

CABINET MEMBER FOR ADULT, SOCIAL CARE AND HEALTH

**Venue: Town Hall, Moorgate
Street, Rotherham.**

Date: Monday, 23 October 2006

Time: 9.30 a.m.

A G E N D A

1. To determine if the following matters are to be considered under the categories suggested in accordance with the Local Government Act 1972.
2. To determine any item which the Chairman is of the opinion should be considered as a matter of urgency.
3. Apologies for Absence.
4. Minutes of the previous meeting held on 9th October, 2006 (copy attached) (Pages 1 - 3)
5. Guidance on the Role of the Director of Adult Social Services (report attached) (Pages 4 - 11)
6. Electronic Social Care Records (report attached) (Pages 12 - 14)
7. Adult Social Services Joint Visiting Teams - Memorandum of Understanding (report attached) (Pages 15 - 73)
8. Sheltered Housing Warden Service Review (report attached) (Pages 74 - 102)
9. Draft Response to Foundation Trust Consultation Process for Doncaster and South Humber Healthcare NHS Trust (copy attached) (Pages 103 - 107)
10. Exclusion of the Press and Public
The following item is likely to be considered in the absence of the press and public as being exempt under Paragraphs 1 and 2 of Part 1 of Schedule 12A to the Local Government Act 1972 (information relating to an individual and which is likely to reveal the identity of an individual)
11. Social Services Complaints Panel - Client No. 9/2006 (report attached) (Pages 108 - 112)
12. Date and time of next meeting:- 6 November 2006 at 9.30 a.m.

CABINET MEMBER FOR ADULT, SOCIAL CARE AND HEALTH
Monday, 9th October, 2006

Present:- Councillor Kirk (in the Chair); Councillors Gosling and P. A. Russell.

Apologies for absence:- Apologies were received from Doyle, Hodgkiss and Jack.

52. MINUTES OF THE PREVIOUS MEETING HELD ON 25 SEPTEMBER 2006

Resolved:- That the minutes of the previous meeting held on 25th September, 2006 be approved as a correct record.

53. REPRESENTATIVES ON OUTSIDE BODIES

Resolved:- That the Adult Services and Health Scrutiny Panel be asked to appoint a Councillor to serve on the Management Committee of the Rotherham Women's Refuge.

54. DECOMMISSIONING OF RESIDENTIAL CARE SERVICES AT CHARNWOOD HOUSE AND COPELAND LODGE

Consideration was given to a report of the Acting Head of Operations detailing the progress made with the decommissioning of two of the Council's residential care homes for older people, Charnwood House and Copeland Lodge. The process had involved consultation with residents and their relatives and the relocating of residents to other care homes, either operated by the Council or within the independent sector. There had also been consultation with the affected employees and their trades union representatives and all of these employees had either moved to alternative employment or had chosen retirement.

Resolved:- That the report be received and its contents noted.

55. EXCLUSION OF THE PRESS AND PUBLIC

Resolved:- That, under Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in those paragraphs, indicated below, of Part 1 of Schedule 12A to the Local Government Act 1972, as amended.

56. EMPLOYMENT TRIBUNAL - OUTCOME

Consideration was given to a report of the Human Resources Manager detailing the outcome of an Employment Tribunal application brought by a former employee of the Adult Social Services Programme Area.

Resolved:- (1) That the report be received and its contents noted.

(2) That the continuing work regarding employment practices within the Adult Social Services Programme Area be noted.

(Exempt under Paragraphs 1 and 2 of the Act – information relating to an individual and which is likely to reveal the identity of an individual)

57. MEALS ON WHEELS SERVICE

Further to Minute No. 49 of the meeting of the Cabinet Member and Advisers for Adult Social Care and Health held on 25th September, 2006, the Divisional Manager (Development, Provision and Support Services) submitted a report outlining issues relating to the Council's provision of the Meals on Wheels Service. The report addressed the financial implications of sustaining the service.

Resolved:- (1) That the report be received and its contents noted.

(2) That the charges for Meals on Wheels be increased with effect from 1st January, 2007 in accordance with the proposals in Option 1 of the report now submitted (ie: an increase of 50 pence per meal to £2.70 per meal).

(3) That the charges for Meals on Wheels be further increased with effect from 1st April, 2007 in accordance with the proposals in Option 2 of the report now submitted (ie: an additional increase of 50 pence per meal to £3.20 per meal).

(4) That the charges for Luncheon Clubs be based upon meals ordered and, with effect from 1st January, 2007, free meals shall no longer be provided.

(5) That, at the beginning of the 2007/08 financial year, there shall be a further review of the charges for Meals on Wheels, when there shall be consideration of a further increase in accordance with the proposals in Option 3 of the report now submitted (ie: to a position where there is no financial subsidy for Meals on Wheels) and of the date in 2007/08 on which such additional increase shall become effective.

(Exempt under Paragraph 3 of the Act – information relating to financial or business affairs)

58. SOCIAL CARE TRANSPORT POLICY

Further to Minute No. 51 of the meeting of the Cabinet Member and Advisers for Adult Social Care and Health held on 25th September, 2006, the Divisional Manager (Development, Provision and Support Services) submitted a report concerning Adult Social Services' provision of passenger transport in relation to adult social care provision. A proposed policy and eligibility criteria for community care transport were included with the report.

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Resolved:- (1) That the report be received and its contents noted.

(2) That the proposed Adult Social Services policy and eligibility criteria for social and community care transport, as now submitted, be approved.

(3) That an implementation plan be developed for the policy and eligibility criteria for social and community care transport

(4) That, further to resolution (3) above, a further report be presented to Members outlining the implementation plan and illustrating the potential impact on service provision.

(5) That a further report be submitted to Members in response to the action points agreed at the meeting of the Cabinet Member and Advisers for Adult Social Care and Health held on 25th September, 2006.

(Exempt under Paragraph 3 of the Act – information relating to financial or business affairs)

59. MODERNISATION STRATEGY IMPLEMENTATION BUSINESS CASE

Further to Minute No. 50 of the meeting of the Cabinet Member and Advisers for Adult Social Care and Health held on 25th September, 2006, the Divisional Manager (Development, Provision and Support Services) submitted a report concerning the business case in relation to the implementation of the Council's agreed strategy for the modernisation of residential care provision. The report stated that the proposals under the modernisation strategy and the proposed asset management plan were designed to assist in the resource provision necessary to achieve the desired outcomes. It was noted that reports would also be submitted to the Regeneration and Asset Board, seeking the necessary capital funding, details of which were included with this report.

Resolved:- (1) That the proposals outlined in the implementation plan for the Modernisation strategy, as now submitted, be endorsed.

(2) That the business case be accepted and reported to both the Corporate Management Team and the Cabinet at future meetings.

(3) That the implementation plan be submitted to Cabinet for approval together with authorisation for the necessary Capital expenditure.

(4) That a Budget Issues Paper be prepared in relation to the shortfall in revenue for the increased service provision as part of the budget setting process for 2007/08.

(Exempt under Paragraph 3 of the Act – information relating to financial or business affairs)

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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1.	Meeting:	Cabinet Member for Adult Social Care and Health
2.	Date:	23rd October 2006
3.	Title:	Guidance on the Role of the Director of Adult Social Services
4.	Programme Area:	Adult Social Services

5. Summary

The creation of the Director of Adult Social Services post, alongside the new Director of Children's Services post, is central to the Government's vision for modernising community services as set out in the White Paper 'Our health, our care, our say: a new direction for community services'.

There are two guidance documents, the first is statutory guidance setting out the legal requirement and context of the post and the second is Best Practice Guidance. The intention of the guidance is to create, within each council with social services responsibilities, a post with strategic responsibility for the planning, commissioning and delivery of social services for all adult client groups(appendix1). The DASS will have a leading role in delivering the Government's wider vision for social care, including delivering better integration between a range of agencies responsible for supporting people with care needs and promoting wellbeing. The postholder should champion the wellbeing of adults in the community and in residential care, provide professional leadership (including delivering workforce planning) and deliver the cultural change necessary to implement person-centred services and to promote partnership working.

The guidance refers to and should be considered in the broader context of the white paper Our Care etc and also in conjunction with A Sure Start to later Life – Ending Inequalities for Older People which identifies actions broader than Health and Social Care focussing on a shift towards preventative services.

The guidance also sets out interim advice on arrangements for the appointment of a Lead Member for Adult Services. It is the Department of Health's intention to introduce legislation requiring the appointment of a Lead Member for Adult Services at the earliest opportunity.

Recommendations

Members receive the report.

7. Proposals and Details

The guidance recognises that the needs of adults from all disadvantaged groups and those needing support in society are given equal weight with the needs of children. The creation of the 'Director of Adult Social Services' post, alongside the Director of Children's Services, will ensure that all the social care needs of local communities are given equal emphasis and are managed in a co-ordinated way.

The guidance for the DASS is one of the first pieces of guidance promised in the white paper and will involve a key leadership role to deliver the local authority's part in:

- Improving preventative services and delivering earlier intervention;
- Managing the necessary cultural change to give people greater choice and control over services;
- Tackling inequalities and improving access to services; and
- Increasing support for people with the highest levels of need.

The DASS role will be central to delivering the Government's White Paper vision in particular partnership working and championing the wider support needs of adults, including preventing social exclusion and promoting wellbeing as set out in the Social Exclusion Unit report 'A Sure Start to Later Life'. The DASS should provide a specific focus on adults and this should involve a role in championing the needs and aspirations of adults and promoting wellbeing that goes beyond the organisational boundaries of adult social care.

There are seven key aspects to be included in the DASS's remit (as set out in the section 7(1) Guidance -)

- **Accountability for assessing local needs and ensuring availability and delivery of a full range of local authority services;**
- **Professional leadership, including workforce planning;**
- **Leading the implementation of standards;**
- **Managing cultural change;**
- **Promoting local access and ownership and driving partnership working;**
- **Delivering an integrated whole systems approach to supporting communities;**
- and
- **Promoting social inclusion and wellbeing.**

(See Appendix 2 for details of outcomes /deliverables required of DASS for each of these)

Discretion to Combine the DASS Function with Additional Functions

An officer, known as the DASS must be appointed with responsibility for the local authority's statutory functions in respect of adults. However, the nature of the individual's job description is a matter for local authorities to determine and they have the flexibility to expand the remit of the officer responsible for the DASS function to other aspects of local authority business and they are encouraged to do so. In certain circumstances functions or responsibility for partner organisations, e.g. NHS organisations, might also be combined with the DASS function, Local authorities may, for example, choose to allocate local education authority functions that relate to further education, higher education and adult education, or any other local authority functions such as leisure, housing, and community services.

Guidance recommends that local authorities give consideration to the most effective configuration of services in order to ensure a coherent approach to planning and

delivery. The Government will keep the need for more prescriptive guidance under review.

Political focus on Adult Social Services

It is the DoH's intention to introduce legislation, at the earliest opportunity, to require all local authorities in England to appoint an Executive Member with responsibility for the local authority's functions in respect of adults. DoH envisage that this new role will ensure parity between adults' and children's services and enable strategic oversight of key issues for communities including promoting wellbeing, preventing social exclusion and protecting vulnerable adults. DoH envisage that a single line of accountability for a range of services, at a political level would provide a key lever for ensuring delivery on a range of issues that cut across the boundaries between services and would make a significant contribution to delivering the principles of 'A Sure Start to Later Life'. Appendix 3 sets out the proposed responsibilities of the Lead Member

8. Finance

No new specific implications identified in the guidance

9. Risks and Uncertainties

The guidance highlights the need for close working with the Director of Children and Young People's services in a number of areas, e.g. safeguarding both adults and children, transitions arrangements, adult strategic needs assessment, workforce planning.

Considerable emphasis is given to partnership working and therefore consideration needs to be given to whether the Council's structure and governance arrangements for Adult Social Services will be appropriate for the future.

10. Policy and Performance Agenda Implications

The DASS will be responsible for meeting revised performance management arrangements currently being developed as part of the white paper initiatives. New national targets in line with the vision and shift of emphasis to prevention are being developed. Nationally there will be development of joint performance management systems with Health, including a shared outcomes framework and new performance Indicators by 2008. Appendix 4 is an illustration of current government thinking. Similar to the Children's outcome framework it will cut across PAs and partners

11. Background Papers and Consultation

Guidance on the Statutory Chief Officer Post of the Director of Adult Social Services
Best Practice Guidance on the role of the Director of Adult Social Services
Our Health Our Care Our Say - (a new direction for community services) DoH White Paper

A Sure Start to Later Life –Ending Inequalities for Older People

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Appendix 1:- Adult Social Care Client groups

The DASS should ensure that it is clear which team, or manager, within his or her staff, has responsibility for assessing and meeting the eligible needs of a range of named client groups. A list of groups of individuals who are likely to be users of social care services, and who should be included is given below (NB this list is not exhaustive and may be added to in future). In addition, clear arrangements should be in place for other client groups, particularly where the DASS believes that there is the risk of an individual falling between services.

- People with physical frailty due to ageing;
- People with physical disabilities;
- People with sensory impairment;
- People with learning disabilities;
- People with mental health needs (including mental frailty due to old age);
- People with long term medical conditions requiring social care in addition to health care;
- People with autism spectrum disorder;
- Deafblind people;
- Older people with mental health problems, or learning disabilities;
- People who misuse substances;
- People who have experienced domestic violence;
- People living with HIV;
- Offenders;
- People with no fixed abode;
- Homeless households; and
- Asylum seekers.

Appendix 2:– 7 Key aspects of the remit of the Director of Adult Social Services

Accountability - Outcomes to be achieved

- There are clear and appropriate accountability arrangements in place to scrutinise the work of the DASS;
- The DASS is able to demonstrate to senior officers and Members of the council that:
 - the needs of all adults with social care needs in the authority’s area have been assessed (including the specific needs of carers, people from ethnic minority backgrounds and people living in rural communities);
 - services are being appropriately targeted on delivering improved outcomes;
 - the potential contribution of the private sector, and the community and voluntary sector has been effectively and appropriately harnessed; and
 - Services that are provided or commissioned are effective, efficient and represent value for money.

Professional Leadership - Outcomes to be achieved

- The DASS provides a clear leadership focus, both within the local authority and amongst partner agencies in providing a real and sustainable focus on adult social care;
- The DASS ensures that occupational and professional standards are maintained across social services and within wider social care services commissioned by the local authority;
- Staff are supported and developed so that they have the required competencies to deliver services to both national and local standards;
- A strategic assessment of the wider social care needs of adults in the local community has been commissioned by the DASS and effective arrangements are in place to meet the assessed needs of the population and to review the assessment in future; and
- There is a strategic workforce development plan in place and arrangements for reviewing the workforce plan.

Leading the Implementation of Standards - Deliverables to be achieved

- A strategy for improving adult social services, influenced by local people, is in place and that benchmarks for service development and customer service have been established and progress against these has been effectively monitored;
- The DASS acts as principal point of contact for the conduct of adult social services’ business with national organisations (including the Commission for Social Care Inspection), and ensures that information is provided as required by national agencies; and
- There is a clear organisational focus on safeguarding adults in vulnerable situations and relevant standards are met.

Managing Cultural Change - Deliverables to be achieved

- All adults with social care needs, who are entitled to a service provided or commissioned by the authority and its strategic partners, receive a service which meets their needs in an individualised and culturally sensitive way; and
- Services are provided coherently, orientated towards the individual choices of adults with social care needs and the needs of the wider community and directed towards achieving shared outcomes across agencies.

Promoting Local Access and Ownership and Driving Partnership Working Deliverables to be achieved

- Information about the services available in the local authority area have been effectively communicated to service users, including young people with longterm care needs and other potential users of adult social services, their families and carers in the most appropriate format;
- Service users, their families, carers and the wider community are involved in the planning, design and provision of adult social care services and the access needs of service users and their carers have been considered; and
- There are clear and effective arrangements in place to support the joint planning, monitoring and delivery of services between different service providers in the health and social care sectors and other local partner organisations in the wider community.

Delivering an Integrated Whole Systems Approach to Supporting Communities Deliverables to be achieved

- All young people with eligible long-term social care needs have been assessed and receive a service which meets their needs throughout their transition to becoming adults; and
- All adult services, and adult mental health services, remain child protection focused.

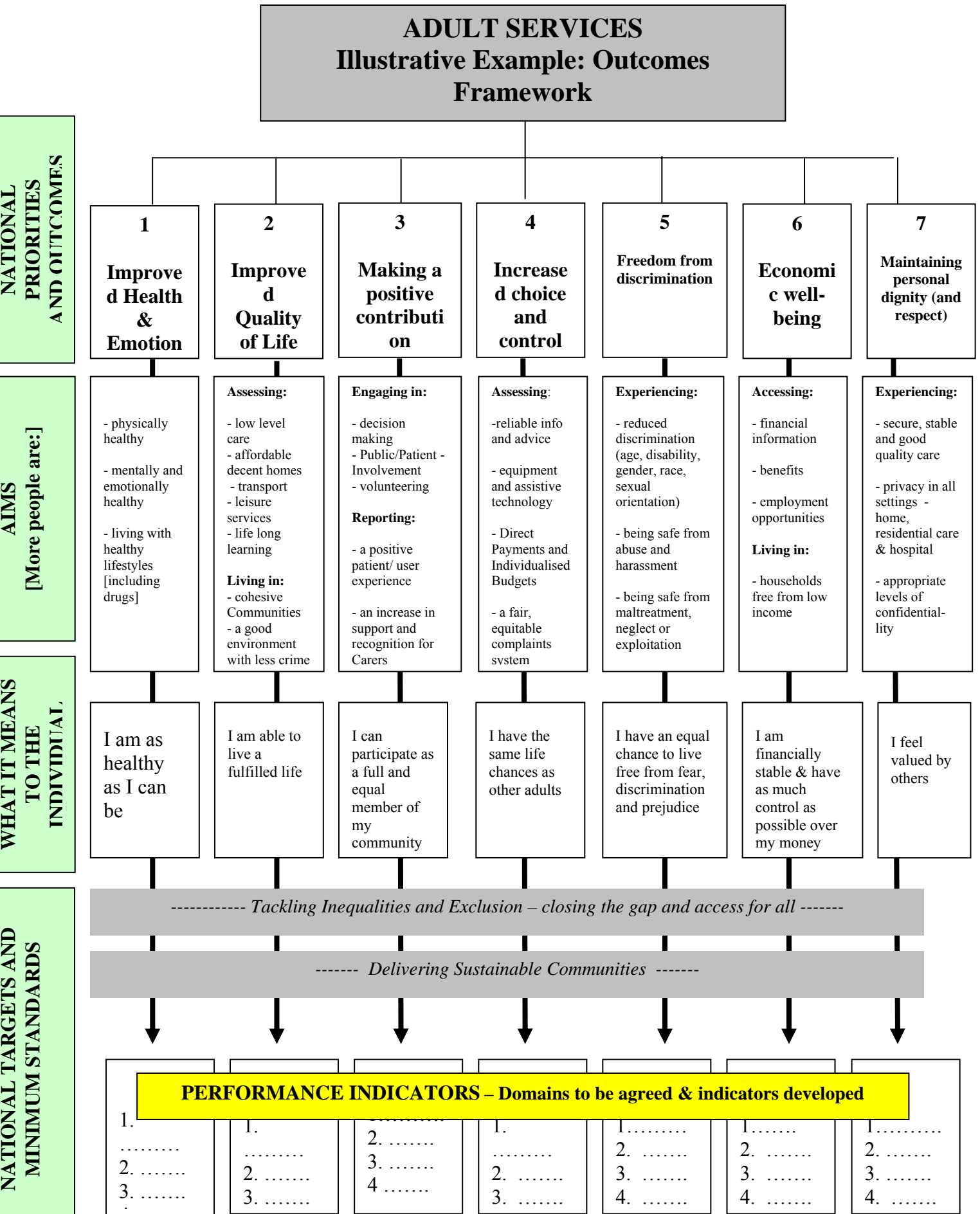
Promoting Social Inclusion and Wellbeing - Deliverables to be achieved

- The needs of adults with social care needs, their families and carers are taken into consideration in the planning and delivery of the full range of services provided by the local authority; and
- Every effort has been made to encourage partners within the local authority area, including voluntary, independent and private sector organisations to take account of the needs of adults with social care needs, their families and carers.

