

Annual Strategic Agreement

between

Torbay Council

and

Torbay NHS Care Trust

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Annual Strategic Agreement (draft 2 dated 3rd August 2005)

between

Torbay Council

and

Torbay NHS Care Trust

1 Purpose of this agreement

- 1.1 As agreed within the Partnership Agreement, prior to the beginning of each financial year the partners (named above) will jointly prepare an Annual Strategic Agreement (ASA) setting out the framework of performance policies and objectives within which the Trust will operate.
- 1.2 The ASA for each financial year is prepared by the council and, subject to negotiation with the Trust, is agreed upon before the beginning of each financial year wherever possible in accordance with the timetable set out in the Partnership Agreement.
- 1.3 The ASA commences at the beginning of the financial year and continues for a period of 12 months – except in this, our first year, when it will operate from 1st October 2005 to 31st March 2006
- 1.4 The ASA will
 - 1.4.1 describe any agreed strategic changes which are planned to the provision of adult social care services in the Trust
 - 1.4.2 set out financial inputs and outputs
 - 1.4.3 set out agreed objectives and targets including agreed expectations about the outcomes to be achieved
 - 1.4.4 set out the charges that the Council expects the Trust to make for chargeable adult social care services
 - 1.4.5 set out the information that the Council requires from the Trust to demonstrate that performance is being managed and the manner in which the Trust is fulfilling it's obligations in line with the Partnership Agreement
- 1.5 The ASA also specifies the performance management arrangements the council has in place to assure itself that performance (including budget) is being monitored and managed in line with targets and agreements

2 Trust and Council nominated director, officer and elected member acting as lead contacts in respect of this agreement

- 2.1 In line with clauses 10.2, 10.3 and 10.4 of the Partnership Agreement:
 - 2.1.1 the council's nominated officer is Sue Lewis
 - 2.1.2 the council's nominated executive member is Cllr Chris Carter
 - 2.1.3 the Trust's nominated lead director is Paul Mears

3 ASA modification

- 3.1 The ASA may be modified at any time during its currency by written agreement between the partners in line with the Partnership Agreement.

4 Commission for Social Care Inspection and other external inspection/audit regimes

- 4.1 The Trust engages with all requests/requirements made of it from external auditors and inspectorates. With regard to specific, planned inspections, CSCI have not advised the Council of any such inspections. The only known inspection activity relates to Supporting People, CSCI registered services and CPA. The Council's external auditor (PWC) will be monitoring the arrangement the Council has with the Trust in line with risks identified by them and reported to Overview & Scrutiny Board July 2005.
- 4.2 The Trust will forward all CSCI inspection reports (announced and unannounced) of regulated services to the Council.
- 4.3 The Council will forward all other inspection/audit reports relevant to adult social care to the Trust
- 4.4 The Council's nominated officer (or representative) will attend CSCI Business Monitoring meetings as will the Trust's nominated director and CEO (or their representatives) and others as required by the Trust's DASS/CEO.
- 4.5 CSCI's Annual Review Meeting (ARM) will be attended by representatives in 4.3 above, and Council's CEO and others as agreed by both CEOs
- 4.6 The Care Trust will contribute to providing evidence for the Audit Commission's Comprehensive Performance Assessment of the Council. In particular the Trust will contribute to delivering the key lines of enquiry regarding health, social care and use of resources. As well as focusing on service delivery, the Care Trust will contribute to initiatives benefiting the whole community through playing a key part in the Local Strategic Partnership, Health and Social Care Partnership and the delivery of the Community Plan.

5 Spending decisions, new contracts and 'key decisions'

- 5.1 This agreement reiterates section 22.3 of the Partnership Agreement, ie, 'where the Trust wishes to enter into a contract which wholly or partly relates to Council functions and has an actual or anticipated value of more than £250,000 OR has a duration of more than five years, the Trust will first obtain the prior written approval of the Council and then follow key decision criteria (Schedule 8 of Partnership Agreement).
- 5.2 In practice, therefore, the Trust's nominated director will communicate with the Council's nominated officer in the first instance in order to commence the approval process.
- 5.3 It is noted that no strategic changes (see 1.4.1 above) have been planned this year other than those necessary to implement the Partnership Agreement which have been agreed by the Partnership Agreement Working Group and Care Trust Steering Group

6 Development priorities

- 6.1.1 Agreed areas of development priorities to be pursued over the next 12 - 18 months are listed below. No specific targets have been agreed. However, when preparing the second ASA, the Trust and Council will agree which of these will be subject to inclusion in Schedule One for 2006/7, if any.
- 6.1.2 Target Direct Payments service users to alternative equipment providers
- 6.1.3 Increase the number of people able to remain in their own home through the use of telecare and assistive technology
- 6.1.4 Use of mobile technology to develop more effective, efficient and customer focussed services
- 6.1.5 Continued development of partnership working with Supporting People, Housing and independent sector to ensure that disabled peoples housing needs are understood and responded to
- 6.1.6 Development of older and disabled persons consultation fora to agree local priorities using a 'person centred' approach

7 Performance management framework

- 7.1 It is not yet possible to create a fully integrated performance management framework that enables a 'whole system' approach to managing health and social care performance.
- 7.2 Social care performance is governed by a framework administered and controlled by Commission for Social Care Inspection (CSCI). However health care is governed by a different Department of Health framework.
- 7.3 Despite this, however, it has been possible to bring together some processes that operate within the 'whole system'. These include, for example, complaints management and standards setting out what people have a right to expect from the Care Trust (ie health & social care) in the form of Torbay's Long Term Care Charter (Better Care, Higher Standards).
- 7.4 The Council, as it remains ultimately accountable for social care, has a duty to oversee the performance of the Care Trust. To enable the Director Of Adult Social Services carry out the full range of his duties the Care Trust will monitor and manage the performance of social care delivered by Devon Partnership Trust (mental health 18-65yrs) and Pluss (disabled people of working age). Reporting performance of DPT and Pluss is set out at schedule one of this agreement.
- 7.5 The Council will work within the performance management framework prescribed by CSCI, using it's outputs and outcomes to measure performance. In line with CSCI recommendations a small cluster of local performance indicators are also used to monitor local service users satisfaction with the services provided by the Care Trust. This will sustain the longitudinal approach to this key area of performance started in 2004.
- 7.6 Otherwise all activity reflects the agreed targets stated in the Delivery and Improvement Statement (DIS) and other mandatory reporting and regulating tools required by CSCI and the Department of Health. These include, for example PSS User Survey, financial returns, RAP, inspections.

- 7.7 With regard to monitoring compliance to General Social Care Council standards, the professional lead for social care is required to produce an annual report (as part of the Care Trust's Annual Review) evidencing that GSSC standards have been met and that plans to ensure continuous improvement and best practice are in place.
- 7.8 The role of the Performance Board is to ensure that the arrangement the Council has with the Trust is delivering key targets & objectives and delivering better outcomes to the community by virtue of the arrangement. The terms of reference and membership of the Performance Board is currently under review. When Council has agreed new arrangements this paragraph will be updated using the provision at 3.1 above.
- 7.9 Schedule two sets out the performance monitoring schedule for 2005/6. This needs to be seen in the context of sections 18, 24, 26, 29, 30 of the Partnership Agreement, the spirit and text of which is reflected (but not repeated verbatim) in this ASA.

8 Objectives & targets 2005/6

- 8.1 Schedule one of this agreement identifies a range of key objectives and targets for the rest of this year 2005/6. It should be noted that this is not an exhaustive list of all targets, however they do represent performance areas of particular importance in this, our first ASA. Other agreed targets cited in the annual Delivery & Improvement Statement will be monitored on an exception and agreed survey basis by the Trust's nominated Director and Council's nominated officer.
- 8.2 Schedule one:
- 8.2.1 connects objectives to local priorities agreed in the Community Plan
 - 8.2.2 connects objectives to targets agreed in the DIS
 - 8.2.3 states how objectives will be monitored and delivery dates
 - 8.2.4 names lead Trust manager responsible for delivery
 - 8.2.5 links activity to Audit Commission key lines of enquiry
 - 8.2.6 identifies which organisation is responsible for providing performance data

1 **Schedule One - agreed local objectives/targets**

Key:

1: monthly briefing
 4: Performance Board
 5: Annual
 Review/Report

Objective		Outcome/Target	Data Source	By	Lead	Monitoring Arrangement	Linked to local priorities (Community Plan)	KLOE/CPA
2	Local performance objectives							
2.1	Implement Torbay's plan for the management of the care of people with chronic diseases (MCPCD), maximising the benefits of integrated services	Delivery of MCPCD plan	CT	In accordance with milestones of plan	AJ	5	2.1	5.3.1
2.2	Ensure the provision of effective and efficient intermediate care services (for admission, prevention and post-acute rehabilitation)	DIS targets 2145 2146 2147 2148 2149	RAP	31.3.06	PM	4, 5	2.3.2	5.4.1
2.3	Carers: Implement Torbay's strategic plan for carers: "Measure Up"	DIS 2716 - 2730	RAP	31.3.06	JD	4, 5	2.3.5 2.3.13	5.4.1
3	Older People							
3.1	Deliver NSF for Older People (particularly falls and osteoporosis)	2150 - 2154	CT	31.3.06	JG	5	2.1	5.4.1
3.2	Create an overarching Older Perons Strategy that pulls together NSF, Commissioning Strategy and Opportunity age-related social and health care issues, ensuring value for money and links with Adult Social Care Green Paper	2101 2105	CT	31.3.06	jj	5	2.1	5.4.1
3.3	Achieve the national milestones for the development of single assessment for adults to improve co-ordination of services, reduce duplication or inidentified need	DIS	CT	31.3.06	PM	4	2.3.1	5.4.1
3.4	Strengthen community based staffing capacity and skill base	3150, 33152	CT	31.3.06	KF	4	2.3.4	5.4.1
3.5	Deliver action plan agreed with Devon Partnership Trust to provide new model for the delivery of mental health services for older people	delivery of post-Sainsbury action plan and DIS 2152	CT	31.3.06		4	2.3	5.3.1

1 **Schedule One - agreed local objectives/targets**

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Objective		Outcome/Target	Data Source	By	Lead	Monitoring Arrangement	Linked to local priorities (Community Plan)	KLOE/CPA
4	Learning Disability							
4.1	Meet targets to ensure person centred planning is available for all young people 'in transition'	DIS 2224	CT	31.3.06	HT-L	5	2.3	5.3.1
4.2	Meet target to improve individualised funding and support by increasing take up of direct payemnts for people with learning disability	DIS 3326	RAP	31.3.06	HT-L	5	2.3	5.3.1
4.3	Meet target to ensure family carers of people with learning disability have had a recent assessment or review	DIS 2212 & 2214	RAP	31.3.06	HT-L	5	2.3.13	5.3.1
4.4	Meet target for regular short breaks for carers of people with learning disability	DIS 2210	RAP	31.3.06	HT-L	5	2.3.13	5.3.1
4.5	Meet targets to increase number of people accessing employment opportunities	DIS 2218	CT	31.3.06	HT-L	5	6.3.3	5.3.1
4.6	Complete a review to deliver a reduction in the number of people with learning disability receiving services 'out of area'	post review project/action plan agreed	HT-L	31.3.06	HT-L	4	2.3	5.3.1
5	Physical & Sensory disability - working age							
5.1	Create and begin implementation of project plan to deliver National Service Framework for Long Term Conditions	project plan in place	CT	31.3.06		5	2.1	5.3.1
5.2	Monitor the agreements with Pluss and report performance to Council	contract compliance	CT	31.3.06	RH	5	2.3, 4.1	5.3.1
6	Mental health - working age							
6.1	Contribute to the delivery of NSF for Mental Health in partnership with Devon Partnership Trust	2401 - 2416	CT	31.3.06		5	2.3.6	5.3.1
6.2	With DPT, create a comprehensive 24/7 crisis resolution service	DIS 2407		31.3.06		4	2.3	5.3.1
6.3	Monitor & report the performance of Devon Partnership Trust to Council reviewing the Partnership Agreement as necessary	budget & PI targets met	Pis, TC, CT	31.3.06		4	2.3	5.3.1

Schedule One - agreed local objectives/targets

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Objective		Outcome/Target	Data Source	By	Lead	Monitoring Arrangement	Linked to local priorities (Community Plan)	KLOE/CPA
7	Commissioning							
7.1	Consult on, revise and begin implementation of draft commissioning strategy for older people	2107, 2127, 2128 agreed plan in place	CT	31.3.06		4	2.3	5.4.3
7.2	Begin implementation of commissioning strategies for all adult user groups using the above model	agreed plan in place	CT	31.3.06		5	2.3	5.3.1
8	Service user satisfaction							
8.1	Increase the number of service users reporting that staff took note of important matters relating to race, culture or religion	Local PI 1	CT	31.3.06		4	2	5.4.2
8.2	Increase the number of service users who report that they had a say in deciding what help or services should be given them	Local PI 2	CT	31.3.06		4	2	5.4.2
8.3	Increase the number of service users reporting that they thought the help they received was good or excellent	Local PI 3	CT	31.3.06		4	2	5.4.2
9	Complaints							
9.1	Implement an integrated approach to responding to complaints & representations which meet legal requirements and reflects best practice	no Ombudsman maladministration judgements	CT	31.3.06		4		4.1
10	CSCI service inspections							
10.1	CSCI inspections of registered services evidence that they are operating at or above minimum standards and provide value for money;	1 legal compliance 2 acceptable unit cost & occupancy rates	CT	31.3.06		4		4.1

Schedule One - agreed local objectives/targets

Key:

