

# **Lincolnshire County Council & NHS Lincolnshire**

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

### **Schedule 1**

#### **SERVICES FOR ADULTS WITH LEARNING DISABILITIES**

##### **SERVICE SCHEDULE**

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##### **SERVICE FRAMEWORK**

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## Service Schedule

### 1 HEALTH ACT FLEXIBILITIES

- 1.1 Under the terms of the governing Agreement, this Schedule defines the Partnering Arrangements to be used from the Commencement Date for the Lead Commissioning, Integrated Provision of services and Pooled Budget arrangements for Adults with Learning Disabilities ("AdLD") who are the responsibility of either the Council and/or the Trust.
- 1.2 The AdLD services and functions listed in the Service Framework are to be provided from the Commencement Date under Section 75 of the Health Act 2006 Integrated Provision, Lead Commissioning and Pooled Budget arrangements with the Council acting as provider and lead commissioner.
- 1.3 As Lead Commissioner and under these Partnership Arrangements, the Council will be responsible for commissioning services on behalf of the Trust. Funds to purchase services will be delegated by the Trust to the Council to enable joint commissioning of services via a Pooled Budget arrangement. Expenditure will be subject to the requirements that these funds are spent in a way that reflects the financial contribution of each partner to the commissioning budget and that required outcomes and outputs are met.
- 1.4 In addition, this Agreement includes the arrangements for the local agreed transfer of social care funds by the Trust to the Council as required by the Department of Health. This is referred to herein as the Valuing People Now transfer (the "VPN transfer").
- 1.6 The AdLD services commissioned under this agreement will be delivered under the terms of the appropriate form of the Council's standard conditions of contract.

### 2 AIMS & OBJECTIVES

- 2.1 The aim of the Partnership Arrangement is to **XXXXXX**
- 2.2 The Council aims to perform better in priority areas, spend less, and be more agile.
- 2.3 The Trust aims to **XXXXX**
- 2.4 The aim of the Council Adult Disability Strategic Commissioning Team is to ensure innovative, appropriate, cost effective and quality opportunities are available from a market that people have helped to shape and deliver. We do this by listening, talking, sharing and using our knowledge, skills and experience.

2.5 By working in partnership, the Council and the Trust are committed to:

- **increasing flexibility** in the delivery of services with greater emphasis on them being locally accessible, responsive and provided in a range of settings.
- **Expanding choice** through the commitment to develop the kinds of services that people need
- **A holistic approach** that requires partnership working to address ill health as well as other underlying influences on people's well-being such as housing, employment, education and training.

- Efficiency .....

2.6 The Commissioning Intentions of the Council are outlined within the Council's Adult Disability Commissioning Strategy 2010 - 2013, and are summarised under the key headings of:

- Ensuring Financial Effectiveness and Efficiency
- Personalisation
- Enabling Accessibility
- Increasing Quality and Performance

2.7 The NHS Lincolnshire Local Operating Plan 2010 – 2013 sets out the commissioning intentions that will be delivered through world class commissioning. The focus is on:

- maintaining and improving quality
- innovation
- productivity
- prevention

### **3 INTENDED COHORT**

3.1 In the context of this agreement a Learning Disability is defined, as published in Valuing People (Department of Health, 2001), as including the presence of:

1. A significantly reduced ability to understand new or complex information, to learn new skills (impaired intelligence), with;
2. A reduced ability to cope independently (impaired social functioning);
3. Which started before adulthood, with a lasting effect on development.

3.2 In the context of this agreement an Adult with Learning Disabilities is defined as a person aged over 18, who meets eligibility criteria and the above

3.1 An eligible Learning Disability need may include .....

3.2 ASD

3.3 PMLD

3.4 The cohort covered by this agreement is XXXX, but this number may fluctuate depending on current needs and demand. This Partnership Agreement covers all individuals aged over 18 years of age with an eligible Adult Social Care and/or health need.