Appendix 3 Responsibilities of the Lead Member for Adult Services

Lead Member should have/be

- responsible, at political level, for all other services that the local authority provides in respect of adults, including adult social services, housing, leisure, community safety, welfare, adult learning, environmental health, transportation and neighbourhood renewal functions.
- the necessary leadership to engage with local communities and ensure that adult services are effective in promoting wellbeing, preventing social exclusion and meeting the support needs of adults, their families and carers; and
- a focus on safeguarding vulnerable adults and promoting a high standard of services for adults with support needs across all agencies.
- a strategic and, in the context of the council's constitutional arrangements, a decision-making function in respect of services for adults in the local authority area, in the same way as other functions are exercised by Members of the executive.
- ensuring that the various Department's within a local authority work together to promote wellbeing, prevent social exclusion and protect vulnerable adults from abuse.
- arrangements to delegate the operational aspects of functions to other Members of the executive or other Members provided that he or she maintain effective overview and overall political accountability for the full range of adult services.
- leadership across the range of local adult services, and champion the cause of effective integration, so that responsibilities are clearly defined and needs appropriately addressed.
- develop with DASS the strategic direction of adult services and bring leaders of partner organisations together in a shared vision. The relevant officers of the local authority, including the DASS, will lead partners in embedding the strategy and in delivering the vision.
- exercise his or her leadership function by ensuring that officers of the local authority are effective in meeting their responsibilities.
- a role, at a political level, in championing the interests and wellbeing of adults with support needs in the local authority area, in ensuring that they are included in the life of the community.
- work to ensure that there is an awareness of the nature of abuse and the risk factors that can leave vulnerable adults at risk of abuse across the range of agencies involved in supporting adults.
- have direct accountability for adult services in the local authority area and for ensuring that they meet the required standards. In relation to other partners, the Lead Member should ensure that their governing or executive bodies or boards are aware of their shared responsibility for improving outcomes, that information about the extent to which those responsibilities are being met is available, and for ensuring that officers of the local authority exercise these functions, particularly where the Lead Member is not directly involved in governance arrangements. The Lead Member should be accountable to the mayor, or leader of the Council.
- take a particular interest in ensuring that there is effective partnership working between providers of children's social services and adult social services and an effective policy continuum for transition



ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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1.	Meeting:	Adult Social Care & Health Cabinet Member
2.	Date:	23 rd October 2006
3.	Title	Electronic Social Care Records (ESCR)
4.	Programme Area:	Adult Social Services and Children & Young People's Service

5. Summary:

Electronic Social Care Records is a Department of Health requirement for all existing and future social care case files to be stored and used electronically. This will require an additional IT solution in the form of an Electronic Document and Records Management System that will link with SWIFT.

The Department of Health target dates for implementation are:

October 2004: Implementation of an electronic case management system. Target met with introduction of SWIFT September 2003.

October 2005: All new cases to be electronic by October 2005. Target missed due to lack of funding.

October 2006: All current cases to be electronic. Target missed due to lack of funding.

The delays in implementing ESCR and meeting the DoH target dates is a result of the absence of capital funding to procure and implement the system. Capital funding of 761k has now been secured through a bid to the council's strategic capital investment programme. This has enabled work on ESCR to be reinstated and work has already begun towards a preferred supplier. Full implementation should now be completed by late 2007.

6. Recommendations

- a) **That Members receive this report and note the requirements of Electronic Social Care Records and the progress being made.**
- b) **That a further update be provided to a future meeting**

7. Proposals and Details

A service user's electronic social care record or case file will comprise of information stored on SWIFT and documents that are stored electronically. To achieve this, SWIFT and the new Electronic Document Management System will need to be integrated or joined to form a seamless continuum of information. The system once implemented for ESCR will provide the basis for a corporate wide electronic document and records management system.

From an original field of 12 potential vendors for the system, a shortlist of 2 has been selected by Adult Social Services and Children and Young People's Services in partnership with RBT/BT. The 2 short listed suppliers presented their solutions to a wide range of officers on 2nd October 2006 and a final, comprehensive evaluation is underway with RBT to identify a preferred supplier.

The present Governance arrangements for the ESCR implementation are a joint ESCR and SWIFT Project Board with senior representation from Adult Social Services and Children and Young People's Services with other stakeholders where appropriate. Direct project management responsibility lies within Children and Young People's Service with collaborative arrangements across the two programme areas. In addition the Corporate eGov Board has amended its terms of reference to include overview governance of capital spend of funds allocated through the strategic capital investment programme. The eGov Board will provide an executive summary of ICT initiatives (which includes ESCR) to CMT and cabinet on quarterly basis.

8. Finance

The total cost for implementation to meet Children's and Adults Social Care Services needs is forecast at approximately £1,000k over 3 years with an estimated £650,000 required in the first year 2006/07 for procurement and implementation. Detailed capital and revenue costs for ESCR are to be formulated with RBT once a preferred supplier has been selected. Capital funding of 761k has now been secured through a bid to the council's strategic capital investment programme with the ability to carry forward capital up to 2008/9 where appropriate. A significant financial contribution has already been made from the Improving Information in Social Care Grant on the work undertaken but some of this grant earmarked for ESCR in 2005/06 had to be utilised on Integrated Children's System and E-forms due to time constraints on the grant being utilised.

9. Risk and Uncertainties

The implementation of ESCR will impact significantly on frontline social workers and managers in terms of working procedures, processes and practice for recording and retrieving information on social care cases.

10. Policy and Performance Agenda Implications

The implementation of ESCR is being monitored through the Adult Services, Delivery and Improvement Statement and an updated position statement was provided in the 2006 spring DIS. The implementation of a Document and Records Management system for ESCR will contribute significantly to the E-Government agenda and will form the foundation for a corporate wide system.

11. Background and Consultation

Electronic Social Care Records is a Department of Health initiative and part of the modernising social services agenda. The consultation, guidance and specification for ESCR were developed by the DoH, Information for Social Care Policy Unit.

References:

Defining the Electronic Social Care Record: DoH 2003

Social Services Cabinet Paper 26th November 2004

Social Services Cabinet Member 18th March 2006

E-Government Board 27th April 2005

C&YP Cabinet Member 12th July 2005

C&YP Cabinet Member 17th October 2005

Adult Health & Social Care Cabinet Member 24th October 2005

Year Ahead Statement 2005 - 2006

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ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

Meeting: Adult Social Care and Health Cabinet Member
Date: 23rd October 2006
Title: Joint Teams – Memorandum of Understanding
Programme Area: Adult Social Services

5. Summary:

The Memorandum of Understanding sets out the operational framework to underpin the establishment of Joint Visiting Teams. When fully implemented in December 2006 the Joint Visiting Team will bring together staff with similar roles from The Pension Service, Adult Services Fairer Charging Team and Neighbourhood Benefits Officers.

6. Recommendations

That Members note and endorse the Joint Team for Financial Assessments Memorandum of Understanding

7. Proposals and Details

At their meeting on the 10th October 2005 Members considered a report regarding the formation of an Adults Joint Visiting Team and Accredited Offices Service. The Joint Visiting Team is made up of staff from Rotherham Metropolitan Borough Council (RMBC), Rotherham Brought Together (RBT) and The Pension Service. This arrangement will enable customers to access financial support via a single visit to collect information e.g. Pension Credit, Housing Benefit, Council Tax Benefit and Non Residential Social Care Services.

The Phased implementation of the Joint Visiting Team is now nearing completion, signing of the Memorandum of Understanding by all parties underpins the operational framework. The joint team is scheduled to be fully operational in December 2006.

Governance arrangements are managed through the establishment of a Partnership Board which is chaired by the Cabinet Member for Social Care and Health, the first meeting was held on the 27th September 2006. At this meeting it was agreed that the Memorandum of Understanding should be presented for information to the meeting of the Cabinet Member for Social Care and Health.

The Memorandum of Understanding attached at appendix 1 sets out the operational framework and includes:-

- The services/functions to be undertaken
- Resources to be invested e.g employees, premises, information technology
- Governance arrangements
- Management, performance reporting and monitoring arrangements
- Confidentiality and data sharing protocols
- Review, termination and dispute resolution clauses.

8. Finance

There are no financial implications specifically related to this report

9. Risk and Uncertainties

There are no risks or uncertainties associated with the subject of this report.

10. Policy and Performance Agenda Implications

This initiative is consistent with the strategy to promote independence, social inclusion and anti poverty

11. Background Papers and Consultation

Link-Age 'Developing networks of services for older people' consultation document.
A national partnership Accord 'Partnership working with The Pension Service' signed in July 2003 between the Local Government Association for England and Wales and The Pension Service regarding the formation of joint visiting teams.
Audit Commission Consultation Draft CPA 2005 Key Lines of Enquiry for Corporate Assessment.

The Steering Group has representation from all relevant Stakeholders.

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MEMORANDUM OF UNDERSTANDING

THE PENSION SERVICE LOCAL SERVICE AND ROTHERHAM METROPOLITAN BOROUGH COUNCIL

1. PARTIES

1.1 The Parties to this Memorandum of Understanding (“MOU”) are:

- (A) Rotherham Metropolitan Borough Council of Crinoline House, Effingham Square, Rotherham S65 1AW and Civic Building, Walker Place, Rotherham S65 1UF. (“the LA”)
- (B) The Secretary of State for Work and Pensions of Richmond House, 79 Whitehall, London SW1A 2NS acting through The Pension Service Local Service. (“The Pension Service LS”)

2. PURPOSE

2.1 This MOU is not intended to be legally binding and no legal obligations or legal rights between the parties shall arise from the provisions of the MOU. The purpose of the MOU is to set out the intentions of the Parties for -

2.1.1 the implementation and operation of the social security service by authorised LA staff.

2.1.2 the implementation and operation of the financial assessment service and the housing benefit and council tax benefit by authorised The Pension Service LS staff.

3. STATUS AND INTERPRETATION

3.1 This MOU sets out a framework for the performance of functions under specified statutory powers relating to -

- (A) helping the customer to fill in social security claim forms and pension credit application forms; official visits to obtain information and verify evidence in respect of such claims and applications, including those where benefit or pension credit has been awarded and signposting those under the age of sixty years (and not receiving non-residential social services) to Jobcentre Plus. The statutory duties in this paragraph are referred to in the MOU as “the social security service”.
- (B) the completion of financial assessments in respect of social care service charges Community Care services/Supporting People services, official visits to obtain information and verify evidence in respect of charge assessments, including any revision of an existing charge

assessment; the provision of welfare benefits and services information, including assistance with the completion of claim forms and applications. The statutory duties in this paragraph are referred to in the MOU as “the financial assessment service”.

- (C) helping the customer to fill in housing benefit and council tax benefit claim forms; official visits to obtain information and verify evidence in respect of such claims, including those where housing benefit or council tax benefit has been awarded. The statutory duties in this paragraph are referred to in the MOU as “the housing benefit and council tax benefit service”.

3.2 THE SOCIAL SECURITY SERVICE includes –

- 3.2.1. accepting referrals from pension centres, Disability Benefit centres, the LA, Primary Care Trusts and the voluntary sector to interview customers for social security purposes.
- 3.2.2 logging and tracking on a computer or clerical system the date the referral was received, from whom, and details of any subsequent appointments made with the customer
- 3.2.3 contacting the customer or their representative to arrange an appointment
- 3.2.4 using information obtained from enquiry dialogues and the notepad facility on the Department for Work and Pensions computer mainframe systems to carry out pre-visit preparatory casework
- 3.2.5 interviewing the customer for the purpose of collecting information and verifying evidence in respect of social security claims, pension credit applications including those where benefit or credit has been awarded
- 3.2.6 telling the customer of any other benefits or credits to which they may be entitled and giving assistance with completion of claims and applications as required
- 3.2.7 signposting the customer to other statutory and voluntary services that are likely to be of benefit to them e.g. signposting customers under the age of sixty years (and not receiving non-residential social services) to Jobcentre Plus.
- 3.2.8 staffing surgeries and outreach activities to include, for example, training, talks and take-up campaigns etc.
- 3.2.9 carrying out visits to check centenarians as required
- 3.2.10 collecting management information as appropriate.

- 3.3 THE FINANCIAL ASSESSMENT SERVICE includes -
- 3.3.1 accepting referrals from the LA, Primary Care Trusts, The Pension Service local service and the voluntary sector to interview customers for the purpose of assessing liability for financial charges in respect of social care services, Community Care services/Supporting People services.
 - 3.3.2 logging and tracking on a computer or clerical system the date the referral was received, from whom, and details of any subsequent appointments made with the customer
 - 3.3.3 contacting the customer or their representative to arrange an appointment
 - 3.3.4. using information obtained from the LA's computer and clerical systems as necessary to carry out pre-visit preparatory casework
 - 3.3.5 interviewing the customer for the purpose of collecting information, verifying evidence and completing the charge assessment form in respect of social care, Community Care/Supporting People services received by the customer, including the initial calculation of the appropriate charge.
 - 3.3.6 visiting the customer for the purpose of revising any existing charge assessment in respect of social care, Community Care/Supporting people services received by the customer, including the initial calculation of the revised charge.
 - 3.3.7 telling the customer about any benefits or services to which they may be entitled at the time of the charge assessment, giving assistance with completion of claims for benefit and applications for pension credit, and providing follow-up action if the customer wishes.
 - 3.3.8 signposting the customer to other statutory and voluntary services that are likely to be of benefit to them.
 - 3.3.9 staffing surgeries and outreach events
 - 3.3.10 collecting management information, as appropriate.
 - 3.3.11 cover of helpline at times of exceptional charging policy changes.

3.4 THE HOUSING BENEFIT AND COUNCIL TAX BENEFIT SERVICE includes -

- 3.4.1 accepting referrals from the LA, the Department for Work and Pensions, Primary Care Trusts and the voluntary sector to interview customers for the purpose of determining entitlement to housing benefit and council tax benefit
- 3.4.2 logging and tracking on a computer or clerical system the date the referral was received, from whom, and details of any subsequent appointments made with the customer
- 3.4.3 contacting the customer or their representative to arrange an appointment
- 3.4.4 using information obtained from the LA's computer and clerical systems as necessary to carry out pre-visit preparatory casework
- 3.4.5 interviewing the customer for the purpose of collecting information, verifying evidence in respect of housing benefit and council tax benefit claims including those where benefit has been awarded
- 3.4.6 telling the customer of any other benefits or credits to which they may be entitled and giving assistance with completion of claim forms where required
- 3.4.7 signposting the customer to other statutory and voluntary services that are likely to be of benefit to them
- 3.4.8 staffing surgeries and outreach activities
- 3.4.9 collecting management information, as appropriate.

4. **COMMENCEMENT AND PERIOD OF OPERATION**

- 4.1 This MOU shall take effect from the date the Parties fix their signatures below and shall continue in force until such time as the MOU is terminated by either or both of the Parties.

5. **WHAT THE LA WILL DO**

- 5.1 The LA will provide the Service specified in Clause 3.2 of the MOU by -
 - 5.1.1 undertaking the administrative functions outlined in clauses 3.2.1 to 3.2.10

- 5.1.2 taking appropriate technical and organisational security measures governing the processing of personal data, as specified in **Schedule 1**, and taking reasonable steps to ensure compliance with those measures
- 5.1.3 ensuring compliance with the obligations imposed on the social security service by the seventh principle of the Data Protection Act 1998 as specified in **Schedule 1**
- 5.1.4 collecting management information as required by The Pension Service LS, and contributing management information to evaluation reports as required
- 5.1.5 The LA will also ensure that the relevant The Pension Service LS staff receive appropriate training to enable them to carry out the financial assessment service.

6. **WHAT THE PENSION SERVICE LOCAL SERVICE WILL DO**

- 6.1 The Pensions Service Local Service will provide the Services specified in clause 3.3 and clause 3.4 of the MOU by -
 - 6.1.1 undertaking the administrative functions outlined in clauses 3.3.1 to 3.3.10
 - 6.1.2 undertaking the administrative functions outlined in clauses 3.4.1 to 3.4.9
 - 6.1.3 taking appropriate technical and organisational security measures governing the processing of personal data, as specified in **Schedule 1**, and taking reasonable steps to ensure compliance with those measures
 - 6.1.4 ensuring compliance with the obligations imposed on the financial assessment service and the housing benefit and council tax benefit service by the seventh principle of the Data Protection Act 1998 as specified in **Schedule 1**
 - 6.1.5 collecting management information as required by the LA and contributing management information to evaluation reports as required.
 - 6.1.6 The Pension Service Local Service will also ensure that the relevant LA staff receive appropriate training to enable them to carry out the social security service.

7. REVIEW OF THE SERVICE

- 7.1 The Parties will review generally the operation of the respective Services six months after the commencement of this MOU, and thereafter at least once a year, or earlier if requested in writing by either party.

8. VARIATION

- 8.1 The MOU may only be varied by written agreement between the Parties.

9. TERMINATION

- 9.1 The MOU may be terminated by either Party giving 6 months notice in writing to the other at any time.

10. DISPUTE RESOLUTION

- 10.1 If the Parties are unable to agree a matter arising under this MOU, such dispute shall be referred to the Chief Executive of the LA and the Local Service Operations Director of The Pension Service, whose decisions will be final.

11. CONFIDENTIALITY

- 11.1 Each Party agrees to treat as confidential, and to continue in perpetuity to treat as confidential upon termination of this MOU, information relating to the other Party's technology, technical processes, business affairs, finances, employees or officers or confidential information relating to customers or service users obtained in the course of delivering the respective Services.
- 11.2 There is an obligation under common law to treat personal information held by DWP or by anyone carrying out functions on behalf of DWP as private and confidential because it has been disclosed for a strictly limited purpose.
- 11.3 Additionally, under Section 123 of the Social Security Administration Act 1992 it is a criminal offence for a person employed or formerly employed in social security administration (including the administration of housing benefit or council tax benefit) to disclose confidential information without lawful authority.

12. **PUBLICITY**

- 12.1 To ensure the processing of personal information is fair and lawful under the Data Protection Act 1998 customers should understand the purpose for which their personal data is being obtained, who will have access to it and what will happen to it.
- 12.2 Where one organisation carries out an administrative function on behalf of another, the information collected for that specified purpose cannot be used for a different purpose unless the law allows it.
- 12.3 A customer information leaflet is recommended and a model leaflet is included at **Schedule 2**.

13. **INTELLECTUAL PROPERTY RIGHTS**

- 13.1 The Parties may use each other's logos for the purposes of delivering and promoting the services specified in the MOU provided such use is in line with the owner's guidelines.
- 13.2 Any other use will need express permission in writing from the owner of the logo or other intellectual property right.

Signed for and on behalf of The Pension Service Local Service

.....

Name *Kerry Dabb*
Position *Local Service Manager, South Yorkshire, Bradford, Leeds, Wakefield*
Date *25th May 2006*

Signed for and on behalf of Rotherham Metropolitan Borough Council

.....

Name *D.B. Hamilton*
Position *Acting Director of Adult Social Services*
Date *25th May 2006*

.....

