



**THIS AGREEMENT** is made on 1<sup>ST</sup> April 2006

**BETWEEN:**

- (1) Dudley South Primary Care Trust
- (2) Dudley Beacon and Castle Primary Care Trust
- (3) Borough Council of Dudley ("The Council")

**WHEREAS:**

- (A) The Partners have agreed to enter into the Partnership Arrangement for the purpose of creating a Pooled Fund.
- (B) The objective of the Partnership Arrangement is to improve the Services for users through closer working between the National Health Service and Local Government which is pursuant to the obligations for the Partners to co-operate with each other in providing the Services as [referred to in Section 27 of the Act].
- (C) The Partnership Arrangements have been established pursuant to Section 31 of the Act and pursuant to the Regulations.
- (D) The Partners have carried out consultation on the proposals for the Partnership Arrangements with user groups, staff, non-statutory providers and National Health Service Trust and PALS representatives as are required to satisfy the terms of paragraph 4(2) of the Regulations.
- (E) The Partnership Arrangements proposed by this Agreement fulfil the objectives set out in the Authority's Health Improvement and joint Investment Plan made pursuant to Section 28 of the Act.
- (F) The provisions of this Agreement shall take effect on the Commencement Date.

**IT IS HEREBY AGREED BETWEEN THE PARTNERS:**

**1**                            **Definitions**

1.1     In this Agreement, unless the context otherwise requires:

“**the 1977 Act**” means the National Health Service Act 1977;

“**the Act**” means the Health Act 1999;

“**the Chief Officers**” means the **Chief Executive Officers of the Primary Care Trusts** in the Borough of Dudley and the **Director of Children’s Services** of the Council

“**the Council**” means the Borough Council of Dudley;

“**the Commencement Date**” means the 1<sup>st</sup> day of ***April 2006***.

“**the Council’s Functions**” means such of those functions mentioned in paragraph 6 of the Regulation as may be necessary to provide the Services;

“**the Functions**” means together the Primary Care Trust’s Functions and The Council’s Functions;

“**the Authority**” means the Council.

“**the Joint Co-ordinating Group**” is a sub committee of the Children and Young People’s Strategic Partnership (CYPSP) with delegated responsibility for arrangements under this agreement. It has representation from the Partners of a sufficient level of seniority to agree commitments against the pooled budget and are responsible for monitoring and receiving reports and information upon the operation of the Partnership Arrangements as is shown in Schedule 1.

“**the Partners**” means together the Primary Care Trusts and the Council;

“**the Partnership Arrangements**” means the arrangements jointly agreed by the Partners for the purposes of providing the Services pursuant to the Regulations and Section 31 of the Health Act 1999;

“**the Lead Manager**” means an officer from the Lead Authority appointed by the Partners for the purposes of managing and reporting on the use of any of the flexibilities in the Act and/or administering a Pooled Fund as per Schedule

1 and making payments from the Pooled Fund in respect of costs incurred providing the Services;

**“the Pooled Fund”** means the fund of monies maintained by the Lead Manager from contributions by the Partners for the purposes of providing the Services with agreed funds and contributions by partners identified in Schedule Two ;

**“The Panel”** is the committee set up to provide professional recommendations to the Lead manager and whose constitution is set out in Schedule 5.

**“The Panel Chair”** shall be the chair of the panel and is responsible for conveying recommendations to the Lead Manager from the Panel.

**“the Primary Care Trusts”** means the Dudley South Primary Care Trust and the Dudley Beacon and Castle Primary Care Trust.

**“the Regulations”** means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI No. 617 and any amendments and subsequent re-enactments;

**“the Section 31 Board”** means the Children and Young People’s Strategic Partnership.

**“the Service Contracts”** means the contracts entered into by the Partners for the purposes of commissioning the Services;

**“the Services “** means the services to be provided as described in Schedule 1 of this agreement.

**“the Financial Year”** means a period of 12 months from 1<sup>st</sup> April of one year to 31<sup>st</sup> March of the following year.

**“the Term”** means the term of the Agreement which will be **1/4/06 – 31/3/11**.

## **2 Service Provision**

- 2.1 The Services to be provided under this Agreement are as set out in Schedule 1 attached hereto (“the Services”). The Partnership Arrangements will lead to a health gain and meet the targets of the Dudley Children and Young

People's Plan 2006-9 and the National Services Framework Local Plan for Children, young people and Maternity services.

