

DATED 1ST APRIL 2014

SECTION 75 AGREEMENT

between

NHS NORTHERN EASTERN AND WESTERN DEVON CLINICAL COMMISSIONING GROUP OF

**NEWCOURT HOUSE, OLD RYDON LANE, EXETER, DEVON, EX2 7JU (NEW DEVON
CCG)**

and

SOUTHERN DEVON AND TORBAY CLINICAL COMMISSIONING GROUP OF

POMONA HOUSE, OAK VIEW CLOSE, TORQUAY, DEVON, TQ2 7FF(SD&T CCG)

and

DEVON COUNTY COUNCIL OF

**SOCIAL SERVICES DIRECTORATE, THE ANNEXE, COUNTY HALL, TOPSHAM ROAD, EXETER,
DEVON, EX2 4QR (THE AUTHORITY)**

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THIS DEED is dated 1st April 2014

Parties

- (1) NHS Northern Eastern and Western Devon Clinical Commissioning Group of
Newcourt House
Old Rydon Lane
Exeter
Devon
EX2 7JU (NEW DEVON CCG)
- (2) Southern Devon And Torbay Clinical Commissioning Group of
Pomona House
Oak View Close
Torquay
Devon
TQ2 7FF(SD&T CCG)
- (3) Devon County Council of
Social Services Directorate,
The Annexe,
County Hall,
Topsham Road,
Exeter,
Devon,
EX2 4QR (the Authority)

BACKGROUND

- (A) Section 75 of the National Health Service Act 2006 contains powers enabling NHS bodies (as defined in section 275 of the NHS Act 2006) to exercise certain local authority functions and for local authorities to exercise various NHS functions. The Partners are entering into this Agreement in exercise of those powers under and pursuant to the NHS Regulations 2000.
- (B) The Partners are committed to better integration of the NHS Functions and the Authority Health-Related Functions, and therefore wish to enter into the arrangements under this Agreement.
- (C) This Agreement provides the framework within which the Partners will work together to achieve the Aims and Outcomes.

AGREED TERMS

1. DEFINITION AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement: this Agreement between the NEW Devon CCG, the SD&T CCG and the Authority comprising these terms and conditions together with all schedules attached to it.

Aims and Outcomes: the objectives of the Partners, setting out how the Partnership Arrangements are likely to lead to an improvement in the way the Functions are exercised, as described in Schedule 1.

Annual Development Plan: has the meaning set out in clause 7.

Authority Health-Related Functions:

the functions contained in:

1. The Carers & Disabled Children Act 2000 – Section 1
2. The Carers (Recognition & Services) Act 1995
3. Disabled Persons (Services Consultation & Representation) Act 1986 – Section 8
4. Carers (Equal Opportunities) Act 2004

Authority's Authorised Officer: Strategic Director, People.

Authority's Financial Contribution: the Authority's financial contribution for the relevant Financial Year. The Authority's Financial Contribution for the First Financial Year is set out in Schedule 3.

Change in Law: a change in Law that impacts on the Partnership Arrangements, which comes into force after the Commencement Date.

Commencement Date: 1 April 2014.

Data Protection Legislation: this includes:

- (a) the Data Protection Act 1998 (**DPA 1998**);
- (b) Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (c) the Regulation of Investigatory Powers Act 2000;
- (d) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*);
- (e) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector;
- (f) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2003/2426*); and
- (g) all applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable.

Dispute Resolution Procedure: the procedure set out in clause 31.

Financial Contributions: the financial contributions of the Partners as set out in Schedule 3.

Financial Year: 1 April to 31 March.

First Financial Year: 1 April 2014 to 31 March 2015.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation.

Functions: the NHS Functions and the Authority's Health-Related Functions.

Host Partner: the host partner for the Functions under this Agreement.

Information: has the meaning given under section 84 of FOIA.

Information Sharing Protocol: the protocol describing how the Partners will share Information contained in Schedule 6

Initial Term: the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date.

Law: any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body.

NHS Act 2006: National Health Service Act 2006.

NHS Functions: shall have the meaning set out in regulation 5 of the NHS Regulations 2000.

NHS Bodies: the NEW Devon CCG and the SD&T CCG.

NHS Bodies' Authorised Officers: Paul O'Sullivan for the NEW Devon CCG and Simon Tapley for the SD&T CCG.

NHS Bodies' Financial Contributions: the NHS Bodies' financial contributions for the relevant Financial Year. The NHS Bodies' Financial Contributions for the First Financial Year is set out in Schedule 3.

NHS Regulations 2000: the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (*SI 2000/617*).

Partner: either of the NHS Bodies or the Authority, and "**Partners**" shall be construed accordingly.

Partnership Arrangements: the arrangements made between the Partners under this Agreement.

Personal Data: shall have the same meaning as set out in the DPA 1998.

Pooled Fund: a pooled fund comprising the Authority's Financial Contribution and the NHS Body's Financial Contribution for the Services designated in Schedule 3, out of which payments may be made by the Authority towards expenditure incurred in the exercise of the Functions.

Pre-Existing Contracts: as set out in Schedule 7.

Quarter: one of the following periods in each Financial Year:

- (a) 1 April to 30 June;
- (b) 1 July to 30 September;

- (c) 1 October to 31 December; and
- (d) 1 January to 31 March.

Regulatory Body: those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Authority.

Relevant Transfer: a relevant transfer under TUPE.

Representative: a Partner's employee, agent or subcontractor and any employee of the other Partner who is seconded to the Partner and is acting in accordance with the Partner's instructions.

Request for Information: a request for Information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations 2004 (*SI 2004/3391*) (**EIR**).

Service Provider: a third-party provider of any of the Services, as commissioned by either of the NHS Bodies or the Authority before the Commencement Date or the Authority from the Commencement Date.

Service Users: individuals who are eligible to receive the Services, as more particularly described in Schedule 2.

Services: the services to be delivered by or on behalf of the Partners under this Agreement, as more particularly described in Schedule 2.

Term: the period of the Initial Term as may be varied by:

- (a) any extensions to this Agreement that are agreed under clause 3; or
- (b) the earlier termination of this Agreement in accordance with its terms.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

VAT Guidance: the guidance published by the Department of Health entitled "VAT arrangements for Joint NHS and Local Authority Initiatives including Disability Equipment Stores and Welfare- Section 31 Health Act 1999" as amended or replaced from time to time.

Working Day: any day other than Saturday, Sunday, a public or bank holiday in England.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.

- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes faxes and secure e-mail.
- 1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.10 References to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

2. COMMENCEMENT AND DURATION

The Agreement shall take effect on 1st April 2014 and shall continue for the Term.

3. EXTENDING THE INITIAL TERM

The Partners may extend this Agreement for a period and on varied terms as they agree, beyond the Initial Term, subject to approval of the Partners' boards.

4. PARTNERSHIP ARRANGEMENTS

- 4.1 The Partners enter into these Partnership Arrangements under section 75 of the NHS Act 2006 to commission integrated health and social care services to better meet the needs of the Service Users of Devon (not including the authorities of Plymouth and Torbay) than if the Partners were operating independently.
- 4.2 The specific Aims and Outcomes of the Partnership Arrangements are described in Schedule 1.
- 4.3 The Partnership Arrangements shall comprise:
- (a) the delegation by the NHS bodies to the Authority of the NHS Functions, so that it may exercise the NHS Functions alongside the Authority Health-Related Functions and act as commissioner of the Services described in Schedule 2;
 - (b) the establishment of Pooled Funds for the Services described in Schedule 2.
- 4.4 The Authority shall host and provide the financial administrative systems for the Pooled Fund.
- 4.5 The Authority shall appoint a Pooled Fund manager, who shall be responsible for:
- (a) managing the Pooled Fund on behalf of the Partners;

- (b) managing expenditure from the Pooled Fund within the budgets set by the Partners and in accordance with the Annual Development Plan; and
 - (c) submitting quarterly reports and an annual return to the Partners, to enable them to monitor the success of the Partnership Arrangements.
- 4.6 In accordance with Regulation 4(2) of the NHS Regulations 2000, the Partners have carried out a joint consultation on the proposed Partnership Arrangements with Service Users, and other individuals and groups who appear to them to be affected by the Partnership Arrangements.
- 4.7 Nothing in this Agreement shall prejudice or affect:
 - (a) the rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity;
 - (b) the powers of the Authority to set, administer and collect charges for any Authority Health-Related Function; or
 - (c) the Authority's power to determine and apply eligibility criteria for the purposes of assessment under the Community Care Act 1990.

5. DELEGATION OF FUNCTIONS

- 5.1 For the purposes of the implementation of the Partnership Arrangements, the NHS bodies hereby delegate the exercise of the NHS Functions to the Authority to exercise alongside the Authority's Health-Related Functions and act as lead commissioner for:
 - (i) Provision of short breaks for carers and
 - (ii) Provision of health and wellbeing checks for carers and
 - (iii) Otherservices for carers. As described in Schedule 2 and Addendum 1.
 - (iv) Other services for carers - developmental.

- 5.2 Additional services may be brought within the scope of this Agreement during the Term by agreement.

6. SERVICES

- 6.1 The Authority is the Host Partner for the Partnership Arrangements, and agrees to act as lead commissioner of the Services listed in clause 5.1.
- 6.2 The Authority shall provide the Services or procure that they are provided and shall be accountable to the NHS bodies for the NHS Functions for the benefit of Service Users:
 - (a) to ensure the proper discharge of the Partners' Functions;(b) with reasonable skill and care, and in accordance with best practice guidance;(d) in all respects in accordance with the Aims and Outcomes, the performance management

framework, the provisions of this Agreement in accordance with its standing orders or other rules on contracting; and(e) in accordance with all applicable Law.

7. ANNUAL DEVELOPMENT PLAN

7.1 The Partners shall prepare an Annual Development Plan for each of the Services at least four weeks before the start of the Financial Year. The Annual Development Plan shall:

- (a) set out the agreed Aims and Outcomes for the specific Services;
- (b) describe any changes or development required for the specific Services;
- (c) provide information on how changes in funding or resources may impact the specific Services; and
- (d) include details of the estimated contributions due from each Partner for each Service and its designation to the Pooled Fund.

7.2 The Annual Development Plan shall commence on 1 April at the beginning of the Financial Year and shall continue for 12 months.

7.3 The Annual Development Plan may be varied by written agreement between the Partners. Any variation that increases or reduces the number or level of Services in the scope of the Agreement shall require the Partners to make corresponding adjustments to the NHS bodies' Financial Contribution and the Authority's Financial Contribution.

7.4 If the Partners cannot agree the contents of the Annual Development Plan, the matter shall be dealt with in accordance with clause 31. Pending the outcome of the dispute resolution process or termination of the Agreement under clause 32, the Partners shall make available amounts equivalent to the Financial Contributions for the previous Financial Year.

8. PERFORMANCE MANAGEMENT

The Partners shall adhere to the performance management framework set out in Schedule 5.

9. FINANCIAL CONTRIBUTIONS

9.1 The NHS bodies shall pay the NHS bodies' Financial Contributions to the Authority to allocate to the Pooled Fund and to manage in accordance with this Agreement and the Annual Development Plan.

9.2 The Authority shall contribute the Authority's Financial Contribution to the Pooled Fund and shall manage the Pooled Fund in accordance with this Agreement and the Annual Development Plan.

- 9.3 The NHS bodies' Financial Contributions and the Authority's Financial Contribution for the First Financial Year are set out in Schedule 3. The Partners shall pay the Financial Contributions into the Pooled Fund on receipt of an invoice in the first quarter of each financial year.
- 9.4 The Partners shall agree the NHS bodies' Financial Contribution and the Authority's Financial Contribution for the following Financial Year by 31 March.
- 9.5 The Authority's Financial Contribution is deemed to include the sums it may recover from the Service Users, irrespective of whether they are actually recovered.
- 9.6 The Partners shall contribute all grants or other allocations that are intended to support the provision of the Services to the relevant Pooled Fund.
- 9.7 The Partners agree to adopt "Partnership Structure (a)" as described in the VAT Guidance through which the Partners agree that goods and services will be purchased in accordance with the Authority's VAT regime and reimbursed from the Partners' Financial Contributions.

10. OVERSPENDS AND UNDERSPENDS

- 10.1 The Authority shall use all reasonable endeavours to arrange for the discharge of the Authority Health-Related Functions and the NHS Functions within the Financial Contributions available in each Financial Year.
- 10.2 The Authority shall endeavour to manage any in-year overspends within its commissioning arrangements for the Services.
- 10.3 The Authority shall make the NHS bodies aware of any potential overspend as soon as it becomes aware of this possibility. The Authority will highlight reasons for the overspend, both current and projected, and make recommendations for action to bring the relevant Financial Contributions back to balance.
- 10.4 If, at the end of the Financial Year or on termination or expiry of this Agreement, it becomes apparent that there has been an overspend of either Partner's Financial Contribution for Pooled Funds, the Partners shall meet the overspend proportionately to their respective Financial Contributions.
- 10.5 The Authority shall make the NHS bodies aware of any potential underspend in relation to Financial Contributions, prior to the end of the Financial Year. The Authority shall highlight reasons for the underspend and identify any part of that underspend which is already contractually committed. The application of any underspend of the Pooled Funds at the end of the Financial Year or on termination or expiry of this Agreement (whichever is appropriate) shall be decided by the Joint Commissioning Co-ordinating Group; if the Partners cannot agree, be returned to the Partners in proportion to their Financial Contribution for the Financial Year.

11. CAPITAL EXPENDITURE

The Financial Contributions shall be directed exclusively to revenue expenditure. Any arrangements for the sharing of capital expenditure shall be made separately and in accordance with section 256 (or section 76) of the NHS Act 2006 and Directions made thereunder.

12. SET UP COSTS

Each Partner shall bear its own costs of the establishment of the Partnership Arrangements under this Agreement.

13. CONTRACTS (PRE-EXISTING AND FUTURE)

13.1 The NHS body appoints the Authority to act as agent for the NHS body from the Commencement Date for any Pre-Existing Contracts.

13.2 The Authority shall enter into such contracts with third parties as it sees fit for the purpose of facilitating the discharge of the Functions. The Authority shall ensure that all contracts entered into concerning the NHS Functions are capable of assignment or novation to the NHS body and any successor body.

14. GOVERNANCE

14.1 The NHS bodies shall nominate the NHS bodies' Authorised Officers, who shall be the main point of contact for the Authority and shall be responsible for representing the NHS bodies respectively and liaising with the Authority's Authorised Officer in connection with the Partnership Arrangements.

14.2 The Authority shall nominate the Authority's Authorised Officer, who shall be the main point of contact for the NHS body and shall be responsible for representing the Authority and liaising with the NHS bodies' Authorised Officers in connection with the Partnership Arrangements.

14.3 The Authorised Officers shall be responsible for taking decisions concerning the Partnership Arrangements, unless they indicate that the decision is one that must be referred to their respective Boards.

14.4 The Partners shall each appoint officers to the Carers Partnership Arrangements Management Group (CPAMG) in accordance with Schedule 4. The terms of reference of the CPAMG are set out in Schedule 4.

15. QUARTERLY REVIEW AND REPORTING

15.1 The Partners shall carry out a quarterly review of the Partnership Arrangements within 30 days of the end of each Quarter.

15.2 The Pooled Fund manager shall submit a quarterly report to the Carers Strategy Delivery Board setting out:

- (a) the performance of the Partnership Arrangements against the performance management framework in the preceding Quarter; and
- (b) any forecast overspend or underspend of the Financial Contributions.

16. ANNUAL REVIEW

16.1 The Partners agree to carry out a review of the Partnership Arrangements within two months of the end of each Financial Year (**Annual Review**), including:

- (a) the performance of the Partnership Arrangements against the Aims and Outcomes;
- (b) the performance of the individual Services against the service levels and other targets contained in the relevant contracts;
- (c) plans to address any underperformance in the Services;
- (d) actual expenditure compared with agreed budgets, and reasons for and plans to address any actual or potential underspends or overspends;
- (e) review of plans and performance levels for the following year; and
- (f) plans to respond to any changes in policy or legislation applicable to the Services or the Partnership Arrangements.

16.2 The Authority shall prepare an annual report following the Annual Review for submission to the Partners' respective boards.

17. VARIATIONS

This Agreement may be varied by the Partners at any time by agreement in writing in accordance with the Partners' internal decision-making processes.

18. STANDARDS

18.1 The Partners shall collaborate to ensure that the Partnership Arrangements are discharged in accordance with:

- (a) the service standards set out in Schedule 2 and Schedule 5;
- (b) the prevailing standards of clinical governance;
- (c) the Authority's standing orders; and
- (d) the requirements specified by the Care Quality Commission and any other relevant external regulator.

18.2 The Partners shall develop operational guidance and procedures to reflect compliance with clause 18.

- 18.3 The Partners shall ensure that each employee is appropriately managed and supervised in accordance with all relevant prevailing standards of professional accountability.