Name *D. Morley*
Position *Service Leader, Revenues Operational Services*
Date *5th June 2006*

SCHEDULE 1 – SECURITY AND DATA PROTECTION

1. The Secretary of State for Work and Pensions (DWP) is the registered Data Controller¹ responsible for all personal information collected for the purposes of the social security service. The LA will act as data processor for the DWP under the terms of this MOU.
2. The LA is the registered Data Controller responsible for all personal information collected for the purposes of the financial assessment service. The Pension Service LS will act as data processor for the LA under the terms of this MOU.
3. The data processors will act only on instructions from the respective data controllers, and will ensure they have mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies.
4. The data processors will comply with the obligations imposed on the data controllers by the Seventh Data Protection Principle of the Data Protection Act by taking appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
5. In particular the Parties agree -
 - 5.1 the Local Service System, the DWP Departmental Central Index and mainframe systems may be accessed by LA staff acting as data processors for DWP, but only so far as authorised by the relevant DWP manager
 - 5.2 the LA Swift system, Fairer Charging Excel Database, Comino DMS, Northgate and associated databases and spreadsheets may be accessed by The Pension Service LS staff acting as data processors for the LA, but only so far as authorised by the relevant LA manager
 - 5.3 staff may only access data for which they have a legitimate business need in order to carry out the functions as specified in this MOU, and all systems will be password and/or smart card protected
 - 5.4 staff accessing the respective systems of the DWP and the LA will be subject to checks carried out by the data controller

¹ i.e. registered on the Information Commissioner's Register of Data Controllers.

- 5.5 the data processor, in consultation with the data controller, will treat any non-compliance with these procedures as a disciplinary offence
 - 5.6 The respective Audit/IT Security Managers of the LA and The Pension Service LS shall be permitted to visit each other's premises to ensure that the security data/protection requirements are in place.
6. Personal information collected in the course of delivering the social security service, the financial assessment service and the housing benefit and council tax benefit service should not be retained for any longer than necessary and must not be disclosed to another person verbally, electronically or in writing without lawful authority.
- 6.1 Section 122C of the Social Security Administration Act 1992 permits information relating to social security to be supplied to the LA for the purpose of administering housing benefit or council tax benefit
 - 6.2 Section 122D of the same Act permits information held by the LA to be supplied to the Secretary of State for Work and Pensions, and persons providing services on his behalf, for social security purposes
 - 6.3 The Social Security (Claims and Information) (Housing Benefit and Council Tax Benefit) Regulations 2002 provide for information or evidence relating to the administration of claims to or awards of housing benefit or council tax benefit to be –
 - obtained by the Secretary of State for Work and Pensions or persons providing services on his behalf;
 - recorded and held by him/them as appropriate; and
 - forwarded upon request to the LAwhere it is considered necessary for the proper performance of functions relating to housing benefit or council tax benefit.
 - 6.4 In all other cases, relevant and permitted information collected for one of the specified purposes may only be disclosed to the other Party for a different specified purpose if the customer gives their informed consent (see model consent form attached at Appendix 1).
 - 6.5 Where the customer (or their appointee) agrees and requests it, relevant and permitted personal data may be passed to a third party service provider for contact purposes (see model referral form attached at Appendix 2).

7. Any request from the customer or a third party for access to personal data, or any complaint about the way in which a customer's personal data has been processed, will be referred to the respective data controller.
8. Any information extracted for statistical, planning, research or teaching purposes can only be used if the identity of the individuals to whom it relates is completely anonymous.

Appendix 1 to Schedule 1

ROTHERHAM JOINT TEAM - PARTNER REFERRAL DOCUMENT

From:	To: Rotherham Joint Team Chantry House, Douglas Street, Rotherham, S60 2DL Tel. 01709 343138/01709 343144 Fax: 01709 343139
e-mail rotherham.localpensionserviceadmin@thepension-service.gsi.gov.uk	
Date sent:	Date received

**Customer Details
Details****Partner Details****Appointee/Representative**

Surname:	Surname:	Surname:
Other names:	Other names	Other names:
Address:	Address:	Address to be visited: Post code:
Post code:		
NI. No.	NI.No.	
Date of birth	Date of birth	
Contact Telephone No.	Contact Telephone No.	Contact Telephone No.
Known Hazards		
Social Worker Name & Tel No.		

Request Details: Please include the reason for the visit request.

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Joint Team Use Only**Customer's Consent and Agreement:**

I give my permission for the organisation named above to give these details to The Joint Team at Rotherham, which includes The Pension Service, Financial Assessments, Housing and Council Tax Benefits, to consider any entitlements to benefits. I also agree that The Joint Team can pass on the outcome decision of any claim I make as a result of this referral, to these organisations for their records.		
Signature:	Date:	Print name:
		Please indicate if appointee or representative
Consent agreed Verbally	Date:	Print Name

The information given will be treated as private and confidential and will not be passed on to any other parties.

SCHEDULE 2 - CUSTOMER INFORMATION LEAFLET



In Rotherham the Pension Service and Rotherham Metropolitan Borough Council are working together to make sure our customers have easy access to all the benefits and services to which they are entitled. We are also working jointly so that documents needed to support claims and applications for benefits and services only need to be provided once.

All our visiting officers have official identification from -

- The Pension Service
- Rotherham Metropolitan Borough Council

They can tell you about a wide range of benefits, entitlements and services you may be entitled to.

Our visiting officers can receive claims and applications for social security benefits and Pension Credit, and complete a financial assessment for local authority social care charges.

The visiting officer can help you complete any necessary forms. They can also check any documents or other evidence you provide to support any claim or application you make. If you are applying for Pension Credit or being assessed for social care charges, the visiting officer will ask you about your income and expenditure, and will normally need to see your bank statements and evidence of any savings you have. They will not need to take these away to show to anyone else.

If you want to claim or apply for more than one benefit or service you can give the visiting officer permission to use your personal and financial information for more than one claim or application. This means you only have to provide these details once. If you do not want to give this permission, the visiting officer can still help you complete the different forms.

The Data Protection Act

The Data Protection Act 1998 is the law that governs the use of the personal information you give to the visiting officers from each of our organisations. If you want to know more about what information we have about you, or the way we use your information, please get in touch with us. Our contact details are given at the end of this leaflet.

If someone else contacts us on your behalf, for example, a relative, friend or carer, we cannot disclose any personal information about you unless you give us your permission, or the law allows it.



SERVICE LEVEL AGREEMENT

between

**ROTHERHAM METROPOLITAN
BOROUGH COUNCIL**

and

**DEPARTMENT FOR WORK
AND PENSIONS
(THE PENSION SERVICE)**

***THIS AGREEMENT dated
26th day of May 2006***

BETWEEN -

- (1) ROTHERHAM METROPOLITAN BOROUGH COUNCIL
- (2) THE DEPARTMENT FOR WORK AND PENSIONS (The Pension Service)

Recitals

- (A) The parties have agreed to work together to provide a joint financial assessment and benefits team and to make effective use of their resources for this purpose through the mechanisms and specifications set out in this Agreement.

It is now agreed as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement the following expressions shall have the following definitions:

“Accreditation” means the process developed by each party to ensure that the employees of the other parties are able to undertake the full range of duties required from the joint team.

“Board” means the Strategic Management Board established pursuant to clause 8 of this Agreement;

“Council Employees” means the staff of Rotherham Metropolitan Borough Council used to fulfil the commitment of the Council under this Agreement, the names of which, as at the date of this Agreement, are set out in Schedule 2;

“Council Premises” means the premises owned or leased by Rotherham Metropolitan Borough Council and made available by it for the provision of the Services, details of which are set out in Schedule 3;

“Customers” mean those individuals who receive the benefit of the Services provided by the Joint Team;

“Deputy Manager” means the Joint Team Deputy Manager appointed in accordance with clause 10.4;

“Gatewaying” refers to the process of passing customer information collected for one purpose to the partner organisation

to facilitate access to another benefit, entitlement or service, where the law allows it. The benefits, entitlements and services that will be “gatewayed” are listed in Schedule 1 and will be subject to annual review;

“Joint Team” means the joint financial assessment and benefits team, comprising the Council Employees and The Pension Service Employees;

“Manager” means the Joint Team manager appointed in accordance with clause 10.1;

“Pension Service Employees” means the staff of The Pension Service used to fulfil the commitment of The Pension Service under this Agreement, the names of which, as at the date of this Agreement, are set out in Schedule 2;

“Pension Service Premises” means the premises owned or leased by The Pension Service and made available by it for the provision of the Services, details of which are set out in Schedule 3;

“Referring” means arranging, at the customer’s request, for their name, address and contact details to be passed to a third party who will contact them directly about other benefits or services they may be entitled to receive. Examples of such benefits and services are listed in Schedule 1;

“Services” means those services to be provided by the Joint Team, as set out in the Memorandum of Understanding signed by both parties and Schedule 1 to this Agreement;

“Signposting” refers to providing information on other relevant services outwith the Joint Team, including contact details of sources from which further information or advice is available. Examples of such services are listed in Schedule 1.

1.2 The headings in this Agreement are for ease of reference only and do not affect its interpretation;

1.3 This Agreement consists of two components –

- a General Agreement which commences on the date specified in clause 2.1 below, and which will remain in force until either party executes the termination clause
- Schedules that require review at least annually.

In the event of any conflict between the two, the General Agreement will prevail.

2. Term

- 2.1 This Agreement will come into force on 26th May 2006 and will continue, as above, until terminated in accordance with clause 14.

3. Provision of the Services

- 3.1 This Agreement to jointly deliver the Services is supported by –

- a Memorandum of Understanding signed by the parties on 26th May 2006 to enable them to act as data processors on each other's behalf in jointly delivering the financial assessment and benefit services;
- Fairer Charging Statutory Guidance, paragraphs 47 and 48 which require benefits advice and assistance with claiming to be given, if the customer wishes it, at the time of a financial assessment for liability to social care charges;
- A General Protocol for handling and sharing data within the joint team.

- 3.2 The parties agree to co-operate -

- in achieving the aims and objectives set out in this Agreement, and
- in providing the Services to the Customer in accordance with the Service Specification detailed in Schedule 1 and the Memorandum of Understanding referred to in clause 3.1 above.

- 3.3 The Services shall be provided from the Council Premises and The Pension Service Premises or such other location as may be agreed between the parties and listed in Schedule 3.

4. Employees

- 4.1 Rotherham Metropolitan Borough Council shall make available the Council Employees to fulfil the commitment on the part of the Council in this Agreement.
- 4.2 The Pension Service shall make available The Pension Service Employees to fulfil the commitment on the part of The Pension Service in this Agreement.

- 4.3 Each of the parties will be solely responsible for their employees who provide the Services and agree to co-operate in the provision of any relevant training in order for their employees to meet the commitments the parties have made under this Agreement.
- 4.4 At its own expense, each party shall procure that each of its employees, contractors and agents working wholly or partly in connection with the provision of the Services –
- 4.4.1 comply with the other party's fire, security, health and safety, car parking, building services and other policies notified to it from time to time and in force; and
 - 4.4.2 co-operate with the other party in the operation and enforcement of such policies; and
 - 4.4.3 participate in the other party's staff induction programme, regular fire training and such other training as is reasonably required for compliance with the other party's policies.
- 4.5 Each party shall co-operate with the other party in making such training available.
- 4.6 The parties acknowledge that it is the intention that in time all employees on the Joint Team will be accredited to perform the duties of each and all of the parties. The parties agree to undertake the accreditation of all members of the Joint Team to enable them to meet the requirements of each organisation. In the event that accredited employees fall below an acceptable level of performance they shall not be permitted to represent the Joint Team until remedial training has been completed and their accreditation renewed. In the meantime the employee will revert to carrying out the tasks of their employing organisation only.

5. Premises

- 5.1 Throughout the term of this Agreement, Rotherham Metropolitan Borough Council agrees to make the Council Premises available for the provision of the Services.
- 5.2 Throughout the term of this Agreement, The Pension Service agrees to make The Pension Service Premises available for the provision of the Services.
- 5.3 At any time during the term of the Agreement either party may, subject to obtaining the prior written consent of the Board and giving not less than 3 months' written notice, provide alternative

premises of an equivalent size and standard in such a location as the parties agree.

- 5.4 The Council Employees shall have access to and be permitted to occupy The Pension Service Premises and The Pension Service Employees shall have access to and be permitted to occupy the Council Premises for the purpose of jointly delivering the specified Services.
- 5.5 In providing their respective premises and associated facilities for those employees of the Joint Team located therein, each party will ensure that such premises and associated facilities are of a standard, which it would provide for its own employees.
- 5.6 The provision of the premises and associated facilities by one party to another under the terms of this Agreement shall under no circumstances be considered to give rise to a tenancy or other interest in land.
- 5.7 For the purpose of this clause 5, the associated facilities are those facilities listed in Schedule 3 to this Agreement.

6. Processes and Information Technology

- 6.1 Each party will maintain control over the requirements for taking a claim or application and completing an assessment for any of their benefits, services or entitlements. Any changes to process shall be communicated to the Board, and if the change impacts on the employees and/or resources the parties have committed to the Joint Team, this will be reflected in Schedule 2.
- 6.2 Each party will maintain control over their own management processes (e.g., planning, budgeting, staff career development etc), but these processes will be co-ordinated as far as possible in developing the mutually approved Joint Team annual "business plan".
- 6.3 Changes to anticipated caseloads and/or availability of resources shall be shared with the other party as early as possible, with a clear statement about the consequential impact on the activities of the Joint Team.
- 6.4 The parties agree to align Joint Team processes and procedures as far as possible, in order to maximise the use of each party's IT and to ensure that all Joint Team staff use IT to the extent required by the parties.
- 6.5 Each party will be responsible for funding the IT (hardware, software and licenses) required for the other party's employees

to perform the delegated data processor functions. This IT must meet the minimum requirements to run the standard software of both parties, and should this specification change due to new software or process requirements from either party, at least six months notice of the revised specification will be provided

6.6 Each of the parties will be responsible for providing Joint Team staff with relevant access to their respective information systems as set out in Schedule 1 of the Memorandum of Understanding and the General Protocol for handling and sharing data within Joint Teams, referred to in clause 3.1.

6.7 The parties will be responsible for supplying the telephony and information technology needs of the Joint Team located at their respective premises as agreed and set out in Schedule 3.

7. Funding

7.1 Each of the parties shall be responsible for funding all costs incurred by them in respect of the provision of the Services, including but not limited to, the employees employed by them and allocated to the joint team, the premises and associated facilities and the information technology and systems.

7.2 Where there are costs, which cannot easily be attributed to any of the parties, these costs shall be met jointly by the parties in the proportion of the number of full time equivalent employees contributed by them to the joint team or in such other manner as the Board decides.

8. Branding

8.1 Co-branding is the use of The Pension Service or Council's corporate identity, logo or name with another organisation's corporate identity, brand, logo or name. Where co-branding is required on any communications product, it is the responsibility of each party to ensure that their respective organisation is accurately represented in line with their own guidance.

9. Governance

9.1 The parties agree to form the Strategic Management Board as the main governance structure for the Joint Team, whose responsibilities, operations and escalation routes will be in accordance with those set out in Schedule 4 to this Agreement.

- 9.2 The Board shall comprise of representatives appointed by Rotherham Metropolitan Borough Council and representatives appointed by The Pension Service, with each member on the Board being appointed in accordance with Schedule 4.
- 9.3 If, after the Joint Team has become established, the Board considers it may be appropriate to include other organisations or functions within it, this will require the Chief Executive of Rotherham Metropolitan Borough Council and The Pension Service Senior Management to give authority in writing for this Agreement and the Memorandum of Understanding referred to in Clause 3.1 to be varied as may be required.

10. Management

- 10.1 The Joint Team Manager (the Manager) will be appointed at the direction of the Board, and will be based on the suitability of the candidates.
- 10.2 The responsibilities of the Manager are as follows –
- 10.2.1 the organisation and performance of the Services by the Joint Team
 - 10.2.2 acting as lead Training Co-ordinator for the Joint Team
 - 10.2.3 presenting an annual Joint Team “business plan” to the Board for approval, and reporting to them at other times as required
 - 10.2.4 the terms and conditions and appraisal of staff members working for the same employer as the Manager
 - 10.2.5 ensuring that their employer’s representative on the Board is suitably informed and appraised of any issues relating to the Joint Team.
- 10.3 In the event that the Manager has an issue which he or she does not feel equipped or authorised to resolve and the issue is relevant to the Joint Team rather than one of the parties, then the Manager shall refer the matter to the Board. The matter shall either be resolved informally in consultation with all Board members or raised at the next routine meeting of the Board or at a special meeting if the subject matter so justifies and the Manager requests it.

- 10.4 The Deputy Manager will be appointed at the direction of the Board, and will normally be employed by the party that does not employ the Manager.
- 10.5 The responsibilities of the Deputy Manager are as follows –
- 10.5.1 providing support to the Manager as directed by him or her; and
- 10.5.2 the terms and conditions and appraisal of staff members working for the same employer as the Deputy Manager.
- 10.5.3 ensuring that their employer's representative on the board is suitably informed and apprised of any issues relating to the Joint Team.

11. Performance Reporting and Monitoring

- 11.1 The Manager (assisted by the Deputy Manager) will be responsible for ensuring that the performance reporting and monitoring requirements of each party are met as detailed in Schedule 5. The party who employs the Manager at any given time will ensure that the Manager fulfils this responsibility to the satisfaction of both parties.
- 11.2 The responsibilities of the Board for Performance Reporting and Monitoring are set out in Schedule 4

12. Review

- 12.1 The Board shall be responsible for initiating reviews of the aims and objectives, priorities and activities of the Joint Team as set out in Schedule 4.
- 12.2 The Board shall also be responsible for reviewing –
- the annual business plan, and
 - the Schedules to this Agreement at least annually, or more frequently if required as set out in Schedule 4.
- 12.3 The parties shall implement any changes to the Joint Team and/or to the joint delivery of the Services arising from such reviews as agreed between them.

- 12.4 Any necessary changes to the General Agreement arising from such reviews or changes will be made in accordance with clause 14.

13. Variations

- 13.1 The content and provisions of this Agreement, including the Schedules, may be varied by either party at any time. Any changes to the General Agreement will require the written agreement of both the Chief Executive of Rotherham Metropolitan Borough Council and The Pension Service National Partners Manager.
- 13.2 Any changes to elements of the Schedules which have been predetermined by the Chief Executive of Rotherham Metropolitan Borough Council and The Pension Service National Partners Manager will also require the written agreement of them both.
- 13.3 Any other changes to the Schedules will be subject only to the written agreement of both The Pension Service and the Council Representatives on the Board.

14. Termination

- 14.1 This Agreement may be terminated at any time by either party giving 3 months' written notice to the other, subject to the proviso that employees employed in premises operated by the other party shall be allowed to remain for a period not exceeding 3 months whilst strenuous efforts are made to effect relocation more quickly.
- 14.2 The following clauses shall survive termination of this Agreement for as long as employees of one party shall be in occupation of premises owned or leased by the other party: 1, 4.4, 5.6 and 17.

15. Dispute Resolution

- 15.1 If the parties are unable to agree a matter arising under the terms and conditions of this Agreement, such dispute shall be referred to the Chief Executive of Rotherham Metropolitan Borough Council and The Pension Service Senior Management whose decisions will be final.

16. Reputation

- 16.1 Each party agrees to consult with the other before embarking on any action, which may adversely affect the standing or reputation of the other or affect the reputation of the joint team.
- 16.2 When engaging or negotiating with agencies and organisations who are not members of the Joint Team, but who could contribute towards the achievement of its targets and ongoing development, the staff of all parties will ensure they represent the views of the Joint Team in an appropriate and positive manner.

17. Confidentiality

- 17.1 Each of the parties agree to treat as confidential and to continue in perpetuity to treat as confidential upon termination of this Agreement, information relating to the other party's technology, technical processes, business affairs, finances, employees or officers or confidential information relating to customers or service users obtained in the course of delivering the specified Services.

SIGNED by _____
duly authorised for and on behalf of
ROTHERHAM METROPOLITAN BOROUGH COUNCIL

Name: ***D.B. Hamilton***
Position: ***Acting Director of Adult Social Services***
Date: ***25th May 2006***

SIGNED by _____
duly authorised for and on behalf of
ROTHERHAM METROPOLITAN BOROUGH COUNCIL

Name: ***D. Morley***
Position: ***Service Leader, Revenues Operational Services***
Date: ***5th June 2006***

SIGNED by _____
duly authorised for and on behalf of
DEPARTMENT FOR WORK AND PENSIONS

Name: ***Kerry Dabb***
Position: ***Local Service Manager, South Yorkshire, Bradford, Leeds, Wakefield***
Date: ***25th May 2006***

SCHEDULE 1 SERVICE SPECIFICATION

Services to be provided

Objectives

The overall aims of the Joint Team are to improve significantly the experience of Customers through the provision of a responsive and effective single interface for a wide range of services and to make more effective use of the resources available to the parties through the elimination of duplication of effort.