### **3 Joint Structures and Responsibilities**

- 3.1 The Partners will establish the Joint Co-ordinating Group consisting of representatives of the Partners and other agencies as may be agreed by the Partners. Figure one identifies the reporting mechanisms diagrammatically.
- 3.2 Meetings of the Joint Co-ordinating Group will take place at a minimum quarterly.
- 3.3 The purpose of the Joint Co-ordinating Group is:
  - a) to jointly manage the provision of services as set out in this Agreement and at schedule 1 and to manage issues arising there from;
  - b) to appoint a Lead Manager from the Lead Authority as identified in Schedule 4 of this agreement, with delegated responsibility for the commissioning of services through the Pooled Fund. The Lead Manager will be accountable for managing the budget and forecasting and reporting to the Partners via the Joint Co-ordinating Group, on the outputs and outcomes and the achievements of targets as set out in the partnership agreement.
  - c) To oversee a Panel with representatives of the partners to make professional recommendations to the Lead Manager on the use of the Pooled Fund. The Chair of Panel shall rotate amongst the Partners and report the recommendations of Panel to the Lead manager. Operational Managers shall act according to the decisions of the Pool Manager. The protocol for the panel is included as Schedule 5 of this agreement.
  - d) to agree the timing of submission of monitoring reports to take account of the reporting cycles of the Partners;

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- e) to agree appropriate action and approaches to issues resulting from the above reports where necessary;
- f) to agree approaches to issues arising from the development of services;
- g) to resolve disputes or where necessary to refer such to the Chief Officers of the Partners to this Agreement for resolution;
- h) any other purposes as may be deemed appropriate by the Partners.

## 4 Governance

- 4.1 The Joint Co-ordinating Group will report at a minimum quarterly to the Implementation Group of the Dudley Children and Young People's Strategic partnership (DCYPSP)
- 4.2 Governing arrangements shall otherwise be according to Schedule 3 and implementation processes according to Schedule 4

## 5 Host Authority Obligations

- 5.1 The Partners agree as follows:
  - a) The Standing Orders and Standing Financial Regulations of the Host Authority shall apply to the management of the Pooled Fund and the provision of services under this Agreement. However, where a party to this Agreement is not the Host Authority, and has more stringent regulations then these will be adopted, to ensure best practice is applied.
  - b) Defined audit arrangements will be developed taking account of guidance from the Audit Commission and that contained in "Guidance on the Health Act Section 31 Partnership Arrangements" issued by the Department of Health. A year end Memorandum Account showing income received, expenditure and any balance remaining shall be sent to the Partners for inclusion in their statutory accounts.

- c) HM Customs and Excise shall be consulted with regard to VAT aspects of Health Act partnership arrangements.

## **6 Funding**

- 6.1 The Partners have agreed their initial contributions to the Pooled Fund as set out in Schedule 2 .
- 6.2 The Pooled Fund shall only be used for the Services referred to in Schedule 1 unless amended by the Joint Coordinating Group.
- 6.3 The Partners shall pay their contribution to the funding of Services to the Host Authority on 1 April on receipt of an invoice from the Host Authority sent to the Partners representative on the Joint coordinating group. And then in 4 instalments.
- 6.4 The Host Authority shall use the payments made by the Partners in such a way as will secure the most effective and efficient use of resources.
- 6.5 It will be the responsibility of the Lead Manager to report any changes forecast to the total level of agreed budgeted expenditure for the year in a timely manner to the Joint Co-ordinating Group in accordance with Clause 3 hereof. The Joint Co-ordinating Group shall endeavour to contain expenditure within agreed budget or to utilise a surplus, or exceptionally, where additional funding is considered necessary, shall submit a case of need to the Partners. Where additional funding is approved, the Partners shall consider the appropriateness of continuing such level of funding as part of the budget setting process for the following year, as set out in Clause 6.
- 6.6 Where an unforeseen overspend arises at the year end, the Partners shall consider how best to fund this and its implications for future years. Such additional funding will be in proportion to the Partner's contribution to the relevant Pooled Fund unless agreed otherwise.
- 6.7 Unforeseen or fortuitous underspends at year end will be available to the Partners in the first instance if required by them, in proportion to their

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contributions to the Pooled Fund, or, if not required, will be managed into the following year by the Host Authority pending agreement by the Partners on future use of the fund.

- 6.8 Where an underspend is planned and agreed with the specific aim of carrying it forward for a stated purpose in the following year, then it is for the Partners to agree if, and how, this can be achieved.

## 7 Budgets

- 7.1 The Partners agree that the annual budget will normally be calculated as the budget for the previous year, plus or minus any agreed changes which shall take into account inflation. The Partners may by agreement make planned changes in the Budget for the coming year.