1: monthly briefing
4: Performance Board
5: Annual Review/Report

Objective	Outcome/Target	Data Source	By	Lead	Monitoring Arrangement	Linked to local priorities (Community Plan)	KLOE/CPA
11 Protection of vulnerable adults at risk of abuse (POVA)							
11.1 Produce a POVA annual report which includes details of the number of adult protection referrals received, investigations undertaken and investigations upheld as adult protection	DIS 2822 2823	CT	31.3.05	TU	5		4.1
12 Workforce							
12.1 Managing absence; meet agreed DIS target to reduce time lost to sickness absence	DIS 3120	CT	31.3.05	M	4		
13 Risk Management							
13.1 Implement Risk Management Strategy referred to at para 26.2.3 of Partnership Agreement	risks identified and managed	CT	1.10.05		4		4.1
14 Equality, Diversity and Equal Opportunites							
14.1 Produce Annual Report referred to at para 28 of Partnership Agreement	present report	CT	1.5.06		5		
15 Care Governance							
15.1 Begin implementation of Care Governance Framework referred to at para 26 of Partnership Agreement	robust framework in place	CT	31.12.05		4		
16 Budget management							
16.1 As agreed in the terms set out in the partnership agreement	as agreed	CT			4		
17 Overview & Scrutiny Review of Social Services							
17.1 Implement the agreed recommendations of the Review of Social Services undertaken by Overview & Scrutiny Board and agreed with Director of Operations following Executive approval (see appendix)	recommendations in place	CT	1.1.06	PM	4		
18 comply with policies & procedures with regard to charging users for services	cases evidence compliance - sample	CT	quarterly	NB	2		4

Objective	Outcome/ Target	Data Source	By	Lead	Monitoring Arrangement	Linked to local priorities (Community Plan)
1.1 National Performance Objectives						
Reduce the number of hospital admissions	PAF/AO/A5	TC	31.3.06	PM	4	2.3.2 2.3.12 2.3.13
Reduce the number of emergency psychiatric re-admissions (Health figures)	PAF/AO/A6	CT	31.3.06		4	2
Improve year-on-year participation in drug treatment programmes	PAFAO/A60	TC	31.3.06			
Increase the number of households receiving intensive home help/care	AO/B11	TC	31.3.06			2.3.5
Improve efficiency and thus cost of delivery of intensive social care services	AO/B12	TC	31.3.06			
Improve efficiency and thus cost of delivery of home care for adults and older people	AO/B17	TC	31.3.06			
Reduce admissions of adults over 65 to residential/nursing care	AO/C26	TC	31.3.06			2.3.5
Reduce admissions of adults 18 - 64 to residential/nursing care	AO/C27	TC	31.3.06			2.3.5
Increase intensive home care provision	AO/C28	TC	31.3.06			2.3.5
Increase numbers of adults with physical disabilities helped to live at home	AO/C29	TC	31.3.06			
Increase numbers of adults with learning disabilities helped to live at home	AO/C30	TC	31.3.06			2.3
Increase numbers of adults with mental health problems helped to live at home	AO/C31	TC	31.3.06			2.3

Schedule One - agreed national objectives/targets

Objective	Outcome/Target	Data Source	By	Lead	Monitoring Arrangement	Linked to local priorities (Community Plan)
Increase numbers of older people helped to live at home	AO/C32	TC	31.3.06			
Increase numbers using direct payments	AO/C51	TC	31.3.06			
Carers receiving specific carers' service	AO/C62	TC	31.3.06			2.3
Maintain availability of single rooms	AO/D37	TC	31.3.06			
Improve numbers receiving a statement of their needs	AO/D39	TC	31.3.06			
Improve numbers of reviews	AO/D40	TC	31.3.06			
Reduce the numbers of delayed transfers of care (interface)	AO/D41	CT	31.3.06			
Improve delivery of equipment within 7 working days	AO/D54	TC	31.3.06			
Improve waiting times for assessments	AO/D55	TC	31.3.06			
Improve waiting times for care packages	AO/D56	TC	31.3.06			
Ensure older people whose first language is not English are equally able to access services	AO/E47	TC	31.3.06			
Ensure older people whose first language is not English receive services in the same proportion as the general population	AO/E48	TC	31.3.06			
Definition: percentage of assessments or reviews which lead to service being provided	AO/E50	TC	31.3.06			

Objective	Outcome/ Target	Data Source	By	Lead	Monitoring Arrangement	Linked to local priorities (Community Plan)
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1.2 Local performance objectives

1.2.1	Implement Torbay's plan for the management of the care of people with chronic diseases (MCPCD), maximising the benefits of integrated services	Delivery of MCPCD plan	TC	In accordance with milestones of plan	AJ	Annual Report May 2005	2.1
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Performance Management - schedule of reporting

Code	Description	Involving	Covering
1	Monthly briefing meetings	lead ASA contacts from Trust & Council	two-way exception reporting re issues of concern, budget/performance pressures, relevant information sharing including positive achievements, bi-monthly Performance Board preparation
2	Bi-monthly performance meetings	Trusts head of Performance & Director of Operations, zone managers, Council performance team manager (Paul Whitcomb)	performance monitoring against Pis and budgets, agreeing action, preparing for Performance Board
3	Monthly budget monitoring	Reports from Director of Finance (Trust) to Assistant Director of Performance and Director of Finance (Council) and others as agreed	revenue and grant budget monitoring, capital developments
4	Bi-monthly Performance Board	as 1 plus Council Scrutiny Lead, Strategic Director of Performance, DASS / Trust CEO & Council CEO	exception reports of ASA targets (including national & key performance indicators) and budget monitoring
5	Annual Review (May)	as 4	Annual Report to be approved by end May re previous financial year's performance
6	CSCI led business monitoring meetings	lead ASA contacts from Trust & Council & others as required	CSCI agenda
7	CSCI led Annual Review meetings	as above plus Executive Lead and Council CEO	CSCI agenda

**FINANCIAL CONTRIBUTIONS
(FIRST FINANCIAL YEAR)**

Proposed Care Trust Budget	PCT	Adult Social Services	Total
<u>Community Services</u>			
District Nursing	1,816,556		1,816,556
Hospitals	3,214,569		3,214,569
Health Centres & Clinics	254,379		254,379
Other Healthcare Services	1,659,994		1,659,994
Clinical Services (Incl. Occupational Therapy)	1,825,811		1,825,811
Podiatry	803,456		803,456
	9,574,765	0	9,574,765
<u>Health Commissioned</u>			
IPPs	2,496,006		2,496,006
Devon Partnership Trust	10,598,000		10,598,000
Free Nursing Care/ Continuing Care	3,216,844		3,216,844
Community Contracts	3,395,087		3,395,087
	19,705,937	0	19,705,937
HQ	2,681,899		2,681,899
Gross PCT Budget	31,962,601	0	31,962,601
<u>Social Care</u>			
In House Community Care Support Centres		2,914,000	2,914,000
In-House Community Meals		218,000	218,000
In-House Community Alarms		1,000	1,000
In House Domiciliary Care		1,888,000	1,888,000
In House Learning Disabled		2,224,000	2,224,000
Purchasing - Learning Disabled Exp		3,863,000	3,863,000
Purchasing - Mental Health U65 & Subs Exp		2,025,000	2,025,000
Purchasing - Older People Exp (Staffing - Directorate)		3,072,000	3,072,000
Purchasing - Older People Exp (Non Staffing - Directorate)		9,465,000	9,465,000
Preserved Rights - Exp		482,000	482,000
	0	26,152,000	26,152,000
Social Services Directorate Costs (Accommodation)		118,000	118,000
Social Services Directorate Costs (Staff Costs)		191,000	191,000
Emergency Duty Team		306,000	306,000
Support Services Transferring:			
Finance		654,000	654,000
Insurance		48,000	48,000
Human Resources		0	0
Funds Transferring from Torbay Council	0	27,469,000	27,469,000
SLA Recharges		1,295,000	1,295,000
Net Social Services Budget	0	28,764,000	28,764,000
Income from Charges	0	17,123,000	17,123,000
Gross Social Services Budget	0	45,887,000	45,887,000

Appendix 3 – Schedule 3

Total Pooled Funds	31,962,601	45,887,000	77,849,601
Grants for Adult Social Care		7,000,000	7,000,000
Total Non-Pooled Funds	0	7,000,000	7,000,000
TOTAL BUDGET FOR PARTNERSHIP ARRANGEMENTS	31,962,601	52,887,000	84,849,601
Other PCT Budgets:**			
Commissioned Healthcare	86,278,092		86,278,092
Primary Care & Prescribing: PMS / GMS	40,786,071		40,786,071
Reserves	2,280,023		2,280,023
Hosted & Risk Managed Services	3,357,765		3,357,765
Other HQ	1,149,115		1,149,115
Public Health	1,721,333		1,721,333
	135,572,399	0	135,572,399
TOTAL CARE TRUST BUDGETS	167,535,000	52,887,000	220,422,000

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* *Note that some of the functions within PCT pooled funding, also provides some services to the functions that are outside of the Partnership Arrangements*

Schedule four

Charges for services

The Care Trust will implement the charging policy adopted by the Council Executive in March 2005, with effect from 11th April 2005 in line with state benefit increases.

The Care Trust will also apply standard uplifts to charges as follows:

Non-residential Services

Domiciliary care charges	£9.30 per hour
Day Care (non full cost)	£3.10 per day
Day Care (full cost)	£12.40 per day
Maximum weekly charge for Day and Domiciliary Care based on an individual financial assessment	£270
Community Meals (standard charge)	£3.00 per meal

Residential charges to be implemented each April as directed by the Department of Health CRAG (Charging for Residential Accommodation Guide).

Client contributions for both long and short stay placements are based on an individual financial assessment of capital and income.

There is no charge to clients for services provided under Intermediate Care

The Care Trust will ensure that all clients in receipt of a chargeable service receive a full welfare benefits check from the FAB team and an individual financial assessment in accordance with requirements of Department of Health circular LAC(2001) 32.

**VAT ARRANGEMENTS FOR JOINT NHS/LOCAL AUTHORITY INITIATIVES INCLUDING
DISABILITY EQUIPMENT STORES AND WELFARE – SECTION 31 HEALTH ACT 1999
("SECTION 31")**

Introduction

- 1.1 The NHS Plan emphasises the importance of closer working between local authorities and the NHS to deliver a range of services, including community equipment services for older and disabled people. Section 31 of The Health Act 1999, has made closer working easier by allowing local authorities and NHS bodies to establish local partnerships. These partnerships, which may be structured in a number of ways, are intended to ensure that services are not duplicated and are delivered in the most efficient and cost effective way. Local partners in England and Wales, having agreed to use a Section 31 partnership arrangement, will need to notify their local NHS Regional Office (see www.doh.gov.uk/jointunit/index.htm for details). Following April 1 2002, Local Partners should notify their Strategic Health Authority.
- 1.2 This guidance, which has been developed jointly by Customs and Excise and the Department of Health, provides guidance on the VAT position of the different partnership arrangements. It applies specifically to the VAT arrangements for joint NHS/local authority partnership arrangements and replaces all earlier guidance on this subject. It is intended to be easy to apply within a range of different partnership arrangements, while recognising that the partners are governed by different VAT regimes. It includes within its scope the operation and management of joint stores, including the maintenance and repair of goods, and other shared supplies of services and goods. It is not intended to be used to avoid tax and EL(97)70, which outlaws tax avoidance within the NHS, continues to apply. The guidance is intended to support joint initiatives between the NHS and local authorities, allowing them to be entered into with a broadly neutral impact on VAT arrangements for all parties involved.

The VAT regimes

- 2.1 Local authorities and NHS bodies are governed by different VAT regimes. · Local authorities can reclaim from Customs most of the VAT they incur in performing their functions.

- NHS bodies are treated as Government departments for VAT purposes. This means that they are recompensed through their funding for any VAT that cannot be reclaimed, although they can reclaim from Customs VAT incurred on certain contracted out services. The relevant services can be found in the Treasury (Contracting Out) Directions dated 7 August 2000.

The partnership arrangement

3.1 Partnership arrangements may be established in 1 of 2 different ways these are:

- (a) The lead partner, called the lead body, is tasked by the other members of the partnership to carry out certain activities. In order to deliver these tasks the lead body receives funding from the other members. Whilst this funding may be ring-fenced, ie can only be spent on certain specified activities, to all intents and purposes the funding becomes the property of the lead body.
- (b) The lead body may be asked to act in an agency capacity for the other partners. In such cases the lead body would be managing funds and functions on the other parties', "principals", behalf, in accordance with their instructions.¹

Partnership structure (a)

3.2 In this structure the VAT regime of the lead partner will determine the VAT recovery for the partnership

For example:

- where an NHS body is the lead partner any VAT incurred in the delivery of the programme can only be recovered to the extent that it relates to services mentioned in the contracting out directions, which are published by the Treasury under section 41(3) VAT Act 1994, currently September 2000. This of course only applies to that body's non-business activities.

¹ Arrangements for Care Trusts. Partnership structure (b) is the most suitable for Care Trusts, where the NHS acts as the agent for the local authority with respect to funds and functions formerly managed by social services. This structure may also apply to jointly managed services and functions. VAT may be apportioned by any reasonable method via an accounting document produced by the NHS lead partner, allowing the local authority to reclaim its share of VAT. This accounting document should be produced on a regular basis, we suggest quarterly, in order to minimise any impact on cash flow for the local authority partner(s) concerned.

- Where a local authority is the lead partner, any VAT incurred in the purchase of goods and services required to deliver the programme can be recovered under section 33 VAT Act 1994, where the supply has incurred tax and relates to its non-business activities for VAT purposes.