19. HEALTH AND SAFETY

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

20. EQUALITY DUTIES

- 20.1 The Partners acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.
- 20.2 The Authority agrees to adopt and apply policies in its carrying out of the Authority Health-Related Functions and NHS Functions, to ensure compliance with their equality duties.
- 20.3 The Authority shall take all reasonable steps to secure the observance of clause 20 by all servants, employees or agents of the Authority and all Service Providers employed in delivering the Services described in this Agreement.

21. FREEDOM OF INFORMATION

The Partners acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary.

22. DATA PROTECTION AND INFORMATION SHARING

- 22.1 Each Partner shall (and shall procure that any of its Representatives involved in the provision of the Services shall) comply with any notification requirements under Data Protection Legislation. Both Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.

- 22.2 The Partners shall share information about Service Users to improve the quality of care and enable integrated working. The Partners shall adhere to the Information Sharing Protocol when sharing information under this Agreement.

23. HEALTH AND SOCIAL CARE RECORDS

- 23.1 The NHS bodies shall make available to the Authority their current and archived Service User files from the Commencement Date. The Authority shall hold, and be responsible for maintaining and the safekeeping of the Service User files for the Term, in accordance with Data Protection Legislation.
- 23.2 The Authority shall be responsible for facilitating Service Users in accessing their Personal Data under the DPA 1998.

24. CONFIDENTIALITY

- 24.1 The Partners agree to keep confidential all documents relating to or received from the other Partner under this Agreement that are labelled as confidential.
- 24.2 Where a Partner receives a request to disclose Information that the other Partner has designated as confidential, the receiving Partner shall consult with the other Partner before deciding whether the Information is subject to disclosure.

25. AUDIT

- 25.1 The Authority shall arrange for the audit of the accounts of the Pooled Fund in accordance with its statutory audit requirements.
- 25.2 The Authority shall provide to the NHS bodies any reports required concerning the NHS Functions on reasonable notice.
- 25.3 The Partners shall co-operate in the provision of Information, and access to premises and staff, to ensure compliance with any statutory inspection requirements, or other monitoring or scrutiny functions. The Partners shall implement recommendations arising from these inspections, where appropriate.

26. INSURANCE

- 26.1 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.

27. INDEMNITIES

Each Partner (**Indemnifying Partner**) shall indemnify and keep indemnified the other Partner (**Indemnified Partner**) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort

(including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, the Indemnifying Partner's employees, or any of its Representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the Indemnified Partner or its Representatives.

28. LIABILITIES

28.1 Subject to clause 28.2, neither Partner shall be liable to the other Partner for claims by third parties arising from any acts or omissions of the other Partner in connection with the Services before the Commencement Date.

28.2 Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partner under this Agreement.

29. COMPLAINTS AND INVESTIGATIONS

29.1 The Partners shall deal with all complaints received concerning the Services in the first instance through the Authority's complaints procedures.

29.2 The Partners shall each fully comply with any investigation by the Ombudsman, including providing access to Information and making staff available for interview.

30. HEALTHWATCH AND CONSULTATION

30.1 The Partners shall promote and facilitate the involvement of Service Users and carers in decision-making concerning the Partnership Arrangements.

30.2 The Authority shall ensure the effective discharge of its obligations in the administration of Local HealthWatch.

30.3 The Authority shall ensure its contracts with Service Providers require co-operation with Local HealthWatch as appropriate.

31. DISPUTE RESOLUTION

31.1 The members of the Carers Partnership Arrangements Management Group shall use their best endeavours to resolve disputes arising out of this Agreement.

31.2 If any dispute referred to the Carers Partnership Arrangements Management Group is not resolved within 28 days, either Partner, by notice in writing to the other, may refer the dispute to the Joint Commissioning Coordinating Group, who shall cooperate in good faith to resolve the dispute as amicably as possible within 28 days of service of the notice.

- 31.3 If any dispute referred to the Joint Commissioning Coordinating Group is not resolved within 28 days, either Partner, by notice in writing to the other, may refer the dispute to the chief executives (or equivalent) of the Partners, who shall co-operate in good faith to resolve the dispute as amicably as possible within 28 days of service of the notice.
- 31.4 Subject to clause 31.3 if the chief executives (or equivalent) fail to resolve the dispute in the allotted time, the Dispute Resolution Procedure shall be deemed exhausted and the aggrieved Partner may commence legal proceedings.
- 31.5 This clause 31 shall not prevent either Partner from seeking injunctive relief at any time during the Term (regardless of whether the Dispute Resolution Procedure set out in this clause 31 has been exhausted or not) in the case of any breach or threatened breach by the other Partner of any obligation under this Agreement.

32. TERMINATION

- 32.1 Without prejudice to other rights and remedies at law, and unless terminated under clause 32.2 or 32.3, either Partner may terminate this Agreement at any time by giving 12 months' written notice to the other Partner.
- 32.2 Subject to clause 32.3, either Partner may terminate this Agreement at any time by giving 6 months' written notice to the other Partner, if for budgetary reasons:
- (a) it is no longer able to make its Financial Contributions or otherwise contribute sufficient resources to the Partnership Arrangements (or any part of them); or
 - (b) it is of the reasonable opinion that in light of the other's proposed Financial Contribution the Partnership Arrangements (or any part of them) are no longer viable.
- 32.3 Either Partner (for the purposes of this clause 32.3, the **First Partner**) may terminate this Agreement in whole or part with immediate effect by the service of written notice on the other Partner (for the purposes of this clause 32.3, the **Second Partner**) in the following circumstances:
- (a) if the Second Partner is in breach of any material obligation under this Agreement, provided that, if the breach is capable of remedy, the First Partner may only terminate this Agreement under clause 32.3, if the Second Partner has failed to remedy the breach within 28 days of receipt of notice from the First Partner (**Remediation Notice**) to do so;
 - (b) there is a Change in Law that prevents either Partner from complying with its obligations under this Agreement; or
 - (c) following a failure to resolve a dispute under clause 31.4.
- 32.4 The provisions of clause 33 shall apply on termination of this Agreement.

33. CONSEQUENCES OF TERMINATION

33.1 On the expiry of the Term, or if this Agreement is terminated in whole or in part for any reason:

- (a) contracts entered into by the Authority concerning the NHS Functions shall be novated to the most appropriate of the two NHS bodies and the NHS bodies shall accept the novation; and
- (b) the Authority shall transfer to the most appropriate of the two NHS bodies all records in its possession relating to the NHS Functions.

33.2 Overspends on termination of the Agreement shall be dealt with in accordance with clause 10.4.

33.3 Subject to clause 33.4, underspends on termination of the Agreement shall be dealt with in accordance with clause 10.6.

33.4 Subject to clause 27, the Authority shall be entitled to direct any underspends to the following purposes:

- (a) to meet obligations under existing contracts;
- (b) to defray the costs of making any alternative arrangements for Service Users; and
- (c) to meet the costs of any redundancies arising from the termination of the Partnership Arrangements.

33.5 The provisions of the following clauses shall survive termination or expiry of this Agreement:

- (a) Clause 21;
- (b) Clause 22;
- (c) Clause 23;
- (d) Clause 24;
- (e) Clause 25;
- (f) Clause 26;
- (g) Clause 28;
- (h) Clause 33.

34. PUBLICITY

The Partners shall use reasonable endeavours to consult one another before making any press announcements concerning the Services or the discharge of either Partner's Functions under this Agreement.

35. NO PARTNERSHIP

Nothing in this Agreement shall be construed as constituting a legal partnership between the Partners or as constituting either Partner as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.

36. THIRD PARTY RIGHTS

No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement.

37. NOTICES

37.1 Notices shall be in writing and shall be sent to the other Partner marked for the attention of the chief executive (or equivalent) or another person duly notified by the Partner for the purposes of serving notices on that Partner, at the address set out for the Partner in this Agreement.

37.2 Notices may be sent by first class mail or facsimile transmission, provided that facsimile transmissions are confirmed within 24 hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

38. ASSIGNMENT AND SUBCONTRACTING

Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party.

39. SEVERABILITY

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

40. WAIVER

40.1 The failure of either Partner to enforce any of the provisions of this Agreement at any time or for any period of time shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.

40.2 No waiver in any one or more instances of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such provision in other instances.

41. ENTIRE AGREEMENT

This Agreement, the Schedules and the documents annexed/appended to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

42. GOVERNING LAW AND JURISDICTION

Subject to clause 34, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales, and the Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

43. FAIR DEALINGS

The Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this Agreement, unfairness to either of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Aims and Outcomes

The Aims and intended Outcomes of the Pooled Budget are set out in the joint Strategy for Carers “Carers at the Heart of 21st Century Families and Communities in Devon - Planning for Progress”.

Governance in respect of the Strategy is provided by the Carers Strategy Board

Vision and Aims

The long term vision for carers’ services to which the Partners subscribe is set out in the document “Carers at the Heart of 21st Century Families and Communities - Planning for Progress” (and any successor strategy documents agreed through the joint governance arrangements for carers’ services)

The aims of the Section 75 pooled budget arrangement are to:

- Make administration of the currently separate budget streams for carers currently managed (using a Section 256 agreement) as one budget for carers funding the services set out in these schedules more coherent, and make decisions quicker and easier to conclude and implement
- Make the spending of the carers’ budget (in the Pooled Budget) more transparent to carers.

Outcomes

A. The outcomes intended to be funded by the Pooled Budget are the outcomes of the national strategy for carers that carers are:

1. respected as expert care partners and will have access to the integrated and personalised services they need to support them in their caring role.
2. able to have a life of their own alongside their caring role.
3. supported so that they are not forced into financial hardship by their caring role.
4. supported to stay mentally and physically well and treated with dignity.
5. Young carers - children and young people - will be protected from inappropriate caring and have the support they need to learn, develop and thrive and to enjoy positive childhoods

B. The specific outcomes of having a Pooled Budget arrangement are intended to be:

- to improve efficiency in budget management and improve transparency and flexibility within the overall carers budget to respond better to need and to balance demand and funding
- to increase the level of integration of services so that carers increasingly experience seamless services

C The Pooled Budget arrangement is additionally intended to pave the way for:-

- further integration of health and social care services
- the eventual implementation of the Care Bill and the Government amendments to the Children and Families Bill in respect of young carers.

NOTE on impact and consultation: As a result of implementing the pooled budget using Section 75 of the National Health Services Act 2006 the Authorities consider:

- no differences in operations will be apparent to Service Users; however, carers who are engaged with the Carers Strategy Board have been consulted and no comments have been received.
- no differences will be apparent to the contractors providing carers services: Westbank and Devon Welfare Rights Unit, but these have been consulted and no comments have been received.
- no impact will be apparent for GP Practices providing Health and Wellbeing Checks but the LMC has been consulted as the “usual channel” and no comments have been received.
- no impact will be apparent for Pharmacies providing health and wellbeing checks but the LPC has been consulted as “the usual channel” and no comments have been received.

Schedule 2 Services in scope

Users of the services

The services to be funded under this agreement are services for carers of all ages as defined in the document “Carers at the Heart of 21st Century Families and Communities - Planning for Progress” (and any successor strategy documents agreed through the joint governance arrangements for carers’ services).

The carers to be served are people caring for someone who lives in the administrative County of Devon. Advice and information may be given to carers who live in Devon but whose cared-for person(s) live elsewhere. Carer Health and Wellbeing Checks may be provided to carers whose cared-for person lives outside the administrative County of Devon but who are registered with a GP Practice in Devon where that GP Practice is participating in the Scheme regardless of residence.

Eligibility and access criteria for services shall be developed in partnership with carers and providers and agreed by the Partners.

Established services:

Management of the carers programme (pooled fund manager)

Clinical advice and consultancy services as agreed necessary.

*Information and Advice Service: single telephone number access, internet access and newsletter - scope is information, advice and encouragement to access all services available for carers including peer support, nationally-available helplines and support, services available to carers but not funded through this agreement (e.g. advocacy services, language support for service access). Other means (in addition to telephone, internet access and newsletter) by agreement

*Carers support workers

*Breaks - agreed short breaks service

*Administration of Breaks and promotion of access to breaks

*Training for carers

** Self-care training for carers

* Services for young carers including: information and advice, CAF assessments, promotion of welfare, outings and breaks, drop in clubs, school clubs.

*Engagement for young carers

*Carers Health and Wellbeing Checks (including as Carers Assessments) for carers receiving a substantial package of care.

*Support to and services provided alongside GP Practices: support to GP Practice delivery of CH&WBC's, advice clinics provided in/in association with GP Practices.

*CH&WBC's for newly identified carers in/in association with GP Practices that do not directly provide these, and sub-contracting CH*WBC's provided by an agreed list of Pharmacies.

*Emergency card, contingency planning and access to services in an emergency

*Support at hospital discharge of cared-for, or carer.

*Such interim, test of change and developmental projects as shall be agreed - currently access to

*Respite care as test of change

*** and Benefits advice for working age carers as an interim provision.

*Promotion of the carers' agenda to public, third and private sectors and the community at large.

*Quality assurance of services.

CH&WBC's provided by GP Practices.

Developmental services:-

*Young Carers Health and Wellbeing Checks/young carers' assessments/young adult carers' assessments

General:-

All services to be fully compliant with the Public Sector Equality Duty and equitably accessible to:-

- minority groups, e.g. Black and Minority Ethnic carers, Gypsy and Travellers, Lesbian Gay Bi- and Trans-sexual carers,
- carers of people with various needs, e.g. Learning Disability, Sensory loss, Physical illness or disability, advanced age, frailty, Dementia, substance misuse problems, Mental Health problems,
- carers resident in different areas of the County

Miscellaneous costs associated with all the above.

Services marked * are provided via a contract with Devon Carers which currently runs until October 2015 with provision to extend by 1 year. The service specification is attached as an addendum, and has been developed and modified by the Partners by agreement at the Carers Strategy Delivery Board (for minor and “direction of travel” amendments) and by contract variations for items requiring formal agreement and/or additional funding.

Service marked ** is commissioned by NEW Devon CCG as part of a wider contract and is a “pre-existing contract)

Service marked *** is provided by Devon Welfare Rights Unit.

Schedule 3 Contributions

1. FINANCIAL CONTRIBUTIONS

2. POOLED FUND

3. SUPPORT SERVICES

1. Financial contributions

The financial contributions of each partner will be based on historic levels:

For the NHS partners, this will be current levels or those provided to NHS bodies for transfer to Local Government or use in partnership with local Government for carers if higher (i.e. if Government increases the level of funds to the NHS it is expected that the increase will be contributed to the Pooled Fund)

For DCC the financial contribution will be based on the current level.

Notes:

1) DCC Members have a firm view that the NHS (the 2 CCG's) should be contributing 50% of the total

2) The above does not include approx. 16k contributed directly to the Provider for breaks by Devon Partnership NHS Trust. This does not form part of the strategic budget.

3) The Authority will not be charging for any of the services provided under this Agreement.

Contributions from the partners in the first year

1. DCC:£1,994,000

2. NEW Devon CCG: £1,243,529

3. SD&T CCG: £286,693

The Partners agree not to make any changes to their contributions to the pooled fund in-year.

The budget for the first year is appended.

2. POOLED FUND

The services in schedule 2 are all funded by the pooled fund. Details of existing and intended arrangements for the purchase of these services are included in the addendum.

3.SUPPORT SERVICES

The only support services to be funded through the pooled fund will be:

- a) the pooled fund manager, the Joint Carers Lead (carers programme manager);
- b) where it is necessary and agreed for the objectives of the carers programme, the sessional costs of clinical leaders or other consultancy services required to deliver on the programme (this shall not include the ordinary legal advice required by each party in respect of the agreement itself, whether employed or otherwise contracted for)

Each partner agrees to contribute without cost the necessary services of managers, administration, finance, legal and other staff whether employed or otherwise.

Schedule 4 Governance

1. Each Partner shall designate a senior manager (Authorised Officer) to have responsibility for communicating each Partner's decisions to the others. These shall be identified from the membership of the Joint Commissioning Co-ordinating Group (JCCG). The JCCG shall be the Carers Partnership Arrangements **Board** for the purposes of this agreement.

2. The JCCG (as Carers Partnership Arrangements Board) shall oversee the work of the Carers Partnership Arrangements Management Group (CPAMG). The terms of reference of this group are as follows:

(i) The CPAMG shall be convened and chaired by the pooled fund manager (Joint Carers Lead, Carers Programme Manager) and shall consist of

- a) one manager - Carers Lead - appointed by each partner (the pooled fund manager may hold this function for his/her commissioning Authority)
- b) one finance manager appointed by each Partner.

(ii) The CPAMG shall meet once per quarter (or more frequently if desired) and shall:

- a) prepare/authorise the quarterly financial statement for presentation to the JCCG (and to the Carers Strategy Delivery Board - see below)
- b) members of the CPAMG shall ensure that senior officers, particularly but not exclusively those attending JCCG, are appropriately briefed and understand any financial adjustments required to keep the pooled budget within its limits and responsive to carer need
- c) to advise the pooled fund manager on the pooled budget spend.