Overarching Principles

Holistic Service

1. The Joint Team will provide a comprehensive gateway to services offered by The Pension Service, Rotherham Metropolitan Borough Council and their contracted providers. The Joint Team will work to extend the range of co-ordinated services that can be offered through negotiations with other relevant third party providers

Customers/Clients

2. The Joint Team will provide co-ordinated delivery of the specified Services to all vulnerable people aged eighteen years and over and their carers referred by Social Services and to all pension age customers who meet The Pension Service criteria for requiring face to face assistance.

Third Party Engagement

3. The parties will ensure, as far as possible, that the benefits of any bi-lateral relationships with a third party can be fully utilised by the Joint Team. Where Rotherham Metropolitan Borough Council has contracted out a relevant function (e.g. to a Voluntary Agency) that third party will be a party to this Agreement and a signatory to the Memorandum of Understanding referred to in Clause 3.1. Where no such relationship exists, The Pension Service and/or Rotherham Metropolitan Borough Council may choose to engage with a third party independently, while keeping the other informed. Any new engagement with a third party will take into consideration the strategic objectives, views and requirements of the Joint Team, and the impact (directly or indirectly) that the relationship may have on the activities and development of the Joint Team.

Governance

4. The day-to-day running of the Joint Team will be the responsibility of the Joint Team Manager and Deputy Manager drawn from the Parties who, in addition to reporting to their employing organisation, will report to and receive direction from a Strategic Management Board on issues

relevant to the working of the Joint Team. The members of the Strategic Management Board will be drawn from all the Parties and include the Manager of the Joint Team.

Consistency

5. The Joint Team will be staffed by employees provided by each party but the range of services and the standard of service delivery will be consistent irrespective of the employing organisation. Staff in the Joint Team will be accredited by each organisation to provide a seamless service to the customers of both parties regardless of organisational boundaries. (It is accepted this may not be fully achievable until all staff have been accredited, but will be achieved as soon as is practicable).

Flexibility

6. The Joint Team will be flexible and able to adapt rapidly to the changing needs and priorities of the customers it serves, and the organisations it supports

Access

7. The Joint Team will be organised and operate in a way which will make it easy for customers to understand and access the full range of services the Joint Team can offer.
8. Where appropriate, the Joint Team will signpost customers to other services that may be of benefit to them. The Joint Team will work to minimise the administrative burden on the customer while ensuring consistency, accuracy and efficiency and deliver of each partner's core objectives.

Delivery

9. The Joint Team will be responsible for delivering the requirements of each of the parties and to meeting the performance targets set for all areas of work by these parties.

Change

10. The Parties have challenging change agendas to deliver. The Joint Team will implement relevant aspects of these programmes and, if necessary, will prioritise in consultation with the Strategic Management Board.

Continuous Development

11. The Strategic Management Board will review the operation of the Joint Team regularly. The Board will have responsibility for guiding the further development of the Joint Team and ensuring that these underlying principles are followed.

Funding

12. The Joint Team will be funded, at least initially, from within existing resources of the Parties.

Access to Customer Information

13. Under the terms of the Memorandum of Understanding, the employees of each party will have such access to customer information, systems and records as is necessary to carry out the data processor functions. Customer consent will be obtained wherever possible to enable information to be shared between the parties, maximising the holistic service that the joint team can offer. The General Protocol for handling and sharing data within the joint team provides more information about this.

Relationship

14. The parties will adopt a shared approach to problems and risks and will work constructively and collaboratively to resolve difficulties.
15. An annual “business plan” will be prepared by the Joint Team Manager for approval by the Board

Partner Liaison

16. As far as is possible the parties will make known to each other any agreements in place with Voluntary Agencies and any existing contractual arrangements with Voluntary Agencies or others. Where possible they will make the benefits of any such arrangement available to the Joint Team.

Service Commitments

17. Assistance with claiming and applying for the benefits, entitlements and services of The Pension Service and Rotherham Metropolitan Borough Council will be provided by staff in the Joint Teams outlined below: -

Gatewayed Benefits and Entitlements

Attendance Allowance/DLA
Carer's Allowance
Fairer Charges (Non Residential)
Free School Meals
Housing Benefit/Council Tax Benefit/Discount
Pension Credit
Residential Accommodation Charges
Rothercard
Social Fund
State Pension

Referrals and Signposted Benefits and Services

Income Support
Industrial Injuries
Job Seekers Allowance
NHS Benefits

18. In addition, the parties will explore the potential for closer partnership working in the following areas, and implement where practicable: -
- a. exchange of data (subject to legal restrictions, electronically where possible) to facilitate the identification of pensioners currently not receiving benefits to which they are likely to be entitled
 - b. provision of appropriate training and information products to relevant employees outwith the Joint Team to facilitate accurate gatewaying and signposting of each other's benefits, entitlements and services
 - c. provision of dedicated contact points between the Joint Team and each of the parties' broader organisations, facilitating communication between the Joint Team and different parts of those organisations
 - d. arranging access and referral systems as agreed: -

Local Authority Department	Services Provided by The Pension Service for Rotherham Metropolitan Borough Council	Services Provided by Rotherham Metropolitan Borough Council for The Pension Service
Welfare Rights Team	<ul style="list-style-type: none"> • Partner phone number to The Pension Service Pension Centres to support access and customer query resolution • Cooperation in appropriate take-up and outreach campaigns via engagement with the joint team • Sharing of best practice in take-up related issues 	<ul style="list-style-type: none"> • Referral of customers to Pension Centres and the joint team where appropriate • Cooperation in appropriate take-up and outreach campaigns • Sharing of best practice in take-up related issues
RBT	<ul style="list-style-type: none"> • Partner phone number to The Pension Service Pension Centres to support access and customer query resolution • Cooperation, where possible, with appropriate take-up and outreach campaigns 	<ul style="list-style-type: none"> • Provision of information on The Pension Service benefits to callers • Displaying of appropriate The Pension Service information materials • Verification and document collection for The Pension Service products.
Local Strategic Partnerships	<ul style="list-style-type: none"> • Active participation and contribution to Local Strategic Partnership activities, either through the joint team or directly 	<ul style="list-style-type: none"> • Sharing knowledge of key local partner contacts and networks • Facilitating partner introductions for The Pension Service where appropriate

SCHEDULE 2 EMPLOYEES and RESOURCES

As agreed by the parties, contributions to the staffing of the Joint Team are currently as follows:

The Pension Service

Manager	Martin Landon
Visiting Officers	Joanne Charlesworth Sharron Holmes Christopher Pratt Pat Smith Rosie Smith Sue Scarafile Julie Wilkinson Joanne Woodcock
Admin Support	Christine Holroyd Lorraine Taylor

Rotherham Metropolitan Borough Council

Senior Financial Assessment Officer	Andrew Bucknell
Financial Assessment Visiting Officers	Laura Bailey Angela Betts Vanessa Corbett Wendy Helliwell Ann Hope Maria Leighton
Neighbourhood Benefits Officers	Lesley Feris Emma Lloyd

The relative contribution to Joint Team staffing will be kept under review and may change to reflect workload variations and the experience of live running. Any changes to either party's contribution to Joint Team staffing will be by agreement of the Council and The Pension Service representatives on the Management Board and will be based on the need to link the workload requirements of each party with the resources committed by that party.

The resources allocated to the joint team will be based on the anticipated requirements of each party in terms of its workload and objectives and will be reviewed on an annual basis.

The performance of the joint team against its profiled workloads and yearly business plan will be reviewed quarterly and all parties agree that should this identify a significant variation from profile (plus or minus 10%), then the staffing contribution from each party will need to be revised, either temporarily or permanently.

Individual expenses relating to employees will be the responsibility of the employing organisation in line with their internal policies and procedures. Expenses incurred across multiple employees (e.g. training, attending meetings etc.) shall be the responsibility of both parties in line with the % of staff from each organisation involved in the activity generating the cost.

Employee Resource Review

Whilst recognising that staff deployment is an operational decision for the joint team, the following chart outlines the basis of calculation for the resources deployed by each party as at May 2006.

Staffing Levels and Productivity Expectations

THE PENSION SERVICE

NAME	WTE availability	Team Manager	Admin Manager and Team Deputy	Admin	F2F Visits	Training, Holidays, 'other' down time {includes short term sickness – other an over x days and maternity leave}	Partner liaison	Specialist duties – Take Up Campaigns	Notes
M. Landon	0:50	0:35				0:15			
S. Holmes	0:18		0:57						
L. Taylor	1:00			0:70					
C. Holroyd	0:65			0:45					
C. Pratt	1:00				0:65				
P. Smith	0:19				0:13				
J. Woodcock	1:00				0:65				
J. Charlesworth	0:86				0:55				
R. Smith	1:00				0:65				
J. Wilkinson	1:00				0:65				
S. Scarafile	0:85				0:54				
TOTALS	8.86	0:35	0:57	1:15	3:82	2:67	0:30		
F2F Visits @ 4 per WTE day = 15 per day Effective business contacts = 3973 per year									

NAME	WTE availability	Team Manager	Admin Manager and Team Deputy	Admin	F2F Visits	Training, Holidays, 'other' down time (includes short term sickness – other an over x days and maternity leave)	Partner liaison	Specialist duties – Take Up Campaigns	Notes
NEIGHBOURHOOD BENEFITS OFFICERS									
L. Feris	1.00			30	46	13	2	9	
E. Lloyd	1.00			30	46	13	2	9	
TOTALS	2.00			30	46	13	2	9	
Management. Administration. Duties Target £42,000 pm Benefit Generation									
FAIRER CHARGING TEAM									
A. Bucknell	1	0:8				0:2			
L. Bailey	1		0:1	0:65	0:2	0:05			
V. Corbett	1		0:1	0:65	0:2	0:05			
A. Hope	1		0:1	0:65	0:2	0:05			
M. Leighton	0:5		0:05	0:3	0:1	0:05			
A. Betts	0:5		0:05	0:3	0:1	0:05			
W. Helliwell	1		0:1	0:2	0:2	0:05			
TOTALS	6	0:8	0:5	3:2	1.2	0:3			
Total number of visits at 4per WTE per day = 12 per day (1hr 15min per visit)									

SCHEDULE 3 PREMISES AND ASSOCIATED FACILITIES

The Pension Service agree to provide the following:

Premises

Office area at:-

Accommodation for the Rotherham Joint Team has yet to be identified.

Equipment (for each member of staff)

- **Suitable desk and chair**
- **Computer workstation**
- **If appropriate, a telephone, answer machine, stationery etc.**

Rotherham Metropolitan Borough Council agree to provide the following:

Premises

Office area at:-

Accommodation for the Rotherham Joint Team has yet to be identified.

Equipment (for each member of staff)

- **Suitable desk and chair**
- **Computer workstation**
- **If appropriate, a telephone, answer machine, stationery etc.**

Agreed service provision

Host offices will provide: -

Host employers will provide: -

To be completed on confirmation of Joint Team accommodation

SCHEDULE 4

STRATEGIC MANAGEMENT BOARD

Strategic Management Board Terms of Reference

PURPOSE

To jointly ensure effective development, management and governance of the Joint Team in order to enable accessible, high quality, customer focused services.

OBJECTIVES

1. The Board will meet to consider business in relation to the operation and development of the joint team.
2. The Board will consider monthly reports in relation to progress against objectives and delivery of the annual business plan.
3. The Board will consider and, where appropriate, decide the extent of the role of the joint visiting team in supporting local and national initiatives that are not explicitly covered in the annual business plan.
4. The Board will consider options for further development of the joint visiting team initiative including the involvement of other voluntary and statutory organizations in as much as the scope of the initiative allows.
5. In the event of a conflict in priorities arising from operation matters, the Board will consider and where appropriate decide priorities.
6. Where appropriate, the Board will provide advice on cross cutting issues such as estates, IT and customer service.
7. Ensure formal linkage with other local arrangement such as the Local Strategic Partnership and the local Community Legal Services Partnership.
8. To be responsible for the systems and processes required to attain and maintain the Community Legal Services Quality Mark.

MEMBERSHIP

Elected Member (CHAIR)	To be determined
David Hamilton	Acting Executive Director, Adult SSD
Doug Parkes	Business, Finance and Commissioning Manager, SSD
Kerry Dabb	Local Service Manager, TPS
Mick Ripley	Service Development Manager, RBT
Joint Team Manager	To be appointed

REPORTING ARRANGEMENTS

Quarterly progress reports to be submitted to the Partnership Board.
Annual Achievements Report to be submitted to Corporate Management Team and Cabinet Member Meeting.

FREQUENCY OF MEETINGS

The Board will meet on a monthly basis during the implementation period. Following the implementation stage the Board will revert to a quarterly meeting schedule.

SCHEDULE 5 PERFORMANCE MONITORING ARRANGEMENTS

Performance Standards and Monitoring Arrangements

STANDARD	TARGET	PERFORMANCE INDICATOR	MONITORING ARRANGEMENTS	REPORTING
Standard 1:				
All exceptional payment visits will be conducted on the day of referral. (If received after 14:30, cases are transferred to out of hours service).	100%	Exceptional payments to alleviate hardship cleared within 12 hours.	100% management check on LSS (Local Service System) statistics – monitoring spreadsheet.	Input to monthly statistics and incorporated into quarterly report to Board.
Standard 2:				
All new Fairer Charging visits will be pre-arranged and occur within 5 working days after receipt of referral.	98%	Fairer Charging visits cleared within 5 working days.	Joint Team administration will report monthly on:- <ul style="list-style-type: none"> - Number of assessment visits. - Average clearance days. - % cleared within 5 working days. 	Input to monthly statistics and incorporated into quarterly report to Board.
Standard 3:				
All other Priority One cases will be pre-arranged and occur within 10 working days after receipt of referrals.	98%	Priority one cases cleared within 10 working days.	Joint Team administration will report monthly on:- <ul style="list-style-type: none"> - Number of face to face to visits. - Average clearance days. - %cleared within 10 working days. 	Input to monthly statistics and incorporated into quarterly report to Board.

Standard 4:				
Visit appointments will be confirmed in writing. Subject to customer consent.	98%	Confirmation letters will be sent out within 24 hours of arrangement being made, apart from same day visits, or by consent of customer.	LSS statistical records – monitoring spreadsheet.	Input to monthly statistics and incorporated into quarterly report to Board.
Standard 5:				
Visiting officers will attend agreed appointments at the confirmed date and time.	98%	Visiting officers will attend agreed appointments at the confirmed date and time.	LSS statistical records – monitoring spreadsheet. Customer feedback surveys will provide monitoring support. (Target 25 returns per month)	Input to monthly statistics and incorporated into quarterly report to Board. Quarterly customer satisfaction survey returns.
Standard 6:				
Visiting officers will be polite and helpful in their approach to service users and show identification at all visits.	95%	95% service users response to question on satisfaction to achieve 'very' or 'fairly' satisfied. 95% response to question on 'showing identification' to respond 'YES'.	Customer feedback surveys will provide monitoring support.	Quarterly customer satisfaction survey returns.
Standard 7:				
Benefit entitlements and disability related expenses and premiums will be maximized for service users.	65%	Indicator – customer helped to live at home.	Monitoring spreadsheet.	Input to monthly statistics and incorporated into quarterly report to Board.
		Number of benefit claims/number of referrals (based on priority one cases only)	Monitoring spreadsheet.	
		Number of successful claims against number of submissions.	Monitoring spreadsheet.	

Standard 8:				
Information about Fairer Charging rates will be given at initial assessment interview.	95%	Service users will be told their charge at the initial assessment interview.	Monitoring spreadsheet.	Input to monthly statistics and incorporated into quarterly report to Board.
Standard 9:				
Service users will receive written confirmation of the Fairer Charging assessment within 5 working days.	100%	All charges will be confirmed with the service user in writing within 5 working days of the assessment visit.	Date letter sent to be recorded on monitoring spreadsheet.	Input to monthly statistics and incorporated into quarterly report to Board.
Standard 10:				
All appointments, where application for any benefit, to be followed up within 6 weeks, irrelevant of whether finalized.	100%	All appointments, where application for benefit, to be followed up within 6 weeks to ascertain outcome of awards.	Monitoring spreadsheet.	Input to monthly statistics and incorporated into quarterly report to Board.



**GENERAL PROTOCOL
FOR HANDLING AND SHARING DATA
WITHIN A JOINT TEAM**

**(The Pension Service Local Service and
LA Social Care Financial Assessment
and Housing Benefit/Council Tax Benefit Teams)**

DEFINITIONS:

'anonymised data' - any information that does not and cannot be used to establish the identity of a living individual, and which has had all personal identifiers removed.

'data controller' - the organisation that is required to collect, hold and use the information for a specified lawful purpose.

'data matching' – means the electronic comparison of two or more sets of personal information which have been collected for separate purposes in order to identify any information that is inconsistent or overlapping.

'data processor' - the person or organisation who processes the data on behalf of the data controller - ie. in Joint Teams, staff acting under the terms of a Memorandum of Understanding signed by their employing organisations.

'data protection officer' – nominated officer(s) from each organisation with special responsibility for data protection issues related to Joint Teams - see Appendix 2.

'data sharing' - means the disclosure of personal data collected for one purpose to another person or organisation to use for another permitted purpose.

'data subject' - means an individual who is the subject of personal data.

'personal data' - means data which relates to a living individual who can be identified

- (a) from the data, or
- (b) from the data and other information which is in the possession of, or is likely to come into the possession of, the data controller and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

'privacy' - the meaning of 'privacy' or 'private life' is not precisely defined for the purposes of the law. Private matters include details about a person's home, family, religion, health or sexuality.

'processing' - means obtaining, recording, holding or disclosing the information or data or carrying out any operation or set of operations on the information or data including -

- (a) organisation, adaptation or alteration of the information or data,
- (b) retrieval, consultation or use of the information or data
- (c) disclosure of the information or data by transmission, dissemination or otherwise making available, or alignment, combination, blocking, erasure or destruction of the information or data.

'sensitive personal data' - personal information relating to a person's ethnic or racial origin, political opinions, religious or similar beliefs, trade union membership, physical or mental condition, sexual life, commission or alleged commission of offences and criminal convictions or proceedings.

'statutory gateway' - an express statutory power to share personal data whether permissive or mandatory.

Introduction:

1. This protocol has been developed to support delivery of social security benefits and local authority financial assessments for liability to social care charges through a Joint Team. 'Social security benefits' includes the delivery of housing benefit and council tax benefit. The Joint Team is made up of The Pension Service Local Service staff and staff from the local authority's financial assessment (social care) and housing benefit/council tax benefit administration teams.
The Pension Service Local Service is part of the Department for Work and Pensions.
2. The Joint Team can offer the customer the opportunity to claim all the benefits they may be entitled to at the same time as they are being assessed for liability to pay for the social care they receive. This holistic approach avoids duplicate visits from different agencies having to collect the same information twice, and will lead to speedier and more efficient delivery of benefits and services.
3. The benefit to customers and overall effectiveness of this integrated service delivery is fully enabled where relevant personal data which is legitimately collected by each of the organisations for different purposes can be shared between them. The relevant personal information is -
 - personal information (e.g. surname, forename, initials, address, postcode, date of birth, gender, National Insurance number, personal reference number)
 - financial information (e.g. details of income, expenditure, savings etc.)
 - benefits information (e.g. social security benefits awarded or applied for)

Purpose and Scope:

4. This protocol provides a framework within which processing of personal data can take place to facilitate the joint delivery of the respective services. It explains the procedures that must be followed when obtaining, using and sharing information within the context of a Joint Team.
5. The protocol should be used in conjunction with the other formal agreements drawn up and agreed by the partner organisations participating in the Joint Team (i.e. the Memorandum of Understanding and Service Level Agreement).
6. The protocol applies to personal data held by the Department for Work and Pensions and Rotherham Metropolitan Borough Council on manual files and computer systems, and to customer information that may be disclosed verbally, on printouts, by e-mail or in any other manner.