## 8 Costs

- 8.1 Each of the Partners shall pay any costs and expenses incurred by it in connection with the management of this Agreement.
- 8.2 The administrative costs of the Host Authority in managing the pooled fund shall be shared by the Partners subject to the agreement of the Joint Co-ordinating Group.

## 9 Termination and Disputes

- 9.1 Should the PCT's have concerns that the Host Authority is failing to exercise any of its obligations under this Agreement it shall immediately raise concerns without delay to the Joint Co-ordinating Group for resolution.
- 9.2 In the event of dispute or disagreement relating to the terms and conditions of this Agreement, which cannot be resolved under the following terms of this Agreement, then either party may by service of 12 months previous notice in writing upon the other party terminate this Agreement,
- 9.3 Any dispute or difference between the Partners arising out of or in any way relating to this Agreement shall if required by either party be referred in the first instance to the Chief Executives of the partners, and in the second instance to



the Leader of the Council and the Chairs of the Primary Care Trusts to resolve, and failing agreement in the third instance to the Secretary of State for Health.

## **10 Liabilities and Indemnity**

- 10.1 Without prejudice to the primary liability of each Partner for its respective functions, preserved by Section 31(5) (a) and (b) of the Health Act 1999, the following indemnity provisions will apply.
- 10.2 In this Clause any reference to the PCT, its employees, agents or its contractors shall exclude:
- 10.2.1 anyone acting under the direct supervision, instructions, direction or control of the Council under the terms of this Agreement;
  - 10.2.2. any Council Staff; or
  - 10.2.3 other employee of the Council.
- 10.3 References in this Clause to damages, claims and liabilities shall include the obligation to pay sums recommended by an Ombudsman or under any other complaint resolution process.
- 10.4 The PCT will indemnify the Council from and against any damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the Council arising from the exercise of the PCT's Functions or the breach by the PCT of any obligation under this Agreement (except in so far as such damages claim or liability arises from any negligent act or omission or breach of any obligation in this Agreement by the Council or a Council Staff or any other employee of the Council) including, without prejudice to the generality of this provision, any act, neglect or default of the PCT its employees, agents or contractors.
- 10.5 The Council will indemnify the PCT from and against any damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the

PCT arising from the exercise of the Council's Functions or the breach by the Council of any obligation under this Agreement (except in so far as such damages claim or liability arises from any negligent act or omission or breach of any obligation in this Agreement by the PCT its employees or agents) including, without prejudice to the generality of this provision, any act, neglect or default of the Council, its agents, contractors or employees.

- 10.6 Each Partner will indemnify the other from and against any direct loss and expense suffered and reasonable legal fees and costs incurred by the other as a result of any breach of this Agreement by it, except to the extent that such loss etc is caused by the breach of contract or the act, neglect or default of the other, its employees, agents or contractors.
- 10.7 In relation to the diagnosis, care and treatment of a client or patient of the PCT under the PCT's Functions, the provisions of NHS Indemnity shall apply in relation to any acts or omissions of the PCT, its employees or agents in consequence of which the client/patient suffers harm.
- 10.8 The Partners shall use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any claim or proceedings which is or may be subject to an indemnity under this Agreement and any material developments. The Partners shall co-operate in the defence of any such claim or proceedings. No settlement or admission properly made by either Partner in dealing with a complaint or in connection with any professional or disciplinary proceedings shall vitiate its right to be indemnified by the other under this Agreement.

## **11 Insurance**

- 11.1 In respect of liabilities arising under any indemnity in this Agreement, the PCT shall maintain membership of the Liabilities to Third Parties Scheme and the Clinical Negligence Scheme for Trusts or such other scheme as may be operated from time to time by the National Health Services Litigation Authority; and, the Council shall maintain such insurance as it considers appropriate.

- 11.2 The Partners shall co-operate with each other in the defence of any claim arising under this Agreement using the Insurance Protocol, agreed between Local Authorities and NHS bodies in operating Partnership Agreements under Section 31, as guidance.

## **12 Sub-Contracting/Assignment**

- 12.1 The Partners acknowledge that neither of them shall be entitled to assign the whole or part of their rights or obligations under this Agreement unless permitted or required to do so by any statutory provision or the Secretary of State for Health in consequence of any transfer of their respective Functions to another body or agency.
- 12.2 Each Partner shall be permitted to sub-contract the provision of Services under this Agreement, provided that the sub-contractor is required to enter into a sub-contract containing provisions of similar force and effect to the relevant provisions of this Agreement.