(iii) It shall be the responsibility of the pooled fund manager to make recommendations to the JCCG in respect of any changes to the budget profile which are required. This will include reporting on disagreements at CPAMG for resolution.

3. Nothing in the agreement alters the scheme of delegation of financial decision making in respect of any officer or appointee of any Partner Authority.

4. In making decisions about substantial (over £20k or 10% of the initial budget line whichever is greater) changes to the pooled budget profile the CPAMG and JCCG shall have regard to any views expressed by the Carers Strategy Delivery Board (CSDB) and shall consult the CSDB where practical, and shall report changes to the CSDB if it has not been practical to consult in advance (e.g. where it has been necessary to respond quickly to unforeseen changes in demand or opportunities within the parameters of the agreed Strategy).

5. Nothing in this agreement shall commit either CCG to substantially cross-subsidise work in the others' area without agreement or require DCC to more heavily (proportionately) subsidise work in one CCG area than another without explicit agreement. Nevertheless,

unless evidence is produced in the form of a significant change in demands on the budget by one Authority (DCC or CCG) or a significant, disproportionate and sustained increase in level of overall demand in one area over another the pooled budget shall be managed as one entity.

Schedule 5 Performance Management Framework

A performance management framework has been developed for each contracted service and for the carers' service as a whole. An example of the current format of the latter is appended ("Dashboard" and quarterly finance report).

This will be updated quarterly for reporting to the Carers Strategy Board and continuously improved and developed to reflect changes in the services.

Schedule 6 Information Sharing Protocol

The overarching information sharing protocol for the Authority and the two CCG's is attached.

(A) Specific Information Sharing Protocol(s) for this agreement will be developed in the first year of its operation.

Schedule 7 Pre-existing Contracts

There is one pre-existing contract held by the NEW Devon CCG, for the “Looking After Me” programme, which is part of a larger “Expert Patient Programme”.

The Price is as reflected in the first year budget as appended.

The specification for this is as follows.

Looking after Me - Carers Course Specification 2013/4

Responsible officer Fiona Phelps

(part of larger EPP contract)

Extract from main contract document

Looking after Me for carers

A set of 6 week lay led courses for anyone who is a carer who would like to find ways to improve the management of their caring responsibilities in a positive way to improve quality of life. This is a specific course to support carers. The course is commissioned from an Expert Patient Programme – Community Interest Company

There are 8 courses run over a year and include:

1. Develop more effective relationships with health and care professionals
2. Use their skills and knowledge to lead a fuller life
3. Have access to a wider support network through contact with others in similar situations
4. The course can also benefit the people being cared for, as carers share skills and techniques and relationships are improved
5. Juggle paid work with caring responsibilities

8 courses in total; 7 in NEW Devon and 1 in Newton Abbot.

SIGNED as a DEED by NHS NORTHERN EASTERN AND WESTERN DEVON CLINICAL COMMISSIONING GROUP

in the presence of:

Name:.....
Authorised Signatory

.....

Name:
Address:
Occupation:

SIGNED as a DEED by SOUTHERN DEVON & TORBAY CLINICAL COMMISSIONING GROUP

in the presence of:

Name:.....
Authorised Signatory

.....

Name:
Address:
Occupation:

SIGNED as a DEED by DEVON COUNTY COUNCIL

in the presence of:

Name:.....
Authorised Signatory

.....

Name:
Address:
Occupation:

POOLED BUDGET 2014/5 ADDENDA

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Community Services: People

STANDARD BLOCKPURCHASING AGREEMENT

Provider	Westbank Community Health and Care as lead contractor for the Carers+ Consortium
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Service	Carers Support Service
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Agreement No	CP734-11
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Section D –Carers Support Service Specification

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D2	Objectives
D3	Outcomes
D4	Minimum Requirements

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Section E–Carers Breaks Specification

E1	Background
E2	Aims and Objectives of Take a Break and Flexible Breaks Service
E3	Outcomes
E4	Description of the Take a Break and Flexible Breaks Service
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E6	Volume and Availability
E7	Referral to the Take a Break and Flexible Breaks Service
E8	Monitoring and Evaluation linked to Outcomes

Section D Carers Support Service Specification

D1 Introduction

D1.1 The aim of this Specification is to provide an enhanced Carers Service in Devon that meets the needs of Carers in a cohesive, holistic, person-centred way in the administrative County of Devon in a reasonable time scale at best value for money.

The overarching aims are to:

- improve the quality of life of all Carers regardless of their age, gender, ethnicity and background.
- increase the number of Carers supported, including those Carers who are hard to reach and/or isolated and identify hidden Carers.
- protect young Carers from inappropriate caring, enable them to have their voices heard, reach their full potential and have the same opportunities as their peers.

- D1.2 This Specification is for the provision of a quality (virtual) Carers Centre Service covering:
- the whole range of Carers including adult Carers, parent-Carers, young Carers, Carers from Black and Minority Ethnic groups, working Carers, and especially those identified as hard to reach or disadvantaged in the Devon Carers' Strategy
 - Carers caring for people with any one or more of the whole range of relevant conditions including all long term conditions, disability, frailty, illness, learning disability, mental health, dementia, drug and alcohol abuse
 - all communities and rural areas in Devon.
- D1.3 The Service Provider will work in close partnership with the statutory agencies providing services to Carers including Acute and Primary Health Care Teams, Adult and Community Services and the Children's Trust. It will also work in close partnership with other community and voluntary agencies whose services are required by Carers such as issue and condition based groups, advocacy services and engagement support services.
- D1.4 The services to be provided support the delivery of the Devon Carers Strategy: "Carers at the Heart of 21st Century Families and Communities in Devon"
- D1.5 The services to be provided specifically support the aims of the national (refreshed) Carers Strategy:
- supporting those with caring responsibilities to identify themselves as Carers at an early stage, recognising the value of their contribution and involving them from the outset both in designing local care provision, planning individual care packages and using Direct Payments
 - enabling those with caring responsibilities to fulfil their educational and employment potential
 - personalised support both for Carers and those they support, enabling them to have a family and community life
 - supporting Carers to remain mentally and physically well
 - protecting young Carers from inappropriate caring
 - personalised support both for Carers and those they support, promoting recovery, independence and self care thus enabling them to have a family and community life.
- D1.6 The service will be accredited as a (virtual) Carers Centre by the Princess Royal Trust for Carers and become a member of the Princess Royal Trust Carers Centre Network at the earliest possible opportunity; this is anticipated at the latest twelve months after the contract is let. Any delay on this will be identified in contract monitoring and occasion a review to determine whether the contract should be brought to an end in accordance with Condition C4.

Section D Continued

Carers Support Service Specification

- D1.7 The Service Provider will be Carer-led, according to the standards and advice of the Princess Royal Trust for Carers, and a Carer-focused organisation.
- D1.8 It is intended that the Service Provider should use their independence and the powers available to charities and public interest companies to develop further income streams and resources for Carers.
- D1.9 Further innovation is anticipated over the lifetime of the contract having regard to best practice exemplified by national leaders in the field and the views of Carers in Devon. Any amendments to this contract required to allow such innovation will be raised with the Service Purchaser who will retain the power to authorise such variation under Condition B2.

D2 Objectives

- D2.1 The objective of the Centre is to be a “one stop shop” to support Carers and the delivery of the Devon Carers Strategy, in particular by:
- the identification of Carers
 - early intervention and prevention services for Carers
 - the development of mutual, community and market-based support for Carers
 - an effective signposting service for further Carers services (not directly provided)
 - promoting equity of access for all Carers in all areas
 - observing and promoting at all times the requirements of the Carers Equality legislation regarding willingness and ability to continue caring and preferences regarding access to leisure, education and work
 - early intervention and prevention services for Carers that support recovery, independence and self care.
- D2.2 The Centre will also use its freedoms to support Carers beyond the scope of the commissioned services by:
- identifying and attracting additional resources,
 - negotiating and providing access for Carers to bulk buys, discounts/privilege packages to enhance their experiences outside the terms of this Specification
 - assisting self funding Carers and groups of Carers with similar needs to approach the provider market to satisfy their needs and requirements and to work together to do so where appropriate.

D3 Outcomes

- D3.1 This Specification sets out the range of activities and tasks which comprise the service and which specific outcomes are as follows:

D3.2

I Consultation and Involvement

1. Seamless service provision between Carer support and involvement
2. Carers are able to access involvement activities as relevant and desirable to them
3. Young Carers are consulted and involved

Section D Continued

Carers Support Service Specification

D3.3 **II Information and Advice**

1. Carers have access to a staffed helpline at times convenient to them which effectively provides information on the Carer's centre, access to telephone and other support and signposts to other relevant organisations that could be of help.
2. Carers have access to the same information via a website.
3. Young Carers are able to access information in contemporary formats according to their age and development
4. Carers have access to news about services and Carers issues via web updates and a newsletter.

D3.4 **III Direct Support**

1. The health and wellbeing of Carers is improved.
2. The health inequalities of harder to reach Carers are reduced. In particular that Black and Minority Ethnic Carers are identified and supported appropriately, that they have equal access to all services and any barriers to accessing the Service are identified and reported to the Service Purchasers.
3. Carers have access to time limited one to one support required to support recovery, independence and self care in proportion to their needs and circumstances.
4. Young Carers are supported to attain the outcomes of Aiming High, Every Child Matters and other relevant children's legislation and guidance.
5. Young Carers are recognized as young people first, are protected from inappropriate levels of caring, and are able to access the same opportunities as other young people.
6. Carers are able to access specialist support at or near their GP practice.
7. Carers are identified in hospital settings and are able to access community support in a timely way to support discharge planning.
8. Communities have increased social capital to support Carers so that Carers are able to be supported in the community without (routine) recourse to statutory or funded voluntary services.
9. Young Carers will have a seamless transition between young Carers activities and adult Carers support.
10. Carers have equitable access to support regardless of the area of the County in which they live, the care group of the person(s) for whom they care, age, gender, race, religion, sexual orientation or any other factor.
11. Carers experiencing particularly difficult demands or levels of stress are followed up, by telephone where necessary.
12. Carers are able to book telephone support sessions with named workers.

Section D Continued

Carers Support Service Specification

- D3.5 **IV Training**
1. Carers have a single way of accessing the training they need to sustain their caring role and pursue training and development opportunities for personal development.
 2. Young Carers have access to training that supports their learning and development and transition into higher education and / or employment.
 3. Schools, colleges, GP Practices and other professionals are directed to training that will enable them to identify and support Carers.
 4. Carers are involved in the planning, designing, delivery and evaluation of training as appropriate.
- D3.6 **V Carers Assessments and Health and Wellbeing Checks**
1. Carers have access to early assessment of their health and wellbeing, including support to access help to reach their education and employment potential.
- D3.7 **VI Carers Breaks (see Section E for further details)**
1. Carers have support to access breaks including Take A Break and Flexible Breaks Grants.
 2. Young Carers are able to access activities that enable them to have fun, relax and to be with other young people.
 3. Young Carers responsibilities at home are taken into account in enabling them to have breaks.
 4. Carers are able to access activities not funded through this Specification, which help them relax, unwind and stay healthy, for example, pamper days, outings, access to holiday and leisure opportunities.
- D3.8 **VII Awareness Raising and Recognition**
1. NHS Devon, Children's Trust Partners, Devon Partnership Trust, Devon County Council and all professionals have increased knowledge and understanding of Carers' rights, their needs and issues and the support that they may require. Carers are recognised and treated as equal and expert partners.
 2. Carers are recognised, READ coded and supported by their GP Practice.
 3. Carers themselves have an understanding of their rights and where to access the relevant support.
 4. The wider public are aware of Carers and members of the community offer them more support.
 5. More Carers are identified and supported, including BME, isolated and hidden Carers, and those not known to statutory services.
 6. Schools are equipped to and do identify and support young Carers.

Section D Continued

Carers Support Service Specification

- D3.9 **VIII Young Carers**
1. Young Carers are better supported and are protected from inappropriate caring roles.
 2. Young Carers are:
 - able to access the services for young Carers and other young people's services,
 - identified and able to access appropriate services by appropriate means,
 - able to have the same life opportunities as their peers,
 - supported to have their voices heard through their local Carers forum,
 - able to access activities in their community,
 - able to access services at times appropriate to them – i.e. out of school and college time,
 - able to feel supported at school/college.
- D3.10 **IX Needs Assessment**
1. The Service Purchaser is able to access data and intelligence on the needs of Carers in Devon obtained through the operation of the contract.
- D3.11 **X Added Value**
1. Additional sources of funding and entrepreneurial activity enhance the delivery of the contract equitably across Devon
- D4 Minimum Requirements**
- D4.1 The following has been established by the Service Purchaser as being the minimum requirements for the provision of the Service. The Service Provider is expected to build upon and improve these in their delivery model to the benefit of Carers through “added value”, the identification of funding streams and social enterprise style activities.
- D4.2 **I Access to Consultation and Involvement**
- i) Newsletter and website to create links with the Service Provider which delivers the Carer engagement and involvement service separately commissioned by the Service Purchaser.

D4.3

II Information and Advice

i) A Telephone Information and Advice Service will be available 8.00 am to 6.00 pm Monday to Friday (except Bank Holidays) and Saturdays 9 am-1pm (except Christmas, Easter and New Year weekends) which will give access to the Centre's services and will appropriately and effectively signposts Carers to other services they require including (not exhaustive):

- other community support, for example issue based groups and advocacy and condition-specific services e.g. stroke association,
- Care Direct/Care Direct Plus when they are providing regular and substantial amounts of care and in need of community services / Carer Assessment /benefit advice,
- organisations that provide housing advice and support,
- local Carers Plus (job centre initiative) for support of Carers into employment,
- advice and support to access education and employment,
- services for young Carers (young people),
- organisations providing bereavement support.

Section D Continued

Carers Support Service Specification

- ii) Website giving access to the same information as available by telephone, incorporating young Carers site.
- iii) Quarterly newsletter (1x adult Carers and 1x young Carers).
- iv) Production and circulation of Carers Information packs (for Carers not on-line).
- v) Production and distribution of postcards.
- vi) Information for schools.
- vii) Script for telephone advisors agreed with Care Direct re: referral into Adult and Community Services.
- viii) Comprehensive information for young Carers in suitable styles and formats.
- ix) Update Community Directory on opportunities for Carers and use opportunities in it for Carers.

D4.4 **III Direct Support**

- i) Activity to reach harder to reach Carer groups (see Devon Carers Strategy),
- ii) Promotion and administration of emergency response card,
- iii) Time limited facilitation of interested community groups in setting up local Carer support mechanisms including buddying, support groups etc,
- iv) Time limited one to one direct support for Carers that supports recovery, independence and self care
- v) Carer information sessions in GP surgeries or close by – equivalent of 1/2day per month and including 2hours contact time with Carers and surgery staff raising general awareness, supporting READ coding of Carers,
- vi) Work with schools, colleges and youth services to promote support for young Carers,
- vii) Support and activities for young Carers that enable them to have fun and to “chill out” e.g. befriending, group activities, sensory room,
- viii) Working with Statutory partners to agree equity issues and solutions,
- ix) Supporting Carers to make use of personal budgets,
- x) Encouraging Carers to pursue their own interests and social inclusion,
- xi) Liaison with relevant specialist teams and support services, e.g. Community Mental Health Team’s, issue based Advocacy services.

D4.5

IV Training

- i) Administration of training data base,
- ii) Working with partner agencies who deliver training,
- iii) Training needs analysis,
- iv) Training for schools to raise awareness of young Carers issues
- v) Training for GP practices and other professional groups to raise awareness of Carers issues and needs including the identification of young Carers,
- vi) Production of promotional materials,
- vii) Marketing & advertising the training accessible through the single access point to Carers& professionals who work with Carers,
- viii) Participate in training strategy group work to agree scope and range of training to be delivered.

Section D Continued

Carers Support Service Specification

- D4.6 **V Carers Assessments and Health and Wellbeing Checks**
- i) Devon Adult and Community Services will produce a scheme of delegation for Carers assessments to the Centre, and supply a template that integrates this assessment with the health and wellbeing check.
 - ii) The Centre will be responsible for delivering the assessment/health and wellbeing check, and recording it as directed by the Service Purchaser, for those Carers identified as in the target group and who have not had a health and wellbeing check in the previous 12 months.
 - iii) The Service Purchaser will also supply initial familiarisation for staff with format and administration of checks. This will include Guidance on dealing with Carers providing substantial care for people with Mental Health needs to ensure compliance with Mental Health NSF Standard 6.
 - iv) For Carers provided with an assessment/health and wellbeing check personal plan an appropriate referral and follow up will be put in place.
 - v) Common Assessment Framework assessments for Young Carers.
 - vi) Young Carers annual event for health and wellbeing.
- D4.7 **VI Carers Breaks**
- i) Administration of Take a Break and Flexible Breaks Grants (see Section E below).
 - ii) Signposting to breaks provision.
 - iii) Provision to support breaks is developed to ensure access for all, e.g. self funders, respect to race, religion etc.
 - iv) Provision of alternatively funded breaks (see D4.11 Added Value).
- D4.8 **VII Awareness Raising and Recognition**
- i) Active participation in Carers Rights day and Carers week activities.
 - ii) Annual Carers celebration.
 - iii) Relevant publicity campaigns that encourage people to look out for neighbours who are Carers, encourage these Carers to identify themselves if they have not already done so, and offer them low level informal support and friendship.
 - iv) Working with GP practices to identify Carers, READ code them, and signpost to Carers Centre / other local community support.
 - v) Carers shall be given the option to have their Carer status notified to their GP practice.
 - vi) The Service will provide a sustainable easy access mechanism for referrals from professionals and GP Practices and Care Direct/Care Direct Plus in particular – this is likely to include telephone and email access.

