

Leeds City Council
(referred to herein as 'the Council')

And

NHS Leeds South & East CCG
NHS Leeds North CCG
NHS Leeds West CCG

(collectively referred to herein as 'the CCGs')

**Partnership Agreement under Section 75 of the
National Health Service Act 2006**

Part 3 Schedule 1
Leeds Community Equipment Service
1/4/2014 -31/3/2017

1 HEALTH ACT FLEXIBILITIES

- 1.1 Under the terms of the governing Agreement, this Schedule 3 Part 1 defines the Partnering Arrangements to be used from the Commencement Date for the joint commissioning of services relating to Leeds Community Equipment Service that are the responsibility of either the Council or the CCGs.
- 1.2 The Individual Service specified in Appendix A of this Schedule 3 are to be provided from the Commencement Date under Section 75 of the 2006 Act Lead Commissioning Arrangements. Under these Lead Commissioning Arrangements, the Council will be responsible for commissioning the named services on behalf of the CCGs.
- 1.3 As Lead Commissioner and under these Partnership Arrangements, the Council will be responsible for commissioning services on behalf of the CCGs. Funds to purchase this Individual Service will be pooled between the CCGs and the Council to enable joint commissioning of services. Expenditure will be subject to the requirement that these funds are spent in a way that reflects the aims and financial contribution of each partner to the pooled commissioning budget.

- 1.4 The terms and conditions of the Agreement set out in Part 2 of this Partnership Agreement relating to health funding being devolved to the Council under Lead Commissioning Arrangements shall apply to the commissioning of the Individual Service relating to Leeds Community Equipment Service.
- 1.5 The Individual Service relating to Leeds Community Equipment Service and commissioned under these Partnership Arrangements will be delivered under the terms of the appropriate form of the Council's standard conditions of contract for community services and their attendant performance management arrangements, or equivalent partnership agreements.

2 AIMS & OBJECTIVES of the COMMISSIONING PARTNERSHIP

- 2.1 The specific Aims and Objectives of the Individual Service relating to Leeds South Unit, commissioned through this Agreement, are set out in Section 1 of Schedule 2. These will also apply to the relevant service contracts held by the Council (as the partner with Lead Commissioning responsibility).
- 2.2 The Partners are utilising the Health Act Flexibilities provided under the 2006 Act to support the delivery of a number of organisational and service benefits, including:
- Jointly commissioned services that meet the needs of Service Users and support delivery of improved outcomes;
 - Elimination of duplication and gaps in services, together with reduced levels of bureaucracy in the commissioning process, leading to a single point of contact for providers across health and social care;
 - Shared vision of service integration and common commissioning intentions and priorities in support of integrated service delivery;
 - Improved understanding of each Partner's commissioning intentions and Individual Service priorities; and
 - Agreed levels of investment in support of service integration and performance management.
- 2.3 The Partners' key Objectives in working together to commission the service include:
- Supporting the growing numbers of frail older people and people with long-term conditions or long term care needs.
 - Promoting social inclusion, and maximising independence
 - Supporting the provision of care closer to home and preventing hospital admission
 - Supporting the delivery of quality care at the end of life.

- 2.4 To deliver these Aims and Objectives, the Partners have agreed to use Section 75 commissioning arrangements to commission an integrated health and social care service to be provided jointly by Leeds City Council and Leeds Community Healthcare NHS Trust

3 INTENDED BENEFICIARIES

3.1 Intended beneficiaries

The intended beneficiaries of the Leeds Community Equipment Service are service users, adults and children, who are the responsibility of the Council and/or the CCGs and meet the defined eligibility criteria for one or more the specific service elements. Eligibility criteria for each service element are set out in Appendix 1- Service specification

3.2 Access routes

Access will be through the existing referral processes as described in Appendix 1– Service Specification

4. Governance and Accountability

- 4.1 With regard to jointly commissioned services for which the Council acts as Lead Commissioner, the Council will have delegated authority to manage all day to day contract and financial matters and to manage the provider relationship on behalf of the CCGs.
- 4.2 A joint commissioning strategic plan for Integrated Services will be developed setting out future commissioning and service development intentions and will inform the joint performance monitoring framework and future investment levels.
- 4.3 The Integrated Commissioning Executive will be responsible for overseeing the implementation and performance of the strategic plan and will report to the Health & Wellbeing Board, Transformation Board, or other bodies as required.
- 4.4 The lead commissioners from the Council and the CCGs will form The Leeds Community Equipment and Telecare Service Commissioning Board, which will include the Pooled Fund Manager and appropriate officers from each organisation. The Commissioning Board will meet on a six monthly basis to assess progress, receive provider monitoring reports, oversee the budget and address any issues. The commissioning board will routinely report performance exceptions and strategic issues to the Integrated Commissioning Executive making recommendations for action as necessary.