7. The procedures set out in the protocol aim to protect the privacy and confidentiality of customers using the jointly delivered services, and to protect the service providers from accusations of wrongful use of confidential personal information.

Roles and Responsibilities:

8. The agencies covered by this protocol are the Secretary of State for Work and Pensions acting through The Pension Service Local Service and Rotherham Metropolitan Borough Council referred to as “the Joint Team Partners”.
9. The Secretary of State for Work and Pensions is the registered Data Controller² responsible for all personal information collected for social security purposes. Rotherham Metropolitan Borough Council is the registered Data Controller responsible for all personal information collected for housing benefit and council tax benefit purposes, and for the purposes of financial assessment for liability to social care charges.
10. Under the terms of a Memorandum of Understanding signed on 26th May 2006 the Joint Team Partners agree to act as data processors for each other. This means they can undertake specified administrative functions on each other’s behalf. Where it is necessary for the purpose of carrying out these functions, the data processors can access relevant personal data held by the respective data controllers, but cannot automatically use this data for their own purposes. Personal data can only be disclosed for another purpose where the law allows it, and in the context of a Joint Team this may often mean obtaining the customer’s informed consent*, and obtaining their informed and explicit consent in respect of sensitive personal information (see Schedules 2 and 3 to the Data Protection Act in **Appendix 5**).
*A copy of the Informed Consent Form will be retained on the Fairer Charging Case File.
11. Each data controller will be responsible for ensuring -

- all personal data is stored safely
- risks of personal data being seen by any unauthorised person are reduced as much as possible
- staff only access data that is relevant and necessary to the business need
- levels of access to electronic systems are password and/or smartcard protected
- all staff accessing records containing personal data are subject to the normal checks carried out by the data controller

² i.e. registered on the Information Commissioner’s Register of Data Controllers.

- all personal and financial information relating to social security benefits and financial assessments for social care charges is not retained any longer than is necessary.

12. In carrying out each other's functions the data processors -

- will act only on instructions from the respective data controllers
- will ensure they have mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies
- will take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

13. Each Joint Team Partner will nominate a Data Protection Officer, whose name and contact details are listed in **Appendix 2** and who will be responsible for -

- agreeing who in the Joint Team has access to the relevant information on a 'need-to-know' basis
- ensuring adequate data protection awareness and training is arranged for Joint Team staff
- reporting any inaccuracies in data to the Joint Team Partners and ensuring steps are taken to amend details and inform partners that the data has been changed within reasonable time
- ensuring this protocol is reviewed after the first six months of the document being signed, and then subsequently reviewed on an annual basis
- ensuring any amendments to this protocol are agreed by the Joint Team Partners
- ensuring mechanisms are in place to monitor its operation and ensure compliance.

14. Any cases of doubt or queries that cannot be resolved by the nominated Data Protection Officer will be referred to the appropriate senior member of staff whose name and contact details are listed in **Appendix 2**.

The Legal Framework:

15. The principal legislation relating to the obtaining, protection and use of personal information is listed below and further explained in **Appendix 3** -

- Social Security Administration Act 1992
- Local Authority Social Services Act 1970
- Data Protection Act 1998
- Human Rights Act 1998
- Computer Misuse Act 1990

16. The Department for Work and Pensions and Rotherham Metropolitan Borough Council will comply with the above legislation, and where applicable Article 8 of the European Convention on Human Rights (ECHR). They will also comply with the common law duty of confidentiality which applies to personal information obtained for their respective purposes.

Information collected for HB/CTB and other social security purposes:

17. Section 122C of the Social Security Administration Act 1992 permits information relating to social security to be supplied to a Local Authority administering HB/CTB (and/or to their contractor) for the purpose of administering housing benefit or council tax benefit.
18. Section 122D of the same Act permits information held by a Local Authority administering HB/CTB (and/or their contractor) to be supplied to the Secretary of State for Work and Pensions (and persons providing services on his behalf), for social security purposes.
19. The Social Security (Claims and Information) (Housing Benefit and Council Tax Benefit) Regulations 2002 provide for information or evidence in respect of claims to, or awards of, housing benefit or council tax benefit to be -
- obtained by the Secretary of State for Work and Pensions or persons providing services on his behalf;
 - recorded and held by him/them as appropriate; and
 - forwarded upon request to the LA.

Other data-sharing on the basis of consent:

20. There is no statutory gateway to enable information obtained for social security purposes to be disclosed for the purpose of a social care financial assessment, or vice versa. Personal information obtained by Joint Team visiting officers for one purpose can only be used for a different purpose where the customer has given their informed consent.
21. For consent to be informed the customer must understand -
- the identity of the organisation to whom they are giving the information
 - the purposes for which the information is needed
 - who else it will be shared with
 - the possible consequences of them consenting, or not, to the data-sharing.

A model customer information leaflet is included at **Appendix 4**.

22. In order for consent to be valid it must be freely given.

23. Consent should normally be obtained and recorded at the time of first contact, or if not, as soon afterwards as is possible. The first contact may be by telephone, in which case verbal consent should be obtained and recorded. At any subsequent visit this should be confirmed in writing using the model consent form at **Appendix 4**. Explicit consent (i.e. in writing) must always be obtained before the disclosure of any sensitive personal information. [see **Definitions**]
24. If the customer wishes their personal information to be provided to a further third party for the purpose of obtaining or determining entitlement to other relevant services, further specific consent is required before the information can be disclosed for the new purpose. A model referral form is included at **Appendix 4**.
25. An appointee, power of attorney or guardian acting or appointed under the Adults with Incapacity (Scotland) Act 2000 may give consent on a customer's behalf. Exceptionally, if the customer is not competent to give their consent and has no appointee or other suitable person authorised to act on his behalf, a decision can be made by taking into account the customer's best interests and the views of carers or others close to them. Advice should be sought from the nominated Data Protection officers and, where necessary, the appropriate senior officer (see **Appendix 2**).
26. If the customer does not consent to their personal information collected for one purpose being shared with another organisation for a different purpose, and there is no legislative gateway to enable it to be shared, the disclosure should not take place. The information and evidence required for any claims and applications should be collected and verified separately.

Other data-sharing without consent:

27. Where a customer has not consented to the sharing of their personal information, and it is not information described in paragraphs 17 and 18 above, it cannot generally be disclosed to the partner organisation (but see para 31 below). However, if the information is anonymised (see **Definitions**) it can be disclosed for management information and statistical purposes, for example. -
 - to develop multi-agency policies and strategies
 - to monitor and review the impact of policies and procedures
 - to monitor and review adherence to this Protocol
 - to conduct research and audit, or for training purposes.

Data handling within the Joint Team:

28. The Joint Team Partners will operate lawfully in accordance with the eight Data Protection principles set out in **Appendix 5**. Personal information will be stored and processed in accordance with each organisation's data protection policy.
29. Each Joint Team Partner will maintain accurate records and develop information systems to record given, or refused consent, and deletion and/or amendment to data.
30. All personal information obtained for social security purposes or for the purpose of financial assessment for liability to social care charges will be treated as confidential. It will not be retained for longer than necessary and will be subject to the general retention and destruction policies of the Department for Work and Pensions and Rotherham Metropolitan Borough Council respectively.
31. Information obtained for one purpose will not be disclosed to a Joint Team Partner, or to any other persons, for a different purpose without the consent of the customer or unless the law allows it. See **Appendix 6** for a list of exceptional circumstances where the requirement to obtain consent may be overridden.
32. Where data is shared it will be on a case by case basis, and will only be disclosed to those who 'need-to-know' in order to facilitate the customer's access to any relevant benefits and services. Procedures to ensure the security of data during transfer are set out in **Appendix 7**.
33. All staff working within the Joint Team should be trained and fully aware of their responsibilities for the security and confidentiality of personal information, and should adhere to the procedures set out in this protocol.
34. The respective Audit/IT security managers of the Joint Partners shall be permitted to visit each other's premises to ensure that the appropriate security and data protection requirements are in place.

Data Matching for take-up purposes

35. Generally speaking information held for HB/CTB purposes may be used for social security benefits take-up purposes, but social security information may only be used for HB/CTB take-up purposes in limited circumstances. The legal issues are complex, so if the Joint Team wishes to compare customer lists (whether electronic or clerical) for take-up purposes, further specific advice must be sought from the Department for Work and Pension's Solicitors' Branch and the local authority's legal advisers.

Complaints Procedure:

- 36. Any complaint received from, or on behalf of a customer containing allegations of mishandling or inappropriate disclosure of information must be addressed by the data controller. If the complaint affects the other Joint Team Partner it will be brought to the attention of the appropriate Data Protection Officer who will investigate the case.
- 37. Partners will investigate any improper use of personal information. Where breaches are identified they will be recorded, investigated and the findings noted. Examples will be published as and when they occur and appropriate disciplinary action taken.

Subject Access requests:

- 38. Individuals have the right to see a copy of information held about them (unless an exemption under the Data Protection Act 1998 applies), whether it is on computer or manual files. Requests must be in writing, and as soon as received must be passed to the appropriate Data Protection Officer without delay (see **Appendix 2**) to ensure they are dealt with promptly and within established procedures.

Agreement:

- 39. We undertake to implement and adhere to this protocol, and to ensure that our organisational procedures are consistent with this protocol.

Signed for and on behalf of The Pension Service Local Service

.....
Name *Kerry Dabb*
Position *Local Service Manager, South Yorkshire, Bradford, Leeds, Wakefield*
Date *25th May 2006*

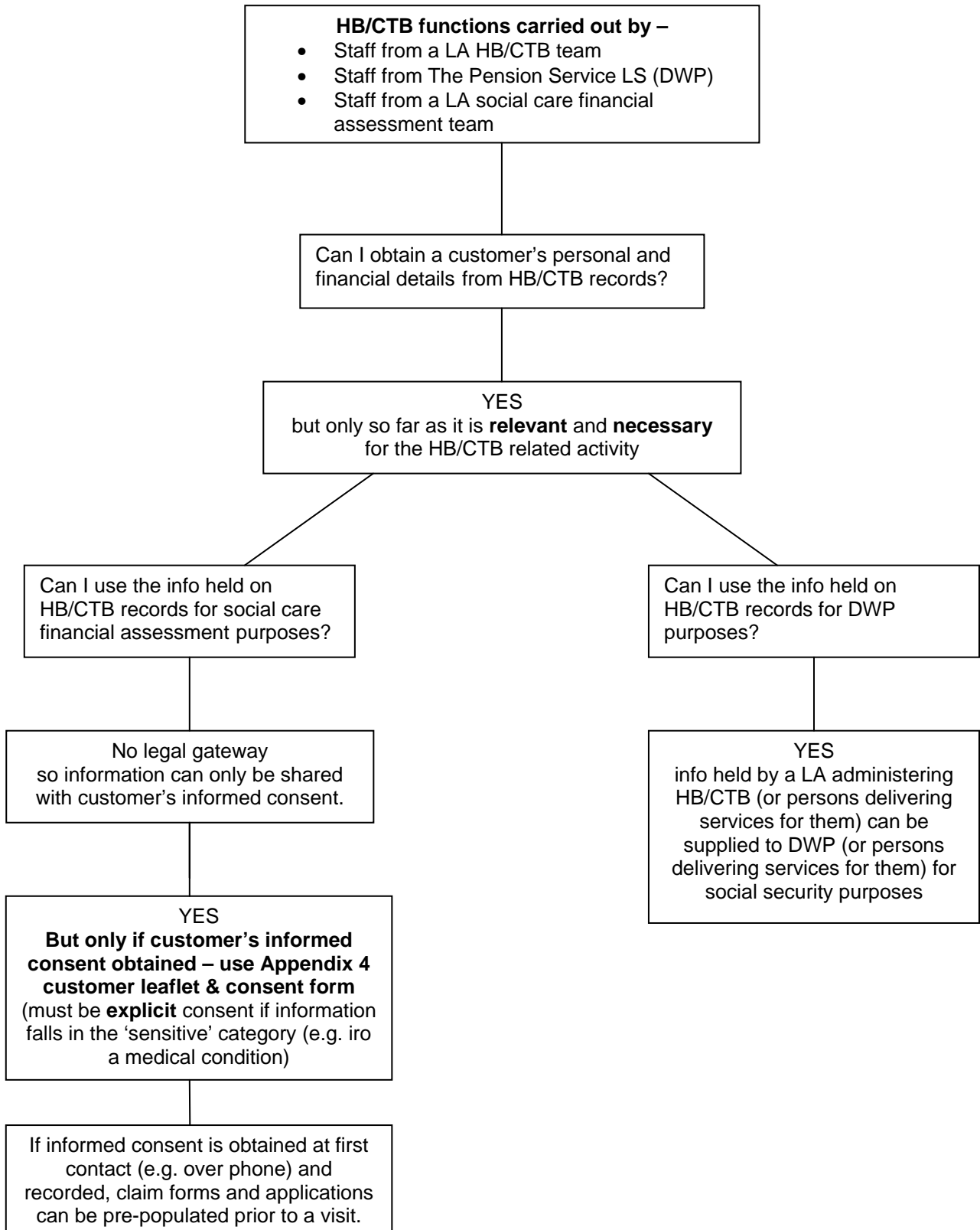
Signed for and on behalf of Rotherham Metropolitan Borough Council

.....
Name *D. B. Hamilton*
Position *Acting Director of Adult Social Services*
Date *25th May 2006*

.....
Name *D. Morley*
Position *Service Leader – Revenues Operational Services*
Date *5th June 2006*

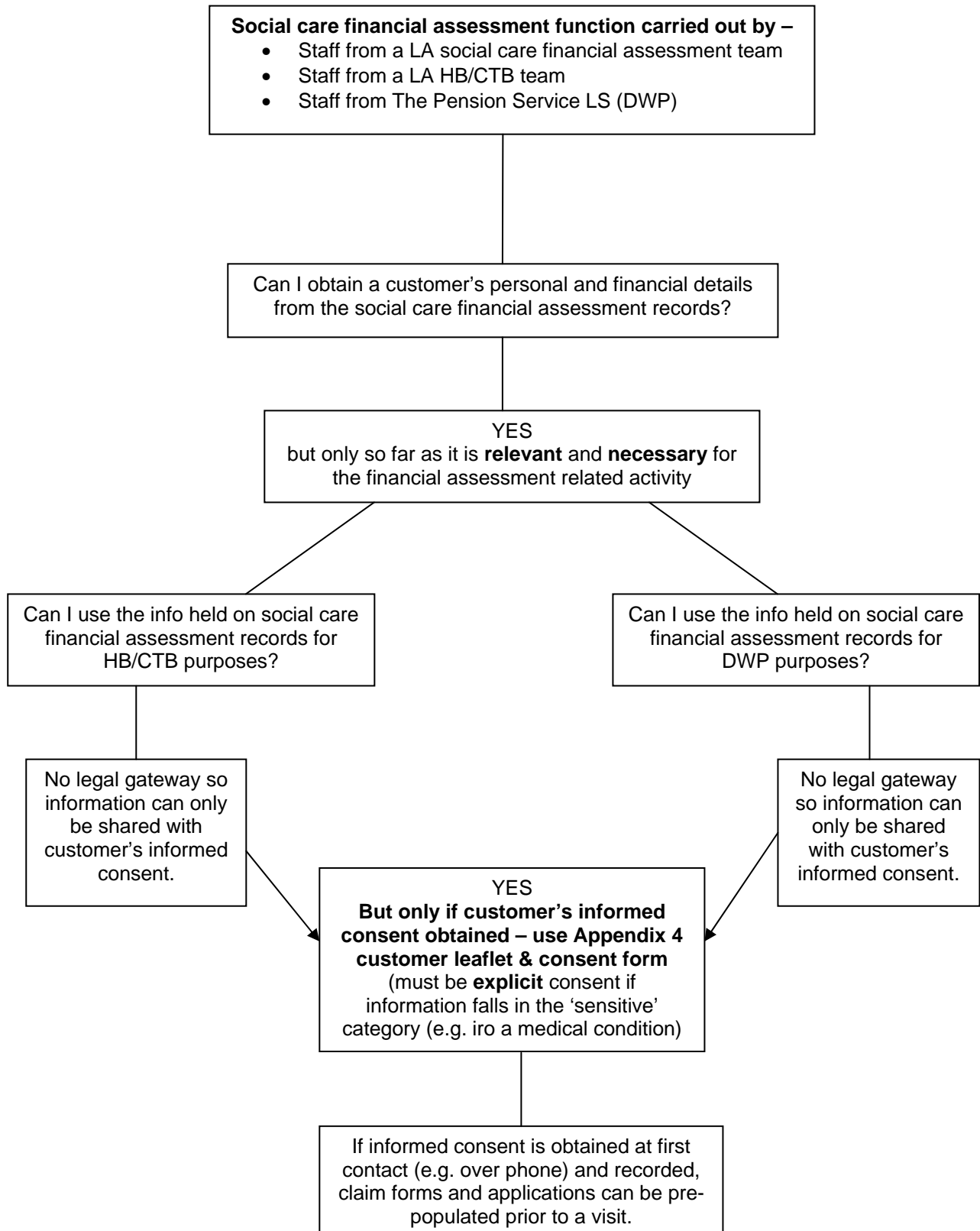
DATA HANDLING IN A JOINT TEAM

Flowchart for staff carrying out HB/CTB functions within a Joint Team



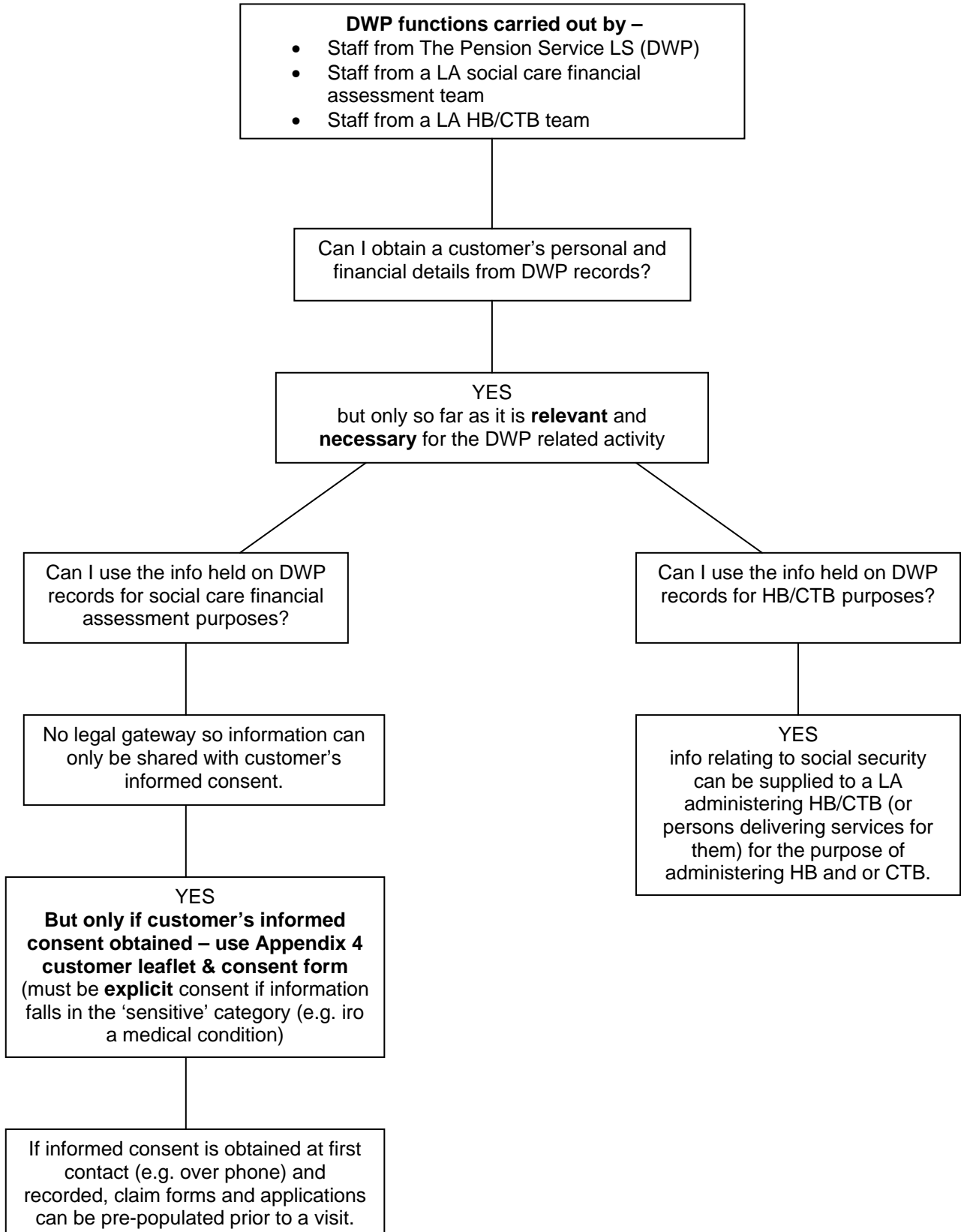
DATA HANDLING IN A JOINT TEAM

Flowchart for staff carrying out the social care financial assessment function within a Joint Team



DATA HANDLING IN A JOINT TEAM

Flowchart for staff carrying out DWP functions within a Joint Team



NOMINATED DATA PROTECTION OFFICERS

DWP Data Protection Officers

The Pension Service Local Service
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THE LEGAL FRAMEWORK

1. Social Security Administration Act 1992

- 1.1 Section 5 provides for information and evidence to be required in respect of social security claims.
- 1.2 Under section 123 it is a criminal offence for any official, or former official of the Department for Work and Pensions (or any person who carries out, or has carried out any administrative function on behalf of the Department) to disclose confidential information without lawful authority (see para 9 below).

