

**Project Schedule
Commissioning Carers' Services**

NHS Brent
And
London Borough of Brent

1.0 Background and purpose of Project Schedule

- 1.1 In November 2004 the Council Executive & NHS Board agreed that NHS Brent and Brent Council establish a framework partnership agreement to enable them to work together to improve health and well-being and develop flexible funding and working arrangements. The framework agreement enables the two agencies to establish a number of section 75 agreements (including pooled funds) under the Health Act 2006.
- 1.2 The partners now wish to set up a pooled fund to jointly commission carer services in the London borough of Brent for the period 2009-2011 with joint commissioning arrangements (pursuant to Section 75 National Health Services Act 2006)
- 1.3. The Partners will review the joint commissioning arrangements at the end of the financial year 2009/10 and establish lead commissioning by the Council should this be deemed a more effective and efficient way of commissioning services.
- 1.4 Under the framework partnership agreement to establish additional S75 agreements the following process must be followed this is set out from section 2.0:
- 1.4.1 Consultation must be carried out with key stakeholders before establishing each individual Project
- 1.4.2 A Project Schedule which sets out the consultation that has been undertaken and shall include provision in relation to the following matters in so far as they are not already adequately covered by the clauses of the framework partnership agreement.

2.0 PROJECT SCHEDULE

2.1 Aims & outcomes of the arrangements in the Project

- 2.3 The partners have a strong commitment to support carers and recognise the need to work together to deliver better outcomes for

carers. The partners believe entering into this agreement will deliver the following benefits:

- Facilitate more seamless, integrated service delivery
 - Carers will have timely access to services
 - Carers will have more control and access to range of services
 - Make best use of available resources
 - Less duplication of services
 - More strategic approach to commissioning services
 - More room for creative and innovative approaches as more funding available
 - Room for newer service providers to come in and have a market share
 - Help tackle cross cutting issues in a co-ordinated and planned way
 - Promote carer involvement
 - Improve user/carers experience of using health and social care services
- 2.4 The partners believe using this mechanism will provide the opportunity for the partners to contribute to a shared strategic vision, improve the management of finances through longer term planning and allocation of resources.
- 2.5 The Partners have carried out the consultation with stakeholders described in appendix 1.
- 2.6 Approval to enter into this agreement has been given by the Health & Social Care Partnership Board Council Executive meeting on 26 May 2009 and NHS Brent Board in June 2009.
- 3.0 The Partnership Arrangements**
- 3.1 The Partners hereby agree to establish the Partnership Arrangements to jointly commission a range of Carers' Services aimed at improving Carers health and well-being from voluntary sector providers.
- 3.2 From 1 April 2009 until the termination of this Agreement the Partnership shall jointly commission a range of Carers' Services to achieve the aims and desired outcomes set out in Appendix 2
- 3.2 Carers' Services will be jointly commissioned following extensive consultation with key stakeholders (also as part of the review of Brent Carers Strategy which identifies key priorities for supporting carers in Brent), needs mapping and review of services and market supply.
- 3.3 The Partners will contribute financial and other resources set out in this Agreement to be used only for the purposes for which they are contributed.
- 3.4 The Partners have established the Pooled Fund to be managed by the Pooled Fund Manager (Carers Commissioning Manager).

3.5 The Carers Commissioning Manager will be funded jointly by the Partners and be managed by the local authority as the lead commissioning body.

3.5 The Partners have established the governance arrangements described in clause 6.0.

4.0 Financial arrangements

4.1 The financial resource contribution by the partners for the period 2009-2011 is listed below:

Financial year	LA contribution £	NHS Brent Contribution £	Pooled Budget £
2009/10	596,750K	122,070K	718,820K
2010/2011	608,685K	205,920K	814,605K

4.2 This Agreement gives effect to the establishment of a Pooled Fund that will be managed by the Council which is the host authority for the Pooled Fund for the purposes of Regulation 6(4) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000.

4.3 The Partners agree to pay their agreed annual contribution to the Council and shall pay their contribution in two equal instalments on from 1st April and 1st October in each Financial Year as a direct bank credit transfer.

4.4 Additional financial contributions from the partners will be accepted into the Pooled Fund to be utilised for funding provision of Carers' Services irrespective of the Prescriber.

5.0 Duration and termination of the agreement

5.1 This Agreement shall be effective from 1st April 2009 until 31 March 2011. This Agreement may be extended by agreement between the Partners annually as at 31st March for periods of one year up to a maximum of 2 further years.

5.2 Any extension of this Agreement must be evidenced in writing by exchange of letters taking place before this Agreement or any extension terminates.

5.3 Either Partner may at any time by notice in writing to the other Partner terminate this Agreement as from the date of serving of such notice whenever one of the following events occurs:

- A change in legislation preventing a Partner from fulfilling its obligations under this Agreement;
- Fulfilment of a Partner's obligations would contravene any guidance from the Secretary of State;

- For budgetary reasons, the Partner is no longer able to contribute sufficient resources to the Partnership Arrangements.

5.4 This Agreement may be terminated by either Partner with at least 6 months written notice to terminate; such notice shall state the reason why the Partner has decided to serve it.

