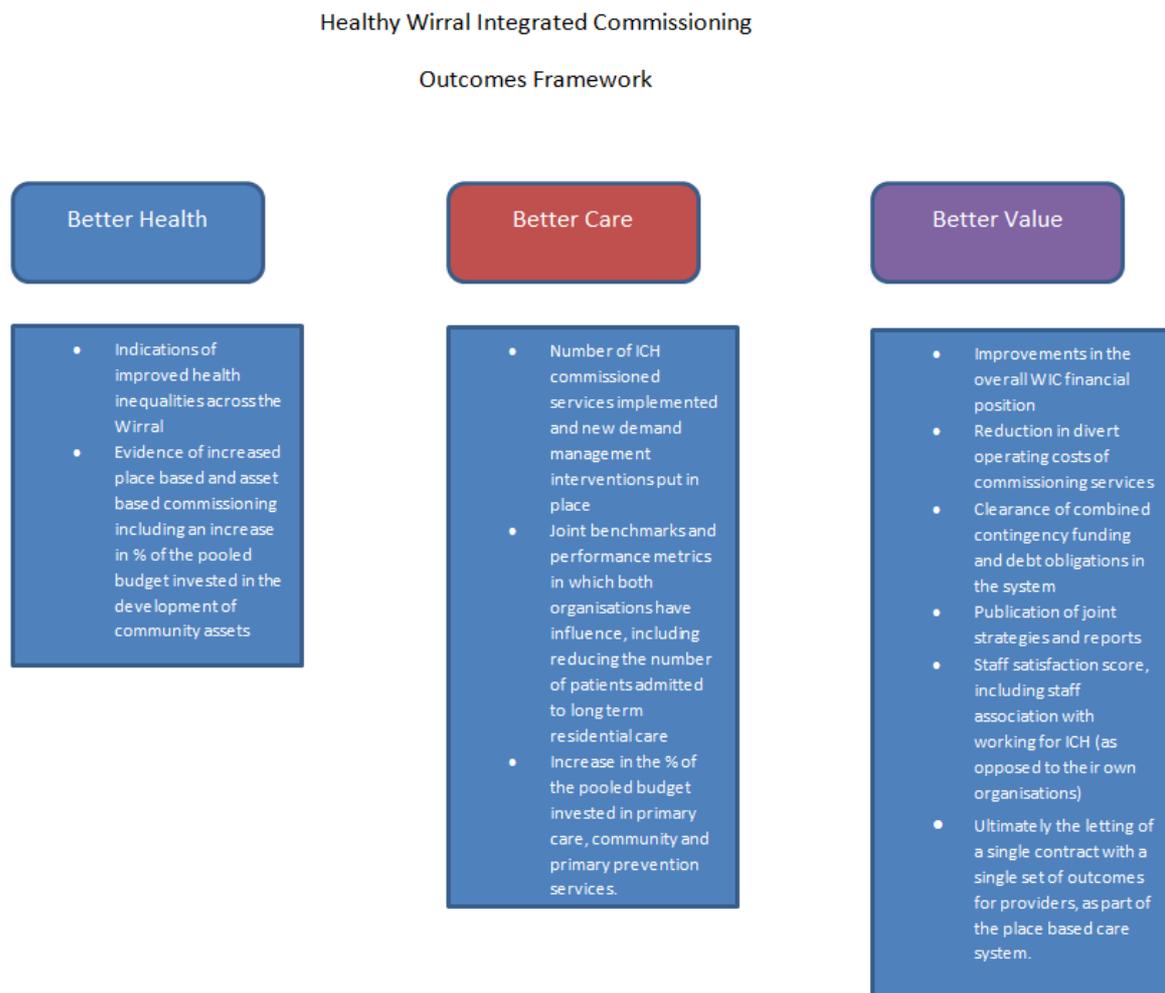
- Commission services that provide better health, better care and better value by improving health and care outcomes for the people of Wirral
- Focus on place and population health needs, taking a holistic view of health, care and wider public-sector reform - setting outcome measures at the population level and defining the broad models of care required from providers
- Ensure statutory duties are met
- Ensure that outcomes are co-produced with the people of Wirral and that commissioned services address equity and reduce the variation in health outcomes and years of life with disease burden currently experienced by local people.
- Develop integrated health and care strategic planning arrangements
- Ensure alignment with broader public services e.g. employment, education and housing
- Keep abreast of national and international best practice ensuring that this is implemented by providers as appropriate
- Commission population based contracts – we will commission a system on behalf of the whole population not services from individual providers
- Support the development of a Place Based Care System that provides safe, high quality, evidence based, appropriate services offering choice, where appropriate, and control to residents
- Continually assess the requirements and needs of the population to ensure our contracts with the provider system deliver population based outcomes in line with national benchmarks
- Develop innovative contracts to enable services to work together and hold providers as a whole to account for delivery against agreed outcomes
- Create incentives and disincentives to deliver aligned place based service aims and outcomes, to support innovation and best practice
- Undertake strategic market shaping and oversight
- Ensure financial, performance and quality targets are met – on a system wide basis
- Ensure continuity of care and mitigate against market failure
- Maximise the use of technology as part of the solution required to meet needs of the population
- Continue to develop the right intelligence to understand our population now and in the future to ensure commissioning based on resident need.

As part of the WHaCC's approach to commissioning we will also emphasise the need to build and enhance an 'asset based' and 'place based' population management approach working with the four localities and nine neighbourhoods making up the Wirral peninsula.

Our ambition is to drive significant behaviour change across our population, organisations and workforce. Our population need to be less reliant on public services and more proactive in their lifestyle choices. Our organisations need to think beyond their organisational boundaries towards people and place. Our workforce needs to think differently in their relationships with local people and with other organisation.

7. COMMISSIONING INTENTIONS

WHaCC has a number of high level aims which we wish to achieve through our commissioning activities.



The principles we will adopt are detailed below:-

- A. **Empowering Citizens and Communities.** We want to support local people to take control of their own lives, health and care. This will require a significant culture change in our organisations and communities which will shift the balance of power from services and service providers to citizens themselves. We need our commissioning process to enable local people to develop the skills and confidence to take control of their own lives, reducing dependency on our traditionally paternalistic health and care system. New commissioning approaches to achieving behaviour change are a key feature of our strategy. Our approach will be asset based, co-production, utilising social capital, inclusive and equitable.
- B. **Commission for the 'Whole Person'.** We will commission services that will take responsibility for accommodating and supporting the psychological, emotional, economic and social aspects of people's lives in seeking to improve their health, wealth and wellbeing; this includes taking account of the needs of the wider family. We are committed to supporting the most vulnerable people in the community and where long-term support is required this will be community and outcomes focused to maximise independence and wellbeing.

- C. **Create a Proactive and Holistic Population Health System.** While interventions focussed on individuals and integrating care services for key population groups are important, these must be part of a broader focus on promoting health and reducing inequalities across whole populations. We want to improve outcomes from individuals, local communities and the whole population.

Our commissioning activities need to support the development of a local population health system that improves the conditions in which people are born, live and work. The most significant factors that impact on health and wellbeing include poverty, housing, education, lifestyle and employment. It will therefore be a real advantage of the close alignment of WHaCC to these wider community factors.

We need to use our collective commissioning capability and capacity to support the development of strong whole system leadership that will tackle these wider determinants of health and wellbeing. We also need to reduce the variance in health and wellbeing outcomes across our local system; reducing inequalities across Wirral.

- D. **Take a 'Place-Based' Commissioning Approach.** Take a place based commissioning approach to improving health, wealth and wellbeing. By this we mean:

- Operating as one integrated system, focussing on people and places rather than organisations or sectors, pulling services together and integrating them around people's homes, neighbourhoods and towns. This will lead to more 'one stop' appointments for people where they can access a range of help at the same place and time ensuring efficiency is also achieved in the delivery of services.
- By having a rich picture of local needs and assets we will harness these assets that exist in communities to align and co-ordinate them with local government, health and care services, for the benefit of people living in those communities.
- Increasing community resilience and supporting communities to use their own assets (skills, strengths and resources) to tackle the issues that affect their lives.
- Tailoring commissioning activity and care delivery to the specific needs of local communities taking account of the assets that already exist there, utilising an asset-based community development approach.

- E. **Target Commissioning Resources Effectively.** We have a universal responsibility for population health. However, within this we need to differentially target our commissioning resources to different groups of people e.g. frail and vulnerable people and those that are considered at high risk.

We intend to use an approach that will breakdown the population by place, to enable services to adapt care and resources according to the needs of that place, and the ability to deliver the most benefit; this will also have a positive impact on reducing health inequalities.

We also need to target our resources towards evidence based and cost-effective care, optimising both outcomes and value for money and to actively decommission services that are not value for money and / or are not improving outcomes. WHaCC will agree measures against which these decisions will be made with the people of Wirral and our stakeholders. We will work with people and providers to improve outcomes.

The use of technology and innovative interventions will be key to the delivery of these principles.

We will measure the effectiveness of our strategy using national sources of benchmarking information together with local information to provide us with objective and comparative performance data on the delivery against our outcomes. This will in turn inform our future commissioning intentions and our ongoing priorities.

Development of a Place Based Care System (PBCS)

Wirral CCG and Wirral Council intend to lead the development of a PBCS in Wirral through their actions of becoming an integrated commissioner, and the intention of moving to place based commissioning to improve the population health outcomes.

Placed based care is being developed in response to the challenges Wirral health and care system faces of constrained funding, increasing demand, fragmentation of services and the need to deliver better health, better care and better value for the people of Wirral.

In Wirral the Place Based Care System approach will build on previous efforts to integrate health and care services, across organisational boundaries, including the Better Care Fund. Our local approach will involve an alliance of providers delivering place based integrated healthcare from an integrated commissioner of health and social care. Not all aspects of health and care need to change; indeed there is a great deal to be proud of locally.

This strategy is designed to support the development of a Wirral Place Based Care System within which the providers of services work together to improve health and care for the populations they serve. This means organisations collaborating to manage the common resources available to them rather than each organisation adopting a 'fortress mentality' in which it acts to secure delivery of their individual contract, regardless of the impact on others. The aim of our PBCS is that local people who access care will have seamless care pathways without any impact of organisational boundaries.

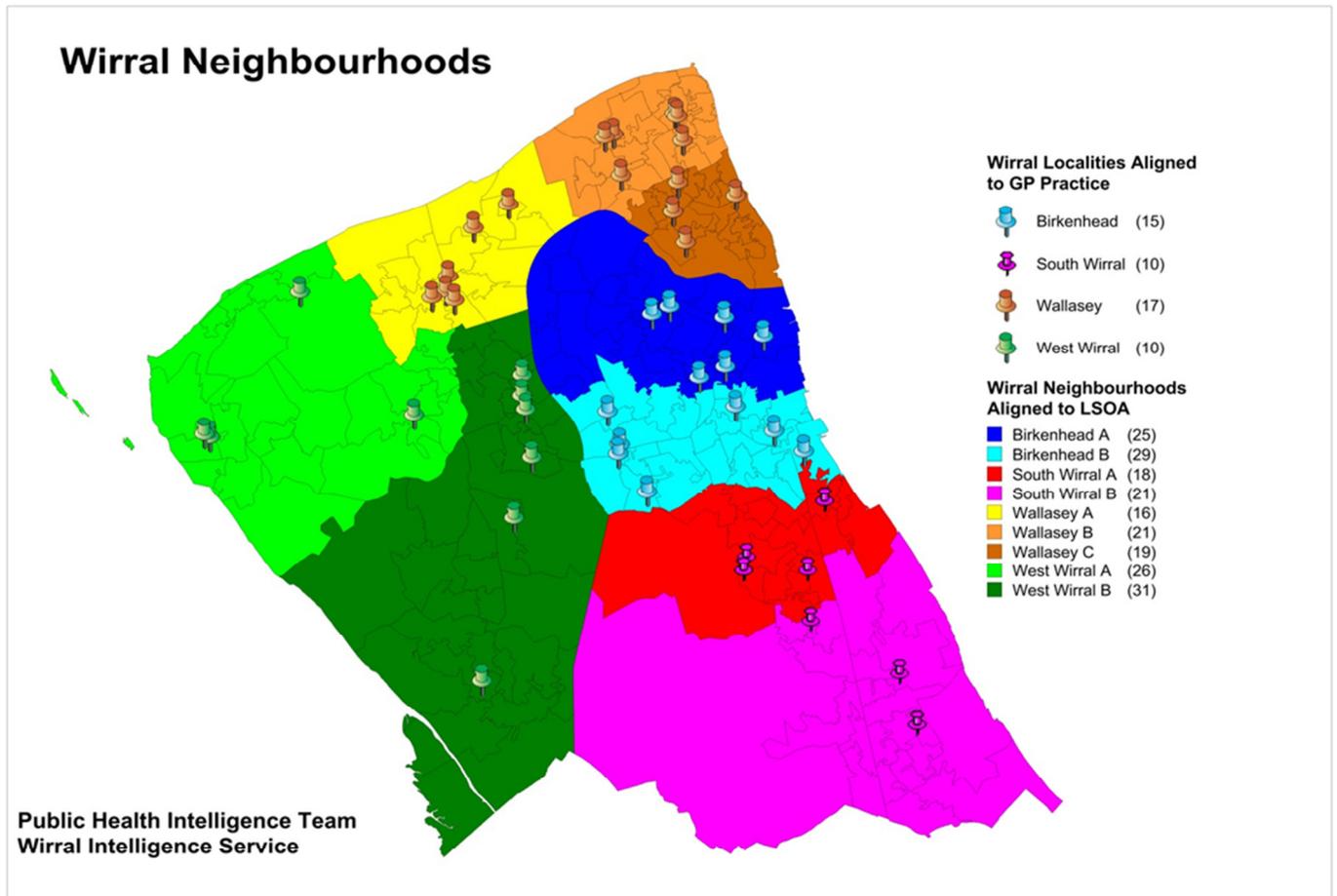
For providers of health and care services there will be a requirement for commitment to work in partnership across a wide range of organisations that impact on the health and care of Wirral residents. It is recognised that there is an important role for the Third Sector and Independent services in the delivery of PBCS.

As part of PBCS it will also be expected that an asset based approach will be adopted. Using asset based approaches considers what the assets within a community are, how assets can be supported and developed, what communities can do for themselves, how individuals and families can be enabled to connect with their community and how this impacts on outcomes.

Development of Place

A focus on providing services at the most appropriate local 'place' level has led to the '51-9-4-1 model' based on supporting health and delivering care at the most appropriate level. The intention is for services to be delivered through 51* General Practices, nine neighbourhoods, four localities and one district. Each of the nine neighbourhoods will be made up of a population of between 30-50,000 residents using health and care needs of the population as the building stone for the geographic boundary. Each of the four localities would have a population of between 60-100,000 residents. The neighbourhoods would be contained within each of the four localities. The district would be where services should only be provided once at this level. Primary care leaders, including General Practice (GPs), will be at the centre of the PBCS, transforming community-based services and care pathways for a defined population.

- 51* Wirral general practices, 'population health' approach
- 9 neighbourhoods serving communities of 30-50,000 people, supporting better coordination and a risk-based approach to care planning
- 4 localities with more specialist services
- 1 Wirral district



Neighbourhood teams will become the cornerstone of delivery of place based care and therefore their development is a priority for 2018/19. Within the neighbourhoods it is expected that services will collaborate to meet the needs of the people in that particular place and these needs may well be different from other places within Wirral. Services will need to flex their approaches towards delivery and to meet these needs and achievement of system outcomes. As General Practices (GPs) are at the centre, services will wrap around GPs to ensure a seamless access point and pathway for people. The neighbourhood teams will be led by a GP to ensure co-ordination of health and care. This is expected to free up GP time as more care will be delivered proactively to people. Neighbourhood services will include a number of community services such as drug and alcohol teams, social care teams, advocacy services, primary mental health and rapid response teams. The expected benefits of the improved co-ordination between these teams include patients having to tell their story once due to shared information, improved knowledge of the place such as what is available in the community to help support people and keep them independent and well, and enhanced crisis prevention and intervention.

Services within the 4 localities are also expected to collaborate with GPs and neighbourhood services to deliver place based care. These services will be more specialist community services such as specialist mental health services, specialist outpatient clinics e.g. memory clinics and rehabilitation services.

The one Wirral district will be provided from one location, such as in-patient hospital services, and such services will also be expected to collaborate to ensure a seamless pathway.

51 GP Practices

There will be no change to the core GP contract national requirements. Involved at this level is the team within the GP practice including all clinicians and those with special interest. These could provide services for other GP practices as per local agreement.

This could include the opportunity to share back office functions across practices.

It is important to recognise that GPs are highly trained and their time should ideally be focused on:

- managing clinical (therefore cost) risk through the long term nature of the professional relationship with the patient
- managing complex patient care
- working preventatively and proactively
- maximising MDT team working (clinical and non-clinical) within the practice and also neighbourhood team engagement
- managing health seeking behaviour, specifically around low risk common conditions

The role of GPs as medical generalist will remain critical for success in delivery of care. This involves deep contextual knowledge of patients and their family and social situation to understand and interpret symptoms and problems. It enables GPs to hold clinical risk in the community without onward referral to other services. Evidence shows that for about a quarter of patients it can help to 'de-medicalise' problems for which medicine may be unable to find an answer.

This role of the GP practice and being able to improve the ease of access to more self-help low level community intervention is a critical aspect of place based care.

Place based care will enable GPs to spend their time more effectively by freeing up capacity as a result of the wrap around services that will be easily accessible.

Neighbourhoods

An integrated workforce, with a strong focus on partnerships spanning primary, secondary, mental health and social care and importantly community and voluntary groups. Neighbourhoods will also utilise the support (assets) available in their area to the benefit of their particular population. The aim is to improve outcomes for people and to deliver consistent and continuity of care.

Neighbourhoods teams will work with the GP practices and the overall approach is of one team:

- who know and have affinity with the local population and their needs
- to stratify the neighbourhood population to identify people who would benefit from proactive multidisciplinary support and co-ordinated care planning – those people with rising risk
- to have intervention and priority for addressing those with complex care needs, classed as rising risk and also those that are mainly well.
- with knowledge of people, services and community assets and where people are empowered to make the best choices, plans and actions for health and wellbeing
- who “make every contact count” to promote health and wellbeing.

The neighbourhood leadership team will be led by a GP to ensure co-ordination of the neighbourhood team in the delivery of health and care pathways. There will be a clear focus on the delivery of prevention, early intervention and proactive care to reduce the demand for reactive and specialist care.

Localities

In this footprint the pathways will join with more specialised services and teams that will be available in the four localities across Wirral. These will include more specialist services, such as for specific long term diseases e.g. diabetes, respiratory, memory clinics and will require involvement of more specialist clinical involvement to deliver the patient care. In this part of the model there will be opportunity for the provision of services that are currently provided in the acute hospital, such as some out-patient clinics.

Wirral District

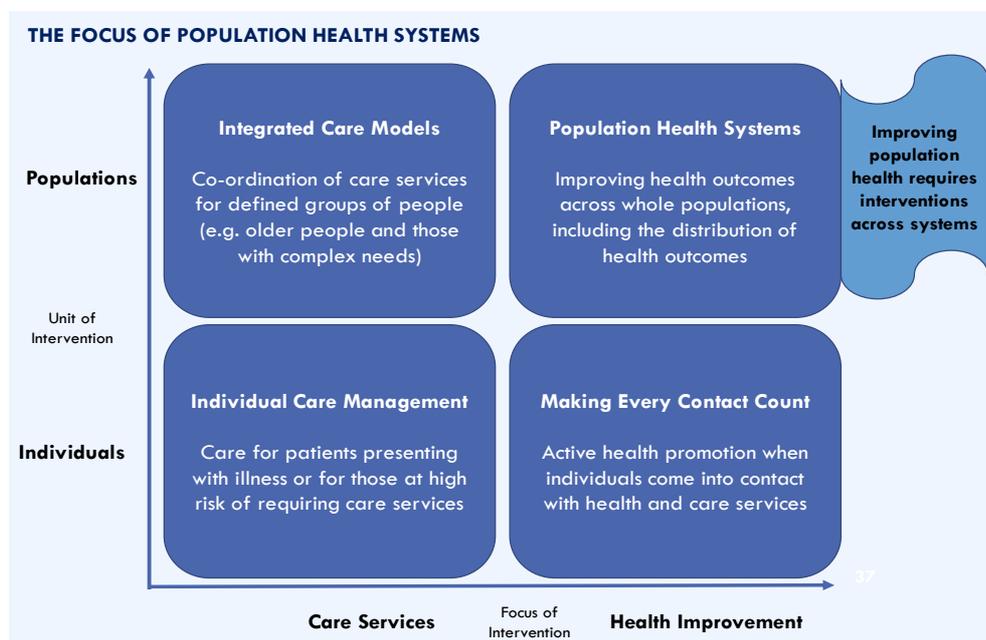
View of overall population group and with services can only be provided at this level, such as provision of in-patient beds and urgent treatment centre. These services will be part of the community offer and the pathway to and from hospital will need to be linked to the work of the neighbourhoods and localities. There will remain a proportion of services that will need to be commissioned across a wider geographic footprint, such as Cheshire and Merseyside. These services require a larger population in order to ensure clinical outcomes and sustainability both clinically and financially can be maintained. Examples of such services are specialised services, emergency and patient transport services and some aspects of obesity services.

Commissioning Approach

To support this journey of moving to PBCS the commissioning priorities and work programmes described in the following section are designed to drive the work of our newly integrated commissioning team during the next two – three years. As a consequence, they are also designed to help our providers to design and deliver local health and care services which are sustainable, adapt to the changing, future needs of our population and improve quality of life.

In order to develop a Place Based Care System it will be critical to develop the system, the outcomes and how services are delivered with local people. Both commissioners and providers will work in partnership with local people to coproduce the future outcomes and how services are delivered. This will ensure that local people will be at the centre of what their care in their particular 'place' will look like in the future and what improvements they can expect.

As outlined in the figure below, what we are describing here is the use of PBCS as means of delivery of population health. This enables our system to have a wider scope and impact than most of the approaches to integrated care in Wirral and elsewhere in England to date. While interventions focused on individuals and integrating care services for key population groups are important, these must be part of a broader consideration on promoting health and reducing health inequalities across whole populations. **Figure 5 – Health Systems**



Place Based Care System Commissioning Timeline

The ambition of the WHaCC is to commission on a place based care basis. The scope of the financial budget will be agreed as we progress towards this ambition. In order to achieve this goal and to ensure development of a sustainable health and care system, a gradual approach will be adopted, where locally driven evolution will be key. We will phase in this approach for segments of the population beginning with older people (50+) with a focus on frailty.

To support the approach described above the ambition of WHaCC is to work with all stakeholders between July and November 2018, to co-produce a prospectus. This will include neighbourhood teams undertaking engagement and consultation with local people to ensure that they are involved in how services and pathways are transformed for the frailty population. This feedback will form the detail within the prospectus and will define our placed based commissioning requirements for the frailty population and will include agreement of the definition for frailty. We will outline what is expected from providers to meet the outcomes and requirements of the particular pathways to be agreed for inclusion within this segment of PBCS.

The prospectus will identify our populations needs and the outcomes that are important to the people we serve in their particular place, and this will include defining what success looks like. These outcomes, against which system performance will be measured against, will be linked to our vision and include the proposed outcomes framework shared in the Appendix.

On completion of the prospectus a response will be required from providers of health and care on how the expectations and outcomes within are to be met. As a result of the expected transformation of pathway delivery it is expected that the response will be a collaborative response incorporating the wide provider system, including third sector and independent sector. Within the response, as well as meeting the agreed PBCS outcomes it will also be a requirement for assurance from providers that they will meet the NHS constitutional standards.

Commissioning/Contracting enablers for development of PBCS

As a next step towards place based care system our intention is to support the development by contracting for outcomes which are important to the people of Wirral. We will work with our regulators in order to gain assurance on our approach. Our future commissioning and contracting approach will therefore be based on the following principles:

- Delivering an agreed set of outcomes for our population ensuring our legal duty to involve patients in all aspects of commissioning is maintained
- Enabling providers to work together to deliver integrated services/pathways to meet the needs of patients and improve patients' experience
- Enabling the development of a strategic health and care commissioner with reduced transactional and transformational functionality as this migrates within the remit of the PBCS.

As we transition from volume-based to value-based health and care, the population approach will be fertile ground for incentives around reducing risk, driving appropriate utilisation and improving outcomes.

Contractual approach

Wirral commissioners have sought to integrate pathways through contracting models. There are various options for contracting and formalising how providers can work together in PBCS. WHaCC will work with providers to agree the most appropriate contractual option for PBCS in the development of the prospectus.

These options will include prime contracts, alliance contracts and contractual joint ventures. Wirral commissioners have already utilised the prime provider contracting model in order to facilitate providers to work collaboratively and to reduce the transactional burden of contract management on the commissioner. The prime provider moves from potentially many providers holding contracts with the commissioner to one provider, who is responsible for the whole service pathway including costs, outcomes, quality etc. It is important to note that the prime provider is only one example of a contract framework that can be adopted to enable providers to collaborate across pathways/services. Other collaborative contracting arrangements may be utilised depending upon specific circumstances and outcomes to be achieved and WHaCC will engage with providers to agree which option wherever feasible.

During the next two years WHaCC will continue to commission services in a different way and have identified opportunities to facilitate the development of a PBCS. These enablers are identified below, and we will seek to develop formal contracts only with Providers who are working in appropriate collaborative arrangements and the most capable to deliver the required outcomes. We intend to use contracting models in these areas to move towards this new PBCS approach to the commissioning of health, care and public health services. These will be viewed as enablers of moving the system towards the aim of a PBCS and all such services and contracts will become part of the future PBCS.

- Muscular Skeletal Services
- Drug and Alcohol Services
- Urgent Care Service
- Frailty pathways
- Obesity
- Mental Health – integration of the mental health pathway

To support the approach WHaCC will work with local people and providers to develop outcomes based contracts with the characteristics of the new population, outcome based commissioning approach. In effect the development of contracts in these areas will represent steps in the transformation of our commissioning approach which we will be testing with our provider system including:

- Detailed outcome based service specifications
- Contracts which will have a focus and incentives for achieving outcomes
- Utilising a range of contractual approaches as we progress along the journey towards PBCS.

Outcomes Framework



The Healthy Wirral Outcomes Framework shows our commitment to measuring our progress against the health and care priorities that matter to you.

For local people using our services, that means a way to measure whether the services they receive (activities) will improve their health, well-being and experience of care and support (outcomes).

Overall we want to improve the health and wellbeing of our population, the quality and experience of health and care services, and keep this affordable.

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Improve health, wellbeing and independence for local people

Outcomes	These indicators and measures will tell us how we are doing...	
Children are supported to have a healthy start in life	Breastfeeding prevalence at 6 – 8 weeks after birth	Increase in percentage of infants that are totally or partially breastfed at age 6 – 8 weeks.
	The prevalence of obesity among children	Reduction in the proportion of children aged 4-5 years classified as overweight or obese Reduction in the proportion of children aged 10-11 classified as overweight or obese
	The prevalence of immunization and vaccination among children	Increase in the number of children that are vaccinated as per national programme
	The proportion of mothers known to be smokers at the time of delivery	Reduction in percentage of mother known to be smokers at the time of delivery
People are supported to have a good quality of life	The proportion of people reporting a good quality of life	Improve health-related quality of life for adults Improve social-care-related quality of life for adults
	Rate of emergency re-admissions (avoidable)	Reduction in the number of avoidable re-admissions
	Rate of falls in the over 65s	Reduction in the number of emergency hospital admissions for falls injuries in persons aged 65+ Reduction in the number of falls in the over 65s
	Number of people dying in their preferred place	Increase in the number of people dying in their preferred place
	Rate of loneliness reported	Reduction in the rate of loneliness
	The rate of overall mental wellbeing	Increase in proportion of people who say they are not anxious or depressed Decrease in attendances at A&E for self-harm per 100,000 of local population Improve access to Primary mental health services
	People are supported to live in good health	The average number of years a person would expect to live in good health
The rate of preventable deaths		Reduction in preventable mortality Reduction in mortality amenable to healthcare

We want to improve health and wellbeing for local people

Outcomes

These indicators and measures will tell us how we are doing...

We want to reduce health inequalities for local people

Inequalities in healthy life expectancy are reduced	The gap in rates of obesity in children between the most and least deprived areas	Reduction in the gap in excess weight of 4-5 year olds between the most and least deprived areas Reduction in the gap in excess weight of 10-11 year olds between the most and least deprived areas
	The gap in health related quality of life for older people between the most and least deprived areas	Reduction in the gap in health-related quality of life for older people between the most and least deprived areas
	The gap in rates of preventable deaths between the most and least deprived areas	Reduction in the gap in preventable mortality between the most and least deprived areas Reduction in the gap in mortality amenable to healthcare between the most and least deprived areas
	Reduction in the number of people smoking	

Outcomes

These indicators and measures will tell us how we are doing...

People and their carers feel respected and able to make informed choices about services and how they are delivered

The proportion of people using services who feel they have been involved in making decisions about their support

Increase the proportion of people and carers reporting that they have been involved or consulted as much as they wanted to be, in discussions about the care, support or services provided.
 Increase the number of people in receipt of personal health budgets
 Increase the number of carers using services who receive direct payments

We want good communication and access to information for local people

People are aware of health and care information and services and how these work together

People can find jargon free health and care information in a range of locations and formats

The proportion of people and carers reporting they find it easy to access and use information about services and what is available in their neighbourhood

Health and care services share information to enable a seamless service

The proportion of people and carers reporting they have only had to tell their story once

We want to deliver services that meet people's needs and support their independence

People are supported to be as independent as possible

People are supported to live at home and access support in their communities

Increase in people accessing the support available to them in their local communities
 Fewer proportion of people over 65 are permanently admitted to residential and nursing care homes

The proportion of people with support needs who are in paid employment

Increase in the proportion of adults with learning disabilities in paid employment
 Increase in proportion of adults in contact with secondary mental health services in paid employment

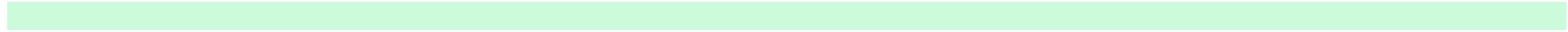
The proportion of people who regain their independence after using services

Proportion of people 65+ who are still at home three months after a period of rehabilitation
 Proportion of people needing less acute, or no ongoing, support after using short-term services

People are supported to feel safe

The proportion of people and carers who report feeling safe

Increase the proportion of people and carers who report feeling safe



Outcomes

These indicators and measures will tell us how we are doing...

People have access to timely and responsive care

The waiting times for primary care GP services and community support and care services

Reduce waiting time to get a GP appointment

Reduce waiting time to initiation for home care packages

Identification of people who are at risk of deteriorating health

Increase in number of people who are identified using a risk stratification and package of care is given proactively to prevent deterioration

Rapid response services enable support packages to be implemented in a timely manner

Response times for assessment and support planning
National time limit for decision making is met for NHS CC packages

The referral times for health treatment

Constitutional NHS standards are met

The system supports the timely discharge of medically optimized patients back into their local community

Reduction in length of stay in hospital for identified cohort

Reduction in number of delayed transfer of care out of hospital

People access acute hospital services only when they need to

The number of people accessing hospital in an unplanned way

Reduction in number of A&E attendances

Reduction in number of non-elective admissions

Reduction in emergency admissions for chronic ambulatory care sensitive conditions

Reduction in number of people who are re-directed to another more appropriate service from A&E.

Reduction in emergency admissions by people with alcohol and or drug related dependencies

Financial balance is achieved across the system

Adoption of a Single Population Health Budget

Control totals are delivered across the system

We want to demonstrate financial and system sustainability

Outcomes

These indicators and measures will tell us how we are doing...

We want to deliver joined up information technology

People and staff working within the system have access to shared and integrated electronic information

The proportion of staff in all health and care settings able to retrieve relevant information about an individual's care from their local system

People tell their story once

Increase in proportion of staff able to retrieve relevant information about an individual's care from their local system using the NHS number
 Increase in number of settings across which relevant health and care information is currently being shared (through open APIs or interim solution)
 Implementation of Wirral Digital Integrated Care Records has started

We want to prioritise prevention, early intervention, self-care and self-management

Interventions take place early to tackle emerging problems, or to support people in the local population who are most at risk

The flow of investment from acute hospital services to preventative, primary GP, and community health and care services

The proportion of services developed to intervene proactively to support people before their needs increase

Increase the proportion of funding invested in preventative, primary and community provision
 Improvement in Patient Activation measures (PAM) demonstrate that people have knowledge skills and confidence in self care
 Increase Number of people being screened for frailty
 Increase early interventions for people with psychosis
 Increase the proportion of people access national cancer screening Programmes
 Increase the proportion of people accessing services through case finding such as use of risk stratification
 Proportion of identified cohort who have access to active care coordination

We want to provide safe, effective and high quality care and support

Outcomes	These indicators and measures will tell us how we are doing...	
People are supported by high quality care and support	The proportion of people reporting satisfaction with the services they have received	Increase in number of people and carers who report they are satisfied with the care and support they receive Increase in number of people reporting being treated with care, kindness and compassion Increase in proportion of bereaved carers reporting good quality of care in the last three months of Life Increase in the number of providers delivering good care as per Care Quality Commissioning Standards
	People make a sustainable recovery post-admission to acute care	Improve the health gain people experience after elective procedures Increase in number of older people still at home 91 days after discharge from hospital People feel supported in the community following discharge and during their recovery period
People are kept safe and free from avoidable harm	The number of healthcare – acquired infections and serious incidents People using health and social care services are safe from harm	Reduction in healthcare acquired infections Reduction in number of serious incidents in healthcare Increase in the number of adults who were asked what their desired outcomes of the safeguarding enquiry are, and of those how many were fully/partially achieved Staff are trained to understand key principles of the Mental Capacity Act and Deprivation of Liberties Standards Reduction in the number of adverse incidents

We want to deliver person centered care through integrated and skilled service provision

People and their families are engaged in the settings of their outcomes and the management of their care	The proportion of people involved in setting the outcomes they want to achieve from their health and care services	Increase in number of people with a personalized care and support plan Increase in percentage of patients self-reporting improved outcomes
People are supported by skilled staff, delivering person-centered care	The levels of staff satisfaction	Increase in staff satisfaction levels Reduction in staff turnover Reduction in vacancy rate
	The proportion of staff who have received training in person-centered care	Increase in percentage of staff who have completed at least 80% of their mandated training Increase in proportion of staff who have the Care Certificate Increase in staff who have completed person-centered care and support planning training

JOINT STRATEGIC COMMISSIONING BOARD
All Age Disability and Mental Health Service

Risk Please indicate	High	<i>Medium</i>	Low Y
Detail of Risk Description	The creation of an All Age Disability and Mental Health service aligns with Wirral Health and Care Commissioning priorities and commissioning strategy. It aligns with the Wirral Plan and contributes to the delivery of key Plan Pledges. Additionally, it places disability and mental health social care services within integrated services that can develop place Based Care.		

Engagement taken place	Y
Public involvement taken place	Y
Equality Analysis/Impact Assessment completed	N
Quality Impact Assessment	N
Strategic Themes	
To empower the people of Wirral to improve their physical, mental health and general wellbeing	Y
To reduce health inequalities across Wirral	Y
To adopt a health and wellbeing approach in the way services are both commissioned and provided	Y
To commission and contract for services that: <ul style="list-style-type: none"> • Demonstrate improved person-centred outcomes • Are high quality and seamless for the patient • Are safe and sustainable • Are evidenced based • Demonstrate value for money 	Y
To be known as one of the leading organisations in the Country	Y
Provide systems leadership in shaping the Wirral Health and Social Care system so as to be fit for purpose both now and in five years' time.	Y

JOINT STRATEGIC COMMISSIONING BOARD

(Committee in Common)

Meeting Date:	21 August 2018
Report Title:	All Age Disability and Mental Health Service
Lead Officer:	Jason Oxley

1 INTRODUCTION / REPORT SUMMARY

Integrating assessment, case management and support planning processes for children and adults with disabilities and adults with mental health needs, with Cheshire and Wirral Partnership NHS Trust (CWP) will improve support for the most vulnerable people in Wirral who have a disability or a mental health need.

Social care services play an important role in enabling vulnerable people to maximise their independence, to take an active part in their communities and to keep well in Wirral. The inter-dependency between health and care systems has become increasingly clear over recent years. Nationally, Councils are faced with increasing demand on social care services which presents as a challenge to meet within the available resources. Local Authorities and NHS providers are increasingly working to integrate social care and health services locally to provide both sustainability and a better experience for people who use those services.

People with disabilities and their families have told us that they have experienced difficulty in navigating between different services and between health and care organisations, have found it difficult to maintain communication with all the different people involved in their support and have not always had joined up planning for adulthood.

This service is in line with the All Age Disability Strategy and feedback that we had from people that need support from services. A Wirral resident told us, “The main issue is to break down the barriers between organisations and ensure that everyone in each of the organisations understands what the others do” (ref Survey Results Appendix F).

The service aims to ensure that the Council and NHS partners use our collective resources to provide better and more joined up support to people with disabilities or a mental health need. This follows the successful implementation of a fully integrated service for older people which is now provided by Wirral Community NHS Foundation Trust on behalf of the Council and under a similar agreement.

The following key features of the all age service are essential to success;

- Bringing health and social care staff together to provide integrated, coordinated support to people
- Delivering the Right Care in the Right Place at the Right Time
- Supporting young people with complex needs into adulthood
- Clear accountability and governance arrangements;
- Resilience and flexibility to emerging issues in service delivery.

Wirral Borough Council's Cabinet (March 2016) approved the establishment of a Transformation Programme with the development of an All Age Disability and Mental Health service. In November 2017, Cabinet approved the Full Business Case (Appendix A) and the development of an integrated All Age Disability and Mental Health service by a formal partnership arrangement with Cheshire and Wirral Partnership NHS Trust (CWP). Cabinet approved estimated one off set up costs and for the final arrangements to be presented for sign off in Spring 2018.

The minutes of the Cabinet Meeting 6 November 2017 record:

RESOLVED: That -

- (1) The Full Business Case (Appendix 1 to the report), be approved;*
- (2) Plans to develop an integrated all age disability and mental health service, be approved;*
- (3) The progression towards a formal partnership arrangement with Cheshire and Wirral Partnership NHS Trust (CWP), be approved;*
- (4) Staff consultation as required, be approved;*
- (5) The sharing of one off transformation costs with CWP, including the estimated one off transformation costs of £250,000 attributable to the Council for 2017/18, be approved;*
- (6) A report be provided to Cabinet in Spring 2018 with final details of the proposed arrangement as set out in the Section 75 agreement for sign off.*

Further development of the service specification was required in relation to the delegated functions for children and young people, and therefore the final arrangements are being presented for sign off in Summer 2018.

CWP Board approved the business case and final arrangements on 25 July 2018.

Governance arrangements have changed with the development of Wirral Health and Care Commissioning as a Strategic Partnership. Therefore, a Leader Decision on the final arrangements has been sought to approve the final arrangements and for a report to be submitted to the Joint Strategic Commissioning Board to endorse this decision.

2 RECOMMENDATIONS

It is recommended that Joint Strategic Commissioning Board:

- Endorse the decision to approve the final arrangements.
- Note the final arrangements for creating an All Age Disability and Mental Health Service.
- Note the staff transfer on 19 August 2018.
- Note the delegation of Wirral Borough Council's statutory duties to CWP, as detailed in the contract and service specification.

3 BACKGROUND INFORMATION

The new integrated service will provide seamless support to young people and adults with a complex disability and adults with a mental health need. Services will ensure that people with disabilities remain as independent as they can be, and when they need support, are able to have as much choice and control over how they receive their support as possible. People who use services will be supported to plan ahead for their futures and to play an active part in their communities. People will be encouraged to aspire to employment, access mainstream support, universal services and draw on support from their natural networks, families and communities.

People will receive the specialist support that they need at the time they need it, and from the right professionals, as part of a whole team approach. People will be placed at the centre of their support arrangements and will play an active part in choosing how their support is arranged. People will be encouraged to use direct payments and to have the support of independent brokerage services to tailor their packages of support to their needs.

A family carer told us, "Communication is all important and parent/carers should need only to tell their story once, with updates being entered as and when appropriate".

Services have been designed to more effectively meet the needs of local residents. With social care and health staff working within one organisation it is possible to streamline assessment processes, reduce duplication of multiple professional involvements, and develop a single point of contact and single social care and health support planning.

The all age service will work directly with a range of community, not for profit, and community enterprise organisations to add social value and to directly contribute to community development.

A fully integrated service will be able to adapt and react more effectively to emerging local needs. A single social care and health delivery provider will have the scale and ability to focus its staff resources more effectively where most needed. The service will ensure that both social care and health staff work to common outcomes and the use of preventative and independence building approaches will be maximised by professionals across the health and care system.

Oversight of quality standards, professional development and safety are incorporated as a key component of the model. Child protection and related functions are delegated to CWP but with decision making on child protection remaining firmly in the Council. This, together with robust support from Principal Social Workers, will ensure professional and practice standards are sustained and will ensure continuous service improvement. Arrangements are detailed within the Service Specification (Appendix D).

Key Strategic Outcomes to be delivered through this initiative will contribute to the following Wirral Pledges:

Community Services are joined up and accessible

Services will be commissioned across health and care to get the best outcomes for people within available resources.

People with disabilities live independently.

The All Age Disability and All Age Mental Health Service will ensure that people are supported to remain as independent as is possible, to be in more control of their support arrangements and to participate in their local communities.

Wirral Residents live healthier lives.

Services will be provided on an all age, whole system basis ensuring that there is a clear link between the 2020 partnership pledges and the Healthy Wirral Programme.

Vulnerable children reach their full potential

Children with disabilities will be supported to plan towards greater independence and to achieve their goals.

Additionally, this service model will enable the further development of Place Based Care and Neighbourhood models.

The statutory duties placed on the Council will continue to rest with the Director of Adult Social Services and the Director of Children's Services respectively, whilst the delivery of the specific functions related to assessment and support planning will be delegated to CWP under a Section 75 contract arrangement.

4 OTHER OPTIONS CONSIDERED

Careful consideration has been given to a range of other alternative delivery models. These included retaining and developing the services within the Council, the setting up of a community interest company to provide the services, developing an informal partnership with a public sector provider to provide the services differently.

These options are discussed within the Full Business Case (Appendix A). However, the agreed service model creates the opportunity for achieving the benefits required and also creates the opportunity to develop Place Based Care.

5 FINANCIAL IMPLICATIONS

It is not anticipated that this proposal will achieve additional budget savings directly.

The main financial benefit is that the transfer anticipates the integrated service will contribute towards reducing costs in the pooled care budget by working differently with people who need support. This will contribute to the required QIPP and efficiencies required from the pooled budget which is to be retained in Wirral Health and care Commissioning.

The Section 75 agreement (Appendix C) details the costs associated with the staff transfer and the supply of the services. The service payment detailed in the contract cover the costs of employing the staff, of delivering the service and support functions. CWP and the Council have shared elements of the one off set up costs and the support costs.

Arrangements for draw down of support services and support package costs by CWP to meet assessed social care needs, against the allocated care budget, are contained within the Section 75 agreement. The care budget is retained by Wirral Health and Care Commissioners.

The Due Diligence Report (Appendix E) also summarises arrangements for support functions and one off set up costs.

The Council will not require a bond from CWP and will instead act as guarantor for CWP in relation to their admitted body status with Merseyside Pension Fund, and specifically for the transferring staff who will remain in the Local Government Pension Scheme as a closed scheme. Increased pension costs relate to increased employer contribution rates as detailed in the Actuarial Evaluation Report (Appendix B).

There are additional recurrent costs associated with running the AADMHS, which CWP will incur over the lifetime of the contract. Through negotiation, the Council has agreed to fund some of these costs. This is set out as follows:

Service	CWP Cost	Agreed WBC Contribution
	£	
Finance	24,937	16,624
Business Intelligence	30,876	20,584
HR/OD	39,899	33,249
Payroll	7,800	7,800
Training	42,000	42,000
Complaints/FOI	30,876	20,584
ICT	30,408	-
Contracting	20,584	-
Admin/Secretarial	14,219	14,219
Other Trust Functions	14,219	-
	255,818	155,060

There are also a number of one-off costs of implementation that will be incurred as a result of the transfer, towards which the Council has agreed to make a contribution. The costs themselves are as follows:

Item	Value (£)
I.C.T – Millennium	52,464
I.C.T. – Network	42,748
I.D. Badges	189
D.B.S. Checks	5,985
Legal/Due Diligence	22,000
V.A.T. Advice	13,000
Procurement Set-Up and Training	3,400
	139,786

It has been agreed that it will make a contribution of £70,000 towards these one-off costs.

The total additional costs to the Council, as a result of setting up the AADMHS, is as follows:

Item	Value (£)
Recurrent Costs	155,060
Additional Pension Liability (recurrent)	74,000
One-Off Costs of Implementation	70,000
	299,060

6 ENGAGEMENT / CONSULTATION

Local people and staff have been consulted widely as part of the various work streams through the “Healthy Wirral” programme and work over recent years with AQUA as part of an integrated health and care community approach. The service design reflects the views of residents who expect to receive timely and joined up services that do not differentiate unnecessarily between health and care provision.

An open survey was conducted with people who use the services, families, stakeholders and public. There was strong support for the integrated service model.

Communication has been held with Trade Unions from the outset and full staff consultation has been undertaken over an extensive period.

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APPENDICES

Appendix	Title
A.	All Age Disability and Mental Health Service Full Business Case
B.	Merseyside Pension Fund Actuarial Evaluation
C.	All Age Disability and Mental Health Service Contract (DRAFT)
D.	All Age Disability and Mental Health Service Specification
E.	All Age Disability and Mental Health Service Due Diligence Report
F.	All Age Disability and Mental Health Strategy
G.	Survey results

REFERENCE MATERIAL

N/A

HISTORY

Meeting	Date
Wirral Borough Council Cabinet	March 2016
Wirral Borough Council Cabinet	November 2017
Wirral Borough Council Health and Care Overview and Scrutiny Committee	July 2017 (workshop) September 2017

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FULL BUSINESS CASE

The purpose of the Full Business Case (FBC) is to revisit and refine the Outline Business Case (OBC) analysis and assumptions, as well as presenting the findings of any formal procurement or partner selection process. Any contractual or legal arrangements must be documented as well as the detailed management arrangements for a successful delivery.

- 1. **Strategic** **Any new implications for the strategic case**
- 2. **Economic** **The preferred option providers and value for money**
- 3. **Commercial** **Findings of procurement processes/supplier engagement**
- 4. **Financial** **Analysis of financial implications**
- 5. **Management** **The comprehensive delivery plan including people, process, information, systems and assets**

Programme/Project Name:	All Age Disability and Mental Health Transformation Project
Programme/Project Sponsor:	Graham Hodkinson
Senior Business Lead	Jason Oxley, Elaina Quesada, Michael Murphy, Lynn Campbell
Programme Manager:	Jane Clayson
Project Manager/ Author of Full Business Case:	Ursula Bell
Programme/Project Board:	Customer Experience Transformation Programme Board
Financial Accountant:	Matt Gotts/Lesley West
Date of consideration by Senior Leadership Team (SLT) on:	12.09.17
Date of consideration by Transformation Portfolio Board:	11.09.17
Date of consideration by Cabinet/SLT:	18.09.17
Date of consideration by Cabinet:	02.10.17

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0.2	Jason Oxley, Elaina Quesada, Michael Murphy, Lynn Campbell	Feedback from Senior Business Leads	25.08.17
0.3	Anne Quirk	Legal Input	31.08.17
0.4	Jane Clayson and Tim Games	Transformation Input	05.09.17
0.5	Jason Oxley	Feedback from Senior Business Lead	06.09.17

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SECTION 1 - STRATEGIC

1 Executive Summary

The Full Business Case (FBC) seeks approval for the transfer of 128 Full Time Equivalent (FTE) staff currently assessed in scope from the Council's Children and Adult Social Care Services to Cheshire and Wirral Partnership Trust (CWP); Annual contract value of £5.19m (gross staff budget only) for the delivery of social care assessment, care co-ordination, care planning and support services.

This is the second proposal to further integrate health and social care services in Wirral; the Council completed a transfer of 208 FTE staff to Wirral Community Foundation Trust in June 2017.

People don't want health care or social care, they just want the best care available. The integration of Council and NHS health and social care professionals is a vital step in creating a truly joined up system that puts people with disabilities and mental health issues first.

Policy for 'All Age Disability Integration' and 'Health and Social Care Integration' provides the direction for change. The FBC presents the preferred option to develop arrangements with CWP, to align health and social care colleagues to enable integration, and improve the experience for residents who access the service. A more integrated health and care system will bring benefits to many people, as better joined up care and support means a real difference to people, and to carers supporting their loved ones.

There is a need to streamline services, improve accessibility, and ease the care journey for service users by reducing the complexity of pathways, and enabling services to be more responsive to individual needs. The service redesign will aim to bring improved value for money and financial efficiencies in the overall health system.

The vision is for an integrated and joined up health and social care service with one pathway into services, wrapped around the individual. The new service will provide greater flexibility while maintaining continued commitment to public service and wellbeing, developing a single provider for health and social care professionals.

The All Age Disability and Adults Mental Health Service will bring together services for children, young people and adults with disabilities and adults with mental health problems. The aim is to reshape teams that currently work separately across children and adults with a disability to become an All Age Disability Service, one that maximises the independence of children and young people in preparation for adult life and enables a seamless experience for disabled users in Wirral. This will ensure consistency, clarity and ultimately better quality services and support for people living in Wirral with a disability. A fully integrated service will be able to adapt and react more effectively to emerging local needs.

The future model of delivery will aim to provide the desired benefits to improve the current provision, whilst safeguarding resident's welfare, effectively managing demand for services, and enable long-term financial efficiencies to be achieved by the Council.

The Council want to move the emphasis away from 'fitting people into a service' towards empowering disabled people and their families to take control of the way in which they are supported in order to achieve their own

goals and develop inner strength and resilience. Having an integrated All Age Disability Service in Wirral will be a positive step, alleviating difficulties currently associated with transitioning from children's to adult disability services. This will ensure consistency and remove artificial 'age based' barriers, but will not dilute focus upon high quality, age appropriate services which recognise the distinct needs of disabled children, young people and adults.

It is acknowledged that children and adults have different support needs, requiring different approaches to support, which will steer the design process, bringing services together for residents of all ages, whilst ensuring appropriate safeguards and governance are in place. Supporting children, young people and adults requires different expertise and professional governance and the new service ensures residents of all ages are appropriately supported in line with relevant legislation, policy and governance.

The FBC seeks to ensure that health and social care resources across Wirral are deployed to maximum effect, to deliver positive outcomes for people with a disability or mental health problem, whilst optimising value for money. It also addresses the benefits of improved integration across disability and mental health pathways, improved transition between children and adults services, improved multi-agency and partnership working across health and social care to achieve an enhanced mental health and disability Services across Wirral.

The Council's Adult Mental Health Team has been co-located with colleagues from CWP for over 30 years, since the 1990's, and the Council will capitalise upon the existing links formed with CWP.

1.1 Recommendations

The FBC seeks agreement on the following recommendations:

1. Proceed with exploring the transfer of the identified Children and Adult Social Care staff, resources, delegations of functions as described within this FBC to take place on 1st April 2018 at an estimated annual payment to CWP of £5.19m (gross staff budget only).
2. Delegation of statutory duties of assessment and support planning functions to CWP for children, young people and adults with complex disabilities and mental health issues.
3. Approve the one-off transformation costs for the Council in 2017/18, estimated at £250,000.
4. Delegate authority to the Director for Adult Care and Health, Director of Children's Services, and Cabinet Portfolio Leads to commence Due Diligence and negotiations with CWP to achieve implementation of an integrated service.

1.2 Introduction

An Outline Business Case (OBC) to integrate the Council’s Mental Health Service and the Disability Teams across Children’s and Adult Services with Cheshire and Wirral Partnership Trust (CWP) was approved in July 2016, and the FBC provides further detail of the preferred model.

Outline Business Case - Governance Route	
Governing Strategic Group	Date of consideration
Strategic Leadership Team (SLT)	27th June, 2017
Customer Experience Transformation Programme Board	3rd July, 2017
Transformation Portfolio Board	10th July, 2017
Cabinet and SLT	24th July, 2017
Scrutiny Workshop	2 nd , August 2017

The design and features of the service recommended to be implemented in April 2018 will be jointly developed by experts by experience, people with lived experience, and professionals involved in commissioning and providing care.

The inter-dependency between health and care systems has become increasingly clear over years and national policy drivers are calling for greater collaboration across the public health and social care sector. The FBC sets out the preferred option to transform the Council’s Mental Health Service and the Disability Teams across Children’s and Adult Services by developing integrated pathways with CWP, driving forward integration and service efficiencies to improve the health and wellbeing of local residents.

The proposal is to implement an Alternative Delivery Model (ADM) for the Disability and Mental Health assessment and support planning functions completed by the dedicated social work teams, maintaining two pathways; first for ‘Mental Health Provision’ and secondly for ‘All Age Disability Provision’, with the Council retaining its statutory duties, whilst delivering its statutory duties differently by delegating its functions to CWP (which will entail a staff transfer) to create one local health and social care disability and mental health provider within the Borough.

Mental Health Services for adults are managed separately to Child and Adolescent Mental Health Services (CAMHS). CAMHS is not within scope of this project; CWP deliver CAMHS to residents commissioned by the Council and Clinical Commissioning Group (CCG). Improvements in Children’s Mental Health Services are being addressed through a nationally driven programme via the Local Transformation Plan (LTP) and the Future in Mind transformation programme that CCG are leading with Council colleagues and other key stakeholders to help deliver each area’s vision of improvement.

1.3 What will be the direct benefits to residents who access the new service from April 2018?

- Improved integration across disability pathway and mental health pathway
- Service Users and their families will be at the heart of service redesign
- Minimising transition between different services or providers
- Effective planning/ assessment across health and social care - firm links to education - aiding (EHC) planning
- Improved transition between children and adults services
- Improved assessment and care planning arrangements
- Improved continuity of care through all age approach
- Improving accessibility of services
- Improved multi-agency working
- Improved crisis management
- Improved integration
- Reduced duplication
- Earlier intervention
- More responsive

Various approaches will be developed to help the Council identify, monitor and ultimately achieve the benefits originally set out within the FBC.

The Council will measure the current in-house performance of the services and compare the performance of the new service managed by CWP within 2018/2019, analysing outcomes before and after the change management intervention to evaluate the true benefits achieved for residents.

The project will identify, monitor and manage benefits through a range of quantitative and qualitative methods such as producing key performance indicators.

1.4 The Vision

Wirral's vision is that everyone in the Borough, regardless of their age or personal challenges, can live a life that is as healthy, active and independent as possible, with the support from local communities. The evolution of the new All Age Disability and Mental Health Service will achieve better results for local people.

CWP will provide a flexible and responsive All Age Disability and Mental Health Service in partnership with communities and help communities help themselves.

The All Age Disability and Mental Health Service will achieve better outcomes for local people, and will help deliver the Council's pledges, strategies and shared vision to ensure that all residents have independent, safe and active lives.

CWP will offer people with disabilities and mental health needs a transformed personalised service and health and social care integrated pathway of support that meets their aspirations, wants and needs.

By promoting people's independence the aim of All Age Disability Service is to enable disabled children, young people and adults of all ages to enjoy a full and vibrant life we all aspire to.

Bringing together the responsibilities for health and social care services that support people with disabilities and mental health issues provides a tremendous opportunity to harness the expertise, energy and resources within Wirral to deliver excellent outcomes for disabled children, young people and adults.

1.5 Council Pledges

The All Age Disability and Mental Health Service will support the following Council Pledges:

- Children are ready for school
- Young people are ready for work and adulthood
- Vulnerable children reach their full potential
- People with disabilities live independently
- Wirral Residents live healthier lives
- Community Services are joined up and accessible
- Older People Live well

1.6 Key Drivers for Transformation

There are a range of key drivers for service development across Disability and Mental Health Services:

- National and local policy direction across health and social care provision
- Reduce service barriers related to age and eligibility criteria
- Improve outcomes for disabled people and people with mental health problems
- Improve quality and consistency
- Promote health and wellbeing
- Deliver fully integrated services for children, young people, adults, their carer's
- Improved multi-disciplinary support
- Optimise Value for Money - Create longer term financial efficiencies and reduce operating costs through the health/social care sector
- Create a sustainable flexible service that can adapt to changing needs and demands across Wirral
- Support local health and social care market, economy and providers operating across Wirral

Key legislation, programmes, policies, strategies and committees that impact and support the All Age Disability and Mental Health Service are detailed in **Appendix 1**.

1.7 Core Project Deliverables

Robust programme and project governance is in place to ensure appropriate leadership for decision making and recommendations. The Core Project Deliverables are:

- To improve outcomes for people with disabilities and mental health issues.
- To lead on the development of options for an integrated model for an All Age Disability and Mental Health Service.
- To identify staff and budgets in scope for a collection of services transformed into a single service and a joint financial and accountability structure.
- To develop an integrated staffing structure for an All Age Disability and Mental Health Service.
- To research similar programmes carried out by other areas and identify learning from their experience.
- To implement robust project infrastructure and governance, including core project documentation.
- To lead on the planning, implementation, and development of the project and supporting work streams.
- To engage with other statutory partners such as the CCG and Health Trusts to ensure the interfaces between the all age service and other related pathways are aligned and where possible integrated.
- To identify and map the current spend (commissioning budgets) and services for all cohorts of residents within scope for this project.

- To map the current 'as is' offer and pathways in the separate children's and adult's teams across mental health and disability services.
- With existing service leads and other relevant stakeholders to lead on the design of an 'all age' end to end pathway for children, young people and adults that provides continuity of interventions throughout the life course.
- To work with the Lead Commissioners for Children's and Adult's services to align the financial and quality benefits to be achieved through the successful delivery of this project.

1.8 Wirral's All Age Disability Strategy

Wirral's All Age Disability Strategy covers a number of strategic themes of which an all age approach to disability forms a central part. The strategy aims to improve the link to young people and reinforces an all age approach. The Adults Mental Health Community Service, Adults Integrated Disability Service and Children's with Disability Social Work Services are working with families, communities and a wide range of organisations to ensure that a network of local support is in place and that people are at the centre of choosing the care that suits them. The Strategy details the plan to create an All Age Disability and Mental Health Service, and the project supports the implementation of this.

1.9 All Age Disability Strategy Top Three Priorities

The three priorities that are detailed within the Council's All Age Disability Strategy are:

- All people with disabilities are well and live healthy lives
- All young people and adults with disabilities have access to employment and are financially resilient
- All people with disabilities have choice and control over their lives

1.10 All Age Disability Partnership Board

The All Age Disability Strategy sets out the commitment to disabled children and adults and their families and representatives with the aim of enabling everyone to have a much richer and more fulfilled life. The All Age Disability Partnership Board will continue to be the key forum to monitor progress against implementing the All Age Disability Strategy, and oversee developments around the All Age Disability Service. Other key Boards that will support the work of the project are detailed within **Appendix 1**.

1.11 Healthy Wirral

The Healthy Wirral Programme aims to transform the way health and wellbeing services are designed and delivered in Wirral, by putting people at the centre of everything. The programme is jointly sponsored by Wirral Clinical Commissioning Group and Wirral Council, in partnership with CWP and other Wirral healthcare organisations.

Healthy Wirral is all about:

- Right choices-supporting smarter, healthier choices
- Right chances-helping everyone in Wirral to have the best start in life and access to the right services for them
- Right time-supporting everyone right through their lives and making sure they can access support when they need to
- Right care-working as one big team across Wirral, and using technology to help people be more independent.
- Right place-bringing services into people's homes and communities
- Right partnerships-working together for and with our community

1.12 Accountable Care Systems (ACS)

The FBC will maintain a strategic fit with the local health agenda for the development of Accountable Care Systems (ACS) within Wirral. Partners on Wirral are working together to develop accountable care arrangements. Accountable care involves closer working of partner health organisations. Integrating health and social care is a positive step towards creating accountable care arrangements on Wirral. National steer around ACS will mean that an ACS will be in place by 2018-19 in Wirral. Wirral CCG, in conjunction with key partners are encouraged to continue to strengthen the culture of collaboration and partnership working which will lead to the ultimate development of a single health and care system for Wirral, the achievement of which will require a single pooled budget. This will require the establishment of appropriate governance arrangements with clear lines of responsibility and accountability and robust pathways minimising duplication. Opportunities should be taken to achieve incremental steps towards achieving an Accountable Care System by 2018-19. The population scope for ACS will include both Adults and Children. The All Age Disability and Mental Health Transformation Project will be aligned with developments currently happening around ACS in Wirral.

1.13 Key Health Partners

The Council and CWP will work in collaboration with other health providers, residents and other community assets. The system-wide ambition is coupled with a clear focus on local people and place based services.

- Clinical Commissioning Group (CCG)
- Wirral Community NHS Foundation Trust
- Wirral University Teaching Hospital NHS Foundation Trust
- GP's
- Other Health Providers/Trust(s) - based across Merseyside, Cheshire, Liverpool City Region, Northwest

1.14 Strategic Outcomes

The All Age Disability and Mental Health Service will deliver the following strategic outcomes:

- Provide a high quality social work function completing assessments, support plans, and coordinating care for children, young people and adults across Wirral
- Delivering the Right Care in the Right Place at the Right Time
- Improve the quality of life and health and wellbeing of local people across Wirral
- Deliver quality responsive services within the available budget
- Meet the statutory duties of the Council
- Resilience and flexibility to emerging issues in service delivery
- Manage demand in line with demographic change
- Improve children's experience of transition into adulthood
- Enhance inter-agency relationships with professionals across Wirral
- Partnership working to improve outcomes for children, young people, adults and their families
- Seamless service; reducing barriers around service eligibility criteria's for children, young people and adults
- Pool resources and improving service capacity
- Deploy resources efficiently across Wirral
- Align service delivery models in line with national policy, direction and best practise

Information from monitoring activities conducted by CWP will be shared regularly with the Council. Contract monitoring meetings will take place to review and discuss the delivery, performance and outcomes achieved by the new service.

1.15 Scope of Service

The All Age Disability and Mental Health Service covers a number of areas of provision as detailed in the table below, impacting upon approximately **128 FTE staff members**, across three service areas within the Delivery Division of the Council across Children and Adults Social Care:

Team	Staff Budget	Total Staff Employed	FTE Ratio	Current Vacancies	Provision/Function
Community Mental Health Service (Adults)	£3.09m	70	63	9	Assessment, Care Co-ordination, Care Planning, Support Service, Discharge of Statutory duty under Mental Health Act and Mental Capacity Act Legislation.
Integrated Disability Service (Adults)	£1.04m	25	23	4	Assessment, Care Management, Care Planning, Care Coordination, Back Office/Team Support, Continuing Health Care Reviews.
Children with Disability Services	£1.06m	28	24	5	Assessment, Care Management, Care Planning, Care Co-ordination, Support Service, Back Office/Team Support.

128 Full Time Ratio of Staff within scope is calculated from 110 FTE staff across the three teams, plus the 18 Full Time Vacancies.

1.15.1 Community Mental Health Team (Social Work team for Adults)

The Community Mental Health Team is co-located, working directly in partnership with Cheshire and Wirral Partnership NHS Foundation Trust (CWP). The staff employed by the Council’s Community Mental Health Service, are based within seven smaller teams as follows: Community Mental Health Team – Birkenhead, Community Mental Health Team – Wallasey and West Wirral, Older People Community Mental Health Team – Wirral-wide, Early Onset Cognitive Assessment Team, Early Intervention Team, Crisis and Home Treatment Team, and Emergency Duty Team. Mental Health professionals from both CWP and the Council have worked very closely and onsite together since the 1990’s.

1.15.2 Integrated Disability Service (IDS) (Social Work Team for Adults)

The Integrated Disability Service supports people with a range disabilities and complex needs. The Service is due to relocate into the Millennium Centre in 2017/2018 to be co-located with the Children with Disability Social Work Team. The staff employed by the IDS are based within the following smaller teams: Integrated Disability Service, Transitions Team, Continuing Health Care (CHC) Specialist Review Team and Back-Office Team Support.

1.15.3 Children with Disability Services (CWD) (Social Work Team for Children’s)

There are staff within scope of this service, from the Children with Disability Services, Transitions Team CYPD and Children with Disability Family Support Team. The Service is due to relocate into the Millennium Centre in 2017/2018 to be co-located with the (IDS).

1.16 Services Not in Scope

1.16.1 Commissioned care and support services

Commissioned care and support services, such as supported living services or specialist care home placements, delivered across Wirral for people with a disability and mental health problem are not within direct scope of this project. The Council is working in partnership with the CCG to form a pooled budget arrangement which will jointly commission future health and social care services.

1.16.2 Child and Adolescent Mental Health Service (CAMHS)

Child and Adolescent Mental Health Services (CAMHS) are jointly commissioned by the Council and CCG and delivered by CWP. The CAMHS Service is structured into several teams: Wirral Learning Disability CAMHS, Wirral 0-13 CAMHS, Wirral 14-18 CAMHS. The relationship between children's and adult mental health services are key, ensuring that the pathways transition from children's services to adult mental health services can be navigated safely, considering the impact of different eligibility criteria to access services depending on age, enabling a safe recovery for the individuals from their mental health problems. Public health commission a variety of emotional health and wellbeing services that complement the offer around mental health for children. It was agreed that All Age Disability and Adults Mental Health Transformation Project would consider services delivered in-house; therefore CAMHS is not within scope of this project.

As CAMHS is already delivered by CWP, once the Council's Adult Mental Health Provision is transferred in April 2018 then developments will be made to ensure transition from children's and adult mental health services is improved.

1.16.3 Special Educational Needs Disability (SEND) Services

It is acknowledged the importance of Special Educational Needs Disability (SEND) Services working closely with the disability teams. SEND Services are not within scope of this project.

1.16.4 Willow Tree Resource Centre Residential Respite Unit

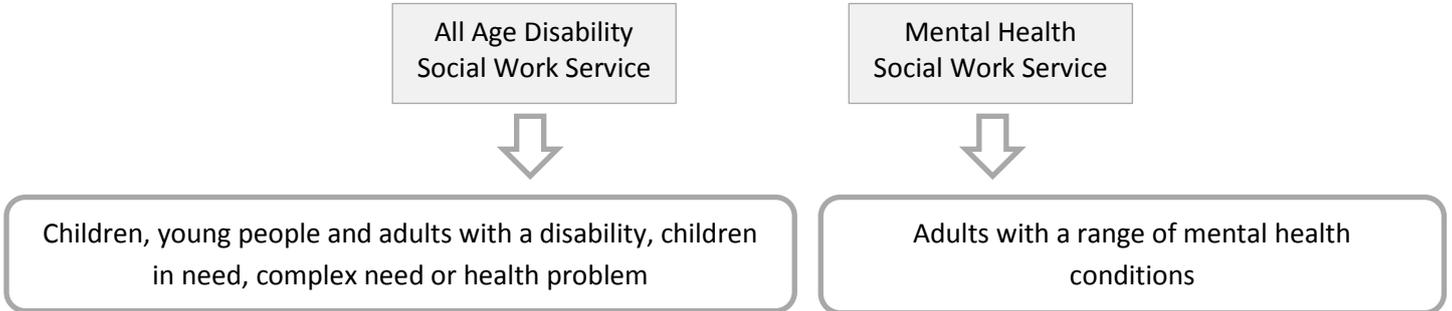
The Strategic Commissioning Manager for Children, Young People and Families is currently conducting a 'short breaks' market service review for internal and external short breaks provision for children and young people across Wirral. Due to the ongoing Short Breaks Market Review it has been agreed that Willow Tree Resource Centre Residential Respite Unit would not be included within scope of this project.

1.16.5 Child Protection and Safeguarding Functions

Currently the Social Workers within the Children with Disability Team carry out safeguarding and child protection functions for all the children within the same family. It has been agreed that from April 2018, the safeguarding and child protection functions will remain in-house and managed by the Council, working in partnership with CWP. Therefore the Council will not be transferring Child Protection and Safeguarding responsibility for children for whom we have a statutory responsibility who are not disabled; this would cover family members of a disabled child that we were involved with. The Council will not be transferring full responsibility for a disabled child where there are child protection issues or with whom we are working with in care proceedings or prior to care proceedings under a public law outline (PLO) arrangement. Within the new Model from April 2018, when child protection concerns are identified relating to a disabled child receiving service these will require co-working between the Council and the CWP. Co-working arrangements will be developed over the next six months.

1.17 Residents/Cohorts who access the services within scope

The following cohorts of residents will access the services:



1.18 Operating Footprint

The service will operate across the local footprint across Wirral. Place-based planning is the right way to manage scarce resources at a system-wide level.

1.19 Case for Change

The FBC introduces the Council’s intentions to transform the Council’s Social Work assessment, support, and care planning function creating opportunities to better meet the needs of people living with a disability, whether they are infants, children, young people or adults, through improved health and social care integration. National strategy and policy driving integration across all age service provision and amalgamations across health and social care services requires Wirral to take a more radical shift in how we operate.

We know that the current climate, in particular the national economic situation, has created challenges for us. We have acknowledged these pressures and have developed the FBC to implement a new All Age Disability and Mental Health Service delivered by CWP from April 2018 that is both fit for the future and committed to delivering the outcomes that disabled people and their families tell us they want.

The Council and CWP support the same group of service users and it is the intention is to streamline services to enable residents to only have to tell their story once. The key aim of the All Age Disability and Mental Health Service is to ensure the best start in life, promoting mental health, physical health and resilience throughout life by implementing a more flexible and personalised approach with fewer age barriers for people with a disability. The current split between adults and children’s services and health and social care hinders our collective ability to deliver effectively for people with a disability and mental health condition throughout their lives.

The revised integrated health and social delivery model will see disabled children supported through one clear pathway, with a joined-up approach based around the family from birth to independence. It will also ensure that disabled residents have one coherent pathway of support, which keeps them safe and has clear accountability. The critical stage of transition from child to adulthood, often the most difficult time in a disabled person’s life, will be better supported.

A separate pathway will be developed for children into adulthood for those residents with mental health support needs. One service will include professionals working in partnerships across two pathways for ‘Mental Health’ and ‘Disability’ that will enable a gateway into both services ensuring those people with disabilities and mental health problems can benefit from service redesign.

The transformation of the service will bring improvement to transition for young people to adult hood, removing barriers so that disabled people are well supported and can enjoy life. We want people living with disabilities and mental health issues to be independent and equal in society, and have choice and control over their own lives. Integration, personalisation, choice and control will be at the heart of the service reform.

The All Age Disability and Mental Health Service aims to drive a more co-ordinated and integrated approach across the Borough, ensuring more joined up services across the persons lifespan and across organisations.

Improved capability is needed to respond to rising demand for services, increasing expectation of service users, achieve better outcomes, improve partnership working and to meet national health and social care policy, legislative changes, and reducing budgets.

The rationale for bringing Children's and Adults Disability and Mental Health Social Work Services together was to create a seamless, holistic All Age Integrated Assessment, Health, Care Planning and Support Service:

- Putting the service user at the centre of service provision.
- Enabling Residents to experience a person-centred assessment and care plan which considered all areas of support. This is to benefit young people with a lifelong disability or mental health needs who currently experience separate assessments in children's and adults' services.
- To align and integrate assessment and planning with the NHS which takes a whole view of a disabled person's life.
- Enabling Residents to be central to the development of a lifelong plan of support that's right for them and enables them to achieve their goals.
- For residents to have increased choice and control with regard to the support they receive and a personal budget to back up their choices.
- To enhance and address the perceived problems in transition for young people into adulthood.
- Enabling residents to access an integrated assessment and support plan service across health and social care.
- To improve performance and increase confidence in the delivery of efficiencies.
- To enable the Council to comply with legislative and policy changes across the Health and Social Care Services for children, young people and adults.
- Join up the delivery across partners to improve service user experience particularly during the transition from childhood to adulthood.

1.20 Why have Separate Pathways for Mental Health and Disability Services

- Currently the Mental Health and the Disabilities Social Work Teams are managed and based separately. It is the general view from professionals and residents to keep the two services separate, however improve the integration and accessibility of people with a disability to be able to access both Disability and Mental health Services more easily.
- It was agreed that the cohorts who access the two types of service, have different support needs, and require different interventions, which would be best delivered by two separate teams, that work more closely together.
- The Disability Service provides services to individuals and families throughout their life span, whereas the Mental Health Service provides shorter term services to enable recovery.
- Successful services provide individualised pathways of care, based on a thorough understanding of the individual and their experience.

- Both mental health and disability professionals/workforce possess a specific knowledge basis, and therefore to maintain specialist skills around mental health expertise and specialism around supporting people with disabilities, having two teams, with two pathways will enable appropriate support to be delivered to the cohorts of residents who access the service, and their families.
- Preference of those accessing services to have separate pathways.

1.21 All Age Disability Approach - Why should the Council integrate Children's and Adult Disability Services?

The FBC provides detail around the Council's proposed approach to working across the life course with people who have disabilities and how redesigning services will support processes across the child's transition to the adult pathway. The All Age Disability Service will work alongside people with disabilities of all ages and their carers to support their personal, social care and health outcomes. The aim is for residents to experience well-co-ordinated, seamless care and support from childhood through to old age. The Council is aware that the current system does not always work well enough for all disabled residents. There are a number of distinct systems that impact on the lives of disabled people and their families, for example separate children and adult health and social care services. This array of systems means there is too much potential for duplication, poor transitions, conflicting approaches and ways of working and different objectives and outcomes. This can cause a tension for individuals and families in relation to the number of professionals involved in supporting them and the number of times they have to tell their story.

The Council's goal with the service is to remove barriers for all types of disabilities, and to change our approach so that everything we do is focussed on the person; making sure they have the support they need throughout their lives to enable them to live their life to the full. It's about being more joined up across the partnership and all types of services to ensure better provision of support. It's also about making sure people are not categorised by age, by where they live or by their type of disability. In order to plan effectively to meet the needs of people with disabilities and mental health problems in Wirral, the Council needs to have a good understanding of the numbers of people and the types of needs both now and in the future. The Council needs to improve the way services gather and use information to make sure that personalised pathways meet the needs of all people with a disability or mental health problems.

Transition is the period of time when young people are moving from childhood to adulthood. This is a very important stage in a young person's life because they need to make plans for their future, including any care and support which will help them live as independently as possible. The aim of the service is to improve the quality of life for people with complex needs including people with learning or physical disability, people with autism and their families/carers, through providing a seamless and integrated service throughout people's life course. A particular focus will be taken to ensure that transitional support for young people into adulthood is timely and person centred, promotes independence, empowerment and greater choice and control to enable people to achieve their outcomes. Together the Council and partners will deliver positive change that ensures that disabled people and their families are in control of their care, support and education from birth to adulthood and old age.

A positive experience for the individual with disabilities and their family is achieved by building a partnership through early involvement in service planning, delivery and evaluation as well as the provision of timely and seamless advice and support especially during periods of transition.

1.22 Mental Health Service

NHS England states that nearly 1 in 4 adults and 1 in 10 children in England will experience a mental health problem every year. Everybody's experience of a mental health condition is different. Some people may have a single, one off episode of a mental health issue and have a short contact with mental health services; whereas others may have multiple or long term experiences of varying severity throughout their lives, which may involve either on-going or intermittent contact with mental health services. One of the reasons for keeping the mental health service separate, with pathways more aligned with the future all age disability pathways, is due to the fact that mental health support will be shorter term and enable recovery after a period of rehabilitation, whereas staff supporting the All Disability pathway will provide support longer term.

Mental health services are operating under increasing pressure. A new care pathway for people who require mental health care and support will be implemented in April 2018. The new care pathway recognises that all treatment and care needs to be highly personalised and recovery orientated. The purpose of the new care pathway is not only to redesign the steps of care to be delivered from April 2018 but also to enhance the quality of service experience and promote consistency of service delivery across Wirral.

The Care Programme Approach (CPA) is the framework that organises mental health care. People that have more complex needs and need ongoing support are supported through the CPA. Although the policy has been revised over time, the CPA remains the central approach for co-ordinating the care for people in contact with these services who have more complex mental health needs and who need the support of a multidisciplinary team. The new pathway will ensure high-quality care is clinically effective, safe and be provided in a way that ensures the service users have the best possible experience of care. Recent mental health policy continues to reinforce the importance of involving people in their care and treatment. Co-ordinated care is a key priority to ensuring that services are well placed to provide effective care. The development and implementation of the new Mental Health Care Pathway over the next twelve months will help to promote a genuine partnership approach across Mental Health Services.

The redesigned Mental Health Service will promote the six key objectives as detailed within mental health strategy for England - No Health without Mental Health published in 2011: *More people will have good mental health, More people with mental health problems will recover, More people with mental health problems will have good physical health, More people will have a positive experience of care and support, Fewer people will suffer avoidable harm, Fewer people will experience stigma and discrimination.*

An integrated approach to provision of services is fundamental to the delivery of high-quality care to service users. The new Mental Health Pathway will support the following outcomes:

- People using services, and their families or carers, feel optimistic that care will be effective.
- People using services, and their families or carers, feel they are treated with empathy, dignity and respect.
- People using services are actively involved in shared decision-making and supported in self-management.
- People using services are supported by staff from a single, multidisciplinary community team, familiar to them and with whom they have a continuous relationship.
- People using services feel confident that the views of service users are used to monitor and improve the performance of services.
- People can access mental health services when they need them.

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- People using mental health services understand the assessment process, their diagnosis and treatment options, and receives emotional support for any sensitive issues.
- People using services jointly develop a care plan with mental health professionals.
- People using services who may be at risk of crisis are offered a crisis plan.
- People accessing crisis support have a comprehensive assessment, undertaken by a competent professional.
- People in hospital for mental health care, including service users formally detained under the Mental Health Act, are routinely involved in shared decision-making.
- People in hospital for mental health care can access meaningful and culturally appropriate activities 7 days a week, not restricted to 9am to 5pm.
- Mental Health Services will be accessible and available 24/7 to people who need it.

1.23 All Age Approach to Mental Health Services

It is acknowledged that transition experience from children's to adults services for residents with a mental health issues, is equally as key as the transition process for disabled residents. The Council Disabilities Teams are transferring to CWP to develop an 'All Age Approach' to supporting disabled people. CWP already deliver the CAMHS service and once the Adults Mental Health Service is transferred then development work can continue to ensure the mental health services for children, young people and adults are joined up, and benefit from the same principles of the joined up approach for the disability service. The aim is that residents will be rehabilitated and recover from their mental health issues and no longer require support from mental health services, however for those residents who continue to require support from next April 2018 CWP will take an All Age Approach to supporting children, young people and adults with a disability and a mental health problem.

1.24 Strategic Risks

The Council is in the business of taking operational risks to achieve benefits to residents, staff, services and finances. The Council is being more innovative and creative in order to deliver outcomes for the public. Political and executive leaders understand that risk must be confronted in order to deliver the Council's 2020 Plan.

The Council mitigate risks by developing a multi-functional joint organisational project team that gains insight into all areas of risk for the Council. There is a risk that if the Council does not implement a new alternative service model to support the modification of All Age Disability and Mental Health Service, then the desired integration across health and social care provision may not be achieved. There have been a number of business risks identified as part of the development of the proposed transfer. Risk management activities will mitigate the likelihood of risk by identifying, evaluating and controlling potential opportunities and threats to the Council and stakeholders in achieving the project objectives. Risks will be reviewed regularly throughout the project, and escalated and presented at Project Board, Customer Experience Transformation Programme Board and Transformation Portfolio Board to ensure senior leaders within the Council are fully aware of the risks associated to the project, and the likelihood of the risks occurring.

Ongoing risk analysis will be conducted monthly at project delivery meetings and project board, considering the likelihood/probability of the risk, detailing impact of the risk, and ways to reduce and mitigate risks. Risks will change over the forthcoming months as the transfer proposals are developed, and operational and financial due diligence takes place. The development of the arrangements between the Council and the CCG will help mitigate some of the shared risks. Risk of change in service delivery for service users during the transitional period is will be constantly monitored through effective engagement in order that emerging issues are rapidly addressed.

Implementing the All Age Disability and Mental Health Service presents the following risks:

No.	Risk Category	Risk and Mitigation
1	Safeguarding	More work required to understand the place of safeguarding and child protection within the arrangements. A major failure in safeguarding would cause preventable harm to children or vulnerable adults and compromise the Council's pledge to protect the vulnerable, and could lead to regulatory intervention and significant cost, to the Council and its partners.
2	Governance	Detailed Governance arrangements to be agreed. Major acts of non-compliance with governance requirements could result in poor decision-making, malpractice and breach of legislation, leading to regulatory intervention and significant cost, both in financial terms and to the reputation of the Council and its partners.
3	Implementation Timescales	The timeframes are very tight and there is a risk that the project could fail to meet the desired implementation of April 2018.
4	Project Management	Failure to successfully manage the key stages throughout project management of the ADM – Due Diligence, Consultation with staff prior to April 2018.
5	Children's Transformation Programme	There is a risk that there are multiple transformation projects, being coordinated at the same time, which is putting pressure on the Children's Senior Leadership Team (SLT). This, in conjunction with responding to the Ofsted inspection monitoring requirements linked to the inadequate judgement and undertaking operational improvements, is challenging. There are a range of Senior Managers involved in the service to ensure requirements are shared across Children's SLT.
6	Transformational Costs to implement ADM	Risks of high transformation costs in relation to cost liabilities in relation to protecting the staff terms and conditions such as pension liability costs, and VAT costs associated to the buying back of Council Corporate Support Services such as Legal, HR, Payroll.
7	Risk Management	There is a risk that if risks are miss-managed or not mitigated then it could jeopardise successful delivery implementation. Risks will be reviewed monthly by project delivery group/project board. All risks will be escalated to Assistant Directors/Director level across Children's and Adults Services, to collectively agree the approach to mitigate the risks.
8	Financial	At this stage of the project, some of the financial costs are unknown. There is a risk that the project fails to achieve value for money. Operational risk that operating costs vary from budget and that performance standards are impacted. There is a risk that the ADM fails to meet the financial budget. There is a risk that the ADM fails to strengthen financial resilience. The Council's Principal Accountants for Children's and Adults Services have been involved in the project since commencement and will oversee the financial arrangements of the service.
9	Community Care Budget	Staff employed by CWP will commission care packages for residents from the Community Care Budget and there is a risk that this budget could be overspent if not monitored accordingly. CWP could be under pressure to control/reduce expenditure of the care budget while remaining compliant with the need to assess against eligibility criteria set out in the Care Act. Processes will be in place as agreed within the Target Operating Model, and monitored regularly by the Council to mitigate the risks of overspend.
10	Legal	Transferring staff requires complex legal work to be undertaken, in partnership with Council and CWP Legal Team. Due Diligence process can be costly, complex and timely to complete. Negotiations with Council and CWP may take longer than expected, or may not be able to reach a compromise.
11	Workforce and TUPE Transfer	There are a number of unknown quantities as due diligence has not yet commenced. An engagement plan will be in place to support staff throughout the transfer period to reduce the likelihood of problems. The project approach is led by HR and the Trade Union to address staff and TUPE issues.
12	Bringing Children's and Adults provision together	There is a risk of bringing 'Children' and 'Adults' services together which could impact upon the service provision. The service design will ensure that both groups of cohorts are protected and the appropriate policy, governance, safeguards are maintained for children and adults. Representatives from both Children's and Adults Social Services are supporting and overseeing the project.