D4.9

VIII Young Carers

- i) Services are developed to be easily accessible locally to young Carers and appropriate to their needs and circumstances.
- ii) Services seek to gain access to other young people's services for young Carers.
- iii) Activities in youth clubs, schools and other places young people gather to identify young Carers.
- iv) Work with schools, colleges and youth services to identify and promote support for young Carers.

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Carers Support Service Specification

- v) Services actively support young Carers to access education and employment advice and opportunities.
- vi) Young Carers are supported to have their voices heard.
- vii) Services are time appropriate – i.e. available out of school and college time.
- viii) Services support young Carers in transition to adulthood.
- ix) Services identify and support BME young Carers appropriately.
- x) Services use methods appropriate to young people, e.g. text messaging support availability.

D4.10 **IX Needs Analysis**

- i) Aggregated data and analysis of demand and service levels show gaps in commissioning and response to need.

D4.11 **X Added Value**

- i) Bids for alternative charitable funds will be made.
- ii) Fund raising activities.
- iii) Income-generation e.g. through sale of training materials / packages.
- iv) Other entrepreneurial activity which directly benefits Carers.
- v) Negotiation of discount and privilege packages for Carers.
- vi) Recruitment of volunteers to support the service.

D5 Additional Requirements

- D5.1 The following are some additional requirements of the Service Purchaser for the delivery of the Service:

D5.2

i) Telephony

The Carers Centre will work using suitable smart telephony and case recording systems to allow accurate monitoring of the service and a personal approach for Carers – e.g. Carers do not have to tell their story more than once; links can be made between Carers and named support workers to whom they are known.

- An appropriate number of lines to be used based on demand, on a single telephone number.
- Choice of telecom service minimises costs to Carers regardless of location.
- Outside of the opening hours the helpline will have message taking facilities and established links with existing crisis response helplines to direct callers such as Samaritans, Social Care and Emergency Services.
- Calls should be answered within 5 rings.
- Staff should be trained with appropriate customer service skills.
- Maintenance of call log with appropriate records including but not limited to time and date of call, contact information, nature of call, information provided, follow up details.
- The service must have a network call performance system in place which must be used to ensure the helpline is being used efficiently and effectively.

Section D Continued

Carers Support Service Specification

D5.3 **ii) Publicity and Communications**

The Service Provider should have communications and publicity plans that are accurate, current and kept up to date. The plans should include the following as a minimum;

- Carers Rights Day.
- Carers' week /Carers celebration.
- Free/ cost effective advertising.
- Events / training sessions.
- Targeting hidden Carers.
- Promoting Carers engagement.
- Key changes to health and social care provision effecting Carers.

D5.4 **iii) Website**

The Service Provider shall provide a website that is:

- Easy to access.
- Compliant with Equality and Diversity requirements (including DDA).
- User friendly.
- Well publicised.
- Visually appealing.
- Ability to signpost to appropriate services.
- Directory of Carer specific services.
- Up to date.
- Links to other appropriate websites including social networking sites, Community Directory, national sites of use to Carers.
- Information conveyed in a variety of ways i.e. suited to young Carers or Carers with sight, hearing, learning or other disabilities and for those Carers for whom English is not their first language.
- Information needs to be accurate, relevant, reliable and consistent.
- Targeted areas of the website for use by young Carers that are fun and interesting.
- Accessible diary of a wide range of events and activities for each locality that is up to date
- Carers help to develop, evaluate and update the information available.
- Information should be jargon free and easy to understand explaining abbreviations and acronyms as necessary.

Section D Continued

Carers Support Service Specification

- The website should include diaries of events and activities (by locality, young and adult Carers) including the following:
 - (a) Activities / Events / Workshops.
 - (b) Specialist Groups.
 - (c) Courses.
 - (d) Advice Sessions.
 - (e) Access to work training.
 - (f) Carers Forums.
 - (g) Peer Group Support.
 - (h) Drop in centres.

D5.5 **iv) Carer Support Workers**

The Service Provider will ensure that there are sufficient Carers' Support Workers to deliver the outcomes of the Specification effectively. Carer Support Workers will develop knowledge and understanding of the issues Carers face in at least each of these specific areas (this list is not exhaustive):

- Young Adult Carers.
- Carers of people with Learning Disabilities.
- Carers of people with Autism Spectrum Disorders.
- Carers supporting people at the end of their life, or recently bereaved Carers.
- Carers of Older People.
- Older Carers of people with Learning Disabilities.
- Carers of people with Physical Disabilities or long term ill health.
- Carers of people with Drug and Alcohol issues.
- Mental health.
- Dementia.
- Young Carers.
- Young Carers in transition to adulthood.
- Hospital Discharge.

D5.6 The Service Provider shall ensure that in carrying out the service staff will have the following:

- County-wide co-ordination, with a locality focus.
- Common objectives, core skills and development opportunities.
- Suitable absence cover.
- Opportunities to share good practice / learning.
- Focus on Big Society model of community development and empowerment.
- Young Carers workers use methods appropriate to young people, and are deployed with an emphasis on the times of the week and the year when young Carers are available – i.e. not in school or college.

Section D Continued

Carers Support Service Specification

- D5.7 The Service Provider shall ensure that the Service shall be delivered according to the following principles and approaches:
- BME Carers will be supported to access all Carers services by suitably skilled and culturally appropriate staff.
 - Provision of one to one short term (episodic) emotional and practical support at the Carers convenience and in a setting of the Carers choice.
 - Provision of information and advice including welfare rights, financial independence and housing support.
 - Provision of signposting and referral advice.
 - Supporting Carers to complete Carers Health and Wellbeing Checks (Carers assessment) and contingency plans where appropriate.
 - Utilisation of skills and experience to support Carers, including crisis support.
 - Utilisation of skills and experience to meet the varying needs of Carers (e.g. Mental Health).
 - Provision of appropriate training for staff.
 - Application of skills and experience to engage with people from different age groups.
 - Facilitate Carers and local communities to set up Carers support groups and buddying and enable these to become self sustaining.
 - An approach that supports recovery, independence and self care
- D5.7
- Group of support workers will include people with appropriate language and cultural skills to meet needs across all community groups.
 - Support Carers and local communities to develop self sustaining Carer support.
 - Equality and diversity.
- D5.8 The Service will proactively promote the equality and diversity of Carers. The Service Provider will have regard to:
- BME communities in Devon.
 - National prevalence figures regarding BME Carers.
 - Number of known BME Carers in Devon.
 - Existing knowledge of BME Carers and their communities.
- D5.9 The Service Provider will work with groups who have access to BME communities in Devon to understand the varying needs of the individual BME groups.
- D5.10 The Service Provider shall develop an appropriate strategy to show how BME Carer services will be developed and implemented, ensuring that they are culturally specific and meet the needs of the population. This is likely to involve making appropriate use of and developing further BME community links and staff.
- D6 Geographical Area**
- D6.1 The Service Provider will support Carers living/visiting and organisations operating within the geographical areas covered by Devon County Council.

Section D Continued

Carers Support Service Specification

D7 Service Users

D7.1 Service users will include:

- the whole range of Carers including adult Carers, parent-Carers, young Carers, Carers from Black and Minority Ethnic groups, working Carers, and especially those identified as hard to reach or disadvantaged in the Devon Carers' Strategy
- Carers caring for people with any one or more of the whole range of relevant conditions including all Long Term Conditions, disability, frailty, illness, learning disability, mental health, dementia, drug and alcohol abuse

D8 Units of Service

D8.1 A minimum of one annual event for young Carers shall be held to enable them to have a health and wellbeing check.

D8.2 A minimum of one annual Carers celebration event shall be held as part of raising general Carer awareness and recognition.

D8.3 A minimum of 1280 x 2 hour contact sessions shall be delivered in or near GP practices.

D8.4 A minimum of 7,200 sessions of 1:1 support (a session comprises 1 hour or more time spent with an individual Carer) excluding sessional time in GP practices shall be delivered.

D8.5 As a minimum, every Carer who receives an episode of one to one direct support or intensive level of service, that has not had a health and wellbeing check or otherwise, shall receive a Health and Wellbeing Check. A Carer may be receiving an intensive level of service whether or not they have one to one support; for example they may be frequently in contact with the helpline, may have a buddy, or frequently access services at the GP Practice.

D8.6 As a minimum every young Carer receiving an episode of one to one support or intensive level of service would have a CAF.

D8.7 The minimum number of Carers receiving Flexible Breaks grant and Take a Break will be agreed with the provider on an annual basis.

D8.8 A minimum of 800 Carers shall receive a contingency plan and alert card.

D8.9 A minimum of 7,000 Carers shall receive a quarterly newsletter.

D8.10 Number and type of activities to be delivered by the Service Provider through added value aspects of the contract shall be agreed with the Service Purchaser.

D9 Service Availability

D9.1 The Service will be available in the following way:

- Services that are universally available to all Carers
- Services that are targeted

D9.2

i) Universal services

The Service Provider shall provide universal access to ensure all identified Carers are entitled to the following:

- Helpline.
- Carer Assessment/Health and Wellbeing checks.
- Direct support services.
- Access to mutual support (Carer support groups).

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Carers Support Service Specification

- Access to community support.
 - Access to consultation.
 - Alert cards
 - Quarterly newsletter (young Carers and adult Carers).
 - Other services that are independently funded by the Service Provider, at the discretions of the Service Provider.
- D9.3 The Service will be available for telephone enquiries (information and advice) 8.00 am to 6.00 pm Monday to Friday (except Bank Holidays) and Saturdays 9 am-1pm (except Christmas, Easter and New Year Bank Holidays).
- D9.4 Minimum service hours for all other aspects of the service will be 9.00am to 5.00pm Monday to Friday with flexibility to make appointments outside of these hours to accommodate specific needs e.g. working Carers.
- D9.5 The services for young Carers shall have enhanced access and activities prioritising the following times: after school; weekends; school and college holidays including Bank Holidays where these occur during holidays (but excluding Good Friday, the Christmas and New Year Bank Holidays).
- D9.6 **ii) Targeted services**
Short breaks provision will be additionally funded and targeted according to criteria provided by the Service Purchaser (see Section E: Carers Breaks Specification).
- D10 Referral to the Service**
- D10.1 This service is open access and there is no referral process.
- D11 Service Delivery Standards**
- D11.1 **Overarching Standards:**
- The Service Provider will reach and maintain the Princess Royal Trust Standards. The Service Purchaser will be provided with copies of all reports relating to self assessment of standards or audits carried out in respect of these standards.
 - Carers will feel valued and supported in their caring role by the service. The Service Purchaser will be provided with quarterly digests of complaints and compliments, and this aspect will be measured in the bi-annual survey of Carers.
 - Service responses are timely. The Service Purchaser will be provided with quarterly reports on waiting times for services, and appraised immediately if any maximum waiting times established are breached and the steps being taken to remedy this.
- D11.2 The Service Provider will ensure services are provided in accordance with all its obligations under this Agreement and with all the appropriate governance, skills, care and diligence to be expected of a competent provider of services of these types.

- D11.3 The Service Provider will, where relevant, provide the Service in accordance with the Service Provider's policies, procedures and other documentation as submitted to the Service Purchaser as part of a tender or similar process;
- D11.4 The Service Provider will ensure that sufficient numbers of people of appropriate ability, skill, knowledge, trained, vetted and experienced, are available so as to properly provide and to supervise the proper provision of the service, including staff skilled in working with people with complex and multiple needs and from diverse social groups. Workers will be matched with Service Users appropriately, depending on needs and level of staff skills.
- D11.5 The Service Provider should have in place a system for assuring the quality of the service, which enables managers, staff and Carers to evaluate the service.

Section D Continued

Carers Support Service Specification

- D11.6 The Service Provider will ensure that all staff providing the Service have a level of awareness of health and safety, risk management, confidentiality and data protection, equality and diversity and the rights of Service Users appropriate to their roles and responsibilities in relation to the service they are providing;
- D11.7 The Service Provider will ensure that the Service promotes the right of Service Users to be involved in service design and evaluation, and where appropriate the recruitment of staff working in the Service;
- D11.8 The Service Provider will work co-operatively with statutory and voluntary organisations, parents and carers, and other relevant organisations and individuals, to ensure effective and efficient delivery of the Service.

D12 Monitoring and Evaluation

- D12.1 This Agreement will be monitored formally at quarterly intervals in the second month following the end of the quarter, i.e. February, June, August and November. An annual quality review with Carers shall also be undertaken. Dates for data returns, bi-annual survey of Carers on services and meetings will be agreed between the Service Purchaser and Service Provider.
- D12.2 A Continuous Improvement Plan will be used to improve the effectiveness of this Agreement.
- D12.3 At least two weeks in advance of each scheduled monitoring meeting the Service Provider shall submit to the Service Purchaser a report of activity undertaken in the preceding quarter against the stated outcomes. This will include details of action/progress on all of the following tasks:

D12.3.1 I Consultation and Involvement

Numbers of referrals to and from the Involvement Contract Provider

D12.3.2 II Information and Advice

i) Helpline

- Number of occasions when helpline not available within specified hours.
- Number of calls answered.
- No of calls answered within 5 rings.
- Number of missed calls.
- Number of referrals to other agencies.
- Number of callers signposted to other services.
- Pattern of service referrals/signposting (e.g. benefits advice, housing advice).
- Number of calls dealt with at point of contact.
- Number of calls not dealt with at point of contact e.g. inappropriate call / referral.

ii) Website

- Number of unique visitors to website.
- Number of visits to website.
- Number of hits on any given page.
- Website Audit.

iii) Range of formats in which information is available.

iv) Time (max and median) between receipt of request for material and despatch.

v) Number of schools to which information has been made available in the monitoring period.

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Carers Support Service Specification

D12.3.3 **III Direct Support**

- i) Numbers of Carers from hard to reach groups as % of total number of Carers.
- ii) Numbers of emergency response cards issued/plans completed.
- iii. a) Numbers of self supporting buddy pairs and support groups established.
- iii. b) Numbers of buddy pairs and support groups initiated in contract period.
- iii. c) Numbers of buddy pairs and support groups supported in contract period.
- iv) Number of GP practices supported (target – all).
- v) For each GP Practice to which service is given the target shall be that READ codes of Carers increase by a minimum 10% per annum on the baseline (to be established after initial “cleaning” of lists for Practices not having taken part in Health and Wellbeing Checks programme).
- vi) Number of Carer information sessions in GP surgeries or close by.
- vii) Number of Carers supported to make use of personal budgets.
- viii) Number of relevant specialist teams and support services, e.g. CMHT’s worked with in the period.
- ix) Number of relevant specialist teams with identified link worker.
- x. a) Number of visits by Carer Support Workers to individual Carers.
- x. b) Number of (unique) Carers supported per Carer Support Worker.
- x. c) Number of visits per Carer Support Worker per week.
- xi) Profile of Carers receiving direct support by age, postcode (for rural proofing), care group of primary cared for person; number of hours caring by amount of direct one to one support offered in previous 12 months.

D12.3.4 **IV Training**

- i) Training data base established.
- ii) Training needs analysis completed.
- iii) Training for schools re: young Carers delivered in period.
- iv) Training for GP practices and other professional groups to raise awareness of Carers issues and needs delivered in period.
- v) Number of Carers accessing training in period.
- vi) Types of training made available.

D12.3.5 **V Carers Assessment (health and wellbeing checks)**

The Service Provider shall agree with the Service Purchaser the minimum data set required and will provide this data to the Service Purchaser performance team to ensure that double counting of health and wellbeing checks in other parts of the system is prevented. In addition the Service Provider shall provide the following:

- i) Number of assessments/health and wellbeing checks carried out.
- ii) Number of assessments/health and wellbeing checks resulting in personal plans.

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Carers Support Service Specification

- iii) Number of assessments/health and wellbeing checks resulting in referral to Care Direct Plus.
- iv) Pattern of referrals/signposting from health and wellbeing checks.
- v) Number of checks duplicated with other providers (collaborative).
- vi) Percentage of Carers which has had an assessment/check in the previous 12 months.
- vii) Number of CAF assessments for Young Carers.
- viii) Young Carers annual event for health and wellbeing - fulfilment, numbers attending, feedback.