Partnership structure (b)

- 3.3 In this structure the lead body agrees to act as agent for the other members of the partnership, termed “principals”. Rather the lead body manages those funds on behalf of its principals.
- 3.4 Purchases of goods and services in such a relationship may be done in 1 of 2 ways.
- (i) the lead body may purchase goods and services on behalf of a principal. In such cases the lead body would ask for the bill to be sent directly to the principal for payment.
 - (ii) Alternatively, and more likely as the goods and services may be shared, the lead body would purchase goods and services in its own name and re-invoice the principals their share.
- 3.5 In (ii) above the agency rules set out in section 47 VAT Act 1994 would apply to the partnership arrangements. In simple terms this requires the lead body, once it has purchased goods or services in its own name, to re-invoice the principals their share of the charge. This would allow the principals to recover any VAT which may be incurred under their own particular VAT regime. Invoices should be in format given at Annexe A.
- 3.6 Further information regarding the VAT implications of acting as an agent can be found in Notice 700.

Goods and services which may be used jointly – including jointly run stores and Community equipment services

- 4.1 Many partnership agreements will involve the running of joint community equipment stores or the sharing of equipment. Under such agreements where partnership structure (a) has been entered into the VAT status of the lead body will determine VAT recovery.
- 4.2 Where partnership structure (b) has been entered into, ie the lead body is acting as agent, the result will be different. Any VAT incurred in the management of the store itself, can only

be recovered according to the lead body's VAT status. However, any management charges made to the principals by the lead body will be standard rated. Any equipment purchased by the lead body as agent, on behalf of its principals, should be re-invoiced in one of the two ways mentioned at paragraph 3.4 above.

- 4.3 Where goods and services are purchased which will be used jointly by the partners under partnership structure (b) any reasonable method can be used to determine the proportions of VAT recoverable by the different partners using available management information. A common-sense approach should be applied to apportioning costs in the borderline area between NHS and local authority provision.
- 4.4 Approaches could include proportions of actual or estimated costs at purchase or proportions of current or depreciated values of goods supplied to clients of services in support of NHS and local authority objectives over a particular period. Reclaim of VAT can be based on actual or estimated costs over a particular period, rather than the processing of individual invoices. VAT recovery is then adjusted at year-end to reflect actual values as necessary.

FURTHER QUESTIONS

- 5.1 Please direct any further questions you may have to:

Henry Hoad, H M Customs & Excise NHS Admin. Team, St Christopher House, Southwark Street, London SE1 0TE

Telephone: **020 8929 2691** e-mail henry.hoad2@hmce.gsi.gov.uk

Geoff Graham, H M Customs & Excise NHS Admin. Team, St Christopher House, Southwark Street, London SE1 0TE

Telephone: **020-8929-2690** e-mail geoff.graham2@hmce.gsi.gov.uk

Steve Hards Disability Policy Branch, Department of Health, Room 233 Wellington House, 133 Waterloo Road, London SE1 8UG

Telephone **020 7972 4436** email Steve.Hards@doh.gsi.gov.uk

ANNEX A - Approved invoice for the purposes of paragraph 3.5.

From Ambridge NHS Trust
 Business Support Directorate
 Ambridge General Hospital
 Oak Grove
 AMBRIDGE AM2 1QQ

To Ambridge City Council
 Ambridge City Hall
 High Road
 AMBRIDGE AM1 2QQ

In accordance with our agreed standing arrangements I confirm the following.

Actual non-pay expenditure on Partnership costs processed through accounting system of	Value	VAT	Total
Ambridge City Council	32333.34	5658.33	37991.67
Ambridge NHS Trust	39166.66	6658.33	45824.99
Other	1000.00	150.00	1150.00
TOTAL	72500.00	12466.66	84966.66

We have agreed in conjunction with Customs & Excise that because 57.1% of this VAT value (£7118.46) was incurred primarily to support local authority objectives it is refundable to Ambridge City Council under VAT Act 1994 Section 33 and is to be included on your next monthly VAT return. A full list of the transactions is available on request.

Any enquiries from H M Customs & Excise about this arrangement are to be directed to H M Customs & Excise, NHS Admin Team, Dorset House, London SE1 9PY (telephone 020 8929 2695).

Director of Finance

Torbay Care Trust Logo

Protocol for Sharing Personal Identifiable Information Between Torbay Care Trust & Torbay Council

Date: July 2005
 Review Date: October 2006
 Responsible Officer: Caldicott Guardian
 Document Owner: Helen Thorn,
 Corporate Information Manager, Torbay PCT

Approved by Torbay Care Trust:
 Approved by Torbay Council:

Document Change History		
Version	Date	Comments
Draft v0.1	July 2005	Initial draft based upon existing guidance.
Draft v0.2	July 2005	Taken into account comments made on behalf of Torbay Council.
Draftv0.3	July 2005	Taken into account comments made by the HIS Information Security Manager
0.4	September 2005	Final Version including comments from Torbay Council Information Security Manager.

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2. Legal Authority to Share
3. Role & Responsibilities of Partners
4. Legislation
5. Consent
6. Subject Access Requests
7. Procedures for Data Sharing
8. Sharing of Databases
9. Security
10. Complaints Procedure
11. Training & Awareness
12. Monitoring & Review

Appendix 1 – Legislation
 Appendix 2 – Staff Guide

1. Purpose

- 1.1 Torbay Primary Care Trust and Torbay Council have integrated community health and adult social care services and with the establishment of a Torbay Care Trust from 1 October 2005, there is a need to maintain and enhance the current information sharing regime.
- 1.2 The purpose of this protocol is to set out a framework for the sharing of information between the wider range of Torbay Council services and Torbay Care Trust, in particular :
- Children's Services,
 - Supporting People, and
 - Housing
- without compromising the confidentiality and integrity of personal information.

2. Legal Responsibility to Share

- 2.1 The Data Protection Act provides individuals with a number of important rights to ensure that personal information covered by the Act is processed lawfully. In general terms the Act regulates the manner in which personal data can be collected, used and stored and so is of prime importance in the context of data sharing. Torbay Care Trust has to comply with the principles of good practice known as the Eight Data Protection Principles when handling personal identifiable information. (See Appendix 2).
- 2.2 The Act dictates that information should only be disclosed on a "need to know" basis. Records must be treated carefully and disposed of in a secure manner and staff must not disclose information outside their line of duty. However the Data Protection Act and the Common Law Duty of Confidentiality exempts partners from compliance, if compliance may result in harm to an individual, including a work colleague, or may prejudice the reduction of crime.
- 2.3 Access to Health Records 1990 Act gives patient's representatives right of access to their manually held health records, in respect of information recorded on or after 1 November 1991. This Act is only applicable for access to deceased persons records. All other requests for access to information by living individuals are provided under the access provisions of the Data Protection Act 1998.
- 2.4 The Children Act 1989, Working together to Safeguard Children, 1999, places a duty on professionals and other people working with children to co-operate in sharing information to safeguard and promote the welfare of children who are suffering, or at risk of suffering significant harm.
- 2.5 The Education Act 1996, places a duty on local education authorities to identify and make statutory assessments of children who have special educational needs and may require a statement of these needs. Where a child is known to the social services department, the latter is expected to disclose information pertinent to the assessment; and should be provided with copies of special educational needs.

- 2.6 The Crime and Disorder Act 1998 introduces measures to reduce crime and disorder, including the introduction of local crime prevention partnerships around local authority boundaries to formulate and implement strategies for the reducing crime and disorder in the local area. Section 117 of the Act allows disclosure of person identifiable information to the police, local authorities, probation service or the health service but only if the purposes are defined within the Crime and Disorder Act. The Act does not impose a legal requirement to disclose/exchange personal identifiable information and responsibility for disclosure rests with the organisation holding the information.
- 2.7 Local Government Act 2000 in Section 2 confers on local authorities the power to anything which they consider is likely to achieve various objectives. This includes in 2(b) the promotion or improvement of the social well being of the their area which benefits any person resident or present in the local authority area. Clearly, this implies powers in relation to undertaking social care and social work.
- 2.8 Partners will try their best to obtain informed consent to sharing and ensure compliance with human rights and confidentiality. However, consent need not be sought if seeking it may result in harm to someone, including a worker, or may prejudice the reduction of crime.
- 2.9 This protocol takes into account the effect of the above legislation, and additional legislation, guidance upon the way information is shared and used. See Appendix 1.

3. Roles & Responsibilities

- 3.1 Both Organisations are committed to ensure that all staff who work with personal sensitive information understand and comply with their responsibilities to share information in accordance with agreed protocols. Formal adoption of this protocol is the responsibility of the Chief Executives of each Organisation and the Caldicott Guardian.
- 3.2 Caldicott Guardian
The Caldicott Guardian will be responsible for the approval, maintenance and review of this protocol through the IM&T Steering Group.

Caldicott Guardian/Nominated Lead(s) for Information Sharing

The Caldicott Guardian/Nominated Lead(s) for Information Sharing will ensure dissemination of this protocol and monitor the implementation and compliance of this framework within their own Organisations/Departments.

Managers

Managers have a responsibility to ensure that all members of staff are aware of this protocol and the framework for sharing personal information. Managers should attend appropriate training, raise awareness, and ensure that their staff attend the appropriate training.

Staff

All staff have a duty of confidentiality and to ensure that individual rights in relation to the disclosure and use of personal information are understood and withheld.

All staff have a responsibility to maintain accurate records, and to ensure that requests for information are specific, recorded and provided only on a “need to know basis”.

All staff should attend appropriate training in confidentiality and information sharing.

If there is any doubt about whether information should be stored, disclosed or collected, staff should speak to the Caldicott Guardian on 01803-210871 or their Nominated Lead.

4. **Consent**

Torbay Council and Torbay Care Trust will take all reasonable measures to obtain informed consent wherever possible.

Both Organisations accept that for consent to be valid, the data subject must be informed of the purpose for which the information is being collected, how it will be used and with whom it will be shared.

Sharing with Consent

Staff should ensure that consent to share personal sensitive information has been given explicitly. Sensitive information will only be released if its disclosure is deemed critical to the case by the appropriate health/social care professional and explicit consent has been given to release for that purpose.

Without Consent

In some cases it may not be practical to obtain consent, for instances if the individual is unable to give consent or there may be a risk to third party.

The Data Protection Act and the Common Duty of Confidentiality exempts partners from compliance, if compliance may result in harm to an individual, including a work colleague, or may prejudice the reduction of crime.

If an individual is unable to give consent, the decision should be made on the individual's behalf by the health/social care professional responsible for providing care, taking into account the views of the individual and carers, with the individual's best interests being paramount.

Legislation and guidance outlined in section 1 and appendix 2 must be taken into account when making a decision to share personal sensitive information.

Where practicable, advice should be sought from the Caldicott Guardian on 01803-210871, your Nominated Lead or Line Manager and the reason for the final decision should be clearly recorded.

Recipients of personal information which has been shared without consent will be informed of the consent status. They will also be informed on what basis the decision to share was made and will put in place agreed security procedures.

The individual will be informed of the disclosure made without consent, unless there are justifiable concerns for the safety of an individual or others. If there are concerns then the individual will not be informed of the relevant disclosure.

In all cases, when personal information is shared, either, with or without consent, a record of the sharing event should be kept on file as soon as possible after the event.

5. **Procedures for Data Sharing**

Personal information should be accessed by and transferred freely between Torbay Care Trust and Torbay Council for the purposes defined in Section 1. However, in line with Caldicott requirements, data must still be anonymised where possible. Also, NHS number, social services number or unique pupil number must be used as a personal identifier (as opposed to name and address).

Transfer of Information Verbally

Staff will ensure :

- the receiver of the information is properly identified
- the receiver of the information understands their responsibility
- information is shared on a “need to know” basis only
- conversation cannot be overheard

Transfer of Information by Telephone

Staff will ensure that :

- the recipient is properly identified and are sure they are talking to that recipient
- the receiver of the information understands their responsibility
- information is shared on a “need to know” basis only
- conversation cannot be overheard

Transfer of Information by Fax

The use of fax transfer should be avoided whenever possible. Where it is unavoidable ensure that you :

- use a “safe haven” fax machine
- phone the recipient to ensure that they are aware a confidential fax is about to be sent , send a fax covering sheet to confirm correct number, confirm that the individual will wait by the machine to collect the fax and notify the sender to confirm receipt.
- keep personal information to a minimum, by using a key identifier, i.e. NHS number, social services number or unique pupil number
- keep a log of confidential faxes sent and received

Transfer of Information by Post – Internal or External

Printed information, or other media, containing personal information will only be sent by post or via courier :

- it will be opened by the addressee only
- envelope is sealed and marked “Personal & Confidential – to be opened by addressee only”
- Full address details are used
- the addressee is informed the time, date and method that the information was sent and the addressee acknowledges receipt.
- Do not use internal envelopes

Transfer of Information by Email

Email is not always a secure method of sending personal sensitive information unless encryption is used. If using email :

- ensure it is password protected
- send password details in a separate e-mail to the information
- only send on a “need to know” basis
- ensure information is kept to a minimum
- Ensure email system is protected by a password, which is kept secured
- NHS Contact e-mail system to NHS e-mail system is encrypted.

6. Subject Access Requests

Subject access requests, where appropriate, will be considered jointly, according to the organisations’ procedures to ensure third party information is not disclosed.

7. Sharing of Databases

In instances where the Organisations develop a database to share pooled data, it will be necessary to establish which Organisation will act as the Data Controller.

The Data Controller will have the responsibility for storing the information securely by limiting access, keeping the information up-to-date, relevant and to disclose information on a need to know basis only.

8. Security

All staff are required to conform to the levels of access and security referred to in the appropriate policies of their Organisation.