SECTION 2- ECONOMIC

The localism agenda further encourages the diversification of public service delivery (*Green Book, Public Sector Business cases using the five case models, HM Treasury, 2015*). Our triple challenge of poor health outcomes, demographic pressures and financial constraints means we cannot leave the system as it is. Development work has been undertaken jointly by the Council and CWP to arrive at a point where both organisations consider the transfer is viable and will deliver identified benefits.

It is possible that not proceeding with this transfer would lead to a continuation of informal integration and some co-location of staff. This, however, would not achieve the true benefits of having a fully integrated health and social care service. Arrangements with CWP from April 2018 will provide a 'fit for purpose' organisational structure, designed to drive forward effective integrated services across health and social care for the disability and mental health landscape. The reconfiguration will result in social workers being better equipped to support residents leading to improved independence and better outcomes. Skill mix will be used in future as part of service redesign to sustain good outcomes and effective demand management.

2.1 Reaching the Preferred Option

The Council has taken six months, organising a range of workshops/project meetings and on-going dialogue, from March to August 2017 to carefully, and fully consider the range of ADM options available to the Council for the services within scope. The Strategic Outline Case (SOC) presented a long list of ADM options which were evaluated by the Project Team in April 2017. The Outline Business Case (OBC) presented a short list of four options which were analysed further by the Project Team in May 2017. The OBC was scrutinised on 2nd August 2017 at a Scrutiny workshop attended by members of both the Adult Care and Health Overview & Scrutiny Committee and the Children and Families Overview and Scrutiny Committee. The Full Business Case presents in September 2017 the preferred ADM to be considered for approval, after six months of carefully considering options most suitable for the services within scope. The full range of options explored is shown in **Appendix 2**.

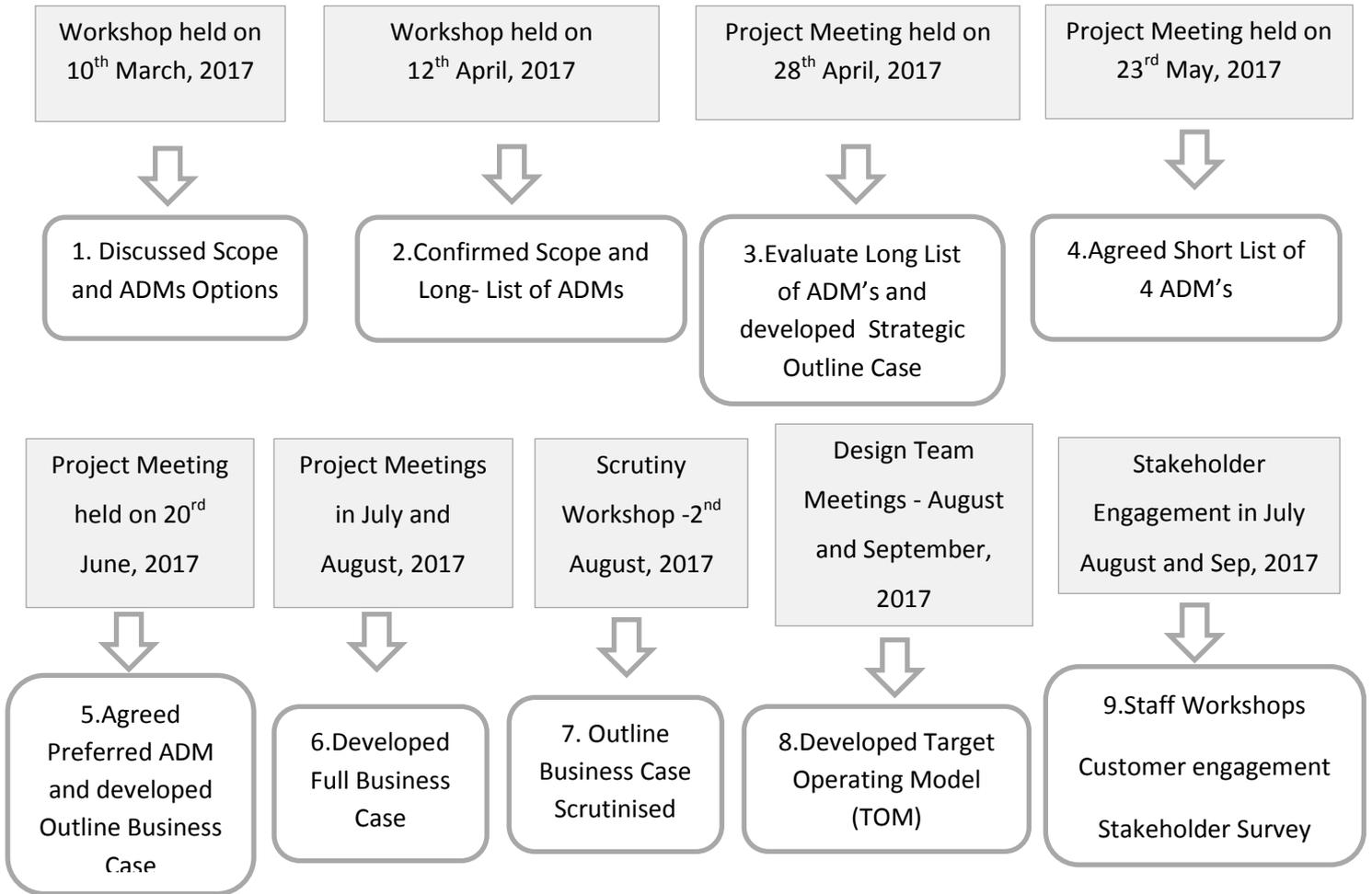
To create an integrated health and social care service, it was agreed that the Council would partner with a Health Service Provider. The Council explored delivering differently through assessing the options of working with Third Sector, Private Sector and Public Sector Health Providers. It was agreed that the most viable option for the Council was to partner with another Public Sector Health Provider who delivers community services of the same nature.

The Council explored options around partnering with local, regional and national Health Providers, and it was agreed that a local provider, with a proven track record operating in the Borough would be most suitable.

The preferred option was to engage with a local provider who currently delivers the health contract for disability and mental health services. There are three Public Health Providers operating in Wirral, Wirral University Teaching Hospital NHS Foundation Trust, Wirral Community Foundation Trust and Cheshire and Wirral Partnership Trust. CWP currently delivers the health contracts for people with mental health, disabilities, and complex needs and was the natural fit provider to integrate with. CWP presented as the best option to transfer staff as they deliver similar services to the same cohorts of residents, and through integration would enable the Council to achieve the agreed outcomes.

2.2 Key Project Phases to implement the All Age Disability and Mental Health Service

Overview of the Project Stages March to September 2017



Next Stages September 2017 to April 2018



2.3 Critical Success Factors (CSF)

The following critical success factors (CSF's) were utilised by the Project Team when evaluating the most suitable ADM to implement (as shown in **Appendix 2**).

- Business need
- Strategic fit
- Cultural fit
- Supports Council Pledges
- Supply-side capacity and capability
- Affordability
- Value For Money
- Achievability within the agreed timescale
- Political opinion
- Ability to adapt to emerging/future policy, legislation and demand

2.4 Preferred ADM

Integration with Cheshire and Wirral Partnership Trust

Overview of the structure of preferred Operating Model:

- CWP will effectively support residents within complex disabilities and mental health needs, not diagnosis specific.
- Formally joining health and social care staff together creates maximum potential for a better experience of health and care services.
- Statutory functions will be carried out by CWP on behalf of the Council.
- Integration is necessary to join up health and care statutory functions and to provide people with a coherent system that can respond proportionately and flexibly to their needs.
- CWP will operate a social model for the service and provide clinical services only when needed.
- CWP are developing services to fit with the Hub Locality Model, which will fit with the ACS development.
- CWP will continue to develop their community offer around wellbeing and independence.
- The Model will deliver agreed outcomes for residents, and the Council.
- Compliance with the Public Services (Social Value) Act 2012, ensuring that social, economic and environmental issues are considered –adding value to Wirral communities.
- CWP will contribute to the delivery of the All Age Disability Strategy for Wirral.
- CWP will provide a fit-for purpose service to safeguard children, young people and adults against abuse or harm.
- CWP will provide an age appropriate service and safeguards - ensuring that both groups of cohorts (children and adults) are protected and the appropriate policy, governance, safeguards are maintained for children, young people and adults.
- CWP will focus on wellbeing, strengths, and linking residents into their community.
- CWP will focus on goals and independence building.
- CWP will consider 'a whole life approach' embedding support with education, housing, leisure, meaningful activity, transport, employment.
- CWP will focus on mainstream learning for younger people within their support plans, support their educational needs.

- CWP will offer flexible support, offering Personal Budgets (shared budgets for health and social care) and Direct Payments.
- CWP will work closely with the Care Arranging Team based within Wirral Community NHS Foundation Trust (WCT).
- CWP will work with children, young people and adults to reduced reliance on support from formal services.
- CWP will provide continuity of care coordination, one person to call as one person holds the customer's case.
- CWP will provide personalised support which is a fundamental part of Education, Health and Care Plans (EHC) for disabled children.
- CWP Operating Model will provide more effective planning and assessment across health and social care with firm links to education – aiding the EHC process.
- CWP will provide seamless health and care assessment and support processes, where residents tell their story once.
- CWP will coordinate specialist support when needed including behavioural support team.
- CWP will ensure that recovery and treatment services are available when needed.
- CWP will offer longer term support planning, help to think ahead.
- CWP will provide outcome based support arrangements.
- CWP will provide a service comprising skilled professional staff with expert knowledge, also engaging closely with staff from third sector and community organisations working collectively together as a team.
- CWP will provide improved pathways to support for young people with disabilities and their families.
- CWP will meet the different needs of residents at different ages, and ensures children's services are protected to meet statutory responsibilities and improve the quality of service to meet OFSTED requirements.
- CWP will work in partnership with community connectors linking people to their communities and helping to navigate the system.
- CWP Services will be shaped by staff and service users, families and key stakeholders.
- CWP will deliver a sustainable model resistant to future challenges within health and social care to effectively support and safeguard children and adults.

2.5 Wirral Cheshire and Wirral Partnership Trust (CWP) Organisational Overview

Vision: "Leading in partnership to improve health and well-being by providing high quality care"

- CWP provides mental health, substance misuse, learning disability and community physical health services.
- CWP provide specialist health services within Liverpool, Sefton, Bolton, Warrington, Halton and Trafford.
- CWP have the 6Cs for their values: Care, Compassion, Competence, Communication, Courage, Commitment.
- CWP employ more than 3,400 staff across 65 sites
- CWP serve a population of over a million people



Cheshire and Wirral Partnership 
NHS Foundation Trust

CWP Strategic Objectives:

- Deliver high quality, integrated and innovative services that improve outcomes
- Ensure meaningful involvement of service users, carers, staff and the wider community
- Be a model employer and have a caring, competent and motivated workforce
- Maintain and develop robust partnerships with existing and potential new stakeholders
- Improve quality of information to improve service delivery, evaluation and planning
- Sustain financial viability and deliver value for money
- Be recognised as an open, progressive organisation that is about care, well-being and partnership.

2.6 Advantages of Preferred Model

Advantages of the New Operating Model to be implemented April 2018:

- Delivers health and care that supports better health and wellbeing for residents within Wirral.
- Provides collective leadership which drives culture change and accepts responsibility for achieving the vision and ensures commissioning for better outcomes.
- Local revenue-raising powers and greater flexibilities and freedoms to deploy resources according to local need for people with a disability and mental health issue.
- Investment in building the capacity and competency of the workforce to provide integrated care.
- A workforce that meets the needs of residents and is equipped to deliver holistic, proactive, integrated care.
- A clear shared vision based on the needs of the community, backed by clear system governance.
- A joint understanding of the resources available locally and a model of care and support that meets the varying need of the population.
- Empowering local systems for Disability and Mental Health provision by supporting flexibility to design services around local need.
- The joint model will provide differing perspectives, insights, environment to stimulating innovation.
- Creates one service/culture for health and social care staff - driving mutually beneficial outcomes.
- The new service will benefit from another organisations expertise and economies of scale, helping to make the service more efficient.
- Public sector aims can be aligned along with the resources needed to deliver changes to the environment/services.
- Improved collaboration across health and social care staff.
- Council will retain responsibility for monitoring the service to ensure that agreed outcomes are met.
- CWP has knowledge of local communities and already delivers health services to residents.
- CWP is a known and trusted brand and already networked.

SECTION 3 – COMMERCIAL

3 Commercialism

The current climate, in particular the national economic situation, has created challenges for Wirral. In Wirral, we must improve outcomes and change the health and care system to be sustainable and close the future gap between demand, costs and funding. The Council has a moral imperative and statutory responsibility to make sure that Wirral residents, their families and carers, are supported, empowered and enabled to live their lives to the full. Commissioning an integrated, holistic assessment and person centred planning service for disabled children, young people and adults (incorporating social care, education and health), will support people with complex disabilities to achieve their individual aspirations and goals detailed within their own person centred plans.

3.1 Local Authorities implementing All Age Disability Approaches

The Council's idea for an All Age Disability Strategy, Partnership Board and Service mirrors thinking of other Local Authorities in England. Wirral can learn from other Councils who have already implemented, or are considering this approach, making the most of the national all age policy: Staffordshire County Council, Coventry City Council, Wolverhampton City Council, Manchester City Council, Doncaster Metropolitan Borough Council, South Gloucestershire County Council, Oldham Council, Croydon Council, Trafford Council and Kirklees Council.

3.2 Why should the Council formally integrate Health and Social Care Services?

Integration has the potential to increase value for money of health and social care and enable public funds to meet increases in health and social care demand. Bringing together health and social care has been a constant and dominant policy theme for many decades, and many places around the country are already demonstrating the potential to do things differently. The Association of Directors of Adult Social Services, Local Government Association, NHS Clinical Commissioners and NHS Confederation believe it is time to change gear and rapidly support the progress towards integration. There is no single way to integrate health and care. Some areas are looking to scale-up existing initiatives such as the New Care Models programme and the Integration Pioneers; others are using local devolution or Sustainability and Transformation Plans as the impetus for their integration efforts (*Department of Health and the Department for Communities and Local Government, 2017*).

In the face of increased demand for care and constrained finances, the principal of integration will improve joint working and over the longer term can lead to financial efficiencies. Integrated services unite professionals from social care, health and education to improve support for disabled people at different stages of their lives. It aims to provide co-ordinated multi-agency care which is tailored to residents' needs.

Social care, education and health staff will work in partnership with individuals and carers to tailor care and support with people, helping setting of long-term goals that improve quality of life while making better use of public resources. Integrating the health and social care sectors is a significant challenge in normal times, let alone times when both sectors are under such severe pressure.

Integration is an important step towards transforming services for children's and adult social care so they are sustainable for the future. It is a means to improving outcomes and the experience for individuals who receive care and health services. It is clear that the need to transform services has never been greater, given the Borough's ageing population and the complex care and health needs of people who the Council are supporting

and of course the unprecedented financial pressures facing local government and adult social care. When residents need care and support, they need services that are personalised, of good quality, that address their mental, physical and other forms of wellbeing, are joined-up around their individual needs and those of their carers (ADASS, 2016).

The service aims to ensure that children and adults with disabilities and mental health problems have equal access to health services, with prompt support from high quality specialist services where required, to improve health outcomes and reduce health inequalities.

People need health, social care, education, housing and other public services to work seamlessly together to deliver better quality care. More joined up services will help improve the health and care of local populations across Wirral and may make more efficient use of available resources. Creating integrated health and care services will improve public health, and meet the holistic needs of individuals, of drawing together all services across a 'place' for greatest benefit, and of investing in services which maximise wellbeing throughout life.

Integrating health and social care will ensure that services that are organised and delivered to get the best possible health and wellbeing outcomes for residents of all ages and communities. Care, information and advice will be available at the right time, provided proactively to avoid escalating ill health, and with the emphasis on wellness. Services will be designed with residents and centred on the needs of the individual.

3.3 Local Authorities integrating with Health Providers

The scale, scope and model of health and social care integration can vary enormously, but all are explicitly intended to deepen and widen integration, to move beyond the benefits that can be delivered by partnership working alone. Although care can be integrated without formally transferring staff, the advantage of this approach is that a single organisation with one funding envelope, a single set of goals and a shared vision for Wirral's health and social care economy is able to avoid many of the problems of fragmentation experienced in virtually integrated systems.

Integration is a central part of a wider government agenda to improve the quality and efficiency of care provision by encouraging health and social care providers to work together. Through the Five Year Forward View and GP Forward View, NHS England and partners have articulated the need for local health and care economies to work more closely together; "...the NHS will take decisive steps to break down the barriers in how care is provided between family doctors and hospitals, between physical and mental health, between health and social care".

Health and social care integration is becoming more prevalent. The Council transferred approximately 208 Full Time Equivalent staff to Wirral Community Foundation Trust in June 2017. Two examples of recent health and social care integration initiatives in the Northwest took place in Trafford and Salford.

3.3.1 Integration example - Trafford

On 1 April 2016, Trafford Council and Pennine Care NHS Foundation Trust signed Greater Manchester's first Strategic Partnership Agreement for Integrated All Age Community Health and Social Care Services. Pennine Care will take lead responsibility for the day to day provision of children's services, while retaining their adult services responsibilities. The partnership agreement means health and social care staff working together in integrated teams, based in four Trafford localities.

3.3.2 Integration example - Salford

Nearly 450 adult social care staff transferred from Salford City Council to an Integrated Care Organisation (ICO) on 1 July 2016, delivered by Salford Royal in the role of 'prime provider' for all adult health and social care services. The ICO has the commission for health services and responsibility for domiciliary and nursing home care. It covers more than 2,000 staff across adult community, mental and acute health and social care services with a budget of £213m.

3.4 The Care Act 2014

The Care Act 2014 made a number of significant changes to how local authorities assess, commission and deliver a more holistic and personalised range of adult social care services. The Care Act introduces:

- A set of national eligibility criteria, which will provide a consistent way of identifying whether a person is in need of care and support from their local authority
- Assessments, will include a section on wellbeing, which considers how a person's current and future needs are and may be affected by their wellbeing
- A different type of assessment, based on a more in-depth conversation with people who need care and support; this will find out more about their strengths, goals and aspirations so a support network can be constructed, which ultimately should lead to a more fulfilling life
- Carers having the right to an assessment of their needs for the first time
- A requirement to consider how assessed needs can be provided with support from community assets
- A sustainable market place offering a range of support services for local residents

There is a much greater emphasis on wellbeing, and local authorities now have a specific duty to promote wellbeing in the specific areas below:

- Personal dignity, including treating people with respect
- Physical and mental health and emotional wellbeing
- Protection from abuse and neglect
- Control by the individual over day-to-day life, including choice and control over how their care and support is provided
- Participation in work, education, training or recreation
- Social and economic wellbeing
- Domestic, family and personal relationships
- Suitability of living accommodation
- The individual's contribution to society

We are already using the principle of wellbeing in the Care Act 2014 to make partner agencies and organisations aware of the barriers to holistic wellbeing faced by disabled adults. The Care Act also specifically states that health and social care must put measures and services in place to reduce, prevent or delay the need for care and support.

3.5 Children and Families Act 2014

The Children and Families Act 2014 bring changes to the law to give greater protection to vulnerable children, better support for children whose parents are separating, a new system to help children with special educational needs and disabilities, and help for parents to balance work and family life. The Children and Families Act is all about reforming services for vulnerable children to give every child, whatever their start in life, an equal chance to make the best of themselves.

3.6 Personal Budgets

Residents have the right to a Personal Budget, a cash amount equivalent to the level of support required, providing greater control and choice for individuals. The right to request a personal budget to deliver the provision in an Education, Health and Care Plan (EHCP) was introduced through the Children and Families Act 2014. This enables children and their families to have more choice and control over how their support needs are met. We know that some disabled people may need support to achieve what they want to do in terms of education, work, health, housing etc. Disabled people in receipt of personal budgets say that they feel that they have more choice and control. Integration across health and social care services will support the usage of joint health and social care personal budgets for residents.

3.7 Legal Approach

The Council has the responsibility for commissioning and/or providing social care services on behalf of residents across Wirral. The CCG has the responsibility for commissioning health services for residents living in the Borough. The Better Care Fund supports the integration of health and social care, requiring the CCG and the Council to establish a pooled fund.

It is the Council's intention to enter into a Section 75 agreement with Cheshire and Wirral Partnership Trust, delegating the delivery function of assessments and care planning for children, young people and adults with a disability, mental health or complex need subject to appropriate scrutiny of the actual regulations governing section 75 agreements and subject to appropriate scrutiny of the actual statutory functions being delegated and the match with the regulations governing section 75 agreements.

A Section 75 agreement is made under the National Health Services Act 2006 between a Local Authority and an NHS body in England. The developments of services based on Section 75 agreements have been ongoing since 1999. Section 75 agreements can include arrangements for pooling resources and delegating certain NHS and Local Authority health-related functions to the other partners, leading to an improvement in the way those functions are exercised. The legal freedom for partners to pool budgets has the potential to make service design more tailored to local population needs.

The statutory duties placed on the Council will continue to remain with the Director for Health and Care and the Director for Children's Services, whilst the delivery of the statutory duties will be delegated to CWP under a Section 75 contract arrangement. Delegation of functions does not mean the Council avoids liability. The Council retains liability for service failure.

Most NHS Trusts, Care Trusts and Councils have some form of pooled funding arrangements. Partnership arrangements and pooled budgets play an important role in underpinning a more joined-up approach to integrated person-centred care. The legal flexibility allows a strategic and arguably more efficient approach to commissioning and delivering local services across organisations and a basis to form new organisational structures that integrate health and social care. Integrated structures serve to reduce problems in transition between service providers such as the Council and CWP.

Agreement and implementing organisational change is a complex, labour intensive task often involving initial tensions of organisational cultures whilst roles and responsibilities are redefined. However, evidence of efficiencies gained by forming single organisational structures gives incentives to embark upon the route of pooling budgets and forming joint structures.

The aims and benefits to the Council and CWP:

- To improve the quality and efficiency of the Services
- To meet the National Conditions and Local Objectives
- To facilitate a coordinated network of health and social care services, allowing flexibility to fill any gaps in provision
- To ensure the best use of resources by reducing duplication across two organisations
- To enable service providers to be more responsive to the needs and views of users, without distortion by separate funding streams for different service inputs

3.8 Commissioning, Procurement, Contracting Approach

In common with all public services, Wirral Council has a responsibility to consistently find more effective ways of making public money deliver better outcomes. This aim is particularly important in the current financial climate, given the increasing demand for services combined with reducing budgets. It has been recognised that further streamlining and efficiency improvements cannot achieve savings of the magnitude now required. Strategic Commissioning is one of the mechanisms that will enable the Council to meet this challenge. The All Age Disability and Mental Health Transformation Project will ensure that the appropriate Council processes are followed in line with commissioning, procurement and contract management.

It is proposed that the contract period will be for four years, from 2018 to 2022. It is the intention to align this contract with a similar contract already in place between Wirral Community NHS Trust and the Council which is in place from 2017 to 2022, and is a five year contract subject to an earlier termination provision.

The contract will not go through a competitive tender process. The Council will commission directly with CWP, who is local health provider, who currently deliver the health services to the same group of cohorts, people with a disability or mental health issue.

CWP will deliver the right service, in the right place, at the right time. Integrated objectives, plans, pathways, decisions and actions will be achieved through a single organisation delivering the service.

It is the intention that the Council and CWP will commission an external organisation to complete Financial and Operational Due Diligence Consultancy to review the Council proposal to transfer Adult Social Care Assessment and Care Planning functions to the Trust.

SECTION 4 – FINANCIAL

4 Financial Expertise

The Integrated All Age Disability and Mental Health Transformation Project is supported and advised by financial experts within the Council. Mathew Gotts Principal Accountant for Adult Services and Lesley West Principal Accountant for Children’s Services have been involved in the development of the FBC, Target Operating Model and attendance in monthly project meetings scheduled April 2017 to April 2018.

4.1 Contract Value

The estimated annual value of the contract with Cheshire & Wirral Partnership (CWP) is approximately £5.19m (gross staff budget only). The contract will result in the transfer of approximately 128 full time equivalent (FTE) staff.

Teams within Scope	Financial Staffing Budget	Total Staff Employed	FTE Ratio	Current Vacancies
Community Mental Health Team	£3.09m	70	63	9
Integrated Disability Service	£1.04m	25	23	4
Children with Disability Service	£1.06m	28	24	5
Total	£5.19m	123	110	18

4.2 Transformation Costs

Transformation Cost	Role	Unit Cost	Weekly Hours	Weeks	Total Cost
Outline Business Case	Senior Business Designer	£41.88	36	4 weeks	£6,030.20
Full Business Case	Senior Business Designer	£41.88	36	6 weeks	£9,046.08
Project Management	Project Manager	£40.95	36	30 weeks	£44,226
Project Management	Programme Manager	£48.32	1 day per Month October to April 2018		£2,435.33
					£61,737.61

Officer time from both organisations will be given to manage and progress the key activities and milestones within the supporting work streams. It is expected that each organisation will bear its own costs in this regard.

4.3 Pension Liability

A decision is required about which pension scheme will be available to the transferred staff (i.e. NHSPS or LGPS). An actuarial valuation needs to be commissioned, to determine the different financial implications of each. At this stage, it is not possible to estimate what the costs associated with either of these options might be. For the

purposes of comparison, the last transfer of staff in June 2017, to Wirral Community NHS Foundation Trust resulted in additional pension costs of approximately £0.28m (shared 50:50 between Council and Trust). However, this was for a larger cohort of 208 FTE staff; therefore caution should be exercised before trying to draw too many direct parallels between the two.

At this stage it is the intention that Council staff transferred to CWP will remain with the Local Government Pension Scheme, although this will require some negotiation. The aim will be that CWP will agree and are able to join as an admitted body.

4.4 Staff Pay Awards

A decision is required about how any future pay awards for the transferring staff will be dealt with and how it will be funded; this is a potential cost of approximately £0.05m.

4.5 Support Costs

There are likely to be additional support service costs to CWP as a result of the transfer of staff. Using the June 2017 transfer of staff to the Trust as an example, this could include additional costs in such areas as legal, IT, estates, payroll, HR and training. Further work is required in order to calculate what the value of these additional costs is likely to be and, following that, a decision is required as to how this will be funded (e.g. CWP buy-back from the Council, cash equivalent transfer, transfer of staff, etc.).

4.6 Financial Savings

Although the ultimate outcome of the transition is to deliver a service which is more effective, efficient and economical, the actual act of transferring staff from the Council to CWP will not, in itself, realise any savings.

At this stage there are no direct financial savings attached to the staffing budget for the social work, assessment and care planning function associated to the 128 (FTE) staff delivering the services within scope. It is envisaged that financial savings will be achieved by the All Age Disability and Mental Health service over the longer-term period.

£1m worth of savings have been identified against Learning Disability spend against the care budget in 2017-18, with a further £2m assigned to the following 3 years, totalling £7m for 2017-2021. This is a saving attributed to the Adult Care budget to be held as a pooled budget within the integrated commissioning hub; the £7m savings will be achieved through new commissioning arrangements.

4.7 VAT Liability

Because of the different regulations governing how the NHS and Councils can treat VAT in their accounts, it is likely that an amount of unavoidable VAT will be incurred on services traded between the Council and CWP. At this early stage, it is too early to determine the likely value of this, as decisions are still required as to the amount (if any) of services that CWP would buy-back from the Council. Any potential additional VAT liability should be considered at the same time as future discussions about the shaping of the service. Both parties are expected to take their own VAT advice on the matter, to determine whether or not the issue is materially significant.

4.8 Transfer Costs

No formal agreement exists between the Council and CWP, for the treatment of additional costs of carrying out the staff transfer. It is assumed that the costs for preparing transition will be borne by CWP in the first instance, with a view to splitting a proportion of costs with the Council. Although it is possible to identify potential cost

pressures based on previous experience, previous experience also tells us that there will naturally be other, unanticipated cost pressures that are unique to this exercise. Both parties are expected to act in good faith in identifying these extra costs as they arise, so that agreement can be reached as soon as possible as to how they will be funded.

4.9 Table 1 – Estimate Spend Profile

Description	2017/18	2018/19	2019/20
	(£m)		
Estimated Staffing Costs			
Children with Disability	-	1.06	1.07
Integrated Disability Service	-	1.04	1.05
Mental Health Team	-	3.09	3.12
1% Pay Award	-	0.05	0.05
Vacancy Factor (est. 2.5%)	-	(0.13)	(0.13)
4 Days Unpaid Leave (est. 1.5%)	-	(0.08)	(0.08)
	-	5.03	5.08
Estimated One-Off Costs			
Project and Programme Managers	0.04	-	-
Due Diligence	0.04	-	-
Actuarial Valuation	0.01	-	-
Software Licences	0.11	-	-
I.T. Hardware	0.05	-	-
	0.25	-	-
Estimated Recurrent Costs			
Additional Staffing	-	0.11	0.11
Training	-	0.02	0.02
Pension Liability	-	tbc	tbc
Support Costs	-	tbc	tbc
VAT Liability	-	tbc	tbc
	-	0.13	0.13

It should be noted that the figures presented in Table 1, above, are indicative figures only. Many of the figures are based on past costs of similar exercises, which may not be a reliable indicator of the costs of this exercise. There are likely to be a number of changes to these figures before the implementation date (1st April 2018), and these changes could be material.

4.10 The Integrated Commissioning Hub

The Integrated Commissioning Hub will provide a single commissioning and governance structure to ensure that Health and Care services are effectively joined up into a single system that is sustainable, through using resources to best effect and to deliver improved outcomes for the people of Wirral. Funded services will be drawn down from a fixed central care budget. This is intended to be a pooled budget held the Council and Wirral CCG, managed by the Integrated Commissioning Hub. The Integrated Commissioning Hub will also be responsible for commissioning a range of providers to meet local need and will carry out the statutory duty in relation to market management. The Integrated Commissioning Hub will provide control mechanisms to ensure close contract monitoring over the life expectancy of the contract.

4.11 Commissioner held Community Care Budget

Staff transferring to CWP will continue to undertake assessments and arrange packages of care for service users on behalf of the Council. The relevant community care budgets (totalling approximately £50m, as at July 2017) will remain with Wirral Council as part of an integrated commissioning arrangement and all statutory duties will remain an output of the council.

The Council will set the budget in the light of the capital funding and revenue funding it has. This will be done annually in line with the Council's budget setting cycle.

The budget will be a fixed budget available to the Trust to draw down on to meet assessed needs within a scheme of delegation. Council officers will meet regularly with the Trust to manage the contract and to monitor expenditure against the agreed budget. If overspend is anticipated the Council and the Trust will work together to identify what mitigating action is required to avoid the overspend occurring. The Council and CCG commissioners would consider health and care budgets as a whole in order to ensure that priorities are met.

SECTION 5 – MANAGEMENT

This section of the business case sets out the approach and resources to effectively and safely manage the transfer of the Adult and Children’s Social Care assessment and care planning functions into the Trust.

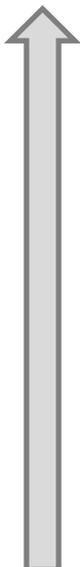
5. Governance of the Project and Business Case Development

A robust project and programme governance arrangements are in place to help alleviate risk.

The suggested transfer and integration of front line social care aligns with national, regional and local policy drivers that all call for closer integration between health and social care.

The FBC has been co-produced by Senior Business Leads, and Project Board members who are employed by the Council. The FBC has been shared with members of the Project Team in August 2017 to enable their input and feedback into this document.

Progress Monitoring and Reporting Arrangements



Transformation Portfolio Board	Senior Colleagues meet to oversee all projects and programmes within the Transformation Portfolio.	1 Hour meeting each month
Programme Board	Senior Colleagues meet to oversee all projects within the programme.	1 Hour meeting each month
Project Board	Senior Colleagues meet to discuss project progression, performance, milestones and risks involved in the project.	1 Hour meeting each month
Senior Business Leads	Senior Business Colleagues meet to discuss project progression, performance, milestones and risks involved in the project.	1 Hour meeting every fortnight
Project Team	Senior and Operational Colleagues meet monthly to agree project milestones, approve project material and approach.	2 Hours meeting every month

5.1 The Sponsor

The Sponsor of the project is Graham Hodgkinson, Director for Care and Health. The sponsor ensures the project remains a viable proposition.

5.2 Programme Manager

The Programme Manager is Jane Clayson who will plan and design the programme and proactively monitoring the progress of projects, resolving issues and initiating appropriate corrective action. The Programme Manager will define and monitor the programme's governance arrangements, ensuring effective quality assurance and the overall integrity of the project - focusing inwardly on the internal consistency of the projects, and outwardly on its coherence with infrastructure planning, interfaces with other projects, programmes, and corporate, technical and specialist standards.

5.3 Senior Business Leads

Senior Business Leads meet fortnightly to work together to resolve any project issues. The business planning and implementation stages will be overseen by the four senior business leads, working in partnership with members of the project team:

No. of Members	Name	Business Area
1	Jason Oxley	Assistant Director Health and Care Outcomes - Strategic Hub
2	Elaina Quesada	Strategic Commissioning Manager - Children’s Services
3	Michael Murphy	Assistant Director Health and Care Outcomes – Delivery
4	Lynn Campbell	Senior Manager Children in Need and Child Protection

5.4 The Project Board

The Project Board meets monthly and governs the project.

No. of Members	Name	Business Area
1	Ursula Bell	Project Manager - Transformation Office
2	Graham Hodgkinson	Director for Care & Health - Adult Social Care
3	Jason Oxley	Assistant Director Health and Care Outcomes - Strategic Hub
4	Elaina Quesada	Strategic Commissioning Manager - Children’s Services
5	Gill Foden	Senior HR Business Partner - Human Resources
6	Simone White	Assistant Director for Children’s Services
7	Jane Clayson	Programme Manager - Transformation Office

It has been suggested that Legal and Finance Colleagues join the Project Board, which will be discussed in September’s meeting, to review the Board attendance. Both Finance and Legal Colleagues attend the Monthly Delivery Project Meetings.

5.5 Project Management:

A Senior Business Designer has managed the Business Case Processes for the project from March 2017 to September 2017 to complete the SOC, OBC and FBC. If the FBC is approved to proceed, then the project will mobilise and develop a joint project plan to manage transfer processes from October 2017 to April 2018.

If the FBC is approved to initiate the transfer to CWP, then a dedicated project manager will be resourced by the Trust from October to April 2018, seven months, to co-ordinate the ‘Transition and ‘Mobilisation Phase’ through to contract start date and stabilisation phase.

5.6 Project Team

- Implements project management and development methodology.
- Develops a full understanding of the project goals, objectives and benefits before committing significant resources to enable transformation.
- Ensures that the project proceeds effectively through all the essential transformational phases, from concept through to completion.
- Ensures the project is properly reviewed by the stakeholders at key stages.
- Provides a rigorous approach to defining a realistic timescales and service specification, within budget.

- Establishes a structured approach for clearly defining roles and responsibilities for the delivery of the project
- Delivers to baseline milestones through a controlled governance model as defined by the portfolio board.

5.7 Project and Business Support

The colleagues detailed below, have contributed to the development and oversight of the project and the production of the FBC, in varying to gain expertise across all business areas to steer the project management.

Project Expertise / Work Stream	Council Lead
Project Manager	Ursula Bell
Senior Business Leads from Commissioning and Delivery	Jason Oxley, Michael Murphy, Elaina Quesada, Lynne Campbell
Policy and Strategy - All Age Disability Partnership Board	Simon Garner and Peter Loosemore
Human Resources	Jenny Woods
Communications	Sally Dunbar
Finance – Adults Services Finance – Children Services	Matthew Gotts and Lesley West
Delivery Managers – Adults Delivery Managers Children	Judith Lambert, Chris Taylor Nikki Kenny
Digital / ICT	Ian Upton, Mark Christian
Legal	Anne Quirk and Vicki Shaw
Safeguarding and Professional Standards – Adults Safeguarding and Professional Standards – Children	Anne Bailey Lynne Campbell
Information Governance	Judith Barnes / Jane Corrin / Simon Garner
Asset / Estates / Facilities	Philip Ashley and Jeff Sherlock
Performance and Intelligence	To be agreed
Procurement	Ray Williams, Keith Patterson, Tony Birkett, Keith Sailes
Commissioning – Adults Commissioning – Children	Jane Marshall, Adrian Quinn, Elaina Quesada

5.8 Overarching Principles for developing the New Operating Model

The Project has followed the Councils Overarching Principles for developing the New Operating Model:

- The new model for delivery will achieve the ambition and vision set out in the Wirral Plan and associated pledges.
- The new service will achieve improved outcomes for Wirral residents.
- Appropriate engagement has been conducted with stakeholders and service design reflects the views of residents, businesses, partners, and service providers across Wirral. Further engagement is required with children, young people, carers and families over the forthcoming months.
- It is the view that the new service will create financial efficiencies over the course of the contract, and every effort will be made to achieve savings and reduce operating costs.
- CWP will deliver the new Operating Model, carrying out the Council’s statutory duties as detailed within the service specification.

- Deliverability of project within agreed timetable will be mapped closely. The Model identified will be in place to agreed timescales of April 2018.
- The Council retains robust accountability and governance arrangements through joint attendance at Partnership Governance Board (Council and CWP), Regular Contract Review Meetings, and Annual Contract Review. The new Operating Model will have appropriate commissioning/governance/ contract management arrangements are in place to ensure the Council is meeting its statutory duties.
- The Operating Model will have resilience and flexibility to emerging issues in service delivery. Ability to respond to changing statutory duties/ future opportunities for service delivery. Ability to adjust in a timely manner to political direction/legislative or procedural changes.
- Every effort will be made to ensure the model delivers added value such as supporting residents to access community services/assets across Wirral.
- The Operating Model promotes equality and diversity amongst its residents and workforce through undertaking robust equality impact assessment.
- The Operating Model will protect the existing workforce rights Via TUPE (Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014).

5.9 Stakeholders

To maximise the system benefits of developing truly outcome focused, integrated provision requires large scale involvement, engagement and sign-up from the system as a whole at strategic through to operational level.

The partnership approach outlined throughout the FBC will be crucial to delivering project priorities despite the continuing pressure on budgets throughout the public sector. Ensuring that children, young people and adults with disabilities and mental health needs live good lives is not solely the responsibility of the Council, it is the responsibility of the whole community, including friends, neighbours, local shops and businesses as well as the specialist services that the Council commission.

Stakeholder groups include residents who already use services and those who may be potential users of the services. Existing service users and front-line delivery staff will be most directly affected by the changes but we will ensure that all stakeholders are aware of developments across the whole project and help develop the change in culture that is vital if this new way of delivering these services is to be embraced fully.

Key Stakeholders:

- | | |
|---|---|
| ➤ CWP | ➤ Wider public |
| ➤ Directly affected staff across children and adults services | ➤ Health Partners - Health Trusts, GP's |
| ➤ All Council Staff | ➤ Healthwatch |
| ➤ Trade Unions | ➤ Health Commissioners - CCG |
| ➤ All Age Partnership Board | ➤ MPs, Councillors |
| ➤ Patients / Service users / Families / (Unpaid) Carers | ➤ Service Providers, Community Groups, Volunteers |

5.9.1 Carers and Families

The wellbeing of carers is a golden thread running through the work of the Council and the All Age Disability and Mental Health Service. It is equally important the FBC acknowledges and recognises the vital role of Carers and

families. It is essential that carers have their own opportunities to fulfil their own potential and that they feel valued as individuals and carers. The Children and Families Act 2014 also formally recognises the contribution young carers make to their families (and extended families), and the impact that being a carer may have on a young person. The Act requires the needs of the whole family to be considered in the future when a child is identified as a young carer.

5.10 Stakeholder Engagement

This section of the FBC acknowledges the importance of engagement, co-production and consultation with key stakeholders and shares a vision around the process to deliver the service in partnership with people with disabilities and mental health issues, their Carers, families, partner agencies and the wider community.

Stakeholder, public and staff engagement has been undertaken over a number of years through Healthy Wirral, Vision 2018 and Vanguard events, together with staff engagement sessions.

To deliver on the Council's Pledges, services listen to people to fully understand their support needs and the best ways that these can be met. Co-production and consultation is vital to the development of this project and is considered the best way to achieve transformation.

The Council's willingness to listen means that the changes will be transformational. The Council will listen to what local children, young people, adults and families tell us. Services will work in partnership with disabled people, their families and carers to ensure that they play an active part in influencing the overall delivery model. The Council want residents, their families and professionals in Wirral to see and feel speedy improvements.

Wirral Council initially led the development of the All Age Disability and Mental Health Project, but the full design arrangements for the new service will be driven by local people, community assets, including key partners, local providers, and community support networks. Co-production and co-design is imperative so that all key stakeholders will help shape the approach and format of the new All Age Disability and Mental Health Services.

The Project Team led on a range of staff and service user engagement activities that will give people the opportunity to shape the design of the ADM. The project will respond and adapt to the views of residents, as well as utilising new research or data. Only through incorporating the views and ideas of key stakeholders across social care, health, private and voluntary sectors as well as the wider community will any initiative realise target benefits and address the local issues presented.

There is further engagement work to be carried out over the forthcoming months to engage with children, young people and adults that access the services, including their carers/family members.

Once the new All Age Disability and Mental Health Service has been implemented in April 2018, the service would continue to respond and adapt to the views of disabled children and adults, as well as utilising new research or data.

Principles guiding the co-production of Disability and Mental Health Services:

- Co-production with people with lived experience of services, their families and carers.
- Working in partnership with local public, private and voluntary sector organisations, recognising the contributions of community assets.

- Identifying needs and intervening at the earliest appropriate opportunity to reduce the likelihood of escalation and distress and support recovery.
- Designing and delivering person-centred care, underpinned by evidence, which supports people to lead fuller, happier lives.
- Underpinning the commitments through outcome-focused, intelligent and data-driven commissioning.
- Family focused approaches.

5.10.1 Communications Plan

The Communications Plans and Engagement Activities will continue to support effective communication and involvement of key stakeholders to ensure the service is effectively implemented to commence in April 2018. The Communications and Engagement Manager continues to update the Communications Plan to support the communication of the project with key stakeholders from September 2017 to May 2018. The Communication plan is reviewed and updated at the Monthly project Management Meetings. If the FBC is approved then a joint Communications Plan will be developed further with CWP Communications Team.

5.10.2 Stakeholder Survey

An online electronic Stakeholder Survey was launched in August 2017 and will be open for six weeks until September 2017 to gain insight from local stakeholders across Wirral.

Communication, Commissioning and Delivery Colleagues within the Council have shared the electronic online survey link in August to promote the survey with organisations, service providers and community groups and to encourage participation from stakeholders across Wirral.

The Council have worked in partnership with Mencap to complete an Easy Read Version of the Survey, to ensure that people with a learning disability are not excluded from the engagement process, and are able to provide their views.

Stakeholder Survey Web Link: <https://www.surveymonkey.co.uk/r/AllAgeWirral>

The survey feedback will be fully analysed and evaluated in October 2017, and will inform the final Operating Model implemented in April 2018.

5.10.3 Dedicated Intranet Page

There is a dedicated Intranet Page set up on the Councils Website from August 2017 to April 2018 to store a range of information about the project and new service to enable staff to have access to information relevant to them about the transfer.

5.10.4 Staff Engagement

A range of engagement meetings and workshops have taken place from March 2017 to August 2017 with Staff at all levels to enable them to inform the FBC and Operating Model.

In July and August 2017 nine staff workshops and a range of one to one meetings have taken place with the delivery teams to provide an opportunity for them to influence factors and options considered for the All Age Disability and Mental Health Service.

Approximately 128 full time equivalent (FTE) staff are in scope of the staff transfer, approximately 80 staff attended the engagement workshops in July and August 2017 from the three teams: Community Mental Health Team (Adults), Integrated Disability Service (Adults), and Children's with Disability Team (including the Family Support Service). 62% of transferring staff attended the workshops.

At each workshop, all staff in attendance were asked to provide a show of hands whether they wanted to say 'Yes', 'No' or 'I don't know' to the proposal of the new service in April 2018 - The majority of the staff who attended the workshops were positive about the transfer to CWP and either said that 'Yes' it's a good proposal or 'They Didn't know', and less than 10 staff out of 80 attendees said 'No.'

The Staff Engagement Workshop Report was shared with Project Board Members, Senior Business Leads, Senior Managers, HR, and Transformation Management in August 2017. The report will be saved on the Project dedicated website page to enable staff to have access to the workshop evaluation.

5.10.5 Staff Consultation

Staff formal consultation period will be scheduled to commence around December 2017 to January 2018 and will be guided by TUPE Regulations 2006. There will be a range of staff workshops to enable transferring staff to be consulted about the transfer terms and conditions, and provide information and advice. Formal Consultation will take place once a full Due Diligence Exercise has been commissioned regarding the terms and conditions of Council and CWP staff, which is expected to commence in October/November 2017.

5.10.6 Trade Union

The Trade Union have been engaged about the project and will be regularly consulted. The Trade Union colleagues were in attendance at all of the nine staff engagements workshops in July and August 2017. The Trade Union colleagues will support transferring staff throughout the transfer period, consultation period, to the appropriate employment and legal advice.

5.10.7 Service User Engagement

There is a clear vision which is ensuring that collectively the Council is working for communities today and building for tomorrow. In striving to become a leading community Council we want residents in the Borough to have their say in the service redesign, by dedicating time to meaningful consultation and listening to the views of our residents.

The Council will work with the community to encourage active involvement of our residents and are open to working with the private and voluntary sector and committed to encouraging the growth of a social enterprise culture and embracing community assets.

In developing the Age Disability and Mental Health Service, the project team will co-ordinate comprehensive engagement work, to gain a deeper understanding from people and their families who access the service, or provide support to residents. This would ensure that the service design would be fully informed by the real life experiences and ideas from disabled adults, young people and carers, currently living in the Borough.

Further work will take place across from September 2017 to March 2018 to get a better picture of accessing disability and mental health services in Wirral and what it means to people to be disabled or experience mental health problems. This will help to ensure effective and appropriate provision of support across the Borough; the Council will therefore work in partnership to develop and agree a robust method of capturing this data from the variety of sources available to it. Residents with a disability or mental health problems will continue to drive this work, with their views, positive and negative; they are the catalyst for the change that will happen.

5.11 Scrutiny Workshop

A workshop was held on 2nd August 2017 to review the outline business case. Pre-decision scrutiny is regarded as good practice and is aimed at strengthening the decision-making process. As the services within scope range across Children's and Adult Social Care Services, a workshop was attended by both members of the Adult Care and Health Overview Scrutiny Committee and the Children and Families Overview Scrutiny Committee. This form of pre-decision scrutiny gives non-Cabinet members the opportunity to influence developing proposals.

5.12 Shared Ways of Working

The Council and CWP will move together on this journey, taking each measured step supported by project plan and programme of system reform.

- As a single system of governance for health, social care, for disability and mental health and wellbeing for all children, young people, and adults in Wirral – aligned goals and objectives.
- Through a neighbourhood model of delivery and accountability, which will empower people, help them invest in their own health and when they need services use more preventative interventions.
- Target resources where they have most impact, building more resilient communities to better meet growing demand with improved outcomes, experience and efficiency.
- Deliver consistent, seamless and standards-driven care, responding to need and building trust, mutual commitment and shared responsibility with service users.
- Break down barriers and provide the infrastructure (e.g. information systems, records and facilities) staff need to provide high quality, safe and effective services.

5.13 Target Operating Model (TOM)

To support the delivery of the contract a draft Target Operating Model has been developed in partnership with CWP. The operating model defines how CWP will deliver Integrated Health and Social Care through the Transfer of Adult and Children's Social care from the Council. A robust structure which embeds a solution based ethos and manages key risks and issues on a regular basis is absolutely critical in driving change and enabling successful implementation.

An operating model covers six elements making up the acronym POLISM:

- **P**rocesses and activities – the work that needs to be done
- **O**rganization and people – the people doing the work and how they are organized
- **L**ocations, buildings and other assets – the places where the work is done and the equipment in those places needed to support the work
- **I**nformation and other links – the IT (and other links) needed to support the work
- **S**ourcing and partners – those outside the organization supporting the work
- **M**anagement system – the commissioning, contracting and governance of the work

If the FBC is approved, the Target Operating Model will continue to be evolved in partnership and collaboration with stakeholders across Wirral. For any form of multi-disciplinary integration to be successful time and energy will be devoted to helping the different professional groups come together, understand each other's roles, responsibilities and ways of working.

5.14 Practicalities Considerations of the Target Operating Model (TOM)

The emerging Target Operating Model is based on the best possible available knowledge, evidence of value for money and insight, with on-going sustainability of system design and management, and elements of the operating model and service design will continue to be evolved from October 2017 to March 2018.

- Objectives, Vision, Strategy, Policy
- Legal structure
- Legal requirements linked to meeting statutory duties
- Due diligence
- Terms and conditions –agreements/sanctions
- Risk management strategy
- Business continuity planning
- Financing: any tax/VAT issues
- Procurement regulations
- Governance
- Data protection and Freedom of information
- Professional fees
- Relationship with parent authority
- Incubation period (support/costs)
- Registration with regulatory bodies
- Stakeholders
- Exit Strategy
- Performance and Outcome Requirements
- Performance Monitoring Arrangements
- Community / Localism

5.15 Aim of the Care Pathway

- Recognises that Service Users are experts in their experience
- Help identify the Service User's personal strengths
- Service Users Guiding and Supporting Decision Making
- Ensure that Service User get the best possible Information and support
- Inspires hope and fulfilment
- Promote partnership – working together
- Residents take part in meaningful activities such as education and employment opportunities

5.15.1 Care Pathway Principles Explained

- Service Users Feel reassured that the care received will be safe, of a high standard (effective) and promote recovery, rehabilitation and independent living.
- Service Users will feel confident that what they have to say will be listened to and used to direct decisions about their care.

- Service Users will be actively involved in making decisions and be supported to maintain personal control and as appropriate their family and partner and nominated friend are also supported.
- Service users will receive appropriate explanations (and as appropriate their family, partner or nominated friend) regarding the outcomes of assessments, investigations and the diagnosis they receive.
- Service users will be treated with empathy, dignity, sensitivity, compassion and respect by all people who provide support to them.
- Service users will be able to access help and support easily when they need it.
- Service users will be supported by a team who know them and who commit to partnering with them throughout their care journey.
- Service Users receive information (and as appropriate their family, partner or nominated friend) about interventions, treatments, care, support options to assist them in the development of their personal support/care plan.
- Service Users will be supported to receive care in the community setting, and will only be admitted into hospital if it is required.
- Service Users will receive dedicated one to one care and be confident that any restrictions on their personal movement and or compulsory treatment will be for only the shortest period of time.
- Service Users will receive information about how they and their representatives can access 24 hour crisis support.
- Service Users will be given every opportunity as to maintain their family and social connections and have access to advocacy and personalised activity seven days a week.

5.15.2 How will Service Users know that the Care Pathway is working?

- Clear understanding
- Timely Access
- Given choices
- Improvement to health and wellbeing
- Service Users are better able to cope with their mental health problems or disability

5.16 What will our Social Work Service look like?

The FBC highlights the need to fundamentally reshape the services we offer and commission to deliver the right care at the right time in the right place, ensuring that every contact counts, and offering the right kind of support at the first point of contact. The Council will retain statutory duties for the welfare of Children and Adults, whilst developing service all Age Disability and Mental Health Service with CWP.

The Council will strive for the most efficient and effective way of delivering the social work assessment and care planning function by a formal integration with CWP; utilising resources available whilst achieving the optimum results.

The service will conduct assessments, plan care and support and make the best use of available resources to enable residents to have better lives. Staff possess the core skills of assessment and intervention, so that decision making and care planning are based on sound analysis and understanding of the residents unique personality, history and circumstances. The service will enable people to experience personalised, integrated care and support to maintain their independence and wellbeing, cope with change, attain the outcomes they want and need, understand and manage risk, and participate in the life of their communities.

Staff within the new service will work effectively and confidently with fellow professionals in inter-agency, multi-disciplinary and inter-professional groups and demonstrate effective partnership working particularly in the context of health and social care integration and at the interface between health, children and adult social care.

The Care Act 2014 puts the principle of individual wellbeing and professional practice of the individual social worker at the heart of social care.

5.17 Staffing Implications

A Transfer of Undertakings (Protection of Employment) Regulations will take place (TUPE). The transferring Council staff will carry with them their continuous service and the same terms and conditions of employment. A range of 'Induction' activities will be developed to support and inform staff who are transferring to CWP.

5.18 Change in culture and reformed working practices

Working collectively to deliver quality services, improved individual outcomes and more choice and control requires organisations to work across organisational boundaries and therefore differing cultures, an equal amount of effort will be required to facilitate the cultural change needed to develop a more joined up and cohesive way of working across the organisation. As well as the change in culture there will also be a change in working practices with new procedures needing to be introduced. This will require practical information and training for stakeholders as appropriate and this is addressed through the workforce development work-stream.

5.19 Benefits Realisation of the transfer of social care to CWP

Benefits realisation will be assessed through management arrangements, ensuring delivery of the services in line with the contract specification. Service innovation and change will be required over the duration of the contract to achieve the benefits outlined in this business case.

A Partnership Governance Board will be established to oversee delivery of the service and benefits, supported by contract monitoring and management arrangements. This Benefits Framework will set out who is responsible for the delivery of specific benefits, how and when they will be delivered and the required resources. Benefits will be quantified where possible with agreed measures to enable progress and achievement to be monitored as part of ongoing monitoring of service delivery.

5.19.1 Local Benefits of Integrated Working

- Response for service users and their families
- Service user Pathways
- Outcomes for Service users and their families
- Innovation and Improvement
- Information and Data sharing
- Involvement and engagement of staff
- Culture
- Use of Resources – efficiency
- Stakeholder Management / relationships

5.19.2 Benefits of Improved Operating Model

- Multiagency Interdisciplinary Collaboration
- Collaborative neighbourhood model for provision
- Safe Working Policies and Practices
- Honest and open engagement with families
- Observing and responding to the family's behaviour and circumstances
- Supporting individuals and families
- Building user and carer involvement
- Person-centred practice
- Effective assessments
- Outcome based support planning
- Prevention and Early Intervention Approach
- Advocacy, Information and Advice
- Information gathering

5.19.3 Benefits from the new care pathways?

There are a range of benefits to initiating service and pathway redesign as detailed below:

- Enhanced Mental Health and Disability Services across Wirral
- Provide single point of contact across health and social care
- Supporting the integrated delivery of services across health and social care
- To drive and scale improvements in integration
- Improved multi-agency working to achieve better outcomes (integrated care)
- Facilitate links with the wider social care, healthcare system and community, promoting community assets.
- Minimise the need for transition between different services or providers
- Improve continuity of care by taking an all age approach to service delivery
- Better communication between the services provided within the pathway
- Ensure Adult Mental Health Services are working more closely and integrated with CAMHS
- Developing clear and explicit criteria for the thresholds determining access to and movement between the different levels of the pathway
- Having clear and explicit criteria for entry to the service - focusing on entry and not exclusion criteria
- Health and Social Care Colleagues work together to ensure effective communication about the functioning and protocols of the local care pathway
- Allow services to be built around the pathway and not the pathway around the services.
- Ensuring a joined up approach that is consistent within the existing statutory framework for children and young people
- Improve support for transition between children and adults - End the cliff-edge of lost support as children and young people reach the age of eighteen through the provision of a seamless service
- Actively involving people as partners in their own care
- To ensure stronger protection of people's autonomy, and greater scrutiny and protection
- Ensure Family and Carers are well supported and more closely involved
- Improve crisis management
- Improve assessment and care planning arrangements

Benefit Area	Benefits to be realised
System	<p>Mitigating effects of increased demand by using public resources effectively, as described in Cheshire & Merseyside STP</p> <p>Non-cash releasing productivity savings have been assumed to enable the system to meet rising demand with a flat budget</p> <ul style="list-style-type: none"> ➤ through skill mixing and role development ➤ developing single processes, creating integrated and single support functions, common management arrangements <p>Bringing the two groups of staff together under CWP employment:</p> <ul style="list-style-type: none"> ➤ Operate as a single health and social care team for service users ➤ Provide effective, integrated Multi-Disciplinary Team approach ➤ Develop better linkages to other parts of the health system e.g. primary care ➤ Utilise single processes and systems ➤ Undertake joint training and development ➤ Integrated Teams, Integrated Pathways, Integrated Roles
Staff	<p>Staff satisfaction improved through more effective working:</p> <ul style="list-style-type: none"> ➤ Clear set of standards and working practices ➤ Shared systems that will support information sharing, good personalised planning and documentation
Service Users	<ul style="list-style-type: none"> ➤ A more integrated health and care system will bring benefits to many people ➤ Better joined up care and support means a real difference to local people. ➤ Service users should receive a better experience resulting from more coordinated and responsive care through:- ➤ Single referral, screening, assessment and care planning processes ➤ Management under one organisation facilitating greater clarity on timescales, workloads and access to resources

5.20 Overarching Outcomes for People with Disabilities and Mental Health problems across Wirral

- Disabled people, their families and carers will be at the heart of decision making. The impact of the disability on the whole family will be considered and support offered to other family members if required.
- Services will talk to one another; information will be shared and they will be more co-ordinated in working across the lifespan and across organisations.
- There will be fewer assessments conducted and residents will not have to keep repeating themselves.
- Services will be designed for the requirements of the disabled person, their family and carers.
- Services will be timely and there will be discussion and planning ahead for key life events (e.g. transition from being a young person to becoming an adult, a move to independent living.)
- All services take responsibility to understand and develop relationships with their family, friends and/or customers with a disability.
- There will be peer support relating to individual conditions, confidence building and raising expectations.
- People will be able to access services closer to home – so they can continue to be part of their local community even when care and support is needed.

- People will be empowered to help themselves and improve their health.
- Carers will have a higher profile and be given more respect and recognition.
- People will feel safe.
- Understand the range of Disabilities, symptoms and difficulties experienced by individuals, and how best to support them to maintain independent living. Know the key signs of mental illnesses and distress and be able to respond appropriately.
- Understand the importance of good physical and mental health and wellbeing and have good knowledge of how to promote these with people who need care and support.
- Promote dignity and respect by maintaining confidentiality and integrity and valuing the individual's knowledge and experience.
- Ensure legal rights are upheld under UK Law. Implement best practise in National Policy.
- Deliver flexible and personalised care that reflects the individual's identity and preferences.
- Enable informed choice and control by appropriately supporting people who need care and support to make well-informed health and social care and lifestyle decisions, building on their strengths and personal resources.
- Promote social inclusion by helping people who are being supported to maintain positive relationships and family contact, peer support, active community involvement, and by enabling carer involvement
- Promote creative, cultural and recreational activities that are meaningful to the individual to enable the best possible quality of life and fulfilment.
- Enable capacity and confidence-building in people who need care and support to maintain their independence and control by supporting them to manage risk-taking activities, lifestyle decisions and setting goals.

5.21 What can Residents expect from the All Age Disability and Mental Health Service in Wirral from next April 2018?

- Approaches adapted to match the person's age, comprehension and culture.
- Specialist knowledge and skills from an integrated workforce.
- Effective relationships with service user's families and professionals.
- Individuals and families empowered to achieve the best outcomes.
- Service users and their families can connect with their community and wider society.
- Quality advice support.
- A wide range of well-coordinated practical and emotional support.
- Promoting personal and family reliance and cohesion.
- Encouraging and enabling active citizenship.
- Enable access to advocacy.
- Person-centred approach to safeguarding practice and solutions to risk and harm.
- Enhancing involvement, choice and control of service users and their families.
- Improving quality of life, wellbeing and safety of residents.
- Positive interventions.
- Personalised approaches.
- Implementing best interest decisions.
- Empowering service users and their families to make their own decisions.
- Empowering individuals who lack mental capacity.
- Recognising that service users and their families are experts in their own lives.

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- Individual's views, wishes and feelings and listened to.
- Effective approaches to help service users and families handle change.
- Support individuals and families in transition, including young people moving to adulthood.
- Staff operate within a framework of professional accountability.
- Service users and families contribute to the continued improvement of services, policies and procedures.

5.22 Focusing on service users and families strengths and skills

CWP approach to supporting children, young people and adults with mental health issues or learning disabilities and their families will be based upon recognition of their strengths and skills, complementing needs assessments. CWP understand that families have a lot of expertise and knowledge about family members to build stronger relationships with families from the first point of contact – offering support to strengthen their abilities to care for family members, of all ages, where this is required and facilitating involvement in assessment and support planning processes.

Person centred support plans for families and children, young people and adults will promote an asset based approach which promotes independence and growth in all areas of life. Natural supports will be used wherever possible, and links will be made to enable people with disabilities or mental health issues to contribute to local community initiatives. Support will focus on enabling children, young people and adults with disabilities and mental health needs to achieve their milestones and goals, fully utilising universal services, such as leisure and playing a valued role in society.

There are often concerns from families and young people themselves when young people are preparing for adulthood transitions. The service redesign will smooth out the process by aligning the assessments and policies, providing dedicated support for people of all ages.

Where children, young people and adults with disabilities and mental health needs cannot have their needs met by families or universal services, or when they go into crisis, there will be timely access to support, including specialist services that will offer treatment and clinical intervention in the least restrictive setting, close to home. Where children and adults have behaviour that challenges services, a positive behavioural support approach and intervention will underpin work with person, their families and/or support workers.

Risk will be managed in a way that promotes choice and control, through a consistent approach based upon principles of positive risk taking. Choices and personalisation will be promoted when navigating pathway, which reflects the achievements that the individual, has made on their life journey.

5.23 Personalisation

Personalisation has become a unifying theme and a dominant narrative across public services in England. The All Age Disability and Mental Health Service will provide a more personalised service to the customers, improving the experience of using the pathways for residents.

- Personalisation works, transforming people's lives for the better
- Person-centred approaches reflect the way people live their lives, rather than artificial departmental boundaries
- Personalisation is applicable to everyone, not just to people with social care needs
- People are experts on their own lives.

Personalisation is very much an iterative process and the enhanced assessment and support planning will strengthen the Service User's experience of the pathway from childhood to adulthood. The development of

personalised support is a fundamental part of Education, Health and Care Plans for disabled children. At present the personalisation process is being developed separately between children and adult services. For continuity for families and the delivery of better outcomes for disabled children and adults the personalisation agenda needs to develop consistently across all ages.



5.24 Asset-based Community Development

Assets across Wirral are the resources, skills or knowledge which enhances the ability of individuals, families and neighbourhoods to sustain their health and wellbeing. CWP will work in partnership with external service providers across Wirral formally recognising the benefits of Asset-based Community Development. Communities and community development has a key role to play in the reduction of health inequalities, particularly in deprived areas of Wirral, and the project will work in partnership with providers from the private and third sector, as well as and other public sector organisations. CWP will work in partnership with community asset across Wirral to ensure residents benefit from services being joined up. Community assets have the power to improve social capital, connect people, provide support and advice, and support collective action. Understanding more about the nature and role that community assets play in reducing health inequalities and improving health and wellbeing helps Wirral's commissioners, service providers, professionals and communities to be better informed about the resilience of communities in developing and sustaining assets, rather than relying fully on public services and primary and secondary health and social care. The social value of community assets have shown that four key impacts emerge, which are often interlinked: mental health and wellbeing, new skills, social and faith. Focusing on the assets available across Wirral provides a vehicle to strengthen resilience and reduce inequalities.

5.25 Service Provision

The new Operating Model will provide a community health and social care service for people with disabilities or mental health support needs. CWP will apply the national eligibility framework, in accordance with Care Act duties, to any assessment of care and support and subsequent funded support package. Only assessed eligible needs can be met with funded support services, though some services will be universally available.

CWP will identify the level and type of support package required, complete support plans, and arrange support via Wirral Community Foundation NHS Trust Care Arranger Staff that will liaise with providers and set up packages within delegated authority and contract frameworks.

5.26 Back office corporate support functions

Responsibility for financial assessments for care charges, income collection and debt recovery functions will remain within the Council.

CWP and the Council will negotiate arrangements for what buy back services/corporate services will be in place to CWP from the Council for an agreed period of time. CWP will from time to time require legal advice, and this aspect will need to be considered.

5.27 Location of Services

The new services from April 2018 will be delivered from two locations.

The All Age Disability Team will be based at Millennium Centre Twickenham Drive, Wirral, CH46 1PQ. It was already agreed by the Council that the Children and Adult Disability Teams would move into this venue, prior to this project being initiated. The move is currently being project managed internally within the Council. It is also planned that CWP colleagues would be based at this location to have an integrated team onsite together.

The Mental Health Team has been co-located with CWP for over 30 years. The Mental Health Team are currently based at the Stein Centre, St Catherine's Health Centre, Derby Road, Tranmere, Wirral CH42 0LQ, and will continue to be based at this location for the new service commencing in April 2018.

For the fact that one team is already based onsite with CWP, and the other two teams have already commenced the plan to relocate, then this will reduce complications for the transfer of staff from the Council to CWP, given the tight timescales.

5.28 Information Technology

There are a number of technical requirements that need to be addressed to ensure the transition from the Council to CWP is a smooth one.

CWP will continue to use Care Notes and the Council's Liquid Logic system will be used for all social care assessment and support planning purposes and for all delegated social care functions. Having two IT systems creates risks associated to duplication of maintaining two systems, creating risk of errors, omissions duplication and reduced operational capacity of staff.

The migration of technology for the 220 staff from the Council to Wirral Community NHS Foundation Trust in June 2017 was managed within three months, however this transfer will have different issues that will be analysed, evaluated and solutions put in place to support the transfer over the next six months.

Security standards will need to be in place and maintained to ensure that sensitive data cannot be hacked and/or intercepted as data is flowing outside Wirral Council secure network.

Decisions will be made for transferring staff whether their current technology, such as laptops and PC's or will transfer over with them or whether CWP will provide these from next April 2018. If CWP are providing laptops and PCs migration time will be considerably shorter.

New issues may still arise as staff TUPE across, and the Council Digital/ICT colleagues will work with CWP to address any technological issues.

5.28.1 Data Migration

The Council will need to ensure that it has sufficient bandwidth available when migrating data across the network to ensure that the migration process is not slowed down.

A proof of concept site will be identified consisting of a small number of users. This site will be used to test all ICT aspects of the migration and any issues that arise can be resolved without affecting other service users. This process will be agreed with CWP over the forthcoming months.

The Mental Health Team is already co-located onsite with CWP, and are utilising their ICT systems. Given the limited information available at this time, it is difficult to fully understand the migration details however technology/digital leads both within the Council and CWP will work in partnership to ensure technological solutions are in place from October 2017 to March 2018, ready for the transfer date in April 2018. A Digital Work Stream will be set up in October 2017 to ensure the Council and CWP Digital and ICT colleagues work in partnership to smoothly manage technological issues for the transfer.

5.29 Governance Framework

The Council and CWP from October 2017 to March 2018 will continue to develop the details around the transfer arrangements and operating model in relation to statutory governance arrangements. The Integrated Commissioning Hub (Wirral Borough Council and Wirral CCG) will manage the contract and budget spends via Contract Managers. A Partnership Governance Board will be set up to oversee the quality standards and to ensure that the service provided meets the expected outcomes. The Partnership Governance Board will be the major driver of on-going service development from April 2018.

5.30 Framework and Contract Monitoring

The service will be commissioned by the Council from CWP with a detailed service specification outlining the outcomes required.

A range of agreements may be required for corporate and support service arrangements, which can be discussed further between the Council and CWP.

The standards and quality of the service provided by CWP will be monitored by the assessment of business information, activity, performance statistics, complaints information, and compliance with statutory duties.

The contract will be monitored from colleagues in the Integrated Commissioning Hub who will ensure that the service is accountable for meeting statutory outcomes, quality and performance standards including specifically;

- Accountability for assessing local needs and ensuring availability and delivery of a full range of adult and children's social services
- Preventing reducing and delaying care needs escalating
- Promoting wellbeing, a new assessment duty
- Identifying assessing and supporting Carers
- Professional leadership
- Managing demand

5.31 Clinical Governance Quality and Professional Standards

The role of Principal Social Worker for Children's and Adults Services will remain with the Council and these posts will support CWP managers with practice standards and professional development. Council and CWP Managers and Directors will continue to work in partnership to ensure robust professional leadership; systems and processes are in place to ensure safe, effective services and staff development.

- WBC Professional Standards Lead for Adults Social Work is Anne Bailey
- WBC Professional Standards Lead for Children’s Social Work is Lynn Campbell

Future review of policies and procedures relating to the service will be undertaken jointly between CWP and the Council. The Council will retain the statutory duty for adult and children’s services and therefore will consult with CWP to ensure that it has compliant policies and procedures in place.

5.32 A Partnership Governance Board

A service specification will set out the requirements of the trust in support of the Council discharging its statutory responsibilities. A Partnership Governance Board approach to governance and quality standards will hold an integrated delivery service to account for working in a consistent way across the health and care sector and working within the principles of independence, personalisation and self-management. Such an approach will ensure statutory compliance and quality standards in delivery.

There is a recognised need for system wide governance and accountability arrangements sitting alongside, in order to align vision, objectives and goals across the wider system, and to ensure democratic accountability to the arrangements. Such arrangements will also provide a mechanism to agree the overlaying risk and benefit sharing arrangements between partners. There was a risk that outcomes and service user experience does not improve or actually declines as a result of service redesign.

5.33 Next Steps

Getting the new integrated service up and running for April 2018 is ambitious, but demonstrates how the Council and its partners are not afraid to do things differently to improve services and value for money. The approach to integration provides for an initial period of stability, to ensure continuity and no immediate service change (or service disruption) as new arrangements are put in place.

Building on this smooth transition, a transformation period will commence from April 2019, such as the progressive integration of service lines in pursuit of priorities identified and agreed with co-commissioners.

The key milestones and delivery dates are as follows:

Transition and Mobilisation phase - Business case approval to contract start date	September 2017 – March 2018
Contract start date	1 st April 2018
Post implementation review (PIR) and Project evaluation review (PER)	April/May2018
Stabilisation phase - Year 1 of contract	April 2018 – March 2019
Development and transformation phase	Year 2 of contract onwards – April 2019

5.33.1 Transition and Mobilisation phase - Business case approval to contract start date - Oct 2017-April2018

This phase involves commissioning an organisation to carry out due diligence for the preferred model with CWP. The Stakeholder Survey will be analysed in October 2017. The Operating Model will continue to evolve, and the development of governance structures and processes. Staff will receive Formal Consultation. This phase involves

significant development work within the Trust and in partnership with the Council to enable a safe transfer of staff to the Trust. Key outputs from this phase will be the final Operating model, Service Entry and Exit Plan, Service Continuity Plan, Contract Specification and the Section 75 Contract Agreement.

5.33.2 Stabilisation phase - Year 1 of contract April 2018 to March 2019

April 2018 to March 2019 will be a stabilisation year for the service, following completion of the project and the transfer of staff. This Phase will involve the implementation of the Culture and OD plans, continuation of mobilisation plans, clarity of baseline measures and ongoing development of transformation/benefits realisation plans in line with the Contract Specification. A critical area for this first year is effective monitoring of activity and costs against the care budget in partnership with Commissioners.

5.33.3 Development and transformation Phase - Year 2 of contract – April 2019 onwards

This phase is about delivery of plans developed through earlier years maximising the benefits of Integrated Health and Care service delivery. The service transformation will be in line with the description providing within the FBC, in addition to stakeholder feedback to inform service reform.

5.33.4 Post implementation review (PIR) and Project evaluation review (PER) - April/May 2018

The arrangements for post implementation review (PIR) and project evaluation review (PER) will be established in accordance with best practice, using Project Management Tools to track issues and resolution throughout the project to inform lessons learnt event/s involving relevant stakeholders. PIR and PER will take place within one month of the programme ending within April/May 2018.

5.34 Contingency Plans

It is acknowledged that the effective management of all transformation projects is crucial to the Council; however given the nature of customers, vulnerable children, young people and adults then it is imperative that the project is successful and meets all areas of the specification developed for the function of assessment, support planning and care planning.

Contingency plans will be put in place to ensure that the transfer of staff on 1st April 2018 goes well, and a detailed contingency plan in place to ensure the continuity of the key operations of the service in the event of an emergency or problem with the project transfer occurs.

5.35 Future Resources Required

The professional, technical and administrative functions required to support the ongoing operation will need to be identified prior to transfer. Identification will include resourcing for legal support, finance, payroll, human resources, ICT, workforce development, performance and quality arrangements, including risk management. A range of work-stream meetings will take place in which lead officers from the Council and CWP will work collectively together.

5.36 Project Timetable

Beyond articulating the FBC, there is further work to do in terms of a due diligence exercise, developing a detailed comprehensive project management plan, agree Section 75 contract agreement, target operating model and service specification. Delivering the vision and objectives detailed within the FBC represents a huge change both organisationally and culturally. Providing the FBC is approved at the beginning of October, then significant time and attention will be given from October 2017 to March 2018, 6 months to review and negotiate with Council

and CWP colleagues the details surrounding the transfer arrangements to develop project plan, section 75 agreement, service specification and operating model.

The timetable below provides an overview of the planned phases implement the new model of service for April 2018. A partnership approach will drive the project management activities, with service users and their families at the centre of the redesign process.

Project Management Activity	Month
Define Scope	February 2017 to April 2017
Strategic Outline Case - long list of ADM options	May 2017
Brief Trade Unions about Project	June 2017 to April 2018
Stakeholder Communication and Engagement Service Resign/Agree details of new ADM	June to September 2017
Stakeholder Mapping	June to September 2017
Community Asset Mapping	June to September 2017
Outline Business Case - 4 shortlist ADM options	June 2017
Target Operating Model	August / September 2017
Full Business Case – Present detail of the preferred ADM	September 2017
Project Management Phase Design Development/Transition	October 2017 to March 2018
Due Diligence of Council and CWP Transfer	October 2017 to December 2017
Agree Entrance and Exit Strategies	October to March 2018
Develop Project Risk Log and Agree Risk Sharing Arrangements/Agreement	October to March 2018
Develop Workforce Development and Training Plan	October to March 2018
Develop Culture and Organisational Development Plan	October to March 2018
Staff Consultation Period	December 2017 to January 2018
Development of a Benefits Realisation Framework and the Post Project Evaluation	October to March 2018
Develop post transfer stability phase plans including management of organisational development activities	October to March 2018
New Operating Model	Starts April 2018
Post Implementation Review and Project Evaluation Review Project Closure	May 2018

5.37 Recommendations

The FBC seeks agreement on the following recommendations:

1. Proceed with exploring the transfer of the identified Children and Adult Social Care staff, resources, delegations of functions as described within this FBC to take place on 1st April 2018 at an estimated annual payment to CWP of £5.19m (gross staff budget only).
2. Delegation of statutory duties of assessment and support planning functions to CWP for children, young people and adults with complex disabilities and mental health issues.
3. Approve the one-off transformation costs for the Council in 2017/18, estimated at £250,000.
4. Delegate authority to the Director for Adult Care and Health, Director of Children's Services, and Cabinet Portfolio Leads to commence Due Diligence and negotiations with CWP to achieve implementation of an integrated service.

Appendix 1

Key Legislation that informs the All Age Disability and Mental Health Transformation Project:

- Mental Health Act 1959
- Children and Young Persons Act 1963
- Children and Young Persons Act 1969
- Children Act 1972
- Children Act 1975
- Health Services Act 1976
- National Health Service Act 1977
- Protection of Children Act 1978
- Health Services Act 1980
- Mental Health (Amendment) Act 1982
- Mental Health Act 1983
- National Health Service (Amendment) Act 1986
- Parliamentary and Health Service Commissioners Act 1987
- Children Act 1989
- National Health Service and Community Care Act 1990
- Access to Health Records Act 1990
- Protection of Children Act 1991
- Community Care (Residential Accommodation) Act 1992
- Health Service Commissioners Act 1993
- Mental Health (Amendment) Act 1994
- National Health Service (Amendment) Act 1995
- Mental Health (Patients in the Community) Act 1995
- Health Authorities Act 1995
- Health Service Commissioners (Amendment) Act 1996
- National Health Service (Primary Care) Act 1997
- Human Rights Act 1998
- Community Care (Residential Accommodation) Act 1998
- Health Act 1999
- Children (Leaving Care) Act 2000
- Carers and Disabled Children Act 2000
- Care Standards Act 2000
- Health Service Commissioners (Amendment) Act 2000
- Child Poverty Act 2010
- Health and Social Care Act 2001
- National Health Service Reform and Health Care Professions Act 2002
- Adoption and Children Act 2002
- Health and Social Care (Community Health and Standards) Act 2003
- Community Care (Delayed Discharges etc.) Act 2003
- Children Act 2004
- Health Act 2006
- National Health Service Act 2006
- Children and Adoption Act 2006
- Mental Capacity Act 2005
- National Health Service (Consequential Provisions) Act 2006
- Local Government and Public Involvement in Health Act 2007
- Mental Health Act 2007
- Health and Social Care Act 2008

- Children and Young Persons Act 2008
- Health Act 2009
- The Autism Act 2009
- Equality Act 2010
- Children, Schools and Families Act 2010
- Health and Social Care Act 2012
- Mental Health (Approval Functions) Act 2012
- Mental Health (Discrimination) Act 2013
- Children and Families Act 2014
- The Care Act 2014
- Health and Social Care (Safety and Quality) Act 2015
- Health Service Commissioner for England (Complaint Handling) Act 2015

A selection of the Key Boards/Groups within Wirral that will inform the All Age Disability and Mental Health Transformation Project:

- Project Board
- Customer Experience Transformation Programme Board
- Transformation Portfolio Board
- All Age Disability Partnership Board
- Wirral's Partnership Board
- Health and Wellbeing Board
- People Overview and Scrutiny Board
- Transformation Portfolio Board
- Customer Experience Transformation Board
- Ageing Well Steering Group
- Older People's Parliament
- Carer's Partnership Board
- Early Help Strategic Board
- Children's Joint Commissioning Group (CJCG)
- Improving Life Chances Steering Group

Wirral Council Strategies for Consideration that inform the All Age Disability and Mental Health Transformation Project:

- All Age Disability Strategy
- All Age Joint Learning Disability Strategy
- Transition Strategy
- Ageing Well Strategy
- Improving Life Chances Strategy
- Mental Health Strategy
- Safeguarding Strategy
- Early Help and Prevention Strategies
- Children, Young People and Families Strategy
- All Age Autism Strategy
- Sensory Impairment Commissioning Strategy
- Special Educational Needs and Disability Strategy
- Wirral Strategy for Carers
- Learning Disability Commissioning Plan
- Targeted Support Commissioning Plan
- Early Intervention Commissioning Plan

Wirral Council Strategies for Consideration that inform the All Age Disability and Mental Health Transformation Project:

- Access to Social Care Records Policy
- Assessment eligibility and review policy
- Assessment eligibility and review appendices
- Assisted transport policy
- Carers policy
- Charging and financial assessment policy
- Choice of Accommodation and Additional Payments top-ups Policy
- Complaints policy
- Deferred payment policy
- End of life care policy
- Financial protection policy
- Homelessness policy
- Hospital discharges policy
- Market shaping and market failure policy
- Medication policy
- Ordinary residence policy
- Overarching Values and Principles Policy
- Personal Budgets and Direct Payments Policy
- Reablement Policy
- Referral and First Contact Policy
- Safeguarding Adults Partnership Board (SAPB) Policy
- Safeguarding Policy
- Support Planning Policy
- Transition Policy

Key Projects and Programmes for consideration in conjunction with the All Age Disability and Mental Health Transformation Project:

- Wirral 2020 Plan and 20 Pledges
- Healthy Wirral Programme – the Healthy Wirral Local Delivery Services Plan (LDSP)
- Accountable Care Organisation
- Cheshire and Merseyside - Sustainability and Transformation Plan - NHS
- Liverpool City Region Public Service Reform Programme - Learning Disabilities work stream - Liverpool City Region Combined Authority
- A Five Year Forward View for Mental Health – NHS England
- How do we make Wirral a better place to live for people with a learning disability and their families – Wirral Mencap Consultation Report July 2016 - 2017-19 Integration and Better Care Fund Policy Framework
- Stepping up to the place - The key to successful health and care integration - The NHS Confederation 2016.
- Valuing People Now (2009)
- Fulfilling and Rewarding Lives (2010)
- Winterbourne Concordat (2012)
- Think Autism (2014)

National Mental Health Policy:

- National Service Framework for Mental Health. Department of Health 1999
- No Health without Mental Health. Department of Health. 2011
- Service user experience in adult mental health services. NICE. 2011
- The Five Year Forward View for Mental Health: A report from the independent Mental Health Taskforce to the NHS in England. NHS England, February 2016
- Implementing the Five Year Forward View for Mental Health. NHS England, July 2016
- The Government's response to the Five Year Forward View for Mental Health. Department of Health. 2017
- Future in mind - Promoting, protecting and improving our children and young people's mental health and wellbeing 2015. NHS in England. Department for Health
- Community Mental Health Survey Statistical release, CQC, NHS England 2016.
- Closing the Gap: Priorities for essential change in mental health. Department for Health. January 2014
- Monitoring the Mental Health Act in 2015/16. CQC 2016.
- Mental health services: achieving better access by 2020. Department of Health. 2016

Appendix 2 – ADM Scoring - Scoring completed by the project team in May 2017 for the Social Work Assessment and Care Plan, Care Coordination

Service: Social Work Assessment and Care Plan, Care Coordination											
Options for Alternative Delivery Model Highest Scoring option would be closest to 40 Points ADM Acceptable Score to explore further = 25 + ADM Unacceptable Score = - 25			Critical Success Factors								Total Score
			Business fit	Strategic fit	Cultural fit	Political fit	Supports Pledges	Affordable VFM	Implementation - Achievability	Sustainability capacity capability,	
			0 - 5	0 - 5	0 - 5	0 - 5	0 - 5	0 - 5	0 - 5	0 - 5	0-40
In-house	2	Remain In-House and Restructure	4	3	3	3	4	3	4	3	27
Insourcing	3	Insourcing	4	3	3	3	3	2	2	2	22
Commission Services Externally	4A	Private sector	3	3	3	3	3	3	3	3	24
	4B	VCSE Sector	3	3	3	3	3	3	3	3	24
	4C	Public Sector Organisations (Health Providers)	5	5	5	4	5	4	4	5	37
Joint working with other Public Sector Bodies	6A	Joint Commissioning	2	0	2	3	3	3	2	2	17
	6B	Joint Management	4	4	4	3	4	3	3	3	28
	6C	Shared Services	2	3	3	3	4	2	1	2	20
	6D	Joint Committees	4	4	4	3	4	3	3	3	28
	6E	Informal Collaborations	1	1	1	1	1	1	1	1	8
	6F	Partnerships	3	3	3	3	4	2	3	2	23
	6G	Joint Ventures	4	4	4	4	5	3	3	3	30
6H	Co-ownership of a newly created corporate entity	3	3	3	3	3	3	3	3	24	
Spinning out a service to a separate independent enterprise	7A	Trusts	0	0	3	3	4	2	1	2	15
	7B	Public Sector Mutual	0	0	0	0	3	2	1	1	7
	7C	Limited Companies	0	0	0	0	3	2	1	1	7
	7D	Charitable Incorporated Organisations	0	0	3	3	4	2	1	2	15
	7E	Community Benefit Societies	3	1	3	3	4	2	1	2	19
	7F	Community Interest Companies	3	1	3	3	4	2	1	2	19

Rating of Options | 0 = Unacceptable | 1 = Poor | 2 = Inadequate | 3 = Acceptable | 4 = Good | 5 = Excellent

ADM Acceptable Score to explore further = 25 + | ADM Unacceptable Score = - 25



ADMISSION SUMMARY PAPER

WIRRAL MENTAL HEALTH SERVICES

MERSEYSIDE PENSION FUND

SUMMARY DETAILS

1. New Employer: Wirral Mental Health Services

Date of Admission:	1 April 2018
Employer type:	Admitted Body
Guarantor body*:	Wirral Metropolitan Borough Council
Original employer:	Wirral Metropolitan Borough Council
Contract length:	4 years
Funded status at inception:	Fully Funded
Covered by ill-health captive arrangement:	No

*In line with underlying LGPS regulations.