## 4 PATHWAYS AND ACCESS

4.1 The Learning Disability pathway in Lincolnshire describes a whole system that supports individual needs within an integrated health and social care economy.

4.2 The Adult Social Care elements of the pathway fall until three distinct areas

- Prevention
- Reablement
- Maintenance

4.3 All individuals who can access Adult Social Care Learning Disability Services must be eligible to receive services under Fair Access to Care Services (FACS) criteria, the level of which will be decided by the Council

4.4 Referral into services can be made via a number of routes. Assessment under the NHS and Community Care Act 1990 must be open to all referrals in the initial instance.

4.5 The Council will determine that services governed by this agreement liaise with, support, and are supported with other Council and Health services, and other Universal and Specialist services commissioned or provided to support AdLD.

## 5 GOVERNANCE

5.1 Governance for the s75 agreement will be carried out by the Learning Disability Joint Commissioning Board. This overarching Board ensures that a co-ordinated approach is taken to commissioning and providing services in Lincolnshire for people with Learning Disabilities.

The Board meets on a monthly basis and monitors all aspects of the Section 75 agreement. This board comprises senior representatives of both the Council and the Trust and is also attended by other officers from both organisations as required.

- 5.2 In addition, both the Council and the Trust will link to the Learning Disability Partnership Board to add an additional layer of governance and accountability.
- 5.3 All relevant meetings will have appropriate Terms of Reference detailing aims and objectives, and roles and responsibilities.

## **6 PERFORMANCE MANAGEMENT**

- 6.1 Performance Management is an essential part of monitoring how well the s75 agreement is working, how well the partnership is working, identifying where action is needed, and demonstrating impact for AdLD, Carers, the Council, and the Trust.
- 6.2 Performance Management will be examined across a number of matrixes that demonstrate performance, competency, and quality.
- 6.3 The Council needs to report on a number of Performance Indicators (PIs) around or inclusive of Learning Disability Services.
- 6.4 The service framework contains a performance matrix. It is the responsibility of the Council to report on the PIs within the matrix on a monthly basis. This matrix will feed into the Learning Disability Performance Document that can be found in [Appendix X](#).
- 6.5 Performance will also be monitored through the outputs and outcomes matrices outlined below and in the service framework.
- 6.6 Performance will be monitored through the governance arrangements of the s75.

## **7 RESOURCES**

*This section notes how resources will be included within s75. These will be listed in the appendix*

- 7.1

## **8 FINANCES**

*Again this section discusses how finances will be transferred and looks at processes. The actual amounts will be listed in the appendix*

8.1

## 9 OUTPUTS

9.1 The outputs of the s75 agreement can be described as the tasks, roles and responsibilities of the Council and the Trust that are to be performed by the Council under this agreement.

9.2 The Council carries out **statutory Social Care and Health functions** for AdLD on behalf of the Council and the Trust under this agreement. These functions are:

- ASC Assessment
- Self Directed Support
- Safeguarding
- Reviews
- Professional Support
- Micro-commissioning
- Budget Management
- Transition Planning
- Financial Assessment
- Carers Assessment
- Brokerage
- Support Planning
- Health Action Planning
- Planning & Delivery Of Evidence Based Clinical Interventions
- Continuing Care Assessment
- Care Programme Approach Case Management
- Promote Referral & Discharge to Community Assertive Support Team and Assessment & Treatment

9.3 The Council and the Trust has also passed a number of key **provider functions** to the Council's operational team. These can be listed under the three headings of Prevention, Reablement and Maintenance. These functions are:

### **Prevention**

- Information
- Advice
- Tele Care
- Co-production

### **Reablement**

- LARS
- Assessment & Care Management
- Community Learning Disability Nursing

### **Maintenance**

- Day Opportunities
- Community Support
- Short Breaks
- Employment

9.4 Outputs will be monitored against the outputs matrix laid out in the service framework. Monitoring will be on a quarterly basis.

## **10 OUTCOMES**

10.1 The outcomes for the s75 agreement can be described as the end result of the outputs for AdLD, the Council, and the Trust.