All staff should only have access to personal information on a “need-to-know” basis, in order to perform their duties in accordance with one or more of the defined purposes. Personal information should be available to only those involved in the care of the individual.

Both Organisations will ensure they have in place the mechanisms to enable them to address the issues of physical procedural, personnel (vetting of staff) and technical security which includes, access control, the accurate logging of each disclosure, secure disposal of paper based and electronic records and adequate training for all staff involved in information exchange.

9. Reporting Breaches of the Protocol

Inappropriate disclosures of information should be reported through the individual organisation’s incident/accident reporting procedure.

Any complaint received from a patient, service user, carer, voluntary organisation and/or public containing allegations of inappropriate disclosure of information will be dealt with through the complaints procedure of that organisation and any other organisation who participated in the information sharing.

10. Training & Awareness

Each Organisation has a commitment to raise awareness to information sharing, confidentiality and this protocol through their induction process and other appropriate training courses.

A Staff Guide for disclosing data and obtaining consent is attached as Appendix 2 to help maintain a level of consistency and confidence that the correct procedures are being followed.

11. Distribution

Copies of this Protocol and up-dates will be circulated to all relevant staff, in line with each organisation's internal arrangements for the distribution of policies, procedures and guidelines.

An up-to-date copy of this Protocol will be available to staff on-line via the Torbay Care Trust Website www.torbaycaretrust.nhs.uk and each Organisations' Intranet.

The content of this Protocol and any up-dates will be communicated to patients, service users, carers, voluntary organisations and the public to ensure that individual rights in relation to the disclosure and use of personal information are understood and withheld.

12. Monitoring & Review

The Caldicott Guardian/Nominated Lead within each Organisation will be responsible for monitoring compliance with the protocol.

Information security will be reported on a regular basis through the IM&T performance indicators.

This Protocol will be reviewed in one year, or earlier if appropriate, to take into account any changes to legislation that may occur, and/or guidance from Department of Health, NHS Executive and/or the Information Commissioner.

Legislation to be considered when Sharing Information

Legislation

Access to Health Records Act 1990
Crime & Disorder Act 1998
Data Protection Act
Freedom of Information Act 2000
Health Act 1999, Section 31,
Human Rights Act 1998, Article 8.1,
Local Government Act 2000
Public Services Trust Charter
Regulation of Investigatory Powers Act 2000
The Children Act 1989, *Working together to Safeguard Children*,
The Computer Misuse Act 1990

Legislation to restrict disclosure of personal identifiable information

Abortion Act 1967
Human Fertilisation and Embryology (Disclosure of Information) Act 1992
The Adoption Act 1976
Venereal Diseases Act 1917 & Venereal Diseases Regulations of 1974 & 1992

Legislation requiring disclosure of personal identifiable information

Births & Deaths Act 1984
Education Act 1996,
Police & Criminal Evidence Act 1984
Public Health (Control of Diseases) Act 1984 & Public Health (Infectious Diseases) Regulations 1985

Guidance

Caldicott Principles
Confidentiality: a Code of Practice for NHS Staff

Local Policies/Procedures/Guidance

Torbay Council

Data Protection Code of Practice

Torbay Care Trust

Data Protection Policy
Code of Conduct for Employees in Respect of
Confidentiality
Incident & Accident Policy
Complaints Policy

Appendix 2

A Guide for Staff on Sharing Information

This is a quick guide for staff on sharing information between Torbay Care Trust and Torbay Council, in particular children’s services, supporting people and housing.

Consent to share information should be gained whenever possible, although in some cases it may not be reasonably practical to obtain consent, for instance if the individual is unable to give consent or there may be a risk to a third party. When considering the sharing of personal, sensitive information remember the Six Information Management Principles overleaf.






What is Personal & Sensitive Information?

- name
- address
- postcode
- telephone number
- NHS number
- SSID number
- Unique pupil no, etc
- racial or ethnic origin
- political opinions
- membership of trade union
- religious beliefs
- physical or mental health record
- sexual life
- alleged offences/legal proceedings

How to share information

Remember – Confidentiality at all times

Share on a “need to know” basis only

Verbal 	Phone¹ 	Fax 	Post 	Email 
Do they “need to know”? Do they understand their responsibility?	Has recipient been clearly identified? Are you sure you are talking to the right person?	Are you using a Safe Haven fax machine? Are you using a key identifier, i.e. NHS, SSID, Pupil number?	Have you used a new envelope (not transit envelope)? Have you used full address details? Have you sealed the envelope and marked it “Personal & Confidential – to be opened by addressee only”?	Is the email system secure? If not, send password in a separate e-mail to the information
Can your conversation be overheard?		Have you informed the recipient that the fax is on its way? Have you used a covering sheet to confirm correct number?	Have you notified the person when, where and how sent?	Is your password safe and secure? Is the address(es) correct?
Breaches of Confidentiality: Please report any suspected breaches of confidentiality to the Caldicott Guardian/Nominated Lead :			Torbay Care Trust : <i>Contact details</i>	Torbay Council: <i>Contact details</i>

¹ Phone = land lines, internal phones, digital, analogue mobile phones, radios, pagers.
Remember some phones are more secure than others.



Six Information Management Principles

1. Justify the purpose(s) of using confidential information
2. Only use it when absolutely necessary
3. Use the minimum that is required
4. Access should be on a strict need-to-know basis
5. Everyone must understand his or her responsibilities
6. Understand and comply with the law

Eight Data Protection Principles

1. Personal data shall be processed fairly and lawfully
2. Personal data shall be obtained for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.
3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed
4. Personal data shall be accurate and, where necessary, kept up to date.
5. Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes
6. Personal data shall be processed in accordance with the rights of data subjects under this Act
7. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data
8. Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data

Service Level Agreements

Introduction

The creation of Torbay Care Trust will bring together the services currently provided by Torbay Primary Care Trust and the Adult Social Services function of Torbay Council. This will create a consistent and coherent single approach to be taken to the delivery of health and adult social care, resulting in a more effective, efficient and responsive service.

This document details all the corporate council services that will be provided to Torbay Care Trust, under the agreement to create the Care Trust.

Partners

This is a Service Level Agreement between Torbay Council and Torbay Care Trust for the provision of services from Torbay Council to Torbay Care Trust.

Period Covered

These Service Level Agreement covers the period from the 1st October 2005 to the 31st March 2006.

Funding Levels

The funding levels referred to in this document, are full year funding levels, although this Service Level Agreement only covers a period of six months.

These funding levels are considered to be indicative figures only, to represent the level of service to be received by Torbay Care Trust. The arrangements for the termination of any of these services is covered by section 14 of the Partnership Agreement.

Services Provided

The following summary is a list of the services that will be provided to Torbay Care Trust by Torbay Council, which are followed by the individual Service Level Agreement :-

N ^o	Service Level Agreement	Value
1	Courier & Post Room Service Level Agreement	£3,500
2	Exchequer & Benefits Service Level Agreement	£15,000
3	Finance Service Level Agreement	£42,920
4	Human Resources, Learning & Development & Payroll Service Level Agreement	£192,602
5	IT Services Service Level Agreement	£227,476
6	Internal Audit Service Level Agreement	£34,717
7	Legal Services Service Level Agreement	£25,000
8	Performance Management Service Level Agreement	£300,000
9	Premises Services Service Level Agreement	£168,010
10	Transport Co-ordination & Fleet Management Services Service Level Agreement	£0
	Total	£1,009,495

Courier & Post Room Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

This service will be provided to support the Care Trust to deliver the services they are undertaking on behalf of Torbay Council. The Services will normally be accessible on working days from 9am to 5.15pm Monday to Thursday and 9am to 4.15pm on Friday. Access to any of the Services may be agreed at times beyond this by arrangement with the Assistant Director.

The specific services provided are :-

Postal Service

- Collection of outgoing mail both internal and external
- Distribution of internal mail throughout the all the council offices
- Collation and sorting of external mail to obtain appropriate discounts from the Royal Mail
- Supply council wide courier delivery service on a daily basis (appendix 1)
- Additional twice weekly courier runs for Education Services, Social Services and Democratic Services
- Advice on any of the Postal services offered
- Advice on compliance with Royal Mail guidelines

It should be noted that Postal Services will endeavour to meet jointly agreed deadlines, but that equipment failure or unforeseen staff absence may necessitate the use of external providers or a revision of the agreed deadlines

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

To ensure that employees (or contractors) delivering the Services use appropriate professional skill, care and diligence in providing the Services. The Services will be delivered to a high standard of quality with regard to overall cost, accuracy, completeness and relevance to the Care Trust's reasonable organisational and business needs. The Service Provider will also endeavour to ensure that the Services are delivered to the Client in a timely manner having regard to the overall interests of the Care Trust

To ensure that employees within the Services maintain up-to-date knowledge of national and local developments, initiatives and good practice within their respective professional areas of expertise.

Appendix 4

The performance of the employees (and any contractors) delivering the Services to the Client will be monitored through regular supervision (with the Client supervising contractors approved by the Client).

To maintain proper professional levels of confidentiality in the delivery of the Services to the Care Trust. Normally not to commence work on behalf of the Care Trust without prior instructions in writing (including e-mail) including authorisation of the cost code to be used for the work.

Where appropriate, the Services will be benchmarked with relevant private and public sector providers on an ongoing basis to ensure that the overall cost to the Care Trust of providing the Services is reasonable, having regard to the principles of Best Value.

Section 5 : Proposals For Review Meetings And Customer Care

The Care Trust will monitor and keep under review performance under this Agreement. The quality of the provision of the Services to the Care Trust will be assessed annually via feedback from customers (and other relevant key stakeholders).

Senior managers representing the Services will be available to attend twice yearly meetings (normally around March and October each year) with the Care Trust to agree specific targets and review performance against previous targets and the activities detailed in this Agreement. Quarterly updates on progress against agreed targets will be provided to the Care Trust.

Either the Service provider or the Care trust may request meetings with one another at any time to discuss issues relating to this agreement and both will use their best endeavours promptly to facilitate such meetings if requested.

To provide the Care Trust with relevant statistical information to assist the process of monitoring, reviewing and continuously improving the performance of the delivery of the Services. To complete and return to the Service Provider any annual Client Satisfaction Survey circulated by or on behalf of the Service Provider.

Section 6 : Budget Provision Of The Service

The notional budget for this service is £3,500

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Steve Honeywill, Estates Manager

- **Torbay Council**

Section 8 : Variations

There may be a need to change this Agreement from time to time as a result of changes in law, policy practice and priorities. Changes may be initiated at the request of either party. Whilst some “changes” may not require any formal amendment to this Agreement, they must be discussed by both parties and only implemented following agreement (including as to any potential variation in charges).

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Steve Honeywill

On behalf of Torbay Council :

-

Exchequer & Benefits Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

This service will be provided to support the Care Trust to deliver the services they are undertaking on behalf of Torbay Council. The service will be accessible on working days from 8.45am to 5.15 pm on Monday to Thursday. On Wednesdays, services commence at 9.30 to allow for staff training and on Fridays, help lines close at 4.15. Access to a service may be agreed at times beyond this by arrangement with the service manager.

The specific services provided are :-

Cashiering and Income Collection

- Identify and allocate all income credited to the Care Trust by cash, cheque or direct credit to Torbay Council bank account.
- Provision of a front line cashier service for receipting any Care Trust income across three area offices.
- Reconcile all income and balances in liaison with financial services.
- Provide change and cash cheques for various establishments in Tobay.
- Provide electronic payment facilities for debit and credit cards via the cashiers, by telephone or over the Intranet.
- Collect income from various outlets across Torbay, subject to individual, secure and separate agreements.

Connections – Customer Service

- To provide a customer service for any resident or visitor who may wish to visit the Council's premises offering advice or information relating to any of the Care Trust services. In the event that the level of enquiry is too complex to be dealt with at Connections, the appropriate directorate will be contacted and the customer will be connected by telephone or advised of the outcome of their enquiry
- To display relevant literature and leaflets relating to Care Trust services
- To mount exhibitions of interest to residents and/or visitors
- To make space available to the Care Trust in order that they may meet with members of the public either for individual appointments or to effect a project of public interest.
- To regularly keep directorates informed of items of interest happening in Connections via a monthly E News update.

Specific Services supplied to Care Trust in relation to Social Services

- Collection and reconciliation of monies from Social Services establishments
- Collection and reconciliation of monies from Torbay Industrial Services
- Make payments through and maintain processes for Residential Care Interface
- Make payments through and maintain processes for Domiciliary Care Interface
- The provision of information, advice and training for the FAB team

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

Quality of all Exchequer & Benefits services will be assessed annually via feedback from customers and key stakeholders to ensure they are delivering against the objectives within the Business Plan and the service provision specified in this agreement.

Services are benchmarked on an ongoing basis with CIPFA benchmarking clubs and South coast Unitary Benchmarking group (Benefits/Investigations/Connections) to ensure that cost and overhead parameters and other performance dimensions are compared with industry norms.

Advice and guidance given to customers will accord with legislation, joint agreements and existing policy. Services will be undertaken by designated employees with appropriate skills and experience.

Employees will maintain knowledge of national and local developments, initiatives and good practice as published by relevant organisations and awareness of the client's business objectives and organisation. All employees will maintain professional levels of confidentiality in line with the data protection act and the council's information sharing protocol.

Section 5 : Proposals For Review Meetings And Customer Care

An annual meeting will be held with the Care Trust to agree Directorate-specific targets and review performance against previous targets and the activities detailed in this agreement.