2. Initial Membership Summary at Date of Admission

Number of pensionable employments:	118	
Average age (years):	49	
Pensionable pay (£ p.a.):		
Pre 2014 - 2016/17	- Actual	3,322,215
	- Full time equivalent	3,681,522
Post 2014 - 2016/17	- Actual*	3,463,823
Average pensionable service (years):	14.5	
Total accrued pension** (£ p.a.):	852,625	
Total pre April 2008 lump sum (£):	1,071,115	
Open or closed to new members:	Closed	

*Please note that if part year data has been received, this has been annualised based on the information provided.

**Includes an estimate of the CARE pension from 1 April 2017 to the admission date.

3. Funding Details as at Inception

Funding basis	Ongoing
Underlying assumptions for calculations	31 March 2016 actuarial valuation (updated for market conditions at 31 December 2017)
Initial past service liabilities*	£14,748,000
Initial asset share*	£14,748,000
Initial surplus / (deficit)*	Nil
Initial funding level	100%
Deficit recovery period used*	n/a

*Subject to review at the next actuarial valuation or required review of rate if earlier.

4. Initial Contribution Requirements

Average employee contribution rate (% of pensionable pay)	6.6%		
Future service employer contribution rate (% of pensionable pay)	Open n/a	Closed 18.9%	
Annual deficit lump sum payments	n/a		
Deficit lump sum payments	2018/19 n/a	2019/20 n/a	2020/21 n/a

Additional capital contributions will be paid in relation to non-ill health early retirements.

The contributions payable from 1 April 2020 will be reassessed as part of the 2019 actuarial valuation exercise.

5. Potential Funding Risks and Bond Requirement

Basis of assessment to be applied on termination of admission agreement	Ongoing
Underlying assumptions for calculations	31 March 2016 actuarial valuation (updated for market conditions at 31 December 2017)

Risk Factor	Associated Effect
(including reference to Risk Assessment Information Report section if relevant)	
(i) Potential unfunded liabilities arising from non-ill health early retirement costs	£1,401,000
(ii) Allowance for potential saving from members leaving with deferred benefits	n/a - not requested
(iii) Net potential unfunded liabilities in relation to membership changes on termination i.e. (i) less (ii) (see section 2.2)	£1,401,000
(iv) An unexpected increase of 5% in liabilities (see section 2.3)	n/a - not requested
(v) Increase in liabilities due to a fall in discount rate of 0.5% relative to CPI (see section 2.3)	n/a - not requested
(vi) Short-to-medium term growth in liabilities and hence risk profile (see section 2.3)	n/a - not requested
(vii) Initial shortfall of assets versus liabilities (see section 2.4)	Nil
(viii) Effect of a 10% fall in return-seeking assets (see section 2.6)	n/a - not requested
(ix) Materiality Measure - Payroll of new employer vs. guarantor (see section 2.7)	n/a - not requested

6. Summary of Main Financial Assumptions

	Past Service Liability	Future Service Contribution Rate
Date of Assumptions	31 December 2017	31 December 2017
Derivation of Discount Rate	CPI plus 2%	CPI plus 2.75%
Discount rate	4.4% per annum	5.15% per annum
Salary increases	3.9% per annum	3.9% per annum
Pension increases in payment	2.4% per annum	2.4% per annum

Additional Comments

The calculations underlying the figures quoted in this paper are based on the underlying methodology and assumptions adopted for the actuarial valuation of the Fund as at 31 March 2016, updated for market conditions at 31 December 2017.

In the normal course of events we would not propose to update these figures for subsequent changes in market conditions unless otherwise requested.

The data provided also listed 16 optants-out but, as they are not currently active members of the Fund, they have been excluded from our calculations.

A bond assessment alone has been commissioned as part of the instructions received from the Administering Authority and therefore only the funding risk in relation to membership changes on termination (sections 5(i)-(iii)) will be shown above. The remaining funding risks would be covered in a full risk assessment.

When the participation in the Fund comes to an end (or is prematurely terminated for any reason including the last employee leaving service) the value of the pension liabilities built up can be very substantial. At this point, the financial obligations are likely to crystallise (as it is unlikely that the body would make subsequent contributions to the Fund).

Any guarantee, indemnity or bond that is put in place by the body can be called upon when the admission agreement comes to an end with the aim of meeting any potential unfunded liabilities which may arise which cannot be recovered from the body.

The risk factors as shown above could result in possible unfunded liabilities and hence might be considered when determining an appropriate bond.

Historically if a bond was required it was usually determined based on the net potential unfunded liabilities in relation to membership changes plus any initial deficit. (As requested, we have assumed that the initial funding position for this body will be fully funded; therefore there is no initial surplus or deficit.) This bond assessment was on the basis that these costs represented the initial level of "exposure" to potential unfunded liabilities for the guarantor (if one exists). If this approach were adopted then the initial bond would be £1,401,000.

The key issues in relation to the bond are the commercial aspects relating to the body (if applicable). Further commentary is shown in the Explanatory Notes below. It is becoming more important for employers to understand and quantify the commercial pension risks relating to transferring staff to a new employer. We have specialist knowledge in this area and have helped develop policies for councils as well as advising on specific cases. Please contact us if the various stakeholders wish to discuss these aspects further.

Clive Lewis FIA

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Mercer Limited

18 January 2018

The calculations in this paper have been commissioned by the Administering Authority. The advice in this paper has been prepared for the purpose of advising the Administering Authority in relation to the employer's contribution requirements to the Fund and the potential pension fund financial risks associated with this admission agreement. Where this paper is disclosed to any person other than the Administering Authority, it is for information only. We do not accept liability to any third party in respect of the contents of this paper; nor do we accept liability to the Administering Authority if the advice is used for any purpose other than that stated. No third party shall be entitled to rely on the advice and calculations contained in this paper, and any third party who needs to assess the related pension costs for any purpose should make their own calculations and take separate advice as appropriate. This advice is confidential and may not be disclosed in whole or in part to any third party without Mercer's prior written consent, unless required by law or order of a court or regulatory body. Mercer retains all copyright and other intellectual property rights in the advice.

We have relied on the accuracy of the data provided. Whilst reasonableness checks on the data provided have been carried out, they do not guarantee the completeness or accuracy of the data. Consequently we do not accept any liability in respect of our advice where we have relied on data which is incomplete or inaccurate.

"Technical Actuarial Standard 100: Principles for Technical Actuarial Work" issued by the Financial Reporting Council also applies to this paper and the associated work, and we confirm compliance with this standard where relevant. This paper should be read in conjunction with our formal report on the 31 March 2016 actuarial valuation.

EXPLANATORY NOTES

1. Employer type

Different requirements apply under the Local Government Pension Scheme (LGPS) Regulations, depending on the employer type and whether they are an admission body or if the employer has a right of access to the LGPS (scheme employer).

2. Initial membership summary

This sets out information relating to the initial transferring members as at the date of admission, as provided by the Administering Authority. The initial funding and contribution details are based on this data.

3. Funding details as at inception

The asset and liability details are provisional and will be reassessed at the next full actuarial valuation of the Fund following admission.

An explanation of the terms used in the table is as follows:

Term	Description
Ongoing funding basis	In line with the funding target for the 2016 actuarial valuation but updated for market conditions at the date of admission (further details provided below). In particular, the discount rate has been determined based on the expected return on the Fund assets taking into account the long term strategy set out in the Funding Strategy Statement (FSS). It includes appropriate margins for prudence. The discount rate reflects an assumed real return of 2% per annum above CPI inflation. This real return will be reviewed from time to time based on the investment strategy, market outlook and the Fund's overall risk metrics.
Past service liabilities	The value of the accrued benefits for which the employer is responsible.
Assets	The value of the assets which back the employer's past service liabilities within the Fund.
Surplus / Deficit	The amount of excess or shortfall of assets compared with the past service liabilities.
Funding level	The employer's assets within the Fund as a percentage of its past service liabilities.
Deficit recovery period	The period over which any funding deficit will be recovered by additional contribution payments.

The financial assumptions used to calculate the figures quoted are in line with the approach adopted for the 2016 actuarial valuation of the Fund, but updated for market conditions at the date of admission or the latest available date when the admission has not yet started. Non-financial assumptions are the same as assumptions adopted for the 2016 valuation. A summary of the main financial assumptions is shown in section 6 of the summary above.

4. Initial contribution requirements

The initial contribution requirements are set out in the table. They have been calculated in line with the long term financial assumptions as at the 2016 actuarial valuation but using an inflation assumption reflecting market conditions at the date the calculations have been carried out. A summary of the main assumptions is shown in section 6 of the summary above. Any costs associated with non-ill health early retirements are payable in addition as notified by the Fund. Contribution requirements will be reviewed at least as frequently as each triennial actuarial valuation, and possibly more frequently as agreed (or otherwise as considered warranted) by the Administering Authority of the Fund.

An explanation of the terms used is provided below:

Average employee contribution rate	The average contribution rate payable by the employer's active members of the Fund. Individual member contribution rates are set by legislation and vary according to members' actual pensionable pay.
Future service employer contribution rate	The initial contribution rate required from the employer to meet the cost of new benefits being accrued. This includes an allowance for ill health retirements and the normal ongoing costs of running the Fund. No allowance has been made for members exercising the 50:50 option.
Open or closed contribution rates	An open contribution rate applies where new employees are allowed to join the Fund. A closed contribution rate is based on the initial membership only.
Deficit lump sum payments	The adjustment that is initially made to the employer's future funding rate in order to eliminate any deficit or surplus identified over the recovery period.
Indexation of deficit lump sum payments	The increases applied to the required deficit lump sum payments on an annual basis over the recovery period.

5. Commercial Considerations

Whilst this paper focuses primarily on the actuarial funding risk factors in relation to the new employer's participation in the Fund, these risks can be materially impacted by the commercial side of the project (if applicable).

Under a standard admission agreement the new employer will be financially responsible for any deficiencies which arise after the start of the admission. The deficiencies can be substantial and may need addressing whilst the contract is ongoing or when it comes to an end, whether on its normal expiry or early termination. However, if a commercial contract is in place, this can serve to leave some or all of the financial risks with the guarantor.

The key consideration in determining whether (and at what level) a bond is required is any underlying contractual arrangement between the guarantor and the new employer in relation to pension costs.

We have not commented on this in detail here but set out below are some of the contractual considerations that the guarantor should take into account when deciding on the level of bond:

- the impact of the cost of any bond requirement or deficit transferred on the contract pricing;
- whether, going forward, the financial impact of any risks identified in this paper on the contribution rate/bond could fall back to the guarantor via the contractual agreement, for example if any cap/collar arrangements apply;
- how the size of the risks compares to the overall size of the contract; and
- the financial standing of the new employer (and in particular, whether the new employer would have sufficient resources to meet any deficit on the normal or early termination of the contract).

If applicable the enclosed Risk Assessment Information Report discusses the issue of "transfer of risk" in some more detail.

6. Accounting for pension liabilities (FRS / IAS19)

The funding details at inception, together with future assessments of the funding position that would be carried out as part of triennial actuarial valuation exercises should not be confused with an assessment under Financial Reporting Standards (FRS) or International Accounting Standard 19 (IAS19).

Where required by an employer, FRS / IAS19 assessments are solely required to meet accounting disclosure requirements, are performed annually and are disclosed in an employer's accounts.

In accordance with the standards, the FRS / IAS19 assessments are determined using a different set of assumptions from the actuarial valuation approach (on which the funding position at inception is based). The funding position at inception under FRS / IAS19 is therefore likely to be different from the position shown in this paper.

More importantly, FRS / IAS19 assessments do not impact on the level of contributions an employer is required to make to the Fund.

Other Information

Copies of the Fund's policy documents and statements are available to the new employer including:

- Pension Administration Strategy (if any in place)
- Communication Policy
- Funding Strategy Statement
- Admissions and Terminations Policy
- Investment Strategy Statement

In addition, the full statutory regulations governing the operation of the LGPS prior to 1 April 2014 are available at <http://timeline.lge.gov.uk/> and regulations and guidance relating to LGPS from 1 April 2014 onwards can be found at <http://lgpsregs.org/>.

The new employer should confirm that it is familiar with its duties and responsibilities as a participating employer in the Fund under the Regulations, and that it accepts and will comply with the Fund's policy statements and procedures as set out in the above documentation, and as may be communicated from time to time.



Mercer Limited
No 4 St Paul's Square
Old Hall Street
Liverpool L3 9SJ

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Dated

2018

WIRRAL BOROUGH COUNCIL (1)

-and-

CHESHIRE AND WIRRAL PARTNERSHIP NHS FOUNDATION TRUST (2)

Section 75 Agreement

for

All Age Disability Services

DRAFT

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THIS DEED is dated [.....]

BETWEEN:

- (1) **WIRRAL BOROUGH COUNCIL** of Town Hall, Brighton Street, Seacombe, Wirral CH44 8ED (“the **Council**”)
- (2) **CHESHIRE AND WIRRAL PARTNERSHIP NHS FOUNDATION TRUST** of Trust Headquarters, Redesmere, Countess of Chester Health Park, Liverpool Road, Chester, CH2 1BQ (“the **Trust**”)

(each a “**Party**” and together the “**Parties**”)

PRELIMINARY BACKGROUND:

- (A) Regulations made under Section 75 of the National Health Service Act 2006 enable certain NHS bodies and certain local authorities to enter into arrangements for or in connection with the exercise of prescribed health related functions of local authorities if the arrangements are likely to lead to an improvement in the way in which these functions are exercised.
- (B) The Council and the Trust consider that entering into this arrangement is likely to lead to an improvement in the way in which the functions which are the subject of this Agreement are exercised

Substantive

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless otherwise provided or the context otherwise requires, the following expressions shall have the following meanings:

- 2008 Act** the Health and Social Care Act 2008
- 2012 Act** the Health and Social Care Act 2012
- Acquired Rights Directive** the European Council Directive 77/187/EEC as amended and consolidated in the European Council Directive 2001/23) on the approximation of laws of European member states relating to the safeguarding of employees; rights in the event of transfers of undertakings businesses or parts of undertaking of businesses as amended or re-enacted from time to time
- Administering Authority** Wirral Borough Council acting in its capacity as the administering authority of the Scheme for the purposes of the Pension Regulations
- Admission Agreement:** the agreement to be entered into by which the Trust agrees to participate in the Scheme substantially and materially in the form at Annex B of Schedule 10;
- Affected Party:** means a Party the performance of whose obligations under this Agreement is affected by an Event of Force Majeure;

Aims and Outcomes:	the aims and outcomes set out in Schedule 1 as varied in accordance with the terms of this Agreement;
Alternative Trust Premises	premises that are different from those in Schedule 12 used by the Trust to accommodate staff delivering the Services;
Annual Service Review	has the meaning set out in clause 8.3;
Authorised Person	<ul style="list-style-type: none"> (a) the Council; (b) any body or person concerned with the treatment or care of a Service User approved by the Council; (c) for the purposes permitted by Law any authorised representative of Local Healthwatch; (d) any body or person appointed by the Council in connection with the investigation of bribery, fraud, corruption or security incidents
Best Value Duty	the general duty set out in section 3 (1) of the Local Government Act 1999;
Business Day	a day other than a Saturday Sunday or a day designated as a bank holiday in England;
Caldicott Guardian	the senior health professional responsible for safeguarding the confidentiality of patient information;
Carers	a person within the definition set out in the Care Act 2014 section 10;
Care Budget Fund	the amount allocated by the Council in its yearly budget cycle as the care spend for the Service Users in respect of whom the Trust is to exercise the Health Related Functions in accordance with this Agreement;
Case Management Application	the IT software application sharing the IT Infrastructure known as Liquid Logic by which staff engaged in delivery of the Services currently and in the future will record assessment, review support planning and arrange care packages;
Commissioner Deliverables	means all documents, products and materials developed by the Council in relation to the Services in any form and submitted by the Council to the Trust under this Agreement, including data, reports, policies, plans and specifications

Confidential Information

any information or data in whatever form disclosed, by which its nature is confidential or which the disclosing Party acting reasonably states in writing to the receiving Party is to be regarded as confidential, or which the disclosing Part acting reasonably has marked "confidential" (including financial information, or marketing or development or workforce plans and information, and information relating to services or products) but which is not information relating to a particular Service User, or Personal Data or information which is disclosed in accordance with clause 19 (Freedom of Information), in response to an FOIA request, or information which is published as a result of government policy in relation to transparency.

Consent

- (a) any permission consent approval certificate licence permit statutory authorisation exception or declaration required by law for or in connection with the Services and/or
- (b) any necessary consent or agreement from any third party needed for the provision by the Trust of the Health Related Functions

Council Assets

the equipment identified in Schedule 14

Council Premises

the property described in Schedule 13 Part 1

CQC

the Care Quality Commission established under Section 1 of the 2008 Act

Data Controller

has the meaning given to it in the Data Protection Legislation

Data Protection Legislation

means all applicable data protection and privacy legislation including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by any Regulator from time to time (all as amended, updated or re-enacted from time to time)

Data Processor

has the meaning given to it in the Data Protection Legislation

Data Subject

has the meaning given to it in the Data Protection Legislation

Data Subject Access Report

a request made by the Data Subject in accordance with rights granted pursuant to the Data Protection Legislation;

DBS	the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012;
DPA	Data Protection Act 1998
Due Diligence Information	the information supplied to the Trust by or on behalf of the Council prior to the Effective Date relating to the Services listed in Schedule []
Effective Date	[insert]
EIR	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by an Information Regulator or any central government body in relation to such regulations
Eligible Employee	any Transferring Employee who at the Effective Date is a member of the Scheme
Employee Liabilities	<p>all claims, actions, proceedings, orders, demands, complaints, investigations, (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments (b) unfair, wrongful or constructive dismissal compensation (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay (d) compensation for less favourable treatment of part-time workers or fixed term employees (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions (f) employment claims whether in tort contract or statute or otherwise

- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement regulatory or supervisory body and of implementing any requirements which may arise from such investigation

Employee Liability Information

the information that a transferor is obliged to notify to a transferee under regulation 11(2) of TUPE including without limitation:

- (a) the identity and age of the employee
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996)
- (c) Information about any disciplinary action taken against the employee, and any grievances raised by the employee where a Code of Practice issued under Part IV of the Trade Union and Labour Regulations (Consolidation) Act 1992 related exclusively or primarily to the resolution of disputes applied, within the previous two years
- (d) Information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the transferor arising out of the employee's employment with the transferor
- (e) Information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date as the case may be in relation to the employee under regulation 5(a) of TUPE

Employment Checks

those checks required to ensure that persons engaged in delivery of the Services are able to work in the United Kingdom without limitation and have the qualification necessary for the professional and/or other role they are to fulfil

Employment Regulations

the Transfer of Undertakings (Protection of Employment) Regulations 2005 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive

Event of Force Majeure

means an event or circumstance which is beyond the reasonable control of the Party claiming relief under

clause 50 (Force Majeure) including war, civil war, armed conflict for terrorism, but excluding strikes and lock outs and which directly causes that Party to be unable to comply with all or a material part of its obligations under this Agreement in relation to the Services

Exception Report	a report issued in accordance with clause 37
Financial Year	the period from 1 April in one year to 31 March in the immediately following year
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time together with any guidance or codes of practice issued by the Information Commissioner or relevant Government Department concerning this legislation
GDPR	Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC
Good Industry Practice	at any time the exercise of that degree of care skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Council and to customers having the characteristics of or characteristics similar to the Service Users, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws
Governance Board	the working group to be established for oversight of this Agreement as set out in Schedule 18
Health Related Functions	solely the functions described in [cross reference to be inserted] of the Service Specification which are functions of the Council (and are specified in Schedule 1 to the Local Authority Social Service Act 1970) and which are delegated to the Trust to exercise
Healthy Wirral Objectives	the objectives set out at https://www.wirralccg.nhs.uk/healthy-wirral/
HRA	Human Rights Act 1998
Immediate Action Plan	a plan setting out immediate actions to be undertaken by the Trust to protect the safety of Services to Service Users, the public and/or Staff
Indemnity Arrangements	either

	(a)	a policy of insurance
	(b)	an arrangement made for the purposes of indemnifying a person or organisation or
	(c)	a combination of (a) and (b)
Indirect Losses		loss of profits (other than profits directly and solely attributable to provision of the Services) loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature whether arising in tort or on any other basis
Information Commissioner		the officer appointed to act as such under section 6 of the Data Protection Act 1998
Information Regulator		the Information Commissioner and the European Data Protection Board or any successor body to either of them from time to time and any other supervisory authority with jurisdiction over either party
Information Governance Lead		the individual responsible at the Trust for information governance and for providing the Trust's Governing Body with regular reports on governance matters, including details of all incidents of data loss and breach of confidence
Information Sharing Protocol		the protocol in Schedule 15
Insolvency Event	(a)	the Trust suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts
	(b)	the Trust commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986
	(c)	a person becomes entitled to appoint a receiver over the assets of the Trust
	(d)	a creditor or encumbrancer of the Trust attaches or takes possession of or a distress execution or other such process is levied or enforced on or sued against the whole or any part of the Trust's

assets and such attachment or process is not discharged within 14 days

- (e) the Trust suspends or ceases or threatens to cease carrying on all or a substantial part of its activities

IPR means inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such right

IT Infrastructure [physical services using the Windows 2012 Operating System hosting Citizen Practitioner and Client portals; Physical servers using the Windows Server 2008 Operation System running SQL Server Database 2008 Release 2, virtual servers using the Windows Server 2008 operating system running the Case Management Application and an associated payment application

Joint Investigation an investigation into the matters referred to in a Performance Notice in accordance with clauses 35.9-35.11

JI Report a report detailing the findings and outcomes of a Joint Investigation

KPIs the key performance indicators set out in:

- (a) [insert details] of Schedule 2 in relation to KPIs to be achieved by the Trust in its performance of the Services (**Trust KPIs**); and
- (b) [insert details] of Schedule 7 in relation to KPIs to be achieved by the Council in its performance of the Support Arrangements (**Council KPIs**),

each, a **KPI**.

Law any applicable law, statute, byelaw, regulations, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body

Legal Guardian an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs

Local Healthwatch an organisation established under section 222 of the Local Government and Public Involvement in Health Act 2007

Losses	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses
NHS Licence	a licence granted by the relevant regulatory body under section 87 of the 2012 Act
NHS Digital	the internal NHS IT provider whose website is at NHS Digital http://digital.nhs.uk an arm's length body of the Department of Health (formerly HSCIC)
NHS Functions	the functions carried on by the Trust falling within the scope of Regulation 5(aa) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000/617
Ombudsman	the Local Government Ombudsman or any other office given jurisdiction under the Local Government Act 1974 to investigate complaints relating to services similar to the Services
Open Book Accounting Principles	the structured management and sharing of costing information that is open transparent complete accurate current and accessible between the Trust and the Council (including data which would traditionally have been kept confidential by each party) so as to facilitate the Council and the Trust and any supply chains to jointly manage costs
Parties and Party	have the meanings set out earlier in this Agreement
Pension Regulations	the Local Government Pension Scheme Regulations 2013 (2013 SI 2356) as amended from time to time
Performance Notice	a notice served under clause 35
Personal Data	has the meaning given to it in the Data Protection Legislation
Process	has the meaning given to it in the Data Protection Legislation and Processed and Processing shall be construed accordingly
Provisional Exit Arrangements	the arrangements in Schedule 16
Quarter	each periods ending on 31 March, 30 June, 30 September and 31 December
Regulatory Body	any body carrying out regulatory functions in relation to the Trust and/or the Services

Relevant Transfer	a transfer of employment to which the Employment Regulations apply
Relevant Transfer Data	the date upon which the Relevant Transfer takes place
Remedial Action Plan	a plan to rectify a breach of or performance failure by a Party containing the information set out in Clause 35.7
Replacement Provider	any party appointed by the Council from time to time to provide the Replacement Services or if the Council themselves provide the Replacement Services then the Council
Replacement Services	any services substantially similar to or the same as the Services following the expiry or termination of these arrangements whether those are provided by the Council or any a third party or combination of third parties and/or the Council
Restricted Country	<p>(a) any country outside the European Economic Area and</p> <p>(b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC</p>
Scheme	the local government pension scheme of which Wirral Borough Council is the administering authority as governed by and within the meaning of the Pension Regulations
Senior Information Risk Owner	the Trust's nominated person, being an executive, director on the Trust Board, whose role it is to take ownership of the Trust's information risk policy, act as champion for information risk on the Trust Board and provide written advice to accountable officers on the content of the organisation's statement of internal control in regard to information risk
Services	any and all and each of the services to be provided by the Trust under this Agreement as described in the Service Specification
Service Payment	the annual payment from the Council to the Trust set out in or calculated in accordance with Schedule 3 and reviewed as set out in Schedule 3
Service Specification	the specification in Schedule 2 with its accompanying appendices
Service Transfer	any transfer of the Services for whatever reason from the Trust to a Replacement Provider

Service Transfer Date	the date of a Service Transfer
Service User	a person for whom the Council has statutory responsibility and who is within the Service User Criteria
Service User Criteria	the criteria for accessing the Health Related Functions set out in Schedule 4
Staff	all persons (whether qualified or not) employed or engaged by the Trust (including volunteers, agency, locums, casual or seconded personnel) in the provision of the Services
Succession Plan	<p>a plan for the transition of the Services on the expiry or termination of these arrangements to include:</p> <ul style="list-style-type: none"> (a) details of Service Users (b) the date on which the successor will take responsibility for the Services (c) data migration of Service User records and all records relevant to the provision of the Services (d) an information technology plan (e) a plan for Staff consultation (f) obtaining any Consents
Support Arrangements	the support to be provided by the Council to the Trust set out in Schedule 7 which is required by the Trust to facilitate the delivery of the Health Related Functions by the Trust
Term	the period from and including the Effective Date up to 11.59pm on 18 August 2023 subject to earlier termination of this Agreement in accordance with the terms of this Agreement
Trust's Board	the board of directors of the Trust
Transferring Employees	means those employees of the Council to whom the Employment Regulations apply on the Effective Date or those employees of the Trust to whom the Employment Regulations apply on the Service Transfer Date as the context requires
Trust's Final Personnel List	a list provided by the Trust of all the Staff who will transfer under the Employment Regulations on the Service Transfer Date

Trust Premises	the premises listed in Schedule 12
Trust's Provisional Personnel List	a list of the Staff who are engaged in or wholly or mainly assigned to the provisions of the Services
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006
VAT	value added tax at the rate prevailing a the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994

- 1.2 In this Agreement unless the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 reference to a gender includes reference to the other genders;
 - 1.2.3 references to a law include a reference to that law as amended, extended, consolidated or re-enacted from time to time;
 - 1.2.4 the words 'including', 'other', 'in particular', 'for example' and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words 'without limitation';
 - 1.2.5 reference to 'writing' including typing, printing, and emails and expressions referring to writing shall be construed accordingly;
 - 1.2.6 headings, whether of schedules, clauses and/or paragraphs are for ease of reference only and do not affect the interpretation or construction of this Agreement;
 - 1.2.7 the schedules to this Agreement and their annexures form part of it and have effect as if set out in full in the main body of this Agreement;
 - 1.2.8 reference to clauses and schedules are unless otherwise provided, references to the clauses and schedules of this Agreement and references in any schedule to paragraphs and parts are, unless otherwise provided, references to the paragraphs and parts of the schedule or part of the schedule in which the references appear; and
 - 1.2.9 any obligation in this Agreement on a person not to do something includes an obligation not to agree, permit, authorise or allow that thing to be done.
- 1.3 Where a standard policy or document is referred to in this Agreement by reference to a hyperlink then if the hyperlink is changed or no longer provides access to the relevant standard policy or document the Trust shall notify the Council and the Parties shall update this Agreement with a reference to the replacement hyperlink.
- 1.4 In case of any conflict between the clauses, the Schedules and/or Annexes the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 the clauses
 - 1.4.2 Schedule 2 - Service Specification;

- 1.4.3 the Appendices to Schedule 2 – Service Specification; and
- 1.4.4 any other Schedule and their Annexes/ Appendices.

2 DUE DILIGENCE

2.1 The Trust acknowledges that:

2.1.1 it has made its own enquiries and satisfied itself as to the accuracy and adequacy of the Due Diligence Information; and

2.1.2 it has satisfied itself on all relevant details relating to:

2.1.2.1 the Service Specification:

2.1.2.2 the ownership, functionality, capacity, condition and sustainability for use in the Services of the Council Assets

2.1.2.3 the capacity, functionality and sustainability of the Case Management Application;

2.1.2.4 the capacity and sustainability of the IT Infrastructure.

2.2 The Trust shall not be excused from performance of any of its obligations under this Agreement arising as a result of any failure by it to satisfy itself as the accuracy and/or adequacy of the Due Diligence Information

3 WARRANTIES

3.1 The Council represents and warrants that:

3.1.1 it has full capacity and authority to enter into and to perform this Agreement;

3.1.2 this Agreement is executed by its duly authorised representative;

3.1.3 it has all necessary Consents and regulatory approvals to enter into this Agreement; and

3.1.4 its execution, delivery and performance of its obligations under this Agreement will not constitute a breach of any law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound or for it to exceed its powers.

3.2 The Trust represents and warrants that:

3.2.1 it has full capacity and authority to enter into and to perform this Agreement;

3.2.2 this Agreement is executed by its duly authorised representative;

3.2.3 it has all necessary Consents and regulatory approvals to enter into this Agreement; and

3.2.4 its execution, delivery and performance of its obligations under this Agreement will not constitute a breach of any law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound.

- 3.3 The representations and warranties set out in clause 3 shall be deemed to be repeated by the Council or the Trust (as relevant) on the Effective Date (if later than the date of signature of this Agreement) by reference to the facts then existing.
- 3.4 Each of the representations and warranties set out in clause 3 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.
- 3.5 If at any time a Party becomes aware that a representation or warranty given by it under clause 3 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 3.6 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination which a Party may have in respect of breach of that provision by the other Party.

4 **COMMENCEMENT AND DURATION**

- 4.1 This Agreement shall:
- 4.1.1 come into force on the Effective Date; and
 - 4.1.2 unless terminated at an earlier date by operation of law or in accordance with the provisions of clause 38, expire at 11.59pm on the last day of the Term.

5 **SECTION 75 ARRANGEMENTS**

- 5.1 The Council and the Trust enter into these arrangements under Section 75 of the National Health Service Act 2006.
- 5.2 The agreed Aims and Outcomes of these arrangements are set out in Schedule 1.
- 5.3 The payments to be made are set out in Schedule 3.
- 5.4 The persons in respect of whom the Health Related Functions which are delegated and the subject of these arrangements are exercised are the Service Users.

6 **DELEGATION OF HEALTH RELATED FUNCTIONS**

- 6.1 The Council delegates the exercise of the Health Related Functions to the Trust so that the Trust can exercise these alongside the NHS Functions to provide a better integrated service for Service Users.
- 6.2 Schedule 4 sets out the persons in respect of whom the Health Related Functions must be exercised.
- 6.3 The arrangements in place for determining the services in respect of which a Service User may be charged and for informing users about such charges are set out in Schedule 5 and the Service Specification.
- 6.4 The Council holds the Care Budget Fund out of which payments may be made in accordance with the terms of this Agreement towards expenditure for Service Users incurred in the exercise of the Health-Related Functions.

6.5 The Council provides the financial administrative system for the Care Budget Fund and hosts the underpinning IT Infrastructure.

6.6 In accordance with Regulation 4(2) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 the Parties have carried out a joint consultation of the arrangements effected by this Agreement with the Service Users and other individuals and groups who appear to them to be affected by these arrangements.

6.7 Nothing in this Agreement shall prejudice or affect:

6.7.1 the rights and powers, duties and obligations of the Parties have in the exercise of their functions as public bodies or in any other capacity;

6.7.2 the power of the Council to set, administer and collect charges for any Health Related Function.

7 PROVISION OF SERVICES BY THE TRUST

7.1 The Trust agrees to exercise the Health Related Functions delegated under this Agreement and to provide the Services in accordance with the Service Specification.

7.2 The Trust shall provide the Services and shall be accountable to the Council for the exercise of the Health Related Functions for the benefit of Service Users:

7.2.1 to ensure the proper discharge of the Health Related Functions;

7.2.2 with reasonable skill and care, and in accordance with best practice guidance;

7.2.3 in all respects in accordance with the Aims and Outcomes, the performance management framework described in the Service Specification, the provisions of this Agreement and the Service Specification; and

7.2.4 in accordance with all applicable Law.

7.3 The Trust shall:

7.3.1 allocate sufficient resources with the appropriate skills and professional expertise to deliver the Health Related Functions and to provide the Services;

7.3.2 provide the Council with such assistance as the Council may reasonably require during the Term in respect of the provision of the Services;

7.3.3 gather, collate and provide such information and co-operation as the Council may reasonably request for the purposes of ascertaining compliance by the Trust with its obligations under this Agreement;

7.3.4 notify the Council in writing within 10 working days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any regulator, court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement;

7.3.5 ensure that it does not bring the Council into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public placed in the Council

regardless of whether or not such act or omission is related to the Trust's obligations under this Agreement.

7.4 Subject to Clause 50 the Trust shall continue to perform all of its obligations under this Agreement and shall not suspend the supply of the Services, notwithstanding the existence of an unresolved dispute.

8 REVIEW AND GOVERNANCE

8.1 In addition to the finance and performance monthly meetings provided for in [section 4 of the Service Specification, the Parties shall meet at least once every Quarter to:

- 8.1.1 review progress on the agreed Aims and Outcomes for the specific Services;
- 8.1.2 review any changes or development required for any part of the Services;
- 8.1.3 review information on how changes in funding or resources may impact the Services;
- 8.1.4 review draw down on the Care Budget Fund;
- 8.1.5 establish any additional or alternative aims and outcomes for the following financial year;
- 8.1.6 monitor the working arrangements and costs of the support arrangements set out in Schedule 7;
- 8.1.7 review changes in costs in accordance with Open Book Accounting Principles and in the context of the strategic and legislative landscape at the time of review consider service redesign; and
- 8.1.8 review the continued availability of the funding known as Better Care Funding which contributes to the resources available to fund the Service Payment.

8.2 The Council and the Trust will report regularly to the Governance Board described in Schedule 18.

8.3 The Parties agree to carry out a review of these arrangements within 2 months of the end of each Financial Year (the "Annual Service Review"), including,

- 8.3.1 the performance of these arrangements against the Aims and Outcomes;
- 8.3.2 the performance of the Services against the service levels and other targets contained in the Service Specification;
- 8.3.3 plans to address any underperformances in the Services;
- 8.3.4 actual costs of staffing and staffing levels and the costs of providing the Service any Support Arrangements in accordance with Open Book Accounting Principles
- 8.3.5 actual spend of the Care Budget Fund on the Service Users as against the budget;
- 8.3.6 review of plans and performance levels for the following year; and
- 8.3.7 plans to respond to any changes in policy or legislation applicable to the Services or these arrangements.

8.4 The Trust shall prepare at its cost an annual report which will incorporate the findings of the Annual Service Review for submission to the Trust's board and for submission to the Council and the Governance Board submission to be within 4 months of the end of the relevant Financial Year to which the Annual Service Review relates. The report will include performance data of a type and in a format agreed by the Parties.

9 **QUARTERLY STRATEGIC REVIEW AND REPORTING TO THE GOVERNANCE BOARD**

9.1 In addition to the regular meetings under clause 8 the Parties shall carry out a strategic quarterly review of these arrangements within 30 days of the end of each Quarter.

9.2 The review which will be prepared jointly by the Director of Adult Social Services and the Chief Executive Officer of the Trust shall be presented to the Governance Board and the Parties shall keep their respective organisations appropriately informed.

9.3 The quarterly review is intended to give an open and transparent assessment of performance of the Trust as against the matters set out in clause 8 and is intended to review any increases or decreases in the cost of providing the Services identified by either Party. The Parties agree to review changes in costs in relation to the provision of the Services in accordance with Open Book Accounting Principles and in the context of the strategic and legislative landscape at the time of the review.

10 **PAYMENT FOR SERVICES**

10.1 The Council shall pay to the Trust the Service Payment in consideration of the Trust agreeing to provide the Services.

10.2 Subject to Schedule 3 Part 1, the Service Payment will be paid by BACS monthly in accordance with this Clause 10 in twelve equal instalments 1.

10.3 The Trust shall send to the Council a monthly invoice no later than 5 Business Days before the month to which the invoice relates. The invoice must be addressed to the Assistant Director For Health and Care Outcomes.

10.4 Subject to Clause 10.5, the Council will pay the amount indicated on the invoice to the Trust by BACS (using the information provided by the Trust from time to time) and no later than, the fifteenth Business Day after the date of the invoice.

10.5 Following the resolution of any dispute referred to in accordance with this Clause, insofar as any amount shall be agreed or determined to be payable the Trust must immediately issue an invoice or credit note (as appropriate) for such amount. The Council must pay any sum due.

10.6 The Service Payment is exclusive of VAT which shall if relevant be added at the prevailing rate if any and paid by the Council subject to receipt of a valid VAT invoice.

10.7 The Service Payment will be reviewed annually as set out in Schedule 3 Part 2 and may be subject to review at any point during the Term in accordance with the procedure set out in Schedule 3 Part 3.

11 **CARE BUDGET FUND**

11.1 The Council shall hold the Care Budget Fund and will establish and maintain the financial and administrative support necessary to meet any auditing regulations applicable to the Council

- 11.2 The Care Budget Fund is calculated on a gross basis by the Council irrespective of recovery of charges from Service Users and is held by and under the sole control of the Council.
- 11.3 The Trust may only commission services to be funded from the Care Budget Fund to the extent that such services are commissioned in accordance with the terms of this Agreement and to meet the needs of Service Users or to prevent needs arising.
- 11.4 The Trust will use reasonable endeavours to ensure the expenditure on Health Related Functions, the exercise of which is delegated to it, is within the available Care Budget Fund for the relevant Financial Year to the extent that such expenditure is within the Trust's reasonable control. To avoid doubt, the Trust shall not be liable for any overspend against the Care Budget Fund in any Financial Year.
- 11.5 The total Care Budget Fund for the Financial Year 1 April 2018 to 31 March 2019 is set out in Schedule 6.
- 11.6 The Council will allocate the Care Budget Fund for each following Financial Year of the Term by the 31 March immediately preceding the commencement of the relevant Financial Year. Allocation is done as part of the Council's overall annual budget cycle and is not subject to veto or consent of the Trust.

12 SPENDING OF THE CARE BUDGET FUND

- 12.1 The Council will keep the Trust informed of the amount available out of the Care Budget Fund for the packages of care to be commissioned in relation to the Services. This information will be available at the meeting referred to in clause 8 and the quarterly review of this Agreement but in addition will be independently available to the Trust as they are responsible for arranging care.
- 12.2 The Trust will operate a scheme of delegation for single Service Users that meet the Eligibility Criteria in Part 1 and Part 2 of Schedule 4 when requesting that care packages are arranged as follows:
- 12.2.1 care packages of up to £100 per week exclusive of VAT to be commissioned by a member of Staff at Grade Band G or above or the equivalent grade in the NHS;
- 12.2.2 care packages up to £200 per week exclusive of VAT to be commissioned by a member of Staff at Grade PO8 or above or the equivalent grade in the NHS;
- 12.2.3 care packages up to £750 per week exclusive of VAT to be commissioned by a member of Staff at Grade EPO10 or above or the equivalent grade in the NHS; and
- 12.2.4 care packages up to £1500 per week exclusive of VAT by a member of Staff at Grade HS2 or above or the equivalent grade in the NHS.
- 12.3 The Trust may only request arrangement of care packages for a single Service User meeting the criteria in Schedule 4 Parts 1 and 2 in excess of £1500 per week exclusive of VAT with the prior written authorisation of the Council which in this instance must be given by the person holding the statutory office of Director of Adult Social Services
- 12.4 The Trust may only request arrangement of care packages (excluding those including accommodation) for a single Service User meeting the criteria in Part 3 of Schedule 4 in accordance with the following scheme
- 12.4.1 care packages of up to £250 per week exclusive of VAT by a member of Staff at **Grade 1** or above or the equivalent grade in the NHS

- 12.4.2 care packages of up to £2000 per week exclusive of VAT by a member of Staff at **Grade []** or above or the equivalent grade in the NHS
- 12.4.3 care packages of up to and including £ 5000 per week exclusive of VAT by a member of Staff at **Grade []** or above or the equivalent grade in the NHS
- 12.5 The Trust may only request arrangement of care packages meeting the criteria in Schedule 4 Part 1 and 2 in excess of £5000 per week exclusive of VAT and/or packages including accommodation with the prior written authorisation of the Council which in this instance must be given by the person holding the statutory office of Director of Children's Services or their immediate Deputy.
- 12.6 Changes to the scheme set out in this clause 12 require the written approval of the person holding the statutory office of Director of Adult Social Services.
- 12.7 Where an overspend on the Care Budget Fund is anticipated (as identified through the provision of cumulative and monthly actual spend data by the Council to the Trust in accordance with Clause 8.1.4), the Director of Adult Social Services and the Chief Executive at the Trust will meet to consider how the overspend may be mitigated without prejudice to:
- 12.7.1 the fact that the responsibility for the Care Budget Fund and liability for any overspend against the Care Budget Fund in any Financial Year ultimately remains with the Council; and
- 12.7.2 any contention on the part of the Council that the resulting overspend is due to a breach of the Trust's obligations set out in this Agreement, in which case it would be open to the Council to take action pursuant to clauses 35-38 .

13 **SUPPORT ARRANGEMENTS**

In order for the Trust to carry out the Health Related Functions and in recognition of the interface between the Health Related Functions and the duties retained by the Council, the Council will provide the Support Arrangements to the Trust. For the avoidance of doubt, this contribution has a cost to the Council and an impact on its central corporate services which will be taken into account in any review of the Service Payment pursuant to the provisions of Schedule 3.

14 **PREMISES**

- 14.1 The Trust will provide the Services from the Trust Premises and the Council Premises subject to the remaining provisions of this clause 14.
- 14.2 The Council is providing to the Trust the Council Premises for the Term (subject to earlier determination as set out in Schedule 13 Part 2) on terms set out in Schedule 13 Part 2 for enabling the arrangements contemplated by this Agreement.
- 14.3 From time to time throughout the Term the Trust may need to or desire to provide Alternative Trust Premises for accommodating Staff delivering the Services. The principles set out in clause 14.4 shall apply where this is the case.
- 14.4 Where Alternative Trust Premises are proposed the Parties will seek to agree where Staff are to be based from time to time and will work in line with the following principles (both parties acting reasonably):
- 14.4.1 the Services are to be provided throughout the administrative boundaries of the Council;

- 14.4.2 the Services are intended to achieve the Aims and Outcomes so that Health Related Functions and community nursing and/or therapy activities are delivered to an end user on a seamless basis with staff delivering on these aspects being co-located;
- 14.4.3 services are to be delivered in line with Healthy Wirral Objectives
- 14.4.4 not all staff will be allocated a desk as a) not all staff will be office based simultaneously and good practice in respect of staffing desk space to staffing numbers will apply and b) mobile working should be encouraged and facilitated; and
- 14.4.5 premises costs are to be taken into account in assessing the contributions made by each party to facilitating delivery of the Health Related Functions so that the burdens are not borne disproportionately and any benefits are likewise shared through adjustment to the Service Payment.

15 ASSET TRANSFER

- 15.1 On the Effective Date, the Council will transfer to the Trust for £1 (receipt of which is hereby acknowledged) the Council Assets in their then existing state of repair and condition. No warranty is given as to their usefulness, life, functionality or otherwise and any warranty implied by Law is excluded to the maximum extent lawfully possible.
- 15.2 If the Trust considers necessary for the provision of the Services, the Trust will maintain the Council Assets as often as is necessary at its own cost to enable Staff to operate and for the Services to be delivered. The Trust may replace any of the Council Assets at any time if the Trust acting reasonably considers that any of the Council Assets are obsolete or at the end of their useful life. Where the Trust replaces any Council Assets the replacement item is owned by the Trust and is not considered as a Council Asset.
- 15.3 The Trust will supply all equipment needed for delivery of the Services at its own cost except as expressly set out in this Agreement under this clause 15 and clause 16.
- 15.4 On termination of this Agreement the Trust will, if the Council so requests, transfer to the Council free of cost and deliver in an appropriate manner any Council Assets that transferred to the Trust under clause 15.1 (and that the Trust has not disposed of or replaced prior to termination of this Agreement on the basis that the Council Assets were obsolete or at the end of their useful life). No warranty shall be given by the Trust as to the condition or fitness for purpose of any such Council Assets
- 15.5 The Council shall indemnify the Trust and keep it so indemnified in full and on demand from and against all demands, costs, expenses, claims or fines of whatsoever nature relating to and payable in respect of the Council Assets which are attributable to the period prior to the Effective Date.

16 IT INFRASTRUCTURE AND SOFTWARE

- 16.1 The Parties have agreed that the appropriate case management system for an effective integrated service to deliver the Health Related Functions is the Case Management Application colloquially known as "Liquid Logic" purchased by the Council. This is because the system interfaces with internal and external providers of adults and children's services and provider portals so the pathway for transition for users is effective and the interface between Service User and provider is managed and maintained and spend is appropriately tracked.

16.2 The Council will host the Case Management Application on its servers with each member of Staff delivering the Services being given access rights to it in accordance with the protocols set out in Schedule 17

17 STAFFING AND TUPE

17.1 The Parties agreed that the provisions of TUPE apply to the arrangements effected by this Agreement and the provisions of Schedule 9 apply.

17.2 The provisions of Schedule 10 apply to the pension arrangements for the Transferring Employees.

18 CONTRACT COMMISSIONING

18.1 The Council has responsibility for commissioning third parties to supply care packages that the Trust must make arrangements for following assessments for Services and the Council will enter into such contracts in its absolute discretion in compliance with the Law. At the date of this Agreement the Council has appointed a third party to arrange care packages as its agent for Service Users within PART 1 and PART 2 of Schedule 4. The Trust will comply with the operating protocols for such commissioning arrangements as prescribed by the Council from time to time so that the Trust liaises directly with that third party appropriately and the Trust will in requesting arrangement of care packages operate within the financial limits set out in Clause 12. For those care packages needed for Service Users meeting the criteria set out in PART 3 of Schedule 4 the Council will commission these through its internal commissioning arrangements and the Specification sets out the operational protocol at the time of this Agreement. The Trust has no authority to place care packages directly or settle any disputes with any contractor and must not act or omit to act any way that would waive the Council's rights under contracts it or its agents have in place.

18.2 The Council will be liable to the Trust for, and must indemnify and keep the Trust indemnified against, any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever that result from or arise out of or in connection with the arrangement of care packages by third parties as described in this clause 18.

19 FREEDOM OF INFORMATION

19.1 Both Parties acknowledge that both Parties are subject to the requirements of FOIA and EIR. Each Party must assist and co-operate with the other Party to enable it to comply with its disclosure obligations under FOIA and EIR. Each Party agrees:

19.1.1 that this Agreement and any other recorded information held by it on the other Party's behalf for the purposes of these arrangements are subject to the obligations and commitments of the other Party under FOIA and EIR;

19.1.2 that the decision on whether any exemption under FOIA or exception under EIR applies to any information held by the Party to whom the request for information is addressed is a decision solely for the Party to whom request for information is addressed;

19.1.3 the Party to whom a request for information is addressed, acting in accordance with the codes of practice issued and revised from time to time under Section 45 of FOIA and Regulation 16 of EIR, may disclose information that it holds concerning the other Party but must first use reasonable endeavours to consult with the other Party;

19.1.4 to assist the other Party in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA or EIR) in accordance with a records management system that complies with all applicable records management recommendation and codes of conduct issued under Section 46 of FOIA; and,

19.1.5 that, in assisting the other Party in responding to a request for information, if the assisting Party considers that no exemption under FOIA or exception under EIR applies to the relevant information that it holds and which is requested by the other Party, it provides copies of all information requested by the other Party within 7 Business Days of that request and without charge.

19.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provision of FOIA, or for which an exception applies under EIR or the DPA the content of these arrangements is not confidential information.

19.3 Notwithstanding any other term of this Agreement, the Parties consent to the publication of this Agreement in its entirety (including variations excluding Personal Data), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of FOIA or for which an exception applies under EIR.

19.4 In preparing a copy of this Agreement for publication under clause 19.3, the Parties will consult each other to inform decision-making regarding any redactions.

20 DATA GENERAL

20.1 The Council shall make available to the Trust its current Service User files from the Effective Date.

20.2 The Council holds paper records and archives pre-dating the Case Management Application. Retrieval and sharing of those will be done in accordance with the Information Sharing Protocol.

21 PROTECTION OF PERSONAL DATA

21.1 The Parties shall observe and perform their respective obligations under the Data Protection Legislation. In respect of the Personal Data processed to perform the Services the parties agree that they are joint Data Controllers .Each Party shall comply with its obligations as a Data Controller under the Data Protection Legislation

21.2 Details of the Personal Data to be shared under this Agreement are recorded in Schedule 15. The Parties shall process the data in accordance with Schedule 15.

21.3 When one party is transferring Personal Data (the "Disclosing Party") to the other Party (the "Receiving Party"), the Disclosing Party shall ensure that any Personal Data that is transferred:

21.3.1 has been collected in accordance with the Data Protection Legislation; and

21.3.2 the fair processing notice given to the relevant Data Subject entitles the Receiving Party to Process such Personal Data for the purposes set out in this Agreement

21.4 Neither Party shall Process Personal Data transferred under this Agreement for any purposes other than those set out in this Agreement.

- 21.5 Without Limitation to Clause 21.1, each Party shall:
- 21.5.1 Implement and maintain appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data;
 - 21.5.2 not disclose or transfer the Personal Data to any third party or Staff unless necessary to perform the Services or in the case of disclosure or transfer by the Council its other statutory duties which are not delegated by these arrangements and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the other party (save where such disclosure or transfer is specifically authorised under the Information Sharing Protocol);
 - 21.5.3 take all reasonable steps to ensure the reliability and integrity of any employees who have access to the Personal Data and ensure that the employees:
 - 21.5.3.1 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless permitted by this Agreement; and
 - 21.5.3.2 have undergone adequate training in the Data Protection Legislation and use, care, protection and handling of Personal Data;
 - 21.5.4 notify the other Party promptly of any known breach of technical and organisational security measures where the breach has affected or could have affected Personal Data transferred under this Agreement.
 - 21.5.5 notify the other Party promptly if a request is received from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; and
 - 21.5.6 notify the other Party promptly of any complaint, communication or request regarding the Processing of Personal Data pursuant to this Agreement and provide full cooperation and assistance (within a reasonable timescale) to assist the receiving party in responding to the complaint within any relevant deadlines set out in the Data Protection Legislation.
- 21.6 On receipt of any request or enquiry from an Information Regulator that relates to Personal Data transferred under this Agreement, each Party shall notify the other and shall provide the other with all reasonable assistance to allow the Party in receipt of the request to respond.
- 21.7 Each Party shall allow access to its premises and reasonable notice and provide all reasonable assistance to the other Party to provide the other Party with reasonable assurance that this Agreement is being complied with.
- 21.8 In the event of a request relating to Personal Data transferred under this agreement from a Data Subject:
- 21.8.1 for subject access, the Party who has received the request shall notify the other Party promptly. The other Party shall provide reasonable assistance to allow the Party who has received the request to respond to the Data Subject within the timescales set out in the Data Protection Legislation;

21.8.2 for the rectification or erasure of Personal Data or restriction of Processing, the Party who has received the request shall determine whether such request is valid under the Data Protection Legislation. In the event that the Party which has received the request determines that the relevant Personal Data should be rectified or erased or that any Processing shall be restricted, it shall notify the other Party promptly. The Party receiving the notification shall rectify or erase the Personal Data or restrict Processing (as applicable) promptly.

21.9 The Parties shall not Process or otherwise transfer any Personal Data in or to any Restricted Country. If, after the Effective Date, a Party wishes to Process and/or transfer any Personal Data in or to any Restricted Country, the following provisions shall apply:

21.9.1 the Party wishing to transfer the Personal Data shall submit a request to the other Party which, if agreed, shall be dealt with in accordance with Clause 21.9.2.1 to 21.9.2.4

21.9.2 the Party wishing to transfer the Personal Data shall set out in its request details of the following:

21.9.2.1 the Personal Data which will be transferred to and/or Processed in any Restricted Country;

21.9.2.2 the Restricted Country or Countries which the Personal Data will be transferred to and/or Processed in;

21.9.2.3 any sub-contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and

21.9.2.4 how the Party wishing to transfer the Personal Data will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the other Party's compliance with the Data Protection Legislation;

21.9.3 In providing and evaluating the request under Clause 21.9.1, the Parties shall ensure that they have regard to and comply with then current Council, Central Government Bodies and Information Regulator policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Country; and

21.9.4 The Party wishing to transfer the Personal Data shall comply with such other instructions and shall carry out such other actions as the other Party may notify in writing, including;

21.9.4.1 incorporating standard and/or model clauses (which are in line with Good Industry Practice and offer adequate safeguards under the Data Protection Legislation) into this Agreement or a separate data processing agreement between the Parties; and

21.9.4.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Country either enters into:

21.9.4.2.1 a direct data processing agreement with the other party on such terms as may be required by the other Party; or

21.9.4.2.2 a data processing agreement with the Party wishing to transfer the Personal Data on terms which are equivalent to those agreed between the other party and the sub-contractor relating to the relevant Personal Data transfer;

and in each case the Party wishing to transfer the Personal Data acknowledges such agreements may include the incorporation of model contract provisions (which are in line with Good Industry Practice as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which the other Party deems necessary for the purpose of protection of Personal Data.

21.10 The Trust must nominate an Information Governance Lead, a Caldicott Guardian and Senior Information Risk Owner and advise the Council of the identities and contact details of those individuals.

21.11 The Trust must report any serious data security breaches it makes to the Information Regulator in accordance with the NHS Information Governance Toolkit and the Council must report any serious data security breaches it makes to the Information Regulator in accordance with its policy governing information security incidents from time to time which takes account of the guidance published by the Information Regulator for the public sector on self-reporting. Where a Party has reported in this way, it must consider the mitigating measures that are to be put in place to minimise damage to all affected and potentially affected parties. Each Party shall use its reasonable endeavours to assist the other Party in complying with its obligations under the Data Protection Legislation. Each Party shall not perform its obligations under this Agreement in such a way as to cause the other Party to breach its obligations under the Data Protection Legislation to the extent it is reasonably aware or ought reasonably to have been aware, that the same would be a breach of such obligations.

21.12 The Parties acknowledge their respective obligations arising under the Data Protection Legislation, EIR and HRA, and under the common law duty of confidentiality, and must assist each other as necessary to enable each other to comply with these obligations.

22 CONFIDENTIALITY

22.1 Without prejudice to the obligations of the Parties in relation to Confidential Information each Party must, except as permitted by this Clause 22,

22.1.1 keep confidential all Confidential Information disclosed to it by the other Party in connection with this Agreement;

22.1.2 use all reasonable endeavours to prevent their staff from making any disclosure to any person of that Confidential Information; and

22.1.3 use the disclosing Party's Confidential Information only in connection with the receiving Party's performance under this Agreement.

22.2 Clause 22.1 will not apply to disclosure of Confidential Information that:

22.2.1 is in or comes into the public domain other than by breach of this Agreement

- 22.2.2 the receiving Party can show by its records was in its possession before it received it from the disclosing Party; or
- 22.2.3 the receiving Party can prove it obtained or was able to obtain from a source other than the disclosing Party without breaching any obligations of confidence.
- 22.3 The Council may disclose, with the Trust's prior written consent, the Trust's Confidential Information where the Council judges that necessary in the context of public accountability whether or not disclosure is required under the applicable law.
- 22.4 A Party may disclose the other Party's Confidential Information:
 - 22.4.1 to comply with applicable law;
 - 22.4.2 to any appropriate Regulatory Body;
 - 22.4.3 in connection with any dispute resolution or litigation between the Parties; and
 - 22.4.4 as permitted under any other express arrangement or other provision of this Agreement.

23 HEALTH AND SAFETY

- 23.1 The Trust shall (and shall use reasonable endeavours to ensure its representatives) comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Services and persons working on the Services.
- 23.2 The Trust shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974), together with related policies and procedures, are made available to the Council on request.
- 23.3 The Trust shall notify the Council if any incident occurs in the performance of the Services, where that incident causes any personal injury or damage to property that could give rise to personal injury.

24 ACCESS AND EQUALITY

- 24.1 The Parties must not discriminate between or against Service Users, on the grounds of age, disability, gender reassignment, pregnancy or maternity, race, religion or belief, sex, sexual orientation or any other non-medical characteristics except as permitted by the Law.
- 24.2 In performing the obligations on it under this Agreement the Trust must comply with the Equality Act 2010 and have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:
 - 24.2.1 eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;
 - 24.2.2 advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it; and
 - 24.2.3 foster good relations between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it,

24.3 The Trust must provide to the Council as soon as reasonably practicable, any information that the Council reasonably requires to:

24.3.1 monitor the equity of access to the Services; and

24.3.2 fulfil the Council's obligations under the Law.

25 LIABILITY AND INDEMNITY

25.1 Without affecting its liability for breach of any of its obligations under this Agreement the Trust will be liable to the Council for, and must indemnify and keep the Council indemnified against:

25.1.1 any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of:

25.1.1.1 any loss of or damage to property (whether real or personal); and

25.1.1.2 any injury to any person, including injury resulting in death; and

25.1.2 any Losses of the Council, that result from or arise out of the Trust's negligence or breach of contract in connection with the performance of this Agreement except to the extent that loss, damage or injury has been caused by an act or omission by or on the part of, or in accordance with the instructions of, the Council or their employees.

25.2 Without affecting its liability for breach of any of its obligations under this Agreement the Council will be liable to the Trust for, and must indemnify and keep the Trust indemnified against:

25.2.1 any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of:

25.2.1.1 any loss or damage to property (whether real or personal); and

25.2.1.2 any injury to any person, including injury resulting in death; and

25.2.2 any Losses of the Trust that result from or arise out of the Council's negligence or breach of contract in connection with the performance of this Agreement except to the extent that loss, damage or injury has been caused by an act or omission by or on the part of or in accordance with the instructions of the Trust or their employees.

25.3 Each Party (the **Indemnifying Party**) must put in place and maintain in force until its liability may reasonably be considered to have ceased, at its own cost (and not that of any employee), appropriate Indemnity Arrangements in respect of:

25.3.1 employers' liability to a minimum of £10 million per event;

25.3.2 public liability to a minimum of £10 million per event; and

25.3.3 professional negligence to a minimum of £2 million per event.

25.4 Within 5 Business Days following written request from one Party (the **Indemnified Party**) to the other (the Indemnifying Party), the Indemnifying Party must provide documentary evidence that Indemnity Arrangements required under clause 25.3 are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

- 25.5 No later than 3 months prior to the expiry of these arrangements or within 10 Business Days following the date of service of the notice to terminate or of agreement to terminate (as appropriate) each Indemnifying Party must provide to the Indemnified Party satisfactory evidence in writing of its arrangements to satisfy the requirements of clause 25.3 in respect of any ongoing liability it has or may have in negligence to any Service User or the Indemnified Party arising out of a Service User's care under this Agreement. If the Indemnifying Party fails to do so the Indemnified Party may themselves procure appropriate Indemnity Arrangements in respect of such ongoing liabilities and the Indemnifying Party must indemnify and keep the Indemnified Party indemnified against the costs incurred by them in doing so.
- 25.6 If the proceeds of any Indemnity Arrangements are insufficient to cover the settlement of any claim relating to this Agreement the Indemnifying Party must make good any deficiency. Nothing in this Agreement will exclude or limit the liability of the Indemnifying Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

26 ANTI-BRIBERY PROVISION

- 26.1 Neither Party shall do any of the following:
- 26.1.1 offer, give, or agree to give the other Party (or any of its officers, employees or agents) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this Agreement or any other contract with the other Party, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the other Party; and
- 26.1.2 in connection with this Agreement, pay or agree to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the other Party,
- (together "**Prohibited Acts**").
- 26.2 If either Party or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act or commits any offence under the Bribery Act 2010 with or without the knowledge of the other Party in relation to this Agreement, the non-defaulting Party shall be entitled:
- 26.2.1 to exercise its right to terminate under clause 38 (Termination) and to recover from the defaulting Party the amount of any loss resulting from the termination; and
- 26.2.2 to recover from the defaulting Party the amount or value of any gift, consideration or commission concerned; and
- 26.2.3 to recover from the defaulting Party any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.
- 26.3 Each Party must provide the other Party upon written request with all reasonable assistance to enable that Party to perform any activity required for the purposes of complying with the Bribery Act 2010. Should either Party request such assistance the Party requesting assistance must pay the reasonable expenses of the other Party arising as a result of such request.
- 26.4 Each Party must have in place an anti-bribery policy for the purposes of preventing any of its staff from committing any act prohibited under the Bribery Act 2010. Such policy must be disclosed to the other

Party within 5 Business Days of the other Party requesting it and enforced by the relevant Party where applicable.

26.5 Should either Party become aware of or suspect any breach of this clause 26, it will notify the other Party immediately. Following such notification, the notifying Party must respond promptly and fully to any enquiries of the notified Party, co-operate with any investigation undertaken by the notified Party and allow the notified Party to audit any books, records and other relevant documentation.

27 COUNTER FRAUD

27.1 The Trust must put in place and maintain appropriate counter fraud and security management arrangements.

27.2 The Trust must take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by Staff and the Trust in connection with the receipt of monies from the Council and/or any payments from a Service User and/or defrauding a Service User.

27.3 The Trust must notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

27.4 If the Trust or its Staff commits fraud in relation to this Agreement, the Council may terminate this Agreement by written notice to the Trust with immediate effect and recover from the Trust the amount of any Loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services, that is over and above the cost that the Council would have paid the Trust had the Agreement not been terminated, for the remainder of the term of this Agreement had it not been terminated.

28 ENGAGEMENT AND INVOLVEMENT

28.1 The Trust shall engage, liaise and communicate with Service Users, their Carers and Legal Guardians in an open and clear manner in accordance with the Law, Good Industry Practice and their human rights.

28.2 The Trust must supply the data to enable the Council to supply the statutory returns the Council is obliged to complete and in particular the returns for Service Users and Carers satisfaction experience ratings. The data must be supplied regularly by appropriate case management details being completed in the Case Management Application. In addition the Trust shall carry out any other surveys reasonably required by the Council in relation to the Services. The form, and method of reporting such surveys shall be in the form prescribed in the Service Specification and if not so prescribed shall be agreed between the Parties in writing from time to time and if not prescribed or agreed then in such form as is consistent with Good Industry Practice.

29 STAFF

29.1 At all times, the Trust must ensure that:

29.1.1 each of the Staff is suitably qualified and experienced, adequately trained and capable of providing the applicable Services in respect of which they are engaged;

29.1.2 there is an adequate number of Staff to provide the Services properly in accordance with the provisions of the applicable Service Specification and shall conduct regular reviews of staffing levels and resources and in planning take account of possible increased seasonal demand;

29.1.3 where applicable, Staff are registered with the appropriate professional regulatory body;
and

29.1.4 the Trust has procedures and guidance for Staff that will safeguard children and vulnerable adults in receipt of Services and disciplinary policies and procedures that reflect the importance of safeguarding children and vulnerable adults in receipt of Services and their families. Written guidance must be provided to all Staff, which explicitly states that Staff are not allowed to:

29.1.4.1 act as appointees;

29.1.4.2 act as executors or witness to the Service Users will or other legal documents;

29.1.4.3 borrow from or loan money to the Service User;

29.1.4.4 receive money or any gifts from the Service User without informing his/her manager. The reporting of such gifts is essential and must be recorded by the Trust;

29.1.4.5 use the Service User's phone or other devices to make or receive calls except for urgent calls relating to the Service User's welfare; and/or

29.1.4.6 take members of their own family or friends to the Service User's home.

29.2 The Trust must have in place adequate systems for training and development of Staff, seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives proper and sufficient continuous professional and personal development, training and instruction each in accordance with Good Industry Practice and the standards of any applicable relevant professional body.

29.3 Save in respect of the Transferring Employees, before the Trust engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Trust must without limitation, complete:

29.3.1 the Employment Checks; and

29.3.2 such other checks as required by the DBS.

30 SERVICE IMPROVEMENTS AND BEST VALUE DUTY

30.1 The Trust must to the extent reasonably practicable co-operate with and assist the Council in fulfilling its Best Value Duty.

30.2 During the Term of this Agreement at the reasonable request of the Council, the Trust must:

30.2.1 demonstrate how it is going to secure continuous improvement in the way in which the Services are delivered having regard to a combination of economy, efficiency and effectiveness; and

30.2.2 implement such improvements.

30.2.3 where improvements are implemented, identify the cost savings if any and how if at all those might also benefit the Council .

31 **SAFEGUARDING CHILDREN AND VULNERABLE ADULTS AND WHISTLEBLOWING PROCEDURES**

- 31.1 The Trust shall adopt safeguarding policies and procedures that comply with the Council's safeguarding policy as amended from time to time.
- 31.2 At the written request of the Council and by no later than 5 Business Days following receipt of such request, the Trust must provide evidence to the Council that it is addressing any safeguarding concerns.
- 31.3 If requested by the Council, the Trust shall participate in the development of any local multi-agency safeguarding quality indicators and/or plan.
- 31.4 The Trust will ensure all Staff engaged in delivery of the Services are aware that they have a duty to report any suspicions, allegations, observations or disclosures of abuse to their line manager or, if their line manager is not available another manager engaged in delivery of the Services who is senior to the person who has the duty to make the report, as soon as reasonably practicable.
- 31.5 The Trust will remove from delivery of Services any person against whom an allegation of abuse is made until such time (if at all) as such allegation is investigated and all appropriate measures following such investigation taken effect.
- 31.6 The Trust must have a confidential reporting procedure allowing Staff and others to raise matters concerning possible malpractice on a confidential basis that protects so far as practicable that member of Staff being identified.

32 **COMPLAINTS**

- 32.1 The Trust must respond promptly with all requisite information and in any event within 10 Business Days to requests made by the Council (or its nominee) for information to enable the Council to respond to a complaint made regarding the Services and must in all respects act and assist the Council so as to enable the Council to respond substantively to complaints and to enable the Council to comply with its complaints procedure from time to time relating to the Services .
- 32.2 The Trust must respond promptly with all requisite information to requests from the Council to enable the Council to address political queries raised whether at Councillor level or M.P. level and in all respects act and assist the Council so as to enable the Council to respond substantively to those queries within any timescales set out and agreed with Councillors under any member protocols and otherwise promptly and no later than 5 Business Days
- 32.3 In addition to and separate from the processes in clause 32.1 and 32.2 the Trust must have a complaints process and a compliments process and will report to the Council on the inputs and outputs of such processes on a quarterly basis.

33 **AUDIT AND INSPECTION**

- 33.1 The Trust must comply with all reasonable written requests made by CQC, OFSTED, the National Audit Office or any other Regulatory Body or any Authorised Person, for entry to the Trust Premises or such other premises as may be relevant for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. The Trust may (subject to any overriding obligations duties or requirements of the Law) refuse

such request where it would adversely affect the provision of the Services or, the privacy or dignity of a Service User providing it makes arrangements as soon as reasonably practical for the request to be met.

33.2 Subject to Law and notwithstanding clause 33.1, an Authorised Person may enter the Trust Premises without notice for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services. During such visits, subject to Law and Good Industry Practice the nature of the Services and the effect of the visit on Service Users, the Trust must not restrict access and must give all reasonable assistance and provide all reasonable facilities to the Authorised Person.

33.3 Within 10 Business Days of the Council's reasonable request to do so, the Trust must send the Council a verified copy of the results of any audit, evaluation, inspection, investigation or research in relation to the Services, or services of a similar nature to the Services delivered by the Trust, to which the Trust has access and which it can disclose in accordance with the Law.

33.4 The Council shall use its reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt the Trust or delay the provision of the Services.

33.5 During any audit undertaken under clause 33.1 or 33.2, the Trust must provide the Council with all reasonable co-operation and assistance in relation to that audit, including:

33.5.1 all reasonable information requested within the scope of the audit;

33.5.2 reasonable access to the Trust Premises; and

33.5.3 access to the Staff

33.5.4 reasonable access to the Council Premises.

34 OMBUDSMAN

34.1 The Trust must co-operate with any investigation of the Ombudsman investigating a complaint by any Service User or Carer and must respond substantively to requests for information that the Council raise in connection with such investigations within such timescale as enables the Council to comply with the request and timescale of the Ombudsman. The Council shall notify the Trust of the timescale and request in sufficient time to enable the Trust to address the matter. The Trust shall pay the cost of any payment awarded to such complainant where and to the extent that there is a finding of maladministration causing injustice as a result of fault attributable to the Trust.

35 ISSUE OF PERFORMANCE NOTICE

35.1 If the Parties have agreed a consequence in relation to a Party failing to meet a KPI (the **Defaulting Party**) and the Defaulting Party fails to meet the KPI, the other Party (the **Non-Defaulting Party**) will be entitled to exercise the agreed consequence immediately and without issuing a Performance Notice, irrespective of any other rights it may have under clauses 35-37.

35.2 The provisions of this clause 35 do not affect any other rights and obligations the Parties may have under this Agreement.

35.3 Clauses 35-37 will not apply to a failure of the Trust to meet a KPI if the Trust's failure to agree or comply with a Remedial Action Plan (as the case may be) is as a result of an act or omission or the unreasonableness of the Council (including a failure to comply with its obligations to provide Support Arrangements) or an act or omission of a third party appointed by the Council or the Trust as agent for the Council as described in clause 18.

- 35.4 If the Council considers that the Trust has failed or is failing to comply with any obligation on its part in this Agreement the Council may issue the Trust with a Performance Notice in addition to all other remedies under this Agreement and/or in common law and/or otherwise.
- 35.5 If the Trust believes that the Council has failed or is failing to comply with any obligation on its part in this Agreement the Trust may issue the Council with a Performance Notice in addition to all other remedies under this Agreement and/or in common law and/or otherwise.
- 35.6 The Trust and the Council will meet to discuss any Performance Notice issued under clauses 35.4 or 35.5 within 5 Business Days of its issue (**Contract Performance Meeting**).
- 35.7 At the Contract Performance Meeting the Council and the Trust will endeavour to agree either:
- 35.7.1 that the Performance Notice is withdrawn; or
 - 35.7.2 to implement an appropriate Remedial Action Plan.
- 35.8 If following the issue of a Performance Notice, the Defaulting Party does not attend a Contract Performance Meeting within 5 Business Days of the issue of a Performance Notice, the Performance Notice will apply and Non-Defaulting Party will advise the Defaulting Party within 10 Business Days of the scheduled Contract Performance Meeting of the Remedial Action Plan that is required.
- 35.9 At the Contract Performance Meeting the Council and the Trust must agree either:
- 35.9.1 that the Performance Notice is withdrawn; or
 - 35.9.2 to implement an appropriate Immediate Action Plan and/or Remedial Action Plan.
- If the Council and the Trust cannot agree on either course of action, they must undertake a Joint Investigation.
- 35.10 If a Joint Investigation is to be undertaken:
- 35.10.1 the Council and the Trust must agree the terms of reference and timescale for the Joint Investigation (being no longer than 2 months) and the appropriate clinical and/or non-clinical representatives from each relevant Party to participate in the Joint Investigation; and
 - 35.10.2 the Council and the Trust may agree an Immediate Action Plan to be implemented concurrently with the Joint Investigation.
- 35.11 On completion of a Joint Investigation, the Council and the Trust must produce and agree a JI Report. The JI Report must include a recommendation to be considered at the next review meeting (held in accordance with [section 4 of the Service Specification]) that either:
- 35.11.1 the Performance Notice be withdrawn; or
 - 35.11.2 a Remedial Action Plan be agreed and implemented.

Remedial Action Plan

- 35.12 If a Remedial Action Plan is to be implemented, the Council and the Trust must agree the contents of the Remedial Action Plan within:

- 35.12.1 5 Operational Days following the Contract Performance Meeting; or
- 35.12.2 5 Operational Days following the review meeting in the case of a Remedial Action Plan recommended under clause 35.11.2.
- 35.13 A Remedial Action Plan will set out:
 - 35.13.1 action required, which Party has to complete the action and the date by which the action is to be completed; and
 - 35.13.2 the improvements in outcomes and/or other key indicators required, the date by which each improvement must be achieved and the period over which that improvement must be sustained (if not the remainder of the period of this Agreement)
 - 35.13.3 in the event that the Defaulting Party is the Trust, any agreed reasonable and proportionate financial sanctions on the Trust for failing to
 - 35.13.3.1 complete any action stipulated in the Remedial Action Plan and/or
 - 35.13.3.2 failing to achieve and maintain any stipulated improvement.
- 35.14 Any financial sanctions stipulated in a Remedial Action Plan are subject to the following caps:
 - 35.14.1 where the Remedial Action Plan is agreed (and not set unilaterally by the Non-Defaulting Party because clause 35.8 applies) the sanction will not exceed in aggregate 5% of one twelfth of the Service Payment payable in the Financial Year in which the non-performance occurs;
 - 35.14.2 where the Remedial Action Plan is set unilaterally by the Non-Defaulting Party because clause 35.8 applies the sanction will not exceed 10% of one twelfth of the Service Payment payable in the Financial Year in which the non-performance occurs
- 35.15 The Parties agree that, where a Non-Defaulting Party sets the Remedial Action Plan unilaterally under Clause 35.8, the actions set out in the Remedial Action Plan and/or the improvements in outcome and other key indicators will not require the Defaulting Party to exceed the standard of Services or Support Arrangements (as appropriate) or the outcome or other KPIs set out in the Agreement at the time the Remedial Action Plan is notified to the Defaulting Party.
- 35.16 The Trust and the Council (as relevant) must implement the actions and achieve and maintain the improvements applicable to them within the timescales set out in and otherwise in accordance with the Remedial Action Plan.
- 35.17 The Council and the Trust must record progress made or developments under the Remedial Action Plan in accordance with its terms. The Council and the Trust must review and consider that progress on an ongoing basis and in any event at the next review meeting held pursuant to section 4 of the Service Specification.

36 **WITHHOLDING OF PAYMENT**

If the Trust fails to complete any action required of it or to deliver the improvement required by a Remedial Action Plan within the timescales set out in the Remedial Action Plan for the relevant action or improvement unless withdrawn the Council may notify the Trust of its intention to withhold the amounts set out in the Remedial Action

Plan as financial sanctions from the next instalment of the Service Payment due. After issue of the notification the Council may deduct and permanently withhold and retain the relevant amount.

37 **EXCEPTION REPORT**

If a Defaulting Party fails to complete any action required of it or to deliver the improvement required by a Remedial Action Plan within the timescales set out in the Remedial Action Plan for the relevant action or improvement then the Non-Defaulting Party may issue an Exception Report to the a Defaulting Party in respect of any such failure following the expiry of such period. This means there may be multiple Exception Reports in respect of the same Remedial Action Plan served at different points.

38 **TERMINATION PROVISIONS**

38.1 This Agreement may be terminated by the Council in whole or in part by service of not less than 12 months' notice in writing to terminate this Agreement, such notice to expire no earlier than 31 March 2020.

38.2 This Agreement may be terminated by the Trust in whole or in part by service of not less than 12 months' notice in writing to terminate this Agreement, such notice to expire no earlier than 31 March 2020.

38.3 Either Party may terminate this Agreement by written notice, with immediate effect, if and to the extent to which either Party suffers an Event of Force Majeure and that Event of Force Majeure persists for more than 40 Business Days without the Parties agreeing alternative arrangements.

38.4 Subject to clause 38.5, the Council may terminate this Agreement with immediate effect (or at its discretion on giving a period of notice) by written notice to the Trust if:

38.4.1 the Trust loses any Consent;

38.4.2 the Trust has any Consent varied or restricted;

38.4.3 there is an Insolvency Event;

38.4.4 the Trust has been served with 4 or more Performance Notices (and at least 4 have not been withdrawn) in any rolling period of 3 months;

38.4.5 the Trust breaches Clause 21 (Protection of Personal Data) Clause 24 (Access, Equality and Discrimination) or Clause 31 (Safeguarding Children and Vulnerable Adults and Whistleblowing Procedures) and such breach materially and adversely affects a Service User, except that where the breach is capable of remedy, the Council shall only be entitled to terminate where:

38.4.5.1 the Council has, by written notice, required the Trust to remedy the breach within 30 days of the date of such notice (or other timescale agreed by the Parties); and

38.4.5.2 the Trust has not taken and completed such remedial action to the satisfaction of the Council (acting reasonably);

38.4.6 the Trust is in breach of Clause 7.2.4 (to provide Services in compliance with all applicable Law), the Council has notified such breach to the Trust and the Trust has not taken action

- to the satisfaction of the Council (acting reasonably) to comply with the applicable Law within 40 Business Days;
- 38.4.7 the Trust is in material breach of any regulatory compliance standards issued by any Regulatory Body;
- 38.4.8 the Council has issued 2 or more Exception Reports in any rolling period of 3 months;
- 38.4.9 the Trust has breached the terms of Clause 26 [Prohibited Acts];
- 38.4.10 the NHS licence for the Trust is revoked or varied in a way that materially and adversely affects it or is likely to affect it or is likely to affect its ability to deliver Services, or restrict its ability to deliver the Services,
- 38.4.11 the Trust has assigned the benefit of this Agreement in breach of Clause 43;
- 38.4.12 the Trust has breached any of its obligations under TUPE; and/or
- 38.4.13 the Trust has failed to comply with any of its obligations to the Scheme.
- 38.5 The Council shall not be entitled to terminate this Agreement pursuant to clause 38.4 where the Trust's alleged breach of this Agreement has been caused by or in connection with:
- 38.5.1 the Council's breach of its obligations to provide Support Arrangements pursuant to clause 13 and Schedule 7; or
- 38.5.2 the act or omission of a third party appointed by the Council or the Trust as agent for the Council as described in clause 18.
- 38.6 The Trust may terminate this Agreement with immediate effect (or at its discretion on giving a period of notice) by written notice to the Council if:
- 38.6.1 the Council loses any Consent;
- 38.6.2 the Council has any Consent varied or restricted;
- 38.6.3 the Council has been served with 4 or more Performance Notices (and at least 4 have not been withdrawn) in any rolling period of 3 months;
- 38.6.4 the Trust has issued 2 or more Exception Reports in any rolling period of 3 months;
- 38.6.5 the Council has breached the terms of Clause 13 (Support Arrangements);
- 38.6.6 the Council has breached the terms of Clause 26 [Prohibited Acts];
- 38.6.7 the Council has breached any of its obligations under TUPE; or
- 38.6.8 any payment of Service Payment due (in full or part) is not made as soon as reasonably practicable after receipt of an appropriately addressed invoice which has not been contested as set out in clause 1.1; and
- 38.6.8.1 the relevant amount of the Service Payment referred to in clause 38.6.8 is not made within 10 Business Days of receipt of a written notice from the Trust requiring payment to be made; and

38.6.8.2 and if VAT is due on the amount then a VAT invoice has been raised.