D12.3.6 VI Carers Breaks

- i) Number signposted to breaks provision (e.g. respite).
- ii) Number receiving commissioned breaks (currently titled Take a Break and flexible breaks).
- iii) Numbers provided with alternatively funded breaks (not commissioned but funded by the Centre/self funded).

D12.3.7 VII Awareness Raising and Recognition

- i) Participation in Carers Rights day and Carers week activities - fulfilment.
- ii) Annual Carers celebration – numbers attending.
- iii) Publicity campaigns that encourage people to look out for neighbours who are Carers, encourage these Carers to identify themselves if they have not already done so, and offer them low level informal support and friendship - fulfilment.
- iv) Numbers of Carers having their Carer status notified to their GP practice.
- v) Per GP practice supported, progress on READ coding of Carers.
- vi) Use of and numbers of Carers referred via sustainable easy access mechanism for referrals from professionals and GP Practices and Care Direct/Care Direct Plus.

D12.3.8 VIII Young Carers

- i) Numbers of local service developed/supported, age and locality range.
- ii) Numbers of young Carers enabled to make use of young people's services.
- iii) Numbers of young Carers identified through activities in youth clubs, schools and other places young people gather.
- iv) Numbers of young Carers whose participation in education, employment and other opportunities has been enhanced.
- v) Numbers of young Carers involved in engagement activities.
- vi) Numbers of young Carers supported in transition to adulthood.
- vii) Numbers of BME young Carers are identified and supported appropriately as % of all young Carers supported.
- viii) Numbers of schools, colleges and youth services worked with in period.
- ix) Number of activities for young Carers that support them and enable them to have fun in period.
- x) Number of young Carers enabled to access mainstream youth activities in period.

D12.3.9 IX Needs Assessment

- i) Aggregated data and analysis of demand and service levels provided quarterly.

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Carers Support Service Specification

D12.3.10X Added Value

- i) Bids for alternative charitable funds made and successful – amounts generated.
- ii) Fund raising activities – activities and amounts generated.
- iii) Income-generation e.g. through sale of training materials / packages- amounts generated.
- iv) Other entrepreneurial activity which directly benefits Carers – amounts generated.
- v) Negotiation of discount and privilege packages for Carers – value to Carers generated.
- vi) Activities undertaken with additional funds.
- vii) Numbers of volunteers/volunteer hours.

D12.3.11XI Complaints , Issues and Compliments

- i) A log of complaints and complaints resolution.
- ii) A log of issues raised more informally and how resolved.
- iii) A record of compliments.

D12.4 Overall Statistics

The Service Provider shall provide information on the following:

1. Absolute numbers of Carers.
2. Increase by quarter.
3. Breakdown by GP practice, postcode (CCT), ethnicity, age, primary care need of cared for person.

D12.5 The Service Purchaser shall monitor the initial projection of cost apportionment as provided by the Service Provider at the time of tender. Quarterly monitoring shall oversee any shift of investment during the life of this Agreement.

Section E

Carers Breaks Specification

E1 Background

- E1.1 This part of the specification is concerned with the administration of a voucher based scheme for short breaks and a cash scheme for flexible breaks.
- E1.2 Neither of these schemes is subject to formal assessment by ACS staff or the application of FACS (Fair Access to Care Services) Criteria, however the Service Purchaser will work with the Carers Centre to ensure that these services are targeted to carers most in need.
- E1.3 The budget available for each of these schemes will be notified annually. The Carers Centre must manage the services within the budget allocated.
- E1.4 A breaks service is defined as one that gives the Carer a break from the direct responsibility of caring. It must always aim to provide a positive experience for the cared for person as well as a break for the Carer. The aim of a breaks service should be to allow Carers to have time for themselves to maintain aspects of their own life, health and wellbeing.
- E1.5 What Carers want most during a break from caring is that the person they care for is well cared for and secure and that the service benefits the person for whom they are caring as well as themselves. For breaks services to support Carers effectively they need to be accessible, flexible and of a high standard.
- E1.6 **Take a Break** is a voucher based service offering a subsidy per hour for up to 36 hours sitting per quarter with a small amount being paid to the break provider directly by the carer (currently £3). Vouchers are issued each quarter. A list of approved providers is maintained and voucher recipients are given details of the most appropriate provider(s) in their area and for the needs of their cared-for.
- E1.7 Provider development is required to redress the need for:
- a) BME sitters
 - b) Specialist providers in some areas – e.g. for dementia sufferers in some rural areas
 - c).Break providers in North Devon
- E1.8 In 2010/11 the number of carers receiving the **Take a Break** Vouchers is approximately 1200. The budget for 2011/2 is budget for 2011/12 £588,600 pro-rata
- E1.9 **Flexible Breaks** are small cash grants. Distribution is determined by a panel of carers, on application of carers to the fund. This fund is able to pay for more innovative solutions which, in the definition of the applicant, would give them a break from caring.
- E1.10 In 2010/11 the number of **Flexible Breaks** Grants made is projected to be approximately 800. The budget for 2011/12 is £138,000 pro-rata

E2 Aims and Objectives of Take a Break and Flexible Breaks Service

- E2.1 The aim of the **Take a Break** service is provide consistent and responsive short breaks for Carers of adults in Devon. These breaks should aim to be an enjoyable and stimulating experience for the cared for person, who should be encouraged to express their preferences about activities in which they would like to participate during their Carer's breaks. These preferences will be balanced against the needs of the Carer.
- E 2.2 The aim of the **Flexible Breaks** service is to enable Carers in Devon to take a break where non-standard means are required. The 'break' is defined by the carer; examples include buying a piece of Gym equipment or a Gym Pass, musical instrument or pursuit of a hobby. It could mean a contribution towards the cost of a third person accompanying a couple on holiday to give the carer a break. The use of the cash is determined by the carer, approved by their peers, within the broad parameters of the break definition.

Section E Continued

Carers Breaks Specification

E3 Outcomes

- E3.1 The outcomes of the Take a Break and Flexible Breaks Grants services are as follows:
- Carers' ability to provide care will be sustained;
 - Carers will be enabled to maintain aspects of their own lives and pursue activities of their choice;
 - Carers will experience lower stress levels and an improvement in their physical and mental health and general well being;
 - Carers and the people they care for will feel better supported and less isolated;
 - Carers and the people they care for will have a choice of services to enable them to take a break;
 - The cared for person will be safe, well cared for and mentally stimulated;
 - The risk of admission to institutional care will be reduced;
 - The quality of life of Carers and cared for people will be enhanced;

E4 Description of the Take a Break and Flexible Breaks Service

- E4.1 The **Take a Break** service is a countywide scheme that enables unpaid Carers of adults to have a break from their caring responsibilities.
- E4.2 The Carers Centre will broker arrangements with appropriate local service providers (the Breaks Providers) in each locality to undertake the **Take a Break** breaks.
- E4.3 In order to meet Carers' preferences in the way that the service is delivered, **Take a Break** and **Flexible Breaks** are provided under the Local Authority's power under the Local Government Act 2000 "to do anything which they consider is likely to achieve...the promotion or improvement of the social well being of their area".
- E4.4 This legislative framework also makes it possible for Carers to make a small flat-rate contribution to the cost of the service, provided that the contributions are not paid to the local authority, but are collected and retained by the Breaks Provider. For **Take a Break**, a flat rate contribution of £3.00 per hour is required from the Carer/cared for person that may be subject to an annual increase. This will take place by means of a 'net' payment arrangement with the Breaks Provider, ensuring that the income is already accounted for in the budget agreed with the Carers Centre.
- E4.5 The **Flexible Breaks** Grants provide small cash grants not more than annually on application from individual carers. They do not substitute for sitting service (Take a Break) or other services that may be provided as a result of a Community Care Assessment.

E5 Responsibilities of the Service Provider

E5.1 The Service Provider will:

- Act as a single point of contact for Carers/ cared for people across the county to access the **Take a Break** service and **Flexible Breaks** Grants;
- Receive applications for **Take and Break** and for **Flexible Breaks** Grants
- Determine if the service applied for is appropriate for them, and if the **Take a Break** Service is appropriate, which local Breaks Provider should provide the break service;
- Identify Breaks Providers locally to deliver **Take a Break** services. This may be from a list provided by the Adult and Community Services Directorate or from organisations the Carers Centre identifies. In the latter case where organisations are not recommended by the Adult and Community Services Directorate the Service Provider must ensure that the Breaks Providers are 'fit for purpose' before using them.

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Carers Breaks Specification

- Make appropriate referral to **Take a Break** Providers to ensure the safe and satisfactory delivery of break services
 - Administer a voucher scheme for use in **Take a Break**;
 - Maintain a system and panel for decision making on applications for **Flexible Breaks** Grants that maintains carers' dignity and anonymity
 - Advertise and promote the services.
 - Monitor applications to the **Flexible Breaks** Grants fund to determine whether any efficiencies are possible through block purchase on behalf of carers.
 - Monitor applications and spend to assure equity, fairness and adherence to conditions set out by the Service Purchaser.
 - Work in partnership with the Service Purchaser to ensure the continuous improvement of these schemes in response to carer feedback and best practice evidence.
 - Manage the schemes within the budget allocated, whilst reporting to the Service Purchaser any rise in demand that presents a cost pressure for future years.
- E5.2 The budget will be routinely monitored to ensure that the breaks services are available for Carers equitably and throughout the financial year and not just on a 'first come first served basis'. Any budget issues must be reported immediately to the Service Purchaser.
- E5.3 Following a request by a Carer for a **Take a Break** service the Carers Centre will undertake a health and wellbeing check/carer assessment to promote the wellbeing of the carer (unless already done within the last 12 months), obtain basic details, including contact details of the Carer and cared for person, get a 'pen picture' of the situation, (if this has not already be undertaken) and establish if the scheme is suitable to meet the presenting needs. (In the first twelve months of the service these checks will be phased in)
- E5.4 The Carers Centre will advise the Carer that their cared for person have a right to request a Community Care assessment, which may lead to a break being provided through care management. The Carers Centre will advise the Carer / cared for person that if they opt for this route, rather than the direct access scheme, the break service will only be provided if the cared for person is eligible under Fair Access to Care eligibility criteria, and they will be charged according to their Fairer Charging Assessment, rather than pay the flat rate contribution. This charge may be more or less than the flat rate contribution, depending on individual financial circumstances.
- E5.5 If the Carers Health and Wellbeing Check identifies additional needs that would be met by ACS the carers centre will seek consent to send a referral to Care Direct Plus as per care pathway and guidance provided by the Service Purchaser.

- E5.6 Following the assessment and information gathering process the Carers Centre will identify which of the available local Breaks Providers is most appropriate to meet the identified needs and preferences of the Carer and cared for person. The most important consideration in determining this is whether or not the cared for person is likely to need personal care services provided during the break. If personal care services are needed then a registered Domiciliary Care Agency must provide the break. Alternatively the Carers Centre may, at the Carer's request, give the Carer a list of appropriate Breaks Providers. The Carers Centre will then issue the appropriate vouchers.
- E5.7 The Service Purchaser will provide the Carers Centre with a list of providers of personal care services. If personal care services are required the Carers Centre may arrange for the break services to be provided by one of the providers on the list who wish to take part in providing **Take a Break** services or from providers which they consider 'fit for purpose'. The Carers Centre may, but will not necessarily, also be a Breaks Provider.

Section E Continued

Carers Breaks Specification

- E5.8 Where there are no factors which lead to one Break Provider being the clear choice to meet the Carers/cared for persons needs the Carers Centre will select the Break Provider offering best value for money to provide the break. If there is more than one suitable provider offering the same value for money the choice becomes that of the carer and their cared-for person.
- E5.9 When a break has taken place the Breaks Provider will invoice the Carers Centre for the net value of the break, having collected the £3.00 charge from the Carer/cared for person. The cost of the breaks service will have been agreed with the Breaks Provider in advance. This may be subject to an annual increase. The Carers Centre will be expected to pay the invoice within 28 days.
- E5.10 Once a referral has been made to a local Breaks Provider the Carer will usually continue to make arrangements with that Breaks Provider for breaks services using the vouchers allocated. There will be no need for further involvement of the Carers Centre, except when the vouchers run out or in the following circumstances:
- E5.10.1 If a Carer is requesting more hours than are usually provided through the scheme, other than on a one-off basis, the Carer will be referred back to the Carers Centre, which will outline the Carer's options:
- a) The Carers Centre will provide the Carer with information about a range of alternatives to breaks services – local luncheon clubs, befriending schemes etc – which may be able to support the Carer;
 - b) The Carers Centre will advise the Carer that they may purchase additional hours of service directly from a Break Provider if the organisation has capacity for service delivery outside of the hours contracted by the Carers Centre (and where appropriate ACS). The cost to the Carer for these additional hours will be the true cost of the service not £3.00 per hour;
 - c) The Carers Centre will advise the Carer that they may approach the Adult and Community Services Directorate for a Community Care Act assessment of the cared for person's needs (see above).

E5.11 In exceptional circumstances the Adult and Community Services Directorate would expect the Carers Centre to act consistently and take into account the underlying principles of fairness and equity. For example;

- If two Carer workers were needed to enable a break to take place (to help with moving etc.) the Carers will only need to use one voucher and pay one contribution of £3.00 per hour (A specific voucher will be used in these circumstances to enable the Breaks Provider to claim the full gross amount for the second workers hours)
- If two Carers wish to share the same paid Carer (for example taking two young people who are friends to the cinema together) both must submit one voucher and contribute £3.00 per hour each. (The Breaks Provider must bill for the net amount for each hour minus the additional £3.00 payments which they would have collected)

Exceptional circumstances will be agreed in advance with the Carers Centre, Carer and Breaks Provider.

E5.12 The Carers Centre must record any complaints about Breaks Providers and hold these on file, to be inspected by the Service Purchaser if required. Should any complaint give cause for concern about the safety of the Breaks Provider provision this must be notified to the Service Purchaser without delay. Where the Carers Centre is also a Breaks Provider the Service Purchaser must make alternative arrangements for monitoring complaints.

E5.13 The exact arrangements for the provision of breaks services will be agreed between the Carers Centre and Breaks Provider as there will be no contractual relationship between the Service Purchaser and any of the Breaks Providers for services provided under this service.

Section E Continued

Carers Breaks Specification

- E5.14 If the **Take a Break** service is not the right service for the Carer the Carers Centre will provide them with information and signpost them to other sources of support, including the Adult and Community Services Directorate where appropriate.
- E5.15 For **Flexible Breaks**, the responsibility for purchase rests with the Carer; the Carers Centre should request feedback on whether the grant met the carer's needs and collate these for inspection by the Service Purchaser

E6 Volume and Availability

- E6.1 Under the **Take a Break** service Carers will be able to access up to 36 hours per quarter, which may be taken in any conformation of breaks in the quarter. Vouchers may not be carried forward into the next quarter.
- E6.2 **Take a Break** services will be available as far as possible at times to suit Carers. This should include evenings, weekends and bank holidays.
- E6.3 The **Take a Break** service does not include overnight sitting and night sleeping services, which must be arranged through the care management process.

E7 Referral to the Take a Break and Flexible Breaks Service

- E7.1 The service is direct-access through the Carers Centre

E8 Monitoring & Evaluation linked to Outcomes

- E8.1 The Carers Centre will prepare the following monitoring information for the Service Purchaser by locality in an agreed format:

- i) Number of requests for the **Take a Break** service in previous quarter;
- ii) Number of requests for **Take a Break** in previous quarter that resulted in a referral onto a Breaks Provider;
- iii) Number of requests in previous quarter that resulted in a referral to the Adult and Community Services Directorate;
- iv) Breakdown of **Take a Break** service provision by personal care and non-personal care;
- v) Total number of Carers/ cared for people receiving a **Take a Break** service in the previous quarter, and the number of hours each has received.
- vi) **Flexible Breaks**: number of applications received and agreed; satisfaction feedback from successful applicants.

- E8.2 The information should be broken down as per primary user group of cared for people:

- 65 and over;
- Mental Health 65 and over;
- Physical Disability 18- 65;
- Learning Disability 18-65 (where applicable);
- Mental Health 18-65 (where applicable).

And then by location and ethnic group.

Section E Continued

Carers Breaks Specification

- E8.3 **Flexible Breaks** grant information will also be broken down thematically by use of grant.
- E8.4 The Carers Centre will conduct an annual postal satisfaction survey of all Carers that have approached the Carers Centre to request a service through the scheme in the past 12 months, as well as all Carers that have received a service through the scheme from any of the Breaks Providers in the past 12 months. The survey will cover: satisfaction with the scheme and how it operates; as satisfaction with the service provided by individual Break Providers; impact on carers ability to continue caring including impact on their health and wellbeing The results of the survey will be presented to the Service Purchaser.
- E8.5 The Carers Centre will conduct an annual postal satisfaction survey of all carers that have applied for a **Flexible Breaks** grant in the past 12 months as well as all carers that have received a flexible breaks grant in the past 12 months. The survey will cover: satisfaction with the scheme and how it operates; impact on Carers health and wellbeing (these aspects will be agreed with the Service Purchaser).