## **13 Complaints**

- 13.1 The Partners shall each continue to deal with complaints falling within the ambit of their statutory functions, duties and powers in accordance with their own complaints procedure.
- 13.2 Each Partner shall ensure that the other will be kept fully informed of the progress of any complaints related to their functions and to the arrangements under this Agreement.
- 13.3 The Partners recognise the need and expediency of responding to a complaint as quickly as possible and will therefore deal with any complaints as speedily as possible.
- 13.4 Prior to the issue of any press release or making any contact with the press on any issue attracting media attention the Partners shall consult with each other to agree a joint strategy for the release and handling of the issue.

- 13.5 In the event of any potential legal action or complaint to the Local Government or Health Ombudsman relating to the Partnership Functions, the Partner notified of the potential legal action or complaint shall notify the other immediately and if possible agree a joint strategy for dealing with the action.

## **14 Review**

- 14.1 The Partners shall review the Partnership Arrangements, reporting to the DCYPSP no later than twelve months prior to expiry of the Term.
- 14.2 The Partners may determine to extend the Partnership Arrangements beyond the Term.
- 14.3 The Partners agree to extend the Partnership Arrangements then the following provisions shall apply:
- 14.3.1 The Partnership Arrangements shall be extended by successive 12 month periods rolling unless and until terminated by notice served in accordance with Clause 8.2.
- 14.3.2 Notwithstanding the provisions of Clause 8.2, the Partners shall have the power to determine the Partnership Arrangements at any time after expiry of the Term on service of 12 months notice expiring at any time.

## **15 Sharing and Handling of Information**

- 15.1 Either Partner shall when it obtains access to Personal Data (as defined in the Data Protection Act 1998) obtained by or in the possession of the other Partner it and its employees will duly observe all their obligations under the Data Protection Act 1998 which arise in connection with this Agreement.
- 15.2 Except as required by the law the Partners agree at all times during the continuance of this Agreement and after its termination to keep confidential all documents or papers which one Partner receives or otherwise acquired in

connection with the other and which are marked "Commercial - in confidence" or such other similar words signifying that they should not be disclosed.

15.3 In the event of an enquiry from a Member of Parliament about the circumstances of a client relating to the Partnership Function, the Partner receiving the complaint shall consult with the other immediately and agree a joint strategy for the release or handling of the issue.

15.4 In the event of an enquiry from a Member of Parliament about policy any Partner shall respond in accordance with this Agreement.

## **16 Variation**

16.1 The variation/change control provisions in this Clause shall apply as a means of developing and refining the PCT's Functions or the Council's Functions and fulfilling the objectives of this Agreement.

16.2 If at any time during the term of this Agreement either Partner gives notice to vary this Agreement, it shall be considered first by the Joint Co-ordinating Group for approval and then implemented by the Host Authority.

16.3 If any requested variation/change cannot be agreed or the terms of its implementation cannot be agreed, the change/variation shall not take place.

## **17 Waiver**

17.1 No forbearance or delay by either Partner in enforcing its respective rights will prejudice or restrict the rights of that Partner, and no waiver of any such rights or any breach of any such contractual term will be deemed to be a waiver of any right or of any later breach.

**18 Force Majeure**

18.1 Neither Partner will be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control, including fire, natural disaster, flood shortage or delay of power, fuel or transport.

**19 Contracts (Rights of Third Parties) Act 1999**

19.1 Any rights of any Third Party to enforce all or part of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

**20 Notice**

20.1 All formal Notices relating to this Agreement shall be given by hand, pre-paid first class post (or in accordance with the Postal Services Act 2000 if applicable) or facsimile transmission confirmed by pre-paid letter to the addressee at the address given below or such other address as the addressee shall have for the time being notified to the other Partner giving the notice and such Notice shall be deemed to have been delivered either upon delivery if by hand or if by letter at the expiration of forty eight (48) hours after posting or if by facsimile, upon receipt.

## Schedule 1 – The Services

### **Children with Disabilities**

The Agreement is in respect of services commissioned specifically for children under **19** years of age who have severe disabilities, meeting the criteria of the Children's Disability Team and who require a placement to meet those needs outside of Dudley Borough or within the Borough from a Voluntary or Independent sector provider.