Quarterly updates on progress against agreed targets will be provided to each Directorate and monitoring meetings held bi-annually. If issues arise outside the agreed meeting timetables, ad hoc solutions will be effected by liaison between the appropriate service manager in Exchequer & Benefits and the Care Trust Director of Finance & Corporate Services.

Section 6 : Budget Provision Of The Service

The notional budget for this service is £15,000

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Steve Wallwork, Director Of Finance & Corporate Services
- **Torbay Council**
 - Trish Webster, Assistant Director, Exchequer & Benefits

Section 8 : Variations

Appendix 4

If the Care Trust seeks to negotiate a variation to this Service Level Agreement, they should notify the Assistant Director in writing. The timescale required for giving this notification will depend upon the extent of the proposed variation. It is expected that a reasonable period of notice is provided.

An initial response will be provided within seven working days

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Steve Wallwork

On behalf of Torbay Council :

- Trish Webster

Finance Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

Following the creation of the Care Trust and the agreed transfer of Social Service Finance staff, there remains a central finance support function within the Council that will provide ongoing support and dialogue to the Care Trust covering Adult Social Services. The support needs to continue at the same level and standard as previously provided.

The Core elements include: system support i.e. use of the Debtors Module within the Council's Financial Information and Management System (FIMS), access to the FIMS helpdesk, VAT support and advice from the Council's VAT accountant, financial accounting advice and support for both revenue and capital and guidance with respect to the Council's Annual Planning Cycle and annual budget round.

The Care Trust will provide a full and comprehensive Financial Management service to support the provision of the Adults Care Trust, and provide the Director of Finance (Torbay Council) with all financial information required to ensure his statutory requirements (section 151 and section 114) are fulfilled.

The SLA will be closely monitored during then first few months of its operation and changes may be required as the partnership develops. A review of the SLA will be undertaken in March 2006 and any amendments made in light of the operation of the Adults Care Trust.

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

To ensure the services provided are those that meet the:

- (i) Client's needs whilst having regard to the Director of Finance's statutory responsibilities and recommended practice as stated by CIPFA and the council's standing orders and financial regulations;
- (ii) To achieve and sustain business-like practices;
- (iii) To make proper arrangements to secure economy, efficiency and effectiveness in the Council's use of resources in line with CPA requirements;
- (iv) To assist in the achievement of Best Value and to form a framework for agreeing costs of services provided and a vehicle for evaluating variations to provision.

Submission of accurate monthly budget monitoring information to Torbay Council within 10 days of the end of each month to ensure the Council's reporting requirements as outlined by the Comprehensive Performance Assessment (CPA). This would include attendance, if deemed appropriate and necessary, at Council Executive, Overview and Scrutiny and Performance Board meetings to discuss the key financial issues effecting the Care Trust.

Completion and submission of a monthly VAT claim to Torbay Council with full supporting documentation.

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Submission of detailed final accounting statements to ensure the council's statutory reporting requirements are met i.e. Group Accounts.

The Adults Care Trust will raise all invoices (statements) to clients from Day and Domiciliary (DAD) and Residential (RES) systems using FIMS.

Debt collection for clients will be the responsibility of the Adults Care Trust.

Monitoring information to be provided to the PCT via interface from FIMS General Ledger.

In addition The Adults Care Trust will undertake the following core finance functions including:

- Detailed budget preparation each year which can be subject to scrutiny by Council Members;
- Providing financial advice to the Director of Finance on issues which impact upon the delivery of social care for Adults e.g. new legislation;
- Ensuring grant income is maximised and fully utilised for the provision of social care for Adults within the Bay and effective monitoring of all expenditure in accordance with grant conditions.
- Adherence to Council standards with respect to Equalities, Freedom of Information.
- Completion of all government and statistical financial returns within agreed deadlines.

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

Due to the nature of the partnership between the Adults Care Trust and Torbay Council, it is not anticipated that additional charges will be made. All work provided by Finance staff within the Adults Care Trust will be funded from the annual grant allocation.

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

Regular communication between Adults Care Trust and Torbay Council through regular meetings as and when deemed appropriate.

Ensuring budget monitoring information is supplied within 10 days of the end of the month for internal management reporting and reporting of budgets to Executive, Overview and Scrutiny and Performance Board

Monitoring of closing of accounts within statutory deadlines.

Completion of all government returns i.e. RO ands RA forms and CIPFA statistical returns within the agreed deadlines.

Section 5 : Proposals For Review Meetings And Customer Care

Regular contact will be maintained as part of the partnership. Formal meetings will be held between senior officers of the Adults Care Trust and Financial Services. These meetings will be minuted and chaired by the Director of Finance – Torbay Council.

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Operational contact and liaison will be maintained as required between Financial Services and Adults Care Trust.

The Adults Care Trust will adhere to the Council's policies with respect to Customer Care.

Section 6 : Budget Provision Of The Service

The notional value of the services provided from the Council to the Care Trust is estimated at £42,920.

A payment will be made to the Adults Care Trust each month in 10 equal monthly amounts on the precept dates for Torbay Council – April through to January.

The actual mechanism for paying grant to the Care Trust will have to be determined after taking into account issues concerning payroll, VAT reclaims and the collection of income from Adult Services clients.

The grant/ budget allocation on 1 October will be determined at the end of September, based upon the available budget for the service. In future years the grant/budget will be based on the allocation granted as part of the Council's annual budget round.

Section 7 : Points Of Contact For Service Delivery Issues

o Care Trust

- o Steve Wallwork, Director Of Finance & Corporate Services. Tel No : 210924
- o Kevin Wheller – Assistant Director of Finance. Tel No : 210241
- o Janet Wheeler – Finance Manager Tel No : 208416

o Torbay Council

- o Richard Thorpe - Director of Finance. Tel No : 207280
- o Paul Looby – Assistant Director of Finance. Tel No : 207286
- o Martin Phillips – Chief Accountant. Tel No : 207285
- o Sarah Woodward – Principal Accountant. VAT Tel No : 207286
- o Lorraine Woolcock Principal Accountant Systems. Tel No : 207290
- o Heather Farkins – Debtors Administrator. Tel No : 207260

Section 8 : Variations

No variations are expected to the partnership agreement.

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- o Steve Wallwork

On behalf of Torbay Council :

- o Richard Thorpe

Human Resources, Learning & Development & Payroll Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

This service will be provided for all employees who were formerly members of Adult Social Services and Learning Disability Services within Torbay Council. The service will be accessible on working days from 9am to 5pm Monday to Friday. Access to a service may be agreed at times beyond this by arrangement with Torbay Council Assistant Director of Human Resources.

The specific services provided are :-

Employee Relations

This will be provided by the HR Department of the Care Trust. The Council will provide support in relation to ad hoc queries or questions for a reasonable period after the formation of the Trust in order to support a smooth transfer.

Other activities, subject to a charge per activity include the following:

- HR advice and support over and above adhoc queries or advice as above as agreed between Torbay Assistant Human Resources Director and Care Trust Human Resources Director which has significant resource implications
- Attendance at Employment Tribunals if a Solicitor is not briefed to represent the Council
- Costs incurred from seeking external legal advice in complex individual employee relations matters

Learning and Organisation Development Corporate Standard Provision

- Working closely with Trust Managers to identify learning and development needs and develop appropriate training plans to meet agreed needs
- Identify and develop funding opportunities for training of social care staff
- Work in partnership with training providers in partner organisations to ensure the most effective and efficient deployment of training resources across the Trust
- Provide a coaching/career counselling service to managers and staff in the Trust
- Provide a L&D consultancy service to managers
- Design and delivery of bespoke training and development activities to support the organisational development of the Care Trust
- Develop work experience opportunities in social care in conjunction with the NHS and other partners
- Providing learning and development opportunities for the Care Trust to the same value and quantity as provided to the Adult Social Care Business Unit prior to the creation of the Adult Care Trust.
- Ensuring learning and development opportunities are in line with the Learning and Development plan for the Care Trust, as agreed with the Care Trust Human Resources Director

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- Underpinning the Care Trust Human Resources Strategy through identification and delivery of learning and development opportunities
- Managing and delivering agreed corporate training and development budgets
- Ensuring feedback and evaluation on training events
- Supporting the implementation of the learning and development elements of the Human Resources and Learning & Development strategies of the Care Trust.

Other activities, subject to a charge per activity include the following:

- Bespoke training activities delivered or commissioned for individual areas of the Trust
- Training programme courses where a fee applies

Payroll Services

Provide a comprehensive payroll service for all Adult Social Services staff who TUPE'd to the Care Trust. Ensuring consistent application of payment terms and conditions, whilst conforming to all statutory and regulatory requirements.

Travel / Subsistence Processing

- Process mileage travel claims for all employees
- Process all expenses claims for all employees

Pensions

- To provide information as required by regulation or statute to the administering bodies for the pension schemes adopted by the Care Trust

Employee Services

- Payment of relocation expenses
- Administration and deduction of car loan repayments
- Westfield Contributory Health Scheme
- Nursery voucher scheme

Management Information

- Provision of monthly management information reports to the Care Trust HR Director on key workforce data e.g. total headcount; turnover; leavers; gender/age breakdown

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

Noted in section 1.

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

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Quality of all Human Resource services will be assessed annually via feedback from customers and key stakeholders to ensure they are delivering against the objectives within the Torbay Council Human Resource Business Plan and the service provision specified in this agreement.

HR Services are benchmarked on an ongoing basis to ensure that cost and overhead parameters and other performance dimensions are compared with industry norms.

Advice and guidance given to customers will accord with employment law, joint agreements and existing policy. Services will be undertaken by designated employees with appropriate skills and experience.

Employees will maintain knowledge of national and local developments, initiatives and good practice in the field of HR and awareness of the client's business objectives and organisation.

All employees will maintain professional levels of confidentiality generally, and in particular with regard to employee details.

Section 5 : Proposals For Review Meetings And Customer Care

An annual meeting will be held with the Care Trust to agree specific targets and review performance against previous targets and the activities detailed in this agreement. Quarterly updates on progress against agreed targets will be provided.

The agreement in respect of Payroll and Management Information Services will operate until 31 March 2006. In respect of Learning and Development Services, the agreement will operate until 31 March 2007.

This agreement can be extended or terminated by mutual agreement of the parties.

Section 6 : Budget Provision Of The Service

The notional budget for this service is £192,872 comprised of :-

- Payroll £21,670
- Corporate Training £10,346
- Social Services Training £143,000 (£424,000 less the Social Services Training Grant of £281,000)
- Central Recruitment £17,586

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Martin Ringrose, Director of Human Resources
- **Torbay Council**
 - Geoff Williams, Assistant Director of Human Resources

Section 8 : Variations

If the Care Trust seeks to negotiate a variation to this Service Level Agreement, they should notify the Director in writing. The timescale required

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for giving this notification will depend upon the extent of the proposed variation. It is expected that a reasonable period of notice is provided.

An initial response will be provided within seven working days

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Martin Ringrose

On behalf of Torbay Council :

- Geoff Williams

IT Services Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

Torbay Council IT Services has an overall responsibility to provide technological solutions via I.C.T. support and advice, enabling the Care Trust to provide a quality and cost effective service.

Torbay Council IT Services will provide the following list of services to Torbay Care Trust, these services will be provided in all current or future buildings that are connected to the Council computer network :-

- Support of the network links which connect the buildings used by the Care Trust, including the procurement, installation, upgrading of hardware and software and maintenance of such items. All network equipment up to the network point itself, will remain the property of Torbay Council.
- Support of all desktop PC's and associated peripherals operated by Care Trust staff and sited within the buildings that are connected to the Council network, including the procurement, installation, upgrading of hardware and software and maintenance of such items. The Care Trust will be the owner of all of this equipment.
- The provision of a helpdesk service, providing in conjunction with the Fujitsu helpdesk for the NHS, including the response and resolving of helpdesk calls.
- All appropriate support to enable the continued use of the Social Care Management Systems for the recording and using of all information relevant to Adult Social Services and supporting the extraction of information from that system where appropriate. This is currently the SSID system, however this support should be continued with the PARIS system once implemented.
- Support for all the in-house developed systems that are currently used by adult social services, so that these can be continued to be used by the Care Trust. These include, but are not limited to :
 - Carer's Index
 - Receiverships System
 - TFM Contracts Management Module
 - TFM Dad (Day/Dom)
 - TFM Res,
 - TFM FAB
 - FABTRACS.
- Relevant support required allowing the Care Trust to continue to use Microsoft Office Products and any other associated approved off the shelf and bespoke third part software.
- The provision of email service to Adult Social Services staff, until appropriate provisions are made to move these staff to NHSmail.
- Provision and maintenance of the technical infrastructure to allow the Care Trust to continue to use any additional Torbay Council system that is required.
- Provision of IM&T Training to any Care Trust staff, so long as this does not exceed the current use of that service by Adult Social Services.
- Provision and maintenance of the technical infrastructure, allowing the Care Trust to continue to use the Torbay Council intranet including the uploading of new and updated material. However, it is acknowledged

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that the actual content of such material is the responsibility of the Care Trust.

- Provision and maintenance of the technical infrastructure, allowing the Care Trust to continue to use the Torbay Council internet including the uploading of new and updated material. However, it is acknowledged that the actual content of such material is the responsibility of the Care Trust.
- Provision and maintenance of the technical infrastructure, allowing the Care Trust to continue to use the payroll system, including supporting the extraction of information from that system where appropriate.
- Provision and maintenance of the technical infrastructure, allowing the Care Trust to continue to use the various Council Finance systems in whatever manner is agreed by the Finance teams as the standard method of operation, including supporting the extraction of information from that system where appropriate.
- Provision and maintenance of the technical infrastructure required to maintain the current network based telephony systems used by Adult Services. Mobiles and direct lines used by Adult Services are funded from Service Budgets, and therefore not covered by this Service Level Agreement.
- The provision of advice and expertise in relation to all aspects of Information Governance, relating to Adult Social Services.