39 CONSEQUENCES OF TERMINATION

- 39.1 Expiry or termination of this Agreement, or termination of the Services, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination.
- 39.2 If, as a result of termination of this Agreement following service of notice by the Council pursuant to clause 38.4, the Council procures any terminated Service from an alternative provider, and the cost of doing so (to the extent reasonable) exceeds the amount that would have been payable to the Trust for providing the same Service, then the Council will be entitled to recover from the Trust (in addition to any other sums payable by the Trust to the Council in respect of that termination) the excess cost and all reasonable related administration costs it incurs (in each case) in respect of the period of 6 months following termination.
- 39.3 On or pending expiry or termination of these arrangements or termination of the Services, the Council and the Trust and if appropriate any successor Trust and any co-commissioner of services with the Council for health functions, will agree a Succession Plan. In the absence of any agreement 6 months prior to expiry or termination then the Provisional Exit Arrangements will apply.
- 39.4 For a reasonable period before and after termination of these arrangements or of the Services or any part of them and before and after the expiry of these arrangements the Trust must:
- 39.4.1 co-operate fully with the Council and any co-commissioner of services with the Council for health functions or any co-funder of the Services and any successor provider of the terminated Services in order to ensure continuity and a smooth transfer of the expired or terminated Services, and to avoid any inconvenience or any risk to the health and safety of Service Users or employees of the Council or members of the public; and
 - 39.4.2 at the reasonable cost of the Council and where the Council reasonably requests:
 - 39.4.2.1 promptly provide all reasonable assistance and information to the extent necessary to effect an orderly assumption of the terminated Services by a successor;
 - 39.4.2.2 deliver to the Council all materials, papers, and documents used by the Trust in the provision of any terminated Services; and
 - 39.4.2.3 use all reasonable efforts to obtain the consent of third parties to the assignment, novation or termination of existing contracts between the Trust and any third party which relate to or are associated with the terminated Services.
- 39.5 On the pending expiry or termination of these arrangements, or termination of any Service, the Parties must:
- 39.5.1 implement and comply with their respective obligations under the Succession Plan; and
 - 39.5.2 use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users or prospective Service Users as a result of the expiry or termination of these arrangements or the Services.

- 39.6 On expiry or termination of these arrangements or termination of any Services:
- 39.6.1 the Trust must stop accepting any referrals for Service Users that require any expired or terminated Services; and
- 39.6.2 subject to any appropriate arrangements made under clause 39.4 and 39.5, the Trust must immediately cease its services to Service Users requiring the expired or terminated Service, and/or arrange for their transfer or discharge as soon as is practicable in accordance with Good Practice and the Succession Plan.
- 39.7 If termination of these arrangements or any Service takes place with immediate effect in accordance with clause 38 (Termination Provisions), the Trust is unable or not permitted to continue to provide any affected Service under any Succession Plan, or implement arrangements for the transition to a successor provider, the Trust must co-operate fully with the Council to ensure that any affected Services are commissioned without delay from an alternative provider.

40 DISPUTES

- 40.1 Disputes relating to whether or not a person meets the Service User criteria and therefore is a person to whom the Trust shall supply the Services or not may only be escalated by an Associate Director of The Trust who will refer it to the Director of Adult Social Services at the Council or his delegated officer who will be the final arbiter and whose decision will be binding on both Parties to this Agreement.
- 40.2 Disputes other than those arising in respect of the matters set out in clause 40.1, shall be dealt with as follows:
- 40.2.1 In the event of a dispute between the Council and the Trust arising out of this Agreement, either Party may serve written notice of the dispute on the other Party, setting out full details of the dispute.
- 40.2.2 The Council's Assistant Director of Adult Social Care and the Trust's [] (or their respective nominees who shall not hold any grade lower than themselves) shall meet in good faith as soon as possible and in any event within five (5) Business Days of notice of the dispute being served pursuant to clause 40.2.1, at a meeting convened for the purpose of resolving the dispute.
- 40.2.3 If the dispute remains after the meeting detailed in Clause 40.2.2 has taken place, the Council's Director of Adult Social Care and the [] of the Trust (or their respective nominees who shall not hold any grade lower than themselves) shall meet in good faith as soon as possible after the relevant meeting and in any event with ten (10) Business Days of the date of the meeting, for the purpose of resolving the dispute.
- 40.2.4 If the dispute remains after the meeting detailed in clause 40.2.3 has taken place then the Chief Executive of the Council and the Chief Executive of the Trust shall meet in good faith as soon as possible after the relevant meeting and in any event within five (5) Business Days of the date of the meeting for the purpose of resolving the dispute
- 40.2.5 Nothing in the procedure set out in this clause 40 shall in any way affect any other rights a Party may have in relation to a breach of this Agreement and/or their rights to take immediate legal action.

41 **PROVISIONS SURVIVING TERMINATION**

Any rights, duties or obligations of any of the Parties which are expressed to survive, or which otherwise by necessary implication survive, the expiry or termination for any reason of this Agreement, together with all indemnities, will continue after expiry or termination, subject to any limitations of time expressed in this Agreement.

42 **BUSINESS CONTINUITY**

42.1 The Trust must comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans. The Council has certain obligations relating to civil contingency and emergency planning which are being delegated to the Trust and are in more detail in the Specification.

42.2 The Trust has a business continuity plan Parties will work together to ensure business continuity plans are in place throughout the life of this Agreement and meet both Parties' needs and the needs of Service Users.

43 **ASSIGNMENT**

Neither party may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with its rights and obligations under this Agreement without the prior written consent of the other

44 **THIRD PARTY RIGHTS**

No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement except as stated in Schedule 9 (TUPE provisions) and Schedule 10 (Pension Provisions)

45 **CAPACITY OF COUNCIL NOT FETTERED**

Without prejudice to the contractual rights and/or remedies of the Trust expressly set out in this Agreement, the obligations of the Council under this Agreement are obligations of the Council in its capacity as a contracting counterparty and nothing in this Agreement shall operate as an obligation upon the Council or in any way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability on the part of the Council under this Agreement (howsoever arising) in any capacity other than as contracting counterparty.

46 **SEVERABILITY**

If any provision or part of any provision of this Agreement is declared invalid or otherwise unenforceable, the provision or part of the provision as applicable will be severed from this Agreement and this will not affect the validity and/or enforceability of the remaining part of that provision or other provisions of this Agreement.

47 **WAIVER**

Any relaxation or delay by either Party in exercising any right under this Agreement will not be taken as a waiver of that right and will not affect the ability of that Party subsequently to exercise that right.

48 **EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY**

Nothing in this Agreement creates a partnership or joint venture or relationship of employer and employee between the Council and the Trust. The Parties agree that, except for the matters set out in clause 18, nothing in this Agreement creates a relationship of principal and agent between the Council and the Trust.

49 **INTELLECTUAL PROPERTY**

- 49.1 Except as set out expressly in this Agreement no Party will acquire the IPR of any other Party.
- 49.2 The Council grants the Trust a fully paid-up, non-exclusive licence to use the Commissioner Deliverables for the sole purpose of providing the Services.
- 49.3 If the Trust creates any new IPR through the delivery of the Services or otherwise in connection with its obligations under this Agreement, the Trust shall own such IPR and shall grant to the Council a fully paid up non-exclusive licence to use the new IPR for the sole purpose of the fulfilment of the Council's obligations under this Agreement.

50 **FORCE MAJEURE**

- 50.1 Nothing in this Agreement relieves the Trust from its obligations to provide the Services in accordance with this Agreement and the Law (including the Civil Contingencies Act 2004) if the Services required arise as a consequence of or relate to an Event of Force Majeure
- 50.2 If an Event of Force Majeure occurs, the Affected Party must:
- 50.2.1 take all reasonable steps to mitigate the consequences of that event;
 - 50.2.2 resume performance of its obligations as soon as practicable; and
 - 50.2.3 use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.
- 50.3 The Affected Party must serve an initial written notice on the other Party immediately when it becomes aware of the Event of Force Majeure. This initial notice must give sufficient detail to identify the Event of Force Majeure and its likely impact. The Affected Party must then serve a more detailed written notice within a further 5 Business Days. This more detailed notice must contain all relevant information 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 the event and resume full delivery of Services. The Parties shall if notice is served consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable for those steps to enable continued provision of the Services affected by the Event of Force Majeure
- 50.4 The Affected Party shall notify the other Party as soon as practicable after the Event of Force Majeure ceases or if earlier no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.
- 50.5 Subject to the overriding provision of Clause 50.1 if it has complied with its obligations under Clauses 50.2 and 50.3, the Affected Party will be relieved from liability under this Agreement if and to the extent that it is not able to perform its obligations under this Agreement due to the Event of Force Majeure.

51 **COSTS AND EXPENSES**

Each Party is responsible for paying its own costs and expenses incurred in connection with the preparation negotiation and execution of this Agreement

52 **VARIATIONS**

- 52.1 Except as otherwise set out elsewhere in this Agreement, a Party wishing to vary this Agreement must send a notice of variation to the other Party setting out in detail the proposed variation including proposed

amendments to this Agreement. The Party receiving such notice of variation will respond to the notice within 14 Business Days indicating its agreement or otherwise to the notice of variation, acting reasonably and in accordance with the Law.

52.2 Except as otherwise set out elsewhere in this Agreement, no variation to this Agreement will be valid without the prior written consent of both Parties. Any variation shall be recorded at the next following strategic quarterly review meeting.

53 **ENTIRE CONTRACT**

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, except for any contract entered into between the Council and the Trust to the extent that it relates to the same or similar services and is designed to remain effective until the Effective Date.

54 **GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and interpreted in accordance with English Law and will be subject to the exclusive jurisdiction of the Courts of England and Wales.

55 **NOTICES**

55.1 Any notices given under this Agreement must be in writing and must be served by hand, or post to the address below:

55.1.1 For the Trust:

[insert name/address]

55.1.2 For the Council:

[insert name/address]

55.2 Notices:

55.2.1 by post will be effective upon the earlier of actual receipt, or 5 Business Days after mailing;
or

55.2.2 by hand will be effective upon delivery.

56 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be regarded as an original, but all of which together will constitute one agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart.

SCHEDULE 1

AGREED AIMS AND OUTCOMES OF THE SECTION 75 ARRANGEMENT

- 1 The agreed aims of the Section 75 arrangements are:
 - 1.1 improving the quality of the Services (including outcomes that are achieved from the provision of the Services);
 - 1.2 reducing inequalities between persons with respect to their ability to access the Services; and
- 2 reducing inequalities between persons with respect to the outcomes achieved for them by provision of the Services
The agreed outcomes of the Section 75 arrangements are:
 - 2.1 an improved health & wellbeing experience to all referred persons, Service Users and Carers, in all health, community and social care settings;
 - 2.2 focus on people's assets, not deficits in assessing and care planning, supporting people to help themselves and promoting health, wellbeing and independence;
 - 2.3 reduction in the frequency and necessity for emergency admissions and for care in hospital, residential and nursing home settings;
 - 2.4 more people enabled to access appropriate and effective services closer to home;
 - 2.5 improved satisfaction levels for workforce across health, community and social care settings;
 - 2.6 people enabled to live longer, healthier lives;
 - 2.7 increased numbers of persons with ability to self-manage; and
 - 2.8 improved information and signposting.

SCHEDULE 2

SERVICE SPECIFICATION

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SCHEDULE 3

SERVICE PAYMENT

See rider 2

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SCHEDULE 4

SERVICE USERS - DESCRIPTIONS

1 PART 1

People who are suffering from a severe or persistent mental health disorder, associated with a high level of mental distress, which impacts on their level of functioning in the community.

2 PART 2

2.1 People with a disability that has been developed before the age of 18, who have a need for ongoing social care case management and review and also meet the following criteria:

2.1.1 their needs are assessed as being complex*; and/or

2.1.2 their support needs, and carer's needs, are regularly changing requiring intervention and reassessment.

2.2 *Complex - it is difficult to completely define what complex needs are. The following characteristics would be expected

2.2.1 regular and significant challenging behaviour where the person is deemed to lack capacity

2.2.2 needs that will regularly change and require a swift response from qualified social work staff (this could be changes due to their condition, difficulties with managing their care with a high risk of provider breakdown)

2.2.3 People who require frequent or sustained intervention from Mental Health and/or Learning Difficulties health colleagues.

2.2.4 People that, due to the nature of their complex disability, are frequently in need of safeguarding interventions

3 PART 3

3.1 Children young people and their families where the child has a severe or substantial disability (i.e. a physical or mental impairment which has a substantial and long term adverse effect on a person's ability to carry out day to day activities) and specifically

- A severe or profound learning disability
- A severe physical disability.
- A substantial degree of visual impairment/moderate and severe hearing loss.
- A complex Autistic Spectrum Condition with severe learning difficulty, (a diagnosis of Autism or Autism Spectrum Condition does not itself meet the criteria for the service).
- A complex medical health condition, (for the youngest children with complex health needs or technological dependence there will usually be involvement from the Continuing Care Co-ordinator).

Children whose primary identified needs are emotional and behavioural difficulties, children/young people with mental health problems or attention deficit disorder (ADD) or attention hyperactivity disorder (ADHD) ARE NOT included within PART 3 of this Schedule .

The specialist social work and support services for children with disabilities within this PART 3 are prioritized for children with substantial levels of disability only. Children with more moderate disabilities will only be within this PART 3 where the family's circumstances or the multiple nature of the child's condition present real obstacles to their receiving appropriate services through other children in need services.

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SCHEDULE 5

PROCEDURES REGARDING WHO MAY BE CHARGED AND INFORMATION ABOUT CHARGES

- 1 The Council is not delegating to the Trust its functions under section 14 of the Care Act (function of making a charge for meeting needs) and section 17 of the Care Act (function of carrying out a financial assessment in relation to the making of the charge) in respect of meeting needs for care and support under sections 18 or 19 of the Care Act; or (b) its functions under regulations made under section 2(3) of the Care Act (function of making a charge for the provision, or arranging the provision, of services, facilities or resources or taking other steps under section 2(1) of the Care Act) and the agency arrangements described elsewhere in the agreement will apply instead. The Council retains the sole right to recover charges owing to it and write off debt

- 2 The Trust will:
 - 2.1 ensure appropriate business processes are in place to underpin application of all policies (e.g. pre-service financial requests are being sent);
 - 2.2 support review of policies and factsheets for charging as required;
 - 2.3 assist the Council in conducting any general charging policy consultation required;
 - 2.4 attend meetings, as required, with the Council to ensure full compliance with legislation and other matters;
 - 2.5 promote alternative access channels and speed of response;
 - 2.6 provide the public with high quality and user-friendly information on deferred payments, top-ups and charging;
 - 2.7 ensure staff attend training when any changes are made to controcc or liquid logic;
 - 2.8 provide information to the Assistant Director for Health and Care Outcomes on the numbers of referrals to the Council for financial assessment;
 - 2.9 promote the use of online care and financial assessment;
 - 2.10 ensure publication and circulation of all policies regarding fees and charges to all stakeholders;
 - 2.11 provide up-to-date fact sheets for easy access. ensure factsheets are updated annually (using information provided by the Council), to reflect changes;
 - 2.12 provide factsheets (using information provided by the Council) for easy access through the internet this must include (but is not limited to): deferred payments, top ups, charges for residential and non-residential clients and paying for charges;
 - 2.13 conduct any general charging policy consultation (in collaboration with the Council) required;
 - 2.14 ensure that all potential service users are informed there is a charge for care, and that Service Users have responsibilities in regards to paying for that care;
 - 2.15 will provide information to the Assistant Director for Health and Care Outcomes on the numbers of referrals to the Council for assessment;

- 3 The Trust will:
- 3.1 ensure the capacity of any client to deal with their financial affairs at the outset of dealing with the client and that a suitable representative is identified if the client does not have capacity;
 - 3.2 ensure the representative, where one exists, is aware of their financial responsibilities, i.e. if a service user, after assessment, is considered able to pay (either in full or in part) for care received, they will be expected to make those payments. if appropriate, the Trust will ensure the representative has power of attorney, or is a court-appointed deputy;
 - 3.3 work collaboratively with the Council on the implementation of legislative changes to charging and assessment;
 - 3.4 inform the Council (pfu) on any financial matters pertaining to client charging and debt recovery, relating to service users;
 - 3.5 promote the take-up of direct debits as the preferred means for clients to pay contributions;
 - 3.6 respond to Council requests as to the capacity of clients to deal with their own financial affairs;
 - 3.7 signpost individuals or their representatives to independent advocacy services and to independent financial advice.

- 4 The Trust will:
- 4.1 ensure the information on Liquid Logic is up to date, in relation to address of service user, date service user care started and date of death (where known). Liquid Logic should be updated within 5 Business Days of the notification;
 - 4.2 request pre-service financial assessment to enable completion of financial assessments ahead of service commencement;
 - 4.3 record details of financial agent;
 - 4.4 ensure that information relating to variations to and breaks in care services is gathered from care providers and is recorded promptly and accurately in liquid logic;
 - 4.5 ensure chargeable services are activated on Liquid Logic within a maximum of 5 Business Days post service commencement;
 - 4.6 ensure detail of service users and their third party top up support is entered into Liquid Logic for all top up cases within 5 Business Days of a client being placed in care and a third party agreement being made. This must include all relevant legal and financial documentation, which will highlight liability for payment and address, contact telephone and email address.

- 5 The Trust will:
- 5.1 hold meetings as required with the council, to ensure alleged financial abuse is acted upon through investigation;
 - 5.2 if a client does not have mental capacity, ensure the representative has power of attorney, or is a court-appointed deputy. Any instances where a service user does not have mental capacity and the suitable

representative has neither taken power of attorney nor is a court-appointed deputy should be referred to the safeguarding team;

5.3 as part of safeguarding vulnerable adults, identify any cases which trigger concern of financial abuse and raise a safeguarding alert in line with ASC Safeguarding Procedures.

6 The Trust will:

6.1 play an active role in the debt panel that convenes quarterly and is chaired by an officer of the Council;

6.2 provide evidence to support any review of any debt that is being presented to the Council panel;

6.3 respond promptly to information requests from the Council relating to debt recovery;

6.4 work with the Council to minimise the level of outstanding debt.

6.5 provide information to the Council to support decisions on debt recovery that this will include individual casework;

6.6 respond promptly to information requests from the Council, to enable debt to be recovered and correctly accounted for;

6.7 attend 'legal surgeries', where required, over and above the quarterly panel meetings, as a forum for discussing specific legal cases and agreeing next actions.

7 Support for the Client Finance Team

7.1 The Council's Finance Support Team is responsible for:

7.1.1 administering and co-ordinating the provision of direct payments to people who are eligible under the Care Act and who choose to receive their support in this way;

7.1.2 financial protection (appointeeship and Court of Protection);

7.1.3 providing a co-ordinated response to deaths in the community.

7.2 An overview of the processes is described in Appendix [] of the Specification.

7.3 The Trust will carry out the relevant procedural tasks and actions to enable the Council to administer direct payments, financial protection measures and responses to death in the community. Indicative arrangements are set out in paragraphs 74 and following but these will change from time to time in line with good practice and guidance

Direct Payments

7.4 The Trust's qualified social worker Staff will:

7.4.1 use professional judgement as to when it's best to involve the Council's Client Finance Support Team – generally the earlier the better;

7.4.2 provide full information to service users on the purpose of a direct payment, how it can be used ,and identify support on a care plan that is funded by a direct payment

- 7.4.3 involve the Council's client finance support team using the team referral process before the plan is finalised;
- 7.4.4 work collaboratively with the Council's Finance Support Team.

Financial Protection

- 7.5 The Trust's qualified social worker Staff will:
 - 7.5.1 where an individual is admitted to hospital or a residential setting and no next of kin has been identified, use professional judgment as to when it's best to involve the Council's Client Finance Support Team - generally, the earlier the better;
 - 7.5.2 make referral as soon as possible to avoid the individual incurring any debt;
 - 7.5.3 contact the Council's Client Finance Support Team to undertake a joint protection of property visit to collect information about the individual's finances;
 - 7.5.4 where an individual is assessed as lacking capacity to manage their own finances within the community and there is no other person willing or suitable to manage on their behalf use professional judgement on whether a referral to the Council's Client Finance Support Team is appropriate;
 - 7.5.5 complete a mental capacity assessment specifically in relation to the individual's ability to manage their finances and a referral (form FPT1) to the Council's Client Finance Support Team where necessary. The referral must have details of the national insurance number, bank account details and all incoming money and outgoing expenses as a minimum. This is especially important if the individual remains in the community as utility bills etc. will need to be known;
 - 7.5.6 where the individual has capital assets or a property, the Trust must give consideration as to whether an application will be necessary to the Court of Protection and complete the capacity assessment on a cop 3 form;
 - 7.5.7 request a pre-financial assessment via Liquid Logic at the earliest opportunity;
 - 7.5.8 work collaboratively with the Council on issues that arise both during and after the application;
 - 7.5.9 authorise any spending requested by the individual or their support workers.

Deaths in the community

- 7.6 The Trust's social worker Staff will:
 - 7.6.1 where a person dies within a community setting (i.e. residential home, hospital A&E department, at home or any other community setting) and there is no next of kin willing to undertake the funeral arrangements and no known assets, the social worker should use their professional judgement as to whether a referral to the Council Client Finance Support Team is necessary;
 - 7.6.2 enter the date of death on Liquid Logic.

SCHEDULE 6

CARE BUDGET FUND

1 Care Budget Fund

1.1 For the Financial Year 2018/19 the Care Budget Fund is £

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SCHEDULE 7

SUPPORT ARRANGEMENTS

PART 1

- 1 The Council is hosting professional standards support, hosting the IT Infrastructure, hosting support for the Case Management Application, and providing support where input and expertise from practitioners in the field of Mental Health cases may be needed. The Council holds the Care Budget Fund and the Case Management Application interfaces with the portal accessible to providers of services and this interface amongst other matters facilitates monitoring of the total spend by the Council not only those functions are delegated by this agreement]
- 2 The Council is retaining the responsibility for completing statutory returns and uses its business intelligence units to do this. The Trust will be able to access data via the business intelligence reporting as it will have its own software licences to do so which in turn will assist the Trust in delivering on its obligations.
- 3 Parts 2 – 5 of this Schedule 7 set out the way in which these support arrangements will function and interact.

PART 2

IT support

1 SUMMARY OF THE SERVICE

- 1.1 This Part 2 of Schedule 7 sets out the current interface and how that is to be provided in Financial Year 2018/2019. In subsequent years the Council and the Trust will review with the input of appropriate officers including those officers actively involved at the Council providing IT Support. For the purposes of this Part 2 of Schedule 7, the IT Support Service is referred to as the "Digital Service" or just "Digital".
- 1.2 The aim of the Digital Service is:
 - 1.2.1 to provide IT Support for the applications listed in the Service Specification; and
 - 1.2.2 to respect and safeguard confidentiality of data and equipment in accordance with the Council's Information Security Policy, the Data Protection Act 1998 and other relevant legislation.

2 SERVICE SPECIFICATION

- 2.1 The list of services to be provided as part of Business as Usual is set out in the table at paragraph 11 of this part 2 of this schedule.
- 2.2 The following sections describe in more detail the functions carried out by Digital.

3 PROVISION OF LIQUIDLOGIC ADULTS

- 3.1 Backups
 - 3.1.1 Digital to ensure backups of Liquidlogic Adults data and infrastructure are taken on a regular basis. These will be held on-site and off-site.
 - 3.1.2 Maintenance.

- 3.1.3 Digital will undertake regular maintenance of Liquidlogic Adults. This can include:
 - 3.1.3.1 software upgrades undertaken by third-party suppliers;
 - 3.1.3.2 Windows Updates;
 - 3.1.3.3 hardware configuration (memory/disk space/CPU's etc); and
 - 3.1.3.4 network/firewall changes.
- 3.1.4 Details of Planned Maintenance will be shared in advance and the date/time of any outages required will be agreed.
- 3.1.5 Unplanned Maintenance may be required at very short notice and Digital will use reasonable endeavours to inform the Trust as soon as possible and report back progress at regular intervals
- 3.1.6 During outages (planned or otherwise) a copy of the LIVE application will normally be made available with data as of the previous day. This is for read-only purposes and any information recorded in it will be lost the next time it is copied over. Digital is not responsible for such loss of data and all Liquidlogic users (including the Trust) must ensure that they do not update this read-only system.
- 3.2 Business Continuity
 - 3.2.1 Digital will maintain an emergency system (known as Offline Liquidlogic) for DASS that is independent of the main Liquidlogic infrastructure that will allow, in extreme circumstances, for key information to be made available on request to DASS until such times that the normal service is resumed.
 - 3.2.2 The Trust is to ensure that they make suitable arrangements so that their staff can still provide basic services in the event that Wirral's systems are available but the Trust staff cannot access them.
- 3.3 Integration
 - 3.3.1 Allow Liquidlogic Childrens users to be able to search for Adults in the Liquidlogic Adults database.
 - 3.3.2 Allow ContrOCC Adults users to integrate with the Liquidlogic Adults database.
 - 3.3.3 Integration with externally hosted system e.g. Marketplace by Oxford Computer Consultants.
- 3.4 Out of Scope
 - 3.4.1 Access to the Wirral Intranet.
 - 3.4.2 Offline Liquidlogic emergency system for Adults which cannot be made available on PC's not on the Wirral network.
 - 3.4.3 Direct access to the Liquidlogic Childrens and ContrOCC Childrens systems

3.4.4 Access to any historical archived systems e.g. Swift / ESCR.

3.4.5 Access to any other Wirral applications not part of the Liquidlogic Adults delivery

The following sections describe in more detail the functions carried out by IT Services.

4 DESKTOP PC AND LAPTOPS

4.1 IT equipment will be installed and supported by the Trust's IT Department

4.2 Any persons requiring access to the Council's network for service provision will be provided with Wirral equipment and a Wirral domain account for this purpose

5 POINTS OF CONTACT

Digital Service Desk – 0151 666 4080

Hours of service: Monday to Friday: 8:00 – 17:00 (subject to the Council's working arrangements) Saturday and Sunday and public holidays and enforced unpaid leave: Closed Messages can be left outside these times for action the next working day.

All calls will be allocated a unique reference number and users are able to track the progress of their calls via the "E-Log a job" portal

Application specific issues should be logged directly with the mid office Liquid Logic team (see support arrangement in Part 3 of this Schedule) via the E-Log a job portal

Work required outside normal working hours will be charged in accordance with HR policy on out of hours working.

6 FAULT RESOLUTION

6.1 Outline of Support Process

6.1.1 All requests for assistance should first be logged with the Digital Service Desk which will manage the calls to resolution. Calls will be categorised as either Incidents or Service Requests (Tasks). In general, resolution of incidents takes precedence over fulfilment of Service Requests (Tasks).

6.1.1.1 Incidents. An Incident is where an error or disruption to an existing service has occurred that requires resolution to enable normal working to continue. Incidents are allocated priorities according to the business impact and urgency of the situation.

6.1.1.2 Service Requests (Tasks). Requests for a service such as installing a new computer, providing access to a computer application or installing a software application for a user.

6.1.2 Digital Support comprises four main elements:

6.1.2.1 First line support (entry point) – Digital Service Desk provides the first line support and they can be contacted by Support Portal or telephone.

6.1.2.2 Second line support – If first line supports are unable to resolve the fault the call will be passed to second or third line support depending on the nature of the fault.

6.1.2.3 Third line support – The third line teams include technical specialists who are responsible for development of IT Services. Third line support will resolve in-depth support issues which cannot be resolved by first and second line teams.

6.1.2.4 Fourth line support – Where the support will be provided by a 3rd party or by an outside agency.

7 SERVICE AVAILABILITY AND RESPONSE TIMES

7.1 Digital will aim to have 99% service availability.

7.2 The priority given to an incident is determined by a combination of its impact and urgency.

7.3 The definitions below are used to establish the priority.

Severity	Description
Priority 1	Complete loss of Network or Major application and no work around available
Priority 2	Partial loss of Network or Major application but with some work around available
Priority 3	Low Priority incidents
Priority 4	Service requested
Priority 5	Lowest priority requests and project initiations

8 INCIDENT RESPONSE AND RESOLUTION

8.1 Response and resolution times will be on a reasonable endeavours basis according to the priorities the incident listed below. It is important to note that these are maximum times rather than standard or normal times and that all incidents will be resolved as quickly as possible. The times relate to the normal service hours of the Digital Service Desk, i.e. from 8:00 to 17:00 Monday to Friday.

Severity	Maximum Response Time	Target Fix
Priority 1	15 minutes	9 hours
Priority 2	2 hours	18 hours
Priority 3	6 hours	45 hours
Priority 4	18 hours	By negotiation
Priority 5	45 hours	180 hours

- 8.2 The Maximum Response Time for Service Requests and Project Initiations can include investigation and research by IT services or 3rd party providers.

9 RESPONSIBILITIES OF BOTH PARTIES:

- 9.1 This section sets out the key responsibilities for Digital and the Trust.

9.2 Digital will:

- 9.2.1 take responsibility for provision of the it infrastructure, e.g. servers, LAN, WAN and internet connections;
- 9.2.2 provide access to the Digital Service Desk within advertised hours;
- 9.2.3 reserve the right to take systems out of service for upgrades and other changes if necessary as outlined in the Digital Services Change policy. This will be agreed with the Trust & communicated by the Line of Business Manager for Digital;
- 9.2.4 publicise the proposed downtimes for all services for customers' reference as outlined in Digital Services Change policy. This information will be communicated by the line of business manager for digital;
- 9.2.5 inform the Trust customers (named contact) and other people likely to be affected by serious faults affecting services. This information will be communicated by the Line of Business Manager for Digital;
- 9.2.6 ask that changes to major IT services provided go through the ICT change management process;
- 9.2.7 install operating system and application security patches in a timely manner;
- 9.2.8 provide software and hardware so that critical data which is held on the network is backed up;
- 9.2.9 provide systems and services in accordance with the Council's IT Security Policy.
- 9.2.10 establish that all support activity is completed within the Council's Health and Safety requirements;

9.3 The Trust will:

- 9.3.1 provide feedback to Digital Services on Customer Service requirements;
- 9.3.2 provide a specific contact to receive the communications from the Line of Business manager for Digital;
- 9.3.3 follow the appropriate procedures for contacting the Digital Service Desk in order to receive the levels of service specified in this document;
- 9.3.4 when requesting services from Digital, provide a named contact that has the necessary authority to make decisions about the work;
- 9.3.5 conform to the Council's Information Security Policy;

- 9.3.6 provide reasonable access to support IT staff in order for them to complete their work to meet service level targets. Inability to give reasonable access may result in requests being delayed or closed;
- 9.3.7 provide reasonable resources to help with testing of service changes when asked.
- 9.3.8 notify Digital Services in advance of events or requirements that might require a higher than normal level of support - BUSINESS CASE REQUIRED;
- 9.3.9 notify Digital in advance of any event likely to affect service availability (e.g. electrical power down);
- 9.3.10 ensure that all support activity requested is within the Council's Health and Safety requirements;
- 9.3.11 SIGN OFF CONTACT FOR User Acceptance Testing (UAT);
- 9.3.12 make staff available for UAT in accordance with the requirements of IT Services.

9.4 Additional work outside of the scope of this Part 2 will be charged based on the following:

Role	Daily rate	Half day rate
Project Manager		
Information Security Officer		
IT Officer		

10 CONTACT DETAILS

10.1 The Trust's main contact details

Post: Managing Director

Address xxxxx

xxxxx

xxxxx

xxxxx

Telephone xxxxx

10.2 Digital main contact details

Post: (Chief Information Officer)

Address Treasury Link Building

Cleveland Street

Birkenhead

CH41 6BU

Telephone

0151 666 3029

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System ID	Application Name	Description	Platform	Information Asset Owner
1 DIGITAL Core Services	Data Networks (WAN/LAN)	Corporate Wirral Network	Communications	DIGITAL Infrastructure Manager
2 DIGITAL Core Services	Storage	Corporate Storage Area Network	Hardware	DIGITAL Infrastructure Manager
3 DIGITAL Core Services	Server Infrastructure (VMware/Windows)	Windows Virtual Server Farm	Hardware	DIGITAL Infrastructure Manager
4 DIGITAL Core Services	Service Infrastructure (UNIX)	Unix Servers	Hardware	DIGITAL Infrastructure Manager
5 DIGITAL Core Services	Storage Backup/Restore	All DIGITAL disaster recovery files and processes	Hardware/ Software	DIGITAL Infrastructure Manager
1. DIGITAL Supporting Services	Internet Services	Council Website and Associated Services	Communications	Line of Business Manager
1. Application Services	Liquidlogic Adults	Social Care Application	Hardware/ Software	DASS Manager
2. Application Services	ContrOCC Adults	Social Care Financial Application	Hardware/ Software	DASS Manager
3. Application Services	E-Log a job	Helpdesk web portal	Hardware/ Software	DIGITAL Applications Manager

PART 3

Liquid Logic assistance

1 OVERVIEW

This Part 3 sets out the roles and responsibilities for the Core Services provided by the Council's Systems Management Team. These services provide specific support for staff and departments.

2 GLOSSARY

2.1 Helpdesk – Systems Support Team, Adults – Liquidlogic & ContrOCC;

2.2 User/Customer – Staff member using Information Systems;

2.3 LL – Liquidlogic;

2.4 ContrOCC – Oxford Computer Consultants;

2.5 Autonomy – Online services linked to Liquidlogic & ContrOCC

2.6 External URL (Uniform Resource Locator) – External website link

3 CORE SERVICES

3.1 Core Services form a standard overall Systems Service for the organisation to manage, convert, store, protect, process, transmit and retrieve information securely.

3.2 Core Services provided by Systems Management are:

3.2.1 **Authentication:** Privileged Accounts, Generic Identities, External User Access, Password Allocation, Account Activation, Movers & leavers.

3.2.2 **Software:** Standard Liquidlogic & ContrOCC Application.

3.2.3 **Application Development:** Data exports; Maintenance plans Inc. Data Cleansing; Configuration Management; Change Management; Release Management; Problem Management; Process Design; forms; documents; templates; alerts; optional settings; tray management.

3.2.4 **Helpdesk:** Software Support Requests relating to Liquidlogic & ContrOCC Application; Account Management; Access Control; Telephone Support; Incident Management (pertaining to core services); Software fault resolution (standard software and operating systems); Desk-side Support; Remote Support.

3.2.5 **Training:** Training Programme; Training Delivery; Training Material.

3.2.6 **Reporting:** Standard and bespoke.

3.2.7 **Security:** To use the information systems securely and ensure that access is controlled to specific areas.

3.2.8 **Project Services:** Project Management; Planning; Worksteams; Financial Planning.

- 3.2.9 **Information Governance:** Process & Procedure; Asset Management; Access Control & Security; Audit; Compliance; Continuity Management.
- 3.2.10 **Licencing:** Wirral Council retain the license of the Liquidlogic Software; Wirral Council will allow authorised access to use the Adults Social Care functionality only; Wirral Council will maintain adequate security measures to safeguard the systems data.
- 3.2.11 **Backup/Restore:** Provision of current and up to date backups and the ability to retrieve lost, deleted or previous versions of files.
- 3.2.12 **Scan & Printing:** Ability to print information or scan information into Liquidlogic & ConroCC.
- 3.2.13 **Internet:** Ability to access Adults Liquidlogic via the Internet; Online Services Management.

4 USER ACCESS

4.1 User Access Policy

- 4.1.1 Access to Liquidlogic & ConroCC will be maintained in line with the User Access Policy.

4.2 New User Request

- 4.2.1 A request for access to Liquidlogic or ConroCC must be submitted using the online 'Apply for a Liquidlogic or ConroCC account' electronic form. On receipt of the electronic form the Helpdesk will check with the identified line manager that access levels applied for are commensurate with the role of the individual.
- 4.2.2 A record of all access rights is maintained within Liquidlogic and system reports will be available to identify current users and their allocated privileges.
- 4.2.3 Access will not be granted until the authorisation process is completed. Post authorisation access will be initially granted as 'Read-Only' pending attendance at a mandatory systems induction course, upon completion of this course the account will be activated as 'Read-Write' where appropriate. The Systems Support Team will aim to set up and train all new users within 5 working days from the date a new user request form is submitted.

5 MOVERS AND LEAVERS

- 5.1 If a user moves teams it is the manager's responsibility to report the move via the Helpdesk. Once a job has been logged, the support team will rebuild the profile in the new team. It is the losing manager's job to reassign any work prior to logging the job.
- 5.2 If a user is leaving and no longer requires access then it is the Manager's responsibility to contact the Helpdesk to close down the account. All tasks in the leavers work tray are the responsibility of the Line manager to reassign prior to the account closure.

6 HELPDESK

- 6.1 Aim & Objectives

6.1.1 To provide system support to the user for Liquidlogic & ContrOCC. This covers all issues and incidents relating to user access, system processes, case recording, amendments, errors, administration and configuration.

6.2 Hours of Operation

The Liquidlogic & ContrOCC Helpdesk is open during normal office hours and is closed during weekends and bank holidays unless prior arrangements for support have been made via a separate Operational Level Agreement (OLA).

Monday - Friday	09:00hrs – 17:00hrs
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6.3 Contact Method

6.3.1 All support calls should be logged electronically via the e-log a job system.

E-Log a Job	Awaiting IT confirmation
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6.3.2 A unique reference is allocated and an automatic confirmation email is sent to the user.

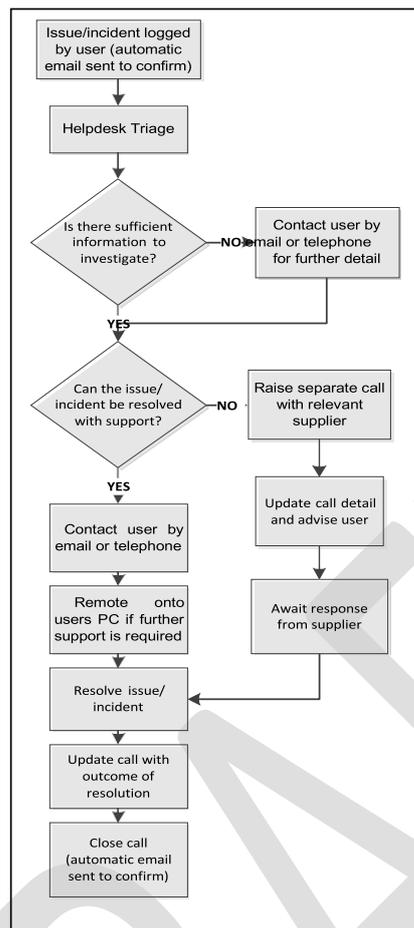
6.3.3 Direct contact can be made with the Systems Support Team regarding any other issues.

Telephone	0151 666 3656
Email	systemssupportteamdass@wirral.gov.uk

6.4 Incident Reporting

Requests for support logged via the e-log a job system are categorised based on the issue/incident subject. These categories are pre-defined for the user to select when logging the call. They must provide their email address, contact telephone number, description of the issue/incident and detail which record this relates to.

6.5 The call will then be assigned to a dedicated Training, Helpdesk and Systems Support Officer who will follow the below process:



6.6 Target Resolution

6.6.1 The Helpdesk aim to provide the following target resolution timescales:

6.6.1.1 2 Hours – standard response and investigation/ support

6.6.1.2 4 Hours – full resolution of issue/incident

6.6.2 These timescales can only be achieved for issues/incidents that are resolvable by an administrator/member of the Systems Support Team.

6.6.3 If the issue/incident has to be referred to the system supplier for resolution, the timescale will vary depending on the work required to resolve.

6.6.4 If the user who has raised the call is not available to provide a response following investigation of the issue/incident or the full required details are not provided as part of logging the call, this will delay the resolution timescale.

6.7 Reporting

6.7.1 On a monthly basis a summary report of all Helpdesk calls will be provided which details the following:

- 6.7.1.1 Total number of calls
- 6.7.1.2 Total number of calls per category
- 6.7.1.3 Total number of calls per team
- 6.7.1.4 Total number of calls per user
- 6.7.1.5 Total resolution time per call
- 6.7.1.6 Average resolution time

7 TRAINING

7.1 Aim & Objectives

7.1.1 To provide appropriate training to all users on the use of Liquidlogic & ContrOCC relevant to their role to ensure an adequate understanding of the system requirements to fulfil their duties.

7.2 Training Programme

7.2.1 A full rolling training programme will be available to all users detailing the relevant training sessions available. The Systems Support Team will ensure the programme contains sessions covering the main functions and processes of the systems.

7.2.2 A standard online training request form will need to be submitted electronically to be allocated a place on a session.

7.2.3 An appointment will be sent via email with confirmation once a place has been allocated. This will detail the date, time and location of the session.

7.2.4 Additional training sessions can be developed and delivered on an ad-hoc basis following requests for the relevant manager and following approval for the Systems Support Team Manager.

7.3 Training Delivery

7.3.1 Training will be delivered by a Training, Helpdesk and Systems Support Officer either in a group session or on a 1:1 basis depending on number of delegates.

7.3.2 A dedicated training suite for the Systems Support Team to deliver training is currently available at the following location:

Conway Centre,

Conway Street,

Birkenhead

CH41 6JD

7.4 Training Materials

- 7.4.1 Bespoke user guides and video guidance will be available covering the main functions and processes for Liquidlogic & ContrOCC.
- 7.4.2 All user guides and video guidance will be updated following any configuration or process changes and will be reviewed following any system upgrades.
- 7.4.3 User guides and video guidance will be held in a central location for users to access and will be maintained by the Systems Support Team.

7.5 Reporting

- 7.5.1 On a monthly basis a summary report of all Training Sessions delivered will be provided which details the following:
 - 7.5.1.1 Training sessions delivered
 - 7.5.1.2 Detail of delegates attended
 - 7.5.1.3 Detail of non-attendance
 - 7.5.1.4 Feedback summary

8 UPGRADES

8.1 Roadmap Releases

- 8.1.1 On an annual basis, Liquidlogic & ContrOCC issue a roadmap containing details regarding upgrades and future releases.
- 8.1.2 Release notes are also distributed containing the relevant information on fixes enhancements future requirements and configuration changes/options.
- 8.1.3 These release notes will be reviewed by the Systems Support Team prior to planning and testing.

8.2 Planning & Testing

- 8.2.1 The Systems Support Team will plan and book the relevant slots with the supplier based on availability to upgrade the testing environments.
- 8.2.2 User Acceptance Testing will be conducted which will require involvement from end users covering all areas of the systems functions and processes.
- 8.2.3 Any enhancements and configuration changes will be thoroughly tested and will require approval/sign off in line with change control.

8.3 Live Upgrades

- 8.3.1 Following testing, the Systems Support Team will plan and book the relevant slots with the supplier based on availability to upgrade the live environment.

- 8.3.2 Live upgrades are usually completed during normal working hours and will require downtime.
- 8.3.3 Advance notice of service disruption will be provided along with a backup version of the live environment to be referred to during the downtime. This will be a 'read-only' system to support any urgent information requests.
- 8.3.4 The usual downtime to perform an upgrade is approximately 4 hours.

9 CHANGES

9.1 Communication

- 9.1.1 A briefing will be circulated by email to all users affected by any changes made to Liquidlogic or ContrOCC.
- 9.1.2 Consideration will be given to update any relevant training materials and further training needs may be identified. Additional training sessions may be added to the training programme.

10 AUTONOMY

10.1 Online Services

- 10.1.1 Service users are able to complete self-assessments online, financial assessments and submit these directly into Liquidlogic & ContrOCC.
- 10.1.2 These online services are accessible through the council website or via the following URL:

Online Services	http://www.wirral.gov.uk/health-and-social-care/adult-social-care
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- 10.1.3 A full implementation plan containing the detail regarding the roll out of any additional functionality will be provided.

10.2 Marketplace (Livewell)

- 10.2.1 The Marketplace is an online service directory which covers the Liverpool City Region (Wirral, Liverpool, Sefton, Knowsley & St Helens). It contains information on all support available from commercial and community sectors.
- 10.2.2 The MarketPlace is accessible through the council website or via the following URL:

MarketPlace	https://www.thelivewelldirectory.com
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10.3 Additional Modules

- 10.3.1 Additional modules have been purchased including a Brokerage Module and the Systems Support Team will be working to develop and implement these.

11 MONITORING ARRANGEMENTS

11.1 Performance

Monthly performance reports will be provided as referenced in this section relating specifically to the performance of the Systems Support Team services. Any requests for additional information outside of this Part 3 will need to be made to the Systems Support Team Manager.

12 LIAISON & ESCALATION ARRANGEMENTS

12.1 Liquidlogic User Group

12.1.1 On a bi-monthly basis a Liquidlogic User Group is held with members of the Systems Support Team and nominated officers from each team which will now include a nominated representative of the Trust using the system.

12.1.2 The group is a forum to discuss any system or business changes, system issues, Helpdesk, Training, Upgrades and any other business in relation to Liquidlogic.

12.2 Liaison

12.2.1 The Systems Support Team Manager will be the liaison officer in relations to Liquidlogic & ContrOCC.

12.3 Escalation

12.3.1 Any issues that require escalation regarding Liquidlogic or ContrOCC beyond the liaison officer should be raised with the Assistant Director of Integrated Care.

13 EXCLUSIONS

13.1 Emergency maintenance and issues relating directly to National Health Service Information Technology are excluded from the support the Council is agreeing to contribute.

SCHEDULE 8

NOT USED

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SCHEDULE 9

TUPE PROVISIONS

- 1 The Council and the Trust agree that:
- 1.1 the commencement of the provision of the Services will be a Relevant Transfer in relation to the Transferring Employees and the Trust will be the employer of the Transferring Employees; and
- 1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Council and the Transferring Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Trust and each such Transferring Employee.
- 2 The Council shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Council; and (ii) the Trust. The Council shall provide and where necessary update the Employee Liability Information for the Transferring Employees as required by the Employment Regulations. The Council shall warrant that such information is complete and as accurate as it is aware or should reasonably be aware as at the date it is disclosed and shall provide a final version of the complete and accurate list as at the Relevant Transfer Date to the Trust within 10 Business Days of the Relevant Transfer Date.
- 3 COUNCIL INDEMNITIES
- 3.1 Subject to paragraph 3.2, the Council shall indemnify the Trust against any Employee Liabilities in respect of any Transferring Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 3.1.1 any act or omission by the Council occurring before the Relevant Transfer Date or any other matter, event or circumstances occurring on or before the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Council before the Relevant Transfer Date of:
- 3.1.2.1 any collective agreement applicable to the Transferring Employees; and/or
- 3.1.2.2 any custom or practice in respect of any Transferring Employees which the Council is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing the Transferring Employees arising from or connected with any failure by the Council to comply with any legal obligation to such trade union, body or person arising before the Effective Date;
- 3.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- 3.1.4.1 in relation to any Transferring Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - 3.1.4.2 in relation to any employee who is not a Transferring Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Council to the Trust to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
 - 3.1.5 a failure of the Council to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Employees arising before the Relevant Transfer Date;
 - 3.1.6 any claim made by or in respect of a Transferring Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Employee relating to any act or omission of the Council in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Trust to comply with regulation 13(4) of the Employment Regulations.
 - 3.2 The indemnities in paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Trust whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
 - 3.2.1 arising out of the resignation of any Transferring Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Trust to occur in the period from (and including) the Relevant Transfer Date; or
 - 3.2.2 arising from the failure by the Trust to comply with its obligations under the Employment Regulations.
 - 3.3 The Council has identified the persons set out in Annex A as Transferring Employees and the Service Payment has been calculated taking their gross salary amongst other facts (including payments to agency staff and other temporary workers) into account.
- 4 TRUST INDEMNITIES AND OBLIGATIONS
- 4.1 Subject to paragraph 4.2, the Trust shall indemnify the Council against any Employee Liabilities in respect of any Transferring Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
 - 4.1.1 any act or omission by the Trust whether occurring before, on or after the Relevant Transfer Date;
 - 4.1.2 the breach or non-observance by the Trust on or after the Relevant Transfer Date of:
 - 4.1.2.1 any collective agreement applicable to the Transferring Employees; and/or

- 4.1.2.2 any custom or practice in respect of any Transferring Employees which the Trust is contractually bound to honour;
- 4.1.3 any claim by any trade union or other body or person representing any Transferring Employees arising from or connected with any failure by the Trust to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 4.1.4 any proposal by the Trust made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Employees to their material detriment on or after their transfer to the Trust on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 4.1.5 any statement communicated to or action undertaken by the Trust to , or in respect of, any Transferring Employee before the Relevant Transfer Date which has not been agreed in advance with the Council in writing;
- 4.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- 4.1.6.1 in relation to any Transferring Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
- 4.1.6.2 in relation to any employee who is not a Transferring Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Council to the Trust, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 4.1.7 a failure of the Trust to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Employees in respect of the period from (and including) the Effective Date; and
- 4.1.8 any claim made by or in respect of a Transferring Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Employee relating to any act or omission of the Trust in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Council's failure to comply with its obligations under regulation 13 of the Employment Regulations.
- 4.2 The indemnities in paragraph 4.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Council whether occurring or having its origin before, on or

after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Council's failure to comply with its obligations under the Employment Regulations.

4.3 The Trust shall comply with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, all its obligations in respect of the Transferring Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Council and the Trust.

5 During the period of these arrangements, the Trust shall provide to the Council any information the Council may reasonably require relating to the manner in which the Services are organised, which shall include:

5.1 the numbers of employees engaged in providing the Services;

5.2 the percentage of time spent by each employee engaged in providing the Services; and

5.3 a description of the nature of the work undertaken by each employee by location.

6 EMPLOYMENT EXIT PROVISIONS

6.1 This Agreement envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part (**Subsequent Transfer**). If a Subsequent Transfer is a Relevant Transfer then the Council or Replacement Service Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.

6.2 The Trust shall procure that any Sub-Contractor shall on receiving notice of termination of this Agreement or otherwise, on request from the Council and at such times as required by TUPE, provide in respect of any person engaged or employed by the Trust or any Sub-Contractor in the provision of the Services, the Trust's Provisional Staff List and the Staffing Information together with any additional information required by the Council, including information as to the application of TUPE to the employees. The Trust shall notify the Council of any material changes to this information as and when they occur.

6.3 At least 28 days prior to the Service Transfer Date, the Trust shall procure that any Sub-Contractor shall prepare and provide to the Council and/or, at the direction of the Council, to the Replacement Service Provider, the Trust's Final Staff List, which shall be complete and accurate in all material respects. The Trust's Final Staff List shall identify which of the Trust's and Sub-Contractor's personnel named are Relevant Employees.

6.4 The Council shall be permitted to use and disclose the Trust's Provisional Staff List, the Trust's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Service Provider for any services that are substantially the same type of services as (or any part of) the Services.

6.5 The Trust warrants to the Council [and the Replacement Service Provider] that the Trust's Provisional Staff List, the Trust's Final Staff List and the Staffing Information (**TUPE Information**) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Trust's Final Staff List.

6.6 The Trust shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.

6.7 Any change to the TUPE Information which would increase the total employment costs of the staff in the six months prior to termination of this Agreement shall not (so far as reasonably practicable) take place

without the Council's prior written consent, unless such changes are required by law. The Trust shall procure that any Sub-contractor shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.

[6.8](#) In the six months prior to termination of this Agreement, the Trust shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff listed on the Trust's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees without the Council's prior written consent.

[6.9](#) The Trust shall indemnify and keep indemnified in full the Council [and at the Council's request each and every Replacement Service Provider] against all Employment Liabilities relating to:

[\(a\)](#) any person who is or has been employed or engaged by the Trust or any Sub-Contractor in connection with the provision of any of the Services; or

[\(b\)](#) any trade union or staff association or employee representative,

6.10 arising from or connected with any failure by the Trust and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.

[6.11](#) The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.

6.12 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any Replacement Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Service Provider by the Trust or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

[6.12](#) It is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

SCHEDULE 9 - ANNEX A

TRANSFERRING EMPLOYEES

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SCHEDULE 10

PENSION PROVISIONS

1 PENSION PROVISIONS

1.1 The Trust and the Council shall, comply with the pensions provisions in paragraph 2 to paragraph 7 of this Schedule, which, in the event of any inconsistency or conflict, shall take precedence over any other provision in this Agreement.

1.2 The provisions of paragraphs 2 to 7 shall be directly enforceable by an affected employee who will be an Eligible Employee only against the Trust and the parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Trust under those paragraphs in his own right under section 1 of the Contracts (Rights of Third Parties) Act 1999.

2 PARTICIPATION IN THE SCHEME

2.1 The Trust undertakes to enter into the Admission Agreement.

2.2 The Council undertakes to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Trust to participate in the Scheme in respect only of the Eligible Employees The Trust shall bear its own costs in connection with the negotiation, preparation and execution of documents to facilitate the Trust participating in the Scheme.

2.3 The Council will have a right to set off against any payments due to the Trust under the terms of this Agreement an amount equal to any overdue employer and employee contributions and other payments including interest due from the Trust under the Admission Agreement

2.4 The actuarial cost of determining the contribution rate for the Trust under the Admission Agreement is to be met by the Council

2.5 The Trust will:

2.5.1 maintain such documents and information as is reasonably required to manage the pension rights of any person employed by the Trust including the Eligible Employees on any onward transfer of such persons on the expiry or termination of these arrangements

2.5.2 promptly provide to the Council such documents and information as the Council or the Administering Authority may reasonably request in advance of the expiry or termination of these arrangements and will

2.5.3 fully co-operate with the reasonable requests of the Council and/or the Administering Authority relating to any administrative tasks necessary to deal with the pension rights of the Eligible Employees

3 FUTURE SERVICE BENEFITS

3.1 The Trust shall procure that the Eligible Employees, shall be admitted into, or offered continued membership of, the Scheme that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Trust shall procure that the Eligible Employees continue to

accrue benefits in accordance with the provisions governing the Scheme for service from (and including) the Relevant Transfer Date.

- 3.2 The Trust undertakes that should it cease to participate in the Scheme for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Council, provide to any Eligible Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the administering authority of the Scheme in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Scheme at the relevant date.

4 FUNDING

- 4.1 The Trust undertakes to pay to the Scheme all such amounts as are due under the Admission Agreement and shall deduct and pay to the Scheme such employee contributions as are required by the Scheme.
- 4.2 The Trust shall indemnify and keep indemnified the Council on demand against any claim by, payment to, or loss incurred by, the Scheme in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Trust to or in respect of the Scheme.
- 4.3 The Scheme is deemed to be fully funded as at the Effective Date and the Council will be responsible for any underfunding prior to the Effective Date. Any underfunding will be established by the actuarial valuation of the Scheme at the date the Trust enters into the Admission Agreement in respect of the Eligible Employees. The arrangements for payment by the Council to the Scheme for that underfunding if any will be agreed between the Council and the Administering Authority
- 4.4 At the expiry of these arrangements or their earlier termination the Trust will obtain or procure that the Administering Authority obtains at the cost of the Trust an actuarial valuation of the Scheme (or revised version of it). If the Trust has to pay any contribution to the Scheme representing any deficit ("Exit Contribution") the Council will repay to the Trust the full amount of the Exit Contribution except so far as stated in 4.5. The reimbursement due if any will be made within 28 Business Days of the relevant actuarial valuation being completed.
- 4.5 The Trust accepts responsibility for any contribution or payment required as part of any Exit Contribution to the extent that it specifically results from one or more of the following:
- 4.5.1 the grant by the Trust of early retirement requests for Eligible Employees under Regulation 30 of the Pension Regulations;
 - 4.5.2 granting an augmentation of benefits to any Eligible Employee in relation to the Scheme;
 - 4.5.3 the reduction or waiver of any contribution due from an Eligible Employee
 - 4.5.4 the award of pay increases to Eligible Employees;
 - 4.5.5 the termination of any employment contract of any Eligible Employee by reason of redundancy or in the interests of efficiency under Regulation 30(7) of the Pension Regulations or otherwise allowing an employee to retire on those grounds;
 - 4.5.6 bringing the deferred or active benefit of an Eligible Employee into payment through consent to retiring voluntarily on or after the age of 55;

4.5.7 exercising any discretion to extend any statutory time frames;

4.5.8 waiving any reduction to benefits.

5 CONTRIBUTION RATES

The Trust shall pay to the Administering Authority the contributions required for the Eligible Employees

6 INDEMNITY IN RESPECT OF ELIGIBLE EMPLOYEES

The Trust undertakes to the Council to indemnify and keep indemnified the Council on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Eligible Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under the Scheme.

7 SUBSEQUENT TRANSFERS

The Trust shall:

7.1 not take any action that adversely affects the pension rights accrued by any Eligible Employee under the Scheme in the period beginning on the Relevant Transfer Date and ending on the date of the relevant future transfer;

7.2 provide all such co-operation and assistance as the Scheme and the Replacement Provider and/or the Council may reasonably require to enable the Replacement Provider to participate in the Scheme in respect of any Eligible Employee and to give effect to any transfer of accrued rights required by law; and

7.3 for the period either

7.3.1 from the date on which notice (for whatever reason) is given, in accordance with the other provisions of these arrangements, to terminate them, or, if earlier,

7.3.2 from the date which is one (1) year prior to the date of expiry of these arrangements,

ensure that (i) no change, is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Provider or the Council, (ii) no category of earnings which were not previously pensionable are made pensionable and (iii) the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Council (such approval not to be unreasonably withheld). This sub-paragraph 7.3 shall not apply to any change made or occurring as a consequence of participation in an Admission Agreement.

SCHEDULE 10 - ANNEX B

ADMISSION AGREEMENT

Insert

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SCHEDULE 11

NOT USED

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SCHEDULE 12

TRUST PREMISES

DRAFT

SCHEDULE 13

COUNCIL PREMISES

PART 1

The area shown edged red on the Licence Plan which comprises part of Millennium Centre, Leasowe (the "Building") ***[Await floor plans. Check include the office space and meeting rooms and shared space].***

PART 2

Licence for Council Premises

"Authorised Use" use for the accommodation of staff providing the Services.

["Designated Hours" means Monday – Friday [] or such other hours or days as may be agreed between the parties from time to time]

"Licence Fee" means one peppercorn if demanded which includes for the avoidance of doubt general waste removal environment cleaning window cleaning security lighting heating provision of water electricity and drainage general maintenance and maintenance for statutory compliance ***[Await Instructions]***

"Licence Plan" means the plan attached in this Schedule

- 1 **"Shared Space"** means the area shown hatched black on the Licence Plan which the Tenant may use in common with the Council ***[Ensure toilets kitchen meeting rooms and car parking areas are hatched black on Plan]*** Subject to the Trust observing the terms of this Licence so far as to be observed and performed by them and paying the Licence Fee the Council permits the Trust to use the Council Premises and the Shared Space during the Licence Term for delivery of the Services for the period from the Effective Date for the Term ("Licence Period")
- 2 The Council permits the Trust to occupy the Council Premises [during the Designated Hours] to gain access to and egress from the Council Premises and use all services servicing the Council Premises.
- 3 The Trust must keep the Council Premises clean and tidy and clear of rubbish and leave them in a clean and tidy condition and free of furniture equipment goods and chattels at the end of the Licence Period [however it is accepted that the Trust shall not be expected to put the Council Premises in any better condition than evidenced in the attached schedule of condition.]
- 4 Signs and notices shall not be placed on the outside of the Council Premises without the written consent of the Council (such consent not to be unreasonably withheld or delayed).
- 5 The Trust must use the Council Premises only for the Authorised Use [during the Designated Hours]. If use is refused outside the Designated Hours the Council shall be notified and ensure that the council Premises are made available to the Trust. ***[Await confirmation from the Council re: procedure and hours etc.]***
- 6 The Trust must not knowingly do anything that will or might constitute a breach of any statutory requirement affecting the Council Premises or that will or might vitiate any insurance effected in respect of the Council Premises from time to time.
- 7 The Trust must indemnify the Council and keep the Council indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from its occupation of the Council

Premises and any breach of any of the terms of this Licence or the exercise or purported exercise of any of the rights given to it to occupy the Council Premises.

8 The Trust will not obstruct any common areas within the Building and will comply with any reasonable regulations applicable to the use of the Council Premises and the building they form part of including regulations relating to access hours security and parking arrangements and which have been notified to the Trust.

9 Permission to occupy the Council Premises is personal to the Trust and not assignable and the permission is exercisable only by the Trust and its employees

10 The Council is not liable for any damage to any property of the Trust or its employees and/or customers or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by them in the exercise or purported exercise of the permission to occupy the Council Premises for the purposes of the Services.

11 The Trust will not carry out any alterations or additions to the Council Premises

12 The Trust will make good any damage caused by it to the Council Premises in the course of the Licence Period.

13

13.1 The Council may determine the Licence of the Council Premises at any time upon serving not less than 6 months prior written notice on the Trust. If notice is served the Trust will vacate the Council Premises and give up vacant possession of them on or before the date required by the Council.

13.2 The Council may require the Trust to locate to alternative (but reasonably comparable and suitable) space within the Building as the Council Premises by serving not less than 6 weeks' prior written notice on the Trust and if so notified the Trust will comply with that requirement.

14 The Trust acknowledges that:

14.1 it is occupying as licensee and no relationship of landlord and tenant is created by this Licence;

14.2 the Council has control possession and management of the Council Premises and the Trust cannot exclude the Council from the Council Premises.

15 When this Licence ends it will end without affecting the rights to the Council or the Trust in respect of any antecedent breach.

16

16.1 Subject to paragraph 16.2 of this Schedule 13 the Council is not liable for damage to any property of the Trust or the Trust's employees or invitees to the Council Premises nor for the death or injury of any employees or invitees of the Trust to the Council Premises nor any losses claims demands actions proceedings damages costs expenses or other liability incurred by the Trust or their employees or invitees to the Council Premises in the exercise or purported exercise of any rights granted by this Licence.

16.2 Nothing in 16.1 limits or excludes the Council's liability for

16.2.1 death or personal injury or damage to property caused by negligence on the part of the Council its employees or agents; or

16.2.2 any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

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SCHEDULE 14

COUNCIL ASSETS

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SCHEDULE 15

INFORMATION SHARING PROTOCOL

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SCHEDULE 16

PROVISIONAL EXIT ARRANGEMENTS

- 1 On exit of these arrangements the Parties will keep as their priority objective a smooth transfer for Service Users.
- 2 The Parties will work in the first 6 months of this Agreement to produce an exit plan that addresses the following key areas. This exit plan will also serve as a template for a Succession Plan.

Key Area	Responsible for Area Trust	Responsible for Area Council	Lead in period needed for task	Time for completion	Sign off process
Key officer contacts supplied for areas to be addressed on exit including employees data protection issues Service User Communications	x	x			
Service User Information accurate and can be transferred in an appropriate format to ensure service continuity	x				
Employee Liability information for TUPE supplied accurately	x				
Equipment inventory done	x				
Office accommodation	x	x			
Communications handling with Service Users	x	x			
Communications with external bodies	x	x			
Legal cases outstanding reviewed for whether proceedings to be transferred					
Outstanding payments due either way					
System access lockdown process					
Data transfer structured/ unstructured					
Future operating model if relevant					

Key Area	Responsible for Area Trust	Responsible for Area Council	Lead in period needed for task	Time for completion	Sign off process
Outstanding complaints by Service users Ombudsman M.Ps	x	x			

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SCHEDULE 17

PROTOCOLS FOR ACCESS TO CASE MANAGEMENT APPLICATION

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SCHEDULE 18

GOVERNANCE BOARD

- 1 The Council will coordinate a partnership Governance Board to oversee the delivery of integrated care as envisaged by this Agreement across Wirral .The Governance Board is not a contract monitoring group and does not input into the day to day working of this Agreement.
- 2 The Governance Board will receive reports and may make recommendations to the Parties to this Agreement
- 3 The Board will be chaired by the Council's Cabinet portfolio holder for Adult Social care.
- 4 The Board will comprise:
 - 4.1 from the Council:
 - 4.1.1 Chair (as above)
 - 4.1.2 AD Health and Care Outcomes
 - 4.1.3 Principal Social Worker
 - 4.1.4 Senior officer for Safeguarding
 - 4.1.5 AD Adult and Disability Services (Delivery)
 - 4.2 from the Trust
 - 4.3 from the CCG - Director of Quality and Patient Safety
- 5 The Governance Board shall hold its first meeting within 2 months following transfer, and shall meet quarterly as a minimum.
- 6 The Governance Board shall agree Terms of Reference at its first meeting.
- 7 The Governance Board reports to the Wirral Health and Wellbeing Board.
- 8 The purpose of the Governance Board is:
 - 8.1 to check quality of service user experience is improved compared to pre-integration; and
 - 8.2 to consider quality of service outcomes.

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Service Specification

Service	Delivery Unit - All Age Social Care Assessment & Support Planning <i>(including Complex Disability and Mental Health)</i>
Commissioner Lead	Wirral Council
Period	5 years subject to earlier termination

This specification outlines the delivery of all age disability and adult mental health social care assessment and support planning, and is laid out as follows

Section 1 Gives a general overview of adult and children’s social care and the statutory responsibilities and recent background.

Section 2 Describes the range of teams and services undertaking assessment and support planning and also any additional, unique or enhanced duties pertaining to those services, above and beyond those outlined in the opening specification. It also describes a number of enabling services whose functions are to support the assessment and support planning functions.

Section 3 Describes the Integrated Commissioning Hub, Middle Office and Back Office enabling services.

Section 4 Describes the arrangements for managing the allocation of contracted services to meet the needs of the overall service. This section also describes the requirement for delivery of efficiencies throughout the lifetime of the contract.

Section 5 Describes areas requiring further service development and the rationale for this along with timescale and milestones.

Section 6 Describes the Aims, Objectives and Outcomes.

Section 7 Sets out the expectations of Quality, Performance and Productivity together with Baseline Performance targets.

Appendix A - Statutory Duties, Legislation and Policy

Appendix B – Assessment, Review & Support Planning (Adults)

Appendix C – Safeguarding

Appendix D - DoLS Guidance (Adults)

Appendix E – Adult Social Care Professional Standards

Appendix F - Evidencing Social Care Standards

Appendix G - Multi Agency Safeguarding Hub

Appendix H - Professional Standards Lead

Appendix I - MCA & MHA Lead

Appendix J - Civil Contingencies

Appendix K - Emergency Planning

Appendix L - Mental Health

Appendix M - Client Finance

Appendix N- Emergency Duty Team

Appendix O - Children and Young People Aged 0-25 with Special Educational Needs and Disabilities

Appendix P - Deprivations of Liberty (children and young people)
Appendix Q - Children's Services Policies, Values and Principles
Appendix R - Managers Practice Standards (children's)
Appendix S – Integrated Front Door (IFD) Contacts and Referrals
Appendix T – Assessments (children's)
Appendix U - Child Protection Enquiries (Section 47)
Appendix V - Child in Need
Appendix W - Applications for Emergency Protection Orders
Appendix X - Performance Management and Quality Assurance Framework (children's)
Appendix Y - Threshold Document - Continuum of Help and Support
Appendix Z - Care and Supervision Proceedings and the Public Law Outline
Appendix AA – Legal Gateway Meetings – Legal Gatekeeping
Appendix BB - Discharge of Care Order
Appendix CC – Applications for Special Guardianship Orders
Appendix DD – Case Management Transfer Principles
Appendix EE – Social Work Practice Standards (children's)
Appendix FF – Supervision - Supporting Staff in a Challenging Social Care Environment (children's)
Appendix GG – Safer Recruitment (children's)
Appendix HH - Family Support Team flowchart
Appendix II – AMHP Approvals
Appendix JJ – Systems support team, Adults
Appendix kk – Systems support team CYPD
Appendix ll - Children's Services Business Intelligence

1.0 Background and Overview

1.1 Introduction

The All Age Disability Service and Mental Health service brings together children's and adult's teams to deliver services from a person centred and whole life course approach. The transformation of this service is focused on supporting people with disabilities and Mental Health to live independently as possible and enjoy the best possible quality of life. This will be achieved by the integration of provision of all age specialist assessment and support planning. The aim is to connect people to the resources in their locality, maintain relationships and maximize their activity level to help them be as independent as they can be. The objective will be to provide appropriate assessment and support to those with the most complex needs.

The transformation of this service is focused on supporting children and adults with disabilities to access support and services that will promote their quality of life, achieve the best possible outcomes. This will be achieved by the integration of all age provision and access to specialist assessments and services. The aim is to connect children and adults to the resources in their locality, maintain relationships and maximise their activity level to help them be as independent as they can be in accordance with the Children Act 1989 and Care Act 2014.

Integrated delivery will ensure that both social care and health staff work to common outcomes and make the best use of preventative services which is more cost effective, sustainable and facilitates building approaches that can be maximised by professionals across the health and care system. Through increased use of assisted technology and effective use of risk assessment and risk management it will enable children and young people who have complex needs to plan ahead with their families, from a younger age into adulthood.

A fully integrated service will be able to adapt and react more effectively to the needs of children and young people with complex needs. A single social care and health delivery provider will have the scale and ability to focus its staff resources more effectively to achieve better outcomes for children.

1.2 Background to Adults and Children's services, duties and responsibilities

In September 2016, Wirral Council was issued with a 'Notice to Improve' from Government following the Ofsted inspection of the local authority's services for children in need of help and protection; children looked after and care leavers and a review of the effectiveness of the local safeguarding children board in July 2016. In response, an Improvement Board was created, an independent Improvement Board Chair appointed and an Improvement Plan to deliver the required changes produced.

The Ofsted inspection report, which was published in September 2016, identified actions that would need to be in place in order to allow the process of improvement to begin. The initial focus and effort was very much about securing the right conditions for improvement.

- 1.2.1 The Ofsted Inspection report contained 19 recommendations for the local authority. Many actions have been taken to create the conditions and environment to support change and included recruiting staff, improving practice and developing a shared vision. The process of improvement cannot be considered complete until the actions are clearly embedded and delivering improved outcomes, evidenced through day to day practice, systematic implementation and confirmed through audit. The ultimate test will be to consider the impact these actions are having on the day to day lived experience of children and families and their outcomes.

1.2.2 As a result the following thematic priorities were identified.

1. Provide the right service at the right time
2. Protect the most vulnerable and ensure they succeed
3. Provide care and support for our children
4. Promote strong leadership, management & governance
5. Celebrate working together as partners

These themes provide the framework for action planning and monitoring and will need to be effectively managed during the transfer of services and the early developments of the All Age Disability Service.

1.2.3 Currently the children with disabilities service provide support to children, young people and their families where a child has a severe or substantial disability, specifically:-

- A severe or profound learning disability
- A severe physical disability.
- A substantial degree of visual impairment/moderate and severe hearing loss.
- A complex Autistic Spectrum Condition with severe learning difficulty, (a diagnosis of Autism or Autism Spectrum Condition does not itself meet the criteria for the service).
- A complex medical health condition, (for the youngest children with complex health needs or technological dependence there will usually be involvement from the Continuing Care Co-coordinator).

1.2.4 The service works to the definition of disability defined by the Equality Act 2010 – a physical or mental impairment which has a substantial and long term adverse effect on a person’s ability to carry out day to day activities.

The specialist social work and support services for children with disabilities are prioritized for children with substantial levels of disability only. Children with more moderate disabilities will only be supported through this service where the family’s circumstances or the multiple nature of the child’s condition present real obstacles to their receiving appropriate services through other children in need services.

1.2.5 Following the Children’s Act 1989 principles of providing for children with disabilities as children first and foremost, services are focused on meeting usual childhood needs in normal ways. This involves using specialist provision only where it is necessary to support continued care within the family and essential developmental opportunities.

Children and young people eligible for services from the All Age Disability Service will operate within the legislative framework as set out in Children Act 1989 and 2014 and will include;

- Child in need services which may include an assessment of need to identify what services or provision will best address the presenting issues for the child or young person.
- Child Protection/Safeguarding where a vulnerable child is at risk of suffering or has suffered significant harm and requires protection
- Children in need of Care provision as a result of a parent/Carer being unable/prevented from caring for their child/children
- In the above circumstances children and young people with a disability will be subject to the same statutory processes that apply to all children. It is important that the children and young people with a disability are able to access the required expertise to ensure their assessments and resulting plans are evidence based and outcome focused.

- 1.2.6 The Council operates on a hub model, which develops joint working, introduces access pathways, assessment systems, workforce and business practices to deliver revised Care and Support Pathways for both adults and children. The partnership approach aims to deliver on a place-based care model meeting local needs of both adults and children. CWP will work jointly with the locality and neighbourhood leads in a place based care model as it develops.
- 1.2.7 Primarily, the new model assigns responsibilities to specially constructed Integrated Community Care Teams (ICCT) neighborhood teams, with the best skills and locally placed to deliver three crucial support functions - information and advice; targeted interventions; and self-directed support. Mental health services will be aligned to the hubs, and All Age Disability services will be provided Wirral-wide with a view to develop toward neighbourhood delivery within the lifetime of the contract (see section 6 Areas For Development).
- 1.2.8 Wirral Council (WC) will delegate to Cheshire and Wirral Partnership (CWP) a range of functions for eligible service users to lead improvement in the way in which those delegated functions are exercised. The aim is to shift emphasis from support in acute and specialist services, to prevention and early intervention. More will be done in local communities to help people keep well with recognition that when they do need care and support, the experience will be as seamless, efficient and effective as possible, helping the individual to remain independent and self-managing as much as they can. Integration will:
- ensure people are safe, well and achieving
 - deliver the right support, at the right time, in the right setting
 - improve outcomes for residents
 - improve their experience and satisfaction with services (which can help them recover more quickly and self-manage more effectively); and
 - reduce overall health and social care costs
- 1.2.9 Wirral Council has a range of teams and services which undertake assessments and provide information and advice and support for local with social care needs who are ordinarily resident in Wirral to meet a range of statutory duties. These are set out in - Appendix A & Q. Broadly speaking, these people fall into the following groups:
- People with a sensory disability
 - People with postural/mobility problems
 - People with autistic spectrum conditions
 - Adults with complex disabilities (including learning disability)
 - Children with disabilities, including:
 - severe or profound learning disability
 - severe physical disability
 - Substantial degree of visual impairment/moderate and severe hearing loss.
 - Complex Autistic Spectrum Condition with severe learning difficulty, (a diagnosis of Autism or Autism Spectrum Condition does not of itself meet the criteria for the service).
 - Complex medical health condition, (for the youngest children with complex health needs or technological dependence there will usually be involvement from the Continuing Care Co-ordinator).
 - Adults with mental health conditions
 - People with drug and alcohol problems,
 - People with long term ill health,
 - Carers
 - People transitioning from children's to adults services.

The service works to the definition of disability defined by the Equality Act 2010 – a physical or mental impairment which has a substantial and long term adverse effect on a person’s ability to carry out day to day activities.

The criteria does not include children whose primary identified needs are emotional and behavioral difficulties, nor will it include children/young people with mental health problems or attention deficit disorder (ADD) or attention hyperactivity disorder (ADHD).

The Council applies and operates a thresholds framework (Appendix Y) to support its decision making on signposting, accessing and supporting children, their families and Carers in Wirral. This forms part of the published Local Offer for all children including children with a disability.

1.2.10 The following services and teams are responsible for assessing and planning for the needs of these service user groups:

- Children With Disabilities Team
- Integrated Disability Service (including Transitions)
- Community Mental Health Team (social care element)

1.3 Social Care duties and responsibilities

1.3.1 As commissioners, Wirral Council (WC) have identified the need to take account of the statutory duties and accountabilities present under proposed new commissioning arrangements with the Cheshire and Wirral Partnership (CWP) as provider for statutory functions for eligible service users. This is in relation to the service user types described in the contract schedule. This means assuring that appropriate, accurate, consistent and robust service specifications, contractual arrangements and contract payment mechanisms are in place and also ensuring that appropriate systems are in place to support the interface between these services and those functions not transferring to CWP and thus remaining with Wirral Council e.g. the Regional Adult Safeguarding Board, Local Children’s Safeguarding Board.

Section 2 describes the range of services and support planning and also any additional, unique or enhanced duties pertaining to those services. These services will transfer “as is”, but with the potential for transformation over the lifetime of the contract with the agreement of commissioners (see section 5).

The services described (including a social work function) are provided for people who meet national eligibility criteria under the Care Act, Children’s Act, Mental Health Act, Mental Capacity Act and other relevant legislation are ordinarily Wirral residents, and are registered or temporarily registered with a Wirral GP. This includes people placed outside of the borough, for which Wirral has responsibility. This also includes;

- people in prisons or young offender institutes who are ordinarily resident in Wirral will be assessed by the residing local authority and then passed on to the authority if the person is a resident of
- homeless people without recourse to public funds
- people living outside of the borough who need access to equipment/wheelchairs and have a Wirral GP
- children with a disability who are in a specialist residential and / or school setting outside of Wirral
- children in foster care outside of Wirral

1.3.2 CWP will remain compliant with their regulatory requirements for both Care Quality Commission and Ofsted for the duration of the contract

1.4 Contract life and transfer period

1.4.1 The Council acknowledges this is a major undertaking for CWP which includes new duties (and associated risks) not previously delivered by them. In terms of a business model this requires longevity in relation to contract length to ensure sustainability, and as a result the contract will be for a period of 4 years subject to earlier termination as described in the agreement.

1.4.2 The approach to ensure that risks are acknowledged, mitigated and managed will include a three stage transfer process to be reviewed at regular contract monitoring meetings. These will comprise the following phases:

- Safe transfer
- Stabilisation
- Transformation as agreed with commissioners

The Council acknowledges that some service areas are already in a transformational phase and that other service areas may require transformation within the lifetime of the contract. These will be agreed between the CWP and the responsible contract managers from the Council.

2.0 Scope: Assessment, Support Planning and Enabling Functions

This section describes the range of teams and services undertaking assessment and support planning and also any additional, unique or enhanced duties pertaining to those services. Appendices B, T & V provides the current process arrangements for assessment. These services will transfer “as is”, but with the potential for transformation over the lifetime of the contract with the agreement of commissioners. In addition this section describes the support required to enable the Council to carry out its charging and debt recovery.

The services described (including a social work function) are provided for all people who meet national eligibility criteria under the Care Act, Children’s Act, Mental Health Act, Mental Capacity Act and other relevant legislation and are ordinarily Wirral residents, and are registered or temporarily registered with a Wirral GP. This includes people placed outside of the borough, for which Wirral has responsibility. This also includes;

- People in prisons or young offender institutes who are ordinarily resident in Wirral will be assessed by the residing local authority and then passed on to the authority the person is a resident of.
- Homeless people without recourse to public funds.
- People living outside of the borough who need access to equipment/wheelchairs and have a Wirral GP.
- Children with a disability who are in a specialist residential and / or school setting outside of Wirral.
- Children in foster care outside of Wirral.

Wirral Council will delegate statutory responsibility to CWP via the All Age Disability Service for the day to day management of Children in Need, Child Protection and Children Looked After. A structured pathway for Child Protection, Children Looked After and Court Proceedings will be implemented to ensure robust case management oversight and decision making by CWP in relation to children remains connected to Wirral Council and in exercising its statutory responsibilities that incorporates Ofsted’s recommendations and delivers on the subsequent Improvement Plan.

2.1 Child Protection (Appendix U)

Wirral Council will delegate to CWP the statutory duty for children with disabilities safeguarding. CWP will ensure that they have appropriate systems and processes in place aligned to meet the local children's safeguarding policies and procedures. During the period of safe transfer and stabilisation CWP will adhere to the existing safeguarding procedures followed by the council and work collaboratively with stakeholders in Wirral to ensure that children with disabilities are kept safe. This is of the highest priority to the council and CWP will ensure that the Council's directive and views continues to ensure all round child protection.

Children with a disability are at a greater risk of harm by virtue of their disability. All staff working with children who have a disability must be suitably trained and alert to the potential risk and vulnerability of this particular client group. In the event of safeguarding concerns the following pathway must be adhered to;

1. When there is reason to believe that a child has suffered or is at risk of suffering significant harm, a team manager for the All Age Disability Service will alert the relevant Manager in CWP
2. The CWP Manager will alert the Senior Management in Wirral Council to advise them of any safeguarding concerns and whether a Strategy Meeting is required.
3. Should a Strategy meeting be required this must be held within 2 hours for cases of immediate concern.
4. The Strategy Meeting will make a multi-agency decision as to whether enquiries under S47 are required.
5. The All Age Disability social worker, under the supervision of their team manager, will undertake the S47 enquiries.
6. Should a Child Protection Case Conference be required the All Age Disability Social Worker will make a request to the safeguarding unit.
7. The Child Protection Case Conference will determine whether a safeguarding plan is required or the case will remain Child in Need.
8. Should a Safeguarding Plan be required, the All Age Disability Social Worker will be the lead professional who will implement the plan. The plan will be reviewed by the multi-agency Core Group members and overseen by the Independent Reviewing Officer.

2.2 Children Looked After (see Appendix Y – Threshold Document)

Wirral council will delegate to CWP statutory duties for children with disabilities that are looked after. A child may become a child looked after for a number of reasons including increased periods of respite, parental illness, when specialist residential provision is required or as a result of safeguarding concerns. CWP will ensure effective liaison with responsible managers in the Council when a child is unable to remain at home as a result of safeguarding concerns or the child's placement at home can no longer meet their needs.

CWP Manager will;

- Alert the Wirral Council Senior Management for a decision to accommodate.
- CWP will respond to needs for accommodation as required under S20.
- Determine the availability of respite at Willowtree, should this not be deemed appropriate or available the CWP responsible Manager will make a request to Wirral Council Fostering Team.
- Alert Wirral Councils Safeguarding Unit who will appoint an Independent Reviewing Officer and request the necessary health assessment for children who become looked after.