10.2 The outcomes are set against the Department of Health 7+2 outcomes.

10.3 The outcomes sought through the s75 agreement are laid out in the table below:

<b>Outcome</b>	<b>Service Requirements</b>
<b>Improved Health and Emotional Well-Being</b>	<p>To promote healthy living and reduce health inequalities among people with an eligible Social Care Learning Disability need.</p> <p>To ensure appropriate access to health services including planning and delivery of evidence based clinical interventions</p> <p>To carry out statutory function in relation to health tasks and responsibilities supported by this agreement.</p> <p>The partnership will support all individuals with an eligible Social Care Learning Disability need to:</p> <ul style="list-style-type: none"><li>• Have access to health action planning</li><li>• Enjoy good physical and mental health (including protection from abuse and exploitation).</li><li>• Have access to appropriate treatment and support in managing health conditions and needs</li><li>• Gain and maintain opportunities for physical activity.</li></ul>
<b>Improved Quality Of Life</b>	<p>To promote opportunities for leisure, socialising and life-long learning, and to ensure that people are able to get out and about and feel safe and confident inside and outside their homes.</p> <p>The partnership will ensure that services and</p>

	<p>opportunities are delivered in a way that places individual needs first and foremost on all occasions and in whatever circumstance.</p> <p>The partnership will promote a pathway to independence for AdLD.</p> <p>The partnership will ensure that AdLD have the opportunity to develop personal relationships with others that build and develop a positive self esteem and develop social interactive skills.</p> <p>The partnership will promote individuals to be independent, and utilise self directed support wherever possible.</p>
<p><b>Making a Positive Contribution</b></p>	<p>To encourage opportunities for active living including getting involved, influencing decisions and volunteering.</p> <p>The partnership will promote and support co-productive practise, and involve individuals at every opportunity</p> <p>The partnership will encourage citizenship and promote individuals to be part of society and their community</p> <p>The partnership will support advocacy and self advocacy to ensure all individuals have a voice, and that voices are listened to and acted upon.</p>
<p><b>Increased Choice and Control</b></p>	<p>To enable people to live independently, exercising choice and control over their lives</p> <p>The partnership will ensure that the Putting People First, Personalisation and self directed support agendas are supported across health and social care within current legal frameworks.</p> <p>The partnership will focus on supporting individuals to live independently and without social exclusion.</p> <p>The partnership will ensure that all services and opportunities can be delivered through choice, and in a person centred manner</p> <p>The partnership will ensure that adequate information is available to those who use services in relevant formats</p>
<p><b>Freedom from Discrimination and Harassment</b></p>	<p>The partnership will ensure equitable access to services and opportunities, and freedom from discrimination or harassment.</p> <p>The partnership will ensure that all statutory safeguarding functions are adhered to.</p>



<p><b>Economic Well-Being</b></p>	<p>The partnership will support opportunities for employment and to enable people to maximise their income and secure accommodation which meets their needs.</p> <p>The partnership will seek to ensure that financial assessments maximise incomes for individuals.</p>
<p><b>Maintaining Personal Dignity and Respect</b></p>	<p>The partnership will ensure good quality, culturally appropriate support, preventing abuse of service users occurring wherever possible, dealing with it appropriately and effectively if it does occur</p> <p>The partnership will ensure that all services and opportunities under the agreement are delivered in a way that respects and safeguards an individual's dignity at all times.</p>
<p><b>Leadership</b></p>	<p>The partnership will ensure that there is a clear vision for health and social care for AdLD in Lincolnshire.</p> <p>The partnership will ensure input, support and governance with the Council's Full Council and Executive, and with NHSL Board</p>
<p><b>Commissioning and Use of Resources</b></p>	<p>The partnership will ensure that commissioning is developed in a person centred, co-productive manner.</p> <p>The partnership will ensure that a stable market that meets the needs of the local health and social care economy is prevalent.</p> <p>The partnership will ensure that all resources are maximised and utilised effectively and efficiently</p> <p>The partnership will ensure that corporate targets set by both NHSL and LCC are met, and monitored.</p> <p>The partnership will ensure proper financial modelling and accounting is in place across the pooled budget.</p> <p>The partnership will ensure that all staff involved in delivering services and opportunities are suitably and appropriately qualified and trained and effectively utilised.</p>