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

- Supporting the successful implementation of the PARIS system within Adult Services
- Supporting the successful implementation of the Care Trust, including :-
 - Effective operational system for use of the NHSnet, which satisfies all the needs of the Care Trust and Torbay Council
 - Supporting effective financial systems in operation for both the Council and the care Trust
 - An effective helpdesk system, run in conjunction with the Fujitsu helpdesk
- Ensuring that the Care Trust has an responsive, effective and efficient service for its staff, working in conjunction with South Devon Health Informatics Team.

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

The Care Trust may request additional services at any time. These services will relate either to an exceptional, additional volume of work or work of a new and different nature to work already being done by the Torbay Council IT Services. The provision of those services shall be dealt with as a change to this Agreement.

The means of providing them will need to be agreed but can be met through the use of contracted external support staff or changes to the Service Providers establishment

The charges for additional services will need to be agreed.

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Where the use of contracted external staff is considered, the Clare Trust shall not commission this. Both parties will agree the best way in which additional services will be delivered.

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

Torbay Council IT Services undertakes to use appropriate professional skill, care and diligence in providing a quality service to the Care Trust. This will be in accordance with technical and statutory standards and regulations. To this end, the service should be timely, accurate, accessible, informative, responsive, presentable, directed to the relevant customer and guided by legislation, corporate policy and priority's, standing orders, and financial regulations.

Torbay Council IT Services will endeavour to recommend the most beneficial and cost effective hardware and software solutions based on the client's clear and precise system requirements.

Torbay IT Services will endeavour to meet the following Service Levels agreed by both parties :

General Customer Care Standards

We will apply our general Customer Care standards to all areas of IT support. We will:

- Return telephone calls within 24 hours.
- Reply to written queries within 7 working days providing an answer to your query or, if further investigation is required the timescale for a detailed response.
- Always provide the name and contact number of person dealing with query.
- Have a member of staff available to provide advice during normal working hours
- Confidentiality of data held on your systems will be maintained during any maintenance/repair work on your PC

IT Helpdesk

The Helpdesk will act as the first line of call for all issues relating to Torbay Council systems and equipment. The Helpdesk will also interface with the NHS Service Desk provided by the Fujitsu Alliance, in assisting the resolution of problems on an 'as and when' basis.

As part of this agreement, Torbay I.T. Services will maintain an I.C.T. Helpdesk Service to provide call management services.

- The HelpDesk will be available from 8:15 am to 17:15pm, Mon to Thursday' 8:15am to 16:15pm Friday, excluding Bank holidays. In addition 24hr contact is available via fax, voice mail, and E-mail.
- The Helpdesk Officers will log call details, e.g.
 - Information requests
 - Software usage queries
 - Reported faults
 - IT software / hardware problems
 - level of urgency

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- Remote support via VNC is available via the HelpDesk to assist in problem resolution.
- The Helpdesk is for first level support only and where possible the Helpdesk Officers will provide the resolution. Second level support will be provided by the relevant technical experts.
- Statistics will be generated via the Helpdesk to ensure agreed levels of service are maintained. These will be made available by request and on the Intranet
- 50% of helpdesk calls will be resolved at first level support contact (ie by Helpdesk Staff).

LEVEL OF URGENCY:	TARGET RESPONSE TIME:	DEFINITION OF URGENCY CATEGORY:
Emergency	10 mins	Emergency would be used where the call / problem that is being logged needs to be resolved urgently as: <ul style="list-style-type: none"> – This is stopping work that has an imminent deadline (within 2 hours) that cannot be accomplished by using any other available resource
Urgent	2 hours	Urgent would be used where the call / problem that is being logged needs to be resolved urgently as: <ul style="list-style-type: none"> – This is stopping work that has a deadline (within 4 hours) that cannot be accomplished by using any other available resource
Fairly urgent	4 hours	Fairly Urgent would be used where the call / problem that is being logged needs to be resolved as quickly as possible as: <ul style="list-style-type: none"> – This is stopping work that has a deadline (within 8 hours) that cannot be accomplished by using any other available resource
Non – urgent	8 hours	Non Urgent is the default category. <ul style="list-style-type: none"> – This will be dealt with as soon as possible and indicates that if the caller has a deadline this is greater than 8 hours or the work can be achieved by using other resources

IT Training

Candidates attending any of the I.C.T. Training courses are asked to complete a course evaluation sheet. This provides feedback regarding the:

- Standard of the course and course material
- Training resources
- Trainers delivery
- Effectiveness of the course to meet the candidates requirements

The statistics produced from these evaluations are available on request and will also be available on the Intranet. IT training team can provide a list of staff/ ICT courses attended if requested.

Software Development

Where the scale of the project warrants a management information package will be developed (a Project Initiation Document or PID) that will require sign-off by both parties.

This will incorporate all desired measures and management controls (e.g. cost, time, quality, and progress reports) to ensure successful product delivery. This is in line with the adoption of PRINCE2 project methodology.

The PID's are likely to have a more accurate estimate of work and duration for a specific project. As part of the approval process, full account of any potential impact on the Council's overall IT Development programme will need to be considered by the Council's EGov & IT Steering Group. For small-scale

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projects we will endeavour to fit them in to meet user requested target delivery times as specified on the IT01 (Software Development Request Form).

Where this is not possible we will inform the Care Trust IM&T Steering Group in advance to allow consideration of alternative approaches. Any requests for Software Development that we have for subsequent years will be included in the Councils IT Annual Development Programme for approval and sign off by the Council's E-Gov and IT Steering Group and the Directors Senior Management Team.

Procurement Of Infrastructure Equipment

All procurement time scales are based on date of receipt by ICT Services of an order request form. These can be access via the Torbay Council Intranet.

We benchmark the purchase costs of our equipment to ensure that all items purchased are competitive and comply with the principles of Best Value. Our current contract for PC Hardware/Software supply is via a South West Wide PC Purchasing Partnership contract. Our current preferred supplier under the terms of this contract is DELL.

A standard Desktop configuration will be published on the Intranet.

PURCHASE / INSTALLATION	TIMESCALE	FURTHER DETAILS
New PC installation (corporate spec)	4 Weeks	Based on current standard corporate spec, unless advised to the contrary
New PC installation (Non standard spec)	To be agreed on individual basis	Non standard spec PC's
Peripherals	2 Weeks	Printers, monitors, keyboards, mice etc - unless advised to the contrary
Microsoft Licensed products	2 Weeks	
Non standard corporate software	To be agreed on individual basis	
NETWORK CABLING VOICE & DATA	TIMESCALE	FURTHER DETAILS
Moves and changes (Software changes only)	2 Weeks	No cabling works required
Office moves, new installs, moves and changes that require cabling works	4 Weeks	NOTE - If cabling work required an outside contractor will be required

Section 5 : Proposals For Review Meetings And Customer Care

Active liaison between the parties is essential. Liaison will focus on reviewing the operation and performance achieved under this Agreement and developing it to ensure it meets changing needs. It is essential that a close

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working relationship is established in order to guarantee the provision of an effective I.C.T. Service.

Liaison will be achieved via:

- Day to day operational feedback and contact from individual ICT support teams. (ie help Desk, PC Support, I.C.T. Development Project Team, Data Protection & FOI officer, Training team, etc)
- I.C.T. representatives at Care Trust IM&T Meetings
- Two way forums specially designed for feedback (Six monthly)
- Regular surveys (through questionnaires)

Section 6 : Budget Provision Of The Service

The notional budget for this service is :

Based on an estimated figure of 200 network points (the exact number of network points is currently being finalised)

Infrastructure Costs - £68,908

Technical Support (including IT Development staff, PC Support, IT Trainers) :

Technical Support costs - £101,568

Telephony support costs based on 250 connections

Telephony Support Costs - £57,000

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Andrew Lavender, IM&T Integration Lead. Telephone 210911.
 - Paul Whitcomb, Information For Social Care Manager, Oldway Mansion, Telephone 208533

- **Torbay Council**
 - IT Services Support**
 - Steve Humberstone, Customer Services Manager. Telephone 207446
 - Andy Margetts, Operations Support Manager. Telephone 207449
 - Ian Harrison, Software Development Manager. Telephone 207421
 - Other IT Issues**
 - Bob Clark, Assistant Director & Head Of IT Services. Telephone 207420

Section 8 : Variations

See the section on additional charges.

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Andrew Lavender, Joint IM&T

On behalf of Torbay Council :

- Bob Clark, Assistant Director

Integration Lead

IT Services

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Internal Audit Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

Internal Audit Service covering Adult Social Services as part of an overall Internal Audit service to the Care Trust provided by Devon and Cornwall Audit Confederation

The detailed Service Level Agreement will be a continuation of the 2004/05 Service Level Agreement.

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

- To ensure the services provided are those that the Client needs whilst having regard to the Head of Finances' framework of operation governed by statute, recommended practice, standing orders and financial regulations.
- To achieve and sustain business-like practices.
- To make proper arrangements to secure economy, efficiency and effectiveness in the Council's use of resources.
- To aid the achievement of Best Value. To form a framework for agreeing costs of services provided and a vehicle for evaluating variations to provision.

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

Section 5 : Proposals For Review Meetings And Customer Care

Section 6 : Budget Provision Of The Service

The notional budget for this service is £34,717.

The service will be provided as previously done so to adult social services – there will be no exchange of resources without further discussion.

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Steve Wallwork, Director Of Finance & Corporate Services.
Telephone
- **Torbay Council**
 - **Corporate Finance**
 - Richard Thorpe, Director of Finance, Town Hall.
Telephone 207280
 - Martin Gould, Assistant Director Internal Audit, Town Hall.
Telephone 207320
 - **Social Services And Contracts Team**

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- Chris Elliott, Senior Audit Manager, Town Hall. Telephone 207322
- Adrian Harding, Senior Auditor, Town Hall. Telephone 207326
- Linda Snowden, Auditor, Town Hall. Telephone 207325

Section 8 : Variations

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Steve Wallwork

On behalf of Torbay Council :

- Martin Gould

Legal Services Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

This service will be provided to support the Care Trust to deliver the services they are undertaking on behalf of Torbay Council. The Services will normally be accessible on working days from 9am to 5.15pm Monday to Thursday and 9am to 4.15pm on Friday. Access to any of the Services may be agreed at times beyond this by arrangement with the Assistant Director.

The specific services provided are :-

Corporate Service Provision

The Division will provide advice and services to Members and all Directorates in relation to those areas that have Council wide or cross-Directorate implications and are essential for the good corporate governance of the Council. This work is acknowledged to be a legal requirement and/or in the best interest of the Council and will be re-charged to all directorates on a "headcount" basis unless expressly stated in this Agreement to be re-charged differently. These activities include the following areas of work:

1. Local government and constitutional law
2. Corporate Governance
3. Local Government Ombudsman complaints
4. Judicial Review applications on behalf of or against the Council
5. Human rights
6. Data protection
7. Freedom of information
8. Regulation of Investigatory Powers Act 2000

In addition, Lawyers will attend and advise Members at meetings of the Council, Committees, Joint Committees, Sub-committees, the Executive (and any Committees of the Executive), and at Working Parties. Lawyers may also attend cross-Directorate Officer Working Groups as required.

The Assistant Managing Director is the Council's Monitoring Officer (in accordance with the Local Government and Housing Act 1989) and will perform that role in line with the law and the Council's Monitoring Officer Protocol.

Provision of Services to be charged to Care Trust according to usage.

(a) General

1. Contracts;
2. Copyright;
3. Land transactions;
4. Civil litigation claims on behalf of the Council, including debt recovery and recovery of possession of Council land;
5. Conduct of Appeals to Members or the Magistrates' Courts.
6. Prosecutions in the Magistrates' Courts;

7. Drafting and confirmation of Bylaws; and
8. Deeds Room and Records Services

Adult Social Services

- (1) Advice on policy and guidance on legal procedures for performance of Adult Social Services functions, including Approved Social Workers under the Mental Health Act 1983;
- (2) Out of hours Mental Health duty rota for urgent legal advice on Mental Health issues (to be provided by external contractor);
- (3) Conduct of civil proceedings for Displacement Nearest Relative Applications under the Mental Health Act 1983;
- (4) Creation of Legal Charges to secure charges for residential accommodation.
- (5) Quarterly meetings with the Care Trust Management Team

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

To ensure that employees (or contractors) delivering the Services use appropriate professional skill, care and diligence in providing the Services. The Services will be delivered to a high standard of quality with regard to overall cost, accuracy, completeness and relevance to the Care Trust's reasonable organisational and business needs. The Service Provider will also endeavour to ensure that the Services are delivered to the Client in a timely manner having regard to the overall interests of the Care Trust

To ensure that employees within the Services maintain up-to-date knowledge of national and local developments, initiatives and good practice within their respective professional areas of expertise.

The performance of the employees (and any contractors) delivering the Services to the Client will be monitored through regular supervision (with the Client supervising contractors approved by the Client).

To maintain proper professional levels of confidentiality in the delivery of the Services to the Care Trust. Normally not to commence work on behalf of the Care Trust without prior instructions in writing (including e-mail) including authorisation of the cost code to be used for the work.

Where appropriate, the Services will be benchmarked with relevant private and public sector providers on an ongoing basis to ensure that the overall cost to the Care Trust of providing the Services is reasonable, having regard to the principles of Best Value.

Section 5 : Proposals For Review Meetings And Customer Care

The Care Trust will monitor and keep under review performance under this Agreement. The quality of the provision of the Services to the Care Trust will be assessed annually via feedback from customers (and other relevant key stakeholders).