CONTRACT VARIATIONS

Contract Variations with Devon Carers

(note that lines 2-5 of the pooled budget year 1 at Addendum 4 apply to variations and part line 1 to the extension).

Variation Agreement Report

March 2014

CP734-11-03

Service:

- 1. Incorporate the provision of Carer Health and Wellbeing Checks (CH&WBC)**
- 2. Incorporate both CH&WBC Support Grant Quality Assurance requirements into the contract**
- 3. Incorporate carers' Hospital Discharge support scheme (previously a trial service)**

Provider:

Westbank Community Health and Care as lead contractor for the Carers+ Consortium

User Group:

Carers

Agreement Status:

Variation Agreement

Locality:

Countywide

Start Date:

1st April 2014

End Date:

31st March 2015

Length:

1 year

Unit Cost:

- 1. Check: £50; Standard review £39.50; Telephone review (trial) £32.50.**
- 2. N/A**
- 3. N/A**

Cost Per Annum:

- 1. No fixed annual cost**
- 2. £107,870**
- 3. £33,100**

Total Cost:

- 1. Based of anticipated volumes £94,400**
- 2. £107,870**
- 3. £33,100**

Service Provider Contact:

Service Purchaser Contact:

Mary Nisbett, Chief Executive
Westbank,
Farm House Rise,
Exminster, EX6 8AT
Tel: 01392 824752 / 07970680411
Email: m.nisbett@wetbankfriends.org

Sue Younger-Ross
Carers Lead,
Floor 2, The Annexe,
County Hall
Topsham Road
Exeter
Devon, EX2 4QD
01392 267686/ 07779798372
Email: sue.younger-ross@nhs.net

Rationale for Extension or Variation of Agreement:

The purpose of this report is to fulfil the following requirements of the Scheme of Delegation in relation to this contract:

- 1. To seek the approval of the Head of Service Social Care Commissioning for a variation of more than £5,000 per annum to an already approved contract;**

1.) Incorporate the provision of Carer Health and Wellbeing Checks (CH&WBC)

Devon County Council will have responsibility for contracting for Carers Health and Wellbeing Checks from 1st April 2014. The finance for this will be wholly provided by the NHS.¹

The majority of GP Practices and a small number of Pharmacies are taking up the existing contract and providing Checks and Reviews at prices fixed since 2009. However, around 40% of the County is not covered by Practices providing these checks, and therefore carers in these areas who are in the target groups for the service are disadvantaged. Whilst it is desirable that the Checks should be provided at GP Practices it is not considered that the % coverage will be susceptible to substantial improvement in the near future.

The Provider is already required as part of the main contract to provide Carer Health and Wellbeing Checks without additional charge to the Authority for Carers to whom it is or is intending to provide a substantial package of care; it has skills and experience, and existing

¹Contracting for this service will enable greater advantage to be taken of the flexibilities offered by the anticipated Pooled Budget arrangement including the proposed Variation; and as the Checks are delegated Carers' Assessments the direct contract is considered very appropriate.

relationships with around 75% of GP Practices in the County. The Provider has expert knowledge of the check and all competences and processes associated with it.

The target group(s) for this variation are the same as those for whom Checks are provided and funded through GP Practices and funding through this variation will only be available for these groups of carers:-

Carers not registered with a participant GP Practice who are also in one of the following groups and who are not in receipt of Devon Carers' services:

- New carers, and people who have recently become carers;
- Carers who have been assessed as at risk of hospital admission through the Devon combined predictive tool or other case finding tool
- Carers whose caring circumstances have recently changed substantially (e.g. change in their own health, change in the health of the cared for person or additional caring responsibilities)
- Carers who have regular and substantial caring responsibilities
- Carers recently identified as carers by their GP Practice and referred for a Check.

This Variation provides for Carer Health and Wellbeing Checks by a Provider alternate to the Carers' own GP Practice when that Practice has not taken up provision; and also for sub-contracting with existing Pharmacy who wish to continue to provide checks (numbers are very low).

It is anticipated that in the first twelve months Devon Carers will offer (with possible increase if GP Practices withdraw) 1,600 checks, 200 reviews and 200 telephone reviews.

The funding for this Variation will come from the monies available from the NHS for all Carer Health and Wellbeing Checks.

The Provider will:

- Employ directly or arrange with suitably qualified local agencies competent staff to provide checks and carry out all follow up.
- Accept delegation of Carers' Assessments from DCC by this Variation
- Arrange directly or make arrangements with others (e.g. Memory Cafes, BME and other local community organisations) for hosting checks and booking appointments
- Complete data processing as required by the Carers Lead (to current requirements and as these may be reasonably varied in the life of the contract)
- Provide monthly returns as required by the Carers Lead on progress in delivery.
- Comply with quality assurance requirements and ensure that Checks are carried out to the required standards including as Carer Assessments.

2.) Incorporate both CH&WBC Support Grant Quality Assurance requirements into the contract into main contract, and to provide for sub-contracting with Pharmacies

The Support Grant to Devon Carers to provide support to the delivery of CH&WBC's has been a feature of the service since the service was first developed in 2009.

It is intended to incorporate the "support grant" elements into the Contract by Variation at a level and cost established through experience as adequate. The Specification for the current Support Grant is Appended. The main features are the provision of competency based training, checking the competence of newly trained staff for accreditation, provision of all paperwork, liaison and trouble -shooting with GP Practices and Pharmacies.

The Variation includes two further elements: quality assurance of Checks as Carer Assessments; and sub-contracting Checks/Reviews with participating Pharmacies.

1 The Variation includes Quality Assurance of all Carer Health and Wellbeing Checks carried out in GP Practices, Pharmacies and via Devon Carers (and as sub-contracted as per Schedule 2 above) as Carers' Assessments. This element will be implemented via an agreed approach which will be proportionate, compatible with Carers' privacy, and consistent and achievable within the budget.

The approach will involve the checking of 1 in 10 of all CH&WBC's by each Provider and all where concerns have arisen.

CSDB has considered the potential conflict inherent in providing checks (Schedule 2) and carrying out the QA function and agreed that this is sufficiently overcome by the deployment in this task of a very senior and experienced Nurse whose professional code will provide the necessary protection. Should she leave then discussions will commence on how this aspect of the service can be properly provided.

This variation will provide for all support and QA required, in terms of competence of Check providers and of the quality of checks in their own right and as Carer Assessments.

Source of finance: NHS.

2. The Variation includes the requirement to sub-contract with participating Pharmacies using the existing main terms and conditions and pricing schedule, re-charging at cost (£60 per check, £40 per review).

The Variation includes data processing and handling as for in-house Checks unless the level exceeds 100 Pharmacy checks when an additional data handling fee based on costs will be agreed.

3.) Variation to incorporate carers' Hospital Discharge support scheme (previously a trial service)

A two year trial was undertaken of the provision of immediate assistance to Carers when they or their cared-for person is discharged from hospital.

The service receives referrals from staff or from Carers themselves, provides an immediate contact point and immediate access to Devon Carers' services (much more quickly than can normally be provided) and where necessary secures immediate provision by local voluntary agencies to ensure that the Carer is able to sustain their caring role. There is also a small provision for white goods, in those circumstances where, for example, a washing machine has broken down because of heavy demand or a microwave oven is needed urgently. These relatively small items have been little called upon in the two years of operation but have made a big difference to stressed carers when the need has been there.

Otherwise the service seeks to ensure that for the six weeks after the discharge the Carer and cared-for are able for example to have a hot meal each day, manage their immediate environment and personal needs, remain warm.

The cost of this service and likely demand are now well established; the Variation assumes around 400 referrals each year of which around 200 are likely to need the more intensive services from local voluntary agencies.

The design of this service is considered to be much more cost effective than alternatives, for example placing additional staff in Hospitals.

The Variation is to include the costs of 0.5 fte coordinator and all materials, promotion and communications.

All acute and community hospitals are covered, including Derriford and Torbay Hospitals (for Devon residents).

Approval Schedule
March 2014

CP734-11-03

Service:

Carers Support Service

Provider:

Westbank Community Health and Care as lead contractor for the Carers+ Consortium

User Group:

Carers

Agreement Status:

Variation Agreement

Locality:

Countywide

Start Date:

1st April 2014

End Date:

31st March 2015

Length:

1 year

Unit Cost:

**1. Check: £50; Standard review £39.50; Telephone review (trial) £32.50.
2. N/A
3. N/A**

Cost Per Annum:

**1. No fixed annual cost
2. £107,870
3. £33,100**

Total Cost:

**1. Based of anticipated volumes £94,400
2. £107,870
3. £33,100**

Payment Frequency:

**1. Quarterly in advance; plus quarterly re-charges at cost for checks undertaken under sub-contract by Pharmacies
2. Ditto
3. Ditto**

Funding Source:

**1. Carers' Strategic Budget (additional transfer from NHS)
2. Carers' Strategic Budget
3. Carers' Strategic Budget**

Amount
PA:

**£94,400
(plus re-charges at cost)
£107,870
£33,100**

Budget Code:

**A242-ASN02-5501
A242-ASN02-5501
A242-ASN02-5501**



Extension Agreement Report
March 2014

CP734-11-03

Service:

Carers Support Service

Provider:

Westbank Community Health and Care as lead contractor for the Carers+ Consortium

User Group:

Carers

Agreement Status:

Extension Agreement

Locality:

Countywide

Start Date:

1st October 2014

End Date:

30th September 2015

Length:

1 year

Unit Cost:

N/A

Cost Per Annum:

£1,299,961

Total Cost:

£1,299,961



Service Provider Contact:

Service Purchaser Contact:

Mary Nisbett, Chief Executive
Westbank,
Farm House Rise,
Exminster, EX6 8AT
Tel: 01392 824752 / 07970680411
Email: m.nisbett@wetbankfriends.org

Sue Younger-Ross
Sue Younger-Ross
Carers Lead,
Floor 2, The Annexe,
County Hall
Topsham Road
Exeter
Devon, EX2 4QD
01392 267686/ 07779798372
Email: sue.younger-ross@nhs.net

Rationale for Extension or Variation of Agreement:

The purpose of this report is to fulfil the following requirements of the Scheme of Delegation in relation to this contract:

- 2. To seek the approval of the Head of Service Social Care Commissioning for a variation of more than £5,000 per annum to an already approved contract;**

Westbank Community Health and Care as lead contractor for the Carers+ Consortium was awarded the above contract following a competitive tender exercise, service commencing 1st October 2011 for a period of 3 years with 2, 12 month optional extensions.

This report is for the approval to undertake the first 12 month option.

The contract states:

“This Agreement will be reviewed prior to the termination date stated in Condition A2 and if it is determined that;

- i) the Agreement continues to fulfil the strategic objectives of the Authority;
- ii) the Service Provider has satisfactorily discharged its obligations under the Agreement;
- iii) the Agreement can be demonstrated as continuing to provide good value for money in relation to available benchmarking information;
- iv) there is sufficient funding available the Service Purchaser will then renew the Agreement for a further period of one year plus one year.”

In respect of these conditions:

- i) the Authority’s strategic objectives still require the efficient support of carers, and this Agreement continues to provide that;
- ii) Since award, contract performance has been highly satisfactory; both performance indicators and feedback from carers are good. “Devon Carers” as the service is now known

has achieved national validation of the quality of its services (as required) from the Carers Trust and recognition by the Trust that it is Carer-led.

The rate at which carers are being identified is increasing, the efficiency of carer support workers is improved, Carer Health and Wellbeing Checks for carers receiving a substantial level of service from Devon Carers are well embedded, the telephone information and advice service is very busy, and the pilot Hospital Discharge service has been successfully trialled. The Provider continues to focus on agreed areas for further improvement, for example in relating to specialist Mental Health and Learning Disability services, and is a good service delivery partner.

iii) At this point it is considered that the contract continues to provide good value for money and it is considered that the expense of a Tender exercise would be unjustified:-

a) The market has not substantially changed in relation to the delivery of these services from the time the Tender was awarded. At that time, as the original Approval Report makes clear, there was not competition for the delivery of this service and this is not thought likely to have changed. It is difficult to “benchmark” this service beyond the exercise undertaken for the original tender to determine the price range to be considered. The Provider continues to work in a highly collaborative way for the benefit of Carers, and is committed to Carer and Young Carer welfare.

b) the Provider continues to provide the service at the Price fixed in 2011.

Finance for the Extension is in place for 2014/5 as part of the continuing revenue budget and from committed NHS funding, and for 2014/6 is envisaged as being part of a Pooled Budget for Carers Services with both NEW Devon and SD&T Clinical Commissioning Groups.

Approval Schedule
 March 2014

CP734-11-03

Service:

Carers Support Service

Provider:

Westbank Community Health and Care as lead contractor for the Carers+ Consortium

User Group:

Carers

Agreement Status:

Extension Agreement

Locality:

Countywide

Start Date:

1st October 2014

End Date:

30th September 2015

Length:

1 year

Unit Cost:

N/A

Cost Per Annum:

£1,299,961

Total Cost:

£1,299,961

Payment Frequency:

Quarterly instalments in advance

Funding Source:

Carers Strategic Budget

Amount

PA:

£1,299,961

Budget Code:

A242-ASN02-5501

Variation for Respite Project

Variation Agreement

Provider:

Devon Carers

Service:

Access to “Bookable” Respite - test of change

Price £25,000

Objective

Access to “bookable” respite is a high priority for carers and a high priority in the Devon Carers’ Strategy.

For the purposes of this agreement “bookable” respite means:

1. Alternative bed-based care providing appropriately for the needs of cared-for people which will allow the carer to take a pre-planned and booked holiday knowing that the care booked is reliably there - characterised as carer “time-share” or “carer holiday club”. Here issues concern availability appropriateness and acceptability of care.

AND

2. “Family” holidays where an appropriate environment and complementary care arrangements are available and facilitated by the holiday provider so that the cared-for and carer (plus other members of the family if wished) can book a commercially - available holiday together and have care arrangements that relieve pressure on the carer. Here issues are mainly information about currently available opportunities and encouraging increasing availability of such options.

FOR

Periods that people would generally wish to take a longer break for - from overnight, through weekends/ a few days away to (say) three weeks.

(Alternative forms may be agreed if/when identified with carers)

Background

Personalisation means that carers increasingly receive support from DCC to access respite via a Direct Payment or personal budget, and much less frequently via an allocation in a designated or block booked respite facility.

This has led to a position where some carers find it difficult to pre-book alternative care that would allow them to take a longer break than a few hours. Essentially their “buying power” is individualised and this puts them at a disadvantage in the market, and in general they are “time poor” and would find it difficult to identify or negotiate the kinds of breaks outlined above.

Many carers also access respite using their own funds but may experience equal difficulties.

These difficulties may vary in severity with the area of the County in which the carer/cared-for live, the needs of the cared-for and cultural requirements related to ethnicity, religion etc.

This service specification/project design has been worked up in discussion with carers and as part of the DCC Respite project led by Paul Collinge and Liz Cox.

Devon Carers has produced an initial, costed, project plan within the resources available.

Identified essential requirements

1. Carers need to “own” the project.
2. Groups of carers coming together to book respite need to “own” the arrangement and accept financial responsibility for them.
3. Carers looking after people in with similar needs (“care” groups e.g. Dementia, frail elderly) need to be enabled to come together to identify mutually acceptable provision and negotiate with providers (where the provision is bed-based, either residential/nursing home care or “Shared Lives” (adult placement)).
4. Provision will be needed initially to cover “voids” while the project is in start-up to allow timely progression. After start-up risks will be shared between the carers and the providers.
5. Provision needs to be in accordance with the Public Sector Equality duty.
6. Willing providers need to be identified.
7. CQC and Financial Regulation requirements need careful consideration throughout.

Project outline

1. Devon Carers will coordinate a project steering group consisting of representatives of appropriate voluntary agencies (e.g. Alzheimers Society, Age UK, Mencap) and carers to assist with the development of the project as a co-production between Devon Carers and carers themselves.
2. Devon Carers will liaise with appropriate DCC staff and with the Provider Engagement Network
3. Two (or more) project localities will be chosen to be: broadly representative of the demographics of Devon; likely to provide sufficient numbers to be an adequate test of change
4. On the basis of the initial plans drawn up by Devon Carers in line with the above, to work to develop the capacity of carers to come together to jointly negotiate/purchase for their needs, and the understanding and ability of providers to respond to this.
5. Providers will span the residential/nursing care sector, Shared Lives (adult placements) and commercial holiday providers with associated appropriate domiciliary care providers, including links to local NHS services as necessary, and aiming to ensure that the test of change includes potentially excluded groups such as BME.
6. The test of change will aim to have operational groups of carers and links with providers in touch to ensure that a minimum of 20 carers who would not otherwise have been able (or doubtfully able) to access a period of respite care of one or more nights by the end of September 2014 and that it is possible to demonstrate by that time whether the demand exists

and is effective, and that the design (including any necessary re-design) is economically sustainable..