- Refer the case to Planning for Children Panel for multi-agency oversight and commissioning arrangements.
- Ensure that a Care Plan is developed and all agencies involved with the child are informed.
- Participate in the Looked after Review will be held within 28 working days.

2.3 Requests for Legal Advice/Court Proceedings (see Appendix Z – Care and Supervision Proceedings and Public Law Outline)

CWP will:

- Ensure they have legal gateway processes in place to manage the requests for legal resources.
- Refer and attend the legal gateway meeting held in the Council where any decisions in relation to the Public Law Outline are made.
- Alert Wirral Council's Senior Management of the proposed request.
- Retain case responsibility and complete all documents required by the Legal Gateway Meeting and ensure that the following documentation is provided in all cases.
- Follow the criteria set out in Appendices Y, Z, AA & BB.
- Where the assessed risks to a child cannot continue to be managed by intervention through the Child in Need process or the Child Protection process and pre proceedings is the next step in safely managing risk to the child/children.
- Where the risks are considered to be of sufficient severity to warrant initiating proceedings immediately.
- In all cases where there is a serious injury to a child which is considered to be non-accidental this must be presented to the Legal Gateway Meeting.
- Where pre proceedings have been active for 6 weeks and next steps need to be considered.
- Where intervention under Child Protection Plan is not considered robust enough to manage risk and the immediate initiation of pre proceedings is necessary to safeguard child/children.
- Supervision orders have been in place for 9 months and a decision needs to be made in relation to the order being allowed to expire or whether an application to the court is required to extend the duration of the Supervision Order.
- Where a child/children have been accommodated under section 20 and there is likely to be no plan for rehabilitation at the first LAC review. (28 days)
- Children who have been removed in an emergency must be presented to the next available Legal Gateway Meeting in all circumstances (within 5 working days). This allows for any plan to return a child home/initiate the Public Law Outline to be given independent scrutiny to ensure that the decision is appropriate and safe. In such instances a telephone conversation should already have taken place with Wirral Council's Senior Management at the time of the emergency.
- Where there is a plan for revocation or discharge of a Care order.
- Where there is a plan for a child who is the subject of a Care order to return home subject to Placement with Parents.
- Consideration of secure accommodation even when the DCS has given 72 hour approval.
- Where a placement order has been in place for 12 months and no placement has been identified.
- Where a previous Legal Gateway Meeting decision needs to be reconsidered/amended.
- Where there is an issue of deprivation of liberty.
- The Legal Gateway application form authorised by the relevant CWP responsible manager and endorsed by Wirral Council's Senior Management.
- An up to date Single Assessment which incorporates parenting capacity and the wishes and feelings/views of the child and parents.
- A Full Chronology and Genogram.
- An outline Care plan/child's plan.
- A contingency plan.

- Family group conference minutes/family plan or rationale as to why a FGC has not taken place.

In addition and as appropriate to the case status the following must be provided;

- A rehabilitation plan (for those children returning home under placement with parents.)
- A suggested schedule of expectations. (Where the request is pre proceedings.)
- Where secure accommodation is requested an exit plan.
- Where a placement has not been identified for 12 months an alternative care plan to adoption.
- Pre-birth assessment/PAMs/specialist assessment as appropriate and where such an assessment has been undertaken to inform the panel's decision.
- Child in Need plan of support for when a Supervision Order ceases or following withdrawal from Pre Proceedings.
- Where appropriate the views of the IRO and/or the child's guardian.

2.4 Serious Case Reviews

In delegating statutory responsibility to CWP for Child in Need, Child Protection and Children Looked after CWP will ensure that all staff are aware of the serious case review process and adhere to their responsibilities within this. Serious case reviews share concerns about the way agencies work together. The purpose of SCRs is to learn from what happened in individual cases so that future tragedies can be prevented.

CWP will:

- Evidence the ability to reflect on the quality of their services and provide a thorough analysis of events when they go wrong and why. This should include when a child has been seriously harmed or died, and abuse or neglect is suspected or known to have happened.
- Evidence lesson's learned and how services can be improved to reduce the risk of future harm to children.
- Participate in serious case reviews when required (as defined in Working Together to Safeguard Children 2015).

2.5 SEND (see Appendix O)

CWP will work with their identified cohort of children and young people who meet the criteria for services as a child or young person with a disability. The CWP AADS will deliver services in partnership with education for those with special educational needs as described under part 3 of the Children and Families Act 2014 up to the age of 25. To enable children and young people meet their full educational potential. These services are set out below;

CWP will:

- Act as a contact for early year's providers, schools and colleges and provide social care advice on children and young people with SEN and disabilities.
- Assess and contribute to the delivery of Education Health & Care (EHC) assessments and plans to ensure that a child's whole needs are met.
- Work collaboratively with the SEND panel provided by the Council and attend as required.
- Signpost children and young people and their families to the local offer website for advice, information and self-help services.

- Accept EHC advices and respond in the agreed timescales.
- Secure social care provision under the Chronically Sick and Disabled Persons Act (CSDPA) 1970 which has been assessed as being necessary to support a child or young person's SEN and which is specified in their EHC plan. The CWPAADS has 10 working days to in which to provide their advices to the SEND Team which in turn will form the social care element of the EHC assessment and any subsequent Plan.
- Contribute to reviews of children and young people with EHC plans where there are social care needs. All Social Workers are to attend the EHCP reviews which are arranged by schools in order to provide updates on the needs of the child or young person and change the EHCP accordingly where appropriate.
- Make sure that for children looked after and care leavers the arrangements for assessing and meeting their needs across education, health and social care are co-ordinated effectively within the process of care and pathway planning, and that there is liaison with the Virtual School Head (VSH) for looked after children. EHCP's are to be integrated into the care planning for children and young people and the support provided in the plan should follow them through their journey into adulthood.
- Must continue to provide children's services until adult provision has started or a decision is made that the young person's needs do not meet the eligibility criteria for adult care and support following an assessment.
- Consider ways of supporting Carers. This can include any services assessed under an early help assessment and/or under Section 17 or Section 47 of the Children Act 1989 or eligible needs identified by assessments under adult care provisions. Parent Carers of children with disabilities often have significant needs for support to enable them to support their children effectively and have a right to an assessment of their needs from the Children with Disabilities Service.
- Include as part of their assessment any short break or respite requirements to meet the children and young people's family needs and this can be provided by either the CWP children's family support services or the Councils commissioned services
- Consider providing an indicative Personal Budget so that young people have an idea of how much their care and support will cost when they enter adult services where a transition assessment identifies needs that are likely to be eligible
- Offer advice and signpost as required to commissioned services for advice and information for adults under the Care Act 2014. Including transitions
- Provide an assessment and response service to young people turning 18 who have SEN, or their Carers, may become eligible for adult care services, regardless of whether they have an EHC plan or whether they have been receiving care services under section 17 of the Children Act 1989.
- Carry out an adult care transition assessment where there is significant benefit to a young person or their Carer in doing so and they are likely to have needs for care or support after turning 18. This assessment will be completed within 28 days.
- Continue to provide a young person with children's services until they reach a conclusion about their situation as an adult, so that there is no gap in provision.
- Continue to provide care and support from children's services under section 17 of the Children Act 1989 for a young person with an EHC plan after the young person has turned 18.
- Ensure that the transition to adult care and support is well planned and integrated with annual reviews of the EHC plans, which must include provision to assist in preparing for adulthood from Year 9 (age 13 to14). The EHC Plan should be developed with the child/young person's ambitions and aspirations at the centre of the plan and direct the activity of agencies involved to ensure the best possible outcomes for the child/young person.
- Involve the young person and anyone else they want to involve in the assessment and include the outcomes, views and wishes that matter to the young person, much of which will already be set out in their EHC plan.

- Must provide information and advice about how those needs may be met and the provision and support that young people can access in their local area where a young person's needs are not eligible for adult services.
- Put in place a statutory care and support plan for young people with eligible needs for adult care and support and must meet the needs of the young person set out in their care and support plan.
- Retain a copy of the EHC plan that should be the overarching plan that is used with these young people to ensure they receive the support they need to enable them to achieve the outcomes in their plan as set out in the Care Act 2014.
- Review the provision of adult care and support at the point when the young person's circumstances will be changing significantly as they leave the formal education and training system. Utilise the EHC plan until a formal adults plan is in place.
- Involve the local authority's' children's safeguarding colleagues where appropriate as well as any relevant partners.
- Attend regular meetings with the Local Offer provider and ensure that the Local Offer is updated with news on Service updates.
- Support the Council with the educational dispute resolution process, appeals and tribunals as and when required.
- Work collaboratively with WCFT and other partners on cases for transfer between service areas as part of EHC plans. Work with the mutually agreed case transfer principles as outlined in appendix DD.

2.6 Single Point of Access

During the first 6 months of the contract, CWP will develop and provide a single point of access to receive referrals and notifications from both adults Integrated Gateway (provided by Wirral Community Foundation Trust) and Children's Integrated Front Door (provided by Wirral Council). It will also take direct contacts and referrals from people already known to the service (both active and with a historical context) and relevant stakeholders.

- **Adults Integrated Gateway (provided by WCFT)**

The Integrated Gateway provides a fully integrated single front door for adults to all Community Health and Social Care Services on the Wirral. The Integrated Gateway provides access to each Integrated Community Care Hub and offers advice and guidance on accessing voluntary, community, and Health or Social Care services to improve quality of service user experience and to manage demand.

- **Children's Integrated Front Door (provided by Wirral Council) (Appendix S)**

Children's Integrated Front Door (Appendix S)

The IFD Team is a co-located resource comprising of multi-agency professionals from a range of statutory and commissioned services.

The operating framework is underpinned by legislation including, but not limited to: Children Act 1989 and 2004, Children and Families Act 2014 and guidance under Working Together to Safeguard Children 2015. It also takes into account the agreed policies and procedures of Wirral Safeguarding Children Board.

The Children's Integrated Front Door provides a single point of contact for professionals and members of the public and manages all requests for advice, support and safeguarding referrals for children. The Integrated Front Door acts as a gateway to a range of services from early help services to specialist and/or statutory support at level 4 of the continuum of need. All referrals to the Integrated Front Door

are recorded on LCS (Liquid Logic Children's System) and reviewed by Advanced Social Work Practitioners who will determine the appropriate level of response based on Wirral's threshold of need. Alongside the application of threshold the criteria for accessing services from the All Age Disability Service will be applied. All new referrals for the All Age Disability Service will be recorded at the integrated front door on Liquid Logic Case Management system and forwarded to the relevant CWP team on duty.

Responses to welfare concerns for children made outside of normal operating hours are provided by the Emergency Duty Team (EDT). A strong relationship between the IFD and EDT ensures that services for children are consistent, protective and improve outcomes for children and families.

2.6.1 Role

The single point of access provided by CWP will:

- Receive contacts via electronic referral, fax, email, letter and telephone calls.
- Create a contact within the electronic social care record (Liquid Logic and Care Notes) (if not already created via either gateway).
- Triage all referrals and undertake assessments either remotely or in person.
- Gather further information as required to enable informed/accurate decision making.
- Provide a timely and co-ordinated response to all referrals and allocate according to priority.
- Provide information, advice and signpost as required, thereby reducing the numbers of referrals to specialist services.
- Refer to the Adults Integrated Gateway or Children's Integrated Front Door for any cases which don't meet the criteria for the service provided by CWP e.g. occupational therapy service, applications for disabled facilities grants.
- Support the online assessment portal for adults.
- Support the Multi Agency Referral Form for Children's (MARF).
- Receive and passport safeguarding referrals and notifications to and from the Children's Integrated Front Door and the Adults Integrated Gateway).
- Work collaboratively with internal and external community agencies e.g.:
 - Schools and colleges
 - Short break providers
 - Integrated Care Navigation
 - Care providers
 - Continuing Health Care
 - Therapies
 - Housing
 - Carers
- Ensure that all groups of (CWP) staff have access to education and training to enable them to deliver the service to the required standard.
- Process and act upon any child or adult police referrals.
- Provide access to Carer's assessment.
- Seamless transition to out of hours support via the Emergency Duty Team.
- The single point of access will be an area for continuous further development (see Section 6).
- Deploy technology to assist with more efficient and effective working as part of the assessment process and ongoing work. CWP will be responsible for any equipment as part of the assessment process and replace as required

2.6.2 Days/Hours of Operation

- Receipt of contacts and responses within the performance measures set out in section 7
- Operation Monday – Friday, 08.00hrs – 17.00hrs
- Operating hours subject to review as agreed with the Council

2.6.3 Referral Sources

Referrals are received from:

- Adults Integrated Gateway
- Children’s Integrated Front Door
- People who use services
- General Practitioners (directly into the CWP SPA and not via the gateway)
- Health and social care professionals
- Representatives of partner agencies (e.g. housing organisations, educational establishments, and community and voluntary sector organisations).

2.6.4 Referral Mechanism

All referrals for delegated social care statutory duties will be via a single core client management system which is Liquid Logic for both adults and children. Referrals to the service can also be generated by telephone, e-mail, or via one of our online self-assessment processes for users and Carers.

The majority of referrals into SPA with suspected severe and enduring mental illness are made via a referral letter from the relevant GP Practice. It may be possible to determine at the point of referral whether the individual is eligible for secondary mental health services, and this will be checked against the eligibility criteria. In most cases an assessment will be necessary to determine the appropriateness for secondary mental health services. Outside of the core operational hours, the Mental Health Liaison service will see urgent referrals as people present at A+E or via the WUTH Sec.136 suite.

2.6.5 Response Time & Detail and Prioritisation

Once referrals have been received as described in 2.1.5 and 2.1.6, the Mental Health Services, Children with Disabilities and the Integrated Disabilities Service will prioritise as follows:

Adults Acute Response

A coordinated response (for safeguarding or other urgent cases) same day or within 24 hours as per individual need for care and support such as:

- Referred person at risk of a hospital admission or care bed
- Referred person about to be discharged from hospital
- Safeguarding issue
- Carer breakdown which requires urgent response
- Signpost to North West Ambulance Service provided by Rapid Community Response in WCFT– (within 2 hours with agreed clinical handover protocol)
- Acutely ill referred persons who can safely be managed at home

Timely Response for non-urgent need

Co-ordinated response and transfer to appropriate team within 48 hours:

- Referred person has been identified by risk stratification
- referred person is subject to a discharge notification for discharge from hospital
- Referred persons in need of an intervention that requires integrated health and social care
- Referred persons in need of therapeutic intervention to treat an illness or improve health
- Referred person requesting social care assessment for support at home
- Referred Carer assessment.

A triage assessment process is undertaken for new referrals, with the following prioritisation for responses:

- Urgent – 4 hours (as above)
- Acute – guaranteed face to face assessment within 24 hours
- Routine – contact within 2 working days

2.7 Children’s Acute Response

2.7.1 Urgent Response

Referrals can be made from acute settings (including WUTH) where children or young people have presented (on the multi-agency agreed self-harm pathway) which may require specialist input from the CAMHS service. The service will:

- Provide same day or next day face to face assessment.
- Work collaboratively with Wirral Council Children’s and Young People’s Department to provide a co-ordinated response.
- Refer to Wirral Council’s social work service if no previous referral has been made.
- Refer to the relevant safeguarding agencies (in this case Wirral Council and WCFT).

2.7.2 Routine Response

Referrals are made from a variety of sources including: GP’s, social workers, teachers, youth workers, parents, Carers, Wirral Council social services, young people, self-referral, paediatricians.

Currently a 5 day service, Monday – Friday, 09:00 – 17:00

2.7.3 Exclusion Criteria

For social care related contacts the following exclusions apply:

- People aged under 18 being referred for mental health support unless in transition from Children Services People with mild to moderate mental health needs who can be managed by their GP within the Primary Care Services.
- Those individuals who are not known to the service and are referred only for assessment of mental capacity.
- Those adults with a disability where substance misuse is the primary presenting problem.

2.7.4 Workforce and Capacity

To respond to contacts and referrals the staffing structure of the SPA will require as a minimum

- Qualified Social Work & therapy staff
- Qualified health and clinical staff

- Suitably skilled, experienced and qualified workforce (including administrative support)

2.7.5 Management

The contacts and referrals to Mental Health Services, Children with Disabilities Service and the Integrated Disabilities Service will be managed by suitably experienced and qualified managers.

2.8 Single Point of Access

2.8.1 Future State

CWP will develop a single point of access to receive referrals and notifications from both adults Integrated Gateway (provided by Wirral Community Foundation Trust) and Children's Integrated Front Door (provided by Wirral Council). This will include receiving direct contact and referrals from people already known to the service (both active and with a historical context) and relevant stakeholders. The development of a single point of access by CWP will be an area for continuous further development (see Section 6)

2.8.2 Objectives of a single point of access

Integrate and operationalise one referral/service/access point for adult community mental health and all age disability referrals in Wirral. This will include both public and professional contacts. The service will be predicated on the following principles:

- Receipt of contacts 24hrs a day and responses within agreed timescales
- Diversion to Out of Hours services as appropriate
- Single Point of Access to both community health and social care through one telephone number (in development)
- Incorporation of '111' pathways and responses
- Access to advice and information, early intervention and universal services
- Interoperable information, communication and technology solutions
- Development of a single assessment process and locally agreed pathways
- To promote and support the online self-assessment function
- Receive and process all safeguarding contact within the agreed timescales.

2.9 Mental Health Service

2.9.1 General Overview

The service currently works with people 18+ (with the potential to develop into an all age service, as identified in section 6 'Areas for Development') in the following areas:

- Severe and complex mental health conditions associated with significant disability including psychosis, bipolar disorder, severe depression, severe anxiety disorders and personality disorder.
- Longer-term conditions of lesser severity but which are characterised by poor treatment adherence (pharmacological or psychosocial) requiring proactive follow up,
- Patients requiring interventions under the Mental Health Act (1983).
- People with dementia with complex health, behavioural or social care needs, where there is a need for specialist advice, treatment or intervention.

2.9.2 Objectives

- Providing prompt and expert assessment of people who are referred to the service.
- Undertaking a comprehensive and holistic assessment which covers all aspect of the individual's mental health, physical health and social welfare.
- Planning and working with health colleagues to provide care and treatment to people who are identified as having severe and enduring mental health problems and/or organic impairment.
- Planning and working with health colleagues to provide effective, evidence-based treatments to assist patients and Carers in reducing distress and to also maximize personal development and fulfilment.
- Working as part of a multi-disciplinary team approach to support service users in the community.
- Working with health colleagues to ensure that inappropriate or unnecessary treatments are avoided.
- Ensuring the care is delivered in the least restrictive and disruptive manner possible.
- Planning and working with health colleagues to provide support, advice and information to service users and Carers to help them cope with and manage their condition.
- Planning and working with health colleagues to provide ongoing therapeutic intervention to help service users sustain their recovery.
- Improving social functioning and promoting recovery in mental health.
- Establishing a detailed understanding of all local resources relevant to support of individuals with mental health problems and promote effective interagency working.
- Providing a culturally competent service, including ready access to interpreter services for minority languages and British Sign language.
- Maintaining a detailed understanding of the diversity of its local population, and provide a service that is sensitive to these needs.
- Reducing the stigma associated with mental health care.
- Establishing and maintaining effective liaison with local Primary Care Team members, Acute Care, and other referring agents to shape referrals in order to manage complex cases.
- Ensuring the safeguarding of vulnerable adults and children.
- Ensuring that service users who no longer need the service make all efforts and proactively work and collaborate with other partners to discharge to appropriate agencies to free up capacity to take on new referrals.
- Providing ongoing advice, support, education and guidance to Primary Care, Acute Care Social Care, and other statutory, voluntary and independent sector providers.
- Working collaboratively within a whole systems approach to ensure that the service user experiences a seamless journey.
- Ensuring that applications for funding for support packages and placements (i.e. residential / nursing care; supported accommodation) are scrutinised; authorised for payment (via the Scheme of Delegation) and then subject to robust review arrangements.

Activities will include:

- To support people with mental health needs
- To aid and support recovery
- Advice and guidance
- Signposting
- Carers Assessment
- Support planning and arranging services
- Statutory reviews
- Provide specialist reports for tribunals and courts
- Formulate and make applications for formal detentions under relevant legislation
- Care co-ordination under CPA policy

- Develop care plans
- Monitor and arrange treatment and therapies
- Psycho-education
- Support rehabilitation and independence

2.9.3 Outcomes

- To receive a prompt and timely response to the referral, according to clinical need and level of risk.
- The need for hospital admissions is reduced or prevented through early detection and prevention of relapse.
- That the assessment and care planning process is undertaken within the framework of CPA. Service users will receive a comprehensive, multi-disciplinary; people centred assessment of their needs and have a clear treatment and care plan in place which they have agreed. This includes a risk assessment and risk management plan and this is clearly recorded on the care plan and service user's file, and a copy given to the service user or Carer.
- That their cultural, religious and communication needs are addressed in the assessment process.
- To be empowered to participate fully in the assessment and feel their views and wishes have been taken into account and these are reflected in the assessment, treatment and care plans.
- That symptoms and distress are controlled through an effective, evidence based treatment plan including ongoing therapeutic interventions which is recovery focused.
- To be given information and advice to help them make informed decisions about the care options available.
- For Carers to be offered a separate assessment and support offered to express their views and wishes.
- To have feedback, comments, complaint or concerns from patients and Carers about their experience with the service to be taken seriously and acted upon promptly.
- To have access to information about the resources available to assist them in the future and how to access them.
- To be discharged from the team in a timely and appropriate manner, with clear contingency plans to support the next stages.
- For staff to be well trained and part of a workforce which can deal with complex cases and works within the recovery model.
- To have support with vocational and educational activities.
- To have support to improve activities of daily living and social functioning.
- Support in and educating Carers, families and ensuring the welfare of children deemed at risk.
- To be empowered to participate fully in the assessment and feel their views and wishes have been taken into account and these are reflected in the assessment, treatment and care plans.
- To have a follow up, crisis and contingency plan for ongoing involvement.
- To receive support to achieve an optimum level of functioning to enable to continue living in the place of their choice.
- Support to ensure symptoms and distress are controlled through an effective, evidence based treatment plan including ongoing therapeutic interventions, which is recovery focused.
- To be given information and advice to help them make informed decisions about the care options available.

2.9.4 Care Programme Approach (CPA)

The service will be expected to work within a “Whole System” model based on clear nationally recognised care pathways. The approach uses a methodology to develop coordinated and integrated assessment and packages of care agreed through professional consensus. The model is evidence based and has shown to improve efficiency effectiveness and value for money, reduce duplication and provide better outcomes for the service user. Essentially this model describes the ‘journey’ and anticipated course of treatment a service user will take that is determined upon initial assessment and includes the potential pathway through which a service user will travel within and between services.

The care pathway follows the national framework for mental health which is the Care Programme Approach. This pathway includes:

- Referral pathway;
- Screening process against eligibility criteria
- Assessment process;
- Care Planning
- Treatment/Intervention
- Care co-ordination
- Review
- Discharge Planning and aftercare support

The care pathway should demonstrate that it:

- Promotes social inclusion and recovery.
- Delivers choice throughout the service users care pathway.
- Facilitates and improves joint working between agencies.

Adult Social Care for people with mental health problems will work to the same standard and processes outlined in section 2 of this specification. However, there are some specifics which need to be highlighted in this section.

2.9.5 Approved Mental Health Professionals (AMHPs)

The service will ensure that staffing includes Social Workers and Approved Mental Health Professionals, who will be in a position to offer advice to other team members. The team will at all times have immediate access to Approved Mental Health Professionals and Medical Practitioners registered under Section 12 of the Mental Health Act, in order to ensure that assessments under the Act are undertaken in a timely and appropriate manner.

The role of the AMHP includes assessment for formal and informal admission to hospital under the Mental Health Act 1983; recommendations relating to Community Treatment Orders and involvement in decisions concerning Guardianship orders.

Both the AMHP approval function under s.114 and the AMHP power of entry under s.115 of the Mental Health Act 1983 are excluded from partnership arrangements by the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000/617 and will remain responsibility of Wirral Council (WC). A separate agreement between WC and individual AMHPs will specify those duties owed by WC towards AMHPs. CWP will work collaboratively with Wirral Council to ensure that appropriate and timely information is supplied to the council to inform decision making on approvals as required.

2.9.6 Mental Health Tribunals/Court of Protection/Legal Proceedings

Although not a role that is the exclusive within the remit of Social Workers, the completion of Social Circumstances Reports or court documentation for Mental Health Tribunals or other court proceedings does fall within the scope of Social Work tasks and other professionals.

The Social Circumstances Report includes all aspects of the patient's health and social care needs/circumstances, and makes recommendations in relation to future care and support planning, and whether continued detention in hospital under the Mental Health Act is necessary. This provides evidence, which is submitted alongside reports from medical and nursing staff, to enable the Tribunal to come to a decision as to whether or not the detention of the patient concerned under the Mental Health Act is a proportionate and justifiable response.

2.9.7 Care Co-ordination

On receipt of an appropriate referral the service will appoint a Care Co-ordinator who will coordinate the whole process of assessment, care planning and implementation within the statutory frameworks (see Appendix A). The Care Coordinator will meet with the service user, and their family and Carer (where appropriate) and agree their package of care, detailing the goals of that package, who is responsible for what action, timescales and contingency plans in the case of any change in the individual's needs. They will introduce the individual to the team's approach to assessment, care planning and implementation and make clear the arrangements for support 24 hours a day 7 days a week during the course of their involvement. The Care Coordinator is responsible for convening regular reviews of the individual's care and for ensuring appropriate services are in place on discharge from the team.

2.9.8 Interventions

The service will provide a range of interventions as agreed through the assessment and care planning process. They will also coordinate those elements of care being provided by other teams or agencies.

The range of interventions provided by the service will be of a level and quality that will contribute to meeting local need. All interventions will be evidence based and meet the relevant NICE guidance.

2.9.9 Assertive Engagement

Care co-ordinators proactively manage their caseloads. Clients with high risk are assertively engaged. 7-day follow-ups are completed as part of CPA in client discharge procedures, in line with the Suicide Prevention Strategy.

2.9.10 Suicide Prevention and Harm Reduction

A variety of risk, self-help and therapeutic interventions with the aim to reduce risk of self harm and suicide will be embedded into care plans and care planning will take especial regard of risk factors and triggers for the individual. Information from Carers and families should be sought in ensuring a thorough risk assessment and self-harm threshold.

2.9.11 Medication

Care co-ordinators work with the Medical teams and the pharmacy in relation to safe storage, safe prescribing and recommendations in respect of NICE guideline.

- Policies in place for safe storage and the use of medication.
- Training for staff in relation to changes to medication.

2.9.12 Management of Associated Difficulties

Regular assessment of co-morbidities such as:

- Substance misuse.
- Learning Disabilities.
- Physical Disabilities.
- Help In Accessing Local Services and Educational Training And Employment Opportunities

Social inclusion is central to the assessment and care planning process. The service has strong working links and referral pathways into the social inclusion and review and recovery services. Additional links with external agencies, which promote social inclusion for example, employment, housing, education, training and community participation are key. The service will work proactively with any other providers undertaking delegated duties on behalf of Wirral Council to engage and plan appropriately for individuals.

2.9.13 Attention to Client's Physical Health

Physical health assessment is included within the CPA process owing to the co-morbidity of poor mental health with poor physical health.

Medical teams and care co coordinators encourage people to go to their GP to carry out annual health checks as per Department of Health directives. All clients should be registered with a GP where possible and actively encouraged to access primary care and health improvement initiatives (i.e. smoking cessation).

Health Checks will also be carried out at the Clozapine clinics, Lithium clinics and Depot clinics.

2.9.14 Relapse Prevention

Care co-ordinators will work with clients to support relapse prevention, for example, Wellness Recovery Action Plan (WRAP), advance directives and decisions. Contingency plans will be identified in the CPA wellbeing care plan and individualised plans which must be kept on file. The client and significant others involved in the client's care must also be provided with a copy. Efforts should be made to identify and reduce any stressors which precipitate relapse. A prevention plan is agreed with the client and involves family/Carers/ significant others as based on individual need/ circumstances.

2.9.15 Crisis Intervention

- Crisis input is part of the contingency plan in clients care plans.
- Team cover can respond in Care Co-ordinators absence.
- Urgent outpatient appointments can be accessed if need dictates this action
- Referrals will be made to the crisis/home treatment team if necessary.
- A 24 hour service is available for statutory assessments under the Mental Health Act, by CMHT and Approved Mental Health Practitioners.

2.9.16 In-patient and Respite Care

Strong working links with inpatient services, including admission, attendance at ward rounds and discharge arrangements are important within the service. The service works with non-statutory organisations to provide respite where appropriate. Clients and Carers are involved in discharge planning where possible.

Where appropriate the team will signpost the service user to smoking cessation and/or other health promotion services.

2.9.17 Continuity of Care

The Care Coordinator has an overall responsibility to ensure that clear instructions are available should support be required out of hours. Care coordination will be maintained during any inpatient spell or where care is being provided by the Home Treatment Team.

Following discharge from inpatient care, the Community Mental Health Team will ensure that follow up face to face contact occurs within 7 days of discharge. As stated above, links with Primary Care services should always be maintained. Joint protocols should be in place for managing common conditions. The team shall also ensure that structured liaison with other Local Authority services is in place.

2.9.18 Transition

Mental Health Adult staff will engage with colleagues in CAMHS / Wirral Council Children's Services to plan for effective transition for young people into adult mental health services, where appropriate and eligible. This is the expectation of the whole mental health service and not just Adult Social Care staff.

2.9.19 Discharge

All service users will be involved in regular reviews of their care needs, and a decision to discharge from the service will be made within the framework of the CPA/Single Assessment Process protocols. Service users will be discharged from the service back to Primary Care promptly when deemed appropriate by the MDT and/or Care Coordinator.

Discharge letters/CPA review forms will be comprehensive and indicate current treatment plans, and procedures for re-referral if necessary. Criteria for discharge from the service include the following:

- The individual's mental health problems and circumstances that led to the referral have been stabilised (as per the care plan) and the needs have been met and no longer requires active intervention.
- The mental health crisis has been successfully treated or managed and ongoing maintenance can be referred back to and managed within primary care.
- The individual is settled and stable within residential or nursing home care, in that the mental health problem no longer causes significant management problems or distress.
- When ongoing social or primary health care is required, but this is not primarily related to the individual's mental health needs.
- When a more appropriate service for ongoing care has been identified, and the individual can be safely transferred to other agencies. Pre-existing risks have been assessed and remain unchanged, but the MDT decision is that positive risk taking is acceptable for current independent quality of life,
- Appropriate protocols are in place for transferring between services delivering delegated statutory social work duties on behalf of Wirral Council.

The service user and any involved Carers or relatives have a clear plan for the future and contact with other services where appropriate.

2.9.20 Workforce and Capacity

There is no minimum staffing requirement for a specific number of AMHPs, but there is the duty to ensure that there is an AMHP available 24 hours a day.

In addition to social work staff, there are also several Administrative / Senior Administrative workers who provide support to the teams.

2.9.21 Management

Social Care Management is provided by:-

- A Senior Manager For Social Work This role encompasses: overseeing the AMHP rota; Leading and advising CWP in relation to Social Care issues; Advising in relation to the requirements of the Mental Health Act 1983; Co-chairing the Wirral Mental Health Commissioning Panel which considers applications for funding of support packages and placements (residential / nursing and supported accommodation).
- CMHT Team Manager(s). These posts are occupied by staff from a range of professional backgrounds however; it is desirable to have Social Work representation at this level.
- Referrals to the integrated mental health teams are usually received from Single Point of Access Team or directly from Acute Care services following an inpatient stay if not previously known to the service.
- Agencies such as housing departments, educational establishments, general hospital services and recognised local charitable organisations, can also access the integrated mental health teams through the Single Point of Access Team.
- Some referrals may be sent directly to integrated mental health teams, e.g.:
- Transfers from other community teams, including Early Intervention Team, CAMHS, LD services, Wirral Memory Assessment Service, CAT, ARBI
- Liaison Psychiatry Service
- Crisis Resolution Home Treatment Team (CRHTT)
- Acute Care service
- Other MH agencies / Trusts outside CWP

The teams involved in delivering the Mental Health Service are described below (sections 2.10 to 2.13)

2.10 Early Onset Dementia Team (Inc. adult's cognitive assessment, alcohol related brain damaged)

2.10.1 Role

Diagnoses, supports and plans reviews for people with early onset dementia (under 65). Take referrals for assessment for ARBI and support them through assessment and recovery.

2.10.2 Objectives

- A diagnostic service for people with memory problems
- Follow up and review
- Care planning, commissioning and review
- Deliver under the statutory framework
- Specialist support and advice to CMHTs
- Provide a specialist AMHP assessment
- Specialist Mental Capacity Act assessments for people with very complex needs
- Guidance in relation to criminal justice
- Court reports
- Work with Wirral Ways to Recovery to promote abstinence

2.10.3 Location

Stein Centre

2.10.4 Days & Hours

Monday – Friday, 09:00 – 17:00

2.10.5 Referral sources

- Other CMHTs
- GPs
- Neurology referrals
- Specialist referrals from voluntary groups e.g. Huntingdon's Society
- SPA

2.10.6 Referral mechanism

Letter, email, face to face, SPA, Liquid Logic

2.10.7 Response Times

As per individual circumstances of clients

2.10.8 Exclusion criteria

People who continue to use alcohol.

2.10.9 Workforce

Suitably trained and qualified workforce

2.10.10 Management

Suitably trained and qualifies management arrangement.

2.11 Early Intervention Team

2.11.1 Role

Provide an early intervention assessment for people aged 14 - 65 experiencing early symptoms of psychosis. Provide the statutory social work and mental health assessment framework.

2.11.2 Objectives

- Prevent progression of people's conditions
- Provide an early response for people experiencing a first episode
- Provide advice, guidance, signposting and support
- Provide assessment and support planning
- Arrange services as required
- Provide psychosocial education
- Provide employment support
- Provide access to therapies
- Provide support to Carers

2.11.3 Location

Stein Centre

2.11.4 Days & Hours

Monday – Friday, 09:00 – 17:00

2.11.5 Referral sources

Same as above (but with schools)

2.11.6 Referral mechanism

As above

2.11.7 Response Times

Person must be seen within 14 days of referral

2.11.8 Exclusion criteria

Anyone who is post-first episode (previous admissions / previous treatments)

2.11.9 Workforce

As above (with one support worker)

2.11.10 Management

Suitably trained and qualified management arrangement

2.12 Home Treatment Team

2.12.1 Role

The Home Treatment Team works with complex cases, all persons with a severe and enduring mental illness, bipolar, depression and anxiety, personality disorder. Provide support for early discharge from hospital and prevent relapse.

2.12.2 Objectives

- provide support for early discharge from hospital
- Prevent relapse
- work to prevent admissions
- prescribe medication
- provide home support to prevent further deterioration
- work closely with the acute services planning aftercare and discharge
- attend weekly MDTs to proactively work with a range of professionals (including staff in the integrated care line) to prevent relapse
- provide a Carers crisis line

2.12.3 Location

Stein Centre but also work into acute services at Clatterbridge.

2.12.4 Days & Hours

24 hours / 7 days

2.12.5 Referral sources

Integrated and acute care, mainly in-patient services, out of hours, GPs, street triage, criminal justice.

2.12.6 Referral mechanism

As above but Self-referral for people open to secondary services (dedicated 24hr phone line).

2.12.7 Response Times

4 hours, but working toward 2hrs

2.12.8 Exclusion criteria

People who aren't in crisis

2.12.9 Workforce

As above
(6 support workers)
(4 AMHPs)

2.12.10 Management

As above

2.13 Administration

2.13.1 Role

To provide administrative support to operational teams including call handling, recording and minute taking and other duties as required.

2.13.2 Location

Stein Centre and Millennium Centre

2.13.3 Days & Hours

9-5, Mon-Fri

2.13.4 Workforce

Suitably qualified and experienced

2.13.5 Management

Suitably qualified and experienced

2.14 Emergency Duty Team Response

2.14.1 The Council operate an Emergency Duty Team (EDT) service, which is under review. CWP operate an out of hour's manager on call rota. The EDT service will respond to crisis social care situations that occur out of hours, and that require urgent intervention. EDT may contact the CWP out of hours manager on call on cases held and managed by CWP, and where this is required.

2.14.2 CWP will share relevant information on request from the EDT service and the EDT service will share relevant information with CWP.

2.14.3 CWP will work collaboratively with the council to enable CWP AMHPs who elect to undertake sessional work within EDT to do so. AMHPs undertaking this work are required to have regard for their total working hours, ability to undertake this work without impacting on their primary job role within CWP, and to have regard for any potential conflict of interest. There is no requirement on CWP to provide AMHP staff to support the EDT rota and it is an individual decision that an AMHP may take and which will generally be supported.

2.14.4 CWP will ensure that EDT is alerted to any safeguarding concerns or other social care urgent situation which they anticipate may occur and which may be referred to them out of normal office hours.

2.14.5 CWP will receive information and take required actions in a timely manner on people referred from EDT following an intervention.

2.14.6 The EDT service will not accept handover of work from CWP where planned or unplanned work undertaken by CWP extends beyond their normal service hours.

2.15 All Age Disability

2.15.1 Children With Disabilities Service (Including Children's Transitions)

The Children with Disabilities Service has statutory responsibility for Children in Need, Child Protection, safeguarding, Children Looked after and Care Leavers. These responsibilities are covered by the following legislation:

- Children Act 1989
- Children (leaving care) 2000
- Children and Young Person's Act 2008
- Children and Families Act 2014.
- 0-25 Special Educational Needs and Disability Code of Practice
- Care Act 2014
- Chronically Sick and Disabled Persons Act 1970
- Equality Act 2010
- Local Authority Social Services and National Health Service Complaints (England) Regulations 2009
- Procurement, Patient Choice and Competition Regulations: guidance and hypothetical case scenarios (Monitor)

- Special Educational Needs (Personal Budgets) Regulations 2014
- Special Educational Needs and Disability Regulations 2014

2.15.2 Role:

The service will:

- Ensure early intervention, working with the Early Bird Programme (which works with families from the onset of an Autism diagnosis).
- Work collaboratively with parents and Carers to gain a better understanding of their child as they grow and their behaviours.
- Work collaboratively with the SEND Team to ensure multi agency planning for children and young people with special educational needs and disabilities enabling a support plan that meets all needs and provides equal opportunities.
- Work collaboratively with special schools and local colleges to ensure the best opportunities are afforded to our young people as they grow in our community.
- Support access to services which can be provided via Direct Payments or Personal Budgets to allow for greater choices and control for families.
- Assess need, and plan support with children with disabilities and their families.
- Manage Children In Need; co-work with colleagues in children's services all S47 Investigations, Child Protection, Children who are Looked After and Leaving Care who are in receipt of services from the All Age Disability Service.
- Arrange support packages which can include Domiciliary Care, Personal Budgets, Direct Payments, Family Support and Residential Short Breaks.

2.15.3 Objectives

That children with a disability are seen as children first and foremost

Ensuring that children with a disability are safe in their home/care environment

Children with a disability have their needs assessed and support provided

Children with a disability have access to appropriate services both mainstream and specialist

That Children with a disability are encouraged and supported to achieve their potential

That children with a disability receive a robust and coordinated service from social care, health and education

2.15.4 Outcomes

That children with a disability are supported as individuals with their own needs and aspirations.

That children with a disability and their parent/Carers are listened to and their voice can be heard through the assessment and care planning process.

That children with a disability and their parent/Carers are provided with choice and control in respect of the support received.

That children with a disability are given every opportunity to be independent and engaged with their local community

2.15.5 Exclusion criteria

- Children whose primary identified needs are emotional and behavioural difficulties.
- Children/young people with mental health problems or attention deficit disorder (ADD) or attention hyperactivity disorder (ADHD).

2.15.6 Location

The children with a Disability Service will be co-located along with Adult Disability Services and CWP at the Millennium Centre, Twickenham Drive, Leasowe.

2.15.7 Workforce

The Children with a Disability teams will include;

- A suitably trained and qualified workforce

2.15.8 Management

A suitably trained and qualified management arrangement

2.16 Integrated Disability Service (including Adult Transitions)

2.16.1 Overall description

The main business of the IDS is:

- Assessment, support planning, re-assessment and reviews of progress (applying Care Act eligibility criteria) of adults with lifelong conditions and complex needs acquired before the age of 18.
- Undertaking Mental Capacity assessments and associated legal work (e.g. DoLS and Court of Protection).
- Working collaboratively with health providers and CCG colleagues to provide advanced assessments (including CHC and S.117 aftercare arrangements).

IDS team members:

- **Help get services:** through assessment and support planning make sure the right services are provided;
- **Co-ordinate services:** making sure that the support, health and other services involved are focussed on the service users outcomes;
- **Communicate:** support the service user by facilitating communication about progress in achieving outcomes and responding to queries from services involved.

It also supports the development and quality of the local specialist and general services through advice and guidance, training programmes, professional support and joint assessments with other specialists. The IDS has particular close working relationships in “Transition” (young people from age 16 to 25) and older people’s services (provided by WCFT) as the LD population profile has grown older. Joint assessment and support planning is also done in partnership with Mental Health services where appropriate.

The IDS will form part of the wider All Age Service, which will encompass psychology, psychiatry and other allied health professionals. See section NUMBER (areas for further development)

The IDS follows the Assessment and Support Planning processes for Social Work services. The service will hold a caseload of individuals with complex needs for the purposes of assessment and review.

The service also takes the lead for the adult teams in Wirral which provides the core transition of young people from age 16 in line with the Joint Transitions Strategy. This supports the development of Education health and Care Plans for young people up to age 25 as described in the Children’s Act.

Clear pathways for the future IDS will be an area for development and are included in Section 5. This will happen post-transfer with timescales set and agreed with the commissioner.

2.16.2 Objectives

- Better outcomes for service users in terms of their health and wellbeing, skills, the part they play in their community.
- Ensure the safety of service users and that their experience of services is personalised, reliably delivered and achieves outcomes for service users.
- Support generically available services and other specialist services to be able to respond better to service users through partnership work with those services.
Ensure services are aware of service user's support needs and supporting planning to prevent and / or respond to crisis.

2.16.3 Outcomes

- Service users will be supported as individuals with their own needs, desires and wishes;
- Service users are seen as equal citizens;
- Service users are treated with respect;
- Service users are included in their community and able to contribute to community life;
- Service users have real choices and control with enough information and support to make choices;
- Service users have sufficient support when needed but are helped to live as independently as possible.

2.16.4 Care Programme Approach

Social care staff will work jointly with other professionals with the Care Programme Approach, where it applies.

2.16.5 S.117

Social care staff will work jointly with other professionals to comply with the S.117 process.

2.16.6 Tribunals and Court Proceedings

Although not a role that is the exclusive the remit of Social Workers, the completion of Social Circumstances Reports for Mental Health Tribunals does fall within the scope of Social Work tasks.

The Social Circumstances Report includes all aspects of the patient's health and social care needs/circumstances, and makes recommendations in relation to future care and support planning, and whether continued detention in hospital under the Mental Health Act is necessary. This provides evidence, which is submitted alongside reports from medical and nursing staff, to enable the Tribunal to come to a decision as to whether or not the detention of the patient concerned under the Mental Health Act is a proportionate and justifiable response.

2.16.7 Location

Millennium Centre, Leasowe (insert address)

2.16.8 Days & Hours

Monday – Friday, 9 - 5

2.16.9 Referral sources

Referrals are received from:

- Adults Integrated Gateway (WCFT)
- Children’s Integrated Front Door
- People who use services
- General Practitioners (directly into the SPA and not via the gateway)
- Health and social care professionals, including:
 - Other local authorities
 - Other CCG’s
 - Acute hospitals (inpatient and physical health facilities)
- Partner agencies, including:
 - Care providers
 - Local colleges & schools
 - Housing organisations
 - Advocacy services
 - Police
 - Probation services

2.16.10 Referral mechanism

Referrals are received via:

- CADT (via Integrated Gateway)
- Children’s Integrated Front Door
- Staff direct contact on open cases
- Transitions Operation Group
- CWP SPA (secondary gateway)

2.16.11 Response Times

- Daily triage arrangement to prioritise cases for response and allocation
- Safeguarding response within 24h hours
- Assessment within 28 days

2.16.12 Exclusion criteria

- People with autism only where there is no complexity of need
- People with a primary mental health need
- People with complex needs acquired post-18 (*unless otherwise agreed*)
- People who are not eligible under the Care Act

2.16.13 Workforce and Capacity

This service will be provided by a suitably trained and qualified workforce to ensure that the delivery and statutory requirements are met.

2.16.14 Management

The service will be managed by suitably trained and social work qualified Managers to ensure that the delivery and statutory requirements are met.

2.16.15 Transforming Care

The Transforming Care Programme Board in its document “Transforming Care for People with Learning Disabilities – Next Steps” Set out the detail of the national programme of work to put into operation the Concordat. One important part of the Next Steps plan is the “Service Model for Commissioners of Health and Social Care services (October 2015), which sets out a national template for services.

The Integrated Disability Service (IDS) works as a local translation of the national template for learning disability core principles, which is flexible both in the nature of its delivery and in how it meets local demographic challenges through:

1. Supporting Positive Access to and Responses from Mainstream Services (Health Promotion, Health Facilitation, Consultation and Training)
2. Enabling Others to Provide Effective Person-Centered Support to People with Learning Disabilities (through specialist assessments and formulations, advice, person-focused training, short-term care coordination and clinical support)
3. Direct Specialist Clinical Therapeutic Support for People with Complex Behavioural and Health Support Needs (through specialist assessments and formulations, advice, training, longer-term care coordination and clinical support)
4. Responding Positively and Effectively to Crisis
5. Quality Monitoring Reviews and Strategic Service Development in support of Commissioners;

2.17 Family Support (see appendix HH Family Support Team pathway)

The Children with Disabilities Family Support Service specialises in planned, time limited support for children and young people who have complex disabilities. The team provides tailor made support packages to assist families in meeting the unique challenges of living with a complex disability. The service works primarily with children and young people who have an ASD diagnosis, SLD and who may present challenging behaviour. Work involves intensive wrap around parenting support and direct work with children and young people taking them out for short breaks in the community. The team works closely with LD CAMHS and Clinical Psychologists, to support young people.

The Family Support Service and associated budget will transfer to CWP and access to this service will continue to be through the existing referral pathway;

CWP will establish Resource Management arrangements for the Family Support Service and will be organised and chaired by a CWP manager. CWP will allocate the resource accordingly in relation to the assessed need and prioritisation of cases.

The All Age Disability Service will provide a comprehensive, inclusive and dynamic service for children and adults with disabilities. The EHC plan will drive planning for children, young people and adults, who remain in an education setting, to enable them to meet their aspirations and achieve the best possible outcomes in line with their individual needs.

For a young person with an EHC plan, the All Age Disability Service will ensure that the transition to adult care and support is well planned and integrated with annual reviews of the EHC plans, which must include provision to assist in preparing for adulthood from Year 9 (age 13 to14). Transition assessments for adult care and support must involve the young person and anyone else they want to involve in the assessment and include the outcomes, views and

wishes that matter to the young person, much of which will already be set out in their EHC plan. Where a young person's needs are not eligible for adult services, the All Age Disability Service must provide information and advice about how those needs may be met and the provision and support that young people can access in their local area.

For children with complex disabilities, who are receiving support from the All Age Disability Service, transition planning will remain the responsibility of their allocated social worker and planning will commence from 16 years. The All Age Disability service will work closely with Wirral Council's Children's Services Locality and Child in Care Teams. Where it is identified that a young person is likely to require support into their adulthood, Transition Services will assist and work collaboratively with the Wirral Council when a child reaches 17 years to ensure all preparatory work is undertaken to enable a smooth transition from Children's services to the All Age Disability Service for Adults at 18 years.

Wirral council can access transition services by;

- Social worker completes referral to the CWP responsible Manager for the All Age Disability Service.
 - All referrals are managed through the monthly Transitions Allocations Meeting
- Should there be a need for intensive support or high cost provision then this will be presented to the Transitions Operational Group. The Transitions Operational Group will track all complex disability transition cases from age 14 years to enable informed strategic planning for future services.

For Care Leavers with disabilities who are not Care Act eligible, Wirral Council will be responsible for providing support post-18 via the provision of a Personal Advisor (PA). For all young people who are looked after and are Care Act eligible, post-18 support will be provided by the Transitions social worker within CWP who will become the lead agency. In these circumstances, PA support provided by Wirral Council will be available in line with the Leaving Care Act 2000.

2.18 LD CAMHS/CAMHS

The Learning disability CAMHS service will be co-located within the All Age Disability Service. Referrals are made by the social worker in All Age Disability to the LD CAMHS team manager using the electronic referral pathway. Consultation between services is available on request to determine eligibility and priority of need. Regular management and team meetings will be held between the services to review demand, impact, resources and future development of the service.

2.19 Mental Health Transition

Mental Health Adult staff will engage with colleagues in CAMHS / All Age Disability and Children's Services to plan for effective transition for young people into adult mental health services, where appropriate and eligible.

2.20 Occupational Therapy (children)

The Occupational Therapy Service is commissioned by WC as a commissioned service. See section 3.12

2.21 Extra Care Allocations

2.21.1 The Council currently commissions care support for five extra care schemes within the borough (201 places across all 5 schemes). The Council is looking to develop additional specialist extra care schemes in partnership with the housing sector. Care and support in extra care schemes is commissioned by Wirral Council. In relation to extra care, the role of CWP is described as follows:

- Management of the referral and allocations process for LD Extra Care housing in Wirral in partnership with Wirral Council housing department
- Working collaboratively with housing providers
- Working collaboratively with the Council on strategic housing provision
- Work collaboratively with commissioners on services associated with extra care schemes
- Undertaking annual reviews of the individuals living in extra care schemes who are in receipt of services
- Chair the LD Extra Care Panel to facilitate the management and allocation of places as per the nominations agreement
- Work collaboratively with WCFT on allocations across all extra care schemes

2.22 Adult Safeguarding (Refer to Appendix C)

2.22.1 CWP will provide a safeguarding response to individuals or groups of people within the multi-agency procedure. Safeguarding applies to any adult person at risk to whom suspected abuse takes place within the boundaries of Wirral, irrespective of whether they ordinarily reside in another locality or are a self-funder. Further detail on the duties on CWP in respect to safeguarding are in Appendix C. The majority of safeguarding work for CWP will be based on its existing and known caseload. However circumstances will arise for new safeguarding referrals when given either people's individual circumstances and presenting needs or new cases where CWP service may be the best placed professional service to deliver an effective safeguarding response

2.22.2 In relation to safeguarding, CWP will:

- Ensure staff are appropriately trained
- Provide an annual training program that addresses requirements e.g. enquiry officer training, refresher training for existing enquiry officers
- Update and train all staff in respect of new requirements
- Ensure procedures, policy and guidance are up to date and introduce new guidance etc. as it becomes identified, working collaboratively with the Safeguarding Team in the Council
- Work collaboratively with partner organisations to ensure appropriate strategic links
- Respond to press enquiries about safeguarding in collaboration with the Council and other bodies
- Produce, maintain and regularly review a range of multi-channel public information which supports the safeguarding processes relating to the Trust that supports the safeguarding of the service.
- Respond to complaints in relation to safeguarding
- Contribute to Adult Safeguarding Board
- Contribute Children's Safeguarding Board
- Keep up to date with regional and national work to improve safeguarding practice
- Involve itself in wider issues such as prevention of abuse, channel and prevent exploitation of vulnerable adults in relation to extremist activity
- Undertake investigations of alleged abuse
- Organize and chair strategy meetings for individuals ensuring accurate records are kept Develop, implement, review and maintain adult protection plans
- Work with other agencies on a whole family approach
- Comply with the duty to co-operate with MAPPA and MARAC requirements
- CWP will provide social workers to contribute to the work of the multi-agency safeguarding hub (MASH) to undertake safeguarding referrals. See Appendix G
- Respond to serious case reviews providing relevant information from case work as required, or acting as lead agency as requested by the Local safeguarding Adults Board.

CHILDRENS SAFEGUARDING (Appendix W – EPO)

CWP will provide a safeguarding response to children with a disability within the legislative framework as described in section 2.10.1. Safeguarding procedures will apply to any child when there is a safeguarding concern whether suspected or actual within the boundaries of Wirral, irrespective of whether they ordinarily reside in another locality. Further detail on the duties on CWP in respect to safeguarding children is in Section 2.

2.22.3 In relation to safeguarding children, CWP will:

- Ensure staff are appropriately trained
- Provide an annual training program that addresses requirements e.g. Achieving best evidence
- Update and train all staff in respect of any new legislative changes
- Ensure procedures, policy and guidance are up to date and introduce new guidance etc. as it becomes identified, working collaboratively with the Safeguarding Team in the Council
- Work collaboratively with partner organisations to ensure appropriate strategic and multi-agency links
- Respond to press enquiries about safeguarding in collaboration with the Council and other bodies
- Produce, maintain and regularly review public information which supports the safeguarding processes
- Respond to complaints
- Contribute Children's Safeguarding Board
- Keep up to date with regional and national work to improve safeguarding practice
- Involve itself in wider issues such as prevention of abuse, channel and prevent exploitation of vulnerable children and young people
- Undertake investigations of alleged abuse
- Organize and chair strategy meetings. Develop, implement, review and maintain child protection plans
- Work with other agencies on a whole family approach
- Comply with the duty to co-operate with MAPPA and MARAC requirements and represent at Boards and meetings as appropriate
- Comply with all guidance for safeguarding children in Wirral as described by the Wirral Children's Safeguarding Board: <https://www.wirral safeguarding.co.uk/>

2.23 MCA/DOLS (Refer Appendices D & P)

2.23.1 The Council has statutory duties under the Mental Capacity Act 2005 (MCA) including Schedule A1 MCA (Deprivation of Liberty Safeguards, 'DoLS') to ensure people who lack capacity are able to have their needs assessed and to ensure any decision taken on their behalf is one that is lawful, in their best interests and the least restrictive. Where they meet the lawful requirements to be deprived of their liberty under Article 5 an appropriate process has to be undertaken to ensure that such deprivations of liberty are appropriately authorized. Further detail on the duties on CWP in respect to MCA\DoLS is in Appendix D.

2.23.2 The Council, within its contract with CWP will delegate some statutory duty in relation to MCA and DoLS. Please see Appendix A & Q for a detailed breakdown of these statutory duties.

2.23.3 In relation to MCA and DoLS, CWP will (with a quarterly review):

- Receive new allocations for DOLS via the Integrated Gateway hosted by WCFT
- Accept all new referrals for DOLS from WCFT for service users of CWP, and liaise with the DOLS administrator in WC for waiting list and allocation
- Undertake assessment and review for all new and existing DOLS that are allocated to CWP
- Respond to requests for a Standard Authorisation in accordance with guidance (See Appendices D & P)

- Undertake mental capacity assessments
- Undertake Best Interest decisions
- Liaise and attend coroners court as needed
- Work proactively and collaboratively with the Council's legal team & MCA lead regarding cases that may go to the court of protection because service-users or their representatives are exercising their Article 5 and 8 rights
- Ensure that vulnerable individuals, who are having their liberty considered by the court of protection, have appropriate representation
- Ensure there is a robust system in place to support the processing of multiple allocations
- Quality assure assessments and reports, ensuring recommendations are clearly supported by evidence
- Maintain and review policies and procedures in relation to MCA and DoLS
- Develop systems and processes to respond to the volume of requests in partnership with WC
- Liaise and share best practice with other Councils
- Contribute to national consultations on the DoLS
- Provide managerial oversight and support for practitioners and expert advice and support
- Work collaboratively with the identified MCA lead in the Council
- Ensure there are an appropriate number of trained BIAs who are kept up to date with best practice to meet service requirements
- Ensure robust administrative back-up to support the DOLS process
- Provide data as requested by the commissioner
- Ensure relevant person's representatives are appointed as required under the Act
- Work collaboratively with the IMCA service
- Undertake reviews as required
- Ensure that services users and their representatives are supported to exercise their rights under article 5(4) and apply to the Court of Protection to challenge the deprivation of liberty they are subject to
- Ensure a suitably qualified and trained workforce is in place by the end of year 3 of the contract to complete all of its allocated DOLS assessments
- Adopt and implement the 3B DOLS Review form to streamline the review process and continue to work with the Professional Standards team to explore other transformation and improvement opportunities
- Complete a quota of DOLS authorisations as allocated by WC (to be reviewed at 6 months)
- Complete other non-standard DOLS authorisations in non-residential settings which may require Court of Protection arrangements

2.23.4 Referral Sources

Referrals are made from a number of resources which include:

- Managing authorities (inside and outside of Wirral)
- Hospitals
- Other care settings

The supervisory body must be mindful of the regulations relating to ordinary residence when triaging DoLS referrals.

2.23.5 Referral Mechanism

Initial referrals are made through the Integrated Gateway hosted by WCFT.

2.23.6 Response Time and Prioritisation

The service will aim to ensure all identified service users receive, as a minimum, an annual review in accordance with the Care Act 2014. See Appendix D for more detailed information.

CWP will endeavour to comply with DoLS legislation; which currently requires urgent assessments to be completed within 7 days (can increase to 14 days if an extension is granted) and 28 days for a standard assessment request.

2.23.7 Exclusion criteria

CWP will comply with most current practice relating to ordinary residence when working with DoLS referrals.

2.23.8 Pathways

For safeguarding referrals or reassessments, initial referrals are usually made through the Integrated Gateway

The Best Interest Assessors will operate a system to respond to queries. The BIA's employed by the Trust will provide advice to providers on the process.

The Mental Capacity Act and the Mental Health Act Lead Professional remains within the Council, but provides professional oversight and input to the Best Interest Assessors as an independent person. They will support with arranging and chairing of Best Interest Assessor forum meetings, and will provide guidance on new legislation and reporting requirements as part of the contract monitoring framework.

CWP will act as the Supervisory Body for an allocated amount of cases. The DoLS Authoriser represents the local authority. It is a position of great responsibility and the authoriser must not be in a position of conflict (for example, they must not manage the managing authority in addition to the DoLS service). Who can be an authorising signatory is not defined within the Mental Capacity Act 2005 or the Regulations. Guidance of the role of the supervisory body, best interest assessors and the Authoriser role including appointing the relevant person's representatives can be found in the Mental Capacity Act Code of Practice, the Deprivation of Liberty Safeguards Code of Practice, Schedule A1 MCA 2015 and the Mental Capacity (Deprivation of Liberty: Standard Authorisations, Assessment and Ordinary Residence) Regulations 2008.

2.23.9 Workforce and capacity

The Service is staffed by appropriately qualified professionals who have been BIA trained (these could be nurses, social workers, occupational therapists, psychologists or psychiatrists) A BIA must not carry out a best interest assessment under Schedule A1 if that BIA is involved in the care, or making decisions about the care, of the relevant person. A person required to authorise a standard authorisation cannot have had any dealings with the case prior to the authorisation.

2.23.10 Management

The Best Interest Assessors will be managed by suitably experienced Managers within the CWP

2.24 Care Arranging Team (CAT)

CWP will not host the Care Arranging function relevant to all persons to whom the Council owe duties under the Care Act 2014. This is hosted by WCFT, and the Council has established working processes, pathways, protocols and dispute resolution measures in relation to Care Arranging which ensure people who use services do not have any delay in having their needs assessed and met. CWP will refer all requests for service via the CAT.

The role of the CAT is to provide a care arranging function for Integrated Care Co-ordination Hubs, teams within CWP and Mental Health and Learning Disability social work staff. To arrange care funded by Wirral Council following a referral from a Social Worker or Assessment Support Officer by contacting contracted providers of Domiciliary Care and Supported Living Care. CAT's main focus is Older People and Under 65 domiciliary care provision and Learning Disability Supported Living Provision.

The CAT acts as a conduit between teams and the approved and accredited existing providers, arranging packages of care. Currently the team primary function is brokerage of Domiciliary Care packages for older people and Support Living Service for LD. Key areas of operation for the CAT are:

- Maximise flow through Hospital discharge
- Point of contact for SW / Home queries
- Keep oversight of capacity within the market to inform Managers and commissioners as requested

The CAT arranges the following services:

2.24.1 Domiciliary Care

- Including recording weekly feedback on reablement service and input into Liquid Logic

2.24.2 Supported Living

- Procure all supported living via email
- Floating Support
- Outreach Support
- Accommodation based support (HMOs / Shared Accommodation Schemes)
- Mental Health Supported Living – upcoming – to be implemented within CAT
- Care element of LD / MH housing support options
- Financial paperwork – ensure care documentation is controlled and ensure payments are expedited in accordance with contractual arrangements.

2.24.3 Residential / Nursing Placements

- Advice on vacancies
- Respite brokerage
- Point of contact for Social Worker\Home

2.24.4 Shared Lives

Control and brokerage of family placements

2.24.5 Extra Care Housing (ECH)

Extra Care Panel and requests/applications for extra care placements are made via the extra care panel for older people hosted in WCFT.

CWP will implement and establish an extra care panel for disability extra care and liaise accordingly with the WCFT panel accordingly.

2.24.6 Other Services

Any other service type as agreed with the Council commissioners

2.24.7 Hours of Operation

The CAT is open 7 days a week, 365 days per year (with the exception of Christmas Day, Boxing Day, and New Year’s Day), hours as follows:

Monday - Friday	08:00 – 18:00
Saturday - Sunday	08:00 – 16:00

2.24.8 Referral Method

Direct contact can be made with the CAT via telephone and email.

Telephone	<i>As notified from time to time</i>
Email	<i>As notified from time to time</i>

2.24.9 Commissioned Care for Children

CWP will not have responsibility for commissioned care for children with a disability. This function will remain with WBC who will establish working processes, pathways, protocols and dispute resolution measures with CWP.

The commissioned care for Children with a disability will include the following;

- Residential Care
- Independent Fostering placements
- Contact Service
- Specialist external assessments/reports i.e.; psychological reports/PAMS
- Respite provision
- Domiciliary Care
- Shared Lives

2.25 Information

- 2.25.1** CWP will be required to input and maintain information in Live Well Wirral and the Local Offer about the services it provides including any relevant links to other sources of information.
- 2.25.2** CWP will be required to use Live Well Wirral as a tool for signposting individuals to support and services which could meet their needs, regardless of whether national eligibility criteria are met.
- 2.25.3** CWP must produce, maintain and regularly review a range of multi-channel public information which meets the information needs of people who may require adult social care services. This public information must assist people in their decision-making about their future care and support needs.
- 2.25.4** CWP will work collaboratively with Wirral Council on any changes to policy or legislation which requires revisions of key messages or information for the public. CWP will work collaboratively with Wirral

Council and commissioners in revising and refreshing current policy, legislation and strategy, and in developing any future plans.

2.25.5 CWP must ensure equal access to information across different channels and identify new opportunities and resources, in full compliance with Accessible Information Standards.

2.26 Complaints Management (including Freedom of Information requests)

2.26.1 With regard to complaints management the following will apply:

- Complaints can be made either to the Provider (CWP) or to the Commissioner (WC); service users and their representative will be so advised.
- Complaints received by the CWP related to all aspects of contracted service delivery by CWP will be investigated and responded to by CWP who will inform WC of outcomes.
- Where a complaint is received by CWP, but the response requires a decision regarding charges for the service, the draft response will be forwarded to the Council for decision
- Complaints received by the WC related to all aspects of contracted service delivery by CWP will normally be investigated by CWP who will inform the WC of the outcomes and prepare draft responses to be agreed and sent by the WC
- In some circumstances, due to complexity, sensitivity etc, WC may decide to investigate the complaint directly, by means of a formal investigation. CWP will co-operate fully with this process in terms of sharing records, making staff available for interview. A copy of the Report will be shared for comment before final response
- Political enquiries received by CWP relating to all aspects of contracted service delivery by CWP will be responded to by CWP who will inform the WC of outcomes
- Political enquiries received by the WC relating to all aspects of contracted service delivery by CWP will be investigated by CWP who will inform the WC of outcomes and prepare draft responses to be agreed and sent by the WC
- FOIs received by CWP related to all aspects of contracted service delivery by CWP will be investigated and responded to by CWP
- FOIs received by the WC related to all aspects of contracted service delivery by CWP will be responded to by the WC with information supplied by CWP
- Where there are aspects of the complaint beyond CWP direct responsibility, but are part of the health and social care system e.g. housing/adaptations, financial assessment, joint funded packages of care, etc., CWP will discuss with WC who may oversee the investigation and response
- WC will retain the role of liaison with the Local Government Ombudsman (LGO), and Cheshire and Wirral Partnership (CWP) will provide information in accordance with LGO timescales for WC to respond to the LGO
- WC will arrange independent complaint investigators where required; and for Stage 2 Children's complaints appoint the Independent Person
- Complaints activity will be reported on by CWP to WC contract managers.

2.26.2 In responding to complaints, CWP will:

- Ensure the handling of representations and complaints is in accord with local governance and national regulations
- Receive representations and complaints and assess the correct route for the individual's expressed issue. This will require an assessment of the initial contact and may include additional contact to make a clear assessment of the most appropriate process
- Direct complaints to Complaints Investigators within the relevant services to initiate a process of investigation and reporting according to the regulations
- Support investigating officers through the process of investigation to ensure procedure complies with regulations

- Track progress of complaints particularly those that may require investigation across more than one service
- Following conclusion of investigation and reporting provide a Quality checking service to assure consistency of process and clarity of outcome
- Ensure Safeguarding issues that may arise are appropriately alerted
- Ensure processes are in place to manage complaints where multiple agencies are involved
- Support the Council regarding interface with the Ombudsman's office on complaints being investigated by that Office, and provide information on such complaints
- Coordinate enquiries, representations and complaints from Members of Parliament (National and European) and Councillors or other representatives acting on behalf of constituents, including feedback to representative of the Council
- Contribute to the overall quality assurance processes of social care through feedback of particular learning important for service delivery, and ensure this is fed back through the appropriate contract monitoring route
- The expectation is that the at least 70% of complaints will be responded to with 25 days for complaints related to Adult Social Care. Where longer is required (eg due to complexity) CWP will notify complainant if received direct or WC if received via the Council.
- Complaints regarding Children's Services will be dealt with in accordance with the statutory 3 stage process and timescales:
 - Stage 1 – response within 10 days, or exceptionally, and with complainant agreement 20 days. CWP to respond and copy response to WC
 - Stage 2 - response within 25 days, or exceptionally, and with complainant agreement 65 days. CWP to oversee the Investigation, the Adjudication Process and Formal response will be the responsibility of the Council.
 - Stage 3 – Review Panel, within 30 days. Process to be overseen by Council
 - Produce an annual report for the Council, focussed on the outcomes and learning from the year's activity.

2.26.3 CWP will support and assist individuals, including referring to advocacy to provide clarity on the nature of their complaint and refer on to more appropriate complaints or customer care services as appropriate. A complaint can be closed if:

- A complaint or other representation is referred on to a more appropriate agency
- The individual making the representation or complaint withdraws the complaint before response
- The complaint is concluded following investigation
- On the individual will be advised that they may refer the complaint to the Commissioner (WC) if it hasn't already been referred and the existence of the Local Government Ombudsman's service.

2.27 Civil Contingencies and Emergency Planning (Refer to Appendices J and K)

2.27.1 CWP will assist the Council in its Emergency Planning role which is described in Appendix K and respond on behalf of the Council under the Civil Contingencies Act by taking the following actions:

- The provision of medium to longer-term welfare of survivors e.g. social services support, bereavement and trauma support, help-lines which should answer the public's questions and staffing drop-in centers
- To work collaboratively to assist the Council in key elements of the Council's role as coordinator under the Civil Contingencies Act as identified in section 2.2 in Appendix J
- To provide sufficient rest center managers with support staff
- To work with the Council to ensure a suitable training programme is identified for relevant staff and other roles and to contribute to delivery of the programme as required

- To provide strategic representation at the Councils Emergency Management Team and/or Strategic (Gold) Command in line with specific emergency response requirements
- To work with the Council to ensure the responses to enquiries from MPs, elected members, and others, are dealt with in line with expected procedures and in a timely manner
- Make information available to the public about arrangements to warn, inform and advise the public in the event of an emergency
- Share information with other local responders to enhance control and co ordination
- Cooperate with other local responders to enhance coordination and efficiency
- The provision of immediate shelter and welfare for survivors not requiring medical support and their families and friends via evacuation, rest, humanitarian and other centres to meet their immediate to short term needs
- The provision of rest centre management, staff and befrienders and arrangements to ensure continued staffing levels for the duration of the incident
- To work collaboratively with multi-agency partners to deliver an effective service, putting in place the necessary protocols and working practices to do so.

2.28 Professional Standards (Refer to Appendices E, F, R and EE)

2.28.1 CWP will ensure their staff engaged on the Services meets the Health and Care Professions Council (HCPC) Standards of Proficiency for Social Workers and Occupational Therapy (Ref Appendix E, F and R) The detailed requirements that CWP must meet are set out in Appendix E & R.

2.28.2 Wirral Council is providing professional standards guidance as set out in (Appendix H) CWP will comply with the obligations on them as set out in (Appendix E & R). There is a toolkit in Appendix F to assist.

2.29 Support required enabling the Council to carry out its charging and debt recovery

WC will not delegate to CWP its functions under section 14 of the Care Act (function of making a charge for meeting needs) and section 17 of the Care Act (function of carrying out a financial assessment in relation to the making of the charge) in respect of meeting needs for care and support under sections 18 or 19 of the Care Act; and (b) its functions under regulations made under section 2(3) of the Care Act (function of making a charge for the provision, or arranging the provision, of services, facilities or resources or taking other steps under section 2(1) of the Care Act); and that the agency arrangements described elsewhere in the agreement will apply instead.

2.29.1 CWP will:

- Ensure appropriate business processes are in place to underpin application of all policies (e.g. Pre-Service financial requests are being sent).
- Support review of policies and factsheets for charging as required.
- Assist the Council in conducting any general charging policy consultation required.
- Attend meetings, as required, with the Council to ensure full compliance with legislation and other matters.
- Promote alternative access channels and speed of response.
- Provide the public with high quality and user-friendly information on deferred payments, top-ups and charging.
- Ensure staff attend training when any changes are made to ContrOCC or Liquid Logic.
- Provide information to the Assistant Director for Health and Care Outcomes on the numbers of referrals to PFU for assessment.

- Promote the use of online care and financial assessment.
- Ensure publication and circulation of all policies regarding fees and charges to all stakeholders
- Provide up-to-date fact sheets for easy access. Ensure factsheets are updated annually (using information provided by Wirral Council), to reflect changes.
- Provide factsheets (using information provided by Wirral Council) for easy access through the internet this must include (but is not limited to): deferred payments, top ups, charges for residential and non-residential clients and paying for charges.
- Conducting any general charging policy consultation (in collaboration with Wirral Council) required.
- Ensure that all potential service users are informed there is a charge for care, and that service users have responsibilities in regards to paying for that care.
- Provide information to the Assistant Director for Health and Care Outcomes on the numbers of referrals to the Council.

2.29.2 CWP will:

- Ensure the capacity of any client to deal with their financial affairs at the outset of dealing with the client and that a suitable representative is identified if the client does not have capacity.
- Ensure the representative, where one exists, is aware of their financial responsibilities, i.e. if a service user, after assessment, is considered able to pay (either in full or in part) for care received, they will be expected to make those payments. If appropriate, CWP will ensure the representative has power of attorney, or is a court-appointed deputy.
- Work collaboratively with the Council on the implementation of legislative changes to charging and assessment.
- Inform the Council (PFU) on any financial matters pertaining to client charging and debt recovery, relating to service users.
- Promote the take-up of direct debits as the preferred means for clients to pay contributions.
- Respond to Council requests as to the capacity of clients to deal with their own financial affairs.
- Signpost individuals or their representatives to independent advocacy services and to independent financial advice.

2.29.3 CWP will:

- Ensure Liquid Logic is up to date, in relation to address of service user, date service user care started and date of death (where known). Liquid Logic should be updated within 5 working days of the notification.
- Request Pre-service financial assessment to enable completion of financial assessments ahead of service commencement.
- Record details of financial agent.
- Ensure that information relating to variations to and breaks in care services is gathered from care providers and is recorded promptly and accurately in Liquid Logic.
- Ensure chargeable services are activated on Liquid Logic within a maximum of 5 working days post service commencement.
- Ensure detail of service users and their third party top up support is entered into Liquid Logic for all top up cases within 5 days of a client being placed in care and a third party agreement being made. This must include all relevant legal and financial documentation, which will highlight liability for payment and address, contact telephone and email address.

2.29.4 CWP will:

- Hold meetings as required with the Council, to ensure alleged financial abuse is acted upon through investigation.
- If a client does not have mental capacity, ensure the representative has power of attorney, or is a court-appointed deputy. Any instances where a service user does not have mental capacity and the suitable representative has neither taken power of attorney nor is a court-appointed deputy should be referred to the Safeguarding team.
- As part of Safeguarding Vulnerable Adults, identify any cases which trigger concern of financial abuse and raise a safeguarding alert in line with ASC Safeguarding Procedures.

2.29.5 CWP will:

- Play an active role in the debt panel than convenes quarterly and is chaired by an officer of the Council.
- Provide evidence to support any review of any debt that is being presented to the Council Panel.
- Respond promptly to information requests from the Council relating to debt recovery.
- Work with the Council to minimise the level of outstanding debt.
- Provide information to the Council to support decisions on debt recovery that this will include individual casework.
- Respond promptly to information requests from the Council, to enable debt to be recovered and correctly accounted for.
- Attend 'Legal Surgeries', where required, over and above the quarterly panel meetings, as a forum for discussing specific legal cases and agreeing next actions.
- Work proactively with service users to both avoid accruing debt to the council and to ensure recovery of debt alongside council officers.

2.30 Support for the Client Finance Team (Refer to Appendix M)

The Client Finance Support Team is responsible for:

- 1) Administering and co-ordinating the provision of Direct Payments to people who are eligible under the Care Act and who choose to receive their support in this way.
- 2) Financial protection (appointee ship and Court of Protection).
- 3) Providing a co-ordinated response to deaths in the community.

An overview of the processes is described in Appendix M

CWP will carry out the following actions to enable the Council to administer Direct Payments, Financial protection measures and responses to Death in the Community
Direct Payments (timings)

- Within two days (from verbal agreement of support plan with the client) CWP social work staff update Liquid Logic with the completed support plan and send referral to Client Finance Support Team.
- Within one day CWP social work staff complete Service User Agreement and Service Provisioning on LL and email notification to the Client Finance Support Team.

2.30.1 Direct Payments, CWP will:

CWP are expected to facilitate access to Direct Payments for service users. CWP will not hold the contracts for any directly purchased service under direct payments that are not commissioned by the integrated commissioning hub.

- Use professional judgement as to when it's best to involve the client finance support team – generally the earlier the better
- Provide clear evidence on the support plan of how a direct payment has been calculated with assistance from the client finance support team.
- Involve the Client Finance Support Team using the team referral process before the plan is finalised.
- Request a pre-financial assessment via Liquid Logic at the earliest opportunity.
- Work collaboratively with the client finance support team.

2.30.2 Direct Payments for children with a disability

Some children and families will be able to access Direct Payments and will prefer to manage their identified care package in this way;

- A person with a parental responsibility for a disabled child.
- A disabled child age 16 or 17 who is assessed as having mental capacity.

CWP will ensure that the assessment is completed and will include the view of the parents/Carers (Breaks for Carers Act 2010).

CWP will sign off direct payments packages of care up to 10 hours per week, and will refer packages of care over 10 hours per week to the Council Resource Panel.

2.30.3 Financial Protection, CWP staff will:

- Where an individual is admitted to hospital or a residential setting and no next of kin has been identified, to use professional judgment as to when it's best to involve the client finance support team - generally, the earlier the better.
- Make referral as soon as possible to avoid the individual incurring any debt.
- Contact the client finance support team to undertake a joint protection of property visit to collect information about the individual's finances.
- Where an individual is assessed as lacking capacity to manage their own finances within the community and there is no other person willing or suitable to manage on their behalf use professional judgement on whether a referral to the client finance support team.
- Complete a mental capacity assessment specifically in relation to the individual's ability to manage their finances and a referral (form FPT1) to the client finance support team where necessary. The referral must have details of the National Insurance Number, bank account details and all incoming money and outgoing expenses as a minimum. This is especially important if the individual remains in the community as utility bills etc. will need to be known.
- Where the individual has capital assets or a property, give consideration as to whether an application will be necessary to the Court of Protection and complete the capacity assessment on a COP 3 form.
- Request a pre-financial assessment via Liquid Logic at the earliest opportunity.
- Work collaboratively with the client finance support team on issues that arise both during and after the application.
- Authorise any spending requested by the individual or their support workers.

2.30.4 Deaths in the community, CWP will:

- Where a person dies within a community setting (i.e. residential home, hospital A&E department, at home or any other community setting) and there is no next of kin willing to undertake the funeral arrangements and no known assets, the social worker should use their professional judgement as to whether a referral to the client finance support team is necessary.
- Enter the date of death on Liquid Logic.

2.31 Transport

CWP will be required to consider transport as part of the assessment process for both Children and Adults. CWP will adhere to the established transport protocols in the following areas:

- 0-16 years transport policy
- 16-19 years transport policy
- Adults transport policy

CWP once service criteria are met will refer to the Councils transport department to arrange transport or organise a direct payment as appropriate. As for all service areas CWP will ensure that all natural networks have been identified and exhausted as per the transport policies described above.

2.32 Case Transfer Principles (Adults) (Appendix DD)

CWP will work with other nominated parties of the council to ensure continuity of care and safe transfer of cases between teams and services. This will be done with a person centred approach to ensure that people get the right service at the right time from the right team. Principles are included in Appendix DD

3.0 Integrated Commissioning Hub, Middle Office & Back Office Enabling Services

These services are described in the specification as they have a direct interface with the services provided by CWP on behalf of the Council.

3.1 Strategic Hub

This section describes the roles and teams within the Council which are located within the Strategic Commissioning Hub. The roles and function described below may be subject to change as the strategic hub and the Council develops.

3.1.1 Strategic Leadership and Support

The Council currently has the following roles to support its strategic leadership include the following roles:

- Director of Health and Care
- Assistant Director - Health and Care Outcomes
- Assistant Director – Integrated Commissioning

3.1.2 Commissioning, Contracts Management and Quality Improvement (Adults)

The Council currently has the following roles or teams as part as the commissioning of contracts and QA functions include the following roles or teams:

- Lead Commissioner – Community Care Market
- Commissioning Leads
- Carers Project Worker
- Senior Manager – Market Transformation & Contracts
- Contract Leads
- Quality Assurance Officers

3.1.3 Professional Standards Team\Mental Health Professional Lead Support (Refer Appendix H and I)

To include the following roles or teams:

- The Council will provide Professional Standards Lead\support as set out in Appendix H
- Advanced Practitioners
- The Council will provide Mental Capacity Act and Mental Health Act support with a professional lead as described in Appendix I
- Professional Standards Support Officer

The Professional Standards team in Wirral Council will ensure that systems and processes are in place to ensure that approvals for Adult Mental health Professionals are undertaken as and when required. The professional Standards team will work collaboratively with designated personnel from CWP to ensure that appropriate criteria, supporting information and HR processes are in place to support any decision making for AMHP approvals. (see appendix II)

3.1.4 The Systems Support Teams (see appendix JJ and kk)

There are two system support teams in the council:

- The Adults team is based with the Health and Care Hub, and
- The Children’s team is based within the council in the Children and Young people’s department

The teams provide support for both Liquid Logic and Controcc systems, utilised as part of the core contract requirements. Details of the support provided by both teams are detailed in the attached appendices jj and kk .

3.1.5 Children’s Services Business Intelligence (appendix II)

The CYPD department provides an Intelligence service to support organisational performance reporting for children’s services. The service provided is appendix II.

3.2 Middle Office Support to Delivery Units (located within the Council)

This section describes the roles and teams within the Council located within the Strategic Commissioning Hub that will provide a service to the Delivery Units (including CWP).

3.2.1 Client Finance (Direct Payments) (Refer Appendix M)

To include the following roles or teams:

- Direct Payments & Financial Protection
- Children’s Direct Payments Team

3.3 Back Office Support to Delivery Units (located within Wirral Council)

This section describes the roles and teams within Wirral Council that will provide a service to the Delivery Units (including CWP)

3.3.1 Personal Finance Unit

WC will not delegate to CWP its functions under section 14 of the Care Act (function of making a charge for meeting needs) and section 17 of the Care Act (function of carrying out a financial assessment in relation to the making of the charge) in respect of meeting needs for care and support under sections 18 or 19 of the Care Act; and (b) its functions under regulations made under section 2(3) of the Care Act (function of making a charge for the provision, or arranging the provision, of services, facilities or resources or taking other steps under section 2(1) of the Care Act); and that the agency arrangements described in the section 75 agreement will apply instead. To maintain its charging assessment and debt recovery the Council has its own resource that is currently located in within the Personal Finance Unit

3.3.2 Communications

CWP will work collaboratively with WC on any joint communications and publicity around social care delivery functions. CWP will work proactively with WC and its press office to ensure appropriate responses to press enquire and media relations. CWP will produce multi-channel marketing materials to support operational delivery; this will include both digital and printed material.

3.4 Delivery (located within Wirral Council)

3.4.1 Emergency Duty (interim arrangement) (Refer to Appendix N)

Role

The principal responsibility of EDT is to respond to out of hours referrals where intervention from the local authority is required to safeguard a vulnerable child or adult or to provide statutory assessment, and where it would not be safe, appropriate or lawful to delay that intervention to the next working day. EDT may also deal with referrals, which are not assessed as emergencies but where delay before intervention by day staff could cause deterioration in the welfare or safety of the subject of the referral. EDT is not intended to provide the same level of service that is available during normal office hours. It does not have the resources to do so, either in terms of staff or access to information and support from partner agencies.