Senior managers representing the Services will be available to attend twice yearly meetings (normally around March and October each year) with the Care Trust to agree specific targets and review performance against previous targets and the activities detailed in this Agreement. Quarterly updates on progress against agreed targets will be provided to the Care Trust.

Either the Service provider or the Care trust may request meetings with one another at any time to discuss issues relating to this agreement and both will use their best endeavours promptly to facilitate such meetings if requested.

To provide the Care Trust with relevant statistical information to assist the process of monitoring, reviewing and continuously improving the performance of the delivery of the Services. To complete and return to the Service Provider any annual Client Satisfaction Survey circulated by or on behalf of the Service Provider.

Section 6 : Budget Provision Of The Service

The notional budget for this service is £25,000

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Steve Wallwork, Director Of Finance & Corporate Services

- **Torbay Council**
 - Bill Norman, Assistant Managing Director. Telephone 207410
 - Lorna Lee, Senior Solicitor. Telephone 207166

Section 8 : Variations

There may be a need to change this Agreement from time to time as a result of changes in law, policy practice and priorities. Changes may be initiated at the request of either party. Whilst some “changes” may not require any formal amendment to this Agreement, they must be discussed by both parties and only implemented following agreement (including as to any potential variation in charges).

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Steve Wallwork

On behalf of Torbay Council :

- Bill Norman

Performance Management Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

Torbay Council Performance Information Team has responsibility to provide social care performance management information to the Torbay NHS Care Trust to meet the needs of the Performance Assessment Framework. The source data will be produced for the returns detailed in Section 2 below and together with information from other sources, collated and provided to meet statutory deadlines. The ongoing provision of management information will be produced on a bi-monthly basis. Support to the work of the Performance Monitoring Group will be provided, with some capacity to deal with ad-hoc information requests. Access to this service will be Mon – Fri 9am-5pm.

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

- Provision of performance management information for social care statutory returns, including the Delivery & Improvement Statement and Best Value performance indicators as detailed:

Return	Description
SR1	Local authority supported residents
SSDA 702	Guardianship under the Mental Health Act 1983
RAP	Referral, assessment and packages of care
Stats 104	Blue badges for people disabled or blind
HH1	Home care provided during survey week
BVPI (out-turn)	Best value performance indicators
BVPI (Mid-year)	Best value performance indicators
SSDA 910	Register for deaf and hard of hearing
SSDA 902	Register for blind and partially sighted
KS1	Key statistics
DIS	Delivery & improvement statement (Spring and required updates)
PSS EX1	Personal social services activity
PSSEX1 out-turn form	PSSEX1 out-turn form
PSSEX1 revenue out-turn form	PSSEX1 revenue out-turn form

- Provision of performance management information required for the performance assessment framework. This will be produced to meet the annual requirement and where indicated on the matrix below, presented on a bi-monthly basis to the senior management team and made available for the Board:

Performance Indicator Reference	Description	Bi-monthly provision

Appendix 4

C26	Admissions of supported residents aged 65 or over to residential nursing care	
C28	Intensive home care (BVPI 53)	√
C51	Direct Payments (BVPI 201)	√
D54	Equipment delivered within 7 working days (BVPI 56)	√
D55	Acceptable waiting times for assessment (BVPI 195)	√

Appendix 4

D56	Acceptable waiting times for care packages (BVPI 196)	√
A6	Emergency psychiatric re-admissions (interface) *	
A60	Participation in drug treatment programmes (BVPI 198) *	
B11	Intensive home care as a % age of intensive home and residential care	
B12	Cost of intensive social care for adults and older people (BVPI 52)	
B13	Unit cost of residential and nursing care for older people	
B17	Unit cost of home care for adults and older people	
C27	Admissions of supported residents aged 18-64 to residential/nursing care	
C29	Adults with physical disabilities helped to live at home	√
C30	Adults with learning disabilities helped to live at home	√
C31	Adults with mental health problems helped to live at home	√
C32	Older people helped to live at home (BVPI 54)	√
C62	Services for carers	
D37	Availability of single rooms	√
D39	% people receiving a statement of their needs and how they will be met (BVPI 58)	
D40	Clients receiving a review	√
D41	Delayed transfers of care (interface) *	√
D59	Practice learning	
E47	Ethnicity of older people receiving assessments	√
E48	Ethnicity of older people receiving services following assessment	√
E50	Assessments of adults and older people leading to provision of service	√
E61	Assessments of new clients aged 65 or over	√

* Source data provided by others

- Additional bi-monthly performance management information provision:
 - Starters, leavers and internal moves
 - Contract monitoring information
 - User satisfaction survey (results from qualitative quarterly survey)
 - Benefit Claims (FAB team quarterly survey)
- Supporting the implementation of the PARIS care management system through project management, system development and training provision.
- Systems Administration support for SSID and PARIS Care Management Systems.
- Ongoing work with the Task Group for adult services to support system development, to include the implementation of mobile technology.

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

- Supporting the Torbay NHS Care Trust with provision of reports to assist in improving initial data capture and inputting.
- Provision of Paris training to support practitioner input and improve data quality
- Crystal report writing provision to provide low level reporting , with proportional sample testing to support ongoing validation work
- A feedback loop from the bi-monthly report to enable local managers to challenge and explore areas of performance where they believe actual performance is not reflected in reported results.

Section 5 : Proposals For Review Meetings And Customer Care

An annual meeting will be held with the Torbay NHS Care Trust , attended by the Assistant Director, Performance and Policy to review progress against agreed milestones and finalise the proposed work programme for the following year. Quarterly review updates against this work programme will be provided.

The Performance Information Manager will attend the Senior Management Team Meeting to present the bi-monthly performance report, and advise on social care performance issues. The Performance Information Team will contribute to the work of the Performance Monitoring Group.

Section 6 : Budget Provision Of The Service

The notional budget for this service is £300,000

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Andrew Lavender, IM&T Integration Lead
- **Torbay Council**
 - Paul Whitcomb, Performance Information Manager

Section 8 : Variations

Should Torbay NHS Care Trust seek to negotiate a variation to this Service Level Agreement, they should notify the Assistant Director, Performance Policy and Communication in writing of the revised requirements to start the negotiation process.

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Andrew Lavender, IM&T Integration Lead

On behalf of Torbay Council :

- Paul Whitcomb, Performance Information Manager

Premises Services Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

The Council will still provide "Premises" services to the Care Trust and continue with the same level of service as currently agreed and funded. Premises services comprise of

- Property Services
- Estates Services
- Corporate Property Services

For organisational purposes Council "Premises" services have been grouped together in this SLA to so that one responsible officer in the Care Trust (Head of Estates) can liaise in an effective fashion with the appropriate Council Officers who provide the service.

Adult Social Care establishment will be leased by the Council to the Care Trust at a nil rental charge. A list of the relevant properties is available in the estate schedule within the Partnership Agreement. The specific services provided by Premises Services are :-

Corporate Property

- Provision of accommodation services for Adult Social Care funded via the recharge.
- Facilities management, office moves and Care Trust representation on the Council's Corporate Asset Management Team (CAMT).
- Maintenance of Framework Agreement for use of external contractors where appropriate.
- Prioritisation of Repairs & Maintenance budgets (using the Council's TOAD asset database) and the management of the program.

Property Services

- Provision of repairs and maintenance function.
- Completion of condition surveys on a rolling program for Adult Social Care establishments.

Estates Services

- Estate management and general estate services such as valuations, rating advice etc with respect to the Adult Social Care.
- Efficient and effective asset management of the estate.

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

- Leases for Adult Social Care establishments transferring to the Care Trust in place for 1st October.
- To keep accommodation under review and respond to changing service requirements.
- 2006/7: Review of arrangements and planning for longer-term changes in the Learning Disabilities estate.

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

See variations in section

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

Work will be carried out by the appropriate professionally qualified staff and in accordance with the codes of conduct of the relevant professional body. The performance of officers will be monitored via the Council's staff appraisal scheme and performance targets and training issues addressed as required.

The Care Trust (Head of Estates) will continue an active role via membership of CAMT and will thus have input and opportunity to influence the Council's approach with respect to estates and property matters operationally and strategically in respect of Adult Care.

Section 5 : Proposals For Review Meetings And Customer Care

- Client liaison meetings to take place quarterly, regular contact/feedback to be maintained as appropriate. Both parties committed to open and honest communication.
- Monthly CAMT meetings as outlined in 2 and 5 above.

Section 6 : Budget Provision Of The Service

The notional budget for this service is : £168,010

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Steve Honeywill, Head of Estates, Oldway Paignton. Telephone 208327. From Autumn 2005, will be based at Unit 2, Riviera Park, Torquay.
- **Torbay Council**
 - Chris Sexton, Corporate Property Manager, Torhill House, Torquay. Telephone 208795
 - Sam Partridge, Estates Manager, Torhill House, Torquay. Telephone 207915
 - Gareth Bourton, Assistant Director, Operational Services, Aspen Way, Paignton, 402901.

Section 8 : Variations

- Where any conflicts of interest occur resolution will be achieved by mutual agreement via third party acceptable to the Council and the Care Trust.
- The SLA can be reviewed at any point by mutual agreement/consent.
- Any disagreements and concerns need to be addressed as early and as speedily as possible

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Steve Honeywill, Head of Estates

On behalf of Torbay Council :

- Chris Sexton (Corporate Property Manager) for Corporate Property,
- Gareth Bourton (Assistant Director Operational Services) for Property Services
- Sam Partridge (Estates Manager) for Estates Services

Transport Co-ordination & Fleet Management Services Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

The Council will still provide Transport services to the Care Trust and continue with the same level of service as currently agreed and funded. Transport Services consist of :-

- Transport Co-ordination
- Fleet Management Services
- Adult Social Care Staff Car Parking Arrangements

For organisational purposes transport services have been grouped together in this SLA to so that one responsible officer in the Care Trust (Head of Estates) can liaise in an effective fashion with the appropriate Council Officers who provide the service. Adult Social Care transport services will continue to be managed as part of the Children's Services Directorate (Torbay Council)

Transport Co-ordination

- Compliance of all transport service providers with the Councils appropriate quality standards & legislation. (vetting of drivers, insurance, licensing etc)
- Meeting Adult Social Care transport needs & to consideration of options to provide the most cost effective, efficient and safe service for clients.
- To plan and manage all transport contracts for Adult Social Care including the transport element of care contracts, transport to day services and partnership arrangements with the private & voluntary sector and other partner organisation.
- Advice in terms of cost, suitability and operational efficiency/reliability.
- Adult Social Care staff will need to identify the needs of clients to ensure safe transport arrangements are determined by transport co-ordination.
- Payment of contractors and the billing/recharge of cost to the Care Trust.
- To ensure appropriate training, induction, performance management and staff appraisal arrangements are in place to deliver a quality and professional service.

Fleet Management Services

- Compliance with all the relevant quality standards & legislation with respect to vehicles provide for use to and from Adult Social Care centre's.
- Procurement of vehicles, licensing, identification of replacements needs and the management of leasing arrangements.
- General fleet management services. Torbay Contract Services will arrange maintenance, taxation and MOT, insurance, spare vehicles to cover maintenance and fuel acquisition.
- Adult Social Care centre's defined as follows: St Edmunds, Dunboyne, Baytree, Fernham, Fairwinds, Occombe House, Hollacombe, St Kilda, and Torquay CRC,
- Efficient and effective deployment of fleet resources.

Adult Social Care staff parking arrangements

Appendix 4

- Provision of staff Torbay Council parking permits at nil cost as per the current arrangements for Adult Social Care employees.

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

- Transport arrangements for Adult Social Care are established in time for the creation of the Care Trust on 1st October 2005.
- To keep transport arrangements under review and respond to changing service requirements.
- To work with Children's Services on the nature of the long-term management and organisational arrangements.

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

See variations in section

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

Work will be carried out by the appropriate professionally qualified staff and in accordance with the codes of conduct of the relevant professional body or internal quality standards. The performance of officers will be monitored via the Council's staff appraisal scheme and performance targets and training issues addressed as required.

Section 5 : Proposals For Review Meetings And Customer Care

- Client liaison meetings to take place quarterly, regular contact/feedback to be maintained as appropriate. Both parties committed to open and honest communication.

Section 6 : Budget Provision Of The Service

The budgets for fleet management vehicles and transport related to clients journeys is held in the Social Care direct services budget. Currently TCC charge the social care ledger directly. After the creation of the Care Trust accounts will need to be sent to the Care Trust's finance department at agreed intervals for the Council to recover its costs & so that this expenditure for transport is correctly reflected on the Care Trust's ledger where the budget is located.

Pay costs and on-costs for the Council staff who provide transport services will be funded/paid for as part of the annual recharge agreed between the Council and the Care Trust as part of the budget setting process as outlined in the Partnership Agreement.

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Steve Honeywill, Head of Estates, Oldway Paignton. Telephone 208327. From Autumn 2005, will be based at Unit 2, Riviera Park, Torquay.
- **Torbay Council**
 - Andrew Harris, Transport Policy and Planning Co-ordinator. Telephone 207654.
 - Jack Haley Service Fleet Manager. Telephone 402924.

Section 8 : Variations

- Where any conflicts of interest occur resolution will be achieved by mutual agreement via third party acceptable to the Council and the Care Trust.
- The SLA can be reviewed at any point by mutual agreement/consent.
- Any disagreements and concerns need to be addressed as early and as speedily as possible.