## 11 RISK MANAGEMENT

Outlines the need for risk management and looks at how this will be fulfilled, monitored and mitigated and who is responsible

# **SERVICE FRAMEWORK**

## **Appendices:**

Appendix 1 – Pathways

Appendix 2 – Service Model

Appendix 3 – Performance

Appendix 4 – Finance

Appendix 5 – Outputs

Appendix 6 – Outcomes

Appendix 7 – Risk Register

## APPENDIX 1 – PATHWAYS

The joint LD pathway will appear here

## **APPENDIX 2 SERVICE MODEL**

### **2 SERVICE MODEL**

2.1 The LD service model can be divided into three parts

2.2 Prevention

- Universal Services
- Information
- Advice
- Peer Support
- Low Level Intervention
- Telecare

2.3 Reablement

- Crisis Management
- Early Intervention
- Reablement
- Assessment
- Care Management

2.4 Maintenance

- Self Directed Support
- Support Planning
- Community Support
- Residential/Nursing Care
- Day Opportunities
- Employment Services

**APPENDIX 3 PERFORMANCE**

<b>Ref.</b>	<b>Description</b>	<b>Reporting Level (other than ASC Service Plan)</b>
<b>NI 130</b> (ASC)	Social Care clients with learning disabilities receiving Self-Directed Support (Direct Payment, Personal Budget or Individual Budget)	RAP Return LAA Council Business Plan NHS Vital Signs
<b>NI 132 - now Local Indicator 12</b> (ASC)	Timeliness of social care assessment provided to adults with learning disabilities	RAP Return Council Business Plan NHS Vital Signs
<b>NI 133 - now local indicator 13</b> (ASC)	Timeliness of social care packages provided to adults with learning disabilities	RAP Return Council Business Plan NHS Vital Signs
<b>NI 135</b> (ASC)	Services for carers of adults with learning disabilities including information and advice	RAP Return LAA Council Business Plan NHS Vital Signs
<b>NI 136</b> (ASC)	Number of adults with learning disabilities supported to live independently through social services	RAP Return GFS1 Return Council Business Plan NHS Vital Signs
<b>NI 145</b>	Number of learning disability clients in settled accommodation	
<b>NI 146</b>	Number of learning disability clients aged 18 to 64 years in employment	
<b>AS: L???????</b>	The percentage of single adults with learning difficulties going into permanent residential and nursing care who were allocated single rooms	
<b>AS: LI4 (C73)</b>	The number of adults with learning disabilities aged 18-64 admitted on a permanent basis in the year to residential or nursing care	ASC-CAR Return
<b>AS: L15</b>	The percentage of people with learning disabilities receiving a statement of their needs and how they will be met	
<b>AS: LI7 (D40)</b>	The number of adults with learning disabilities receiving a Review as a percentage of those receiving a service	RAP Return

<b>AS: L???????</b>	The number of adults with learning disabilities receiving services	
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## **APPENDIX 4      FINANCE**

A breakdown of the finance will appear here – i.e. who is putting in what and for what

## APPENDIX 5      OUTPUTS

The Council is required to capture and collate a range of output related information, which must be made available to the Trust as part of Joint Commissioning Board meetings and / or contract management and monitoring meetings:

OUTPUT DESCRIPTION	TARGET	TIMESCALE
Number of referrals received during the reporting period and source of referral.		Quarterly.
Number of referrals rejected and the reasons for this.		Quarterly.
Number of service users and carers given information and advice about alternative services.		Quarterly.
Details about service users referred to alternative services that do not form part of this Contract including details of the number of people referred and agency / service involved.		Quarterly.
Number of individuals accessing the service via self-directed support funding arrangements (Direct Payment, Personal Budget or Individual Budget).		Quarterly.
Number of service users utilising the service during the reporting period, categorised in line with the six Equality and Diversity Strands plus details of the location of individuals: <ul style="list-style-type: none"> <li>• Age;</li> <li>• Gender;</li> <li>• Ethnicity</li> <li>• Category of disability;</li> <li>• Religion;</li> <li>• Sexual orientation;</li> <li>• Location.</li> </ul>		Quarterly.
Age profile of carers of adults with learning disabilities.		Quarterly.
Number of service user and carer Assessments completed during the reporting period.		Quarterly.



Number of service users and carers with a written Care Plan.	100%	Quarterly.
Number of reviews of service users or carers Care Plans completed as a percentage of all service users and carers.		Quarterly.
The number of adults with learning disabilities with a Person Centred Plan as a percentage of those receiving a service.		Quarterly.
Number of service users and carers signposted to local Support Groups and details of these Support Groups.		Quarterly.
Number of Carers referred / signposted to the Carers Team.		Quarterly.
Number of service users with a Health Action Plan.		Quarterly.
Number of service users supported to access health services including clinical interventions.		Quarterly.
Number of service users supported to obtain a qualification (to state the level achieved).		Quarterly.
Number of service users supported to begin work experience or work placement opportunities.		Quarterly.
Number of service users supported to apply for and begin voluntary work in a mainstream organisation / company.		Quarterly.
Number of service users supported to apply for paid employment.		Quarterly.
Number of service users supported to begin paid employment: <ul style="list-style-type: none"> <li>• Full time (16 hours and over per week).</li> <li>• Part time work (under 16 hours per week).</li> </ul>		Quarterly.
Number of service users supported to begin accessing mainstream sports, exercise, arts, cultural or other leisure groups or facilities (to define).		Quarterly.

Number of service users supported to develop and / or strengthen positive relationships with family, friends and their local community.		Quarterly.
Number of complaints received per month and number of complaints resolved per month.		Quarterly.
Number of safeguarding concerns reported to the Safeguarding Team and outcomes achieved.		Quarterly.
Where relevant, proportion of staff recruitment panels that include service users and / or carers.		Annually.
Number of service users and carers providing training for learning disability service staff.		Annually.
Proportion of people employed in the service who have learning disabilities.		Annually.
Number of service users and carers involved in service design, delivery, management, review and development.		Annually.

## APPENDIX 6 OUTCOMES

The Council is required to capture and report service user and carer outcomes to the Trust as part of Joint Commissioning Board meetings and / or contract management meetings.

Various methodologies and measures will be put into operation by the Council to gather feedback regarding outcomes achieved by service users and carers such as reviews of individual Care Plans, person centred plans, case studies, user focus group, advocate service, satisfaction surveys, other engagement measures and audit reports.

The Council is responsible for determining the most appropriate mechanisms to be applied in order to capture the range of service user and carer outcomes including those listed below (not an exhaustive list).

OUTCOME	OUTCOME MEASURE	REPORTING TIMESCALE
<b>Improved Health and Emotional Well-Being:</b> Service users and carers state that they are as healthy as they can be.	Service users report that they have improved physical, mental and emotional health and well-being (including protection from abuse and exploitation) since accessing the service.	Six monthly.
	Service users report that they have been able to access appropriate treatment to manage their health conditions and needs.	Six monthly.
	Service users and carers report that the service has enabled them to gain and / or maintain opportunities for physical activities.	Six monthly.
<b>Improved Quality of Life:</b> Service users and carers state that they are able to live fulfilled lives.	Service users and carers report that the support they have received is responsive to their needs and promotes pathways to independence.	Six monthly.
	Service users report that they have been supported to develop social interactive skills and are better equipped to community and build relationships with their relatives, friends, local community and professionals involved in their lives.	Six monthly.
	Service users and carers report that their self esteem has improved.	Six monthly.
	Service users report that they are able to access ordinary housing, transport, life-long learning. Leisure, information and services that promote well-being.	
	Service users report that the service is supporting them to achieve their personal goals.	