7. The project will design and agree with the commissioners an evaluation protocol and data set to enable commissioners to determine next steps by December 2014.

8. The project commenced in the final quarter of 2014/5 and the current agreement (this) is designed to assure the test of change project continuing until December 2014, subject to satisfactory performance and the development of evidence that this approach is appropriate and effective.

(END)

ADDENDUM 2 WORKING CARERS BENEFITS CHECKS SERVICE AGREEMENT

(awaiting updated paperwork - example inserted is 2013/4 agreement)

Grant Approval Report
April 2013

G/000/00/00

Title/Description of Activity to be Grant funded		
Income Maximisation for Working Age Carers		
Provider:		
Devon Welfare Rights Unit		
User Group:	Agreement Status:	Locality:
Working age carers, their families and those they care for.	Grant	Initially Teignbridge Exeter and North Devon; then county wide
Start Date:	End Date:	Length:
1st April 2013	31st March 2014	12 months
Unit Cost:	Cost Per Annum:	Total Cost:
N/A	N/A	£63,000

Service Provider Contact:	Service Purchaser Contact:
Nora T Corkery	Ian Hobbs
Purpose of Report:	
<p>The purpose of this report is to fulfil the following requirements of the Financial Regulations, Section A – Financial Management paragraph A9.1 in relation to this grant:</p> <p>To seek the approval of the Executive Member for Adult and Community Services for a grant award of over £20,000.</p>	
<p>Description of Service including how it conforms with Strategic Aims of the County Council: ‘Carers at the heart of 21st century families and communities in Devon’, Devon’s ten year partnership strategy for carers, statutory, independent and third sector organisations in Devon 2009-2019, set out a vision that: ‘Carers and the person cared for are able to access their benefit entitlements and financial advice at the earliest opportunity, reducing the number of carers experiencing financial hardship due to lack of knowledge and support’. The key features of this vision are that an independent, confidential and holistic money check service is established, accessed through 1 principal telephone number giving carers the choice of 3 referral routes to assist in claiming additional entitlements to benefits and pension or tax credits and provide debt and money advice guidance. The above 3 referral routes are to cover: Route 1 Older Carers, Route 2: Young Carers and Route 3: Working Age Carers.</p>	

In 2009 Carers in Devon identified working carers as a priority work-stream.

This proposal relates to Referral Route 3 of the Devon Carer's Strategy and seeks to pilot a solution to the current lack of provision of benefit entitlement/income maximisation advice services for Working Age Carers.

Aims:

1 The primary aim of this proposal is to provide a welfare benefits advice service to Carers of working age (18 -60). This service was piloted in 2012/13 in Teignbridge, North Devon and Exeter as localities with areas of high deprivation. It is now intended to explore how the service can be adapted to reach beyond these localities with an objective of availability across the County. **To a maximum of 360 referrals.**

2 To create and maintain a multi agency partnership structure for integrating holistic benefit check services for working age carers in Devon.

3. To demonstrate the benefit of this approach in terms of benefit realisation for individuals and access to service

Service Objectives:

The initial primary target group is working age carers in Teignbridge, Exeter and North Devon identified on the basis of referral via Devon Cares Link, Health and Wellbeing Checks, and other statutory, third sector agencies and private sector agencies. It is now intended to build on the evidence of success of the project in 2012/13 to extend the project as far as possible within the financial envelope available. As the service is modified to achieve this, the primary target group will be broadened geographically.

The Project staff will:

- Provide income maximisation advice and support to access entitlements, initially by telephone advice, if necessary by a home visit, up to assistance with appeals if necessary
- Monitor whether trends develop which demonstrate that take-up is lowest amongst certain groups, communities or categories of carers or the cared for.
- Monitor and report impact of Welfare Reform and potential mitigations available.
- Develop and evaluate administrative systems, methods of delivery
- Enable better informed decisions to be made about targeting as the project progresses
- Present findings to Devon County Council, the NEW Devon and Torbay and South Devon CCG's and national government.

Findings so far indicate that in 2012/13 for each £1 invested in the service, carers have benefitted (through in-work and out-of-work Benefits) by £350.

Service Outcomes:

- Carers, their families and cared-for people will be clearer about their rights and entitlements
- Carers, their families and cared-for people will receive additional money to enable them to lead more comfortable and fulfilled lives

Grant Approval Schedule

Month/Year

G/000/00/00

Title/Description of Activity to be Grant funded

Income Maximisation for Working Age Carers

Provider:

Devon Welfare Rights Unit

User Group:

Working age carers, their families and those they care for.

Agreement Status:

Grant

Locality:

Initially Teignbridge Exeter and North Devon, then County-wide

Start Date:

1st April 2013

End Date:

31 March 2014

Length:

12 months

Unit Cost:

Cost Per Annum:

Total Cost:

N/A

N/A

£63,000

ADDENDUM 3 LOOKING AFTER ME SPECIFICATION

Looking after Me - Carers Course Specification 2013/4

Responsible officer Fiona Phelps

(part of larger EPP contract)

Extract from main contract document

Looking after Me for carers

A set of 6 week lay-led courses for anyone who is a carer who would like to find ways to improve the management of their caring responsibilities in a positive way to improve quality of life. This is a specific course to support carers. The course is commissioned from an Expert Patient Programme – Community Interest Company

There are 8 courses run over a year and include:

1. Develop more effective relationships with health and care professionals
2. Use their skills and knowledge to lead a fuller life
3. Have access to a wider support network through contact with others in similar situations
4. The course can also benefit the people being cared for, as carers share skills and techniques and relationships are improved
5. Juggle paid work with caring responsibilities

8 courses in total; 7 in Northern Eastern Western Devon and 1 in Newton Abbot.

ADDENDUM 4 POOLED BUDGET YEAR 1

Budget Area	2014/5
1. Devon Carers core contract	£1,299,961
2. Devon Carers hospital discharge project - contract variation	£33,100
3. Devon Carers CH&WBC's support contract (previously "grant") - contract variation	£107,870
4. Devon Carers CH&WBC's delivery - contract variation	£94,400
5. Devon Carers respite project ("web") (variation separate to the above)	£35,000

6. Short breaks		£1,423,926
7. Working carers benefit checks (DWRU)		£63,000
8. Emergency support (budgeted)		£50,000
9. Clinical Leadership/input		£6,000
10. EPP (LAM)		£40,000
11. Project management (budgeted)		£52,000
12 Misc. costs (venues, travel catering)		£5,000
13 Fund for GP and Pharmacy Checks payments		£296,637
14 Contingency		£17,328
Total		£3,524,222

ADDENDUM 5 SPECIFICATION FOR PRIMARY CARE CARER HEALTH AND WELLBEING CHECKS

Specification Carer Health and Wellbeing Checks 2014/5²

1. All practices are expected to provide essential and those additional services they are contracted to provide to all their patients.

This enhanced service specification outlines specialised services to be provided. No part of the specification by commission, omission or implication defines or redefines essential or additional services.

In particular:

This specification is for the provision of Carer Health and Wellbeing Checks to a specific protocol³ The CH&WBC includes an hour initial consultation for new carers, typically with a HCA or Practice nurse and a half hour follow up at six months; there is also provision for an annual review for carers who specifically request one and who are not receiving support from Devon Carers.

For the purposes of this LES the definition of a carer is set out in the Devon Carers Strategy 2010. The definition of a carer is summarised as follows:

² Note that the text shows track changes from the existing specification text (LES 2013/4)

³ Protocol established and tested with Clinical and Carer input. For initial check protocol see www.devon.gov.uk/carers_h_w_booklet_v5.pdf

“A carer is someone of any age who provides unpaid support to family or friends who could not manage without this help. This could be caring for a relative, partner or friend who is ill, frail, disabled or has mental health or substance misuse problems.”

2. Aims and Objectives

The aim of this service is to enable Carers to consider their own health and wellbeing in a meaningful way, which helps to sustain their caring role and have a life outside of caring and to give recognition and support to the role that carers play in supporting the health and wellbeing of others

3. The objectives are to:

- i) Increase the number of carers **identified (and READ coded)** by GP practices that enables practice staff to:
 - a. Give due recognition and respect for a patients caring role
 - b. Be aware of times when caring responsibilities may impact on attending appointments and cancelling at short notice
 - c. Take account of where a carers health condition has deteriorated due to their caring responsibilities
 - d. Work in partnership with carers, taking account of their expert knowledge on the condition of the person they care for if they are registered with the same practice
- ii) Develop a consistent, evidence based approach to support for carers in GP practices to prevent ill-health and promote wellbeing
- iii) Ensure equitable access, assessment, treatment and opportunity to promote good health for carers, according to their individual level of need,
- iv) Enable carers registered with the practice to access the wider support available through the Devon Carers, as appropriate to their individual needs

4. Description of service and delivery requirements

This specification is for the provision of Carer Health and Wellbeing Checks. The CH&WBC includes an hour initial consultation for new carers, typically with a HCA or Practice nurse and a half hour follow up at six months; there is also provision for an annual review for carers who specifically request one and who are not receiving support from Devon Carers.

There are two options for the delivery of the CH&WBCs:

1. By individual GP practices
2. Collaboratively, by groups of Practices

Additionally, as a short term support measure for Practices arrangements have also been agreed with Devon Carers to allow for an agreement to provide by sub-contract the time of an experienced Peripatetic Nurse for a period of up to six months.

Any personal data that needs to be shared with other providers as a consequence of the CH&WBC (e.g. for referral on) will be in accordance with the Data Protection Act and only with the consent of the individual carer concerned.

Personal data provided by GP Practices to the CCG for the purpose of payment, and performance monitoring, will be shared and stored in keeping with the Data Protection Act. All data provided by the CCG to Devon County Council for the purpose of counting Carers Assessments⁴ and for making payments will not contain personal identifiable information.

5. Scope -Target groups:

The checks are mainly focussed on new carers and newly identified carers.

Practices are encouraged to seek out carers who have not previously been identified and who have not previously had a health and wellbeing check. The current CH&WBC protocol is applicable to all adult carers (over 18).

The following carers are the priority groups to receive a check under this LES:

- New carers, and people who have recently become carers;
- Carers who have been assessed as at risk of hospital admission through the Devon combined predictive tool or other case finding tool
- Carers whose caring circumstances have recently changed substantially (e.g. change in their own health, change in the health of the cared for person or additional caring responsibilities)
- Carers who have regular and substantial caring responsibilities
- Carers recently identified as carers by the Practice outside the above criteria

Any carer who specifically requests a CH&WBC, but is outside of the above criteria

Please note that:

- Practices which provided CH&WBCs during the previous Demonstrator Site programme may recall carers who had a CH&WBC during the programme for a CH&WBC and 6 month review (6 months after the repeat CH&WBC)
- An annual review may be provided for carers who are not currently receiving support from Devon Carers Alternative provision is available for young carers (aged under 18). Young Carers should be identified and

⁴ Devon County Council is able to use a power under the Carers Equal Opportunities Act to delegate responsibility to health partners for the provision of carers' assessment. The CH&WBC are carer assessments within the meaning of this Act.

encouraged to identify themselves (or with their consent be identified to) Devon Carers for referral to a Young Carers worker who will be able to link them to appropriate services.

6. Main requirements

The GP Practice will:

- i) Agree a commitment for the delivery of CH&WBCs, six month and annual reviews with the Carers Lead (they will be assisted in doing this by Devon Carers) and provide an initial business plan which is capable of delivering them
- ii) Review progress against the delivery plan and adjust the business plan regularly accordingly; agree with the Carers Lead such adjustments to the commitment as are sensible and within Budget constraints
- iii) review their existing register of READ coded carers to ensure it is up-to-date, and provide a baseline position by not later than three months after taking up this contract;
- iv) identify patients who care for another person who could not manage without their help, and record on their clinical system using the appropriate READ codes.
- v) nominate a clinical and a management lead within the practice to champion the work with carers and facilitate the preparation of an action plan to deliver the service objectives; these leads will be the key links for the Programme Manager and for Devon Carers in respect of support.
- vi) provide a Health and Wellbeing Check for eligible carers in accordance with the agreed protocol, vii) action the results of the CH&WBC in accordance with the care pathways specified and in accordance with essential and additional services they are contracted to provide to all their patients through existing GMS / PMS core contract specification.
- viii) complete an Individual Carer Record(ICR) for each carer who receives a CH&WBC, and record electronically at:

<https://www.devonpctinfo.nhs.uk/carers>

This will allow for monitoring, budget planning and enable a strategic evaluation of the impact of the LES.

- ix) record and act on the results of CH&WBCs undertaken elsewhere e.g. pharmacies
- x) recall carers who have had a CH&WBC to receive a review at six months in accordance with an agreed protocol
- xi) Provide an annual review (to an agreed protocol) for carers who specifically request one and are not receiving support from the Devon Carers (HWBCs will be provided by the Devon Carers for carers who are using their services intensively e.g. receiving 1:1 support from a Carer Support Worker or accessing short breaks).

xii) Provide an annual “self audit” to an agreed protocol by March 31st to the Carers Lead.

Training for staff, general support , protocols for delivery and all materials will be provided through Devon Carers.

Devon Carers also administers a fund for replacement care and travel costs for carers who would not otherwise be able to attend.

7. Accreditation requirements and support

Practice staff who are delivering CH&WBC must demonstrate appropriate competences.

A compulsory initial one day specific competence based training programme will be provided .

A compulsory annual half day refresher training will be provided to ensure staff are able to keep up to date with developments and maintain their skills.

Payments towards backfill costs for attendance at the initial and refresher training will be made. For initial training this will follow the commencement of checks by the staff member and a simple assessment of competence which completes the process for initial accreditation. Accreditation will be automatically renewed on completion of the half day refresher.

Accreditation confers the status of ‘Trusted Assessor’ of Devon County Council since components of the check are part of the statutory carers’ assessment which is delegated by the Council to CH&WBC providers.

The training programme will be provided on a rolling programme to take account of staff turn-over and for people who need more time to develop the required competencies.

Practices who have not previously delivered health and wellbeing checks to carers as part of the DH demonstrator site programme, should facilitate opportunities for the staff team to receive carer awareness training. Devon Carers will work with providers to supply a bespoke programme according to needs. Consultation skills training can also be made available if required.

It is recommended that practices who have not previously participated in the DH work, or who have not taken up the previous offers of support from Devon Carers, do so. This has been shown to be effective in supporting practices to maintain accurate READ coded registers and to identify new carers (see Appendices for details)

Devon County Council is additionally required to assure the quality of delegated Carers Assessments and therefore of CH&WBC's as carer assessments. During 2014/5 a method for achieving this will be developed in collaboration with provider Practices. It will be a requirement and condition of contract that Providers comply with this and collaborate with DCC in such quality assurance.

8. Activity Data – monitoring activity and outcomes

Increase in the number of carers identified by GP practice. Target of 2% of registered population or 1% more than initial baseline (i.e. after register reviewed and people who are no longer caring have been removed – December 2011 for Practices involved at that time), whichever is the greater (NOTE: typically a Practice list will have more than 10% carers; the greatest achievement logged with the Programme is 5%. No separate funding is attached to achievements against this identification.)

Completion of Individual Carer Record for each carer receiving a CH&WBC

Completion of annual data return re: READ coded carers and audit report between March 25th and March 31st each year

9. Audit requirements

GP practices should provide an annual report of the learning about carers that has been gained through delivering this LES, based on the reflections of the GP practice team. It should include an action plan that demonstrates a commitment to continuous improvement in the area of carer awareness, identification and support. A template will be provided for this purpose (and audit reports should be returned to: sue.younger-ross@nhs.net by 31st March each year

An annual file quality audit will be undertaken on behalf of the Authority on a sample of CH&WBCs and reviews undertaken by each provider covering all staff providing CH&WBCs.

Quality assurance for Checks as carers' assessments may be built into the file quality audit or may be in addition to it.

10. Payment Mechanism and value

Payment will be made each month in arrears of one twelfth of the value of the agreed delivery commitment. Progress will be monitored. Should delivery fall more than 10% below the trajectory required to deliver in full on the committed delivery level for three consecutive months or for three out of five any months the Authority will contact the Provider and reserves the right to make a contract variation if in its view the full target

is unlikely to be reached. This may involve an adjustment in the level of monthly payments or payment recovery.:

Payments will be calculated as follows:

£60 for an initial CH&WBC according to the protocol and entry of the CH&WBC into the ICR system.

£40 for a six month or annual follow up according to the protocols and, entry into the ICR system

Payments will be abated by 1/12 for non-completion of the annual data return and audit report on or before March 31st each year.