3.4.2 Objectives

EDT will:

- Deal with referrals, which are not assessed as emergencies but where delay before intervention by day staff would be likely to cause deterioration in the welfare or safety of the subject of the referral;
- Fulfil statutory requirements and all Wirral Council policies and procedures when responding to referrals;
- Deal with referrals in order of priority and with regard to the possible consequences of delay;
- Aim to ensure that the "best value" response is made to all referrals;
- Ensure that referring agencies and individuals are kept fully informed as to Children and Adults Services responses and advised where there is unavoidable delay in dealing with referrals;
- Act in compliance with statutory requirements and all Wirral Council policies and procedures in delivering a timely response to referrals made outside of office hours;
- Deploy internal Children and Adults Services resources and acquire resources from other service providers as necessary and appropriate to meet assessed service needs;
- Maintain sufficient knowledge of local authority and other services to be able to screen and re-direct referrals which are not appropriate for the EDT to respond to;

- Seek to foster good working relationships with all other out-of-hours agencies;
- Foster stronger links and communication with children and adult – day time services.
- Ensure that at all times there are effective working relationships with day services;
- Negotiate clear responsibility for cases involving other local authorities, ensuring that Wirral Council responsibilities are always fully discharged, whether by the EDT or another authority;
- Provide a service, which positively reflects Wirral Council policies on equality and diversity, ensuring that services take account of issues of ethnicity, race, culture, disability, religion, sexuality and gender;
- Ensure that all referrals made and work carried out is clearly and fully recorded in line with Wirral Council requirements, and so as to enable day staff to progress work promptly and effectively
- Ensure that, where appropriate, senior officers in WCFT, CWP and the Council are informed of referrals;
- Represent the Council positively to all other agencies and organisations, using delegated authority appropriately.

For children the Council operates a Senior Management rota to respond to any decisions/requests for information by EDT in relation to children within the All Age Disability Service. The CWP Manager on duty will not be required to provide advice or make decisions in relation to children open to the All Age Disability Service. A Senior Manager from Wirral Council will be available to the EDT service and will provide advice and direction to staff out of normal working hours.

3.4.3 Location

The EDT is based at Wirral University Teaching Hospital (Arrowe Park)

3.4.4 Days & Hours

The EDT service is operational between 17.00hrs and 09:00hrs Monday to Friday, and at weekends from Friday at 17.00hrs through to 09:00hrs on Monday. The service is extended to cover Bank Holidays and other public holidays.

The EDT is only responsible for dealing with referrals which are initially made outside office hours. Where day staff are unable to complete a piece of work, the EDT may exceptionally take this on, provided day staff speak directly to the EDT officer on duty, and provide a telephone number on which they can be contacted after 17.00hrs.

3.4.5 Referral sources

Referrals can be accepted from members of the public, people who use services, providers, partners, health and social care professionals.

3.4.6 Referral mechanism

Referrals are made by telephone to 0151 677 6557

3.4.7 Response Times

Each case is assessed on its own merits and will be responded to based on required need, agreed criteria and safeguarding thresholds

3.4.8 Exclusion criteria

The EDT is principally responsible for providing an emergency service in situations where there is a real and immediate threat to life, safety, health or liberty. The EDT will seek to provide a service where delay could cause deterioration in the welfare or safety of the subject of the referral. The EDT will not receive referrals for routine monitoring of service users or Carers out of hours.

3.4.9 Workforce

Standard wording

3.4.10 Management

Standard wording

3.4.11 Willowtree Respite Provision

The service is available to children accommodated on a voluntary basis under Section 17(6) or Sections 20(4) / 31 of the Children Act 1989 and 2004; the category of admission being determined by the Social Work Team Manager and Social Worker. The home has 9 individual bedrooms to accommodate nine children for varying periods of time determined according to their Short Breaks care plan. The criteria for Overnight Short Breaks are set out within the Fair Access to care for Children with Disabilities.

3.4.11.1 Workforce

29 Support Staff
3 Cooks
2 Domestic
1 Administrator (26 hrs)

3.4.11.2 Management

1 Provider Services Manager/Registered Manager
1 Deputy Manager
3 Team Leaders

3.4.11.3 Arrangements for Admission to Willowtree Respite Provision

Willowtree short breaks provision is provided by Wirral Council. Access to this provision by the All Age Disability Service will be managed by the Council's Resource Management Panel which is held monthly. Members of this panel include;

Provider Service Manager – WBC
Senior Manager – CWP
Team Manager X2 – CWP
Advanced Social Work Practitioner – CWP
Family Support Team Manager – CWP

Wirral Council's Provider Service Manager also has lead responsibility for Short Break Provision and will work alongside WBC commissioners in overseeing contracts for children and young people with a disability short break.

3.4.11.4 Short breaks Services

Section 25 of the Children and Young Persons Act requires Local Authorities to provide a range of short breaks for families who are caring for a child with a disability. Short break provision provides opportunities for children and young people with a disability to spend time away from their primary Carers. These include day, evening, overnight or weekend activities and can take place in the young person's home or in a community setting. This has been achieved through a range of specialist services being commissioned through our current contract with Carers Trust for All to support children and young people being able to access activities including;

- The Belvidere Club
- Sensibility
- Autism Together
- Home Start
- Barnstondale

The Short Breaks Provision and current budget of £214k will remain with Wirral Council. Access to this short breaks provision will be through the existing referral pathway;

- Social Worker completes referral and forwards to Carers Trust for All

Lead responsibility for management of this contract will be Wirral Council's Provider Service Manager in consultation with Wirral Council commissioning team.

3.5 Civil Contingencies

The Council has roles and responsibilities under the Civil Contingencies Act 2004,

An overview and key elements of the role are described in Appendix J section 2. The Council will work with the CWP as set out in Appendix J.

3.6 Children's Resource Panel

The Council will organise and chair a Children's Resource Panel for all requests in relation to commissioned services for the following areas:

- * Direct Payments in excess of 10 hours
- * Access to Willowtree Children's Respite Service

3.7 Children's Commissioning and Contracts

Children's department in the Council will provide a commissioning and contract management service to establish commissioning frameworks and call down arrangements against budgets. This service will also broker children's packages of care that are outside the children's family support service allocation (provided by CWP), this will include all placements and support packages.

This service is managed by:

- Children's Commissioning Team Manager
- Children's Lead Commissioners and Contract staff

3.8 Transport

The Council will provide a response to requests for transport in the following categories:

- 0-16 years
- 16-19 years
- Adults
-

The Council will establish referral pathways and will ensure that these are up dated and communicated to CWP

3.9 SEND

Wirral Council will provide a wraparound service to CWP for SEND and will provide the service as follows:

- Wirral Council will publish a Local Offer, setting out in one place information about provision they expect to be available across education, health and social care for children and young people in their area who have SEN or a disability, including those who do not have Education, Health and Care (EHC) plans.
- Wirral Council will organise and operate a SEND panel, working with a range of partners to ensure that EHC assessments and plans are delivered as required
- Wirral Council will provide a EHC co-ordinator to facilitate all activity in relation to assessment and planning for all children and young people with SEND
- Wirral Council will establish and operate an appeals and tribunals process for educational dispute resolution requirements

3.10 Senior manager responsibilities (CYPD).

3.10.1 Clinical Supervision;

Wirral Council's Senior Management (CYPD) will provide clinical supervision to the responsible Manager in CWP All Age Disability Service Children's teams and will, in conjunction with the responsible Manager, have decision making responsibility for Child Protection, Children Looked After and Court Proceedings for children within the All Age Disability Service.

3.10.2 Children looked after:

- Work with CWP and provide decision making on children looked after for accommodation under S20 or S31 and S38 of the Children's Act.
- They will also provide legal advice on cases and legal proceedings.
- Advise on availability of resources and placements.
- Liaise and advise on safeguarding.
- Organise and arrange the planning for children panel and respond to cases referred by CWP.

3.10.3 Independent review function.

Wirral council will provide an independent review function hosted in the Council to work with children looked after and safeguarding cases.

3.10.4 Children's fostering team.

Wirral Council will provide a children's fostering team hosted in the council to work with children requiring short or long term foster placements in response to social work interventions.

3.10.5 Legal gateway meeting (Appendix AA)

Wirral Council will operate a Legal Gateway Meeting where any decisions in relation to the Public Law Outline are made. This meeting is chaired by a Senior Manager and a Senior Solicitor in Wirral Council. Should legal advice be required the CWP responsible Manager will alert Wirral Council's Senior Management of the proposed request. The Council will;

- Organise and chair the Council's legal gateway meeting.
- Receive referrals from CWP.
- Notify CWP on any decisions and outcomes on the legal gateway meeting.

3.10.6 Serious case reviews CYPD.

Wirral Council will co-ordinate with the Wirral children's safeguarding's board serious case reviews.

3.11 Wirral Safeguarding Children's Board.

CWP will continue to participate in the work of the Safeguarding board and will ensure the Children with a Disability Service are represented through this multi-agency group.

The Wirral Safeguarding Children Board (WSCB) is a statutory agency established by the Children Act (2004). The WSCB is a multi-agency partnership of organisations who agree how to work together to safeguard and promote the welfare of children.

The WSCB is responsible for ensuring safeguarding arrangements across partner agencies are robust and for testing how strong arrangements are. The WSCB undertakes a variety of work each year including:

- Publishing safeguarding policies and procedures for partner agencies
- Auditing safeguarding arrangements in individual agencies and collectively across the partnership
- Providing multi-agency training for the children's workforce
- Undertaking reviews of cases, including Serious Case Reviews which are published on the website
- Raising awareness of safeguarding issues and priorities including child sexual exploitation, neglect of children, domestic abuse and radicalisation
- Promoting the message that the safeguarding is Wirral's children and young people is Everyone's responsibility

3.12 Occupational Therapy (childrens)

The Occupational Therapy team is commissioned from Wirral University Teaching Hospital, and will be collocated within the All Age Disability Service. Referrals are made by the Social Worker in the All Age Disability Service to the OT Team Manager using the electronic referral pathway. Consultation between services is available on request to determine eligibility and priority of need. Regular management and team meetings will be held between the services to review demand, impact, resources and future development of the service.

3.13 Hours

Operating hours are Monday – Friday 9am – 5pm

3.13 Children's Services Insight Team

3.13.1 Wirral Council provide a range of data dashboards and reports to the whole of the children's social care workforce, these will provide the core data to measure the all age disabilities team's performance against the key performance indicators. CWP will ensure only those staff whose role necessitates the need to access performance information are granted access to the Dashboards and Reports.

4.0 Allocation of resources, commissioned services and ongoing efficiency

- The contract value for the first financial year will be set out as in the contract and will be subject to annual review as set out in the agreement
- A Monthly finance and performance meeting will be held, where the budget and performance will be reported. CWP will provide in advance staffing and other information as agreed to the Council to support the meeting
- Both parties will provide financial Information on actual spend to date of Care Packages, commitments and projections and will also monitor and revise progress against actions previously agreed. This information may be requested on a planned or unplanned basis
- CWP will, in collaboration with WC deliver an efficiency programme to manage demand, and this will be reviewed at the monthly contract meeting. Efficiencies will be tracked throughout the year, and any adjustments to the programme jointly agreed with the WC
- Any mitigating actions required will be jointly developed and agreed at the monthly contract meeting and this will include a consideration of both:
 1. The Staff Budget
 2. The “Call Down” of commissioned services.
- A full annual contract review will take place as set out in this agreement
- The council will allow up to three months’ notice for any financial changes to be implemented
- In the event that a projected overspend is anticipated, this will be considered as part of the wider health and social care economy to identify how this can be mitigated
- None of the above changes any of CWP statutory responsibilities in relation to financial governance and accountability
- CWP will provide access to financial records for Council related services as requested
- WC and CWP will work towards open book accounting over the lifetime of the contract.
- CWP will ensure resource management arrangements are in place to control allocation of resources, e.g. schemes of delegation and resource panel arrangements.
- CWP will adhere to the scheme of delegation for children’s services



AAD Scheme of delegation.pdf

- CWP will administer emergency payments to children and their families to meet immediate and emergency needs, (section 17 payments).

5.0 Continual Service Improvement/Innovation Plan

A number of current and future areas of service improvement for the provider were identified as part of both the wider health and social care economy and its service for the council

These areas are described below in the table and will form part of the quarterly and annual review of the contract.

An action plan will be developed, agreed and commenced by the first quarterly review and mutually agreed with the commissioner.

Any new transformational plans to be identified at quarterly review. The intention is for the parties to work collaboratively and the trust will not be required to implement until the agreement is in place.

<i>Description</i>	<i>Aims</i>	<i>Timescales</i>
DoLS / MCA capacity building	<ul style="list-style-type: none"> • Ensure all Social Workers (and other related professionals) are qualified to Best Interest Assessor standard • Manage demand and capacity, working collaboratively with professional leads in the Integrated Commissioning Hub (ICH) • Keep under review (with the ICH) issues relating to future demand • Develop (with the ICH) processes for escalation and demand management • Ensure staff are appropriately trained in DoLS and MCA 	August 2021
Development of a single referral mechanism for all health and care referrals	<ul style="list-style-type: none"> • Single Point of Access effective triage processes • Collaborative working with relevant partners 	February 2019
Improving Transition Services	<ul style="list-style-type: none"> • Develop a 0 – 25 yrs Disability Service in line with the Children’s and Families Act 2014 • Extend the age of transfer to Adult Services from 18 yrs to 25 yrs • Training for staff across Adult Services and Children with a Disability Service in Care Act and Children Act legislation • Realign social work staff to ensure equity within the social care teams • Working with BI teams and commissioners to plan services based on future need 	August 2020
CAMHS Transitions	<ul style="list-style-type: none"> - Further development and alignment of children’s social work linked to CAMHS to reflect an All Age offer - Develop a 0 – 18yrs LD CAMHS service 	August 2019

Streamline Health and Social Care pathways for children and young people 0 – 25 years	<ul style="list-style-type: none"> - Review current pathways and budgets - Align provision to a 0 – 25yrs service - Develop a one service approach - Develop a skill mix within the teams 	August 2019
All Age Mental Health Service	<ul style="list-style-type: none"> • Develop and grow post 0-25 pathway and all age mental health service with a single referral and assessment process • Develop pathways between CAMHS 0-18 service and adult mental health services to create a streamlined response 	August 2020
Development and implementation of single assessment tool and support plan with associated IT structure	<ul style="list-style-type: none"> • Develop a single assessment and support plan tool • Work collaboratively with ICH on ICT And infrastructure arrangements • Move to a streamlined system of case recording • CWP will work collaboratively to promote and increase digital access and the uptake and completion of on line assessments • Work towards the streamlining of IT systems and functionality across the health and care sector within the lifetime of the contract 	February 2020
Outcome Based Supported Living	<ul style="list-style-type: none"> - Work with commissioners & independent sector providers to support outcome based supported living - To test & develop trusted assessor models and opportunities where relevant - Make effective use of data from key strategic and operational groups ie; TOG for future planning - Update and deliver in line with the JSNA 	August 2020
Pathways: Learning Disability and Transitions (including LAC)	<ul style="list-style-type: none"> • Establish joint support plan approval panel arrangements between Children’s and Adults Service within the All Age Disability Service • Support the extension of Transition from 18 yrs to 25 yrs • Identify challenges to effective transition planning • Ensure effective early identification of children and young people transferring to Adult Services from WBC Social Work Teams 	August 2019
Direct Payments and Personal Health Budgets	<ul style="list-style-type: none"> • Work collaboratively with ICH and CCG for a single personal finance offer to include Direct Payments, Personal Budgets and Personal Health Budgets 	February 2020
Develop a lead professional / care co-ordinator model for the All Age Disability Service	<ul style="list-style-type: none"> • Implement a lead professional / care- co-ordinator model with a robust workforce plan to facilitate skills and knowledge development 	February 2020

Debt Recovery	<ul style="list-style-type: none"> • Work collaboratively with the Council\Commissioner\Provider to improve response in this area for both Council and Provider 	Ongoing
Place Based Care	<ul style="list-style-type: none"> • Contribute towards the development of place based care in line with the local requirements of the zoned areas as described below: <ol style="list-style-type: none"> 1. Birkenhead – CH41, CH42, CH43 2. West Wirral – CH47, CH48, CH49, CH61 3. South Wirral – CH60, CH62, CH63 4. Wallasey – CH44, CH45, CH46 • Consider aligning staff and service resources where feasible 	August 2019
Delivering efficiencies	<ul style="list-style-type: none"> • Work collaboratively with commissioners on a range of work streams to deliver care differently and deliver efficiencies • Take accountability for developing a range of programmes of work to achieve care budget efficiencies as required by commissioners 	Ongoing
Transport Review	<ul style="list-style-type: none"> • Work collaboratively with the Council in response of the review of transport for both children’s and adults and implement accordingly the outcome of the review 	February 2020
Extra Care Housing	<ul style="list-style-type: none"> • Work collaboratively with Wirral Council housing allocations and WCFT to ensure a joint and collaborative process for management, nominations and allocations to extra care housing schemes, both for existing schemed and new developments as they arise 	Ongoing

5.0 Aims, Outcomes and Objectives

Children's Social Care in Wirral

Wirral's Children's Social Care Service contributes towards achieving the following proprieties of the Wirral Plan;

- Ensure that every child has the best possible start in life
- Children are ready for school
- Young People are ready for work and adulthood
- Vulnerable children reach their full potential
- Reduce Child and Family Poverty
- People with a disability live independently
- Ensuring the most vulnerable among are safe and feel safe

Children's Social Care undertakes assessment, care and support planning in partnership with children, parent/Carers, health and education. We actively engage children, young people, parents and Carers in service development and delivery to ensure the provision of services reflects the community in Wirral.

WBC is delegating Children with a Disability statutory functions to CWP. WBC will retain overall responsibility and work in partnership with CWP in exercising its duties on behalf of WBC.

5.1 Adult Social Care in Wirral

5.1.1 Wirral's Adult Social Care Service contributes towards achieving the following priorities of the Wirral Plan:

- Older people live well
- People with disabilities live independently
- Wirral residents live healthier lives

5.1.2 Together with Healthy Wirral's health and wellbeing priorities:

- More hospital services in the community, with consultant led teams
- Health and social care professionals working together for people with ongoing needs
- Support for people to look after themselves and stay healthy

5.1.3 Which aims to:

- be the outstanding provider of high quality, integrated care to the communities it serves

5.1.4 Adult Social Care, comprising Assessment and Support Planning, works closely with partners and consults with all adults and their Carers across Wirral. This approach has seen innovative services which meet the challenges of a changing borough.

5.1.5 Council is delegating functions for Adult Social Care services for eligible people to CWP, the Council retains these statutory duties and the role remains with the strategic delivery unit of Wirral Council.

5.2.0 Aims: Integrated Service

5.2.1 The integrated service aims to:

- Deliver the right care in the right place at the right time, first time, every time
- Deliver an improved health & wellbeing experience to all referred persons, service users and Carers, in all health, community and social care settings
- Operate as one service
- Reduce the frequency and necessity for emergency and unplanned admissions into Care settings, hospital, residential and nursing home settings
- Deliver effective, joined up services closer to home
- Enable more people to live independently at home for longer
- Improve the health and social care related quality of life for children, young people and adults with more than one long term condition, physiological and/or psychological
- Increase collaboration and effective joint working between health and social care partners in the wider health and care system
- Improve the satisfaction levels for our workforce colleagues across all health, community and social care settings
- Enable children, young people and adults to live longer, healthier lives
- Reduce the cost of health & social care while maintaining balance of quality and value
- Manage future growth in demand through demographic growth and financial climate.

5.3.0 Service Specific Aims and Objectives

Performance Measures

- 5.3.1 These are a set of measures which, whilst measuring compliance, can and should be used to measure the quality and effectiveness of service delivery. This in turn can be used to measure and improve performance. Regular performance management meetings should take place to evaluate performance and ensure there is a clear programme of performance improvement. This will involve using data and analysis to identify good practice as well as practice which requires improvement.

The key performance indicators for the All Age Disability Children's Social Work Teams will primarily be the Liquid Logic Data Dashboard. The additional supporting performance data is contained within the Data Book, Annexe A and LAIT.

5.3.2 LiquidLogic Data Dashboards

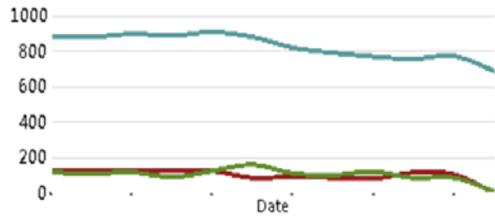
Data Dashboards – These provide a performance management tool that allows the review and evaluation at service level and then provides a drill down to team and individual level. An initial metric will be applied that individual team performance should be within a set percentage of the overall service performance. The same approach will be used for targets, that is to say that individual team performance should be within a set percentage of the target that has been achieved/set for the service within a 2% variance either side of the total service performance. Liquid Logic Data Dashboards will be subject to continuous development and review. Future development of the Data Dashboards may result in additional performance measures being applied to the AAD Children with a Disability Service



Child In Need Dashboard



Number of CIN Joiners, Population and Leavers in the last 12 months



CIN plans not reviewed in previous 12 months



18.2% 41

CIN plans not updated in previous 12 months



15.1% 34

Children seen within previous 45 days



72.8% 497

% of Long-Term CIN Plans



82.9% 566

Children with repeat CIN plans in previous 24 months



9.1% 62

517 Short Breaks

58

Children receiving CIN Short Breaks

% of CIN plans with low activity



6.4% 44

% of CIN plans with high activity

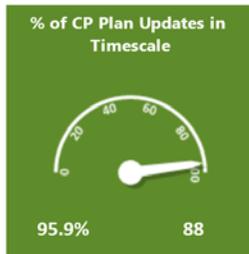
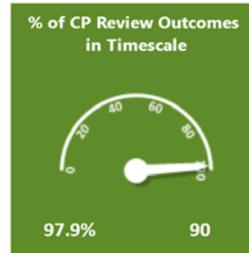
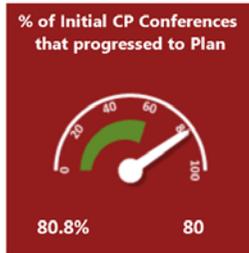


20.2% 138

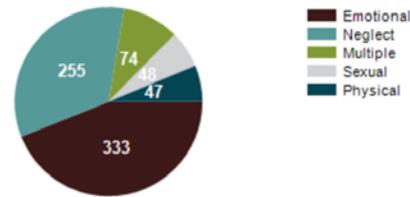
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Child Protection Dashboard



CP Profile - Plans By Category - Last 12 Months

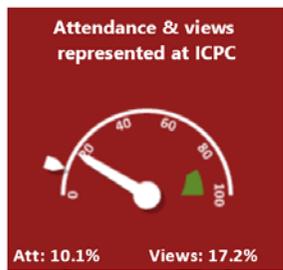
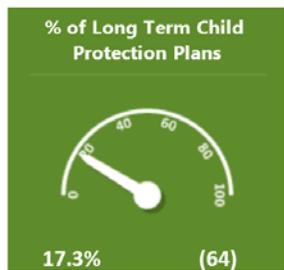
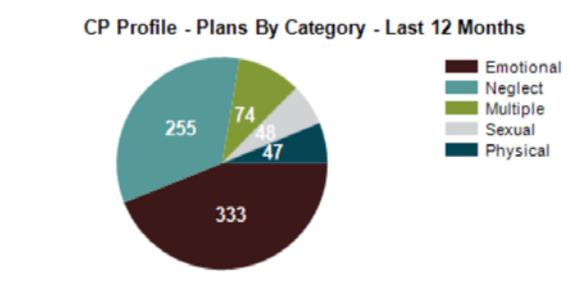
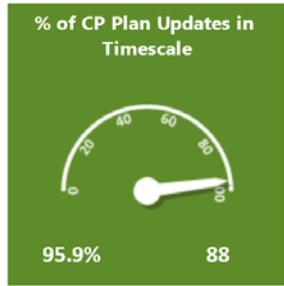
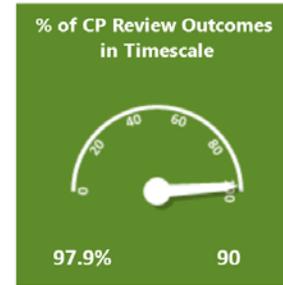


Number of CP Joiners, Population and Leavers in the last 12 months





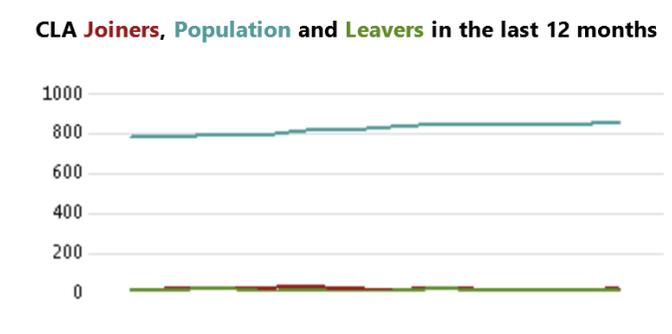
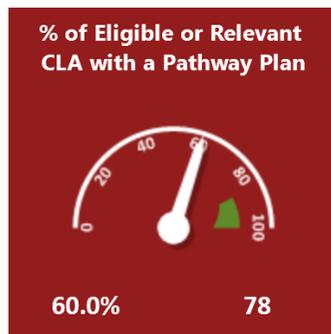
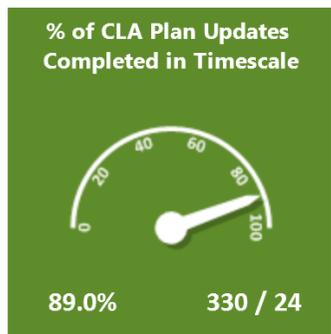
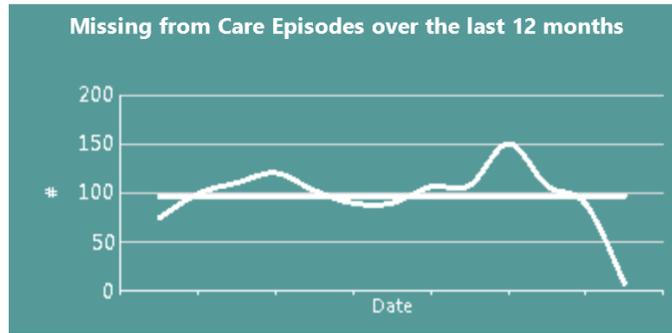
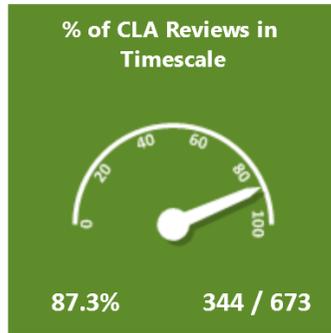
Child Protection Dashboard



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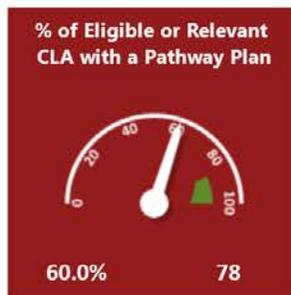
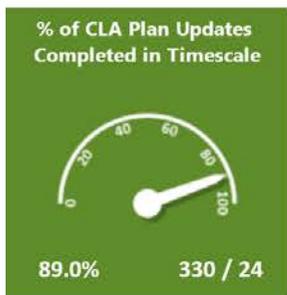
Child Looked After Dashboard



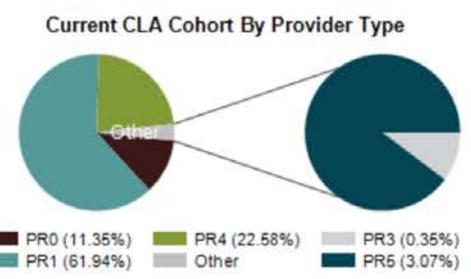
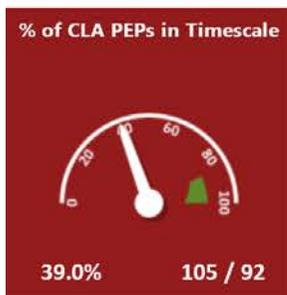
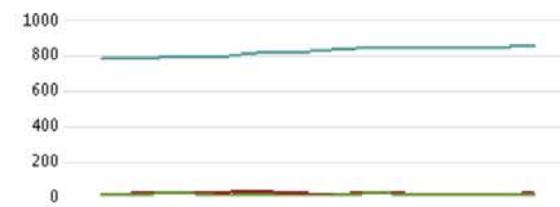
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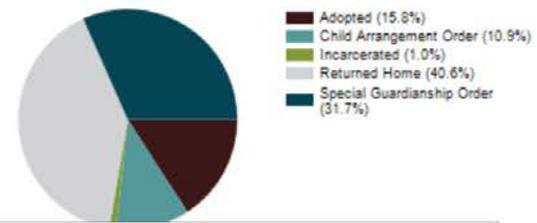
Child Looked After Dashboard



CLA Joiners, Population and Leavers in the last 12 months



Leaving Care Destinations in the last 12 Months



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The table below is a breakdown of the Liquid Logic Data Dashboard performance information available at team level and is highlighted in yellow. Performance data that is not highlighted below will be calculated at service level within Wirral Council Children’s Services and this will be shared with CWP for commentary and action where appropriate.

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Contact Referral and Assessment Dashboard	Available at Team Level
Contacts Progressing Last 12 Months	No
% Contacts Not Progressing	No
Referrals closed last 12 months	No
Single Assessments Progressing over last 12 Months	No
% Single Assessments with No Activity	Yes
% Single Assessments in Timescale	Yes
% Single Assessments Reviews Completed in Timescale	Yes
% Strategy Discussions Progressing to S47	No
S47 Assessments Progressing over last 12 Months	No
% S47 Assessments in Timescale	Yes
% S47 Progressed to CP Conference	No

Child Protection Dashboard	
% of Initial CP Conferences that progressed to Plan	Yes
% of Initial CP Conferences in Timescale	Yes
% of Core Groups Completed in Timescale	Yes
% of CP Reviews in Timescale	Yes
% of CP Review Outcomes in Timescale	Yes
% of CP Plan Updates in Timescale	Yes
% of CP Stat Visits in Timescale	Yes
% of CP Cases Transferred In & Out	No

CP Profile Plans by Category Last 12 Months	No
% of Long Term Child Protection Plans	Yes
Attendance & views represented at ICPC	Yes
% of Children with Repeat CP Plans in 24 Mths	Yes
Number of CP Joiners, Population and Leavers last 12 Months	No

Child Looked After Dashboard	
% of CLA Stat Visits in Timescale	Yes
% of CLA Reviews in Timescale	Yes
% of CLA Review Outcomes in Timescale	Yes
Missing from Care Episodes over last 12 Months	No
% of CLA Plan Updates Completed in Timescale	Yes
% of Placement Plans in Timescale	Yes
% of Eligible or Relevant CLA with a Pathway Plan	Yes
CLA joiners, Population and Leavers in last 12 Months	No
% of CLA PEPs in Timescale	Yes
CLA Cases With Placement Moves (last 12 Months)	Yes
Secure Orders In The Last 12 Months	No
Current CLA Cohort By Provider Type	No
Leaving Care Destinations in Last 12 Months	No

Child In Need Dashboard	
Number of CIN Joiners, Population and Leavers in the last 12 Months	No
CIN Plans not reviewed in previous 12 Months	Yes - but list not calculation
CIN Plans not updated previous 12 Months	Yes - but list not calculation
Children Seen within previous 45 Days	Yes - but list not calculation
% of CIN plans of long duration	Yes - but list not calculation
Children with repeat CIN Plans in previous 24 Months	Yes - but list not calculation
S17 Short Breaks	Yes - but list not calculation
% of CIN plans with low activity	Yes - but list not calculation
% of CIN plans with high activity	Yes - but list not calculation

5.3.3 Performance data within the above dashboard that is highlighted yellow will require a high level of monitoring by CWP. CWP will be required to use this data to assist in the effective day to day management of all cases and from this will be expected to report monthly performance and quarterly service performance data with descriptors/commentary.

5.3.4 The dashboard's, highlighted green do not have a calculation at individual team level. CWP will be required to provide an exceptions report on these areas in relation to the Children with a Disability Service overall performance.

5.3.5 The data book summarises key performance measures on a month by month basis across a financial year. This provides the data that underpins the performance report that is reviewed at the Improvement Board each month. The data is provided at a service level. It could be possible to develop an approach that presents this information at team level however it is expected that individual teams review their performance in these areas by utilising the data dashboards and other performance information to demonstrate how their team's performance is impacting on the service level performance. CWP will develop a performance management framework that enables regional and national comparisons and benchmarking.

Data Book Measures	
Count of Contacts	
Referrals (actual in month)	
Referrals (year to date)	
Rate per 10,000 (annualised*)	
Repeat Referrals (YTD)	
Referrals (YTD)	
Repeat Referrals (Month)	
Referrals (Month)	
% Re-referrals (Month)	
% Re-referrals (annualised)	
Assessments Completed (YTD)	
Assessments Completed (In month)	
Rate of Assessments completion per 10,000 (annualised)	

Assessments Completed within Timescales (YTD)
% Assessments Completed within Timescales (YTD)
Assessments Completed within Timescales (In month)
% Assessments Completed within Timescales (In month)
Assessments NFA (YTD)
% Assessments NFA (YTD)
Children In Need (as at period end)
Rate of Children in Need per 10,000
All ICPC taking place (YTD)
ICPC taking place within timescales (YTD)
% ICPC taking place within timescales (YTD)
ICPC taking place in the month
ICPC taking place in the month and in timescales
% ICPC taking place in the month and within timescales
CP Plans starting
CP Plans (as at period end)
CP Rate per 10,000
Number of children previously subject to CP Plan
Number of children previously subject to CP Plan (in last two years)
Number of children who have become subject to a CP Plan
% CP Second or subsequent time (since ever)
% CP Second or subsequent time (in last two years)
CP Plans Ceased (YTD)
CP Plans Ceased
>2 years (ceased after 2 years or more) (YTD)
% >2 years (ceased after 2 years or more) (YTD)
<3 mths (ceased within 3 months or less) (YTD)
% <3 mths (ceased within 3 months or less) (YTD)
Children becoming Looked after
Children ceasing to be Looked after

Number of Children in Care (month end)
Rate of CiC per 10,000
No. of Care Leavers receiving LA Services
% Percentage of Care Leavers in Touch Every 8 Weeks
% Care Leavers in EET
% Care Leavers in Suitable Accomodation
Pathway Plans Completed
Strength and Difficulties (SDQs) recorded (YTD)
Health Checks Recorded (YTD)
Dental Checks Recorded (YTD)
IRO Escalations made (YTD)
IRO Average caseloads as at End of Month
Children formally reviewed at pre-proceedings (Actual in Month)

5.3.6 Annex A represents the data set that is required by Ofsted to support monitoring and full inspections. The lists are regularly reviewed for completeness and to support the identification of any anomalies or trends. It is expected that each team reviews each Annex A table from their team perspective to ensure compliance and accuracy in recording and to identify any anomalies or trends appearing in the context of their team. CWP will, as required work with Wirral Council in ensuring the accuracy of this data for the Children with a Disability Service. The definitions within Annexe A are subject to change by Ofsted. CWP will be expected to ensure that any changes to the requirements of Annexe A are incorporated into CWP performance Management framework.

Annex A Full Details

List Number/Title	Field Heading
<p>List 1: All those who have been the subject of a contact in the three months prior to inspection.</p> <p>Multiple entries per child are acceptable for children with multiple contacts within the three months prior to inspection.</p>	Child Unique ID
	Gender
	Ethnicity
	Date of Birth
	If Unborn: Expected Date of Birth
	Age of Child (Years)
	Date of Contact
	Contact Source
<p>List 2: All those who have been the subject of an early help assessment, a common assessment or a targeted intervention in the six months prior to inspection.</p> <p>We are aware that CAF or equivalent assessment data can be complex to provide because of the number of different people / agencies involved, as such please provide what you are able.</p> <p>Multiple entries per child are acceptable for children with multiple early help assessments within the six months prior to inspection.</p>	Child Unique ID
	Gender
	Ethnicity
	Date of Birth
	If Unborn: Expected Date of Birth
	Age of Child (Years)
	Assessment Completion Date
Organisation Completing Assessment	
<p>List 3: All those who have</p>	Child Unique ID

<p>been the subject of a referral in the three months prior to inspection.</p> <p>Ideally include one row per child showing most recent referral. If not possible then please show each referral individually. Detailed guidance includes brief summaries of how the columns should be interpreted in this case.</p>	Gender
	Ethnicity
	Date of Birth
	If Unborn: Expected Date of Birth
	Age of Child (Years)
	Date of the Most Recent Referral
	Referral Source
	Referral NFA? (Y/N)
	Number of Referrals in Last 12 Months
	Allocated Team
	Allocated Worker
	<p>List 4: All those who have been the subject of a statutory assessment in accordance with section 17 or section 47 of the Children Act 1989 in the six months prior to inspection. This includes assessments that are currently open.</p>
Gender	
Ethnicity	
Date of Birth	
If Unborn: Expected Date of Birth	
Age of Child (Years)	
Does the Child have a Disability (Y/N)	
Continuous Assessment Start Date	
Child Seen During Continuous Assessment (Y/N)	
Continuous Assessment Date of Authorisation	
Allocated Team	
Allocated Worker	
<p>List 5: All those who have</p>	Child Unique ID

<p>been the subject of a section 47 enquiry in the six months prior to inspection. This includes open S47 enquiries yet to reach a decision where possible.</p>	Gender
	Ethnicity
	Date of Birth
	If Unborn: Expected Date of Birth
	Age of Child (Years)
	Does the Child have a Disability (Y/N)
	Section 47 Enquiry Start Date
	Number of Section 47 Enquiries in the last 12 months
	Was an Initial Child Protection Conference deemed unnecessary?
	Date of Initial Child Protection Conference
	Did the Initial Child Protection Conference Result in a Child Protection Plan (Y/N)
	Number of ICPCs in the last 12 months
	Allocated Team
	Allocated Worker
<p>List 6: All those in receipt of services as a child in need at the point of inspection. Include those who ceased to receive services as a child in need in the three months prior to inspection.</p>	Child Unique ID
	Gender
	Ethnicity
	Date of Birth
	If Unborn: Expected Date of Birth
	Age of Child (Years)

<p>Ideally please use the Department for Educations' definition of a child in need at point of inspection. Please make clear in the comments column which definition of CIN has been used.</p> <p>This list should contain only one entry per child.</p>	Does the Child have a Disability (Y/N)	
	CIN Start Date	
	Primary Need Code	
	Date Child Was Last Seen	
	CIN Closure Date	
	Reason for Closure	
	Allocated Team	
	Allocated Worker	
	<p>List 7: All those who are the subject of a child protection plan at the point of inspection. Include those who ceased to be the subject of a child protection plan in the three months prior to inspection.</p>	Child Unique ID
		Gender
Ethnicity		
Date of Birth		
If Unborn: Expected Date of Birth		
Age of Child (Years)		
Does the Child have a Disability (Y/N)		
Child Protection Plan Start Date		
Initial Category of Abuse		
Latest Category of Abuse		
Date of the Last Statutory Visit		
Was the Child Seen Alone?		
Child Protection Plan End Date		

	Subject to Emergency Protection/ Care/ Supervision Order or Protected Under Police Powers in Last Six Months (Y/N)
	Number of Previous Child Protection Plans
	Allocated Team
	Allocated Worker
List 8: All those children in care as at the point of inspection. Include all those children who ceased to be looked after in the six months prior to inspection.	Child Unique ID
	Gender
	Ethnicity
	Date of Birth
	Age of Child (Years)
	Unaccompanied Asylum Seeking Child (UASC) within the Last 12 Months (Y/N)
	Does the Child have a Disability (Y/N)
	Date Started to be Looked After
	Child's Category of Need
	Second or Subsequent Episode of being a Looked After Child within the Last 12 Months (Y/N)
	Child's Legal Status
	Date of Latest Statutory Review
	Statutory Review in Time (Y/N)

Date of Last Social Work Visit
Plan for Child to be Reunified with Their Family (Y/N)
Date of Last IRO Visit / Contact to the Child
Date of Last Health Assessment
Date of Last Dental Check
Number of Placements in the Last 12 months
Date Ceased to be Looked After
Reason Ceased to be Looked After
Start Date of Most Recent Placement
Placement Type
Placement Provider
Name of Provider
Placement Address
URN of Placement
Placement Location
LA of Placement
Number of Episodes the Child has been 'Missing' from their Placement in the last 12 months
Number of Episodes the Child has been 'Absent' from their Placement in the last 12 months

	Was the child offered a Return Interview after their last missing episode (Y/N)?
	Did the child accept a Return Interview after their last missing episode (Y/N)?
	Allocated Team
	Allocated Worker
	Part of sibling group
List 9: All those care leavers who are receiving leaving care services as at the point of inspection.	Child Unique ID
	Gender
	Ethnicity
	Date of Birth
	Age of Child (Years)
	Does the Child have a Disability (Y/N)
	Allocated Team
	Allocated Worker
	Eligibility Category (Relevant/Former Relevant/Qualifying/Other)
	LA In Touch
	Type of Accommodation
	Suitability of Accommodation
	Activity Status
Living in Housing of Multiple Occupancy (Y/N)	
List 10: All those children who have been adopted in the 12 months prior to inspection, those where the decision that the child	Child Unique ID
	Gender
	Ethnicity
	Date of Birth

should be placed for adoption has been made but they have not yet been adopted, and those who had an adoption decision which was subsequently reversed during the period.	Age of Child (Years)
	Does the Child have a Disability (Y/N)
	Date the Child Entered Care
	Date of Decision that Child Should be Placed for Adoption
	Date of Placement Order
	Date of Matching Child and Prospective Adopters
	Date Placed for Adoption
	Date of Adoption Order
	Date of Decision that Child Should No Longer be Placed for Adoption
	Reason Why Child No Longer Placed for Adoption
	Date of Fostering to Adopt Placement
List 11: All those individuals who in the last 12 months have had contact with the local authority adoption agency by having (a) made an enquiry, received an information pack and attended a follow up interview; and/or (b) had an enquiry or application in progress 12 months ago and have subsequently been	Reference
	Type of Individual
	Date of First Contact
	Date of Application
	Date Assessment Started
	Date Assessment Completed
	Date of Approval or Refusal
	Date Referred to Adoption Register
	Date Placement Made
	Date Order Granted

**approved / rejected;
and/or**

**(c) had a child placed with
them in the last 12
months.**

(Where consortia or other shared arrangements are in place and adopters / potential adopters are pooled please provide a full list and confirm details of the area covered to the inspection team or apportion an authority 'share' of the total using a formula of your own devising and provide an explanatory note.)

LAIT Data

LAIT is the Local Authority Interactive Tool is produced by the DfE and summarises service level performance against geographical and statistical neighbours as well as the country as a whole. The standard deviation of the groups (statistical neighbour, regional neighbour) can be calculated from the data provided and used to support judgements about Wirral's performance in the selected areas. This approach can also be used to support target setting for example performance is within +/- an agreed number of standard deviations from the mean of the group.

The Key Performance Indicators listed below will be reported by CWP to the Council through the Contract Monitoring meetings

Wirral Council											
Commissioning, Performance & Business Intelligence											
Children with a Disability Performance Management Framework – KPI Monitoring											
ID	KPI Description	Reporting Links	Unit	Green	Amber	Red	Baseline		Provisional		Notes
							FY16-17	FY17-18	Disability Team 1&2 FY17-18*		
KPI 1	% of re-referrals into CWD Service within 12 month period	SQL reporting (requires publishing to Launchpad)	Percentage	<1%	>1%	>5%	21.1	18.6			
KPI 2	% of single assessments in timescale	Contact, Referral & Assessment -> % Single Assessments in Timescale	Percentage	>95%	>85%	<85%	84.3	82.9	94.7		Used 'Assesment by Dept' to filter by Disability Team
KPI 3	% of CIN plans reviewed and updated in previous 12 months	SQL reporting (needs updating and publishing to Launchpad)	Percentage	>95%	>85%	<85%	Currently unavailable - report requires updating				
KPI 4	% of CIN seen in last 45 days	Launchpad > 3.3 CIN > CIN Plans > Current CIN Plans CDW v2 (needs updating)	Percentage	>95%	>90%	<90%	Currently unavailable - report requires updating				
KPI 5	% of short breaks visits and reviews in timescale	Report needs creating	Percentage	>90%	>75%	<75%	Unavailable - report requires creating				
KPI 6	% S47's in timescale	Contact, Referral & Assessment -> % Section 47s in timescale	Percentage	>95%	>85%	<85%	85.3	84.7	100.0		Used 'Assesment by Dept' to filter by Disability Team
KPI 7	% of Core Groups completed in timescale	CP Dashboard -> % of Core Groups completed in timescale	Percentage	>97%	>85%	<85%	78	81.8	84.3		Used 'Allocated Team' to filter by Disability Team
KPI 8	% of CP stat visits in timescale	CP Dashboard -> % of CP stat visits in timescale	Percentage	100%	>85%	<85%	73.5	79.8	91.1		Used 'Visit by Team' to filter by Disability Team
KPI 9	% of repeat CP plans in 24mths	CP Dashboard -> % of Children with Repeat CP Plans in 24 Months	Percentage	<2%	>2%	>5%	Currently unavailable to report retrospectively				
KPI 10	% of CLA stat visits in timescale	Child Looked After Dashboard -> % of CLA Stat Visits in Timescale	Percentage	>95%	<95%	<80%	91.7	90.9	95.8		Used 'Visit by Team' to filter by Disability Team
KPI 11	% of eligible or relevant CLA with a Pathway Plan	Child Looked After Dashboard -> % of Eligible or Relevant CLA with a Pathway Plan	Percentage	>97%	<95%	<80%	Currently unavailable to review retrospectively				

NB: The CIN data does not have a calculation at individual team level. CWP will be required to provide an exceptions report on these areas in relation to the Children with a Disability Service overall performance.
 All 2017/18 is still provisional, as statutory data returns for government are currently being completed
 Where possible, 2017/18 figures for the Disability Team has been calculated by using the team details that completed the assessment/case. Where this is not possible, the details of the last team allocated to the case has been used, however this represents a snapshot in time and may not be the team that completed the case/assessment. Therefore, the figures for the disability team are indicative to assist in planning
 * refer to Notes page for defintion

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The list below is activity measures that the Council will report on internally at agreed timescales and what CWP may use this information for the development of their services

Indicator List		
Dropdown Description	Indicator description	Next Updated
Health and Wellbeing>>>		
Infant Mortality	Infant Mortality rate per 1000 live births	Jun-18
Low birth weight	Low birth weight full term live births as a percentage of all full term live births	Mar-18
Assessed Child Deaths - modifiable factors	Number of child death reviews completed on behalf of the LSCB which were assessed as having modifiable factors	Jul-18
Under 18 Conception rates	Under 18 conception Rates per 1000 girls (15-17)	Mar-18
Excess Weight in Year 6	% of children in year 6 who are overweight or obese	Nov-18
Excess Weight in Reception year	% of children in reception year who are overweight or obese	Nov-18
Emergency Hospital Admissions 0-14yr olds	Emergency Hospital admissions caused by unintentional and deliberate injuries to children (0-14)	Mar-18
Under 18 Hospital Admissions (Alcohol related)	Under 18 Hospital Admissions (Alcohol related) - rate per 100,000	Jun-18
Inpatient admission rate for mental health (0-17 year olds)	Inpatient admission rate for mental health disorders per 100,000 population aged 0-17 years	Mar-18
Child Road Traffic Casualties	Number of children killed and seriously injured in RTAs	Sep-18
Vaccination coverage - HPV (females)	Percentage Population vaccination coverage - HPV (human papilloma virus females 12-13 years old)	Dec-17
Child Protection >>>		
Number of referrals to Children's Social Services	Number of referrals to Children's Social Services	Nov-18
Rates per 10,000 of referrals to Children's Social Services	Rates per 10,000 of referrals to Children's Social Services	Nov-18
Referrals to children's social care closed with no further action	Referrals to children's social care closed with no further action	Nov-18
Referrals where the child is assessed but not found to be in need	% of referrals which resulted in an assessment and the child was assessed not to be in need.	Nov-18
% referrals completed by source of referral - School	% referrals completed by children's social care services by source of referral - School	Mar-18
% referrals completed by source of referral - Health Service	% referrals completed by children's social care services by source of referral - Health Service	Mar-18
% referrals completed by source of referral - Police	% referrals completed by children's social care services by source of referral - Police	Mar-18
Percentage of re-referrals to children's social care within 12 months	Percentage of re-referrals to children's social care within 12 months of the previous referral	Nov-18
Continuous assessments completed within 45 working days	% Continuous assessments completed within 45 working days	Nov-18
Section 47 enquiries rate per 10,000 children	Section 47 enquiries which started during the year rate per 10,000 children	Nov-18
Percentage of child protection conferences held within 15 days	% of initial child protection conferences held within 15 days of the start of the section 47 enquiries which led to a conference	Nov-18
Rate of Initial Stage Child Protection conferences	Rate per 10,000 Initial Stage Child Protection conferences	Nov-18

0-10 working days from CP strategy meeting to ICP conference	0-10 working days from Child Protection strategy meeting to Initial Child Protection conference	Nov-18
11-15 working days from CP strategy meeting to ICP conference	11-15 working days from Child Protection strategy meeting to Initial Child Protection conference	Nov-18
16-20 working days from CP strategy meeting to ICP conference	16-20 working days from Child Protection strategy meeting to Initial Child Protection conference	Nov-18
21+ working days from CP strategy meeting to ICP conference	21+ working days from Child Protection strategy meeting to Initial Child Protection conference	Nov-18
0-10 working days from start of S47 enquiry to ICP conference (%)	0-10 working days from start of S47 enquiry to ICP conference (%)	Nov-18
11-15 working days from start of S47 enquiry to ICP conference (%)	11-15 working days from start of S47 enquiry to ICP conference (%)	Nov-18
16-20 working days from start of S47 enquiry to ICP conference (%)	16-20 working days from start of S47 enquiry to ICP conference (%)	Nov-18
21+ working days from start of S47 enquiry to ICP conference (%)	21+ working days from start of S47 enquiry to ICP conference (%)	Nov-18
CPP rate per 10,000	Children who are the subject of a Child Protection Plan - rate per 10,000	Nov-18
Number of Children with CPP	Children who are the subject of a Child Protection Plan - Number	Nov-18
Number of Child Protection plans starting during the year	Number of Child Protection plans starting during the year	Nov-18
Rate child protection plans starting during the year (rate per 10,000)	Rate child protection plans starting during the year (rate per 10,000)	Nov-18
CPP starting because of physical abuse (rate per 10,000 of the CYP population)	CPP starting because of physical abuse (rate per 10,000 of the CYP population)	Nov-18
CPP starting because of emotional abuse (rate per 10,000 of the CYP population)	CPP starting because of emotional abuse (rate per 10,000 of the CYP population)	Nov-18
CPP starting because of sexual abuse (rate per 10,000 of the CYP population)	CPP starting because of sexual abuse (rate per 10,000 of the CYP population)	Nov-18
CPP starting because of neglect (rate per 10,000 of the CYP population)	CPP starting because of neglect (rate per 10,000 of the CYP population)	Nov-18
CPP starting because of multiple abuse categories (rate per 10,000 of the CYP population)	CPP starting because of multiple abuse categories (rate per 10,000 of the CYP population)	Nov-18
Number of Children subject to CPP for 3 months or more	Number of Children who were the subject of a CPP at 31 March and who had been the subject of a plan for 3 or more months	Nov-18
Review of Child Protection Cases	Review of child protection cases - % that should have been reviewed that were reviewed CF/C20	Nov-18
Number Children Protection Plans reviewed within the required timescales	Number Children Protection Plans reviewed within the required timescales	Nov-18
Number of Children who became the subject of a plan for a second or subsequent time	Number of children who became the subject of a plan for a second or subsequent time	Nov-18
Percentage of children who became the subject of a plan for a second or subsequent time	% of children who became the subject of a plan for a second or subsequent time (previously registered CF/A3)	Nov-18
Child Protection Plans lasting 2 years or more as at 31 March	Percentage of children subject to Child Protection Plans lasting 2 years or more as at 31 March	Nov-18
Child Protection Plans lasting 2 years or	Child Protection Plans lasting 2 years or more which cease during the year	Nov-18

more which cease during the year		
Ceased to be subject to Child Protection Plan	Rate of child protection plans which ceased during the year (per 10,000 children)	Nov-18
Duration subject to a child protection plan - number	Number of children subject to CPP - continuously for 2 years of more	Nov-18
Cafcass Care applications per 10,000 child population	Cafcass Care applications per 10,000 child population	May-18
Adoption>>>		
Number of LAC adopted in year	Number of Looked After Children adopted in year	Sep-18
Percentage of LAC adopted in year	Percentage of Looked After Children adopted in year	Sep-18
Looked After Children>>>		
Children looked after rate per 10,000	Children looked after rate, per 10,000 children aged under 18	Sep-18
Number of Looked after Children	Number of Looked After Children	Sep-18
Number of children who started to be looked after	Number of children who started to be looked after	Sep-18
% of LAC with SEN but without a Statement/EHCP	% of children looked after who have SEN but no statement/EHCP	Mar-18
% of LAC with a SEN Statement/EHCP	% of children looked after who have a statement of SEN/EHCP	Mar-18
Distance LAC placed from home	% of children looked after at 31 March, placed more than 20 miles from their homes, outside LA boundary	Dec-18
Number of approved foster places (excluding short breaks)	Number of approved foster places excluding short breaks - All Agencies	Mar-18
Number of places that were filled (number of children placed)	Number of places that were filled: number of children placed - All Agencies	Mar-18
Number of LAC ceased because of a Special Guardianship Order	Number of children who ceased to be looked after because of a Special Guardianship Order	Apr-18
% LAC ceased because of a Special Guardianship Order	% LAC who ceased to be looked after because of a special guardianship order during the year	Apr-18
Percentage of children returning home after a period of being looked after	Percentage of children returning home after a period of being looked after	Dec-18
LAC Offending	% of looked after children subject to a conviction, final warning or reprimand during the year	Dec-18
Number of LAC having Dental Checks	Number of children looked after having dental checks	Dec-18
Number of LAC having Health Checks	Number of children looked after having health checks	Dec-18
% of LAC Substance misuse	Percentage identified as having a substance misuse problem during the year	Dec-18
Emotional Health of Looked after Children	Emotional and Behavioural Health of Looked after Children	Dec-18
Care Leavers - Suitable accommodation (%)	Care Leavers - Suitable accommodation (%)	Sep-18
Care Leavers - EET (%)	Care Leavers - Education, Employment or Training (%)	Sep-18
Care Leavers - Higher Education (%)	Care leavers who were in higher education (%)	Sep-18
Care Leavers - Local authority not in touch (%)	Care Leavers - Local Authority not in touch (%)	Dec-18
Care Leavers - Staying with their former foster Carers (%)	Care leavers - aged 19 or 20 who ceased to be looked after on their 18th birthday, and remain with their former foster (%)	Dec-18
% Children looked after who were missing	Percentage of Children Looked after whom had a missing incident during the	Sep-18

	year	
% Children looked after who were away from placement without authorisation	Percentage of Children Looked after who were away from placement without authorisation during the year	Sep-18
Number of unaccompanied Asylum Seeking Children looked after	Number of unaccompanied Asylum Seeking Children looked after at 31 March	Sep-18
Children in Need>>>		
Children in Need rate per 10,000	Children in Need rate per 10,000	Nov-18
Children in Need, by duration (under 3 months)	Percentage of Children in Need by duration (under 3 months)	Nov-18
Children in Need, by duration (3-6 months)	Percentage of Children in Need by duration (3-6 months)	Nov-18
Children in Need, by duration (6 months - 1 year)	Percentage of Children in Need by duration (6 months - 1 year)	Nov-18
Children in Need, by duration (1-2 years)	Percentage of Children in Need by duration (1 - 2 years)	Nov-18
Children in Need, by duration (2 years or more)	Percentage of Children in Need by duration (2 years or more)	Nov-18
Percentage of Children who cease to be in Need by duration (under 3 months)	Percentage of Children who cease to be in Need by duration (under 3 months)	Nov-18
Percentage of Children who cease to be in Need by duration (3-6 months)	Percentage of Children who cease to be in Need by duration (3-6 months)	Nov-18
Percentage of Children who cease to be in Need by duration (6 months - 1 year)	Percentage of Children who cease to be in Need by duration (6 months - 1 year)	Nov-18
Percentage of Children who cease to be in Need by duration (1 - 2 years)	Percentage of Children who cease to be in Need by duration (1 - 2 years)	Nov-18
Percentage of Children who cease to be in Need by duration (2 years or more)	Percentage of Children who cease to be in Need by duration (2 years or more)	Nov-18
% of CIN cases closed within 6 mths of the CPP end date.	Percentage of CIN cases that close within 6 months of the child protection plan end date	Nov-18
% of school-age Children in Need matched to National Pupil Database	% of school-age Children in Need matched to National Pupil Database	Mar-18
% of school-age Children in Need with SEN Support	% of school-age Children in Need with SEN Support	Mar-18
% of school-age Children in Need with no SEN	% of school-age Children in Need with no SEN	Mar-18
% of school-age Children in Need with a Statement/EHCP	% of school-age Children in Need with a Statement/EHCP	Mar-18
Children with SEN>>>		
New EHC plans issued within 20 weeks - excluding exceptions	Proportion of new EHC plans issued within 20 weeks - excluding exception cases	May-18
New EHC plans issued within 20 weeks - including exceptions (all)	Proportion of all new EHC plans issued within 20 weeks	May-18
Newly issued statements and plans in maintained mainstream schools	Proportion of newly issued statements and plans, with a placement in maintained mainstream schools	May-18
SEN Appeals	SEN Appeals - registered appeals per 10,000 of school population	Dec-18
Progress Transfer SEN statements to EHC plans	Progress transferring children and young people with SEN statements to new system	May-18

5.4 Adult Social Care Outcomes Framework (ASCOF)

N.B. This is the appropriate outcomes framework at the time of writing. It will be expected that Adult Social Care provision will meet the requirements of any subsequent national or local framework that may supersede this.

5.4.1 The Adult Social Care Outcomes Framework (ASCOF) is used both locally and nationally to set priorities for care and support, measure progress and strengthen transparency and accountability to demonstrate meaningful outcome for the population. The key roles of the ASCOF are:

- Locally, the ASCOF provides councils with robust information that enables them to monitor the success of local interventions in improving outcomes, and to identify their priorities for making improvements. Local Authorities can also use ASCOF to inform outcome-based commissioning models
- Locally, it is also a useful resource for Health and Wellbeing boards who can use the information to inform their strategic planning and leadership role for local commissioning
- Locally, the ASCOF also strengthens accountability to local people. By fostering greater transparency on the outcomes delivered by care and support services, it enables local people to hold their council to account for the quality of the services that they provide, commission or arrange. Local authorities are also using the ASCOF to develop and publish local accounts to communicate directly with local communities on the outcomes that are being achieved, and their priorities for developing local services
- Regionally, the data supports sector led improvement; bringing councils together to understand and benchmark their performance. This, in turn, stimulates discussions between councils on priorities for improvement, and promotes the sharing of learning and best practice
- At the national level, the ASCOF demonstrates the performance of the adult social care system as a whole, and its success in delivering high-quality, personalised care and support. Meanwhile, the framework supports Ministers in discharging their accountability to the public and Parliament for the adult social care system, and continues to inform, and support, national policy development.

5.4.2 The ASCOF outcomes measures and the targets for 16/17 (time of writing) are outlined below. However this section should be read in conjunction with ASCOF 2016/2017 guidance https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/375431/ASCOF_15-16.pdf

ASCOF Outcome measures

Adult Social Care Outcomes Framework Indicators (ASCOF)	Data Source	2014/15	2015/16	2016/17
1A - Social care-related quality of life	ASCS	19.2	19.7	19.4
1B - Proportion of people who use services who have control over their daily life	SALT	76.3	76.7	76.5
1C(1) - Proportion of people using social care who receive self-directed support	SALT			
1C(2) - Proportion of people using social care who receive direct payments	SALT			
1C(1A) - Proportion of adults receiving self-directed support	SALT	95.1	96.8	99
1C(1B) - Proportion of Carers receiving self-directed support	SALT	-	100	100
1C(2A) - Proportion of adults receiving direct payments	SALT	25.6	25.1	24
1C(2B) - Proportion of Carers receiving direct payments for support direct to Carer	SALT	0	100	100
1D - Carer-reported quality of life	SACE	8		7.7
1E - Proportion of adults with learning disabilities in paid employment	SALT	2.7	3.4	2.3
1F - Proportion of adults in contact with secondary mental health services in paid employment	MHLDDS	5.2	6.6	
1G - Proportion of adults with learning disabilities who live in their own home or with their family	SALT	83.1	84.4	84
1H - Proportion of adults in contact with secondary mental health services who live independently, with or without support	MHLDDS	66.2	74.7	
1I(1) - Proportion of people who use services who reported that they had as much social contact as they would like	ASCS	49.7	50.8	47.5
1I(2) - Proportion of Carers who	SACE	43.8		31.6

Adult Social Care Outcomes Framework Indicators (ASCOF)	Data Source	2014/15	2015/16	2016/17
reported that they had as much social contact as they would like				
2A(1) - Permanent admissions of younger adults (aged 18 to 64) to residential and nursing care homes, per 100,000 population *	SALT			
2A(2) - Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 population *	SALT			
2A(1)_1415 - Long-term support needs of younger adults (aged 18-64) met by admission to residential and nursing care homes, per 100,000 population *	SALT	16.5	14.5	19.9
2A(2)_1415 - Long-term support needs of older adults (aged 65 and over) met by admission to residential and nursing care homes, per 100,000 population *	SALT	839.4	795.4	743.31
2B(1) - Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement/rehabilitation services (effectiveness of the service)	SALT	86.8	84.5	83.6
2B(2) - Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement/rehabilitation services (offered the service)	SALT	3.7	4.5	4.3
2C(1) - Delayed transfers of care from hospital per 100,000 population *	UNIFY2	2.7	2.7	13.2
2C(2) - Delayed transfers of care from hospital which are attributable to adult social care per 100,000 population *	UNIFY2	1.2	1.3	7.6
2D - Proportion of those that received a short term service during the year where the sequel to service was either no ongoing support or support of a lower level	SALT	82.3	81.2	82.4
3A - Overall satisfaction of people who use services with their care and support	ASCS	60.6	66.6	66.8

Adult Social Care Outcomes Framework Indicators (ASCOF)	Data Source	2014/15	2015/16	2016/17
3B - Overall satisfaction of Carers with social services	SACE	32.5		32.6
3C - Proportion of Carers who report that they have been included or consulted in discussion about the person they care for	SACE	58.8		67.7
3D - Proportion of people who use services and Carers who find it easy to find information about services	ASCS / SACE			
3D(1) - Proportion of people who use services who find it easy to find information about services	ASCS	69.1	73.7	75.7
3D(2) - Proportion of Carers who find it easy to find information about services	SACE	56.5		60.8
4A - Proportion of people who use services who feel safe	ASCS	72.3	77.8	74.5
4B - Proportion of people who use services who say that those services have made them feel safe and secure	ASCS	82.8	82.5	91.8
Better Care Fund Indicators	Data Source	2014/15	2015/16	2017/18
1 - Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 population (ASCOF 2a (2))	SALT	839.4	795.4	743.1
2 - Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services (ASCOF 2b (1))	SALT	86.8	84.5	83.6
3 - Delayed transfers of care from hospital per 100,000 population (avg. per month)	UNIFY2	79.2	93.4	338.2
4 - Proportion of people who state that all of the different people treating and caring for them work well together to provide the best possible care and support	Local Survey Data		64.9	
5 - Proportion of home care packages able to be commenced within 24 hours of initial referral to care provider	Local Liquidlogic Data		59.8	50.6

Notes:

Please note that the ASCOF measures shown above are representative of all activity across Adult Social Services (e.g. Older People, Mental Health, Learning Disabilities, etc).

Measure not captured

Carers Survey not completed

Data Sources:

SALT = Short and Long Term Return (Annual)

ASCS = Adult Social Care Survey (Annual)

SACE = Survey of Adult Carers in England (Biennial)

UNIFY2 = NHS data portal (Monthly)

MHLDDS = Mental Health and Learning Disabilities Dataset

* = measure where lower performance is better (all others higher performance is better)

A performance framework has been developed which will identify what is expected of the provider to support the population and of the ASCOF measures which is including in section 7.

6.0 Quality, Performance & Productivity - Baseline Performance Targets (see also Appendix X – Performance Management and Quality Assurance Framework (children’s))

6.1.0 Explaining the Performance Framework

6.1.1 This section outlines a performance framework which the Council and CWP will use to monitor effective delivery, activity, standards and outcomes, through a set of performance indicators and measures

6.1.2 The framework will enable a combination of monthly, quarterly and annual reporting.

6.1.3 CWP will work in partnership with Wirral Council’s business intelligence functions on performance monitoring process to support the submission of statutory returns.

6.2.0 Monitoring arrangements

6.2.1 Monitoring arrangements will be led by Wirral Council via Assistant Director – Health and Care Outcomes

6.2.2 *The tables below contain key performance indicators which will be measured to assess the level of Services provided by the Trust. The Parties agree that the requirement on the Trust is to achieve a sustained incremental improvement of the Baseline figure towards the Target figure. Where, in any Quarter, the Trust has not achieved such a sustained incremental improvement for any KPI, the Parties may meet to agree a remedial action plan to achieve such improvement. The Council will only be able to issue a Performance Notice in relation to the KPIs under the Agreement where there is a failure to demonstrate a sustained incremental improvement across more than one key performance indicator over a period of at least two consecutive Quarters*

6.2.3 The tables below reference activity measures and the Trust are to supply the data information to the Council for these activity measures at the monthly reporting meetings

7.2.4 The Service may be visited at any time by a representative of the Council on unannounced visits or at short notice during the Contract period to ensure a high quality service is being delivered.

6.3.0 Statutory Reporting

6.3.1 ASCOF

As described in section 6.4, the ASCOF measures how well care and support services achieve the outcomes that matter most to people. The ASCOF is derived from a number of different data sources and published, so that the public may see how well their area is performing, and assists in driving up standards of the care sector. It is the responsibility of CWP to provide the requisite information, so that the Council can create the required statutory returns. Information provided for these returns must be provided on a continuous basis, via Liquid Logic – all data fields must be completed for all cases, in order to fulfil the statutory returns

Adult Social Services has a statutory duty to submit the following returns:

- Short & Long Term Return (SALT) on an annual basis
- Safeguarding Adults Collection (SAC) on an annual basis

- Deprivation of Liberty Safeguards (DoLS) on an annual basis
- Guardianship Return on an annual basis
- Adult Social Care Finance Return (ASC-FR) on an annual basis
- Deferred Payment Agreements on an annual basis
- Annual Social Care Survey (ASCS)
- Survey of Adult Carers in England (SACE) on a biennial basis

Guidance relating to each return can be found via the following link:

<http://digital.nhs.uk/socialcarecollections2017>

6.3.2 Towards Excellence in Adult Social Care (TEASC)

6.3.2.1 TEASC is a national programme of sector improvement led by ADASS and the LGA and delivered by the ADASS regions. The ambition of TEASC is that excellent Adult Social Care services will be delivered locally supported by a regional and national programme of sector led improvement, peer challenge and leadership support. The programme board includes the Department of Health and Think Local Act Personal amongst others.

6.3.2.2 TEASC's ambition is for excellent adult social care services to be delivered locally, supported by a regional and national programme of sector-led improvement (SLI). TEASC underpins the introduction of new policy and helps to sustain proven, cost-effective, high quality services, tailored to individual need. TEASC has six priorities for the year:

1. **Local Accounts** - Each Local Authority should publish an annual Local Account which is an important tool for improving accountability to residents. It is also an important tool for planning improvements, as a result of sharing information on performance with people who use services and engaging with them to get feedback on their experience.
2. **Sharing Best Practice** – Best practice examples are shared by TEASC leads and best practice is further strengthened through a programme of peer challenges which help to deliver improvement in both the authorities being reviewed and of those of the reviewers.
3. **Demonstrating Outcomes** - One of the real challenges of Sector Led improvement (SLI) is to prove it works in improving the outcomes for those people using social care services. In order to support this TEACS is supporting regions in their analysis of ASCOF but also in developing in-year reporting of key data. A balanced scorecard is currently under development for the North West region in order to support this goal.
4. **Building Confidence with Stakeholders** - Sector-led improvement is a mature, continuous and sustainable way of delivering better services. If or when inspectors call, you will know where your risks and weaknesses are and already have a plan in place to deal with them. It is what all good organisations do to ensure they are always learning from best practice and local and national experiences.
5. **Identifying and Supporting Councils who are struggling** - Expressions like 'unprecedented times' are overused but still absolutely true - never before have we faced such a challenging financial position, while implementing complex new legislative and policy change. Inevitably some authorities will struggle to deliver at some time in some aspects of their service. TEASC are working with ADASS regions to develop a model for identifying core risks in Adult Social Care, identifying the contextual risks which councils may be facing and developing a tool for councils and colleagues to use to assess whether councils are taking the right actions to ensure continued safe delivery of services.

6. **Offering Support** – TEASC have been developing an Access to Improvement Project to ensure regions know who to go to for best practice advice and consultancy support when they have identified pieces of work they need to do. TEASC have recently appointed adult improvement advisers (AIAs) at the LGA who work with regional chairs and the LGA principal advisers to support DASSs and councils to deliver. Acting as brokers of professional, project management and leadership support, they also act as a sounding board for DASSs to help them problem solve locally.

6.3.3 Better Care Fund (BCF)

- 6.3.3.1 The Better Care Fund was announced in June 2013 to drive the transformation of local services to ensure that people receive better and more integrated care and support. The funding will be deployed locally on health and social care through pooled budget arrangements between local authorities and Clinical Commissioning Groups.
- 6.3.3.2 The Care Act 2014 amended the NHS Act 2006 to provide the legislative basis for the Better Care Fund. It allows for the NHS Mandate to include specific requirements relating to the establishment and use of an integration fund.
- 6.3.3.3 NHS England and the Government will allocate the Better Care Fund to local areas based on a framework agreed with Ministers. For 2015/16, the allocation will be based on a mixture of the existing Clinical Commissioning Group allocations formula, the social care formula, and a specific distribution formula for the Disabled Facilities Grant element of the Better Care Fund.

Metrics

- *Permanent admissions of older people (aged 65 and over) to residential and nursing care homes, per 100,000 population- ASCOF Measure 2A (2)*
- *Proportion of older people (65 and over) who were still at home 91 days after discharge from hospital into reablement / rehabilitation services - ASCOF Measure 2B (1)*
- *Delayed transfers of care from hospital per 100,000 population (average per month) ASCOF Measure 2C (1)*

Locally defined - *Proportion of home care packages able to be commenced within 24 hours of initial referral to care provider*

Local defined patient experience metric - *Proportion of people who state that all of the different people treating and caring for them work well together to provide the best possible care and support*

6.3.4 Wirral Plan

- 6.3.4.1 The Wirral Plan, published in June 2015, sets out a series of 20 pledges which the council and its partners will work to achieve by 2020, focusing on three key themes:
- Protecting the most vulnerable
 - Driving economic growth
 - Improving the local environment

The plan sets out what areas the Council will prioritise over the next five years. The specific areas of the plan relating to Adult Social Care are:

- **Older People Live Well**

We will support older people to live independently in their own homes and help prevent social isolation. We will seek ways to show we value the experience and knowledge of older people and encourage more volunteering and mentoring opportunities within our communities.

- **People with Disabilities Live Independently**

It is our aim to support more people with disabilities to increase their independence and access to work, education and volunteering.

- **Zero Tolerance to Domestic Violence**

Our focus will remain on prevention and early intervention and we will continue to facilitate an integrated response and effective court system to deal with cases quickly and effectively.

6.4.0 Statutory Reporting Responsibilities:

6.4.1 Data Quality

6.4.1.1 Wirral Council will complete the statutory returns; the information for which must be populated accurately in Liquid Logic, in order for this responsibility to be fulfilled.

6.4.1.2 Data input will be monitored by Cheshire and Wirral Partnership Wirral and Wirral Council, and picked up by exception. The Business Intelligence Team will follow this up directly with CWP and the commissioner regarding non-compliance.

6.4.1.3 Statutory Data requirements for input into Liquid logic, for every new service user/Carer, must include as a minimum:

- Demographic information
- NHS Number
- Consent to share information
- Equalities Data (Ethnicity, Sexual Orientation)
- Information requirements (e.g. Braille, Easy-Read)
- Next of Kin
- Carer Details
- GP Details
- Dates and details of assessments
- Names of workers involved/responsible
- Primary Support reason
- Reported Health conditions
- Route of Access
- Outcome / Details of Support, including dates
- Route of Transition
- Employment details
- Accommodation details
- Safeguarding & DoLS information
- Relevant Legal Status (e.g. Mental Health Guardianship, S117 Aftercare)

Reference should be made to the Equalities and Classifications (EQ-CL) Framework published by NHS Digital to support completion of statutory returns:

<https://digital.nhs.uk/>

6.4.2 Service User Experience: Service user annual survey & Carer's bi-annual survey

6.4.2.1 Wirral Council retain the statutory responsibility to carry out the annual service user survey and biennial Carer's survey.

6.4.2.2 There will be a requirement for services to support the delivery of these by providing information, as required and ensuring Liquidlogic details are up to date.

6.4.2.3 Following completion of the surveys; services may receive an action plan in any areas highlighted as needing improvement – and they have a responsibility to respond to these actions appropriately, and in a timely fashion.

6.4.3 Adult Social Care Standards

6.4.3.1 The Health and Care Professions Council (HCPC) has produced a set Standards of Proficiency for Social Workers and Occupational Therapy. These two sets of standard contain the same headings which are outlined below, however the details under each heading is different for social work and occupational therapy and so this section should be read in conjunction with the following documents:

- Standards of Proficiency. Social Workers in England <http://www.hpc-uk.org/assets/documents/10003b08standardsofproficiency-socialworkersinengland.pdf>
- Standards of Proficiency. Occupational Therapists http://www.hpc-uk.org/assets/documents/10000512standards_of_proficiency_occupational_therapists.pdf

6.4.3.2 While this evidence will not be a regular reporting requirement, it is expected that the ASC services should keep up to date records so that they are able to evidence on request. Evidence of adherence to these standards will also be requested as part of any Quality Visits that Commissioners undertake.

6.4.4 Safeguarding

Quarterly Quality Reporting

Safeguarding Concerns

Safeguarding Concerns Per Quarter	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	44	70	79	111	62%
Community Mental health Teams	44	34	47	65	38%
Total	88	104	126	176	100%

Safeguarding Enquiries

Safeguarding Enquiries Per Quarter	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	44	44	35	33	72%
Community Mental health Teams	23	18	14	5	28%
Total	67	62	49	38	100.00%

Safeguarding Enquiries – Number of Days to Complete

Average Number of Days to complete	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% within 28 Days
Integrated Disability Teams	47	46	23	22	63%
Community Mental health Teams	36	17	19	10	37%

Total	83	63	42	32	100.00%
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Deprivation of Liberty Safeguards (DoLS)

DoLS Received by status at 31st March 2018

DoLS Requests Received	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Granted	34	30	70	76	66%
Not Granted	0	2	6	9	5%
Request Withdrawn	0	0	5	1	2%
Not Yet Signed Off	0	4	23	58	27%
Total	34	36	104	144	100.00%

Average number of days to signoff DoLS

Average number of days to signoff DoLS	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% within 28 Days
Granted	76	72	59	46	100%
Total	76	72	59	46	100.00%

Operational Activity (Assessment & Support Planning)

Caseloads

Active Cases Per Quarter (Active case = Allocated to Worker)	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	923	954	968	980	55.9%
Community Mental health Teams	666	699	748	774	44.1%
Total	1589	1653	1716	1754	100%

Contacts

Contacts Received

Contacts Received Per Quarter	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	556	532	481	432	62.9%
Community Mental health Teams	312	283	271	313	37.1%
Total	868	815	752	745	100%

Contact Outcomes

Contacts Received Per Quarter	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Arranged to Call Back Later	3	3	1	2	0.3%
Information / Advice Given Only	65	62	72	76	8.6%
Link to Existing Referral	441	390	391	375	50.2%
Link to Existing Safeguarding Episode	21	18	13	10	1.9%
No Further Action	103	138	100	103	14.0%
Progress to New Referral	47	54	55	50	6.5%
Service at Point of Contact	1	3	4	1	0.3%
Signposted to Other Agency	36	23	24	12	3.0%
Start New DoLS Episode	1	3	0	0	0.1%
Start New Safeguarding Episode	122	100	79	89	12.3%
Not Recorded	28	21	13	27	2.8%
Total	868	815	752	745	100%

Contact Completion Times (Non-Safeguarding)

Number of days between contact date and completion date on Liquidlogic	Less than 24 Hours	Between 24 & 48 Hours	Over 48 Hours
Integrated Disability Teams	58.4%	9.0%	32.5%
Community Mental health Teams	33.1%	16.1%	50.9%
Total	45.7%	12.5%	41.7%

NB. This excludes any contacts identified as relating to Deprivation of Liberty and Safeguarding requests

Contact Completion Times (Non-Safeguarding)

Number of days between contact date and completion date on Liquidlogic	Less than 24 Hours	Between 24 & 48 Hours	Over 48 Hours
Integrated Disability Teams	58.3%	9.1%	32.6%
Community Mental health Teams	33.0%	16.0%	50.9%
Total	45.7%	11.7%	39.4%

Referrals Commenced

New Referrals Commenced Per Quarter	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	118	52	15	3	37.9%
Community Mental health Teams	79	84	76	72	62.1%
Total	194	136	91	75	100%

Time to Open Referral

Number of Days between Initial Contact & Referral Start	Less than 2 days	Between 2 & 7 Days	Between 7 & 14 Days	Between 14 & 28 Days	Greater Than 28 Days	% within 7 Days
Integrated Disability Teams	160	20	0	4	4	85.1%
Community Mental health Teams	323	35	18	8	15	75.3%
Total	392	55	18	12	19	

Time from Opening Referral to Completion of Assessment

Number of Days between Referral Start and Completion of Assessment	Less than 2 days	Between 2 & 14 Days	Between 14 & 28 Days	Between 1 & 2 Months	Greater Than 2 Months	% within 7 Days
Integrated Disability Teams	13	6	10	21	65	20.0%
Community Mental health Teams	3	2	0	3	52	5.8%
Total	16	8	10	24	117	

Assessments

Core Assessments Completed (New Assessments)

Core Assessments Completed per Quarter (New Referrals)	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	92	98	79	130	72%
Community Mental health Teams	32	38	47	41	28%
Total	124	136	126	171	100%

Core Assessments Outcomes

	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Completed – Information and advice only	1	4	0	2	1.3%
Completed – meets National Eligibility Criteria	99	99	81	130	73.4%
Completed - No eligible needs	2	3	0	1	1.1%
MH: Appropriate Adult	5	13	14	21	9.5%
MH: No further Action	0	0	1	1	0.4%
MH:Other alternative	17	17	30	15	14.2%
MH-Compulsory Hosp Admission	0	0	0	1	0.2%
Total	124	136	126	171	100%

Core Assessments Completed (Re-Assessments)

Core Assessments Completed per Quarter (Reviews)	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	273	321	393	662	69.3%
Community Mental health Teams	71	126	201	332	30.7%
Total	344	447	594	994	100%

Carer Assessments (Individual)

Core Assessments Completed per Quarter (Reviews)	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	73	76	62	112	67.4%
Community Mental health Teams	31	37	47	41	32.6%
Total	104	113	109	153	100%

Carer Assessments (Joint Core Assessments)

Core Assessments Completed per Quarter (Reviews)	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	19	22	17	18	97.4%
Community Mental health Teams	1	1	0	0	2.6%
Total	20	23	17	18	100%

NB. This is a subset of completed table 7.8.5

Reviews

Reviews Completed (All)

Core Assessments Completed per Quarter (Reviews)	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	273	321	393	662	69.3%
Community Mental health Teams	71	126	201	332	30.7%
Total	344	447	594	994	100%

Reviews Completed (Unplanned)

Core Assessments Completed per Quarter (Reviews)	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18	% of Activity
Integrated Disability Teams	116	169	212	366	78.7%
Community Mental health Teams	22	58	64	90	21.3%
Total	138	227	276	456	100%

NB. This is a subset of table 7.8.14

Active Services on Last Day of Month

Active Services on Last Day of Quarter	Q1 17-18	Q2 17-18	Q3 17-18	Q4 17-18
Assistive Technology	13	10	7	4
Day Care	23	31	28	31
Direct Payments	137	156	169	181
Extra Care	0	0	0	0
Helping People Home	0	0	0	0
Home Care	5	4	5	5
Home From Home	0	0	0	0
Intermediate Care	0	0	0	0
Nursing Care	9	10	10	7
Reablement at Home	0	0	0	0
Residential Care	52	45	51	47
Shared Lives	6	8	9	7
Supported Living	172	112	120	120
Transitional Care	0	0	0	0
Transport	51	47	43	33
Total Service Users	468	423	442	435

Activity Data

Wirral Council

Commissioning, Performance & Business Intelligence

Adult Social Care Performance Management Framework - KPI Monitoring For LD and MH

ID	KPI Description	Reporting Links	Unit	Comparator	Green	Amber	Red	Baseline
KPI 1	Length of time between initial contact and completion of assessment	Local Measure	Days	N/A	<=27	>27 <=30	>30	19.7 Days 2017-18
Page 310 3	% of safeguarding concerns (Contacts) initiated by CWP within 24 working hours	Local Measure	%	N/A	>=98%	<98% >=95%	<95%	81.8% 2017-18
	% of safeguarding enquiries concluded within 28 days	Local Measure	%	N/A	>=85%	<85% >=75%	<75%	64.7% 2017-18
	KPI 4 % of individuals who have had an annual review completed	SALT Return	%	45% 2015-16 England Avg.	>=70%	<70% >=60%	<60%	63.9% 2017-18
KPI 5	Number of permanent admissions to residential / nursing care per 100,000 (Aged 65+)	ASCOF / BCF	Numeric	611 England 2016/17	<=730	>730 <=770	>770	27.3 2017-18
KPI 6	Number of permanent admissions to residential / nursing care per 100,000 (Aged under 65)	ASCOF / BCF	Numeric	21.8 England 2016/17	<=727	>727 <=767	>767	20.8 2017-18

V1.11

Activity Data

	KPI 7	% of care packages activated (in Liquidlogic) in advance of service start date (exc. Block Services)	Local Measure	%	N/A	>=70%	<70% =>60%	<60%	66.2% 2017-18
	KPI 8	% of DoLS allocated to CWP completed within statutory timescales prioritised as high using the ADASS prioritisation tool	Local Measure	%	N/A	>80%	<80% =>70%	<70%	69.3% 2017-18
MH	KPI 9	Learning Disabilities and Access to Employment	Local Measure	%	4.2% Q4 NW Avg.	>4.5%			2.4% 2017-18
	KPI	Adults with a Learning Disability Living at Home or with their Family	Local Measure	%	87.8% Q4 NW Avg.	>88%	<88% >80%	<80%	84.3% 2017-18
	KPI	Number of People with a Learning Disability who receive a community provision (Aged 18-64)	Local Measure	Numeric	N/A	>90%	<90% >80%	<80%	88.1% 2017-18

Activity Data

ID	Activity Measure Description	Reporting Links	Unit	Comparator	Green	Amber	Red	Baseline
AM 1	Length of time between contact and assessment start	Local Measure	Days	N/A	<=18	>18 <=19	>19	19.1 Days 2016-17
AM 2	% of DoLS allocated to WCFT completed within statutory timescales (Urgent)	Local Measure	%	N/A	>=17%	<17% >=14%	<14%	12% 2016-17
AM 3	% of requests for support that are 'self-assessments'	Local Measure	%	N/A	>=3%	<3% >=2	<2%	1% 2016-17
AM 4	Undertake an average of 20 new DOLs assessments per month	Local Measure	Numeric	N/A	>=6	<6 >=5.5	<5.5	-
AM 5	Undertake an average of 16 DOLs authorisations per calendar month (4 DOLS per fortnight, per senior manager)	Local Measure	Numeric	N/A	>=4	<4 >=2.5	<2.5	-
AM 6	% of Pre-service financial assessment requests made	Local Measure	%	N/A				-
AM 7	% of Top Ups with signed agreement in place	Local Measure	%	N/A	100%	<100% >=99%	<99%	100% 2016-17
AM 8	% of Clients Placed out of the Borough	Local Measure	%	N/A				

Activity Data

AM9	S117 (Active)	local measure	Numeric	N/A				
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DUE DILIGENCE EXERCISE

Transfer of service to Cheshire and Wirral Partnership NHS Trust (CWP) to create an All Age Disability and Mental Health Service (AADMHS)

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1. Introduction

Wirral Council (WBC) intends to create an All Age Disability and Mental Health service in partnership with CWP in August 2018. This follows the successful creation of an integrated service for older people and adults, by transferring staff and related resources to Wirral Community Foundation Trust (WCFT) in June 2017 under a S75 agreement.