There shall be flexibility to develop and/or test out innovative and novel approaches to services to meet the needs of eligible children and such approaches may be funded through pooled funds provided that:

- a) Those services are not already funded elsewhere within the Borough*
- b) Those services prevent the need for a placement*
- c) The Funded service is not an existing service and does not subsidise existing services*

*Unless otherwise agreed by the Joint Co-ordinating Group*

To be eligible for services they must:

- a) Reside in Dudley Borough, or
- b) Have originated in Dudley Borough, and while living outside the Borough, local agencies continue to have financial responsibility, or
- c) Be within the Primary Care Trust responsible population,
- d) Meet the criteria of the Children's Disability Team which based at 8 Ednam Road, Dudley. (appendix 1)
- e) Have had a multi-agency assessment (appendix 2)
- f) Have the agreement of the 3 Partner Agencies that the child's needs can best be met by an external placement and at least 2 of the partners cannot meet the needs locally or within agency provision.
- g)** Have a Statement of their Educational Needs where they are of school age under the Code of Practice for Special Educational Needs 2001

## CHILDREN'S DISABILITY TEAM CRITERIA

The criteria outlined below provides guidance in relation to children and young people in need, for whom referral for intervention by the Children's Disability Team may be considered.

The criteria relates both to children who have a disability at birth and to children/young people who, during childhood or adolescence, become disabled as a result of illness, accident or injury. Children's eligibility may be reviewed if level of ability/disability alters.

### CRITERIA

1. Children who at birth or during childhood have a clearly identified severe disability. The team works to the definition of disability as defined by the "Disability Discrimination Act 1995" a physical or mental impairment, which has a substantial or long term effect on a person's ability to carry out day to day activities.

*Severe disability may include:*

- \* **Non mobility.**
- \* **Severe learning disability**
- \* **Severe challenging behaviours arising from a severe learning disability, when the behaviour itself or its severity/frequency is inappropriate given a persons age or level of development. (Zarkowski & Clements 1988). Severely challenging behaviour refers to behaviour of such intensity, frequency or duration that the physical safety of the person or others is likely to be placed in serious jeopardy, or behaviour, which is likely to seriously limit or deny access to, or use of, ordinary facilities. (Emerson et al 1987).**
- \* **Severe visual or severe hearing impairment**
- \* **Technology dependence (including children with complex health needs)**

The criteria does not include children with emotional and behavioural difficulties, nor will it include children/young people with mental health problems or attention deficit disorder (ADD) or attention deficit hyperactivity disorder (ADHD).

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January 2006



## **Appendix 2**

### **CORE (MULTI AGENCY) ASSESSMENT PROTOCOL FOR CHILDREN WITH DISABILITIES** **LIVING WITHIN THE DUDLEY BOROUGH**

#### **Introduction**

The protocol has been agreed by the Dudley Primary Care Trusts and Dudley MBC Directorate of Childrens' Services.

It is intended to be agreed and implemented by all agencies who may have contact with children with severe disabilities and their parents or carers.

The protocol should not prevent early working together of the three major agencies where a child with severe disabilities clearly needs this, particularly as early planning may in fact prevent the need for the use of the protocol.

#### **Philosophy**

As with other children's cases, Health, Education and Social Care staff need to work together from the earliest possible stage in order to plan for the holistic needs of children with severe disabilities.

Wherever possible the needs of the child should be met within it's own family with support from the two major agencies.

The above agencies need to work to ensure that the child does not need to be placed outside of the borough where contact with family, siblings, peers and friends cannot easily be maintained. There may of course be very rare occasions where the need of the child cannot be met in borough but this will be identified by the core (multi agency) assessment.

Core Assessments are currently being implemented following the Framework for the Assessment of Children in Need and their Families, being issued by the Department of Health, Department of Education and Employment and the Home Office (2000). The framework covers information gathering, summary, analysis and plans. It gives additional guidance for completing a core assessment with a disabled child. (See appendix 1)

#### **Process**

- 1.0 When an agency or a member of staff (e.g. consultant, social worker, statementing officer, teacher or other professional) is made aware of a situation relating to a child with severe disabilities which is likely to lead to a breakdown of school placement and/or a breakdown within the home situation, that could have complications for other agencies then the following steps should be taken.