N.B. For the purpose of this contract only re-checks for carers who had one previously under the Demonstrator Site Programme and not subsequently will be counted as initial CH&WBCs (i.e. paid at £60)

Payments towards backfill costs for approved one day competence training and half day annual refresher training (excludes NHS Health Check {Vascular Check} training) will be made once it is clear that it has resulted in the commencement of CH&WBC delivery to an acceptable standard– this will normally be judged to be the delivery of 3 CH&WBCs following the training within a period of 3 months after the training and a check of competence. These payments will be made by Devon Carers.

Payments to carers for travel and substitute care costs will be made by Devon Carers.

Support available from Devon Carers

Key components of the support contract (Devon Carers):

- Advice and support to implementation.
- Information on services available to carers.
- Contact point for managers and staff for information and advice.
- Ready referral point for carers who have a check and require carers' services.
- Training and support to achieving competence/accreditation for check providers and to keep knowledge/skills up to date.
- Check protocol, pathway, all paperwork.
- Promotion of checks and providers to Carers (helping generate business)
- Carer travel costs and substitute care costs for check and review.
- Peripatetic Nurse (PN) arrangements to provide quality assurance and support to Practices.
- Short term availability (six months) of PN to deliver checks to enable Practices to commence checks, re-commence checks, avoid disruption of checks during staff sickness or other contingencies (by sub-contract).
- Support to Practice staff on carers issues from Carer Support Workers attached to Practices.
- Support to continuing improvement and learning from experience.
- Payments towards backfill costs of compulsory training (initial and refresher, excluding Vascular Check Training)

- Optional consultation skills training.

**ADDENDUM 6 TERMS OF REFERENCE OF CARERS STRATEGY BOARD
CARERS STRATEGY DELIVERY BOARD
TERMS OF REFERENCE**

**Document Control
REVISED APRIL 2013**

PURPOSE

The purpose of the Board is to oversee the delivery of “Carers at the heart of 21st Century Families and Communities - A ten year partnership strategy for carers, statutory, independent and third sector organisations in Devon 2009-2019” (“Devon strategy for carers”)

The Board was originally established by Devon County Council and NHS Devon and is carried forward by DCC and the NHS Devon successor bodies (NEW Devon Clinical Commissioning Group and South Devon and Torbay Clinical Commissioning Group)⁵ for the area of the administrative County of Devon, relating to the Devon Health and Wellbeing Board.

To achieve its purpose the Board will:-

- Own the “Devon strategy for carers”, overseeing its implementation and recommending when it requires refreshing
- Maintain oversight of the health and wellbeing needs of carers in order to be informed by and contribute to the Joint Strategic Needs Assessment in respect of carers
- Establish Locality Sub-Boards with terms of reference which reflect these to assure a locality perspective on delivery of the strategy and the contribution of all services to this aim
- Oversee the delivery and effectiveness of contracted carer engagement work, by: a) monitoring and assuring the effectiveness of links between the general population of carers, minority groups of carers, young carers, carer support groups and the formal arrangements for engagement (Devon Carers Voice, Forums, Conferences and the Joint Engagement Board etc), and b) between the formal arrangements for engagement and i) the monitoring of service delivery (Devon Carers contract monitoring, other relevant contracts) and ii) this Board
- Receive reports on progress on delivering the strategy from appropriate staff, Locality Sub-Boards, and through the Carers Engagement Framework, using these and other sources as appropriate to monitor the delivery of the Strategy through mainstream services, commissioned carers services, and further activities
- Ensure that delivery is within agreed parameters (cost and organisational impact)
- Align the strategic and directional interests of the carers strategy with those of the Devon Health and Wellbeing Board

⁵ The “sponsoring Authorities”

- Promote the values and principles of the Devon carers strategy in all work with other stakeholders and through all contracts held by the sponsoring Authorities
- Provide feedback to stakeholders on the work of the Board
- Consider and recommend such adjustments to delivery as seem best suited to achieve the objectives of the strategy within its overall parameters

ACCOUNTABILITY

The Board is accountable to the Devon Health and Wellbeing Board.

Collectively the Board is accountable for delivery (including the measurement) of the outcomes and objectives of the strategy, and for ensuring that arrangements are in place to report against spending of funds provided by Devon County Council and through DCC by NEW Devon CCG and South Devon and Torbay CCG.

Members of the Board are individually accountable to their organisations and are responsible for ensuring that the management of their organisation are informed about the work of the Board and are signed up to its approach.

ORGANISATIONS INVOLVED AND MEMBERSHIP

This is a joint group, involving multi agency and carer representatives who can:

- Instigate organisational and operational change to deliver the objectives within the strategy
- Assign appropriate funding and resource to deliver the objectives within the strategy

Note it is within the remit of the Board to review and amend its membership as seen appropriate.

MEMBERSHIP

- Joint Chairs** - The Chair of the Board will be jointly taken by the Senior Commissioning Manager, Social Care, and the Head of Partnerships Team Commissioning (Services), NEW Devon CCG.
- Project Lead**
- NEW Devon CCG Clinical Lead for Carers**
- Representatives of Commissioners of services (children and young people, older people and physical disabilities, Mental Health, Learning Disabilities, Drug and Alcohol misuse)**
- Lead representatives of NEW Devon CCG and of South Devon and Torbay CCG**
- Carer representatives nominated by Locality Sub-Boards**

- g. Service provider representatives: Devon Carers, services as listed under (d) above**

The aim shall be to balance the number of carer representatives with those of others as far as possible.

ACTIVITY MANDATE/ WAYS OF WORKING

The Board will meet quarterly.

The project lead will arrange for the circulation of agendas a week beforehand, and provide Decision and Action logs after the meeting.

The Board will work in an inclusive way, programming its agenda to ensure that all aspects of the strategy are considered and appraised periodically and that most attention is paid to areas where most progress is needed.

The Board will act as a critical friend to service providers and commissioners seeking to deliver the strategy, through a partnership based approach.

The Board will pay particular attention to reducing inequalities.

The Board will provide specific feedback to its Locality Sub-Boards and shall determine reporting and feedback on strategy delivery and issues to the Health and Wellbeing Board and to carers more broadly.

The Board may sponsor such other activities, events and meetings as seem necessary to achieve its purpose.

Reporting requirements

Quarterly report on key components of delivery of the strategy, including finance and a RAG rating with prospects

Other issues of concern in respect of strategy delivery

Emergent issues in respect of carer need and national/local requirements

ADDENDUM 7 “DASHBOARD” AND FINANCE EXAMPLE

Carers Strategy Delivery Board

17th March 2014

Dashboard

Current Achievements

Previous concerns about Young Carer identification in DC have been addressed.

Levels of Carer Identification continue to improve.

Emerging Concerns

CH&WBC participation has not increased to the hoped -for levels (as was anticipated at the last meeting)

FBG budget was exhausted by end December; urgent action was taken to transfer further monies from underspends elsewhere and from DC balances.

The FBG problem is one of success and we may expect to find problems of capacity develop in all areas as carer identification increases; this will inevitably lead to a sharper prioritisation of work on the basis of need and effectiveness.


Activity in progress

A contract variation has been agreed with DC to address carer access to checks where GP's are not signed up and this work has commenced (in Q4)



A contract variation has been agreed to support the Respite project (started Q4)

Carers Dashboard reporting for 2013/14 – September - December 2013

Table 1: General Support Services

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2013/14			Status	Comment
	Planned (2013/ 14)	Actual month 9 (December)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
CH&WBC's GP and Pharmacy delivery	166,000	£55,000	124,500	Circa 2,100 checks Circa 1,000 reviews	NA	1575 checks 750 reviews		We have experienced significant difficulty in getting accurate performance and spend data. Performance data is still not available but the spend data speaks for itself. Performance in February has



Early intervention and prevention	Spend (£) 2013/14			Number of carers 2013/14			Status	Comment
	Planned (2013/ 14)	Actual month 9 (December)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
								significantly increased and the forecast end of year spend on this line is now £81,360.
Health and Wellbeing Check – Support	189,723	-	189,723	75 GP Practices	65	70	☹️	Some additional practices have signed up but some have also left.


Early intervention and prevention		Spend (£) 2013/14			Number of carers 2013/14			Status	Comment
		Planned (2013/ 14)	Actual month 9 (December)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
Hospital Discharge - overall		0	-	0	-	-	-		Work has continued in 2013/14 to build relationships and awareness in hospitals.
Hospital Discharge	Eastern	n/a	-	n/a	Pilot service	306	-		Referrals now received from acute and all community hospitals.

Early intervention and prevention		Spend (£) 2013/14			Number of carers 2013/14			Status	Comment
		Planned (2013/ 14)	Actual month 9 (December)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
	Northern		-	n/a		78	-	😊	Referrals now received from acute and all community hospitals.
	Southern		-	n/a		94	-	😊	Referrals now received from both acute and all but one community hospitals.

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
Community Mentoring Time for Life	50,000	-	50,000	117	88 (cumulative)	87/88	😊	<ul style="list-style-type: none"> Budget is not part of Carers Budget Part of a bigger contract with specific carer targets. Number of carers supported
Devon Advocacy Service	25,000	-	25,000	No target set in contract (27 previous year total)	No return available (previous quarter 18)	20	No rating possible	Re-commissioning of all advocacy services – which


Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
					cumulative			specifically includes services to carers -was completed by end Dec 2013, with new contracts in place for 1 April 2014. Contract monitoring arrangements to be established which will include carer representatives.

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
Safe at Home (previously “Handyman” in this report)	35,000	(on track)	35,000	205	(77) (74) 90 Total 241	Total 154		Recent work with Devon Carers has meant an upsurge in referrals in the current quarter from CH&WBC’s so the final quarter is likely to be considerably higher. Finance not a problem as covered by Public Health.
Community Mentoring BME	NIL	NIL	NIL	No targets set Previous year total 44	29	-		This looks like being a little lower than last year - at this stage we would have

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
								expected 33 if we were to reach 44 by end year. However, this is not specifically funded so the rating has not been changed. If it significantly under-shoots by end year the reasons will be explored with the provider.
Working Carers Benefit Checks	63,000	On target	63,000	300	205	225		In 2012/13 the project covered only three District Council

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
								areas: North Devon, Teignbridge and Exeter. The decision has been taken to re-commission the project for 2013/14, with the ambition of re-designing the initiative to cover the whole of Devon in due course within the current funding

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
								envelope and ensure stronger focus on work/life options. Of the referrals 38 (18%) are from outside the original project area. Following the Christmas break DWRU report an increase in referrals and are confident of

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
								reaching the 300 target. About 27% (up from 20%) of referrals are now resolved by telephone only. Annual benefit gains are in excess of 239% of the grant. DWRU will be presenting at the meeting.
Looking After Me	40,000	-	40,000	8	5 courses	6 courses		In the quarter 5 LAM


Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
								courses were run. 101 carers expressed an interest. Of these 64 registered and 52 completed the course - 81% completion rate of those who attended. Attendance can vary due to caring responsibilities. There

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
								also can be a time lag from expressing an interest and a course being available. The organisation has been encouraged to overbook to allow for dropout rates and bring the started numbers

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
								up, which should increase the number of attendees who complete. Very positive feedback from those individuals that complete the course. Target of 80 carers completed course- 78 have



Early intervention and prevention	Spend (£) 2013/14			Number of carers 2012/2013			Status	Comment
	Plan (2013 / 14)	Actual month 9 (Dec)	Previous forecasts	Planned (year)	Actual Month 9 (Dec)	Previous forecast		
								completed course.

Table 2: Composite Measure for Impact of Devon Carers

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2013/14			Status	Comment
	Planned	Month 9	Previous forecast	Planned (year)	Month 9	Previous forecast (9 month progress)		
Devon Carers	£1.3M	-	£1.3M	14,831	14,427	14,045		Measure is ALL carers supported in any way. Target set at end of 2012/13 plus 25%.
Young Carers known to Devon Carers				2375	2,684	2,535		Target set at end of 2012/13 plus 10%. Now back on track.
Helpline calls handled by Devon Carers				20,800	16,994	15,600		Target proposed based on calls handled to date.

Early intervention and prevention	Spend (£) 2013/14			Number of carers 2013/14			Status	Comment
	Planned	Month 9	Previous forecast	Planned (year)	Month 9	Previous forecast (9 month progress)		
								Service is reported very busy.
Hours of 1-2-1 support provided by Devon Carers				7,200	6,032	5,400		Service is on target for full capacity.
Number of Devon Carers Alert Cards carried				1,613	2,267	1,613		New target based on cards carried to date.

Table 3 Short Breaks

Short breaks	Spend (£)			Number of carers			Status	Comment
	Planned (budget)	MONTH 9 actual	Forecast (previous)	Planned	MONTH 9 (cumulative)	Previous forecast		
Take-a-break	914,022 (865,522)	493,551	907,563 (899,993)	2,800	2,670	2,650		Both the main breaks schemes remain popular and in particular flexible grant applications levels are high. The FBG budget was overspent by end
Flexible breaks grants	711,404 (544,404)	557,307	711,404 (544,404)	3,500	3,634	2,700		


Short breaks	Spend (£)			Number of carers			Status	Comment
	Planned (budget)	MONTH 9 actual	Forecast (previous)	Planned	MONTH 9 (cumulative)	Previous forecast		
								December and emergency action was taken.
Total Breaks	1,625,426 (1,409,926)	1,050,85	1,618,967 (1,444,397)	6,300	6,304	5,350		Overall annual investment was increased by emergency transfers from both CCG's., DCC and DC. However the budget available for breaks for 2014/5 will revert to the 2013/4 starting position. Full review of short breaks schemes is planned for Q1 2014/15.

Table 4: Developmental

Developmental	Comment
	Work now in hand and workshop planned in Q4 to provide better access to emergency

Emergency Response	support out of hours to carers with an Alert Card.
Web based platform for booking breaks	Bookable Respite project planned to commence in Q4.
Replace statutory Carers Assessment with Health and Wellbeing check	Carer Assessment now delegated to GP Practice-based CH&WBC's. Work in hand to embed legal requirements on checking assessments as part of contract variation with Devon Carers. This will incorporate also checks done in DC by CSW's and in Pharmacies. Further work will be required on internal DCC Carer Assessments which has started.
Trusted Assessor	Has not proven possible to take forward within the DCC staff therefore being incorporated as above.

Please note that Red Amber Green ratings relate to the work stream and not individual contracts as such. Contract monitoring is not undertaken at the Board. Ratings can be affected by demand and other social and economic conditions, or may reflect learning the Commissioners wish to see undertaken, or other issues.



Good progress. Initiatives marked green are EITHER already running at or above target (if the latter without budget implications); OR have good prospects of reaching target in the next quarter.



Cause for concern. Initiatives marked amber are EITHER running at over 80% of their target (but unlikely to meet it in the next quarter), OR over 60% but with good prospects of reaching target, OR are in the early stages of set up and delivery, and the numbers of carers benefiting is likely to increase significantly in the last quarter of the year but it is not possible at this stage to forecast exact numbers at this stage. Amber will also be used if an initiative is running ahead of target with budget implications OR there is other cause for concern.



Priority for Action. EITHER significantly behind target (60% or less with no immediate prospects of improvement) OR have not yet been taken forward OR there is other significant cause for concern

2013/2014 Carers - Financial monitoring as at December 2013											
(example)											
This statement covers three areas - the budget held by Devon County Council, the funds transferred to Devon County Council by way											
of agreement with Health and funds held by Health direct.											
The 2013/14 funding plan was presented here earlier in the year and is essentially the same although £14k as expected has been added											
which came from Mental Health budgets (as did the expenditure).											
This is as set out as follows:											
				£							
DCC revenue budget				2,009,000							
NHS Direct funding				399,314							
s256 agreements				1,135,908							
Total resource				3,544,222							
The budget is deployed like this:											
<u>Budget area</u>				<u>NEW Devon s256</u>	<u>SD & T s256</u>	<u>DCC</u>	<u>NEW</u>	<u>SD&T</u>	<u>Total</u>	<u>Expected spend</u>	<u>Variance</u>
				£	£	£	£	£	£	£	

Project Management			19,266	4,519	23,785			47,570	51,276	3,706
Misc costs (venues/travel/catering etc)					5,000			5,000	5,000	-
Working carers benefit checks			18,630	4,370	40,000			63,000	63,000	-
Health and wellbeing checks			153,676	36,047	-	286,184	67,130	543,037	283,703	-
Devon Carers			177,713	41,687	1,080,600			1,300,000	1,299,961	39
Shortbreaks			490,050	114,950	818,926			1,423,926	1,423,949	23
Emergency			40,500	9,500				50,000	50,000	-
Web			20,250	4,750				25,000	25,000	-
Clinical Lead						4,860	1,140	6,000	-	6,000
Expert Patient Programme						32,400	7,600	40,000	40,000	-
Contingency					40,689			40,689	21,999	-
TOTAL			920,085	215,823	2,009,000	323,444	75,870	3,544,222	3,263,888	-
										280,334