2. Local Authority Social Services Act 1970

- 2.1 Section 7 contains powers under which Fairer Charging Statutory Guidance was issued – see para 4 below.

3. Health & Social Services and Social Security Adjudications Act 1983

- 3.1 Section 17 gives local authorities the power to recover charges for certain services they provide, but the local authority cannot require a person to pay more than it appears reasonably practicable for him to do so.

4. Fairer Charging Statutory Guidance (issued under powers contained in section 7 of the Local Authority Social Services Act 1970, and effective from 01/01/04)

- 4.1 Paragraphs 47 and 48 require benefits advice, and assistance with claiming to be given if the customer wishes it, at the time of a financial assessment for liability to social care charges.
- 4.2 Residential services information contained in Charging for Residential Accommodation Guide (CRAG) in support of the National Assistance (Assessment of Resources) Regulations 1992 (April 2005).

5. Data Protection Act 1998

- 5.1 The Data Protection Act 1998 governs the protection and use of personal data, that is personal information by which a living individual can be identified. The Act does not apply to personal information relating to the deceased, but see para 9 below.

- 5.2 Any organisation processing (i.e. obtaining, holding, using, disclosing and disposing) data is a 'Data Controller' responsible for abiding by the 8 data protection principles and notifying the Information Commissioner of that processing.
- 5.3 The Act gives seven rights to individuals in respect of their own personal data:
- right of subject access
 - right to prevent processing likely to cause damage or distress
 - right to prevent processing for the purposes of direct marketing
 - rights in relation to automated decision taking
 - right to take action for compensation if the individual suffers damage (as a result of any breach of the Act)
 - right to take action to rectify, block, erase or destroy inaccurate data
 - right to request the Information Commissioner for an assessment to be made as to whether any provision of the Act has been contravened.
- 5.4 The key principles of the Act are explained in detail in Appendix 5. Further information can be obtained from the Information Commissioner's website at www.dataprotection.gov.uk.

6. The Human Rights Act 1998

- 6.1 The Human Rights Act applies the European Convention on Human Rights (ECHR) to the UK. Article 8.1 ECHR provides that "everyone has the right to respect for his private and family life, his home and his correspondence".
- 6.2 Article 8.2 ECHR provides "there shall be no interference by a public authority with the exercise of this right except as in accordance with the law and is necessary in a democratic society in the interest of national security, public safety or the economic well-being of the country for the prevention of crime and disorder, for the protection of health or morals or for the protection of the rights and freedoms of others".
- 6.3 Other Acts apply to further specify these exceptions, eg. Prevention of Terrorism Act 2002, Health & Social Care Act 2000, Regulation of Investigatory Powers Act 2000. Further information about these or any other relevant legislation can be found at the HMSO website <http://www.hmso.gov.uk>

7. The Freedom of Information Act 2000 (*note: in Scotland, 2002*)

7.1 The Freedom of Information Act (FOI) 2000 applies to all public authorities and comes into force for the LA from *[insert date]* and for DWP from 01/01/05. The Act creates new rights of access to information (rights of access to personal information will remain under the Data Protection Act) and revises and strengthens the Public Records Act 1958 & 1967 by re-enforcing records management standards of practice.

7.2 The Lord Chancellor has issued a code of practice on the management of records under FOI. The principle is that “any freedom of information legislation is only as good as the quality of the records to which it provides access. Such rights are of little use if reliable records are not created in the first place”.

7.3 Further information is available from the Lord Chancellor’s Office: <http://www.dca.gov.uk>

8. The Computer Misuse Act 1990

8.1 Under the Computer Misuse Act it is illegal to access data without authorisation. Accessing data using another person’s password constitutes an offence under this Act.

8.2 The following offences could lead to a custodial sentence, or a fine or both:

- accessing data or programmes held in a computer without authorisation
- as above, but with the intention of committing a further offence, e.g. fraud or blackmail
- modifying data or programmes held in a computer that you are not authorised to modify.

9. The Common Law Duty of Confidentiality

9.1 The Common Law Duty of Confidence requires that unless there is a statutory requirement to use information that has been provided in confidence, it should only be used for purposes that the subject has been informed about and consented to. The duty is not absolute but should only be overridden if the holder of the information can justify disclosure as being in the public interest (e.g. to protect others from harm).

CUSTOMER INFORMATION LEAFLET, CONSENT AND REFERRAL FORMS

(A) CUSTOMER INFORMATION LEAFLET



In Rotherham the Pension Service and Rotherham Metropolitan Borough Council are working together to make sure our customers have easy access to all the benefits and services to which they are entitled. We are also working jointly so that documents needed to support claims and applications for benefits and services only need to be provided once.

All our visiting officers have official identification from -

- The Pension Service
- Rotherham Metropolitan Borough Council

They can tell you about a wide range of benefits, entitlements and services you may be entitled to.

Our visiting officers can receive claims and applications for social security benefits and Pension Credit, and complete a financial assessment for local authority social care charges.

The visiting officer can help you complete any necessary forms. They can also check any documents or other evidence you provide to support any claim or application you make. If you are applying for Pension Credit or being assessed for social care charges, the visiting officer will ask you about your income and expenditure, and will normally need to see your bank statements and evidence of any savings you have. They will not need to take these away to show to anyone else.

If you want to claim or apply for more than one benefit or service you can give the visiting officer permission to use your personal and financial information for more than one claim or application. This means you only have to provide these details once. If you do not want to give this permission, the visiting officer can still help you complete the different forms.

The Data Protection Act

The Data Protection Act 1998 is the law that governs the use of the personal information you give to the visiting officers from each of our organisations. If you want to know more about what information we have about you, or the way we use your information, please get in touch with us. Our contact details are given at the end of this leaflet.

If someone else contacts us on your behalf, for example, a relative, friend or carer, we cannot disclose any personal information about you unless you give us your permission, or the law allows it.

ROTHERHAM JOINT TEAM - PARTNER REFERRAL DOCUMENT

From:	To: Rotherham Joint Team Chantry House, Douglas Street, Rotherham, S60 2DL Tel. 01709 343138/01709 343144 Fax: 01709 343139
Email Rotherham.localpensionsserviceadmin@thepensionsservice.gsi.gov.uk	
Date sent:	Date received

Customer Details Details

Partner Details

Appointee/Representative

Surname:	Surname:	Surname:
Other names:	Other names	Other names:
Address:	Address:	Address to be visited:
Post code:		Post code:
NI. No.	NI.No.	
Date of birth	Date of birth	
Contact Telephone No.	Contact Telephone No.	Contact Telephone No.
Known Hazards		
Social Worker Name & Tel No.		

Request Details: Please include the reason for the visit request.

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Joint Team Use Only

Customer's Consent and Agreement:

I give my permission for the organisation named above to give these details to The Joint Team at Rotherham, which includes The Pension Service, Financial Assessments, Housing and Council Tax Benefits, to consider any entitlements to benefits.		
I also agree that The Joint Team can pass on the outcome decision of any claim I make as a result of this referral, to these organisations for their records.		
Signature:	Date:	Print name:
		Please indicate if appointee or representative
Consent agreed Verbally	Date:	Print Name

The information given will be treated as private and confidential and will not be passed on to any other parties.

THE DATA PROTECTION ACT 1988**THE EIGHT PRINCIPLES****1st Principle:**

Personal data shall be processed fairly and lawfully and shall not be processed unless at least one of the conditions in Schedule 2 to the Act is met, and for 'sensitive personal data' at least one of the conditions in Schedule 3 is also met.

2nd Principle:

Personal data shall be obtained for specified and lawful purposes and shall not be further processed in any manner incompatible with that purpose or those purposes.

3rd Principle:

Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

4th Principle:

Personal data must be accurate and kept up to date. Data must be checked for accuracy and be corrected, archived or erased as necessary.

5th Principle:

Personal data shall not be kept for longer than is necessary for that purpose or those purposes.

6th Principle:

Personal data shall be processed in accordance with the rights of the data subject under this Act.

7th Principle:

Appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of personal data and against accidental loss, destruction or damage to personal data.

8th Principle:

Personal data shall not be transferred to a country or territory outside the European Economic Area without an adequate level of protection for the rights and freedoms of the data subject in relation to the processing of personal data.

EXCEPTIONAL CIRCUMSTANCES WHERE THE REQUIREMENT FOR CONSENT MAY BE OVERRIDDEN

Where data sharing relies on customer consent, the exceptional circumstances which may override the need for such consent include:

- where it is necessary to fulfil a statutory obligation or court order
- where there is a serious public health risk
- where there is a risk of serious harm to an individual or others
- for the prevention, detection and prosecution of serious crime
- in the interest of the protection of adults and children from abuse or neglect.

The requirement for customer consent may also be overridden where disclosure is necessary in order to:-

- protect the health, safety and welfare of persons at work who are carrying out a function of the Crown, a Minister of the Crown or a government department, or any other function which is of a public nature and is exercised in the public interest
- protect the vital interests of the data subject or another person, in a case where consent cannot be given by or on behalf of the data subject, or the data controller cannot reasonable be expected to obtain such consent
- protect the vital interests of another person, in a case where consent by or on behalf of the data subject has been unreasonably withheld
- protect public funds administered by a government department or local authority
- the Secretary of State by order specifies an exemption.

The decision to disclose information without consent should normally be made by the Data Protection Officers specified in **Appendix 2**. It may also be advisable to seek legal advice and/or advice from the Local Authority Caldicott Guardian.

If information is disclosed without consent, then the reason why the decision was taken and the person who authorised the disclosure should be recorded in the individual's records in addition to whom it was disclosed.

RECOMMENDED PROCEDURES TO ENSURE SECURITY OF DATA DURING TRANSFER

The following is a list of recommended procedures to ensure the safe transfer of information -

- Envelopes should be securely sealed, clearly addressed to a known contact and marked 'confidential' and 'addressee only'. A return to sender address should also be marked on the envelope.
- Telephone validation or 'call back' procedures should be followed before disclosing information to someone you do not know to confirm their identity and authorisation.
- If documents containing personal information are faxed, the fax should be clearly marked for a named individual and only transmitted to a receiving fax machine in a secure environment.
- Data held on disk should be password protected and the physical security of the disk should be protected ie. kept under lock and key.
- Any documentation containing National Insurance Numbers and/or personal information should not be transmitted electronically unless both the sending and the receiving systems are within the gsi or gsx government network.
- Where pseudonymised or anonymised data is shared, care should be taken to ensure that the method used is effective and individuals cannot be identified from the limited data set e.g. age and postcode together could be sufficient to reveal an individual's identity.
- Where documents containing National Insurance Numbers and/or person information cannot be forwarded to the data controller on the same day the information was obtained, the documents must be stored securely in accordance with the data controller's instructions

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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1.	Meeting:	Cabinet Member for Adult Social Care and Health
2.	Date:	23rd October, 2006
3.	Title:	Sheltered Housing Warden Service Review
4.	Programme Area:	Social Services and Neighbourhoods

5. Summary

The Sheltered Housing Warden Service has not been reviewed since its inception in the 1970's. In view of the major developments in the national policy agenda for older people's services, and the Independent Living agenda, together with the Council's priorities in the Healthy Communities and Older People's Block of the Local Area Agreement, a review of the Sheltered Housing Warden Service has been carried out, and proposals for its transformation into a Neighbourhood Support Service are contained in this report.

6. Recommendations

- **TO APPROVE THE TRANSFER OF SHELTERED HOUSING WARDEN SERVICE FROM ADULT SOCIAL SERVICES TO NEIGHBOURHOODS, WITH EFFECT FROM 13TH NOVEMBER, 2006;**
 - **TO APPROVE THE TRANSFORMATION OF THE SERVICE INTO A NEIGHBOURHOOD SUPPORT SERVICE;**
 - **TO APPROVE THE IMPLEMENTATION OF A PILOT SCHEME TO TEST THE PROPOSALS PRIOR TO FULL ROLLOUT IN 2007/08.**
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7. Proposals and Details

7.1 Following the progress of the Sheltered Housing Review, it was identified that the warden service was pivotal to the success of the strategy that was adopted in September 2005. Together with the Rothercare (assistive technology) service, it was recognised that the modernisation of sheltered housing in support of the wider Older People's agenda, would be ineffective if related services were not aligned.

7.2 Consequently, a review group, comprising officers drawn from Adult Social Services and Neighbourhoods has been working for nine months on proposals to transform the warden service, in line with key recommendations made by Supporting People. In this period, there has been significant consultation with staff and trade unions who are supportive of the proposals attached. In addition, in the course of consultation with residents of sheltered housing schemes contacted as part of Phase 3 of the recent sheltered housing review, officers have been able to discuss the proposals, and refine them as a result of residents' concerns and aspirations.

7.3 The review group has completed its work and this is attached at Appendices 1 – 5.

8. Finance

There are significant financial implications arising from this report for the Sheltered Housing Warden Service, and related functions. These are itemised at Appendix 3.

9. Risks and Uncertainties

There is a risk to the strategy for older people's services of leaving an obsolete and inappropriate service in place, from which increasing numbers of service users are opting out.

There is a risk of the service continuing to lose money, and becoming unviable. In addition, Supporting People have made clear that the current service fails to meet their requirements and they will be left with no option but to tender the service in 2007.

10. Policy and Performance Agenda Implications

There are significant implications arising from this report for the Older People's Strategy, and L.A.A. Healthy Communities & Older People's block, from failure to deliver the transformed service.

The outcomes of this review will make a positive contribution to the criticisms made by the Audit Commission in the October 2006 Corporate Assessment Report. The report stated that "health remains a major issue for the borough...and...there are examples of good services for older people but the Council does not yet show a fully co-ordinated approach across all services". This review demonstrates a co-ordinated approach to older people's services which will result in positive health outcomes for

local people; an example being an anticipated reduction in the number of hospital admissions.

11. Background Papers and Consultation

Phase 2 – Sheltered Housing Review, Cabinet, March 2006
Report presented to the Cabinet Member for Neighbourhoods
on 16 October 2006 for information

12. Contact Name

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Sheltered Housing Warden Service Review

**Simon Bunker
Head of Housing Services
6th October, 2006**

1. Introduction

1.1 The Sheltered Housing Warden Service (SHW) provides support to residents of sheltered housing (who choose to purchase the service) under an interim Supporting People contract, and is managed by the Adult Social Services (A.S.S.) programme area. The Supporting People contract runs until March 2007. Established as a 24/7 service in the mid 1970's, it transferred to Social Services in 1996 from the then Housing Dept, to become a Monday-Friday service, supported by the Rothercare community alarm service outside of 'normal' office hours. While the hours of work were changed, the general objectives of the service, and the tasks of the wardens themselves, have remained largely unchanged in this period. Sheltered housing schemes in the Borough are assessed as requiring a warden FTE per 50 customers, therefore at the commencement of the Sheltered Housing Review. This service is currently delivered by 124 wardens equating to 73 full time equivalent (FTE) positions.

1.2 The most significant change that has occurred has related to the Council's decision in 2003 to allow service users to 'opt out' of receiving the service. This was due to pressure from a number of customers who did not have access to communal facilities. In the two years since this decision there has been a 6% reduction in customers of the service, which equates to an income reduction of £77k per year. In addition, by increasing expenditure in line with inflation, there are additional budget pressures of £40k p.a. If the service were to continue as now, within two years it would require additional funding of approximately £300k p.a. At 31st August 2006, there were 2,790 customers using the sheltered housing warden service. Due to the opt-out, there has been a freeze on staff recruitment which has led to wardens covering extra schemes to meet their contracted hours, and this has had an impact on service morale.

1.3 There have been no warden team leaders in post since the restructure of Domiciliary Care Services (DCS), following the national standards review. At that time, the three postholders were transferred into DCS and the SHW continued to be managed by Domiciliary Care Officers as an auxiliary service. This has led to a service which has suffered from lack of consistent and co-ordinated development, including under-utilisation of PDR's. Furthermore, there are no current service procedures in place, and the job description and person specification have not been previously refreshed. The lack of written procedures and documentation in line with Supporting People expectations contributed to the call in the Supporting People review report for changes to the service.

1.4 Supporting people review

In 2003 a review was conducted of thirty-three RMBC sheltered schemes in the central locality. The conclusion identified the need for significant re-modeling of the warden service. Below is a summary of the 2003 recommendations followed by a current position status. Following this summary, conclusions and proposals are made.

The recommendations to the Commissioning Group in 2003 were that:

1. **The financial viability of the service be established.** This recommendation was made because the service was found to have an annual deficit of approximately £137k.
2. **Assessments for potential new service users to sheltered schemes be introduced.** The review concluded that the current warden service was not delivered on a needs-led basis, and recommended that it was necessary to establish a more systematic assessment of need prior to accessing sheltered accommodation. Guidance from the ODPM¹ suggested that existing service users in sheltered schemes should not be unduly affected by changes to services following a review
3. **Services to meet the needs of BME groups are needed.** Evidence of uptake from BME groups showed almost no BME elders using Council sheltered provision.
4. **Increases in quality of the service to meet Level C in the four core standards of the Supporting People Quality Assessment Framework (QAF) are necessary.** The introduction of Supporting People brought with it the QAF, used to assess the service. Whilst many service users were found to enjoy quality relationships with their wardens, evidence submitted in relation to the quality standards was insufficient to meet minimum 'Level C' requirements on fairness and diversity. Areas for improvement also related to the need to introduce support planning and reviews into the service.
5. **Systems need to be developed which meet the Supporting People monitoring requirements.** Supporting People not only brought new funding and quality control systems, but also a performance framework for providers. Quarterly submissions were required on KPI's; three primary KPIs were void levels, availability of units and staffing levels. Whilst some information was gathered for the review, there was not a systematic approach to gathering, regularity, or accuracy of information.
6. **Extra Care Housing is needed to help meet the future accommodation and support need of vulnerable older people in Rotherham.** The review suggested that whilst there was adequate provision of sheltered accommodation, the burgeoning older population would require different and more modern schemes in the future. For this reason support was given to the development of extra care housing
7. **A strategy detailing the future development of Rothercare services is required.** Note was made of the good quality, cost effective and modern community alarm provision from Rothercare. However, access to a Supporting People subsidised service was found to be problematic for home owners. To deliver flexible services to older people in future, it was recommended that a strategy be developed to expand the Rothercare community alarm provision, subsidised by Supporting People for users on low

¹ DETR Supporting People: Policy into Practice (January 2001) DETR

income or housing benefit. Support was given for an opt out to current users to both liberate Supporting People funds for the expansion and facilitate a needs led approach

8. **A strategy detailing future development of community facilities is needed.** Whilst the Supporting People service review was not strictly about the community facilities, the wardens were found to be spending 7 hours a week providing activities in the community facilities (where they existed) on sheltered schemes. Whilst this activity is entirely eligible for Supporting People, and in principle encouraged to maintain the mental and physical health of older people, a systematic and informed approach to community activities was not in evidence. In addition several (up to four) hours a week of the warden's time was spent cleaning the facilities, activities that are ineligible for Supporting People funding

1.5 Written procedures and documents must be provided to meet level C of the quality assessment framework (QAF) for Supporting People, or there is a risk that funding may be withdrawn and the service would have to be tendered outside the council.