OUTCOME	OUTCOME MEASURE	REPORTING TIMESCALE
<b>Making a Positive Contribution:</b> Service users and carers state that they are able to participate as full and equal members of their community.	Service users and carers report that they are engaging with and participating in their local community.	Six monthly.
	Service users and carers report that they have been given opportunities to become involved in the service, such as volunteering, advocacy and self advocacy, and to influence organisational and service decision-making.	Six monthly.
<b>Increased Choice and Control:</b> Service users and carers state that they live independently and are able to exercise the same choice and control over their lives as other members of their community.	Service users and carers report that they have developed and / or enhanced their independent living and decision-making skills.	Six monthly.
	Service users and carers report that they have access to reliable and accessible information, which enables them to exercise choice and control with their daily lives.	Six monthly.
	Service users and carers report that they are supported to live independently and without social exclusion.	Six monthly.
	Service users and carers report that services and opportunities are delivered in a person centred manner.	
<b>Freedom from Discrimination and Harassment:</b> Service users and carers state that they have equitable access to services and the same opportunities as other members of their community.	Service users and carers report that they have as equal a chance as their community to live free from avoidable harm, fear, discrimination and prejudice.	Six monthly.
<b>Economic Well-Being:</b> Service users and carers state that they are able to maximise their income within a stable housing environment.	Service users and carers report that they have the opportunity to achieve economic well-being and have access to work and / or benefits as appropriate.	Six monthly.
	Service users and carers report that they are living in accommodation that meets their needs.	Six monthly.
	Service users report that they are supported to manage day-to-day activities such as dealing with correspondence, bills, benefits, accommodation upkeep etc.	Six monthly.

OUTCOME	OUTCOME MEASURE	REPORTING TIMESCALE
<b>Maximising Personal Dignity and Respect:</b>	Service users and carers report that the support they have received meets their religious and cultural needs.	Six monthly.
Service users and carers state that they feel valued by others.	Service users and carers report that they are treated with respect and listened to, and have a sense of self worth and are valued by others.	Six monthly.

**APPENDIX 7 RISK REGISTER**

<b>No.</b>	<b>Risk Description</b>	<b>Impact</b>	<b>Likelihood</b>	<b>Overall Risk Score</b>	<b>Mitigation</b>	<b>Residual Risk</b>	<b>Risk Owner</b>
<b>R1</b>	Inability to deliver against efficiency savings programme	5	3	15	<ul style="list-style-type: none"> <li>Achievement against the efficiency savings programme target to be monitored monthly by the Mental Health Governance Board (MHGB)</li> </ul>	9 (3x3)	
<b>R2</b>	Underachievement against national and locally agreed targets for MH provisions	4	3	12	<ul style="list-style-type: none"> <li>Monthly performance report monitoring by the JCB is in place.</li> <li>Under performance discussed with management from relevant service area at MHGB meetings</li> </ul>	6 (3x2)	
<b>R3</b>	LCC and Lincolnshire Partnership Foundation Trust (LPFT) are unable to agree to measures to deal with any overspend	4	3	12	<ul style="list-style-type: none"> <li>The Partnership Agreement has provision for how to settle disputes in relation to overspends, and how to allocate liability where agreement cannot be reached.</li> </ul>	6 (2x3)	
<b>R4</b>	Lack of flexibility in the agreement to respond to shifting priorities	4	2	8	<ul style="list-style-type: none"> <li>There will be a provision within the Section 75 Agreement for individual agreements to be reviewed to reflect changed</li> </ul>	4 (2x2)	

					circumstances. If variations cannot be agreed, there is also provision for termination.		
<b>R5</b>	Recruitment and retention of clinical / qualified social care staff causes destabilisation of service provision	4	3	12			