- 2.0 They should immediately call a planning meeting, which should take place within 7 working days to look at the potential care options available for the child. The meeting must include a representative from the two financing organisations (Health and Children's Services).
- 3.0 The meeting should plan how the core (multi agency) assessment will proceed, who will be the lead from each agency and decide what services are required immediately from the agencies whilst the assessment proceeds.
- 4.0 The originating agency should inform the family carer of this protocol, that a planning meeting will take place, and that a core (multi agency) assessment will be required, but must not prejudge any outcome decisions by indicating what solutions are likely to emerge.
- 5.0 The core (multi agency) assessment which also includes the views of parents/carers and the child must be concluded in advance of any decision being relayed to the family.
- 6.0 The core (multi agency) assessment will include the child's education, health and social needs all as the framework for Assessment of Children in Need and the statutory process for the assessment of special educational needs.
- 7.0 The conclusion of the core (multi agency) assessment shall be given to the Primary Care Trust by the Health Assessor and taken to the appropriate Panel, for agreement of the proposed plan and, importantly, any emerging increased service provision, and so that costs can be appropriately agreed by the agencies, or agreed through the Section 31 Partnership arrangements for pooled budgets.

**January 2001 amended July 2006**

**Schedule 2- The Pooled Fund**

**Pooled Fund in the Financial Year 2006/7**

**General Funding**

The Council	£1,208,430 (DSG £511800, LA 696630)
The Primary Care Trusts	£213,820

**Core Contract with Sandwell Community Caring Trust for specialist services at Sandley House**

The Council	£282,415
The Primary Care Trusts	£20,000

<b>Total Contract Value</b>	<b>£1,724,665</b>
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**Schedule 3 – The governance arrangements**

1. The Children and Young People's Strategic Partnership
  - Will act as the Section 31 Board
  - Will oversee the management of this scheme through the delegated arrangements.
  - Will oversee wider changes in local partnership arrangements to better serve the needs of local children and young people.
2. The Joint Co-ordinating Group
  - Will meet quarterly to receive reports from the Lead Manager and the chair of the Pooled Budget panel to monitor service provision and commitments on the Pooled Budget.
  - Will provide an annual report on the partnership arrangement to the Children and Young People's Strategic Partnership.
3. The Lead Manager
  - Will be accountable for managing the budget and forecasting and reporting to the Partners via the Joint Co-ordinating Group, on the outputs and outcomes and the achievements of targets as set out in the partnership agreement.
4. Pooled Budget Panel
  - Will provide the vehicle for making recommendations on individual placement service requests to the Lead manager acting on behalf of the partner agencies to the children's pooled budget.
5. Chair of Panel
  - Shall be responsible for conveying the recommendations of Panel to the Lead Manager

## Schedule 4: Arrangements

### Terms of Reference for Joint Co-ordinating Group

**1. Dudley Children's Services** will be the Lead Commissioner for the partnership arrangements.

#### **2. Purpose**

To be responsible for the performance management of activity and financial reporting in respect of pooled budget arrangements.

#### **3. Key Responsibilities**

- Monitor the activity in respect of pooled budget
- Consistent and coherent controls and procedures are in place for the management, monitoring and review of the pooled budget
- Hold to account the Lead Manager for both the process and budgetary management
- Clear criteria is developed and adhered to by all partners
- Financial reporting is made on a regular basis to partner organisations
- Identification or/and development of data collection systems that can contribute toward the evaluation and monitoring of activity set against the pooled budget
- Coordinate the evaluation/review of the pooled budget
- Ensure NICE guidance and national standards are integral

#### **4. Reporting Arrangements**

Regular reporting will take place:

- Children and Young Peoples Partnership (Children's LIT).
- To the HIMMT

#### **5. Membership:**

Voting members:

- Designated PCT commissioner for Children's Services
- Children's Services Assistant Director
- PCT Finance Director

Advisers to the group:

- Chair of Panel
- Head of Service
- Local Authority Finance Officer
- Children's Services Commissioning Officer (as required)

## **6. Working Arrangements**

- The group is long life group established as the key mechanism for ensure accountability and auditability of all financial activity and decision making in respect of the pooled budget.
- The group will meet approximately once every 2 months.
- The group will agree who will fulfil the role of Lead Manager – rotate on an annual basis
- In the first instance the Assistant Director of Children’s Services (Specialist Services) will be the responsible officer and will receive placement recommendations from the PEPP for approval for funding external placements on an individual basis.
- Task groups will be identified to carryout specific pieces of work and report back to the groups
- Members of the group will be responsible on an individual basis for feeding back developments into their own organisation and feeding back to the group action/comment etc
- A finance officer will offer a current financial position and forecast at every meeting

## **7. Quorum**

The group will be viewed as quorate when there is representation from the Borough Council of Dudley and Dudley PCT

## **8. Terms of office**

Chair to rotate as agreed by the group

Lead Manager may act as chair

## **9. Governance**

The Joint coordinating Group has delegated decision-making authority in respect of the pooled budget.