1.6 The Warden Advisory Group, and modernisation of the warden's role:

This group comprised of a number of wardens, warden officers and social workers, and tasked to consider the initial 2003 Supporting People review and propose changes to the role of the warden. The group concluded that instead of a completely new job description being required for wardens, there needs to be a re-focus of the wardens' role on low-level support provision, and away from care provision. To this end the Wardens particularly welcomed the introduction of support plans and the proposed changes from their current six minutes face-to-face time per person, to tailored packages of support based on individual need.

1.7 The group noted that CSI registration would not be needed as eligible support tasks, and short-term non-programmed occasional welfare tasks related to emergency situations. Finally, the warden report suggests that new job descriptions should be developed which reflect a primary support function and a closer link to assistive technology, without the personal care and cleaning duties currently included (see Appendix 5 for a proposed Support Worker job description). The group has also examined the list of Supporting People eligible activities that would be undertaken by the new support worker (see Appendix 2).

2. Context

2.1 National government began encouraging L.A's to develop what is now recognised as sheltered housing in the 1960's. The design guidance, of accommodation for a warden, alarm system and communal lounge set the standard for Category 2 sheltered housing for the following 30 years. During the 1970/80's, public subsidy was made available to RSL's, and the numbers of sheltered housing units increased rapidly. The target market was younger, fitter, older people, whose primary need was for appropriate housing, reflected in scheme design. This period also saw the development of Category 1 sheltered housing for more active older

people. This was generally groups of self contained flats and bungalows. During this period demand outstripped supply, all providers had long waiting lists, and sheltered housing was seen to be universally popular. However, by the early 1990's it was accepted that most parts of the country had a sufficient supply, and funding streams reduced. It was also then that many providers experienced a fall in demand for the first time as a result of:

- Rising aspirations of older people for larger accommodation;
- Poor access to shops and other local amenities in the vicinity of many schemes;
- Old and/or unattractive buildings;
- Poor access to common parts and individual flats, in particular long, poorly lit corridors and no lift.

2.2 Generally, there has been a shift away from provision of sheltered housing for younger, fitter, older people exercising housing choice, towards the need for accommodation that meets the needs and expectations of frailer and vulnerable older people, eg Extra-Care Housing. In addition, tenure patterns have changed significantly, and many older people wish to remain in their existing home, irrespective of whether they are owner-occupiers or tenants. Many RSL's and private providers have also developed leasehold and shared ownership models to meet these rising aspirations.

2.3 It is now widely agreed, endorsed by the Audit Commission in its challenge to providers in "Home Alone" (1998), that conventional sheltered housing needs appraising for the purpose of each scheme and the needs of the older people it is seeking to serve. Analysis of experience in 47 L.A's led the Audit Commission to conclude there was a lack of vision for the future and little evidence of joint working between landlords and social services to include sheltered housing in the wider strategic approach to planning and commissioning older people's services. This lack of coherence now presents a challenge to the development of local strategies that bring together housing, health and social care.

2.4 Similar to many other L.A's, sheltered housing in Rotherham has the following features:

- It sits outside health and social care planning frameworks;
- There are a range of providers, buildings and services;
- Providers are experiencing difficulties letting properties;
- Significant numbers of schemes are old and not up to contemporary standards;
- The profile of residents has changed significantly with some schemes supporting very frail older people and others with residents in their 50's and 60's with a range of social problems.

2.5 As a consequence of the change in national opinion over housing provision for older people, and in particular the clear call to separate support from tenure, the rationale underpinning support for vulnerable older people has changed. Instead of housing older people in specialist schemes, the emphasis is increasingly on developing enabling models of housing and services that empower older people to remain in traditional home environments if that is their wish. This presents a challenge for housing, care and support providers.

2.6 A number of key policy documents have followed the National Service Framework, which relate to housing for older people. *Quality and Choice for Older People's Housing* (2001), *Preparing Older People's Strategies* (2003), and the Housing Corporation's *Strategy for Older People* (2003), all promote choice and diversity, and developing services around what older people want. They also stress that most older people live in 'traditional' rather than 'specialist' housing, and that most older people are owner-occupiers. Older people's housing strategies that only focus on sheltered housing for the rented sector are seen by Government as inadequate. Additionally, fresh ideas on citizenship and social inclusion have challenged providers to involve older people in service planning and active assessment of services delivered.

2.7 New forms of provision have moved from the low-key support role of the traditional warden service, to provision of onsite care and support with clear vision of what support services can be and how the role relates to care and health services.

2.8 Design of schemes has changed from locating schemes in quiet, attractive but inaccessible locations, to focusing on proximity to transport, shopping and being part of the active local community. Accessibility to and within schemes is of paramount concern, space standards have improved dramatically, and two-bedroom provision is increasingly common. The Government has set targets for all social housing to meet minimum quality 'decent homes' standards. For sheltered housing, this is a particular issue with at least 25% of the stock nationally unlikely to meet such physical standards without major investment or redevelopment.

2.9 Public debate, lead by the Association of Social Services Directors, has moved very quickly towards a more generic approach to planning for an ageing population, based on inverting the 'Triangles of Care', and developing a positive approach to older age.

Figure 1 - Support for People Today

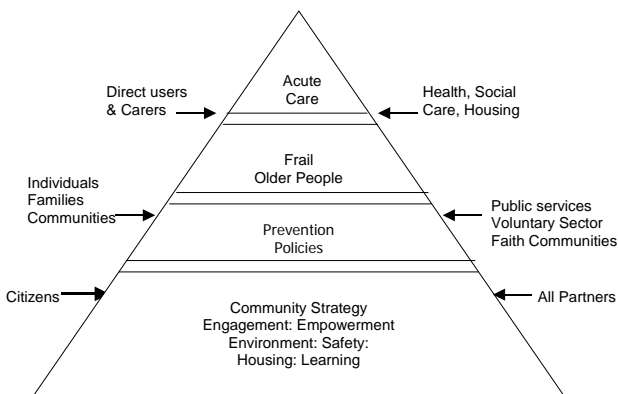
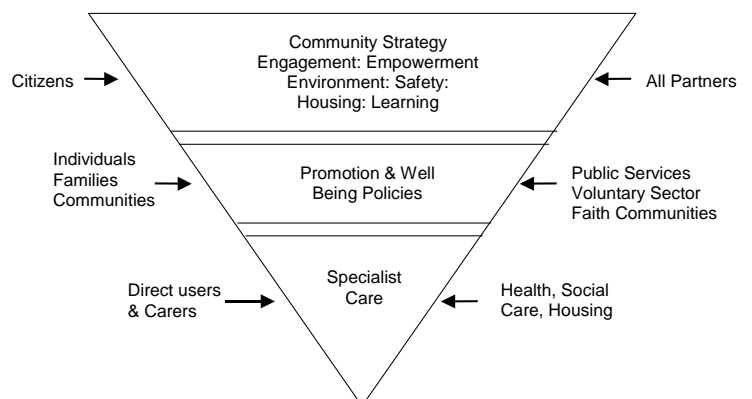


Figure 2 - Support for People Tomorrow



3. Rotherham Background

3.1 The review of sheltered housing, together with the development of the Council's Older People's Strategy – in turn linked to the Local Area Agreement (L.A.A.) and the emerging Independent Living agenda – has provided an appropriate opportunity to review key Council services supporting older people to live independently in their own homes. The Sheltered Housing Warden Service, with Rothercare, has not been fundamentally reviewed throughout its life, and in view of the changing nature, numbers and aspirations of Rotherham's older population, this is untenable. In addition, it is apparent that the costs of the present service are unsustainable, particularly as the service fails to comply with the baseline Supporting People quality standard. The drivers for the review consequently were:

- To bring the service within budget;
- To meet the changing needs and aspirations of older people;
- To deliver a dynamic and professional service, with appropriate links to health, social care and other key services;
- To meet the requirements of Supporting People commissioners.

3.2 The joint review of the service has been underway by Neighbourhoods and A.S.S, following the Supporting People review of 2004. This made the early recommendation as part of Phase 2 of the Sheltered Housing Review, that the service transfer back from A.S.S. to Neighbourhoods following completion of both reviews, to enable housing and housing related services, to benefit from integration and single service management.

3.3 The context of the review has included:

- comparison with other service providers to benchmark costs, management structures and roles;
- consideration of good practice models at home and abroad;
- consideration of the development of services that meet the needs of BME elders and other hard to reach groups;
- consultation with stakeholders, including older people (residents of sheltered housing including those who have opted out), A.S.S, PCT, Supporting People, Neighbourhoods, and the voluntary/charitable sector e.g. Age Concern;
- identifying potential members of a service user advisory group;
- consultation events with wardens;
- Pathway days with service users and partnering bodies such as PCT.

4. Proposals

4.1 The proposals to transform the current warden service build on existing strengths such as the dedication and 'support' of staff for the tenants of sheltered housing ('Support' is clearly delineated from 'Care' which falls under CSCI regulations). However, they will introduce a step change in the quality of the service by transforming it into a 'Neighbourhood Support Service', whereby Independent Support Champions (ISCs, formerly Wardens) will provide individually tailored personal support plans to a defined caseload of older and/or vulnerable people.

Under the revised service, the ISC will visit a caseload of 30-35 service users rather than properties or 'schemes', enabling flexible use of time dependent on changing individual needs, and which moves away from the traditional '6 minute per day' visits. The 'Support Planning Agreement' (between service users and ISC's), will address needs of vulnerable older people such as mobility around the home, finance, personal safety, security, independent living and social support. Upon completion, the service user and ISC will sign the document and agree on an action plan; it is from this action plan that the ISC will advocate, monitor and signpost services, to meet the specific needs of the service user. The ISC will effectively be the single key link between vulnerable customers and the respective range of services that they individually need, promoting and enabling independent living, developing self-confidence and maximising enjoyment of their lives. They will also provide secondary support to families and carers of vulnerable people, so they can take the primary support role for their vulnerable relative.

4.2 The transition of the service consists of the following key stages:

1. Formal transfer of the current Sheltered Housing Warden service from Adult Social Services into Neighbourhoods, incorporating transfer of systems, records, etc; the development of appropriate new policies and procedures to meet (as a minimum) level C of the Supporting People Quality Assurance Framework (SP QAF) and the re-branding of the service to reflect its changing role.
2. Re-development of the current service which comprises of a six minute visit per service user per day covering Monday-Friday and excluding weekends.
3. Developments are to include:
 - Incorporation of support planning and risk assessment for service users;
 - Lone worker policy
 - Risk to service users
 - Adult protection policy
 - Change in current service to exclude cleaning duties from tasks carried out by ISCs, to focus entirely on a person centred service (cleaning, other ancillary functions and non-personal support-related duties to be commissioned and/or re-allocated).
 - Facilities management to maximise the use of community centres, enhance security for residents, and (potentially) generate income that can be used to develop and upgrade existing centres.
 - Marketing strategy to increase the availability of the service to older and vulnerable people across all tenures within the Borough, reaching out to BME elders and other hard to reach groups.

- Change to a 7 day service, with a flexible working day between 8am – 8pm subject to resource availability.
- New job description for wardens for the development of a Neighbourhood Support Service pilot scheme, to be carried out within the Borough.

4.3 Pilot Scheme

Consultation commenced with the warden workforce in June 2006. The proposed developments of the service have been presented to wardens, with the early rollout of a pilot scheme that would test the new way of working. This would form the basis of the transformed service to be delivered and be operational in October 2006 for 6 months. Since then, wardens have attended further consultation events specifically focusing on developing the pilot scheme, and the new way of working with clarification and amplification of support planning and the new job description. At these consultation events wardens were invited to apply to take part in the pilot scheme by submitting expression of interest forms. An encouraging number of applications were received (24) and all applicants have been interviewed. This process was seen as an ideal opportunity to assess the level of training that wardens would require in order to carry out the new role when launched borough wide. Costs associated with the pilot are additional to the normal service (see Appendix 3).

4.4 Nine appointments have been made including 6 wardens and 3 relief wardens. To manage the pilot scheme and maintain the existing service, 3 Team Leader posts have been identified. Under the pilot scheme, personal development reviews will be carried out every two months to clearly identify training and support needs of staff. These have not been happening for a number of years, and staff exhibit significant training requirements in a number of key areas. Training in support planning, risk assessment, anti social behaviour, and adult protection has already taken place with the successful wardens who will run the pilot scheme. On consultation with service users, the new ISC's will commence duties in line with the new role as specified below:

Health: monitor, signpost and/or manage:

- general health related issues e.g. ensuring appointments with doctors, dentists, chiropodists, opticians etc are made and attended;
- prescribed medication are obtained and understood, and treatments applied;
- physical adaptations and equipment needs are referred as appropriate, fit for purpose when installed, and maintained;
- day care facilities are accessed where available and desired;
- to act as key first advocate with health related service providers.

Home: monitor, signpost and/or co-ordinate;

- general home related issues e.g. repairs and maintenance are identified, ordered and carried out, and in a manner that is appropriate to the customers' needs;
- health and safety issues in and around the home are addressed with appropriate urgency;
- advice and information re maintenance and Health and Safety;

- monitoring and responding to extremes of temperature;
- identify appropriate cleaning strategies.

Self: monitor, signpost, advise (with sensitivity and cultural awareness) and assist clients re:

- issues relating to encouraging healthier lifestyles (diet, exercise, social activities etc);
- personal hygiene;
- adult protection issues;
- management of personal issues e.g. hair appointments made and attended, clothing repair and/or replacement.

Income: monitor, signpost, advise (with discretion) and assist clients re:

- issues relating to ensuring they maximize their incomes and access to benefit entitlements;
- that benefits and other income are claimed, collected and secure;
- identify and address fuel poverty issues;
- assist in budgeting income.

Advocacy: monitor, signpost, champion and/or intervene:

- in neighbour nuisance and fear of crime issues;
- assist with responses to any official correspondence as required, including composing letters, collating personal information, and seeking clarification.

Advice and Information:

- Creating and maintaining personal records e.g. next of kin, and other key people to contact;
- ensuring key family and social relationships are maintained (with consent);
- providing appropriate advice and information re issues considered to be relevant to individual needs and interests.

Social and Civic Activity: Encouraging and enabling clients to:

- play a full role in their community at levels which are appropriate to their needs, aspirations and interests. Eg. Voting in elections, access to public and community events.
- Ensuring where appropriate transport is available, that its used to enable social and civic activity to take place;
- signpost clients to potential issues or areas of interest and encourage participation in social activities.

Training and Enabling: Advising and supporting:

- Customers to make independent decisions;
- carers and/or family members to better assist their relatives or friends; work towards providing personal support in a systematic way which ensures continuous and high standards of support.

See Work Flow Chart – Appendix 4.

4.5 As part of the review, wardens' cleaning duties are to be removed to enable a full person centred service. This key task will be transferred to EDS, who are currently identifying costings, and proposals to incorporate the work in their existing schedules of work. Grit bins and the dispersal of grit during inclement weather will also need to be resolved. Wardens currently disperse grit themselves around schemes. Streetpride will be consulted to carry out this duty, which is essential due to the risk issues involved. Costing for the current window cleaning contracts is also subject to review.

4.6 The Independent Support Service will focus on person-centred support to maintain the independence of individuals within their own home and to engage them within their local community. This will be achieved by support planning; the needs of all potential service users will be assessed before they are accepted to receive the service, to ensure the service is appropriate for their needs. These needs assessments will be used to inform the support plans for service users along with service users' direct input to the support planning process. Every service user will have a personal support plan tailored to meet their individual needs. Support plans are a requirement of the Supporting People QAF in ensuring effective service.

4.7 Interviews with staff prior to transfer from Adult Social Services, will be carried out by the new Team Leaders to assess training requirements. It is envisaged that most of the current wardens will wish to apply for the new posts, further to the manifest support for the pilot scheme. This is to be welcomed as the new service will benefit from retaining existing expertise and familiarity. Some wardens may be offered early retirement, and redeployment into other service areas will be available.

4.8 There will be a cost associated with the revisions to the staffing structure. Wherever possible this will be minimised through redeployment and retirement. The remaining exit costs are estimated to be a maximum of £100k. These costs will be funded either from a generated surplus within the restructured service or from the HRA. Further work is required to determine an accurate cost profile and the timescales relating to the transition period. If it is decided that the new structure will be in place for the start of 2007/08, these costs will have no impact on 2006/07 and will be included in the budget for 2007/8.

5. Finance Issues

5.1 Data supplied by Rotherham Supporting People team shows the following:

- There are a total of 21 sheltered housing schemes provided by RSLs in the Borough
- Units costs of their warden service (not including the costs of community alarm services) ranges from £0.76 – £18.66 per resident per week
- Actual costs of warden services range from £2.44 – £19.20
- The average cost of a warden service is £8.83

5.2 The warden service is currently charged at £8.40 per week which compares well with RSL providers. However this charge has not increased for several years and therefore does not reflect the true cost of providing this service. If the charge

had been increased according to real costs then the charge would now be in the region of £9.35.

5.3 An increase in charges has been restricted by the amount of funding that is available from Supporting People. This is a fixed contract amount and the opportunity to revise this has been limited. Assuming the real cost of the service had been applied, then additional income of approximately £115k would have been received over the previous 3 years. It is planned to increase charges during 2007/08, but this will be constrained by Supporting People funding.

5.4 Cost data supplied by Supporting People shows the following for community alarm services:

- Unit cost of an alarm service ranges from £0.45 - £4.71
- Average cost of a community alarm is £1.83

However, not all the community alarm services provided by RSLs include a mobile response. Some of them such as Anchorcall (operated by Anchor Trust) only provide call handling; local responses are provided by relatives and/or emergency services as appropriate. The cost of Rothercare is £2.80 per week but this includes a mobile response and compares favourably with the RSL services.

5.5 The review also compared the cost of Rotherham's Sheltered Housing Warden Service with services provided by a District Council and a stock transfer RSL in Cheshire. The District Council service costs were £13.12 and the average cost of the RSL was £10.14 (their actual charges range from £3.07 - £12.93). These figures include the cost of the community alarm service. The cost of Rotherham's service at £11.20 (when the cost of Rothercare is included), compares favourably with services in Cheshire.

5.6 Costs of the service for Rotherham Council tenants of sheltered housing can therefore be shown as follows:

Service	Cost
Rent	Varies by scheme
Support service (warden)	8.40
Rothercare	2.80
Communal facilities	3.98
Service charge e.g. heating	Varies by scheme

5.7 Analysis of the existing budget and spend profiles indicate that the forecast costs of the warden service this year (including premises but excluding Rothercare) are £1,633,861 against a budgeted outturn of £1,566,484. The Service is currently funded by Supporting People and Community facilities income. Existing Warden Service budgets are detailed in Appendix 3.