- 4.5** The Pooled Fund Manager shall be the Head of Commissioning -Adult Social Care.
- 4.6** Terms of reference for the Leeds Community Equipment and Telecare Service Commissioning Board are included as Appendix 3. The terms of reference describe the membership and specific responsibilities of the board, quoracy, relevant decision making majorities, and escalation procedures.
- 4.6** Any amendments or variations to the terms of reference for the commissioning board must be ratified by the Integrated Commissioning Executive.

5 RESOURCES & FINANCIAL PROCEDURES

5.1 Resources

- 5.1.1** Appendix 2 to this Schedule 1 shows the Individual Service elements and identifies the respective contributions to be made by the partners to each service element for the 2014/15 financial year.
- 5.1.2** The total value of the Individual Service relating to Leeds Equipment Service and jointly commissioned by the Partners under this Agreement shall be **£4,900,000**
- 5.1.3** Of this total value stated in paragraph 4.1.2:
- the Council's total financial contribution to S75 arrangements in the 2014/15 Financial Year for the commissioning of the Leeds Community Equipment Service shall be **£2,600,000**
 - the CCG's total financial contribution to S75 arrangements in the 2014/15 Financial Year for the commissioning of the Leeds Community Equipment Service will be **£2,300,000**
- 5.1.4** Sections 8 and 9 of Part 2 of the Agreement set out the Financial Arrangements governing the joint commissioning of services under S75 arrangements, including how Financial Contributions by the Partners are agreed and how they may be amended. Specifically, paragraph 9.9 of Part 2 of the Agreement defines the limitations on either Partner with regard to making any unilateral reduction in their investment levels.

5.2 Financial Planning

5.2.1 The Council as Lead Commissioner has delegated authority to undertake commissioning on behalf of the CCGs. The Lead Commissioner will ensure that any matters relating to the joint commissioning budgets that might have a material effect on income or expenditure are identified and reported to the Integrated Commissioning Executive (ICE) and Leeds Community Equipment and Telecare Service Commissioning Board, and are considered when setting the budget for the following Financial Year.

5.2.2 The Leeds Community Equipment and Telecare Service Commissioning Board will be responsible annually for drawing up a proposed budget for the following Financial Year for submission to the Integrated Commissioning Executive by no later than December of the preceding Financial Year. The proposed annual budget will take account of:

- § service enhancements or reductions based on local needs assessment, demographic changes etc.
- § the outcome of any relevant consultation activities with Leeds residents.
- § required efficiency and/or quality improvements.
- § the principle that no partner should reduce or withdraw funding to the detriment of the other partner.
- § local and national policy initiatives, including the introduction of the Better Care Fund
- § the imperative to achieve greater value for money through closer integration across health and social care

6 PERFORMANCE MANAGEMENT & COMMUNICATION

6.1 Performance management

6.1.1 A performance management framework will be maintained by the Commissioning Board for the monitoring and review of the jointly commissioned services. Key performance indicators will be part of the process and, based on the Council's (as the Lead Commissioner) existing performance management frameworks, will reflect required attainment of specific targets and outcomes as specified in Appendix 1 – Service Specification.

6.1.2 The performance management framework and KPIs will be reviewed during 2014/15 to ensure the appropriateness of the current measures in evaluating the performance of the service and demonstrating benefits of the commissioning partnership.

6.2 Communication

6.2.1. The key commissioning contact with regard to the Leeds Community Equipment Service is the Pooled Fund Manager. Formal inter-organisation contact for the partners will be through the following forums:

- Leeds Community Equipment and Telecare Service Commissioning Board meetings.
- Integrated Commissioning executive

6.2.2 In addition to meeting to formally review operational and contractual matters, officers of the Partners will develop, maintain and resource a positive working relationship with regard to the day to day oversight and management of the joint commissioning arrangements.

6.3 Information sharing

6.3.1 Performance information will be shared by the Partners in order to performance manage contracts for services. The sharing of information for performance management purposes will be governed by the Leeds Joint Information Sharing Protocol (set out at Appendix 1 to Part 2 of this Agreement), meeting the requirements of the Data Protection Act and Caldicott principles.

6.3.2 Specifically, data shared for the monitoring of the performance of the Partnership Agreement shall not enable the identification of individual Eligible Service Users.