Implementation of this proposal will mean that Wirral is amongst the few Local Authority areas nationally to have fully integrated Social Care functions for adult services, delivered by the NHS under contract. The inclusion of related services for children with a disability as part of an All Age Disability and Mental Health Service (AADMHS) creates a unique opportunity for Wirral to achieve seamless services for people with a disability, regardless of their age.

Integration of Social Work and related functions is a key component of Wirral's strategy and aligns to the Wirral Plan and associated pledges.

Political support for the development is strong and partner organisations recognise the benefits of organising services in this way.

Alongside this development, is the creation of Wirral Health and Care Commissioning which brings together WBC and Wirral NHS Clinical Commissioning Group (CCG) as a formal entity to commission services jointly for residents of Wirral, under pooled budget and single contracting arrangements..

Learning from the service transfer to WCFT has resulted in a clearer understanding of the issues and risks, and potential solutions, in creating this service. For that service transfer, an extensive due diligence exercise was undertaken by an external contractor, at a significant cost. A decision has been taken that WBC has sufficient knowledge and expertise amongst its officers to conduct an internal due diligence exercise for this service transfer proposal. CWP will make its own arrangements for due diligence of the proposal prior to entering into the partnership agreement.

This exercise will consider the proposed arrangements, risks and impacts, and will assist Chief Officers and Elected members in key decision making on the proposed service transfer.

Overview

A transformation programme is underway to develop an AADMHS by bringing together Social Work and related services that are currently provided by the Council's Children with Disabilities Team, Integrated Disability Services and Adult Mental Health Teams. The proposal is to bring these services together with Community Mental Health and Community Disability Services provided by CWP. This would involve the transfer of approximately 130 staff from the Council to CWP, to deliver an integrated service under a Section 75 contract.

The proposal involves three phases, the transfer of service and staff, a stabilisation phase, and a service development stage. It is at the service development stage where the full benefits can be achieved.

2. Strategic alignment.

The proposal aligns closely with the Wirral Plan, Pledges, and Strategies. Key Strategic Outcomes to be delivered through this initiative will contribute to the following Wirral Pledges:

Community Services are joined up and accessible

Services will be commissioned across health and care to get the best outcomes for people within available resources.

People with disabilities live independently.

The All Age Disability and All Age Mental Health Service will ensure that people are supported to remain as independent as is possible, to be in more control of their support arrangements and to participate in their local communities.

Wirral Residents live healthier lives.

Services will be provided on an all age, whole system basis ensuring that there is a clear link between the 2020 partnership pledges and the Healthy Wirral Programme.

Vulnerable children reach their full potential

Children with disabilities will be supported to plan towards greater independence and to achieve their goals.

WBC is committed to delivering services differently to meet the needs of its population where this makes sense to do so. It promotes a more commercial, business focussed approach, maximising the opportunities of collaboration, partnerships and efficiencies through working towards shared aims and objectives.

Wirral Health and Care Commissioners (WHCC) are planning for Place Based Care, and services based around people and their natural communities.

This proposal aligns closely with the strategic aims of both WBC and WHCC and offers an opportunity for WBC to achieve its strategic aims.

Risk: Low

3. Staffing numbers and costs

As at 25/07/18, it is proposed that 128.61 FTE posts will transfer to CWP. This is comprised of 142 individual posts, of which 122 are filled (112.02 FTE) and 20 are vacant (16.59 FTE). The current budget for these posts, proposed to be transferred to CWP as part of the overall contract price, is £5.0m. Note that all of these figures are subject to change prior to the 19/08/18 transfer date and that some of these changes may be materially significant.

Staff will transfer to CWP under TUPE protections and future appointments to vacancies by CWP will be on NHS terms and conditions.

Unpaid leave days continue as part of the collective agreement with Trade Unions and for the duration of that agreement. This cost reduction is built into the contract value.

A vacancy factor continues to be applied. This cost reduction is built into the contract value.

Vacancies are funded as the posts are required and at various stages of being recruited to. Any use of agency staff cover by CWP is to be funded within the contract value.

The staff costs due to the transfer of staff are costs that are currently budgeted for by WBC and present no additional cost. The difference is that unspent budget relating to funded vacancies will be retained by CWP post transfer, who may use the available funds to cover their costs associated with covering vacant posts with agency staff.

Additional cost to WBC: Nil on transfer.

There is a potential risk that in the later years of the contract, if CWP transfer staff to NHS Agenda for Change pay grades, then staff at or near to the top of grade at point of transfer may attract higher pay due to Agenda For Change bands extending further than JNC current Grades. This may also be the case for new appointments by CWP post transfer.

Annual contract price review discussion will evaluate the staffing costs and data for the service post transfer and consider this, together with vacancies, in setting the contract price for future years. This has the opportunity to mitigate for any risk of rising staff costs in later years of the contract.

CWP as an employer

CWP operates from 66 sites across Cheshire and Merseyside, including Wirral, Chester, Winsford, Crewe, Macclesfield, Sefton and Trafford. CWP employs approximately 3,500 staff in a variety of roles to provide quality care services for clients and their families.

One of the Trust's strategic objectives is to "Be a model employer and have a caring, competent and motivated workforce"

The organisation is supported by a range of employment policies and practices to provide a working environment that enables staff to perform to the best of their ability. This includes training and professional development opportunities, a health and wellbeing strategy, staff engagement campaigns and a range of staff benefits. The Trust also recognises trade unions and has an active dialogue for negotiation and consultation with trade unions as part of its business processes.

Risk: Low.

4. Care Budget allocation and monitoring arrangements.

The care budget will be retained within WHCC as a pooled budget with Wirral CCG. Contractual delegation rules for authorisation of support cost expenditure replicate the current arrangements in place within WBC. CWP, under the contract, will be required to gain authorisation from WBC commissioners for individual spending above delegated levels detailed within the contract. This is currently set at £1500 per week.

Draw down of care budget to meet eligible assessed needs of people supported by CWP will be reported through formal monthly contract monitoring meetings, and through a partnership approach between WBC accountants and CWP.

Any projected care budget overspend situation will be subject to discussion and remedial action via contract monitoring arrangements. Any overspend on the care budget, will, however, remain with WHCC as part of the retained pooled budget or otherwise.

The value of the care budget allocation available to CWP to draw down against is detailed in the contract, and at the time of writing is: £50.3 for 2018/19.

There is not anticipated to be any change to the risk of an overspend against the care budget, as a result of the proposed transfer.

Risk: Low.

5. Pensions – arrangements and costs

Staff transferring to CWP under TUPE arrangements will do so with retained membership in the Local Government Pension Scheme (LGPS). CWP will become an Admitted Body to the Merseyside Pension Fund (MPF). Therefore, staff transferring from WBC employment to CWP employment remain as members of the LGPS for the duration of their employment and continue to contribute and accrue membership, unless they elect to apply for alternative employment within, or external to, CWP.

New appointments made by CWP to the service will join the NHS Pension scheme. If transferred staff subsequently become WBC employees again post transfer to CWP, and where they have had no break in service, WBC will recognise their continuous service whilst employed by CWP. However, staff who become employed by other Local Authorities may not have their continuous service recognised by the new employer unless agreed otherwise by the employing local Authority.

The MPF scheme will be fully funded at point of transfer, and exit costs at the end of the contract will be met by WMC with the exclusion of costs due to circumstances under the control of CWP, and which are detailed in the contract.

WBC will act as Guarantor for the scheme. No bond will be required of CWP.

An actuarial evaluation has been undertaken by MPF at a cost of £2,315 to WBC.

The required employer contribution has increased from 14.6% to 18.9%.

This is a cost of approximately £149k which will be shared 50/50 with the annual cost to WBC being £74k

Triennial evaluations of pension scheme will indicate if a change is required to employer contribution rates (CWP), and these will be discussed as part of the annual contract price discussion. There is a potential that employer contribution rates will rise at triennial evaluation. As a closed scheme, the recovery period for any future deficit accruing is usually shorter than the MPF as a whole. If a significant increase is required in the future this could potentially have an inflationary effect on the contract price, although the contract price review would consider costs and budgets as a whole.

It has been agreed between both parties that any subsequent rise in the employer's contribution rate, up to a maximum of a further 4%, will continue to be met jointly, by both parties, on a 50:50 basis. Any increase beyond 4% will trigger an extraordinary contract review meeting to agree a funding approach.

If the service transfer to CWP was not to take place, then the staff would remain in the MPF at the current employer contribution rate and these costs would not materialise. Therefore a Risk Rating of Medium has been applied.

Risk: Medium

6. CWP financial sustainability.

The Council has analysed CWP's final accounts for the four years 2014/15 to 2017/18 and obtained information directly from CWP themselves. CWP has been in existence since 01/03/17, when the NHS Act 2006 came into force. Its workforce is large (3,110) and stable (<4% variance over last 4 years) and it is a registered charity. Its turnover of over £160m is stable and shows growth for each of the last four years. Operating expenses are also stable and show signs of efficiencies between 2016/17 and 2017/18, delivering a combined surplus of £2.2m over the last three years. CWP liquidity levels are such that we can be confident that it is able to pay its short term debts as they fall due. On balance, the analysis of CWP's financial sustainability is favourable and therefore represents a low risk to the Council.

Risk: Low

7. CWP registration and inspection reports

CWP was last inspected in December 2015. Overall the service is rated as "Good" It is important to note that the service operates on a footprint that is significantly larger

than Wirral, and with different types of services in different areas. Most of the services operated by CWP are not comparable to social care services and are more clinical by nature. Therefore, much of the inspection report is not directly relevant, although it provides an informative overall “Good” rating of CWP as a provider. The inspection report falls into five main areas which are rated as either Outstanding, Good Requires Improvement or Inadequate:

Effective-Good
Safe-Requires improvement
Responsive -Good
Caring -Outstanding
Well Led –Good

With no “Inadequate” ratings, and only one “Requires Improvement”, overall CWP is a good service provider with some areas of excellence.

Risk: Low

8. CWP Quality and Compliance

CWP are compliant with most areas of Schedule 4 of the NHS Standard contract relating to the quality schedule. As with other providers, there is a plan and trajectory for compliance with accessible information standards in relation to equality and inclusion requirements.

CWP have 5 national 2 year CQUINs which span 2017 -2019.

1a (improvement of health and wellbeing of NHS staff)	Non-Compliant
1b Healthy food for NHS staff, visitors and patients	Full Compliance Fully satisfied with the explanations received
1c (improving the uptake Flu vaccination)	Full Compliance
3a Improving physical healthcare to reduce premature mortality in people with SMI Cardio metabolic assessment and treatment for patients with psychoses	Full achievement for inpatients Partial achievement for CMHT and Early intervention in psychosis.
3b Improving physical healthcare to reduce premature mortality in people with SMI Collaborating with primary care clinicians	Full compliance Action plan embedded within the evidence
4 Improving services for people with mental health needs who present to A&E	Full compliance 55% reduction
5 Transitions out of children and young people’s mental health services (CYPMHS)	Full compliance Detailed evidence submitted. Comprehensive Wirral

		multiagency engagement plan in place for transitions plan. Transitions Operational group in place with Education. Local Authority, Adults Mental health and CAMHS and acute NHS trust .Detailed tracking data provided
9 a- e		Full compliance Detailed evidence submitted. Compliance also confirmed by Wirral Public Health colleagues supporting CWP to achieve these requirements
CQUIN 9 - Tobacco	9a Tobacco screening	
	9b Tobacco brief advice	
	9c Tobacco referral and medication offer	
CQUIN 9 – Alcohol	9d Alcohol screening	
	9e Alcohol brief advice or referral	

- Numbers of Serious Incidents reported via national reporting system StEIS between April 2017 – March 2018 = 53. CWP are not an outlier on NHSE data surveillance in comparison with other Mental Health organisations.
- Two Regulation 28 “Preventing Future Deaths” have been issued by the coroner in the last 12 months. Immediate actions and action plans are formulated to address issues and concerns. CCG is kept informed by CWP.
- A robust serious incident reporting system is in place with a recent restructure to support more localised discussions and timely responses to Serious Incidents.
- RCA (Root Cause Analysis) within the national serious incident framework guidance has not always met the required timescales. This is improving and is reflected in a number of extension requests.
- There is good engagement from the CWP incidents team with the CCG.

CWP submitted its statement of Quality Account for 2017/18. The Chair of Wirral CCG wrote to CWP to recognise their commitment to quality and to continuous improvement.

Risk: Low

9. CWP Complaints

A comprehensive learning from experiences report is provided by CWP to the Quality Improvement Team each Trimester. This triangulates learning and themes across the organisation from claims, complaints, incidents and patient & client engagement /feedback sources. The “Learning from Experience” report aggregates qualitative and quantitative analysis from key sources of feedback from people who access and deliver Trust services, and other relevant sources of learning.

Current themes from complaints include:

Staff attitude	30%
Communication/ information	15%
Dissatisfied with access to services	1%
Medication	1%
Care Planning	1%

These are subdivided in the report to gain better insight and scrutiny.

Risk: Low

10. Contractual framework arrangements

The contract vehicle will be a S75 Agreement, supported by an extensive Service Specification.

Regulations made under Section 75 of the National Health Service Act 2006 enable certain NHS bodies and certain local authorities to enter into arrangements for or in connection with the exercise of prescribed health related functions of local authorities if the arrangements are likely to lead to an improvement in the way in which these functions are exercised.

WBC Legal Service have considered the service scope and have concluded that all the delegated duties and functions described in the contract framework can legally be delivered by CWP on behalf of WBC and that a S75 Agreement is the appropriate contract vehicle. Particular consideration has been given to the child protection functions and mental health statutory functions.

Where related duties or functions cannot be delegated, arrangements are described clearly in the contract and supporting Service Specification. Examples where this applies are the Approval and Renewal processes for Approved Mental Health Professionals under the Mental Health Act 1983 and the Supervising Authority functions that WBC holds under the Mental Capacity Act 2005.

A decision has been taken to retain the decision making on child protection related matters within WBC due to the potential risk of delegating this out fully. This reduces any risks in this regard.

The contract also contains the governance and contract monitoring arrangements as contractual requirements. The contract clearly sets out the statutory duties, practice standards, performance standards and roles and responsibilities.

Risk: Low

11 Corporate and back office support functions

- a) Payroll –CWP will arrange payroll services through their payroll supplier.
- b) Training- a training budget is included in the contract price, with additional training offer from WBC.
- c) Legal advice-WBC will provide legal advice to CWP on case matters within the service area. The contract contains details of the amount of legal support to be available to CWP.
- d) Principal Social Worker- There is a Principal Social Worker role for both Children and Adults within WBC. These are vital roles, retained by WBC, to ensure that professional and practice standards are sustained with continuous improvement.
- e) Business Information –an element is included in the contact price for Business Information.
- f) Finance and Accountancy- an amount is included in the contact price for Finance Officer support.
- g) HR -an amount is included in the contact price for HR and organisational development.
- h) Assets- services will be operated from two bases currently, one owned by CWP and one owned by WBC. This will operate on a quid pro quo basis with no cross charging.
- i) IT – Staff will transfer with their current laptops and associated IT kit. They will be issued with new mobile telephones. Some new IT infrastructure has been required to enable co-location. Costs have been shared between WBC and CWP. CWP will provide the service with IT support and will maintain and replace IT kit as required. Set up costs are detailed in the contract.
- j) Liquidlogic Case Management System –WHCC will continue to offer system support and system development to the transferring staff.
- k) Management support- an amount is included in the contact price for management secretarial support.

Risk: Low

11. VAT

For all services provided by the Council to CWP, VAT will be applied in line with the Council's normal VAT regulations. As an NHS body, CWP has a more limited scope to recover VAT from HMRC, therefore where services are 'bought back' from the Council in this way, an additional VAT liability is likely to be incurred by CWP. It has not yet been agreed how the additional costs of unrecoverable VAT will be shared between the Council and CWP, however, due to the relatively small value of services which CWP is buying back from the Council, the financial implications are likely to be relatively immaterial. The financial risk of additional VAT costs, therefore, is considered to be low.

Risk: Low

12. Implications for WBC corporate support services.

As more functions and services of WBC are delivered via alternative delivery models, there are implications for WBC's corporate support services. WBC will need to consider and plan for the type and scale of the corporate and back office support function it will require in the future. WBC is moving through a period of change, and its ultimate shape and size is not yet known. However, it is likely that the organisation will continue to reduce its overall direct employee numbers given its strategic direction. In the short term, there are likely to be some additional costs to delivering differently as some support function costs will need to be incorporated into the contract price of new delivery models (e.g. AADMHS), whilst at the same time the corporate support service within WBC cannot yet reduce.

As this is likely to result in additional cost, which is a feature of more than one alternative delivery model service, then the risk must currently be rated as Medium.

Risk: Medium

13. Governance.

Decisions to enact the service transfer will be made at:

- Strategic Integrated Commissioning Board
- CWP Board.

The governance arrangements post transfer are described within the contract and Service Specification, and include the following contractual requirements:

- Monthly contract monitoring meeting
- Quarterly Contract Review
- Quarterly Partnership Governance Board
- Annual Service Review

- Annual contract price review

The Assistant Director of Health and Care Outcomes will hold responsibility for contract monitoring and will report to the Director of Care and Health (Statutory Director of Adult Social Care).

The Assistant Director of Health and Care Outcomes will report on the care budget draw down to the Pooled Funds Executive Group and the Strategic Integrated Commissioning Board as required.

The Cabinet Member for Adult Social Care and the Cabinet Member for Children's services will co-chair the Partnership Governance Board which will be attended by the Principal Social Worker for Adults and the Principal Social Worker for Children. This service will be subject to the scrutiny of the Health and Care and Children's and Young Peoples Overview and Scrutiny Committees at their request.

It is considered that robust governance is in place to ensure that the service is fulfilling its contractual and statutory duties, to the required standard, and within the costs allocated.

Organisational Governance: Foundation Trusts

CWP is a Foundation Trust. Foundation Trusts are self-governing organisations with financial freedom to raise capital from both public and private sectors within borrowing limits.

Each NHS foundation trust has a duty to consult and involve a board of governors – including patients, staff, members of the public, and partner organisations – in the strategic planning of the organisation.

CWP is governed by a Board of Directors, including Executive Directors, Non-Executive Director's, service user and carer governors, public governors and staff governors.

They are overseen and supported by NHS Improvement (an umbrella organisation). NHS improvement can hold a foundation trust to account – for example, putting trusts on special measures.

Risk: Low

There are additional recurrent costs associated with running the AADMHS, which CWP will incur over the lifetime of the contract. Through negotiation, the Council has agreed to fund some of these costs. This is set out as follows:

Service	CWP Cost	Agreed WBC Contribution
	£	
Finance	24,937	16,624
Business Intelligence	30,876	20,584
HR/OD	39,899	33,249
Payroll	7,800	7,800
Training	42,000	42,000
Complaints/FOI	30,876	20,584
ICT	30,408	-
Contracting	20,584	-
Admin/Secretarial	14,219	14,219
Other Trust Functions	14,219	-
	255,818	155,060

There are also a number of one-off costs of implementation that will be incurred as a result of the transfer, towards which the Council has agreed to make a contribution. The costs themselves are as follows:

Item	Value (£)
I.C.T – Millennium	52,464
I.C.T. – Network	42,748
I.D. Badges	189
D.B.S. Checks	5,985
Legal/Due Diligence	22,000
V.A.T. Advice	13,000
Procurement Set-Up and Training	3,400
	139,786

It has been agreed that it will make a contribution of £70,000 towards these one-off costs.

The total additional costs to the Council, as a result of setting up the AADMHS, is as follows:

Item	Value (£)
Recurrent Costs	155,060
Additional Pension Liability (recurrent)	74,000
One-Off Costs of Implementation	70,000
	299,060

14. Conclusion and recommendation

It is recommended that this report is considered as part of the final decision making process. The overall risk is low and the proposal fits strongly with the strategic direction of WBC and WHCC.

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ALL AGE DISABILITY STRATEGY: PEOPLE WITH DISABILITIES LIVE INDEPENDENTLY

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1.0 FOREWORD

Councillor Chris Jones - Cabinet Member – Adult Social Care & Public Health

I believe that living with a disability should never be a barrier to living a full, independent and successful life. We all have a moral imperative to make sure those Wirral residents with disabilities, their families and carers, are supported, empowered and enabled to live their lives to the full.

To help us get there, I am proud to present Wirral's All Age Disability Strategy. A first of its kind for Wirral, this partnership strategy has been produced to set out a clear plan for how people with a disability can be supported to improve their lives, their aspirations and their achievements no matter their age or background.

An estimated 68,000 residents in Wirral have some form of disability: each and every one of those residents deserves to be able to access the support they need as they grow up, develop their skills and deal with life's challenges and opportunities. This partnership strategy will help us to support them on their journey, making sure they can live independently and that they are inspired to aim higher; accessing additional care as and when they need it.

Our goal with this strategy is to remove barriers for all types of disabilities, and to change our approach so that everything we do is focussed on the person; making sure they have the support they need throughout their lives to enable them to live their life to the full. It's about being more joined up – across the partnership and all types of services – to ensure better provision of support. It's also about making sure people are not categorised by age, by where they live or by their type of disability.

The strategy is about people; of all ages, abilities and backgrounds; it is about all types of disability and how people can be supported to achieve their full potential.

This strategy has been developed to celebrate disabled people and create more opportunities for them to share their knowledge and experience, making a full contribution to the communities in which they live. We know that when people are supported to develop their skills and pursue their interests, they are able to better manage their own lives, be independent and secure emotionally, physically and financially.

Through a series of workshops and events people with disabilities from Wirral have told us what is important to them, and what they want us to change and improve. They have told us what their priorities are, and how they want to make sure they are active citizens, with the same choices and opportunities available to all residents.

Being disabled should never be a barrier to living a full life. I am proud that through the work of this strategy, that statement will be true in Wirral.

I encourage you to read this strategy and to get involved in helping us to create a Wirral that celebrates disabled people for the fantastic contribution they make in our communities, and enables us to take a range of positive actions to further improve their lives and experiences.



Councillor Chris Jones



2.0 INTRODUCTION

To deliver this strategy we will work with residents and a wide range of public, voluntary and community sector organisations to achieve the Pledge committed to in the Wirral Plan;

It is our aim to support more people with disabilities to increase their independence and to gain access to work, education and volunteering.

To do this we are listening to people with disabilities to fully understand their needs and aspirations, how to best support them to be ready for work and to access employment opportunities over the next five years.

To deliver on our Pledge we must listen to people and fully understand their support needs and the best ways that these can be met.

A disability is defined as **‘a physical or mental impairment that has a ‘substantial’ and ‘long-term’ negative effect on a person’s ability to do normal daily activities’**¹. This strategy is for all people in Wirral who have any form of disability, their families and carers, with the emphasis on people being able to sustain their own health, build on their strengths and have their needs met in the best way, within their local communities where possible.

We have identified three priorities which this strategy will achieve, to improve the lives of everyone in Wirral with a disability:

- All people with disabilities are well and live healthy lives
- All young people and adults with disabilities have access to employment and are financially resilient
- All people with disabilities have choice and control over their lives

Our Vision

By 2020 we want to support disabled people of all ages and their families to live, independent and happy lives, playing a full and active part in their communities.

Our Approach

Our approach will be focussed on improving people’s lives, focussed on breaking down barriers for people and between agencies and services, and on making sure people’s happiness, aspirations and achievements are never limited due to a disability.

A person centred approach is about ensuring people have experiences they value:

developing relationships, making choices, contributing, having valued roles and sharing ordinary places.² These valued experiences are created by people’s own efforts and the efforts of friends, family, community members and service providers in ensuring community participation, promoting choice, supporting contribution, encouraging valued social roles and community presence.

As informed through our engagement work, the partnership recognises that:

All disabled people and their families should have access to high quality information, advice and universal services to enable them to live as full and happy life as possible.

Most disabled people need prevention and early help at some point in their lives. This should be provided in the most seamless and holistic way possible through further integration and partnership working.

Some people need intervention through specialist or statutory services. Where this support is required this should be delivered in new, innovative ways to meet need, achieving better outcomes for disabled people and their families and provide good value for money.

Implicit to this strategy is the vital role that carers play in enabling disabled people in Wirral to live within the community and lead fulfilling lives and that it is everybody’s business to ensure that all vulnerable people in Wirral are safeguarded from harm.

A photograph of a middle-aged man with grey hair, smiling and holding a golf club. He is wearing a blue zip-up hoodie with white drawstrings. The background is a blurred golf course with trees and a golf bag on a trolley. The entire image has a blue tint.

3.0 HOW HAS THIS STRATEGY BEEN DEVELOPED?

In 2015 we held a range of events with different groups of people; their views were recorded, discussed and shared. This ensured that the voice of disabled people, their families and carers drove the priorities within this strategy.

This strategy has also been developed in consultation with health and social care professionals, and a range of public, voluntary and community sector organisations, including care and support providers.

The All Age Disability Partnership Board, who meet on a regular basis and will be responsible for the delivery of the strategy, have overseen the strategy throughout development and ensured that all of the insight from consultation has been taken into consideration. Current membership of the partnership board is outlined within Section 8 of this document.

It is envisaged that the membership of this board will be expanded over the life of the strategy to ensure that all partners who can contribute to the delivery of the key priorities are included.

The main focus in developing this strategy has been to ensure that disabled people in Wirral, and the organisations and people who support them, have shaped the key priority areas and support the work that will take place in order to achieve them.

A photograph of a woman with short brown hair and glasses, wearing a grey and white striped sweater. She is smiling broadly and looking down at a colorful, patterned gift bag she is holding. The background is a soft-focus indoor setting with colorful cushions in shades of green, pink, and blue. The entire image has a light blue overlay.

4.0 WHAT WE KNOW

THE PREVALENCE OF DISABILITY RISES WITH AGE.

NATIONALLY, AROUND **6%** OF CHILDREN ARE DISABLED, COMPARED TO **16%** OF WORKING AGE ADULTS AND **45%** OF ADULTS OVER STATE PENSION AGE.³

BY 2030 IT IS ESTIMATED THAT AROUND **64,000 ADULTS (18+) IN WIRRAL WILL HAVE SOME FORM OF LIMITING LONG TERM ILLNESS OR DISABILITY**

THAT WOULD BE AROUND **1 IN 4** OF THE PROJECTED ADULT POPULATION.⁴

THE EMPLOYMENT RATE OF PEOPLE AGED **16-64** WHO ARE EQUALITY ACT CORE OR WORK LIMITING DISABLED IN WIRRAL IS CURRENTLY **37.5% COMPARED TO 49.8% NATIONALLY.**⁶

PEOPLE IN WIRRAL WITH A LONG TERM HEALTH CONDITION, ON AVERAGE, **HAVE A LOWER QUALITY OF LIFE SCORE WHEN COMPARED TO THE REST OF ENGLAND.**⁷

THERE ARE AROUND 40,340 INFORMAL CARERS

PROVIDING SUPPORT FOR DISABLED PEOPLE IN WIRRAL INCLUDING YOUNG CARERS WHO LOOK AFTER DISABLED PARENTS/RELATIVES.⁵

ACCORDING TO THE LABOUR FORCE SURVEY, DISABLED PEOPLE ARE NOW MORE LIKELY TO BE EMPLOYED THAN THEY WERE IN 2002, BUT

DISABLED PEOPLE REMAIN SIGNIFICANTLY LESS LIKELY TO BE IN EMPLOYMENT THAN NON-DISABLED PEOPLE³.

IN WIRRAL, **66.7% OF PEOPLE WITH A LONG TERM CONDITION FEEL SUPPORTED TO MANAGE THEIR CONDITION**

COMPARED TO AN ALL-ENGLAND FIGURE OF **64.6%**⁷

DISABLED PEOPLE ARE SIGNIFICANTLY MORE LIKELY TO BE VICTIMS OF CRIME THAN NON-DISABLED PEOPLE.

THIS GAP IS LARGEST AMONGST 16-34 YEAR-OLDS WHERE **39%** OF DISABLED PEOPLE REPORTED HAVING BEEN A VICTIM OF CRIME COMPARED TO **28%** OF NON-DISABLED PEOPLE³.



5.0 OUR PRIORITIES

5.1 Priority One - All people with disabilities are well and live healthy lives

Disabled People told us it is important that they have the same opportunities as everyone else to live a happy life with the best possible health outcomes.

Where support is required by statutory or specialist services, this should be provided in a seamless and holistic way no matter what stage in life support is required. It is also important that carers in Wirral are properly supported to ensure that they have a good quality of life and are able to maintain their vital caring role.

Children, young people, adults and older people with disabilities should have equal access to health services, with prompt support from high quality specialist services, where required, to improve health outcomes and reduce health inequalities. Early advice, information and support are important for parents with a disabled baby or toddler to ensure the best possible start in life. This may include, for example, social work intervention, where needed, signposting to relevant support agencies and organisations, childcare or respite provision. Effective 'Early Help' will resolve problems before they become overwhelming and require high cost, reactive services.

The range of housing options available for disabled people can sometimes be limited. By working together with partners in the public and private sector we can identify opportunities to enable disabled people to have more choice and control over where they want to live, including the opportunity to live as tenants or own their own homes.

People with disabilities are often more vulnerable than the general population. Some people are more likely to suffer abuse and neglect, as well as be bullied and suffer hate crime.

We want all disabled people in Wirral to be protected from crime, abuse and neglect, and care should always be given with dignity and respect.

What do we already know?

- Wirral Council Social Services provide long term support to around 4208 adults and children in Wirral with physical, sensory and learning disabilities, mainly through community based services but also through nursing and residential care;
- 151 disabled people in Wirral are supported in residential placements;
- In the UK, 1.9 million households contain at least 1 person who feel that their condition means that they require some form of adaptation to their home⁸;
- Disabled people are significantly more likely to be victims of crime than non-disabled people. National data suggests that this gap is largest amongst 16-34 year-olds where 39% of disabled people reported having been a victim of crime compared to 28% of non-disabled people³.
- Feeling happy is a really important part of Mental Wellbeing along with contentment, enjoyment, confidence and engagement self-esteem and self-confidence. This strategy aims to create a Wirral where all of these factors are seen as essential to people's lives.

What have we been told by disabled people, their families, carers and organisations who support them?

Children with disabilities should have the best start in life, including access to:

- a range of inclusive play opportunities
- good quality, affordable public transport; and
- good quality day care and Early Year's opportunities.

All people with disabilities should:

- have access to good and timely healthcare;
- be safe, and feel safe, in their communities;
- have access to housing that is appropriate to their needs; and
- receive respectful and dignified end of life care.

There should be a lead commissioner who is accountable for delivering the ambitious programme of change over the next few years and help ensure consistency and remove artificial age related barriers.

How are we going to get there?

Further work will take place to get a better picture of disability in Wirral and what it means to people to be disabled. This will help to ensure effective and appropriate provision of support across the borough; we will therefore work as a partnership to develop and agree a robust method of capturing this data from the variety of sources available to us.

We will provide more seamless and holistic support to disabled people and their families, put in place an all age integrated disability service in Wirral and explore further opportunities for better sharing of information between all agencies.

We will work with partners to ensure that all commissioned and non-commissioned services and activities are provided in the advice and support offer to disabled people, their families and carers.

We will ensure that housing options for disabled people are enhanced through the delivery of additional extra care homes and increasing the use of equipment and adaptations to enable people to remain independent. We will also continue to work with the most vulnerable clients to ensure that they can access the most appropriate housing to meet their needs.

Explore the feasibility of appointing a lead commissioner for disabled people who is accountable for delivering the ambitious programme of change over the next few years and help ensure consistency and remove artificial age related barriers throughout the support offer.

To support carers to maintain their quality of life and their vital caring role, we will work in partnership to develop innovative ways to continue provision of short breaks and respite placements for children and adults, and ensure close links with the delivery board for the Carers Strategy.

We will link with the Early Help Strategic Board, to strengthen the early help offer for parents of children diagnosed with a physical, sensory or learning disability, the Community Safety Partnership, to explore ways to support people with disabilities to report incidences of hate crime, and with the 'Domestic Abuse and Harmful Practices Steering Group', to develop initiatives to further ensure that people with disabilities are protected from harm, as far as possible.

How will we measure if we are getting this right?

- There will be an improvement in the health related quality of life for people with long term conditions (NHS Outcomes Framework)
- There will be an improvement in the quality of support provided to children with disabilities (Survey to be developed to capture this)
- 300 new extra care housing scheme placements will be developed by March 2020

Case Study – Living Independently

Stuart, Ryan, Jonathan and Steve* have learning disabilities and became firm friends when they met in residential college. When they finished college they were keen to move on to accommodation that would maximise their independence and allow them to maintain their close friendship.

Through close working with a social landlord, two houses were found located next to each other which could accommodate the four friends. This living situation has meant that the daily support they require can be shared between them which has significantly reduced the cost when compared to living alone or in a residential placement, but has also meant that their independence and quality of life can be maximised.

The young men are now settled in their accommodation, have developed their daily living and social skills, and with their new found independence, are enjoying living and contributing to their local community.

* Names changed to protect identity

5.2 Priority Two - Young people and adults with disabilities have access to employment and are financially resilient

People with disabilities have told us they should have the same access to education and work as all citizens in the community. Many people with disabilities are seen as a 'client' or someone who needs help; this can sometimes mean that employers do not see their potential as a positive contributor to their organisation. Everyone has a unique contribution to make and when this unique contribution is recognised people will feel, and be valued.

We will work as a partnership to support disabled people, from an early age, to be recognised for their unique contribution, rather than just their disability, and be offered the choice to pursue their own goals and interests, which should in turn lead to an increase in attainment and the rate of disabled people in employment.

Volunteering is a fantastic way to connect people with their communities, increase skills and confidence and can often lead to employment. The partnership will continue to develop suitable volunteering opportunities in Wirral and support people to find the right one.

What do we already know?

- According to the Labour Force Survey, at a national level disabled people are now more likely to be employed than they were in 2002, but disabled people remain significantly less likely to be in employment than non-disabled people³
- Around 5.5% of the Wirral Council workforce have some form of disability
- Disabled people are around 3 times as likely not to hold any qualifications

compared to non-disabled people, and around half as likely to hold a degree-level qualification;⁹

- Nationally, around 19.2% of working age disabled people do not hold any formal qualification, compared to 6.5% of working age non-disabled people and 14.9% of working age disabled people hold degree-level qualifications compared to 28.1% of working age non-disabled people³
- At a National level, disabled people are less likely to engage in formal volunteering. In 2010 to 2011, 23% of disabled people engaged in formal volunteering at least once a month, compared with 25% of non-disabled people³
- In Wirral there are a significantly greater proportion of children with a Statement of Educational Need (SEN) educated in special schools when compared to the rest of England – in 2014 63% of pupils with a SEN in Wirral attended a special school, compared to 45% in England as a whole.

How are we going to get there?

We will consider innovative, collaborative approaches to enable more disabled people to access employment – including working in collaboration with Jobcentre plus and local employers. This will include mapping out and promoting the support that is available to support organisations when employing people with disabilities.

We will ensure that as we commission future services across the partnership, it is a priority requirement within the service specification to identify opportunities for disabled people to access mainstream employment.

We will ensure that there is a focus on employment and volunteering within the Annual Review for Young People with disabilities in schools from year 9 onwards and within the assessment, support and care planning process for disabled adults, where appropriate.

How will we measure if we are getting this right?

- Employment rate aged 16-64 - EA core or work-limiting disabled
- Indicator/s around educational attainment for people with disabilities (to be developed)
- The number of people with a disability who express an interest in volunteering and the number who then go on to be placed (to be developed with Community Action Wirral).

Case Study – Best Bites

Best Bites offers a unique service to adults with learning disabilities, physical disabilities or mental health issues to gain skills, knowledge and qualifications in a real working environment. The training facility provides a two year placement and initially started as Beaconsfield Executive Sandwich Traders in 2007. Due to its success Best Bites expanded in March 2010 into an innovative restaurant provider.

Bill* is a 50-year-old man who was supported by day services and living in semi-supported accommodation. With limited social contacts, Bill wanted to increase his circle of friends and be more independent but had a quiet disposition and lacked confidence in social and work environments.

With support from the Best Bites team to develop his skills, Bill began to work in the kitchen as part of a team. He was soon interacting with his colleagues and developing good relationships.

Tasks were broken down to enable Bill to gain knowledge, skills and the theory behind his work. When Bill became frustrated the team used coaching and mentoring skills to enable him to develop techniques to help him overcome these issues. As Bill's confidence and enthusiasm increased, he worked alongside the Best Bites team in organising outside catering and hospitality and can now adapt to any social setting with support from staff.

Bill completed the Food and Beverage NVQ Level 1, including Food Hygiene to meet the standards of 'Good Food Better Practice' and to meet the standards of the Food Standards Agency. He was then supported to explore suitable employment venues to meet his needs, and to develop interview skills. Bill was successful in gaining a position and now works in a community café on a part-time paid basis.

* Name changed to protect identity

5.3 Priority Three - All people with disabilities have choice and control over their lives

Disabled people, their families and carers have told us that they should have choice and control over how they live, learn, work and play and have the same opportunities as everyone else in their community.

Disability shouldn't define who someone is – a disabled person should have the same opportunity to pursue their interests as everyone else. Even if there is an extensive list of service provision and activities to choose from, a list is still restrictive as everyone is unique and will have their own unique goals and interests.

The more that people with disabilities can share common typical space with others, the more they are known for the individual they are, instead of being seen as part of a group of disabled people. More often than not people with disabilities are limited to relationships of circumstance and often, those “circumstances” are narrowed down to one small aspect of their personhood: disability.

The current service offer can often mean that people with disabilities only socialise in groups of other people with disabilities, only have relationships with other people with disabilities, only play sports with other people with disabilities etc. We need to work as a partnership to help people to expand their relationships beyond “disability”. We all have some relationships of circumstance, like those we have with neighbours, co-workers and family, but the very best relationships are often those we choose or happen into.¹⁰

What do we already know?

- Nationally, over 1 in 4 disabled people say that they frequently do not have choice and control over their daily lives;³
- Nationally, 75% of adults with an impairment experience barriers to using transport, compared to 60% of adults without impairment. The 4 transport types included in the study are: motor vehicles (44%), local buses (52%), long distance trains (51%), and taxis/minicabs (43%). Cost is the most common barrier to transport in all transport types.¹¹

What have we been told by disabled people, their families, carers and organisations who support them?

All people with disabilities should be able to make choices and have control of their lives if they want to.

People with disabilities should have access to opportunities in their communities which enable them to make friends, have fun and pursue their interests.

People with disabilities and their families need to have a stronger voice.

How are we going to get there?

- To ensure choice and control in their care and support, we will increase the number of disabled people accessing personal budgets, personal health budgets and direct payments.
- To help improve value for money for people with personal budgets, work will take place to reduce the current disparity in charging that has been identified between children and adult support services. We will also explore opportunities for disabled people in receipt of personal budgets to pool their funds, if they would like to, to enable them to take part in a wider range of activities, hobbies and leisure as a group to increase social interaction.

- We will work in partnership with disabled people, their families and carers to ensure that they play an active part in influencing the planning, commissioning and delivery of services and strengthen self-advocacy.
- The partnership board will link with the delivery board for the Aging Well in Wirral Strategy and Merseytravel to explore opportunities through the step programme to improve access to transport and maximise the benefits of the scheme. Work will also take place as a partnership to reduce the barriers to disabled people getting out and about in their communities on foot, for example looking at innovative ways to redesign the use of street furniture to support people with sensory impairments, etc.

How we will measure if we're getting it right?

- Take up of personalised budgets by children and adults in Wirral (Wirral Council and Wirral CCG)
- Indicator to be developed to capture perceptions of choice and control
- The number of 'Disability Go' venue accessibility audits completed in Wirral

Case Study – Active All Sports Leisure Programme

The Active All Sport Leisure Programme (AASLP) is part of the Wirral Sport Development Unit. The programme provides sport and leisure activities for children and young people aged 5-25 years who have a range of disabilities. From April 2013 – April 2015 the programme supported over 520 children and young people.

One of the main aims of the programme is to improve relationships with sports clubs and other providers creating

participation pathways, increasing integration and embedding equality.

The sessions offer a mixture of sports and leisure activities with the aim of developing fundamental physical skills, self-esteem and confidence, greater independence, reduced social isolation and overall improvements in the health and wellbeing of participants.

Joe* has been attending the Active All Sports Programme since 2011. When Joe first accessed the programme he was very quiet and shy and his mum often described him as having very little or no confidence. Joe insisted on his mum staying with him throughout all activities and sessions and struggled to mix socially. Members of staff discussed Joe's difficulties with his parents and developed ways to help him feel at ease during the sessions. Joe's confidence gradually increased and eventually he felt comfortable with his mum leaving him alone at the sessions and made a number of friends. Joe is now a volunteer for the programme; assisting with delivery tasks and on other Sports Development Projects. He is also due to start his Duke of Edinburgh Award.

Feedback from Joe's Mum: "Joe loves attending the Saturday session and the holiday programmes. He looks forward to coming and his confidence has improved so much. He is a happier child because of the programme. He is doing better in school as he communicates better with teachers and socially interacts more with the children in his class. He has developed a lovely friendship group through the programme and also socialises with these friends outside of the sessions and out of school. I am so thrilled with his progress and we truly appreciate the work of the team and their fight for inclusion for our kids."

*Name changed to protect identity

6.0 HOW WE WILL DELIVER THIS STRATEGY

The 'All Age Disability' Strategy provides a clear overarching framework for partners to work collectively and make a real difference in each of the key priority areas. As outlined in the introduction section there will be a number of strategies linked to this which focus on the more specialist activities required to support people with specific types of disability.

The All Age Disability Partnership Board will have overall responsibility for further developing and delivering upon the actions outlined within this strategy. The actions that have been identified throughout this strategy are outlined within section 6.1 below. An annual review of the strategy will take place assessing progress on each of the actions and reporting outcomes that have been achieved through the delivery of this strategy using the performance data outlined in section 6.2.

6.1 Action Plan

Action	By When
Priority One: Children, young people, adults and older people with disabilities are well and live healthy lives	
Work as a partnership to develop and agree a robust method of capturing data around the prevalence of disability in Wirral	March 2017
Implement an All Age Integrated Disability Service in Wirral	April 2017
Explore opportunities for better sharing of information between all agencies in the partnership to provide more seamless and holistic support to disabled people and their families	Sept 2016
Work with partners to ensure all commissioned and non-commissioned services and activities are provided in advice and support offer	Dec 2016
Explore the feasibility of appointing a lead commissioner for disabled people	Dec 2016
Explore innovative ways to maintain provision of shorts breaks and respite placements for children and adults with disabilities	Sept 2016

Action

By When

Priority Two: Young people and adults with disabilities have access to employment and are financially resilient

<p>Work with local employers (including all organisations within the partnership) to consider innovative collaborative approaches to increase the local provision for training and work opportunities and to enable more disabled people to access employment. To include mapping out and promoting the support that is available to support organisations when employing people with disabilities.</p>	<p>To be reviewed annually</p>
<p>Ensure that as part of the procurement of future services across the partner organisations in Wirral, it is a priority requirement within the service specification to identify opportunities for disabled people to access mainstream employment</p>	<p>To be reviewed annually</p>
<p>Ensure that there is a focus on employment and volunteering within the Annual Review for Young People with disabilities in schools from Year 9 onwards (Education, Health and Care Plan)</p>	<p>March 2017</p>
<p>Assessment and Care Planning process for disabled people to consider participation in employment and / or volunteering as a key outcome, where appropriate</p>	<p>March 2017</p>

Action**By When****Priority Three: Children, young people and adults with disabilities have choice and control over their lives**

Explore an approach to reducing the disparity in charging between children and adult support services

March 2017

Work in partnership with disabled people, their families and carers to ensure that they play an active part in influencing the planning, commissioning and delivery of services

To be reviewed annually

Explore opportunities for disabled people in receipt of personal budgets to pool their funds to enable them to take part in a wider range of activities, hobbies and leisure together and increase social interaction

March 2017

We will strengthen self-advocacy to ensure that disabled people have a strong voice in how services are developed and delivered locally

Sept 2017

Work as a partnership to explore innovative ways to remove barriers to people getting out and about in Wirral, particularly for people with mobility issues and sensory impairments. Areas of focus to include;

- Design of street furniture
- Accessibility of shops, restaurants and public buildings such as community centres and hospitals

To be reviewed annually

6.2 How will we know if we are getting it right?

The following performance data will be monitored through the life of the strategy to help to determine whether we are 'getting it right' and improving outcomes in line with our key priorities.

These measures will be included within the annual review of the strategy and monitored by the partnership board on a regular basis.

Indicator	Baseline
Priority One: Children, young people, adults and older people with disabilities are well and live healthy lives	
Proportion of people with long term conditions who feel supported to manage their condition	Wirral 66.7% England 64.4%
Health related quality of life for people with long term conditions	Wirral 0.698 England 0.743
The number of additional extra care homes available in Wirral	Target - 300 by 2020
New measure around quality of life/support for children and young people with disabilities	To be developed and baseline established during 2016-17

Indicator	Baseline
Priority Two: Young people and adults with disabilities have access to employment and are financially resilient	
Employment Rate aged 16-64 – EA Core or Work Limiting Disabled	Wirral 37.5% England 49.8%
Key Stage 4 5+ A*-C including English & Maths for pupils with Statements of SEN	Wirral 2014– 6.3% England 2014 - 8.0%
New measure around the introduction of Progress 8 attainment specifically for FSM / CLA / SEN	Available from 2017 onwards

Indicator	Baseline
Priority Three: Children, young people and adults with disabilities have choice and control over their lives	
Indicator to be developed around perceptions of choice and control (all ages)	To be developed and baseline established during 2016-17
Take up of Personalised budgets (including personal health budgets)	Baseline established during 2016-17
The number of 'Disabled Go' venue accessibility audits completed in Wirral	Target to complete 700 audits in Wirral by Sept 2017

7.0 CONCLUSION

Throughout the development of this strategy we have engaged with people with disabilities, their carers, professionals, and a range of public, voluntary and community sector organisations, including care and support providers, to ensure that the actions we will undertake over the next 5 years will genuinely improve the lives of residents in Wirral with disabilities.

We will continue our engagement with various stakeholders throughout the life of this strategy to ensure that the priorities and action plan remain relevant.

The partnership approach outlined throughout this document will be key to delivering our priorities despite the continuing pressure on budgets throughout the public sector.

8.0 STEERING GROUP MEMBERS

As outlined in Section 3, the All Age Disability Partnership Board will lead on the delivery of this strategy. Membership of this board is likely to be expanded throughout the life of the strategy to ensure that all partners who can

contribute to the delivery of the key priorities are included. Current membership of the Board includes disabled people, parents and carers alongside representatives of the following organisations;



Cheshire and Wirral Partnership **NHS**
NHS Foundation Trust



community action:wirral



9.0 SUPPORTING DELIVERY OF THIS STRATEGY

Work to deliver the Wirral Plan Pledges is being carried out jointly across the partnership with projects identified in other Pledge strategies clearly linked to disabled people. Throughout this document reference is made to areas of work that link to other Wirral Strategies.

Further strategies will also be developed to meet the more specialist needs of various groups of disabled people, such as people with autism and people with learning disabilities. The following strategies have already been written or are currently being produced. This is not the definitive list and more strategies will be included as they are defined and developed:

- **All Age Autism Strategy**
- **All Age Joint Learning Disability Strategy**
- **Transition Strategy**
- **Children and Young People's Strategy**
- **Mental Health Strategy**
- **Sensory Impairment Commissioning Strategy**
- **Special Educational Needs and Disability Strategy**

9.0 REFERENCES

- 1 Equality Act 2010: <http://www.legislation.gov.uk/ukpga/2010/15/contents> accessed 18/2/2016
- 2 O'Brien, J. (1989): What's worth working for? Leadership for Better Quality Human Services; <http://www.inclusion.com/downloads/obrienarchive/System%20Change%20and%20Leadership/What's%20Worth%20Working%20For.pdf> accessed 18/2/2016
- 3 Department for Work and Pensions (2014) and Office for Disability Issues (2014): Disability Facts and Figures <https://www.gov.uk/government/publications/disability-facts-and-figures/disability-facts-and-figures#disability-prevalence-estimates> accessed 18/2/2016
- 4 Institute of Public Care (2015): Projecting Older People Population Information; <http://www.poppi.org.uk/> accessed 18/2/2016
- 5 Wirral Council (2015): Internal data provided by Social Services
- 6 Office for National Statistics (2015): Employment Figures; <http://www.ons.gov.uk/ons/datasets-and-tables/index.html> accessed 18/2/2016
- 7 Health and Social Care Information Centre (2015): Indicators; <https://indicators.ic.nhs.uk/webview/> accessed 18/2/2016
- 8 Papworth Trust (2014): Home adaptation figures; <http://www.papworthtrust.org.uk/>
- 9 Office for National Statistics (2015): Disability Employment Figures; <http://www.ons.gov.uk/ons/taxonomy/search/index.html?pageSize=50&sortBy=none&sortDirection=none&newquery=disability&content-type=Reference+table&content-type=Dataset&nscl=Labour+Market> accessed 18/2/2016
- 10 Cincibility (2015): The Five Valued Experiences; <https://cincibility.wordpress.com/2013/02/15/the-five-valued-experiences/> accessed 18/2/2016
- 11 Papworth Trust (2014): Disability in the United Kingdom, Facts and Figures 2014; <http://www.papworthtrust.org.uk/sites/default/files/UK%20Disability%20facts%20and%20figures%20report%202014.pdf> accessed 22/2/2016

To find out more:



search: Wirral 2020



@wirral2020

All Age Disability/Mental Health

Friday, November 03, 2017

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Total Responses

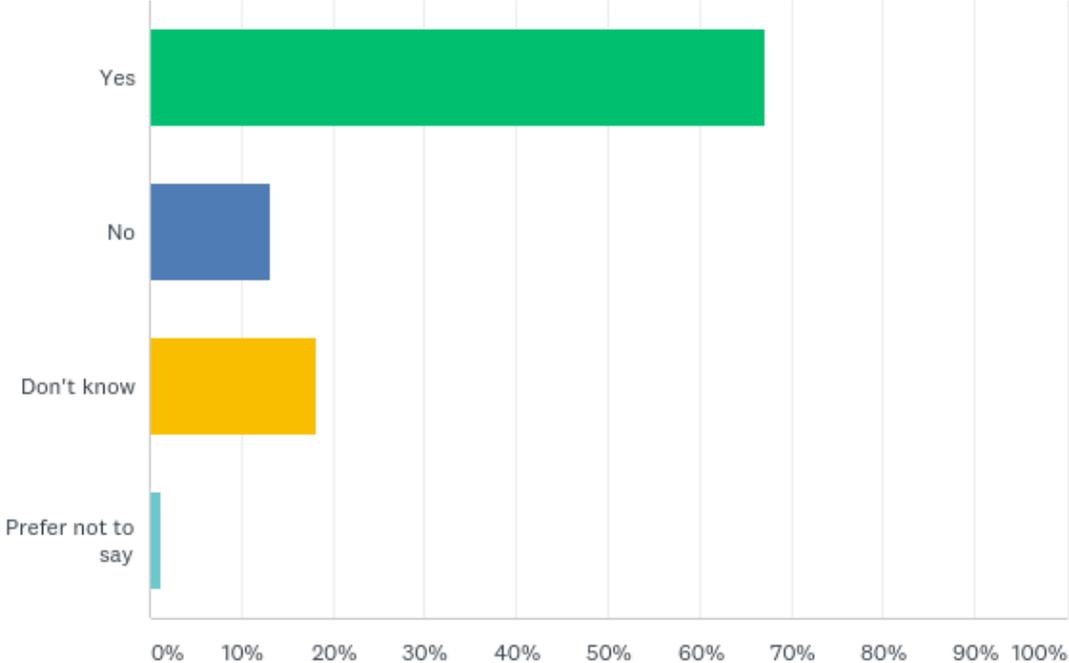
Date Created: Wednesday, July 26, 2017

Complete Responses: 242

Q1: Do you think joining social care and health colleagues within one organisation will improve the service for people with a disability or mental health need?

Answered: 241 Skipped: 1

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Q1: Do you think joining social care and health colleagues within one organisation will improve the service for people with a disability or mental health need?

Answered: 241 Skipped: 1

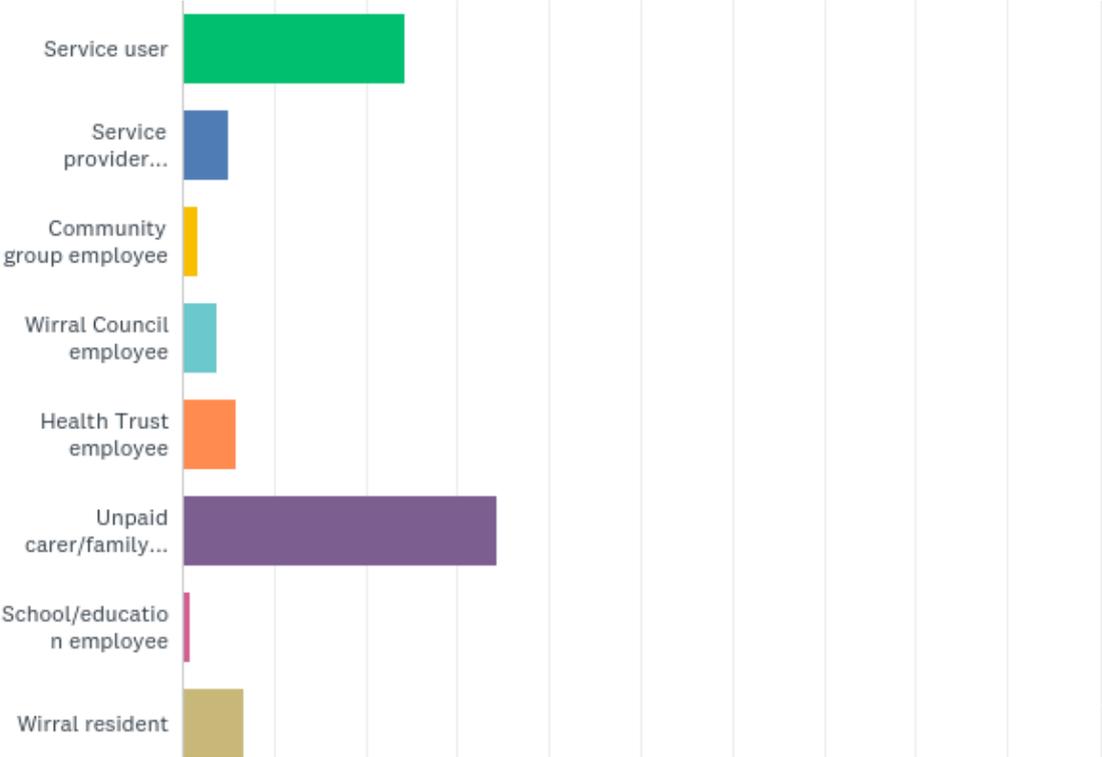
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ANSWER CHOICES	RESPONSES	
Yes	67.22%	162
No	13.28%	32
Don't know	18.26%	44
Prefer not to say	1.24%	3
TOTAL		241

Q7: Please tell us a little about yourself. It's helpful for the council to understand who has completed the survey. Please tell us if you are responding to this survey as a:

Answered: 239 Skipped: 3

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Q7: Please tell us a little about yourself. It's helpful for the council to understand who has completed the survey. Please tell us if you are responding to this survey as a:

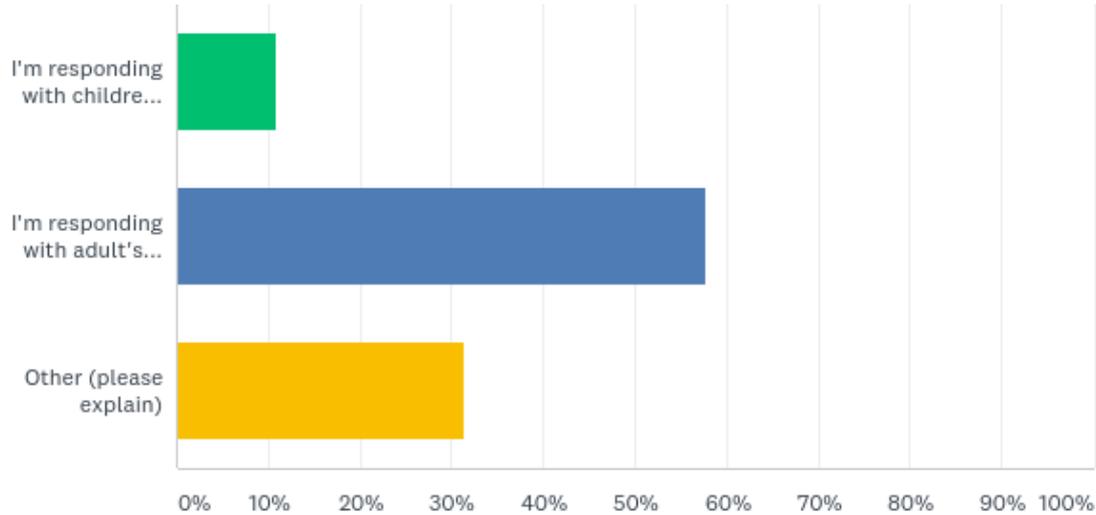
Answered: 239 Skipped: 3

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ANSWER CHOICES	RESPONSES	
Service user	24.27%	58
Service provider employee	5.02%	12
Community group employee	1.67%	4
Wirral Council employee	3.77%	9
Health Trust employee	5.86%	14
Unpaid carer/family member supporting a person with a disability or mental health problem	34.31%	82
School/education employee	0.84%	2
Wirral resident	6.69%	16
Prefer not to say	4.18%	10
Other (please specify)	13.39%	32
TOTAL		239

Q8: Please choose one of the following options.

Answered: 239 Skipped: 3



Q8: Please choose one of the following options.

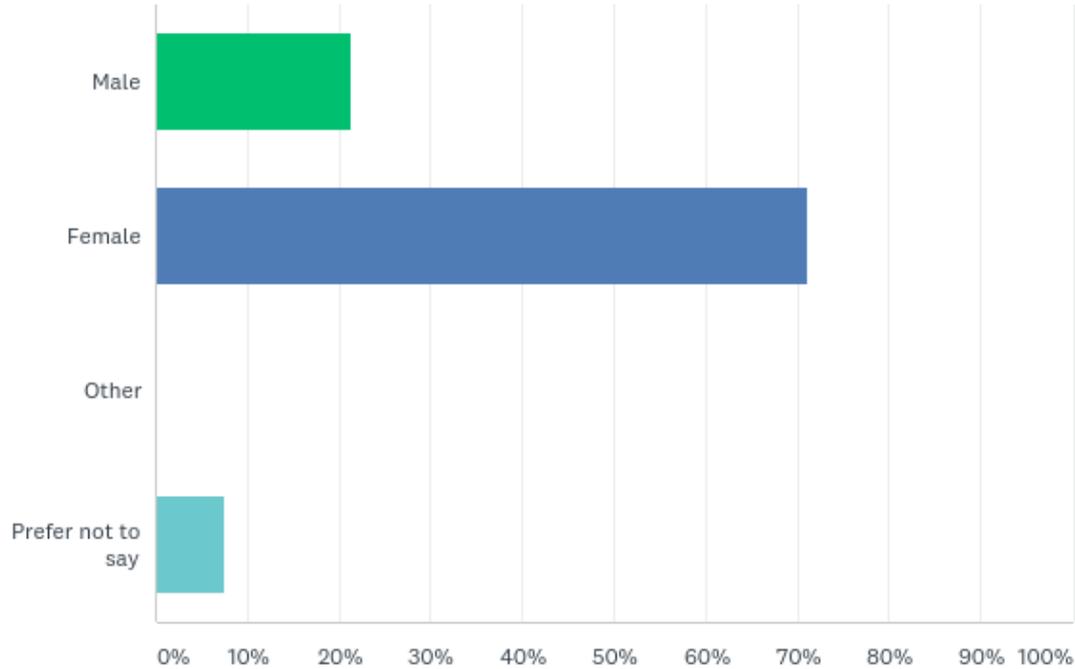
Answered: 239 Skipped: 3

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ANSWER CHOICES	RESPONSES	
I'm responding with children's services in mind	10.88%	26
I'm responding with adult's services in mind	57.74%	138
Other (please explain)	31.38%	75
TOTAL		239

Q9: What is your gender?

Answered: 239 Skipped: 3



Q9: What is your gender?

Answered: 239 Skipped: 3

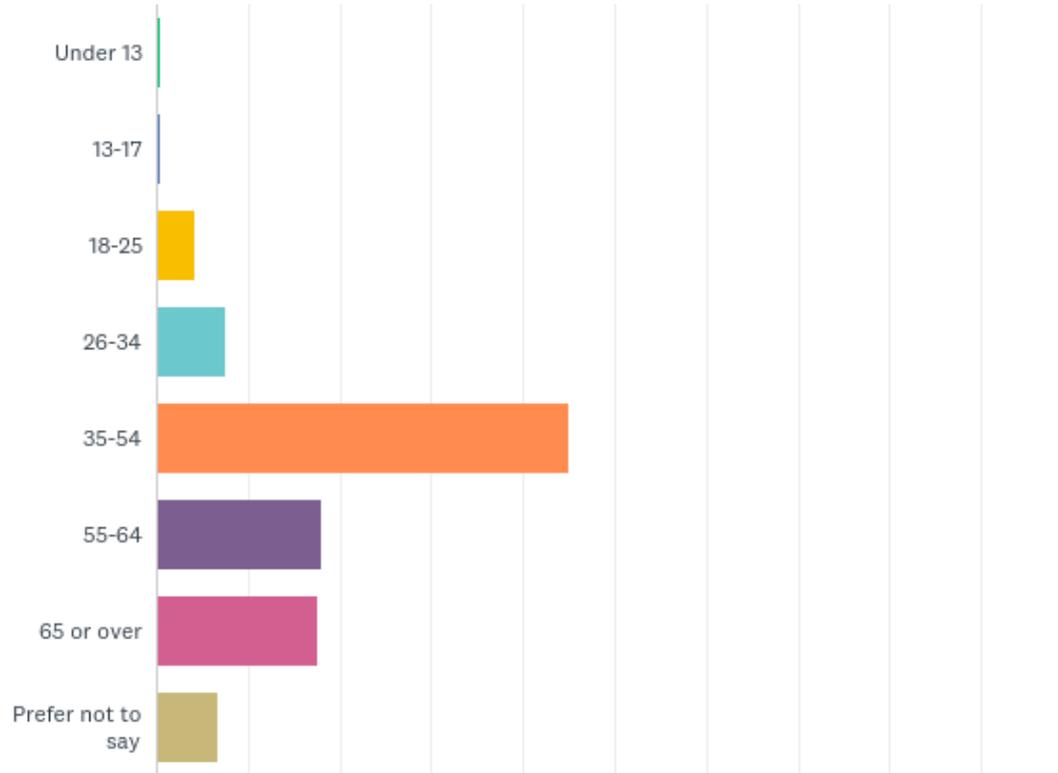
Page 370

ANSWER CHOICES	RESPONSES	
Male	21.34%	51
Female	71.13%	170
Other	0.00%	0
Prefer not to say	7.53%	18
TOTAL		239

Q10: How old are you?

Answered: 238 Skipped: 4

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Q10: How old are you?

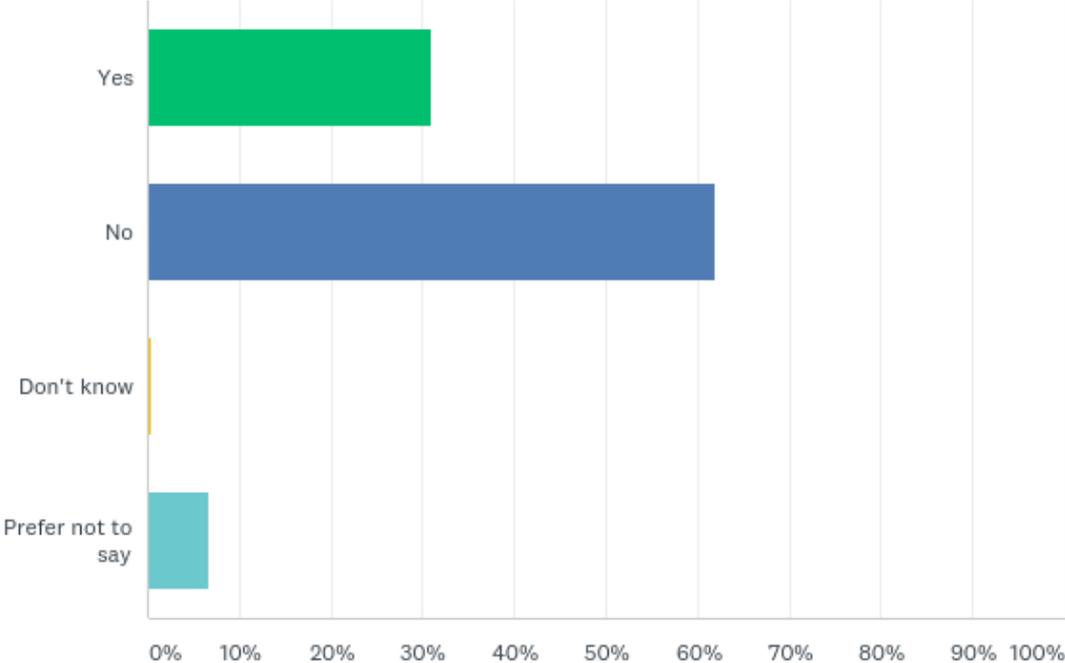
Answered: 238 Skipped: 4

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ANSWER CHOICES	RESPONSES
Under 13	0.42% 1
13-17	0.42% 1
18-25	4.20% 10
26-34	7.56% 18
35-54	44.96% 107
55-64	18.07% 43
65 or over	17.65% 42
Prefer not to say	6.72% 16
TOTAL	238

Q11: Do you have a disability?

Answered: 239 Skipped: 3



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Q11: Do you have a disability?

Answered: 239 Skipped: 3

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ANSWER CHOICES	RESPONSES	
Yes	30.96%	74
No	61.92%	148
Don't know	0.42%	1
Prefer not to say	6.69%	16
TOTAL		239

JOINT STRATEGIC COMMISSIONING BOARD
Care and Support at Home Commission

Risk Please indicate	High Y	Medium Y/N	Low N
Detail of Risk Description	<i>Complete the detail of any risk to the organisation</i>		

Engagement taken place	Y
Public involvement taken place	N
Equality Analysis/Impact Assessment completed	Y
Quality Impact Assessment	N
Strategic Themes	
To empower the people of Wirral to improve their physical, mental health and general wellbeing	Y
To reduce health inequalities across Wirral	Y
To adopt a health and wellbeing approach in the way services are both commissioned and provided	Y
To commission and contract for services that: <ul style="list-style-type: none"> • Demonstrate improved person-centred outcomes • Are high quality and seamless for the person • Are safe and sustainable • Are evidenced based • Demonstrate value for money 	Y
To be known as one of the leading organisations in the Country	Y
Provide systems leadership in shaping the Wirral Health and Social Care system so as to be fit for purpose both now and in five years' time.	Y
Support people with Disabilities to live Independent lives (2020)	Y
Support Older people to live well (2020)	Y

JOINT STRATEGIC COMMISSIONING BOARD

(Committee in Common)

Meeting Date:	21 August 2018
Report Title:	Care and Support at Home Commission
Lead Officers:	Jayne Marshall and Iain Stewart

1 INTRODUCTION / REPORT SUMMARY

This paper sets out plans related to improving the sustainability of the care market in Wirral via a joint commission for care at home services led by Wirral Health and Care Commissioning (WHCC).

This approach aims to ensure that services are delivered in the right place and at the right time and that individual personal outcomes can be improved for vulnerable people that require personal care and support.

The commission will support the continuation of the downward trend in long term residential and nursing placements by growing the community offer to the increasing population of older people allowing them to receive care whilst at home.

Domiciliary Care Services provide personal care for people living in their own homes and are currently independently regulated by the Care Quality Commission (CQC) under the Health and Social Care Act 2008 (Regulated Activities) regulations 2010 and the Care Quality Commission (Registration) Regulations 2009. All of the current service provisions are commissions provided through the independent sector.

The service will go out to open tender in September 2018, and will be open for all providers to formally tender and apply for the work, with an intention for the new service to start April 2019 (Appendix 4 - procurement timetable).

The commission will include:

- Reablement
- Domiciliary Care Services
- Complex / Continuing Health Care
- End of Life Care

These services will form part of a newly designed integrated pathway for care at home with 'home first' also included. There will be an enhanced focus on hospital admission avoidance, an improved hospital discharge offer, behaviour change and self-care. The service specification outlines our vision for the delivery of these services, the key features of the service and the outcomes we expect it to achieve.

The new model will incorporate:

- An Outcomes focused approach
- A 'top to bottom' service (complex to community involvement)
- Electronic care monitoring
- Electronic care planning
- Social Value (the evaluation criteria will be based on 20%)
- Wirral based – providers to demonstrate a previous history of working in Wirral using a locally sourced workforce and keeping the Wirral £ in Wirral
- Trusted Assessor model
- Open Book Accounting – better value for money and a clearer understanding of Provider costs to enable us to have a dynamic financial approach
- Payment delivery against 'actuals'
- Community / Third sector engagement
- Deliver a balanced and equitable care market
- A match to the Wirral '50,9,4,1' model for placed base care, supporting the Healthy Wirral Outcomes
- Tele monitoring

Wirral 2020 plan objectives supported by this approach include;
Older People Live Well, and People with Disabilities Live Independently

In addition there is a specific work programme under Healthy Wirral to improve care market sustainability; this approach is part of the programme plan for improvement.

The Wirral 2020 plan also includes a target to support local businesses to thrive and do well. Therefore, the commission will commit to partly evaluate on Social Value 20% as per the council's new social value policy), with the aim of supporting and attracting business to remain on Wirral to support the local economy and deliver a sustainable local offer.

2 RECOMMENDATIONS

The Joint Strategic Commissioning Board is asked to

- Allocate and sanction the use of WHCC pooled budget resources to fund the joint commissioning of this service..
- Agree to the development and deployment of a centralised system for commissioning, to enable the recording of Service delivery and the paying of Providers (subject to the contractual arrangements with the recording and payment system providers' (ContrOCC and ADAM) being able to accommodate such an arrangement.
- Approve the proposed Care and Support at Home commission for the forward commissioning plan, and integrated governance arrangements.

- Approve the award post tender and a further report will be brought back to JSCB on 5 February 2019.

3 BACKGROUND INFORMATION

Domiciliary Care services were re-commissioned in 2014, the primary aim at this time was to consolidate the market and move from a fragmented approach with over 70 accredited care providers in the local market supporting 1,400 people. All of the current domiciliary care services are with the Independent sector and the commission will continue this arrangement.

The commission at that time enabled improvements in quality, consistency, capacity and capability. A reduced number of providers based on a tiered model, split into 4 geographical zones. These matched the constituency areas.

The re-commission of services was due again in 2017; however, between July and October 2016, 3 of the Domiciliary Care Tier 1 providers (Warren Care, Mears Care and Local Solutions) either had their contracts terminated with the Council, or handed them back as they weren't able to deliver against the contractual requirements.

Our contracted Tier 2 providers (who in the main were smaller Wirral based companies) worked together to support Wirral Council at this time and picked up the packages of care from the providers that withdrew. Providers went at financial risk to expand and pick up the gap in service provision, there were some initial quality concerns, but these have improved over time and recent inspections have indicated the market has recovered. This re-provision led to one provider being responsible for 30% of the current market which is a risk to the resilience of market sustainability, as we need a balanced care market to deliver consistently across Wirral.

Commissioners and contract managers worked with the care market to step up Tier 2 Providers to Tier 1, and 18-month contract awards were made to stabilise the market pre-tender. (Appendix 1 - Lessons Learned Log). The market is currently stabilised.

End of Life and CHC services are currently provided by one provider 'Aspire' across Wirral. This service covers people over the age of 18 years eligible for fully funded NHS CHC including End of Life fast-track cases, or those who have complex needs and are in receipt of a joint funded package of care that cannot be met by domiciliary care.

The Care at Home Commission will seek to implement an Open Book Accounting (OBA) approach to improve the understanding of the costs of the service. OBA is an agreed position to our approach and we have provided training for our incumbent providers so they have a clear understanding of what this is. The OBA approach will be reinforced post tender with successful providers. To enable a full take up of OBA, year one of the contract will be 'rate' based, with a view to move to OBA for year 2 of the contract and beyond.

Future work on OBA will include modelling to deliver efficiency against the contract and will include a view on incentivisation once costs are fully understood.

Full financial modelling is underway with relevant finance personnel to support the commission, with a view to introducing an 'aggregated' rate for the service provided. Initial modelling indicates as follows (this may change):

<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>
Service	£ hr rate	Wkly hrs	Total cost per week @ Hourly Rate	% of Total cost per week by Service	Weighted Average / Aggregated rate per Service
			$(a \times b)$	(c)	$(a \times d)$
Reablement	£ 16.84	1,381	£23,256	9.2%	£1.55
Dom Care	£ 14.80	14,442	£213,742	84.9%	£12.57
CHC & EoL	£ 15.73	*937	£14,739	5.9%	£0.93
		16,760	£251,731		£15.05

**Currently only reflecting block contracted hours, spot contracted hours to also be included*

Following extensive engagement with providers, consensus indicated a longer life contract would support sustained provision against commissioned specification, enabling provider investment and financial commitment.

Suggested contract term is 5 years (+3+1+1) 10 years in total this is to enable market investment for providers due to the aging population.

4 OPTIONS CONSIDERED

1. Not to go out to tender. (Contract and Procurement regulations require a tender process is undertaken). **NOT RECOMMENDED**
2. We undertake independent commissions for Continuing Health Care, End of Life, Reablement and Domiciliary Care. (This does not fit in with WHCC joint plan and current procurement timelines for both areas). **NOT RECOMMENDED**
3. Jointly commission and transfer all clients from existing, to successful providers. This could potentially disrupt clients and impact as follows: ,
 - TUPE issues
 - Impact on market Sustainability, unsettling clients and providers
 - impact on Wirral Community Foundation Trust (reviews undertaken as a result of transfer to new provider) **NOT RECOMMENDED**
4. Jointly commission and enable existing providers to keep their existing caseload post-award. Successful providers to be able to keep existing caseload and take up new cases going forward - this will ensure minimum disruption for people who use services and also reduce the impact of review of the 1400 cases. **RECOMMENDED**

5 FINANCIAL IMPLICATIONS

- Pooled budget inclusion (estimated combined budget of £12m for the existing service provisions across WHCC).
- Currently 2 different systems ADAM for CCG & ContrOCC for Wirral Council - both currently tied into contractual arrangements.
- Aggregated rate at £15.05. There are potential financial benefits but also risk to the system if all providers not willing to tender for this rate, if not financially sustainable. Is there not also a risk that a provider will accept this rate and then not be able to perform – as has already happened? Risk is a further procurement, loss of service and expensive contingency measures.
- Collaborative working leading to cost savings in the implementation of changes imposed by external factors, such as National Minimum Wage, outcomes to tribunals, mileage costs.
- Social Care precept will not be available in the future to support increased rates.

- The commission will continue to support the established trend of reducing long term residential and nursing placements, releasing funds to meet demand for services due to the demographic growth.
- Introduction of Open Book Accounting and reporting on this new approach. This will enable us to work collaboratively with providers on understanding the underlying costs of the service provision and support demand management increases.

6 ENGAGEMENT / CONSULTATION

The Council has engaged with providers over the past 12 months to ensure understanding of the WHCC view that Care and Support at Home Services in Wirral must be sustainable and effective in the longer term. Providers are aware of our statutory Care Act 2014 duty to have a vibrant, responsive and sustainable market offer. The local health and social care economy is supportive of this approach and there has already been a good local response to demand resulting in an improved pick up for cases waiting following local engagement.

The Council have worked collaboratively with a company called Stradia to provide facilitation of stakeholder engagement; and to help inform the new model of Care and Support at Home in Wirral. A number of workshops have been held with providers in the following areas:

- **Procurement Model**
- **Partnering**
- **Risk Management** (Appendix 2 - risk register)
- **OBA**

As a result of these workshops, Providers engaged with the Chamber of Commerce and have shown a willingness to either collaborate together to form a partnership or to provide a sustainable local offer on Wirral. (Appendix 3 - workshops)

A pre-market engagement session will be held with 'Aspire' (current CCG provider) in August 2018 to help inform the scope of service in the specification due to the nature of the care provision for End of Life and Continuing Health Care and another pre-market engagement session will be offered to all providers early September 2018.

7 LEGAL IMPLICATIONS

- Commissioning must take place in accordance with the Joint commissioning protocol which is in place in WHCC, within the section 75 agreement
- Existing contractual relationships will need to be revised/ replaced with new contractual relationships.

- New contractual documentation must ensure that governance arrangements are adhered to and that contractual management and monitoring are in place.

8 RESOURCE IMPLICATIONS: ICT, STAFFING AND ASSETS

- A joint dashboard will be developed incorporating KPI's across the whole service scope; this will require Business Intelligence input.
- Financial Input is needed to implement Open Book Accounting and develop pooled budget arrangements. Both CCG and Wirral Council accountants will work with current providers to deliver this year 2 of the contract.
- Procurement, Contracts and Commissioning across WHCC will work together to develop the service contract, specification and complete the procurement process.

9 EQUALITY IMPLICATIONS

An Equality Impact Assessment will be completed pre-tender to support the commission.

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APPENDICES

Appendix	Title
1.	Lessons Learned Log
2.	Risk Register (co-produced with providers)
3.	Stradia Workshops
4.	Procurement Timetable

REFERENCE MATERIAL

N/A

HISTORY

N/A

LESSONS LEARNED – DOM CARE TENDER 2014

Following a series of 7 Provider forums between 17/12/12 and 5/7/13, Wirral Council invited all its accredited Providers of personal support to tender for this contract on 7 August 2013 with the resultant decisions being approved by Cabinet on 7 November 2013.

It followed a review of the provision of Domiciliary Care and Reablement (home care) services which aimed to improve the quality, flexibility and responsiveness of the service, and deliver improved value for money.

The Department recognised that spot or single contracts were leading to a fragmented care market with over 70 accredited care providers in the local market supporting 1,400 people. This was leading to problems in relation to consistency, capacity and capability.

Although these problems did not apply to all providers, it was clear that improvements were needed so we took the decision to re-tender for a reduced number of providers based on four geographical zones, organised by constituency.

There are a number of lessons we can learn from the process i.e.:

TUPE Issues

Whilst some changes to providers were unavoidable as a result of this process, we sought to minimise any disruption by setting up a project group for the duration of the transitional phase with the aim of promoting and helping facilitate the TUPE transfer of staff to new providers. We also offered all clients a direct payment so they could choose to keep their current provider or carer if they chose to. This required a substantial investment of staff by Wirral Council including social workers who were required to undertake a huge number of reviews

In addition, some care staff remained employer loyal and refused to move to new Provider whilst others left to take up new employment with little notice - zero hour contracts enabling them to do this. Both these factors led to capacity problems from the off for some providers

As such, should we have to re-tender, it would be preferable for current providers to be able to retain their current client base and recognition should be made of the minimum no of clients required to breakeven i.e. 2000

Fee Rate

Tenderers were asked to submit a standard hourly rate between £12.00 and £12.40 for domiciliary care, though not reablement, which resulted in the evaluation having to include a % element for price i.e. Price – 40% / Quality – 60%

Given the tightness of the scores from the ITT stage, this led to the final scores being influenced by price which was not the key driving factor.