6.0 Governance

6.1 The Partnership Arrangements and Service are supported by a borough-wide partnership group and a Senior Officer Group.

6.1.1 Carers Priority Action Group (“the Carers Partnership Board) Carers Grant & Commissioning Decision Panel Group (Decision Panel Group)

6.1.2 The governance structure for the Partnership Arrangements set out in Appendix 2 contains the terms of reference of the Partnership Board and the Carers Grant & Commissioning Decision Panel Group. The Carers’ Partnership Board will be scheduled to meet as a minimum on a bi monthly basis and the Decision Panel Group quarterly basis.

6.2 The Pooled Fund Manager (Carers’ Commissioning Manager) will be managed by the local authority’s Head of Service Development and Commissioning Unit. The Commissioning Manager will monitor the day-to-day management and performance of the Agreement and will report to the Partnership Board on a regular basis and/or as and when requested.

7.0 Eligibility Criteria

The Eligibility Criteria set out in Appendix 3 will govern access to the Service. (Carers providing regular and substantial care)

8.0 Method of Delivery

Services will be commissioned from a range of organisations primarily within the voluntary sector to deliver support to meet the holistic needs of carers.

9.0 Service Management and monitoring

9.1 The Council will assume day to day responsibility for monitoring the Service Providers. The service providers will in turn will internally monitor and report on performance and quality aspects of their services to the Council and the Pooled Fund Manager in accordance with the Service Specification.

9.2 The Council shall provide and employ an adequate number of properly and sufficiently qualified and competent staff to oversee and monitor the performance of Service Providers and the operation of the Pooled Fund. (Carers Commissioning Manager & Carers Monitoring Officer)

- 9.3 Service Providers commissioned will be subject to an annual monitoring meeting by the Monitoring Officer (to be held no later than the third quarter of operation). A standing agenda will be agreed by the Carers Partnership Board and will include:
- Quality standards (including complaints and compliments)
 - Carers' feedback
 - Performance standards
 - Financial position
- 9.2 Organisations commissioned will also be required to submit information on a quarterly basis relating to their level of activity (e.g the numbers of carers accessing their services broken down by ethnicity age and gender)
- 9.3 The Carers Commissioning Manager will also report summary information to the Carers Partnership Board and the Carers Grant Decision Panel Group at least twice a year.
- 9.4 The Carers Commissioning Manager or Organisations commissioned may call meetings over and above the regular meetings to discuss particular issues.

10. Pooled Fund Management

The Fund manager for the Pooled Fund for the purposes of Regulation 12(4) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 is the Pooled Fund Manager (Carers Commissioning Manager). The Pooled Fund Manager will be responsible for:

- Managing the Pooled Fund in accordance with the arrangements set out in this Clause;
 - Submitting to the Partners monthly management reports on the Pooled Fund, an annual return and all other information required by the Partners in order to monitor the Pooled Fund.
- 10.1 The monies in the Pooled Fund may be expended on goods and services without regard to the proportions in which the Council and the PCT shall have contributed to the Pooled Fund.
- 10.2 The Pooled Fund management reports shall include annual projects based on actual usage alerting the Partnership Board to potential under and over spends. However because services will be commissioned there is likely to be no over or underspends.
- ## **11. Overspends and Underspends**
- 11.1 The Council, PCT, Commissioned Services and the Carers Commissioning Manager shall use all reasonable endeavours to

ensure that Joint Functions are carried out within the financial resource contributions of the Partners in each Financial Year.

- 11.2 Whenever an overspend is projected the Pooled Fund Manager shall provide the Partnership Board within a reasonable period of such overspend being projected with proposals for management of the overspend to ensure that the overspend is met from the financial resource contributions of the partners available in the current Financial Year. This plan should initially look at reducing costs but may include securing additional funds.
- 11.3 If in spite of the provisions of Clauses 11.1 -11.2 there is an overspend at the end of any Financial Year the overspend shall be met as follows:
- The Carers Grant & Carers Commissioning Panel Group will seek to agree the proportion to be met by each Partner but in the event that agreement cannot be reached the additional funding to be contributed by each Partner shall be in proportion to the actual
- 11.4 In event that there are any underspends on the Pooled Fund in any Financial Year the underspends shall be returned to the partners unless the Partners agree that the underspends shall be retained and /or carried over into the Pooled Fund for the next Financial Year.
- 11.5 In the event that it is agreed that the underspends shall be returned to the Partners this shall be in the proportions in which the Partners contributed to the Pooled Fund, in the Financial Year in which the underspend occurred, unless alternative proportions shall be agreed between the Partners.
- 11.6 This clause is subject to any limitations imposed by law or guidance or the standing financial instructions or other probity requirements of the Partners.

12. Annual Review

The Partners shall formally review this Agreement on an annual basis. This review should take place no later than 31st March each year and be carried out with reference to the performance indicator for carers.

14. Annual Statements

- 14.1 By 31 October each year the Council shall supply the Partners with an audited statement of the full cost of the service. If the statement shows any under or over payment this shall be taken into account in the next payment due from each Partner to which the under or over payment refers.

15. VAT

- 15.1 As the Council will be the host organisation for the Pooled Fund, this Agreement will be subject to the VAT rules and regulations which apply to the Council.

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