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Steve Honeywill, Head of Estates

On behalf of Torbay Council :

- Andrew Harris, Transport Policy and Planning Co-ordinator

Service Level Agreements

Introduction

The creation of Torbay Care Trust will bring together the services currently provided by Torbay Primary Care Trust and the Adult Social Services function of Torbay Council. This will give a consistent and coherent single approach to be taken to the delivery of health and adult social care, resulting a in more effective, efficient and responsive service.

This document details all the services that are currently provided by Adult Social Care to other functions within Torbay Council, which will in the future be provided by Torbay Care Trust. This agreement will ensure that those services continue to be provided to Torbay Council

Partners

This is a Service Level Agreement between Torbay Council and Torbay Care Trust for the provision of services from Torbay Care Trust to Torbay Council.

Period Covered

These Service Level Agreement covers the period from the 1st October 2005 to the 31st March 2006.

Funding Levels

The funding levels referred to in this document, are full year funding levels, although this Service Level Agreement only covers a period of six months.

These funding levels are considered to be indicative figures only, to represent the level of service to be received by Torbay Council. Additional work will be required in year to precise calculate the value of the service received by Torbay Council, as this has not been previously undertaken.

Services Provided

The following summary is a list of the services that will be provided to Torbay Care Trust by Torbay Council, which are followed by the individual Service Level Agreement :-

N ^o	Service Level Agreement	Value
1	Emergency Duty Team : Children's Services - Service Level Agreement	
2	Emergency Duty Team : Housing Services – Service Level Agreement	
3	Finance & Benefits Team Service Level Agreement	

Emergency Duty Team : Childrens Services - Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

To fulfil all statutory and procedural duties of the Children's Services out of hours (including, evenings, nights, weekends and public holidays). This includes investigation of child protection cases, responding to families in crisis where there are young people/children in need, carrying out statutory duties under Police & Criminal Evidence Act (Appropriate adult role), supporting foster carers and acting as the focal referral point for all Children's service issues arising out of hours

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

To continue to act in the above capacity.

To review these main responsibilities and incorporate any changes in policy/procedures in discussion with Children's Services lead management commensurate with a crisis/out of hour's service.

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

None at present, though the level of service use by Childrens Services will be monitored against the current baseline and funding sought to ensure it can continue to meet future demand.

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

The role of the EDS will be overseen in accordance with expectations of Children's service management.

Section 5 : Proposals For Review Meetings And Customer Care

Management of services to be conducted through bi-monthly joint arrangement with Service Manager EDS: Dave White, Zone Manager Paignton South: Julie Hickey and Vince Clark, Children's Service Manager.

Section 6 : Budget Provision Of The Service

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**

Emergency Duty Service based at St Edmunds

- **Torbay Council**

Margaret Dennison, Chief Executive Children's Services

Section 8 : Variations

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Julie Hickey

On behalf of Torbay Council :

- Margaret Dennison

Emergency Duty Team : Housing Services - Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

To fulfill all statutory duties towards homeless people seen as having a priority need under Homelessness Act 1996, as amended 2002 which arise outside office hours. This includes facilitating the temporary accommodation of those who are seen as vulnerable, including those fleeing violence, and liaising with the Housing Needs Dept. when such situations arise. To liaise with Housing Needs officers out of hours in any cases where complex or contentious issues are apparent.

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

To continue to act in the above capacity.

To review these main responsibilities and incorporate any changes in policy/procedures in discussion with Housing management commensurate with a crisis/out of hour's service..

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

None at present, though the level of service use by Homelessness Services will be monitored against the current baseline and funding sought to ensure it can continue to meet future demand.

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

The role of the EDS will be overseen in accordance with expectations of Housing service management.

Section 5 : Proposals For Review Meetings And Customer Care

Management of services to be conducted by agreement with Service Manager EDS: Dave White, Zone Manager Paignton South: Julie Hickey and Simon Sherbersky, Assistant Director of Housing Services.

Section 6 : Budget Provision Of The Service

EDS Service has budget of £300,000, work will need to be undertaken through the year to accurately distinguish the work for Housing Services.

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
Emergency Duty Service based at St Edmunds

- **Torbay Council**
Simon Shebersky, Assistant Director of Housing Services

Section 8 : Variations

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Julie Hickey

On behalf of Torbay Council :

- Simon Shebersky

Finance & Benefits Team Service Level Agreement

Section 1 : Brief Description Of Services Being Provided

Brief description of services being provided :-

- The FAB team will undertake visits to offer free and confidential benefit advice and information to support children with disabilities and their parents or carers. It is not intended as an advice service to families who may have debt issues.
- The FAB team will offer advice and information to clients within Children's Services including; Surestart, Team Around the Child, Children's Disability Team, Portage, Halswell Family Centre and Children and Families.
- FAB will consider referrals direct from families who do not receive statutory support but who require assistance to claim benefits directly related to their child or children.
- The FAB service fully supports the Transition process with a representative attending the Transition Steering Group and related events to provide information and advice to colleagues, parents and carers.
- The team will disseminate information to colleagues in Children's Services through team meetings, talks to carers and attendance at events aimed at increasing awareness on services and benefits for children.

Section 2 : Main Outcomes To Be Delivered In The Year (referenced to business plans)

Section 3 : Outline Any Areas Of Work Where Additional Charges Will Be Made

Children's Services may request supplementary services to this Agreement. Any request will need to be in writing. Payment for these additional services will be in accordance with the budgetary provision outline in section 7.

Section 4 : Brief Description Of Quality Control Assurances (Standards And Inspections)

Both the FAB Service and Children's Services will comply with the Quality Standards and Monitoring Criteria as set out in the Specification Framework, attached at the end of this Service Level Agreement, but includes:

- Community Legal Services (CLS) Security and Quality Checks
- CLS Client Feedback quarterly questionnaire
- Transition Annual report

Section 5 : Proposals For Review Meetings And Customer Care

- There will be a need to change the Agreement from time to time. This may be as a result of changes to the law, policy, practice or priorities, and may be requested by either party to this contract. Many changes may simply be absorbed but others will need to be discussed with reference to any financial or budgetary implications
- This Agreement will be reviewed annually by both parties. The review will take place each October
- Either party may request a review at any other time following agreement by both parties
- Following a review, consideration must be given to changes, if any, that will need to be made to the Contract of Agreement. Where there will be a change to the service provided by either party, this change will be confirmed in writing.
- Children's Services will receive statistical data each quarter to substantiate the service.

Section 6 : Budget Provision Of The Service

- The current estimated contract price is £6,376 per annum
- The estimated cost of the service is based on a minimum of 10 hours per week – this comprises 8 hours welfare benefit advice with claim completion and two hours for administration.
- There is no cost to clients for the welfare benefit advice
- There is no current charge for advice and information, either verbal, written or in person, supplied to Children's Services teams.

Section 7 : Points Of Contact For Service Delivery Issues

- **Care Trust**
 - Nicola Barker, FAB Service Manager, Oldway Mansion, Torquay Road, Paignton, TQ3 2TS. Telephone 01803 208425. Nicola.barker@torbay.gov.uk
- **Torbay Council**

Section 8 : Variations

No variation or addition to this agreement shall be valid or of any effect unless it has been agreed in writing by both parties.

Section 9 : Approval Signatories

On behalf of Torbay Care Trust :

- Nicola Barker

Date:

On behalf of Torbay Council :

○

**Addendum To Finance & Benefits Service Level Agreement :
Specification Framework**

Contents:

Schedule: -

1. Introduction
2. Mission Statement
3. Target Client Base
4. Description of Service
5. Values underpinning the Service
6. Staffing
7. Quality Standards
8. Responsibilities of the Purchaser
9. Responsibilities of the Provider – FAB
10. Performance Targets based on Volume and Availability
11. Monitoring and Evaluation
12. Communication
13. Contract Review and Development
14. Legal Requirements and Council Policies

Appendix 1

FAB Staffing Resources

Specification Framework

Schedule

1. Introduction

This agreement is between the Financial Assessment and Benefits (FAB) Service and Children's Services.

2. Mission Statement

The FAB team will provide and actively promote benefits advice and other welfare information in a commitment to social inclusion whilst maximising income for the individual when applicable.

3. Target Client Base

Children with disabilities

4. Description of Service

Welfare Benefit Advice – see item 9 of the Schedule

5. Values underpinning the Service

The service is based on the following principles

- ◆ Sensitivity to individual needs
- ◆ Treating people with courtesy and respect
- ◆ Confidentiality and respect of privacy
- ◆ Recognition of children, parents and carers as partners within the service provision
- ◆ Providing a professional and efficient service by well trained staff
- ◆ Accuracy of shared information

6. Staffing

The FAB team will adhere to the Torbay Council Recruitment and Selection Policy which takes account of current employment legislation and the need to establish competencies for all new employees.

An induction and training program must be in place to ensure individual staff are fully trained in the functions of the FAB process and are aware of their role within the broader scope of Finance and Debt Management and the provision of Social Care Services. Both the Purchaser and the Provider must demonstrate that there is appropriate supervision for all staff engaged in the provision of services, to provide the framework to support good practice and competency in the workplace.

See Appendix 1 for the current FAB staffing resources.

7. Quality Standards

FAB will adhere to the strict standards set by Community Legal Services (CLS) in order to retain their Quality Mark awarded for good working practice and service delivery, however, clients who receive welfare benefit advice via the Lodge will not be contacted in the FAB quarterly satisfaction questionnaire due to the sensitive nature of their health.

8. Responsibilities of the Purchaser – Children’s Services

- ◆ This will need to be discussed with Childrens Services

9. Responsibilities of the Provider – FAB Service

Independent individual welfare information and benefits advice to families of children with disabilities, calculation and completion of relevant claim forms, which may include:

- Income Support
- Pension Credit
- Council Tax & Housing Benefit
- Attendance Allowance & Disability Living Allowance
- Carers Allowance
- Incapacity Benefit
- Bereavement Allowances
- Tax Credits
- Social Fund
- Appointee Action
- Blue Badge Application
- Charitable Payments
- Free Car Park Passes
- Fire Safety Checks

To signpost clients and their representatives to other agencies and organisations when FAB are unable to meet specific needs.

To liase with Social Services, the Department of Work and Pensions, Housing Benefits Section and other relevant agencies as advocates for clients and their representatives.

Ensuring quarterly statistics required by Children’s Services and Nicola Barker of FAB are completed in a consistent and timely fashion.

10. Performance Targets based on Volume and Availability

- ◆ The FAB team will undertake a minimum of 10 hours per week on welfare benefit advice and associated information for parents or carers of children with disabilities.

11. Monitoring and Evaluation

FAB will record the number of clients seen and the benefits claimed and subsequently awarded for analysis by Nicola Barker - FAB Manager and ? on behalf of Children’s Services.

Quarterly reports on the performance of the FAB team will be sent to Childrens Services and will be discussed in planned meetings. The reports will commence April 2006.

The skills and competencies of all staff will be regularly reviewed and updated. All FAB staff will have a RADAR annually and a review 6 monthly to discuss training and development needs.

Under the accreditation for Quality Mark from the CLS, the FAB team is required to provide reports on the quality and performance of the team:

- Monthly file reviews for all individual Visiting Officers
- Individual performances are evaluated and documented yearly from the information recorded in the file reviews

Appendix 5

- The annual report on the FAB team overall standard of performance may be provided on request

Both parties will comply with all statutory monitoring required by Data Protection, The Health and Safety at Work Act, as well as legislation relating to fire safety and environmental health.

FAB issue quarterly Client Feedback Questionnaires to ensure we evaluate and respond to comments and observations from clients, on the standards, performance and quality of our work.

Staff and managers, parents, and carers will be encouraged to evaluate the services we deliver as a mechanism for improvement and a measure of customer satisfaction.

FAB will notify the Purchaser of any implications that may impinge on the quality and satisfaction of the contract.

12. Communication

Service Level Agreements are a mechanism for continuous development and improvement of the provision and delivery of services. Active liaison between the parties is essential as it steers the review of the operation and performance achieved under this Agreement and ensures it develops to meet changing needs.

Any written or verbal communication between the parties will be courteous and professional regardless of grade or seniority.

All queries or concerns between the parties regarding the contract or the service must be dealt with promptly.

The FAB Service staff list is attached – see Appendix 1

Communication regarding the SLA & specification will be agreed at contract monitoring meetings.

13. Contract Review and Development

The level of the Agreement will be reviewed initially by ??????

Any proposed expansion of the service will need to be negotiated

The FAB Management Team reserve the right not to extend the service even when the Purchaser has financial provision to fund an expansion, if the proposals are not sustainable in terms of resources, management capacity or if recruitment of suitable specialist staff is problematic.

14. Legal Requirements and Council Policies

Each party will ensure they keep abreast of changes to legislation, policy and procedures in order that their service complies with all legal requirements.

Torbay Council, FAB and Social Services have a number of internal policies which will be revised from time to time in line with good practice and national guidelines.

All Torbay Council policies and protocols must ensure that they adhere to good practice with regard to equal opportunities.

Good practice in areas of health and safety in the work place is essential.

Buildings used or intended for use under contract must meet all legal requirements.

Both parties will comply with all processes outlined in public information literature.

Specification Framework

Appendix 1

FAB Team Staffing Resources at 31st August 2005

Service Manager	-	Nicola Barker	208425
Assistant Team Manager	-	Rachel Harris	208425
Referral Officer	-	Jane Nicholls	208455
Full Time Visiting Officers	-	Tony Burgess	208429
		Janet Irish	208320
		Gary Turney	208318
		Iain Rowsell	208320
Part Time Visiting Officers	-	Hannah Harris	208450
		Sharon Thomas	208318
		Nina Maule	208451
FAB Clerical Officers	-	Fiona Forbes-Hamilton	208456
		Pussdee (Dee) Burton	208455
		Shinta Bevan-Jones	208428