Notification of a potential overspend should be flagged as soon as possible and the group in the first instance to identify a means of managing the budget back into the original financial envelope. Partners must report back to their respective organisations and gain agreement if an overspend is unavoidable and can be evidenced as such.

## Pooled Budget Panel- Terms of Reference

### 1.0 Organisation of Panel

The Panel shall meet at least ten times a year or as appropriate to consider applications for pooled funding or to monitor existing arrangements

### 2.0 Membership of Panel shall include:

#### 2.1 Voting Members

A representative of Primary Care Trusts (PCTs) in Dudley Borough,

A Head of Service from Dudley MBC Directorate of Children's Services Specialist Services Division

A representative of the Special Education Needs service of Dudley MBC Directorate of Children's Services

#### 2.2 Advisers

A Commissioning Officer (Children's Services)

Team Manager or Assistant Team Manager (CDT)

Representative of Finance Directorate, Dudley MBC

Other advisers and observers shall be invited at the discretion of the voting members.

2.3 **Deputising.** Each Voting Agency may nominate a deputy for the voting member who shall attend and vote in the absence of the voting member

2.4 **Chairing** The Panel shall be Chaired as agreed by the Joint Co-ordinating group

2.5 **Quorum.** The Quorum for the Panel shall be three voting members as identified in 2.1 and 2.3

2.6 **Administration.** The administration for the Panel shall be managed by the current lead agency.

**3.0 The eligibility criteria,** for consideration by the panel, shall be identical to the eligibility criteria for access to Children's Disability Team as included as Appendix One of the Partnership Agreement

**4.0 Criteria for agreement by panel** is as recorded in Schedule One of the Partnership Agreement:

- Children aged 0 to 19 years of age
- Children with severe disability (*Appendix One of Partnership Agreement*)
- ***2 or more voting members acknowledge their agencies are unable to deliver a local service***
- ***3 voting members acknowledge the need for an out of borough placement***
- A core assessment is completed
- Multi agency assessment identifies the need for an external placement
- School age children must have statement (2 years of age or above)
- Local solutions have been explored

4.1 The Panel may make recommendations to the Joint Consultation Group on modifying this criteria

### 5.0 Documentation

5.1 The Partnership Agreement identifies the documents Panel will need to consider in the Decision-making process.

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5.2 The DfES/ DH Assessment Framework Core Assessment on the child will be presented to Panel. This shall include assessments by Health, education and social care staff on the needs of the child.

5.3, Dudley PCTs, the SEN team, Children's Services Commissioning Unit and CDT shall have been approached at an early stage of the Assessment process to inform them that there is an intention to undertake a Core Assessment on a particular child for Pooled Budget consideration.

5.4 A summary document identifying the most appropriate headings from the Assessment framework may also be presented.

5.5 The Documents presented to Panel **shall include a document summarising and appraising all options that may be appropriate for the young person**

5.6 Verbal reports are not acceptable for consideration for pooled funding unless supported by appropriate written reports.

5.7 Absence of documentation by one of the partners shall not preclude discussion, providing there is evidence that that party has been requested to provide an assessment as part of the Core Assessment.

### 6.0 Notice for consideration.

All requests for Pooled budgets usage shall be notified to the Commissioning Unit, or other arrangements as notified in advance to Pooled Budget panel members. Documentation shall be forwarded to Panel members no later than three working days before Panel.

### 7.0 Governance

7.1 The Partnership Agreement sets out the Governance Arrangements for the Pooled Budget. The External Placement Panel as the Vehicle for making recommendations. The Pooled Budget Panel shall undertake this role on behalf of the External Placements Panel.

7.2 Legally, Panel can only make a **recommendation** to the Joint Coordinating Group representative who is currently the representative of the Lead Partner (Initially the Assistant Director for Children's Services) or other Representative of the Joint Coordinating group in her absence. In Law, the Lead Partner's Representative's **decision** must be based on the **advice** of Panel unless the decision making can demonstrate good reasons not to accept this advice.

7.3 Panel meetings may be convened at short notice at other times than scheduled meetings, providing voting members from each of the Partners agree and a quorum is available. **In an emergency situation**, ie, where it can be demonstrated that a recommendation needs to be made before a Panel can be convened, the Chair of Panel may make a recommendation to the decision maker on a request for pooled funding. This shall be reported to the next available Panel. Otherwise, no recommendations shall be made without a Panel meeting.