As such, I recommend we set an hourly rate for any future tender processes and have a 100% Quality evaluation criteria i.e. ITT submission - 90%/ Presentation - 10% of the overall quality score

Provider Terminations

Whilst there was a series of provider forums on the run up to the tender, there was no real consultation over the fee rate and it was the fee rate which led to 2 providers i.e. Warren Care and Mears Care terminating their contracts with the Council between June and July 2016.

This was quickly followed by the biggest market provider, Local Solutions, terminating their contract in August 2016, citing their intention to concentrate all their efforts on their Liverpool operation having recently received a dreadful CQC report.

If it wasn't for Premier Care as tier 2 Provider being able and willing to TUPE all staff over, this would most certainly have led to market collapse, though this came at a substantial cost to Premier both financially and regulatory i.e. CQC conducted an inspection of Premier in November 2014 knowing that many LS staff/care plans hadn't transferred over to Premier which inevitably led to them having to invoke 6 month voluntary suspension for any new packages of care, which in turn led to a serious lack of capacity in the market.

Moving forward, we need to ensure a provider has the capacity and financial acumen to take on any new work before awarding any further contracts in order to avoid a repetition of this scenario.

Ethical Care Charter (ECC)

A core aim of this tender exercise was for Providers to agree to promote and support the principles of the Ethical Care Charter in order to drive quality and standards and to secure better conditions for the care workforce; one recommendation of which was for Providers to pay staff the living wage where possible but the fee rate only took account of the minimum wage requirement, not the living wage.

As such, we need to ensure that the fee rate adequately reflects any regulatory/desirable requirements such as ECC compliance and we also need to continue working closely with Providers in order to meet the Charter's recommendations regarding 'Seeking agreements with existing providers'.

Looking for savings

- Are Providers rostering efficiently – for example are there cases of workers travelling long distances to clients when there are more local workers who could take over these calls?
- How much is staff turnover costing providers in recruitment and training costs?
- How much are falls and hospital admissions amongst homecare clients costing the NHS and could some of these be prevented by longer calls and higher quality care?
- Are there opportunities for economies of scale by providers collaborating around the delivery of training and networking/mentoring for workers?
- Are there opportunities for collaboration between providers to achieve savings on procurement of mobile phones, uniforms and equipment for workers?

Local Factors

Whilst the ITT requested confirmation that the Providers had a Wirral base, there was not enough emphasis on Providers having to demonstrate any previous history of working in Wirral using a locally sourced workforce and keeping the Wirral £ in Wirral.

As such, any future tender process must include this as a requirement.

Wirral Care & Support at Home Risk Register

Risk Descriptor	Potential Consequence	Risk Assessment				Control / Mitigation Action Plan	Residual Risk				Risk Owner		
		Probability	Impact				Risk Score	Probability	Impact			Risk Score	
			F	M	G				F	M			G
Staff attraction and retention.	<ul style="list-style-type: none"> Unmet needs Unable to meet contractual requirements. Strain on the hospital. Risk to service users. Strain on other services 	5	5	5	5	75	<ul style="list-style-type: none"> Career progression programme. Pay increase-consistency. Mandated guaranteed contracted hours. 	4	5	5	5	60	
OBA	<ul style="list-style-type: none"> Lack of transparency/trust. Risk-no gain. Complexity of own organisation not aware of process. 	3	3	3	3	27	<ul style="list-style-type: none"> Not mandatory. Guaranteed hours for life of contract. Incentivised. 	2	2	2	2	12	
Business Process	<ul style="list-style-type: none"> Current process remains fragmented. Missed communication. Different offer to different organisations/people. Unmanaged demand in capacity. 	3	3	3	3	27	<ul style="list-style-type: none"> Reviewing existing process. Streamline. Consistent offer. Capacity v demand planning. 	2	2	2	2	12	
Page 385 Acute hospital admission/discharge	<ul style="list-style-type: none"> Unsafe discharge. Reduced flow. Budget failure. Unable to meet demand. Reputation. Service breach. 	5	5	5	5	75	<ul style="list-style-type: none"> Utilising technologies. Business processing. Partnering with 3rd sector. Brokerage process. Trusted assessor. Transparency. 	3	3	3	3	27	
Financial Sustainability	<ul style="list-style-type: none"> Market failure. Rising budget. Service user's needs not met. Unemployment. 	3	5	4	4	65	<ul style="list-style-type: none"> New model for Dom care. Budget controls-innovation. Use of technologies. Outcomes focused. Trusted assessor Collaboration/partnership working. 						
Lack of Technologies/Innovation	<ul style="list-style-type: none"> Rising demand. Market efficiency. Collaboration-lack of financial impact. 	4	3	3	3	36	<ul style="list-style-type: none"> Research-implement-review. Intelligence. Budget control. Partnership-open & honest 						
Direct Payment	<ul style="list-style-type: none"> Inappropriate use of money. None regulated staff (no DBS). Risk of abuse/neglect. Very little control. 	5	5	5	5	75	<ul style="list-style-type: none"> Level personalised rates across the board. Monitoring/checks. Audits. Penalties in place. Enforcement. 	1	2	2	2	6	

Risk Impact Scoring

F = Financial Impact (0 = low impact, 5 equals high)
M = Market Impact (0 = low impact, 5 equals high)
G = Governance (0 = low impact, 5 equals high)

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Risk Descriptor	Potential Consequence	Risk Assessment					Control / Mitigation Action Plan	Residual Risk					Risk Owner
		Probability	Impact			Risk Score		Probability	Impact			Risk Score	
			F	M	G				F	M	G		
External Organisation impact on Dom care	<ul style="list-style-type: none"> Failing to work collaboratively will lead to fail. Animosity between services. Waste of resources. 	4	5	5	5	75	<ul style="list-style-type: none"> Workshops. Incentivise –shared gain/risk. Sharing resources. Shared data. 	1	4	4	4	12	
Length of Contract	<ul style="list-style-type: none"> Uncertainty. Long term view-costings. Contract commitment. Sustainability/investments. Affordability. Recruitment. Uneasy workforce. 	3	4	4	4	36	<ul style="list-style-type: none"> Longer term contract, allows opportunity to develop and invest more. Drive cost efficiencies. Procurement. 	1	1	1	1	3	
Culture	<ul style="list-style-type: none"> Domiciliary care provision is wholly dependent on people for delivery. New ways of working are required to meet existing and emerging market challenges. People are naturally resistant to change. If people do not adapt to new ways of working the new delivery and commercial models will fail impacting on service standards and financial performance. 	5	5	5	5	75	<ul style="list-style-type: none"> Leadership recognition and acknowledgement. Allocate resource to implement culture intervention. Implement cultural innovation program. Monitor impact. 	2	3	3	3	18	
Demand	<ul style="list-style-type: none"> Unable to meet demand. Service user failure/safeguarding. Provider failure. Contractual implications. Over subscription. 	5	5	5	5	75	<ul style="list-style-type: none"> Staff recruitment processes in place. Working together to cover market and demand – partnership. Collaborative working. Limit contracted providers we commission with. Training-upskill. Increase providers services-whole approach. 	2	2	2	2	12	
Legislative	<ul style="list-style-type: none"> Increased costs to system. Recruitment impact. Provider sustainability. 	3	5	4	3	36	<ul style="list-style-type: none"> Consider contingency. Budget if changes are expected. Providers integrated working for sharing functions to reduce cost impact. 	2	2	2	2	12	
Publicity & Reputation	<ul style="list-style-type: none"> Negative publicity. Not represented correctly. Recruitment. Lack of confidence. Suspension. 	5	5	5	5	75	<ul style="list-style-type: none"> Positive news stories. Real life positive outcomes. Schools/colleges involvement. Transparent approach. Communication. 	2	2	2	2	12	
Governance and Leadership should providers collaborate	<ul style="list-style-type: none"> Project plan. CQC compliance. Lack of structure. Each organisation internal governance. 						<ul style="list-style-type: none"> Establish a board. Identify lead representatives. MOU. Mutual agreement. 'Professional' oversight. 						

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Wirral Care & Support at Home Risk Register

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		Probability	Impact				Risk Score	Probability	Impact			Risk Score	
			F	M	G				F	M			G
	<ul style="list-style-type: none"> QA framework Delegated authority. Legislative requirements. 					<ul style="list-style-type: none"> Project plan. Discuss with CQC. Values. 							
Co-ordination of Transformation	<ul style="list-style-type: none"> Not co-ordinated. Misses the culture change. Business process not aligned. Resilience to change. Business process. Technology. Budgetary impact. 					<ul style="list-style-type: none"> Communication. Need to cover any provider who might pull out. Establish and agree the procurement. Establish partner project plan. Timescales. Whole system approach. Business process mapping. 							
Mobilisation/change to supply chain	<ul style="list-style-type: none"> Negative impact on service user. Tupe risk. Workforce delivery. Impact on market. Sustainability. Legal issues. 					<ul style="list-style-type: none"> Joint review. Establish a board. Comms strategy. Establish procurement model to legal framework. Timescales/project plan. Write and agree workforce plan. 							
Demand continues to grow unchecked	<ul style="list-style-type: none"> Market unable to keep up with demand and service users' needs go unmet or not delivered to required service standards Commissioners budgets are exceeded Providers CQC ratings put at risk because of demand on the system 	5	5		25	Demand management strategy which is performance managed <ul style="list-style-type: none"> Assets based approach Strengths based approach Signposting Developing community assets Developing 3rd sector assets Objective – Zero growth year on year Target – Year on year demand reduction	2	4	8				
Market capacity	<ul style="list-style-type: none"> Insufficient Providers in market who are convinced of viability of the local market in terms of making long term investments in their local business units Low levels of collaboration between existing Providers inhibiting realisation of potential cost savings and efficiency gains 	5	4		20	Develop procurement strategy for new framework based on; <ul style="list-style-type: none"> Open and equity based engagement with supply chain to gain their input to what will represent a sustainable proposition for them pre- ITT Partnering based governance structure for new framework to; - <ul style="list-style-type: none"> improve decision making via the input of the experience of all partners increase ownership and commitment facilitate collaboration embed continuous improvement in the operating culture Open Book Accounting to be used as a base for the commercial management of the framework to: - <ul style="list-style-type: none"> provide transparency to all partners to make all partners responsible for cost provide visibility on potential efficiency gains across both Commissioners and Providers business processes support value management throughout the life of the contract demonstrate public accountability for expenditure against the Wirral £ Partnership Board and Governance structure to performance management and benefit report on the impact of collaboration	2	3	6				

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Wirral Care & Support at Home Risk Register

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		Probability	Impact				Risk Score	Probability	Impact			Risk Score	
			F	M	G				F	M			G
	<ul style="list-style-type: none"> Market unable secure and retain sufficient resource to keep up with demand and service users' needs to unmet or not delivered to required service standards Not being able to meet specialist provision for CHC & End of Life 					Develop a Wirral wide ATTRACT – RETAIN - DEVELOP strategy for care workers. Key elements to include: - <ul style="list-style-type: none"> Develop a career path for care workers Identify savings that can be directed to improving care worker T&C's Comm's strategy to improve profile of care worker role and attractiveness as a career Care worker recruitment and retention incorporated as a KPI in framework incentivisation model Meeting with current provider of this provision Detailed specification on service requirements 							
Utilisation	<ul style="list-style-type: none"> Provider Partners having secured capacity are then unable to optimise utilisation leading to financial loss 	3	2		6	<ul style="list-style-type: none"> Improved demand forecasts from Commissioners developed collaboratively with Provider Partners providing clarity on base loads and seasonal variation Based on forecasts guaranteed hours offered to Provider partners for annual or seasonal base loads Penalty payments for Providers failing to meet guaranteed hours commitment Annual workload allocation to Provider Partners determined by Partnership Board based on historical performance against KPI's 	1	2	2				
Page 388 Provider Partner Sustainability	<ul style="list-style-type: none"> ITT thought not to be commercially viable then the potential exists for insufficient bidders or inappropriate bidders Provider Partners cannot make the framework commercially viable throughout life of framework Cost to Commissioners of either scenario above in terms of: <ul style="list-style-type: none"> Impact on statutory duties Impact on service users Cost of change 	4	5		20	<ul style="list-style-type: none"> Market engagement exercise pre-ITT Utilisation of Open Book Accounting and proactive Risk Management during the life of the contract 	3	3	9				
Changes to Legislation / Regulation / Service Standards	<ul style="list-style-type: none"> If not addressed in the new contract the Provider will be exposed to changes in legislation that might impact on their costs and viability Providers will therefore have to price that risk The pricing of the risk will most likely either be excessive, leading to avoidably high delivery costs to Commissioners; or they will under-price put at jeopardy their sustainability as a Provider over the life of the 	4	5		20	<ul style="list-style-type: none"> Exclude risk in contract terms and include transparent process based on open book accounting principles for calculating impact of change Commissioners to build contingency for such changes into overall budget on the basis of open book accounting principles 	0	0	0				

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Wirral Care & Support at Home Risk Register

Risk Descriptor	Potential Consequence	Risk Assessment				Control / Mitigation Action Plan	Residual Risk				Risk Owner		
		Probability	Impact				Risk Score	Probability	Impact			Risk Score	
			F	M	G				F	M			G
	contract leading to withdrawal, impact on service delivery and reputational and cost of change impact on the Commissioners												
Inflation	<ul style="list-style-type: none"> The pricing of the risk will most likely either be excessive, leading to avoidably high delivery costs to Commissioners; or they will under-price put at jeopardy their sustainability as a Provider over the life of the contract leading to withdrawal, impact on service delivery and reputational and cost of change impact on the Commissioners 	3	3		12	<ul style="list-style-type: none"> Exclude risk in contract terms and include transparent process based on open book accounting principles for calculating impact of change Commissioners to build contingency for such changes into overall budget on the basis of open book accounting principles 	0	0	0				

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Domiciliary Care – Support to Develop New Models

November 2017

1.0 Background / Context

- 1.1 The Council has extended existing domiciliary care framework contracts until March 31st 2019 to provide an opportunity for exploring, testing and evaluating alternative delivery methods and models, so that a suitable commercial model and procurement strategy for domiciliary care can be developed and delivered. For the purposes of the project, the range of community based care to be considered encompasses: domiciliary care, mobile night service, reablement service, a 72 hour service, and domiciliary care in extra care housing.
- 1.2 To assist with the activity detailed in 1.1 the Council engaged Stradia to provide expertise and facilitation of stakeholder engagement and co-production. Several workshops were held and a Strategic Brief produced which synthesised the key outcomes and outputs which stakeholders agreed were important.
- 1.3 Additional capacity and impartial expertise will be required to further develop the actions identified in the Strategic Brief. Discussions have taken place with Stradia to explore what support the Council may benefit from. This is summarised in Section 2.0.

2.0 Additional Support / Capacity

2.1 Stradia proposes support in the following areas:

- a) **Critical Friend**
Stradia to fulfil a ‘critical friend’ role in partnership with the Council’s Project Board to lend their experience and perspective as procurement and engagement strategies develop. A Stradia representative would attend Project Board meetings, reviewing papers ahead of the meetings and contributing experience, perspective, commercial input, a ‘contractor’s perspective and change management.
- b) **Partnering**
Stradia would facilitate a 1 day Partnering workshop with stakeholders. The objective would be to introduce partnering principles and how they could be deployed in the WMBC community care context. Stradia recommend starting with partnering as so much of Open Book Accounting is dependent on partnering principles. It will also be an easier subject to follow up on the success of the earlier workshops rather than delving straight into more technical Open Book Accounting. The aim is to further build relationships and trust before continuing on to perhaps potentially more contentious areas.

c) Open Book Accounting

To deliver Open Book Accounting awareness training for other stakeholders, they would facilitate a 1 day Open Book Accounting awareness workshop. The objective would be to introduce open book accounting principles in the WMBC community care context and identify issues that would need to be addressed in order to attract bidders and to ensure successful implementation.

Technical advice on how to make open book accounting work in the community care context covering issues such as target cost setting, incentivisation etc. Stradia propose a multi stage approach:

- I. input via the 'critical friend' role detailed above.*
- II. use the workshops described above and below to 'socialise' Open Book Accounting with stakeholders to gain insight into their thinking and inform how Open Book Accounting is implemented in the new framework.*
- III. The Council produce a paper outlining proposals which Stradia will review and provide comment.*

d) Risk Management

Stradia to facilitate a 1 day Risk Management workshop. The objective would be to introduce risk management principles in the WMBC community care context and identify issues that would need to be addressed in order to attract bidders and to ensure successful implementation.

c) Summary Workshop

Stradia to facilitate a 2 day workshop which brings together the outputs from the previous 3 workshops and report back on proposals for how these keys areas of intent are proposed to be included in the invitation to tender.

3.0 Cost

3.1 Stradia estimate costs of £12,100 excluding VAT, consisting of:

Y 3 days for Paul Gledhill's attendance at the Project Board in Jan, Feb and March 2017 @ £750/day + £200 expenses (comprising accommodation, subsistence and mileage).

Total = £2,850 exc VAT

Y 4 days for Paul Gledhill preparing remotely 4 Workshops (1 day per workshop, 2

workshops Jan, 1 in Feb, 1 in Mar) @ £750/day exc VAT (no expenses assumed). Total= £3,000 exc VAT

- Y 4 days for Paul Gledhill delivering 4 Workshops (1 day per workshop, 2 workshops Jan, 1 in Feb, 1 in Mar) @ £750/day + £200 expenses (comprising accomm', subsistence and mileage). Total = £3,800 exc VAT
- Y 2 days for either Nigel Barr or Paul Gledhill to provide technical advice on open book accounting @ £750/day exc VAT (no expenses assumed). Total = £1,500 exc VAT
- Y 1 day for Paul Gledhill attendance at next stakeholder meeting (date TBC) @ £750/day + £200 expenses (comprising accommodation, subsistence and mileage). Total = £ 950 exc VAT

4.0 Co-design and Partnership

- 4.1 Stradia have reduced their costs to take into account the potential future commercial value attached to their facilitation the development of innovative new approaches to place-based, outcome based community based support.

5.0 Recommendation

- 5.1 It is recommended that SLT approve the appointment of Stradia to add the capacity and expertise (described in 2.0) which are required to successfully implement new models of and approaches to domiciliary care.

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Stradia Open Book Accounting Workshop

07/03/2018

Attendees

Paul Gledhill	Stradia
Jayne Marshall	WMBC
Donna Locke	WMBC
Simon Fillingham	WMBC
Julie Walker	WMBC
Keith Sales	WMBC
Lisa Lawton	Allied Healthcare
Gary Nagle	Professional Carers
Matt Gotts	WMBC
Bev Peers	Community Caring
Victoria Cassidy	WMBC
Tina Taylor	Carewatch
Angela Henegan	T.L Care
Melanie Russell	T.L Care
Hazel Murphy	Premier Care
Dave Mguinn	Premier Care
Claire Doyle	WMBC

Apologies

David Hammond	WCFT
Will Ivatt	CCG
Julie Walker	WMBC
Christine Owen	WCFT
Jason Oxley	WMBC
Iain Stewart	WCFT

Actions

- Need to agree how we will take forward the Wirral OBA model.
- Will need to build in contract systems process.
- Chart of accounts to be developed – how will we do this?
- Starting point is a cost structure and a further breakdown of consumables.
- Target cost contract or target price contract?
- Where will we set the target price at?
- Is the target price a zonal cost? Or a Wirral wide cost?
- How do we define costs within the target price?
- Pain/gain share-how will it work?
- Cost reduction will need to be built in the contract.
- Cost reduction opportunity log.
- Put audit process in contract and time basis (quarterly/yearly)?
- Providers to arrange a meeting –Hazel from premier care to organise.
- Providers to feed back to L.A after their provider meeting.
- Wirral view to be sent to providers.
- List of incentives to be shared from providers, bus passes, money off etc.
- Can we share all provider's details/contacts with each other?
- Service user's forums? Add to older people's parliament- Carol Jones.

Action Plan

What? Who? When?

- What is the Wirral experience?
- Connectivity –providers/community
- Provide evidence of progression
- Fail to demand – demand to fail
- Smart objectives
- Weasley words – might, probably

Timeline

	Commissioners	Who?	Providers	Who?	
05/03/2018	1. Push and promote events & 1:1 meetings.	Donna, Julie, Jayne	1. Meet/Partnership scoping.	Hazel Murphy to arrange/ all Providers	
	2. Share key contacts in Dom care sector.	Donna, Julie	2. Continuous improvement	LA, Providers, WCFT	
	3. Wirral carers award.	Donna	3. Communications to promote sector.	LA, Providers, WCFT	
	4. 'Connect' the market, chamber of commerce.	Donna, Keith			
	5. Further promote 'Livewell' directory.	Jayne, Mal, Vicky Lynch			
	01/04/2018	6. Book in Dom care provider forum.	Claire, Jayne, Donna, Julie		
		7. Influence Mark Camborne re: community safety hub "eyes & ears"	Mark Camborne, Jayne		
01/05/2018	1. Older Peoples Parliament.	Donna, Carol Jones	1. Meet jointly to discuss partnering scope meetir	LA & Providers	
	2. Customer/service user forum.	Donna, Julie	2. Career progression training	LA, Providers, WCFT	
	3. Extend invitation to careereer pathway & feed in eg: initiatives/training	Donna, Julie, Providers	3. Surveys.	All providers	
	4. Develop community activity with Dom care providers-link to public health.	Donna, Public health, CIC	4. 17th April Risk management workshop	ALL	
01/06/2018	1. Stradia Partnering workshop 2nd/3rd May	ALL	1. Stradia Partnering workshop 2nd/3rd May	ALL	
	1. Feedback and promote the VSA workstream.	Donna, Karen, DR. Tom			
	2. Roll out trusted assessor to other providers.	Donna, Julie, Providers			

Group Session's.

Session 1:

What is the value margin component's for domiciliary care in Wirral?

Group 1	Group 2
<ul style="list-style-type: none"> • Credibility and existing relationships/reliability • Unique offer/experience • How to measure (capture evidence) • Staff value/listen/loyalty • Training-continuous improvement, joint initiatives • Surveys, 1:1 and appraisals. • Corporate business strategies • Aspirations? • Influence local market • Local knowledge/demographical experience • Emotional attachment and investment in region • Ethical charter • Informal alliance and rapport with all providers • Wirral £ 	<ul style="list-style-type: none"> • Excellent partnering relationships • Social value • “trusted assessor” – evidence to innovation • Community connectivity • Strong links connected to Wirral dom care supply chain • Links to the 3rd and voluntary sector • Link to local GP'S/partnership working/relationships • Employ/training local people-career pathway • Based on Wirral, geographical culture • Community safety –eyes and ears in the community • Local engagement • Safety for staff and clients • Employer initiatives • Taster sessions • Staff awards • Fully trained, consistent workforce • “variable” contracts • Promoting independence/person centred • Families know local people.

Session 2:
Providers

1. Do we have the right breakdown of cost components?
2. Do we need more?
3. We need an exact definition for each component decided on
4. We need a list of disallowed costs

Cost of Carer	Overheads	Disallowed Costs
<ul style="list-style-type: none"> • Hourly rate-£8.50 • NI – 8% • Holiday pay- £12.07 • Pension -3% • Sickness – 2% • Notice/suspension pay • Travel time – 10% - 14% • Mileage – 20p – 23p • Training 0.5% • Bank holidays-1.5% • Waiting time- 3% • Top ups <p>Labour – hourly rate</p> <p>Plant-car, insurance, fuel</p> <p>Materials – consumables, uniforms etc.</p>	<ul style="list-style-type: none"> • Recruitment • Retention • Development • Comms/advertising • ICT • Software • ECM/monitoring • Contracted salaries • CQC • UKHCA • Registration • Utilities • Local office • Vehicles/insurance • GDPR • Health and safety • Alarms • Uniforms/gloves/aprons • Stationary costs • Management structure • NFC tags/fobs 	<ul style="list-style-type: none"> • Providers suspension • Utilisation costs • System failure • Bespoke training • Pool car (purchase, maintenance and insurance) • Agency staff cost • System development • Pay cost (difference) • MAR sheet • Enhanced rates/costs • ECM/ phone charges

Commissioners

1. How do you define the Commissioners overall budget for domiciliary care?
2. What are your defined cost components?
3. What is your list of disallowed costs?

Wirral Council	WCFT	CWP	CCG	Other Commissions
ISCH <ul style="list-style-type: none"> • Jayne • Donna • Julie • Claire • Helen • QA Team • Systems • Business intelligence • Complaints and professional standards • Safeguarding • Amanda 	<ul style="list-style-type: none"> • % of annual contract <ul style="list-style-type: none"> - Social workers - STAR - CAT Team - OT - CADT - IDT - RCR • Staff costs • Digital costs • Overheads. 	???	<ul style="list-style-type: none"> • Iain Stewart • Digital (ADAM) • Overheads 	<ul style="list-style-type: none"> • WIS • EIP/CIC • Advocacy hub • Assistive Technology
			CSU	
			<ul style="list-style-type: none"> • Sam Olubodan • Assessor's? • Nurses? 	
Resources				
<ul style="list-style-type: none"> • Accountancy • HR/OD • Payroll • Legal • Procurement • Digital • PFU 				
Delivery				
<ul style="list-style-type: none"> • Direct payments • EDT 				

Session 3

Having defined cost components earlier now list likely components to be included in both local overhead and corporate overhead for both Providers and Commissioners.

Providers

Corporate Overheads	Local Overheads
<ul style="list-style-type: none"> • Director • Shareholders • HR • Finance • I.T Software • Payroll • Invoicing • Vehicles • Banking • Leasing (equipment and premises) • Utilities • Registration • Legal • Insurances • HMRC • Corporation tax • Consultancy fees • Health and safety • Depreciation • VAT/Tax • Furniture • Interest (bank) • Debtors • Bid writers • Start-up cost 	<ul style="list-style-type: none"> • Carers • Enablers • Care coordinators • Administration • Recruitment • Managers • Senior/supervisors • Bus development • Agency staff • Consumables • Pension cost • Levy • Accounts • CQC • Reward scheme

Commissioners

Corporate Overheads	Local Overheads
<ul style="list-style-type: none"> • Corporate assets • Democratic services • Payroll • Legal • Accountancy • Digital • Secretarial • Training department • Procurement • SLT • Systems • Business intelligence • Utilities. 	<ul style="list-style-type: none"> • I.T Equipment • Training courses

Wirral Metropolitan Borough Council Community Based Care Services Framework Contract

**Partnering Workshop
26th February 2018**

Domestic Arrangements

- **Fire Alarm**
- **Fire Exits**
- **Toilets**
- **Breaks**
 - 10:30 – 10:45 Coffee break
 - 12:30 – 13:15 Lunch
 - 14:45 – 15:00 Coffee Break
- **Finish Time** – target 16:30, 17:00 cut-off
- **Mutual Respect**

Partnering Workshop

26th February 2018

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Our Objectives

- **Workshop Context**
- **Do we want to move forward on the basis of a partnering philosophy**
- **If we do why?**
- **Identify conditionality**
- **Map a contract delivery structure**
- **Map a governance structure**
- **Explore issues around the form of contract to be used**
- **ITT Assessment criteria**
- **Anything else?**

Workshop Context

Wirral's Strategic Intent

To develop a procurement strategy, in consultation with key stakeholders, based on a contractual, commercial and delivery model that is fit for the future and meets the needs of the people of the Wirral for the long term.

Stradia's Involvement

Role

- To facilitate
- To lend experience
- To assist
- Not to decide

Outputs

- Stakeholder interviews, September 2017
- Stakeholder Workshop, 18th & 19th October 2018
- Phase 1 Close Out Report & Action Plan

Future Commitments

- Partnering Workshop, 26th February 2018
- Open Book Accounting Workshop, 7th March 2018
- Risk Management Workshop, 17th April 2018
- Technical Support, ongoing

Wirral Domiciliary Care Strategic Objectives

- 1. Deliver a whole health system approach**
- 2. To improve the health, wellbeing and independence of the people of the Wirral**
- 3. To increase market capacity via a system wide programme to attract, retain and develop care workers in the Wirral**
 - 1. Caring as a profession**
 - 2. Job fulfilment**
 - 3. Empowering the care worker**
 - 4. Rewarding/incentivising**
 - 5. Developing / upskilling**
- 4. Working together in a motivating environment to deliver continuous improvement**

Wirral Domiciliary Care Strategic Objectives

- 5. Managing stakeholder relationships through collaboration and effective communication**
- 6. Sustainability – adaptability to changing circumstances/need of all stakeholders, financially affordable, delivers progressive improvement in outcomes for all stakeholders**
 - measurable outcomes?
 - foreseeability (forward look) – how far?
 - speed and extent of change?
- 7. Social Value – Create social value for the people of Wirral by impacting positively on the local economy, environment and communities.**
 - Community based services
 - Third Sector offer
 - Health & wellbeing improvements
 - Outcome based/social prescribing
 - Intelligent kindness

Phase 1 Action Plan

	Action	Who	When
5.1	What will be the minimum CQC rating acceptable for prospective bidders? What will happen if a Provider falls below this standard during the life of the contract?		
5.2	A culture change programme needs designing and implementing.		
5.3	Open book accounting training needs sourcing for representatives of other stakeholder organisations beyond the Council		
5.4	Form of contract to be used needs determining.		
5.5	A decision is needed on whether incentivization will be incorporated into the contract and if so a model developing and then socializing with Council Executives and Councilors'		
5.6	Consideration needs to be given to resource availability to undertake all of the work required pre-bid and during tender evaluation.		
5.7	Tender evaluation criteria need developing to match Council's strategic intent and local market conditions		
5.8	Terms of reference for Trusted Assessor and Outcome Based Commissioning need developing in line with Council's strategic intent		
5.9	A decision needs to be made as to whether the open book principle will apply to themselves as well as their supply chain partners. If it is to then the Council will need to work out their costs associated with community care provision		
5.10	A decision as to whether the ITT will call for Providers to move toward a set of standard systems and process over the life of the contract in order to improve service quality and deliver efficiencies		
5.11	If the new contract is to be developed under a 'whole system' approach then strategic alignment will have to be sought with STP and Accountable Care Strategies.		

	Action	Who	When
5.12	Once the operational and commercial models have been agreed a review of end to end business processes should be undertaken to ensure alignment with the new contractual model.		
5.13	Review market position statement in line with the institute of public care market shaping tool kit.		
5.14	Confirm if extra care and Third sector in scope.		
5.15	Develop an agreed local career pathway with community care providers and NHS trusts.		
5.16	Confirm procurement strategy.		
5.17	Facilitate partnering arrangements.		
5.19	Governance arrangements / establish project team.		
5.20	Research dynamic purchasing system/ brokerage decision.		
5.21	Capitated budget and payment mechanism model.		
5.22	Develop a suite of KPI'S and outcomes.		
5.23	Risk and gain share agreement.		
5.24	Review value chain with domiciliary care stakeholders.		
5.25	Establish a risk register.		
5.26	Confirm regulatory obligations.		
5.27	Confirm zones. Zone 1 CH 41, 42, 43 Zone 2 CH 44, 45, 46 Zone 3 CH 60, 62, 63 Zone 4 CH 47,48,49,61		
5.28	Open book 'auditing' development.		
5.29	Trusted assessor.		
5.30	Business process mapping.		
5.31	Specification and contract.		
5.32	Quality framework.		

Pilot updates

Donna Locke

Commissioning Lead

Feb 2018

Trusted Assessor Pilot

- 3 month pilot Feb 2018 - April 2018
 - Wirral Council
 - Wirral NHS Community Foundation Trust
 - Professional Carers & Premier Care
- Trusted assessment to make adjustments to packages of care via review
- Business Process - Liquidlogic
- Memorandum of understanding

The aims of the pilot are to:

- Improve the customer journey within domiciliary care
- Improve the flow and capacity of domiciliary care
- Reduce the current transactional requirement and facilitate an efficient business process
- Create capacity within the domiciliary care sector.
- Develop and Improve relationships within the market to support moves towards placed based commissioning

Buurtzorg

- Neighbourhood care
- Pilot for nurse led Domiciliary care in the home.
- Self-managing team.
- Area for pilot identified as Wallasey CH44/45.
- WCFT to go live April.
- Professional carer's and Premier care are providers involved and will wrap around this model

Enhanced Dom Care

- Routes healthcare-nurse led service.
- Large complex packages /hospital discharges/challenging behaviours.
- Pilot to start beginning of April.

Value Stream Analysis

- 'Deep Dive' Value Stream Analysis (VSA) to explore, understand and inform the transformation of how we care for Frail & Elderly/Housebound patients on the Wirral
- The aim is to create a shared vision with clear outcomes identified that can be achieved through integration across stakeholders supported by innovation, technology and new ways of working.

Value Stream Analysis

- Information gathering exercise with health professionals (survey, telephone interviews, meetings)
- Information gathering exercise with domiciliary care providers (survey, telephone interviews, meetings)
- 9 public events planned with the National Development Team for Inclusion to gathering information and support place based care
- Focused dialogue with faith leaders
- 3rd Sector focus group
- Sharing communications with GP practices about domiciliary care providers and encouraging relationship building
- Raising profile of home care and developing opportunities around infrastructure and workforce

The Workshop Environment We Need To Succeed

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Openness

Safety

Confidence

Mutual
Respect

Leadership

Collaboration

Value Based

The OK Corral

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I'm not OK, You're OK	I'm OK, You're OK
I'm not OK, You're not OK	I'm OK, You're not OK

Group Exercise 1

Garden Cane

Objective

Lower the cane to ankle level in the quickest time possible

Rules

The cane must rest on top of one finger from each hand of each team member

Those fingers must remain in contact with the cane at all times

Each attempt must start from eye level

5 Minute Practice then competition between groups

Group Exercise 2

What happens if we maintain the status quo?

'if we keep on doing what we have always done and behave the way we always have....'

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- **Four Groups**
 - **Providers**
 - **Council**
 - **Trusts/CCG**
 - **3rd Sector**

- **Document on your flipcharts likely outcomes if we continue to do as we have always done**
 - **Unallocated care packages, providers withdrawing, etc, etc**

Partnering Principles

Principle ~ 'fundamental truth or proposition serving as the foundation for belief or action'

#1 – Partnering, textbook definitions

The interfacing of different organisations e.g., social services departments, the NHS, and the voluntary sector to achieve a common aim. The goal is one of independent and equal partners collaborating within a common framework.

Segen's Medical Dictionary

Partnering is a management approach used by two or more organisations to achieve specific business objectives by maximising the effectiveness of each participant's resources. The approach is based on mutual objectives, an agreed method of problem resolution and an active search for continuous measurable improvements.

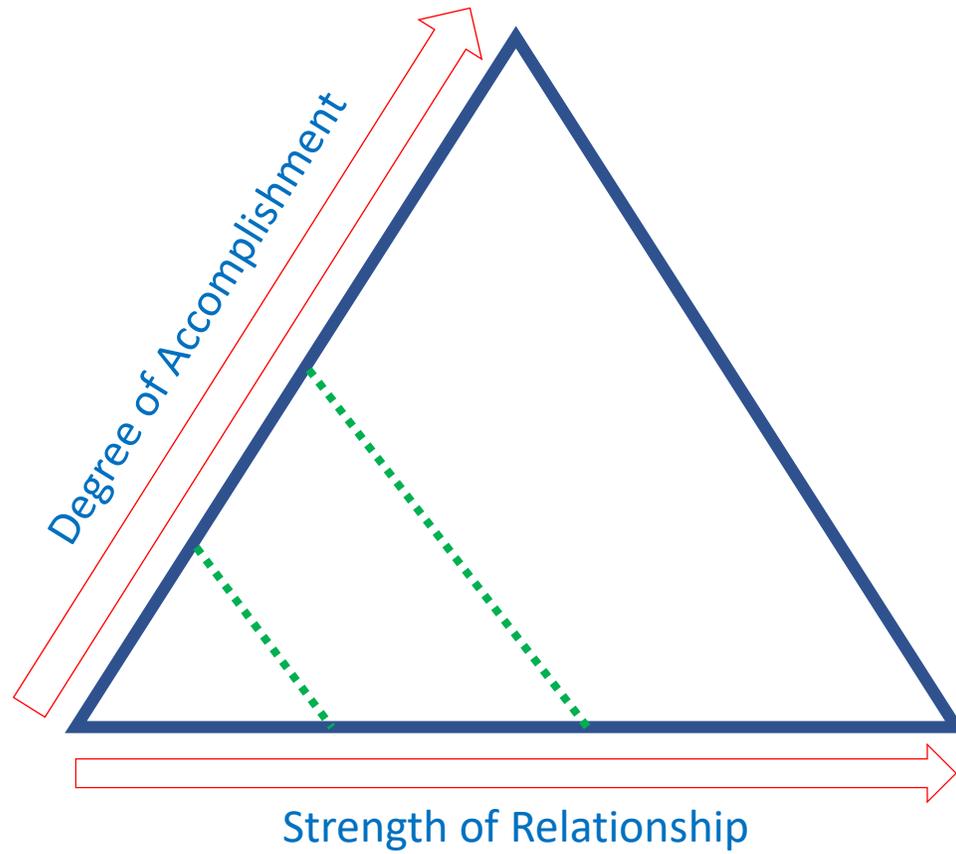
*Trusting the Team – Best Practice Guide to Partnering in Construction.
Centre for Strategic Studies in Construction*

#2 - Partnering & Partnership

Partnering	Partnership
<ul style="list-style-type: none">➤ A 'philosophy'➤ A way of working together➤ A culture	<ul style="list-style-type: none">➤ A legal entity➤ A contractual arrangement➤ Contract terms
<ul style="list-style-type: none">➤ About relationships➤ About why➤ About outcomes	<ul style="list-style-type: none">➤ About a contract➤ About what and how➤ About outputs
<ul style="list-style-type: none">➤ Collaboration➤ Continuous improvement	<ul style="list-style-type: none">➤ Conditional collaboration➤ Contractual obligations
<ul style="list-style-type: none">➤ May start or evolve into a partnership	<ul style="list-style-type: none">➤ May or may not evolve a partnering culture

#3 – Partnering, its about people and relationships

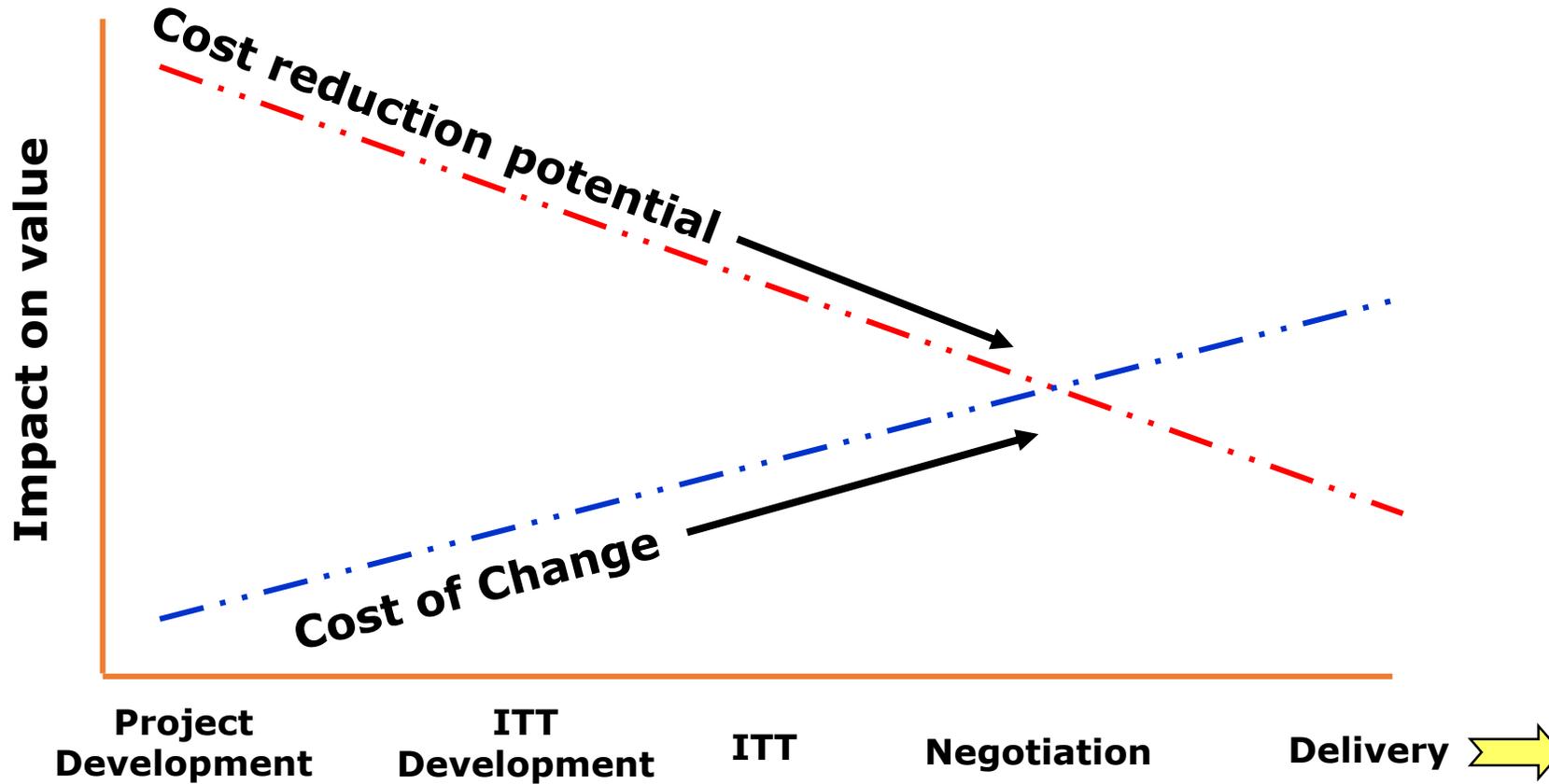
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The foundation of all accomplishment is relationship. Expand the relationship and the opportunity for accomplishment expands proportionately

#4 – Early Involvement

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#5 – Altruism & Partnering

Altruism ~ a selfless concern for the wellbeing of others

Are we all altruists?

#5 – Altruism & Partnering

Altruism ~ a selfless concern for the wellbeing of others

Are we all altruists?

Reality ~ we are all conditional altruists

#5 – Altruism & Partnering

Altruism ~ a selfless concern for the wellbeing of others

Are we all altruists?

Reality ~ we are all conditional altruists

We each need to believe that acting together will achieve more than acting alone

#6 – Knowing why promotes Believing, Inspiring

Domiciliary Care

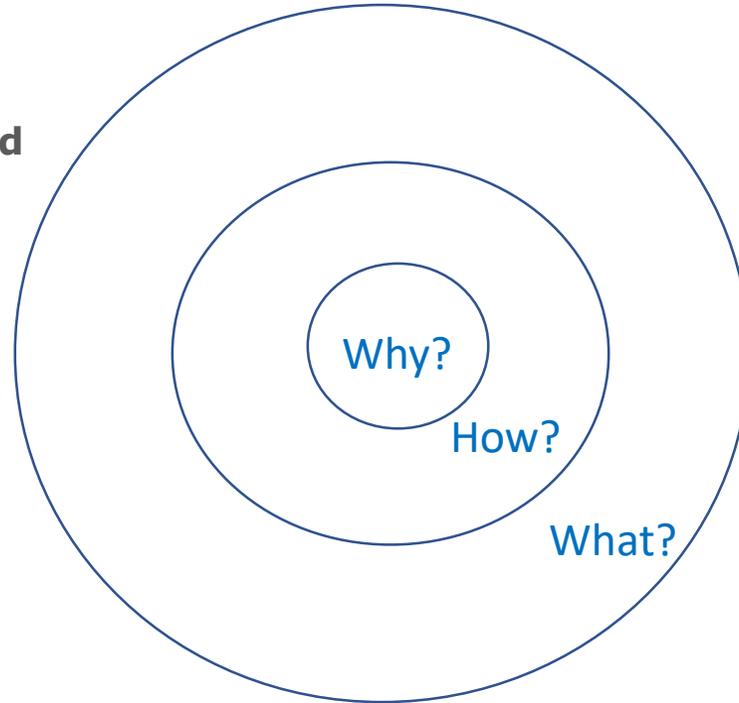
➤ What

Provision of community based care to service users

➤ How

Service delivered via front line carers managed by Service Providers contracted by commissioners via a framework agreement

➤ Why?



'The Golden Circle' – Simon Sinek

Partnering

➤ What

An operating culture founded on mutual respect, trust, belief, openness, honesty and integrity

➤ How

Developing operating and commercial models based on delivering against mutually agreed objectives underpinned by a partnering based governance system

➤ Why?

People do business with people they believe in, not necessarily those who have what they need

Do we want to move forward on the basis of a partnering philosophy?

What conditionality do we need to see in place?

Group Exercise 3

The Red & Blue Game

Player No.	The Players		Observers / Reserves
	Commissioners	Providers	
1	Victoria Cassidy	Lisa Lawton	Hazel Murphy
2	Matt Gotts	Tina Taylor	Carley Peckham
3	Donna Locke	Gary Nagle	Louise Murphy
4	Kieth Sailes	Cheryl White	Suzanne Janvier
5	Norma Currie	Sharon Edwards	Hannah White
6	Simon Fillingham	Stephen Jaques	Shaun Brown
7	Sarah Quinn	Jay Lomax	
8	Sarah Alldis	Lorraine Williams	
9	Jayne Marshall	Bev Peers	
10	Jaqui Evans	David McGuinn	

The Red & Blue Game

The Rules

- There are two teams, 'WMBC' and 'The Providers' who will play ten rounds of competition
- In each round the nominated team member (in order of squad number) will come forward and vote either red or blue **Not revealing their vote until asked to do so**
- The scoring is as follows;-

Vote Cast		Score Achieved	
WMBC	The Providers	WMBC	The Providers
Red	Red	+3	+3
Red	Blue	-6	+6
Blue	Red	+6	-6
Blue	Blue	-3	-3

- When asked to vote do so by pulling the red or blue card out of your envelope

The Red & Blue Game

Number 1 Rule **YOU MUST WIN**

Two negative scores, both sides lose

A draw, both sides lose

The Red & Blue Game Score Card

Vote Cast		Score Achieved	
WMBC	Prov's	WMBC	Prov's
Red	Red	+3	+3
Red	Blue	-6	+6
Blue	Red	+6	-6
Blue	Blue	-3	-3

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Round	Vote Cast		Score Achieved		Cumulative Score	
	WMBC	The Providers	WMBC	The Providers	WMBC	The Providers
1	red	red	+3	+3	+3	+3
2	blue	blue	-3	-3	0	0
3	red	red	+3	+3	3	3
4	red	blue	-6	+6	-3	9
5	red	blue	-6	+6	-9	15
6	red	blue	-6	+6	-15	21
7	blue	blue	-3	-3	-18	18
8	blue	blue	-3	-3	-21	15
9	blue	red	+12	-12	-9	3
10	red	red	+6	+6	-3	9

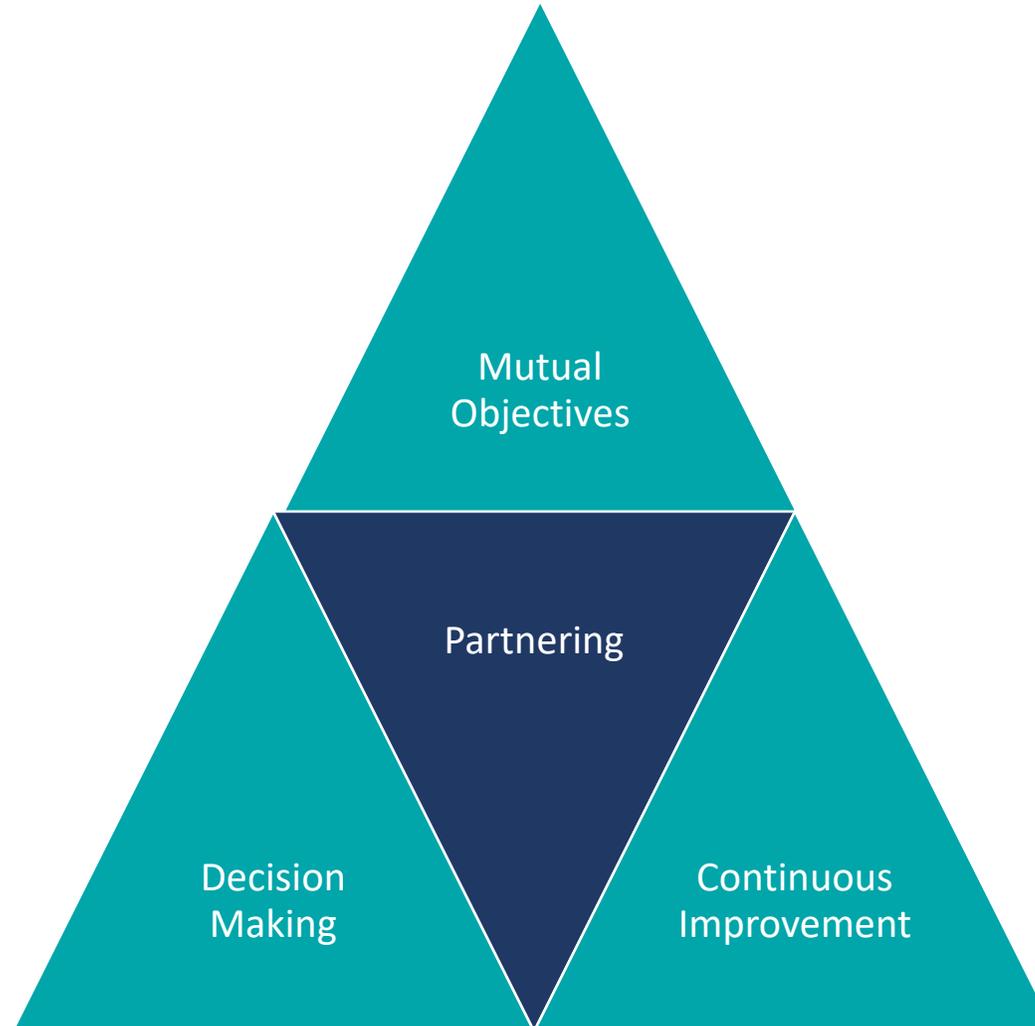
Group Exercise 3

Lessons Learned

- **Define what win looks like**
- **Analyse and develop shared understanding of the rules**
- **Have a strategy**
- **Don't be confined, push boundaries**
- **Think outside of the box**
- **Talk to each other, collaborate**
- **Don't panic**
- **Compromise, think of the big picture**
- **Adapt to changing circumstance, analyse data available to you, be agile**

Partnering – The basics

Partnering – The basics



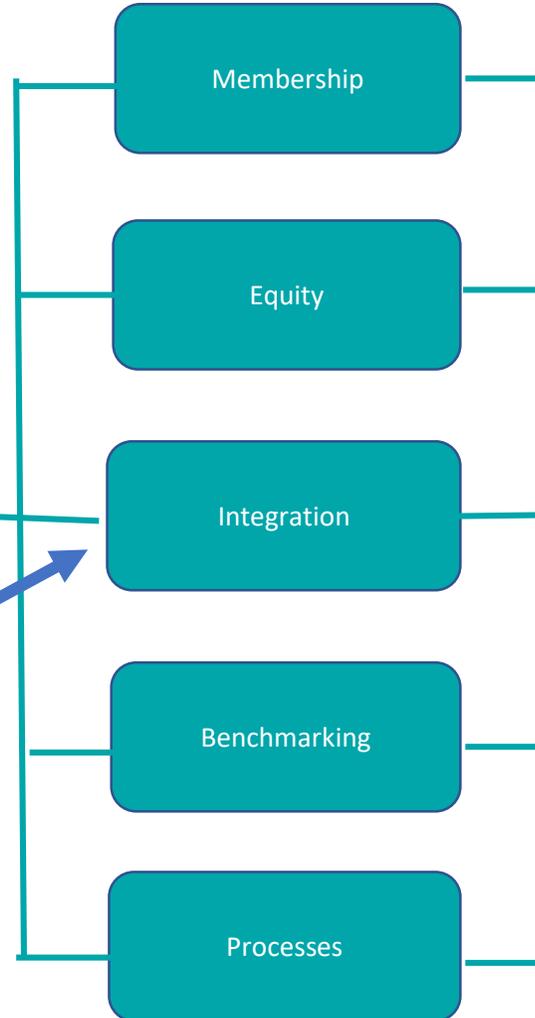
Seven Pillars of Partnering

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Developing the clients strategy based on the knowledge and experience of all partners



Focus on improving the way partners cooperate, collaborate and trust each other



Ensuring key stakeholders are involved as partners

Risk & Reward



Capturing and learning from performance outcomes

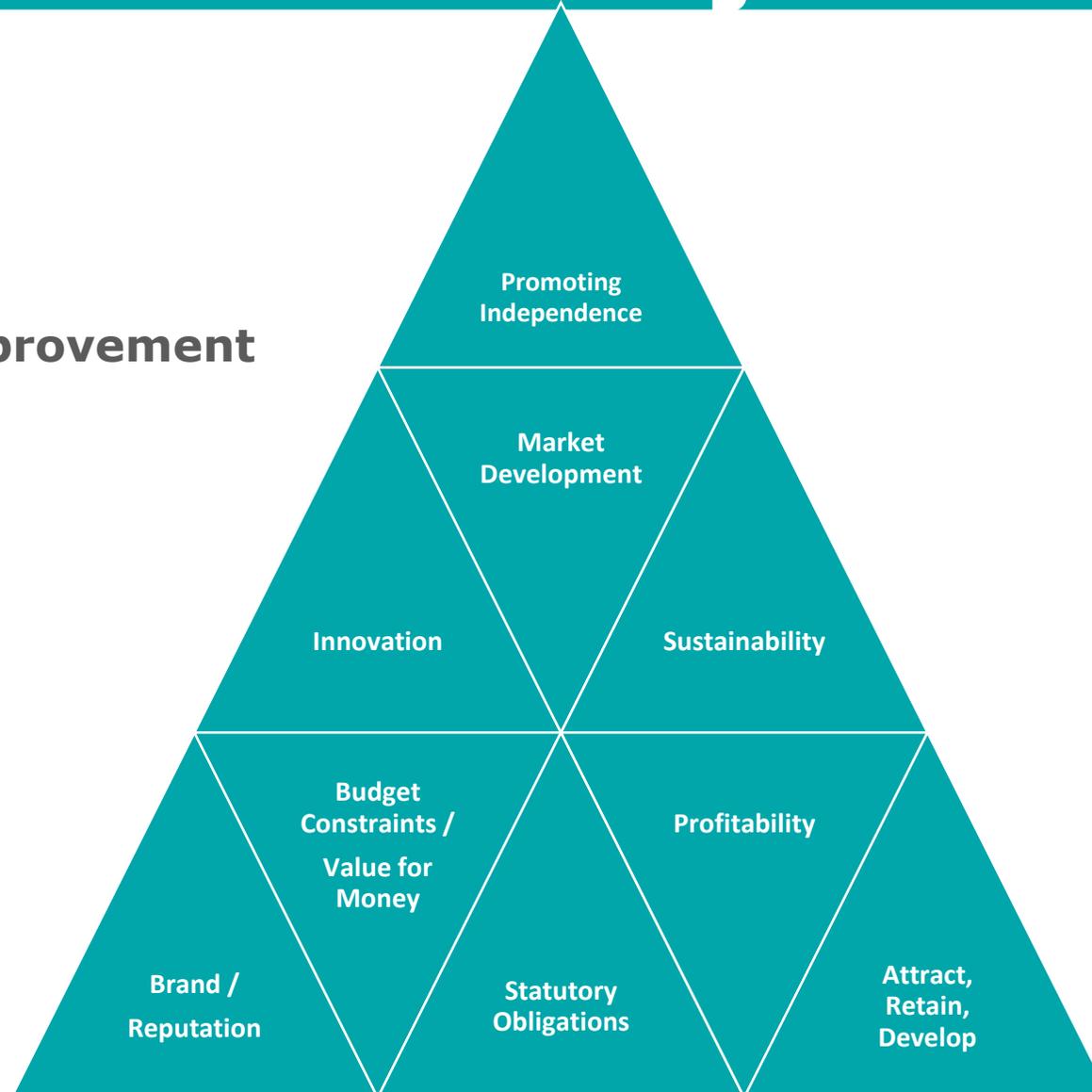
Setting SMART objectives / KPI's benchmarked against industry norms / leaders

Establishing standard processes across all partners inspired by best practice

Wirral Domiciliary Care Partnership

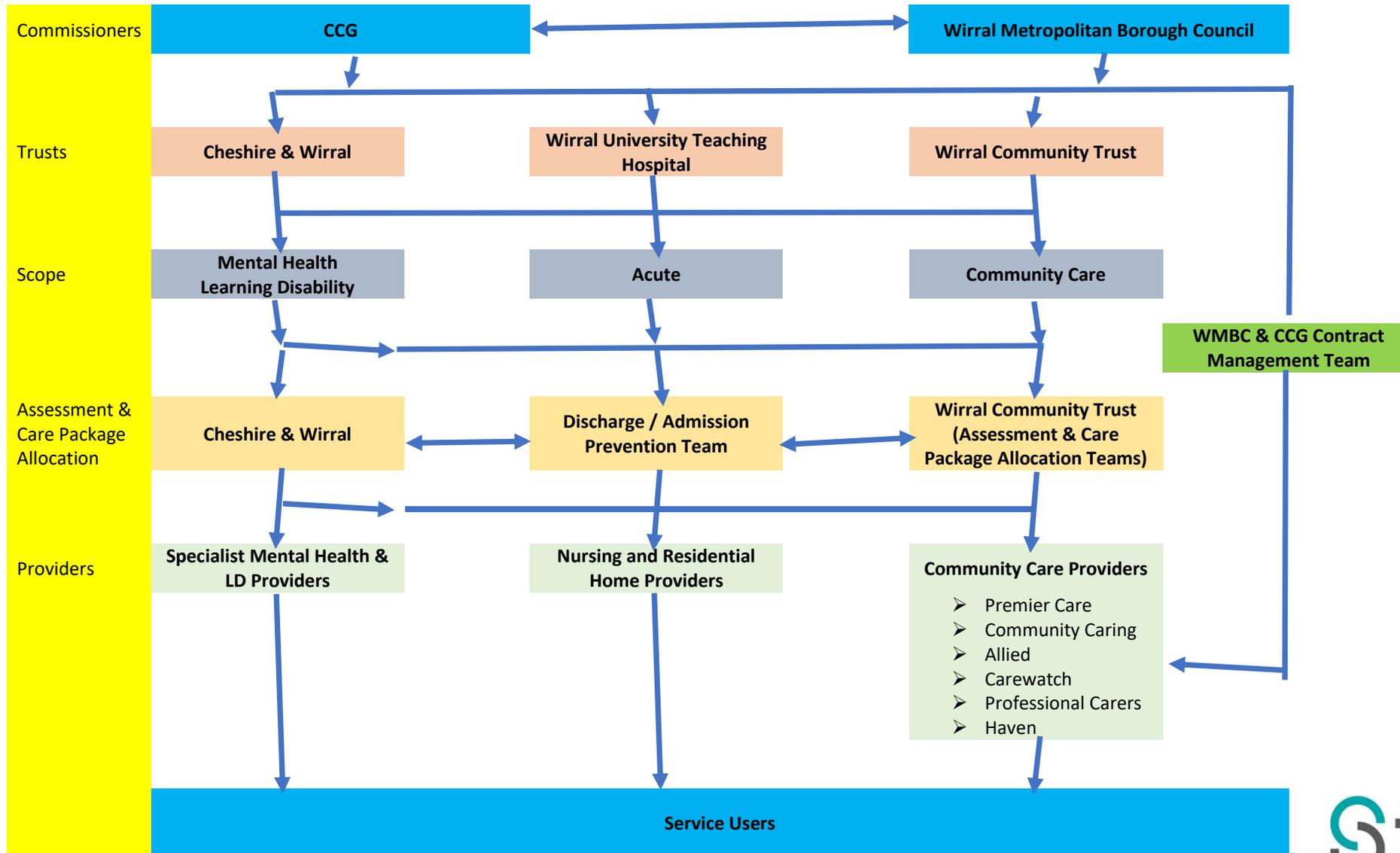
Possible Mutual Objectives

- Promoting independence
- Market Development
- Sustainability
- Innovation / continuous improvement
- Budget constraints
- Value for money
- Profitability
- Attract retain develop
- Statutory obligations
- Brand / reputation



Contract Delivery Structure

Existing High Level Delivery Model



Delivery Model Considerations

- **Scope to be included?**
- **Volume business (more volume in theory more cost effective)?**
- **Understanding break even / investment points versus volume input**
- **Can there be one client body in terms of management, many in terms of operational interface?**
- **Market entry thresholds**
- **Impact on market development / sustainability**

Deliver Model Client Side Considerations

Cheshire and Wirral
Trust

Wirral University
Teaching Hospital Trust

Wirral Community
Trust

CCG

WMBC

Is there a single body that can represent all client stakeholders involved in domiciliary care provision?
If not, is there a need for one?

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Commissioners

Contract Management

Supply Chain

OR

Commissioners

Contract Management

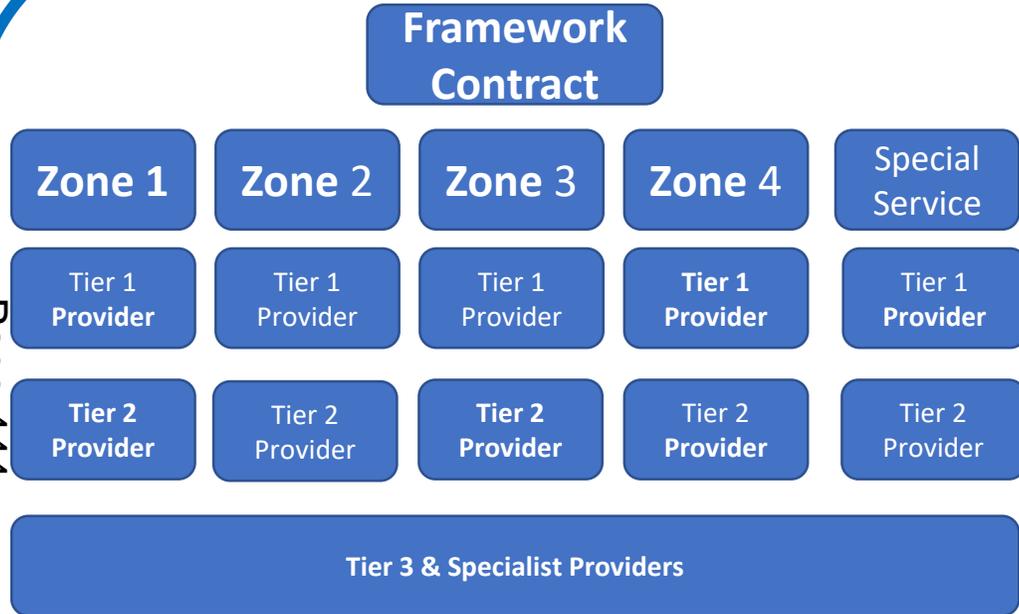
Supply Chain

Roles, responsibilities, accountabilities of
Commissioning and Contract Management Functions

Stradia

Delivery Model Supply Chain Side Considerations

Existing Supply Chain Delivery Model



- **Are 4 zones economically viable?**
- **Is scope economically viable/optimal**
- **Market development / sustainability impact of tiered structure**
- **Buying power / overhead efficiency**

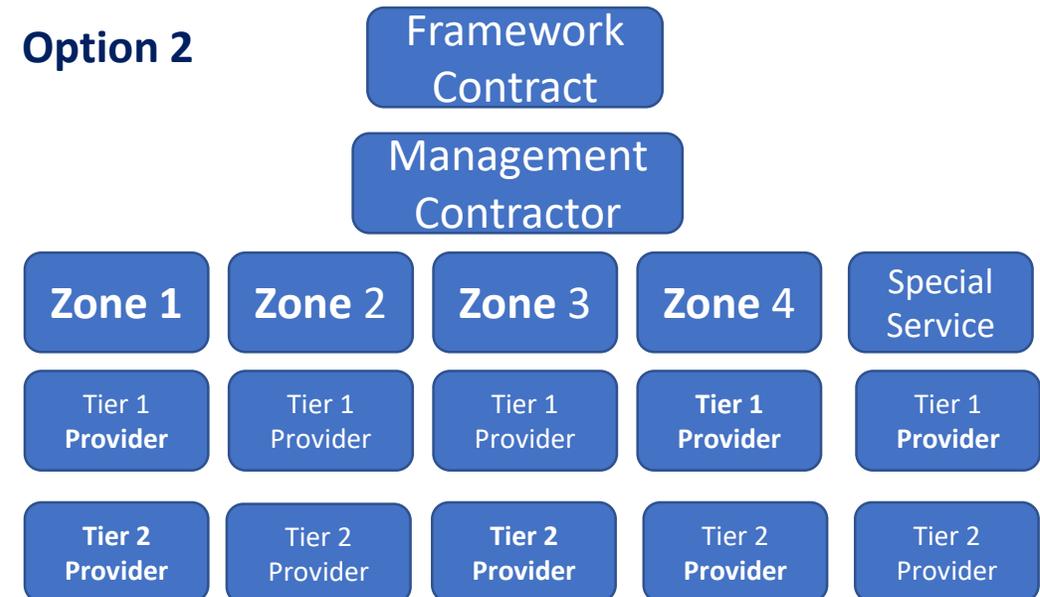
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Management Contractor Delivery Model

Option 1

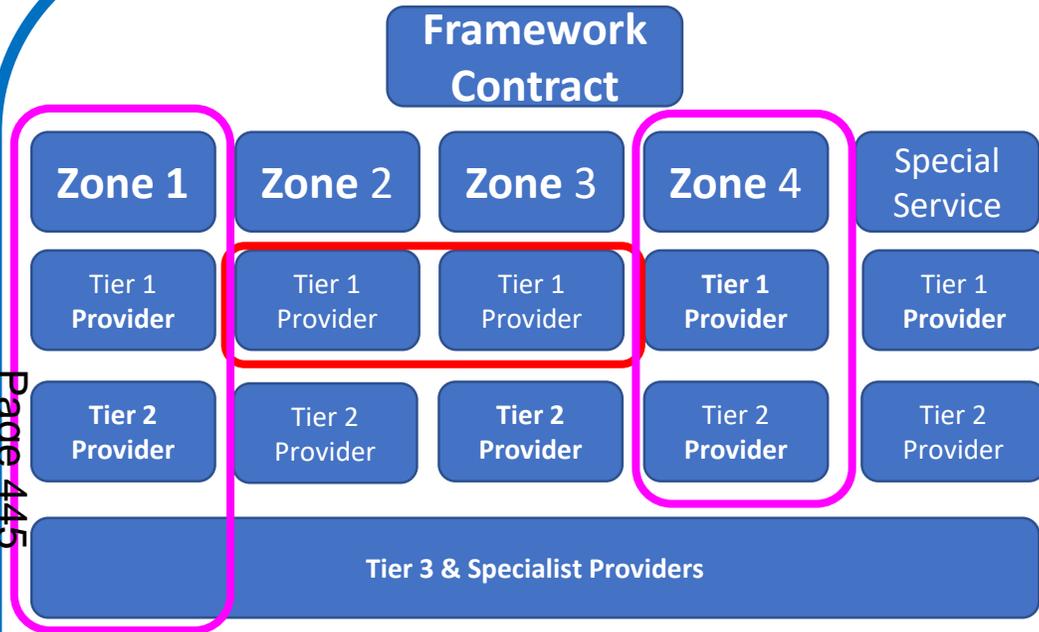


Option 2



Delivery Model Supply Chain Side Considerations

Joint Venture Delivery Model



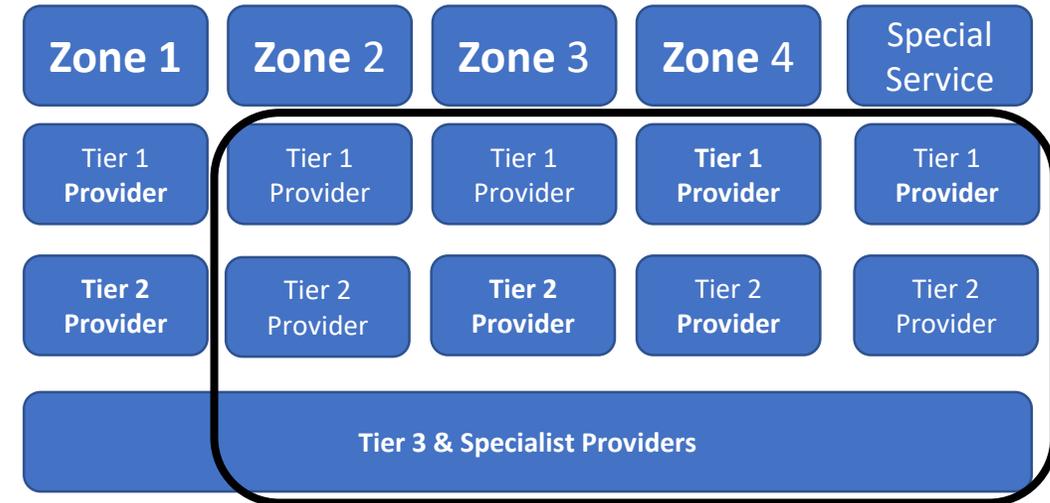
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Horizontal integration JV

Vertical Integration JV

Horizontal & Vertical JV

Framework Contract



- **Market development / sustainability**
- **Economies of scale**
- **Optimised skills utilisation**
- **Market entry thresholds / social value**
- **Joint & several**

Delivery Model Supply Chain Side Considerations

Alliance Delivery Model

Framework
Contract

Partners = WMBC, CCG, WCT, Provider Partners

Each partner has a shareholding in the Alliance

Delivery structure built on best person for the job basis

Delivery Structure self manages

Zone 1

Zone 2

Zone 3

Zone 4

- **Alliance manages budget**
- **Suited to incentivisation**
- **Drives innovation**
- **Is the market mature enough as yet?**

Governance Structure

Possible Partnering Based Governance Structure



One Client Body to represent all clients



Commissioners / Contract Management?



Board

- Governed by TOR
- Delivery against strategic objectives
- Partner Org' Commitment
- Strategy / Direction
- Resource Allocation



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PMT

- Governed by TOR
- Partnership wide performance management and reporting
- Optimising resource utilisation
- Economies of scale
- Promoting best practice
- 'Do It Once' initiatives

Form of Contract

Form of Contract Considerations

**We are not looking to write a contract today.
We are looking for ideas, conditions, themes
we would like to see considered and ideally
incorporated in the final form of contract**

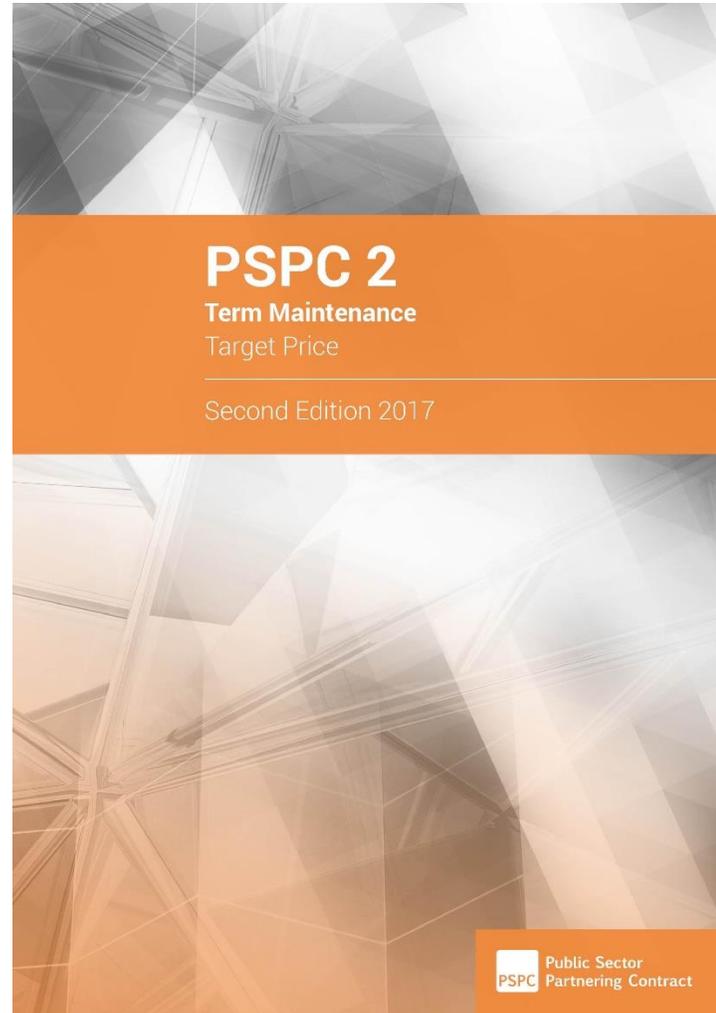
Form of Contract Considerations

Standard form or bespoke?



NHS Standard Contract 2017/18 and 2018/19 Particulars (Full Length)

Contract title/ref:



Form of Contract Considerations

- **Not looking to write a contract today. We are looking for ideas, conditions, themes we would like to see considered and ideally incorporated in the final form of contract**
- **Standard form or bespoke**
- **Standard components of a contract**
 - **Start date and duration (what about transition arrangements?)**
 - **Scope**
 - **Specification**
 - **Quality Requirements**
 - **Governance structure**
 - **Contract Management and Reporting Requirements**
 - **Payment (rate or open book, time & task or incentivised)**
- **Framework / DSP**
- **Guaranteed hours in part?**
- **Contract duration**
- **Termination clauses**
- **KPI's**

ITT Assessment Criteria

ITT Assessment Criteria Considerations

- **Assessing to become a Provider Partner or assessing to become a JV partner**
- **CQC Rating**
- **Social Value**
- **Capacity**
- **Carer T&C's**
- **Attract, retain, develop track record**
- **Business Plan**
- **Culture**
- **Business systems and process (including QMS)**

Partnering Workshop

26th February 2018

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Our Objectives

- **Workshop Context**
- **Do we want to move forward on the basis of a partnering philosophy**
- **If we do why?**
- **Identify conditionality**
- **Map a contract delivery structure**
- **Map a governance structure**
- **Explore issues around the form of contract to be used**
- **ITT Assessment criteria**
- **Anything else?**

**Thank you for your input
Safe journey home**

**See you at the Open Book Accounting
Workshop
7th March 2018**

Stradia Risk Management Workshop
17/04/2018

Attendees

Paul Gledhill	Stradia
Jayne Marshall	WMBC
Donna Locke	WMBC
Iain Stewart	CCG
Simon Fillingham	WMBC
Julie Walker	WMBC
Keith Sales	WMBC
Sarah Alldis	WCFT
Kerry Hogan	CCG
Lisa Lawton	Allied Healthcare
Gary Nagle	Professional Carers
Bev Peers	Community Caring
Tina Taylor	Carewatch
Angela Henegan	Allied HealthCare
Hazel Murphy	Premier Care
Claire Doyle	WMBC

Apologies

David Hammond	WCFT
Will Ivatt	CCG
Sharon Edwards	Haven
Dave Mcguinn	Premier
Christine Owen	WCFT
Jason Oxley	WMBC

Actions

- Providers to share workforce plans.
- Providers to send over coding structure.
- OBA training 24th&25th May.
- Decide what risk score we will work to and what.
- Commissioners to explain criteria for 'high end care'.
- Commissioners to discuss brokerage service and cost saving with WCFT.
- Legally check minimum number needed in an entity.
- Legal red lines and rational from Council by 27th April.
- Providers to map out a timeframe by end May.
- Council to discuss payment mechanisms.
- Council to look into contract length-negotiations without tendering.
- Council to also map out some timescales.

- Providers to arrange meeting with chamber of commerce.
- Next Stradia date 1st May.
- Iain and Jayne to check comity in common for integrated commissioning hub structure.
- How can QIP/ Quality assurance and Healthwatch link in?
- Jointly agree monitoring compliance.
- Providers to feedback 'good news' stories.
- Finance to inform providers of the frequency of OBA and who will be monitoring.
- OBA training will need a senior finance representative from each provider.
- Finance and commissioners to discuss how OBA model will work for them.
- Donna and Keith to work with legal regarding procurement.

Risk Register.

1. Acute hospital/unsafe discharge.
2. External organisation impact on Dom care.
3. Co-Ord of transformation across whole system.
4. Demand.
5. Staff retention/recruitment.
6. Financial sustainability.
7. Direct payments.
8. Governance/leadership.
9. Publicity and reputation.
10. OBA.
11. Technology.
12. Length of contract.
13. Mobilisation/change to supply chain.
14. Legislative.
15. Business process-brokerage.
16. Culture.

Provider's Questions.

1. If we can agree around the table to go with this consortium will it stop WBC going to formal tender?
Preferred option is a negotiated solution. If WBC have to go out to tender they would like a single response.
2. What are the commissioner's drivers?
Capacity and flow, admission prevention, market and financial sustainability.
3. Commitment to marketing? Role of carers?
Committed. Possible cash influx.
4. Commitment to quality improvement?
QIP focus mainly on res/nurs and currently only work with failing providers. CQC is governing body. Jointly agree monitoring compliance.
5. Do we have to be joint or separate? (responsibility, accountability, contingency)
All responsible.
6. Legalities-penalties?
All responsible.
7. What do you need in place to stop WBC going to formal tender?
Will need to discuss with procurement/legal.
8. What commitment will you give to providers re: recruitment?
Help attract-retain, career pathway, top to bottom approach.
9. Will this prompt a consultation of the fee rate?
This year fee proposal has already been through cabinet.
Hopefully can look at next years.

10. What are the expectations? Timeframes?

If going to tender will start negotiations Sept 2018.

Commissioner's Questions.

1. Where is the high end? What is the plan?

Other partners-health-Aspire. What constitutes as high end?

2. How are we going to broker packages?

Self-brokerage.

3. How are you going to work collaboratively to reduce costs?

Discussed joint training, uniforms etc.

4. 'Single entity' how do you think it will work?

Still need to discuss.

5. Target operating model?

Still need to discuss.

6. How will you increase capacity?

Shared packages. Trusted assessor.

7. Risk and gain share?

No savings to be made. Would trade gain share for rate increase.

8. Technology?

Agree innovation is the way forward.

9. Timescales?

Providers need at least 2 more meetings. Commissioners happy to wait for correct model.

10. Self-funders?

Happy to take and broker.

11. Payment mechanism?

Get rid of 'ADAM'.

12. Contract length?

No less than 5 years.

13. What if one or more providers pull out?

'TUPE'. Add new partners? Depends what is written in the contract.

14. Quality?

All operating to the same standards.

15. Mobile nights/reablement/enhanced?

Partnership will need to decide who does what.

16. Zones?

2 zones.

OBA Questions/statements

Providers;

1. Is OBA mandatory?

Think it probably will be.

2. What is the frequency? By who? When from?

Not sure yet, quarterly maybe?

3. How will WBC include OBA?

Will need to discuss further with finance.

Commissioners;

Understand – it's about understanding costs, informing the rate.

Red Lines – explanation of the costs from day 1 over lifetime of the contract.

Staff rates – minimum of re-invest, pay, attract, retain and develop marketing and training.

Incentivisation – re-investment.

Statutory duty – shape and support the market.

Affordable – to WBC, CCG and providers.

May 1st Workshop-discussion points.

- Cost Share.
- OBA.
- Providers to discuss target operating model.
- Risk Register.
- Issue Log.
- Lessons learned from previous tender.
- Governance.

TIMETABLE FOR OJEU TENDER – OPEN PROCEDURE

Contract Title	Domiciliary Care
Annual Value	£11 -15 million
Contract Duration	5 years and 5 x 12 months
Period of Contract	01/04/2019 to 31/03/2029

Task	Completion Date	Person Responsible
1 Completion and return of PIA form – will not commence with procurement process unless there is confirmation of budget.	01/10/2018	Contracting Department
2 Issue of OJEU Notice – Ask for electronic requests – monitor by use of ‘interest’ spreadsheet.	01/10/2018	Procurement
3 Develop Tender documentation , inc. scope, specification and evaluation criteria.	ongoing	Contracting Department
4 Issue of Tender Documents via The Chest - Must allow at least 30 days for return of tender.	01/10/2018	Procurement
5 Return of Tender Documents via The Chest – Legal to open seal.	12/11/2018	
6 Tender Evaluation – Use evaluation matrix and award criteria (with weightings) to score providers.	19/11/2018 – 23/11/2018	Contracting Department
7 Issue of Reference Questionnaires – <i>Allow two weeks for return.</i>		Procurement
8 Return of Reference Questionnaires		
9 Financial Checks		Procurement
10 Designated Week for Presentations / Site Visits if required. <i>Only evaluators can be on the panel.</i>		Contracting Department
11 Final Analysis	3/12/2018	Contracting Department
12 Complete and return ODN to Award Contract (PRAD 4) – to be signed by contracting department and Legal officer.	07/12/2018	Contracting Department
13 Award of Contract – Issue successful & unsuccessful letters. Clarify Terms and Conditions with Colin Hughes (unless provider(s) accepts our own). Director of Law, HR & Asset Management to draw up contract.	10/12/2018	ALL
14 Alcatel Ruling, 10 Day stand still – starts midnight after award letters are sent out and ends midnight 10 days letter (must end on a working day).	20/12/2018	
15 Award Notice to OJEU (No later than 30 days after contract award)		Procurement
16 Hand Over Period – optional	3 months	
17 Contract Start Date	01/04/2019	

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