### 8.0 Available Budget

8.1 The available budget for Pooled arrangements is stated in the Partnership Agreement

8.2 A report on the current budget shall be made available at each panel meeting.

8.3 It is not the expectation that panel agencies be in total in deficit through the use of the Pooled budget arrangements. It is expected that historical placements for children who meet the pooled budget eligibility criteria, eg use of short breaks, foster care, etc shall be taken into account in the decision making in the pooled budget so that voting members are not in deficit on their contributions relative to similar arrangements in past years.

8.4 It is an expectation that the voting members in total take a holistic approach in considering placements and not merely look at their own agency's issues.



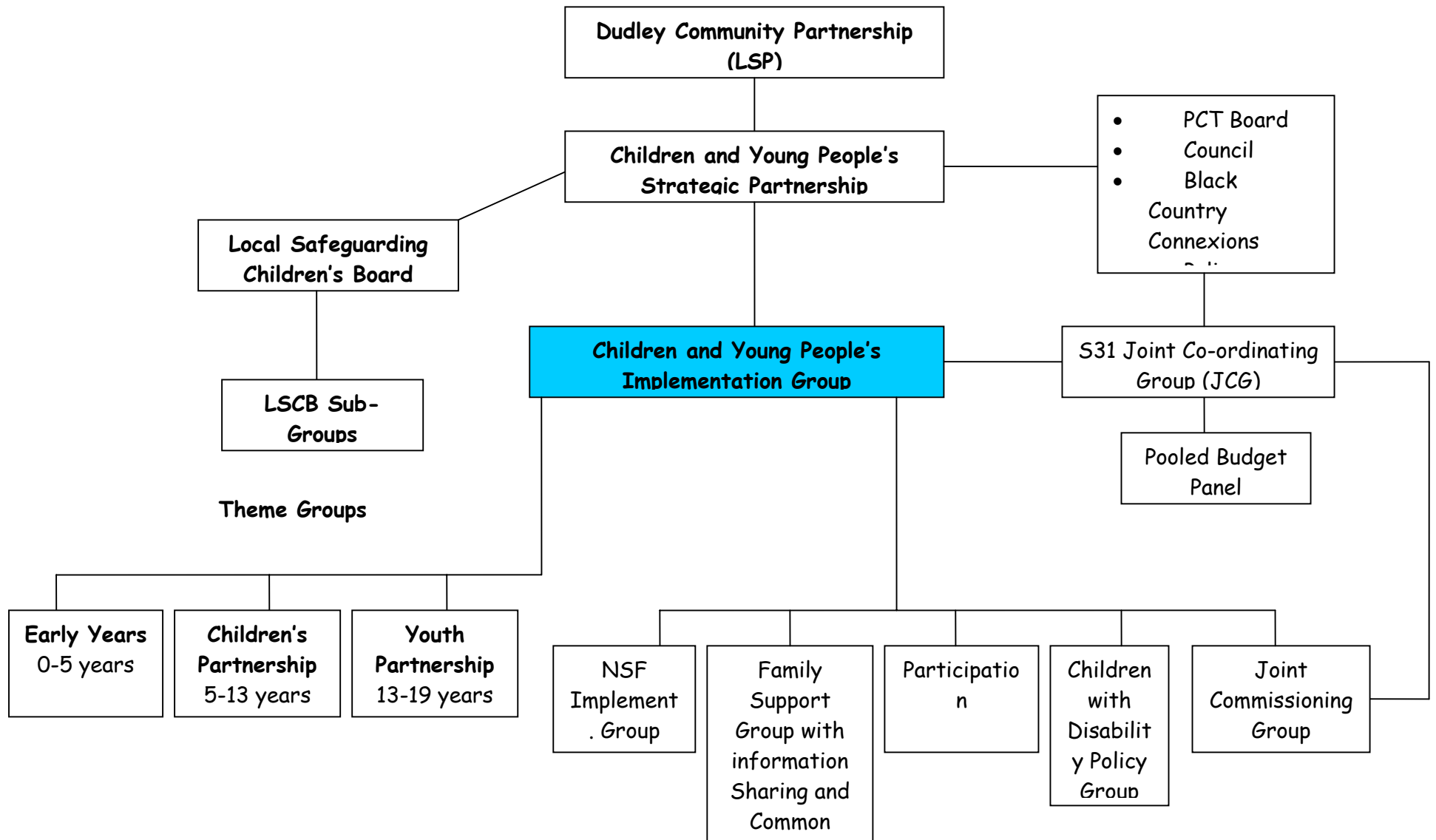


Figure 1: Children and Young People's Partnership structure