5.8 Currently the costs of the Warden Service and the provision of Community facilities are combined within the same budget and it is not sufficiently clear which funding stream supports which service. One of the aims of the restructuring exercise has been to separately identify the costs relating to the proposed Neighbourhoods Support Service to ensure that this is funded solely by the Supporting People income streams (i.e. SP grant and the income from self payers). The separation of the Neighbourhood Support Service budget and Communal Facilities budget will ensure that there is no cross subsidy of services. As a result of separating the budgets it has become clear that there are areas of overspend which need to be addressed. A thorough review of all premises related costs is planned to be undertaken during the pilot phase of the restructure. However it is possible that any remaining budget pressure could be funded from the HRA as currently the service is provided solely to RMBC tenants. Proposed new structure budgets are detailed at Appendix 3.

6. Risks and uncertainties

6.1 Supporting People's national expectations are that all services which are offered steady state contracts, meet a baseline requirement of Grade C for all. Should the service fail to deliver this within an agreed timeframe the service will be tendered. If the Council is unable to provide a service which will, with the appropriate action plan, stave off the tendering process it will be unable to win the contract at tender against other organizations who will be able to demonstrate quality services in line with QAF standards.

6.2 The service should be tendered before March 2007. A report has been presented to Supporting People to confirm the changes in place, the further changes to be made and to request an extension to the tendering deadline of one year to allow the service to fully embed from the transition process which is about to take place. Failure to secure this agreement (or indeed to fully embed the changes to the service) will result in a significant change to the service which will be delivered by a new provider external to the Council.

6.3 To alleviate the risk of services failing or not meeting the needs of service users, a pilot is being undertaken from Oct-Jan 2007. This will enable managers to make necessary changes to the service based on what proves to be effective on a small scale. This will save major disruption for staff and services users and the inevitable concerns and complaints that would follow. The pilot will allow a full test of the assumptions on costs, service flexibilities, training needs and service user satisfaction.

Menu of eligible tasks within packages

Support Worker Task List:

1. Monitoring welfare:

- Simple assessments of H&S in the house, referral to Rotherham Stay Put for minor adaptations / advice
- Simple assessments of the risk of falling, and referral to PCT falls team
- Referrals to Social workers and other agencies a
- Responses to changing circumstances
- Signposting and promotion of other agencies and services

2. Prevention of social isolation:

- Conversation and general counselling
- Support to undertake day-to-day activities
- Support to engage with current affairs
- Reminiscing

3. Supporting personal skills:

- Helping with correspondence
- Help with household budgeting
- Help with utilities and household administration
- Maintenance of independence through self-help and skills maintenance

4. Encouraging external support and contact:

- Social interaction with others
- Encouraging involvement with clubs and societies
- Facilitating friendships
- Facilitating use of the mobile library
- Organising group activities
- Organising luncheon clubs

5. Signposting to other agencies:

- Helping with benefit issues
- Helping with security issues by referring to Rotherham Stay Put
- Helping with access to grants and loans by referring to Rotherham Stay Put

6. Crisis intervention - Short-term single episode support:

- Maintaining safety and respectability and dignity
- Dealing with illness and accidents in terms of emergency responses
- Supporting individuals with GP and prescriptions
- Supporting with food and snacks and beverages

7. Property-based interventions:

- Maintain safety and health
- Suitable emergency response and support for property-based problems, e.g. plumbing
- Referral to Rotherham Stay Put or Maintenance service for repairs as appropriate

8. Promotion of diversity

- Involvement of service users in the service
- Deliver a service sensitive to the needs of BME groups
- Promote the service to BME groups
- Challenging and modelling pro-social attitudes to diversity

Appendix 3

PROPOSED STRUCTURE:
NEIGHBOURHOOD SUPPORT SERVICE

Supporting People Grant	(995,000)
Self Payers	(130,000)
HRA funding	(127,399)
TOTAL INCOME	(1,252,399)
50 Wardens scale 4.	988,950
Housing Support Manager (40%)	15,695
3 Team leaders P01	97,149
2 Admin staff scale 4	39,558
STAFF COSTS	1,141,352
Transport charges	24,000
Uniforms	10,000
Telephones	35,000
ON COSTS	69,000
Laptops – 32,208	32,208
Monthly support – 9,839	9,839
IT COSTS	42,047
TOTAL ESTIMATED COSTS OF NEW STRUCTURE	1,252,399

PROPOSED STRUCTURE :
COMMUNAL FACILITIES

Communal facilities (2,329 X £3.98)	(445,000)
TOTAL INCOME	(445,000)
Repairs and Maintenance	7,105
Electricity	63,221
Gas	86,705
Water Rates and Rent/Rates	24,426
Furniture and Fittings	5,075
Refuse Collection	10,200
Cleaning Materials	7,356
Window Cleaning	11,165
Toilet and First Aid	102
Cleaning	26,951
Refurbishments and other costs	183,563
PREMISES COSTS	425,869
Equipment and Materials	1,015
Printing and Stationary	1,015
Other Hired and Contracted Services	6,090
TV Licences	9,996
Misc Expenses	1,015
SUPPLIES AND SERVICES COSTS	19,131
TOTAL COSTS	445,000

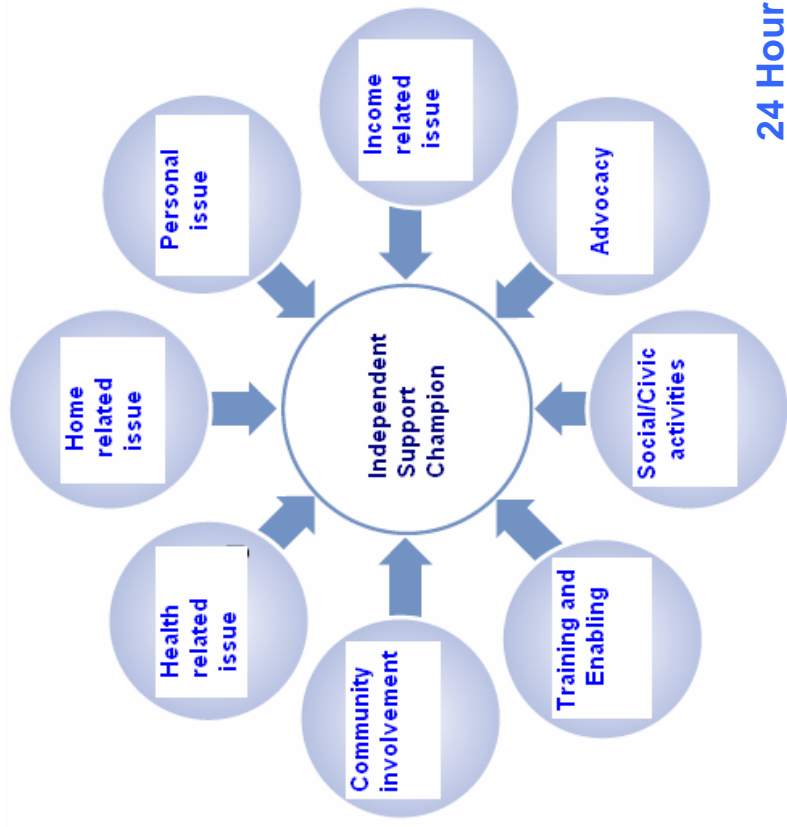
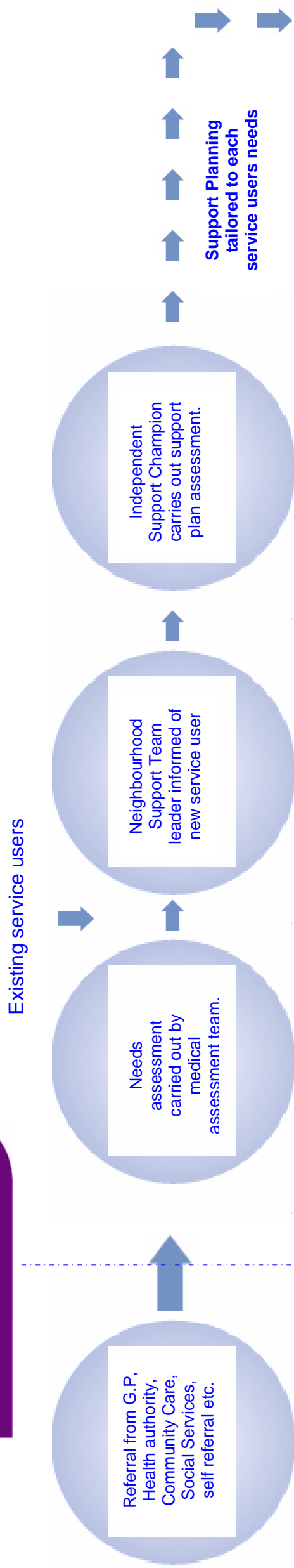
EXISTING STRUCTURE:
WARDENS SERVICE (ASS BUDGET)

Housing Recharge	(1,492,000)
Access and Systems Grant (ASS)	(60,000)
Other	(14,484)
TOTAL INCOME	(1,566,484)
73 FTE Wardens	1,252,607
STAFF COSTS	1,252,607
Transport charges	9,135
Uniforms	5,061
Telephones	38,244
ON COSTS	52,440
Repairs and Maintenance	7,105
Electricity	63,221
Gas	86,705
Water Rates and Rent/Rates	24,426
Furniture and Fittings	5,075
Refuse Collection	10,200
Cleaning Materials	7,356
Window Cleaning	11,165
Toilet and First Aid	102
Cleaning	26,951
PREMISES COSTS	242,306
Equipment and Materials	1,015
Printing and Stationary	1,015
Other Hired and Contracted Services	6,090
TV Licences	9,996
Misc Expenses	1,015
SUPPLIES AND SERVICES COSTS	19,131
TOTAL EXPENDITURE	1,566,484

PILOT COSTS

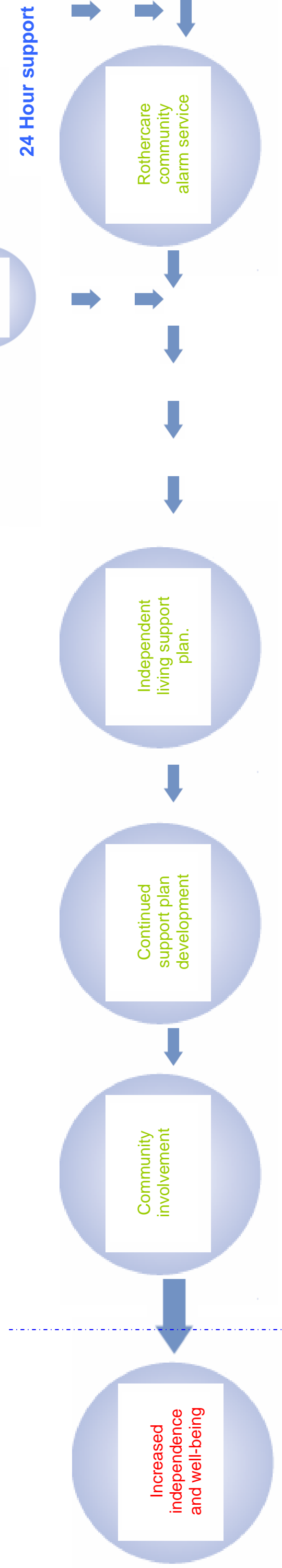
6 Wardens scale 4.	63,000
3 Team leaders P01	30,764
2 Admin staff scale 4	15,000
STAFF COSTS – 6 MONTHS SECONDMENT	108,764
PREMISES (to be reviewed)	10,000
Transport charges	4,500
Training - free	0
OTHER COSTS	4,500
Laptops and Support	12,883
IT COSTS	12,883
TOTAL ESTIMATED COSTS OF NEW STRUCTURE	136,147

Independent Support Champion Work Flow Chart



Independent Support Champions sign post and enable service users to remain in their own home for longer by way of tailored support plans and advocacy.

Warden Service Review Work Flow Chart



<p>Referral from G.P, Health authority, Community Care, Social Services, self referral etc.</p>	<p>The point of contact where a service user may be referred to the service by either a professional or self referral.</p>
<p>Needs assessment carried out by medical assessment team.</p>	<p>After a referral is made the medical assessment team will carry out investigations to assess the applicants level of support need. Recommendations will be made following this assessment.</p>
<p>Neighbourhood Support Team leader informed of new service user</p>	<p>This information will then be passed to the Independent Support champion team leader who will in turn give this information to the relevant independent support champion.</p>
<p>Independent Support Champion carries out support plan assessment.</p>	<ul style="list-style-type: none"> ■ The purpose of support planning is to ensure that the support provided is tailored to the needs of the individual service user, that there are clearly identified aims for the service user and that the outcomes of action taken to achieve those objectives are recorded. ■ The support planning process involves discussing personal information, but that information will be kept in confidence and will only be shared with others with the consent of the service user. The plan is developed using a prepared format. The plan belongs to the service user and so, their views, needs and aspirations must drive the plan. <p>Every service user will have an individually tailored support plan in place. The support planning process is intended to ensure that users' views are at its centre. Independent Support Champions are expected to ensure that this is carried through into practice when following this procedure.</p>
<p>Rothercare community alarm service</p>	<p>Rothercare is a community alarm service that provides service users with a 24 hour response service via the use of alarm intercom or by pressing an alarm button located on a neck pendant.</p>
<p>Independent living support plan / Continued support plan development</p>	<p>As detailed in "Independent Support Champion carries out support plan assessment."</p>
<p>Community involvement</p>	<p>The independent living support plan will encourage individuals to engage within the community to address the impacts of social exclusion.</p>
<p>Increased independence and well-being</p>	<p>Through the sign posting and enabling support provided by the independent support champion there will be increased independence and well-being</p>

Rotherham Metropolitan Borough Council**Neighbourhoods - Community Housing Services****JOB DESCRIPTION -**

- **Post No:** **Grade:** 4: £16,137 - £17,985
- **Post Title:** Independent Support Champion **Location:** Neighbourhoods
- **Hours:** 37
- **Responsible To:** Independent Support Team Leader
- **Responsible For:** N/A

1. Main purpose of the job:

To be a member of an Independent Support Team, providing individual support to a number of elderly and/or vulnerable people, and to effectively be a key linkperson between vulnerable customers and the respective range of services that they need, to promote independence, develop self-confidence and maximise enjoyment of their lives. Postholders will be mobile, e-enabled, and work hours that recognise the needs of customers.

2. General Tasks:

- 2.1 To work with vulnerable customers (including elderly people, disabled people, people with learning disabilities), and their families and/or carers where appropriate, to devise independent support plans which enable them to access key services, and can lead more independent, healthy, safe and fulfilled lives;
- 2.2 To act as a single point of contact and provide initial liaison with services, service providers and agencies and other organisations where required on behalf of vulnerable clients. Examples of services where liaison may be required include health and pharmacy, utilities, council and government;
- 2.3 To monitor, intervene, and act as champion, to ensure that services and agencies follow up initial liaison work, and deliver wherever possible to meet customer requirements.

3. Specific Tasks:

To be responsible for some or all of the following issues arising from Sections 1 and 2:

Health: monitor, signpost and/or manage;

- general health related issues eg. Ensuring appointments with doctors, dentists, chiropodists, opticians etc are made and attended;
- prescribed medication are obtained and understood, and treatments applied;
- physical adaptations and equipment needs are referred as appropriate, fit for purpose when installed, and maintained;
- day care facilities are accessed where available and desired;

- to act as key first advocate with health related service providers.

3.1 **Home:** monitor, signpost and/or co-ordinate;

- general home related issues eg. Repairs and maintenance are identified, ordered and carried out, and in a manner that is appropriate to the customers' needs;
- health and safety issues in and around the home are addressed with appropriate urgency;
- advice and information re maintenance and Health and Safety;
- monitoring and responding to extremes of temperature;
- identify appropriate cleaning strategies.

3.2 **Self:** monitor, signpost, advise (with sensitivity and cultural awareness) and assist clients re;

- issues relating to encouraging healthier lifestyles (diet, exercise, social activities etc);
- personal hygiene;
- adult protection issues;
- management of personal issues eg. Hair appointments made and attended, clothing repair and/or replacement.

3.3 **Income:** monitor, signpost, advise (with discretion) and assist clients re;

- issues relating to ensuring they maximize their incomes and access to benefit entitlements;
- that benefits and other income are claimed, collected and secure;
- identify and address fuel poverty issues;
- assist in budgeting income.

3.4 **Advocacy:** monitor, signpost, champion and/or intervene;

- in neighbour nuisance and fear of crime issues;
- assist with responses to any official correspondence as required, including composing letters, collating personal information, and seeking clarification.

3.5 **Advice and Information:**

- Creating and maintaining personal records eg. Next of kin, and other key people to contact;
- ensuring key family and social relationships are maintained (with consent);
- providing appropriate advice and information re issues considered to be relevant to individual needs and interests.

3.6 **Social and Civic Activity:** Encouraging and enabling clients to;

- play a full role in their community at levels which are appropriate to their needs, aspirations and interests. Eg. Voting in elections, access to public and community events.
- Ensuring where appropriate transport is available, that its used to enable social and civic activity to take place;
- signpost clients to potential issues or areas of interest and encourage participation in social activities.

3.7 **Training and Enabling:** Advising and supporting;

- Customers to make independent decisions;
- carers and/or family members to better assist their relatives or friends; work towards providing personal support in a systematic way which ensures continuous and high standards of support;

4. Organisational tasks:

To take the following broader responsibilities:

4.1 To provide cover arrangements for named absent team colleagues/workloads when required;

4.2 To provide on-site and occasional liaison to domiciliary care and other staff delivering services such as cleaning, shopping and maintenance, in such a way that customer expectations and wishes are made clear;

4.3 Any other duties which are commensurate with the role and remuneration attaching to this post.

5. Key Contacts:

Individual Service Users;
Service user family members and carers;
Personal Support Team members and managers;
Rothercare;
Council, PCT, and other statutory agencies;
Service providers, agencies and contractors.

SAB 12/4/2006

**Rotherham Metropolitan Borough Council
Adult Social Services**

**Draft Response to Foundation Trust Consultation Process for
Doncaster and South Humber Healthcare NHS Trust**

Overarching issues

Overall Rotherham MBC adult services is supportive of the Trust's application to become a Mental Health Foundation Trust, particularly given their very commendable ratings in the recent Health Care Commission performance ratings exercise. The LA and its partners welcome the opportunity to work together with an innovative provider to continue to improve the mental health and wellbeing, and to support the social inclusion of some of our most vulnerable residents.

However,

- The LA was not able to identify from the consultation document or from the Draft IBP substantial quantifiable benefits from FT status for the people of Rotherham.
- The Trust must be aware that there is a degree of political scepticism amongst local politicians about the rationale for and benefits of Foundation Status for NHS Trusts. This will of course not preclude the LA's officers from working in close partnership with a future NHS FT to secure benefits for the people of Rotherham. However, the Trust will need to work creatively and energetically to secure the support and commitment of some key council members.
- The main concern of Rotherham LA adult services is to ensure that the Trust continues to promote a social care model and to work to ensure the social inclusion of people that use its services. It is of some concern that the priorities identified by the Trust in its application appear to be focussed on specialised health care. The balance of these may need to be addressed to ensure that the social care model is also developed.
- The local authority, in partnership with Rotherham PCT will want to continue to ensure that it receives value for money from all of its providers and that services commissioned actively benefit the people of Rotherham. The benefits for the Trust in achieving Foundation Trust status, including the ability to generate and re-invest any surplus, would seem to contradict this intention and the LA will need to be re-assured that it will not be 'subsidising' developments in health services or in other localities.

Response to Consultation Document:

This section contains responses to the specific questions contained in the Consultation Document.

Q1 Do you think the benefits outlined support our desire to progress towards Foundation Trust status?

The development of services which are more accountable to users and carers and gives governance to local people is welcome. There is a need to preserve existing positive user and carer involvement within the new arrangements, and also a need to allow for parallel development of such initiatives (i.e. PPI, User and Carer Council), in order that users and carers can continue to express their views on the services without conflict of interest. However, there is also a need for existing political structures to be able to influence the Trust's direction and development – and Elected Members should be encouraged and supported into the Governor role, as well as encouraging the supporting Trust Members. The Trust should seek to guard against single issue pressure group activity undermining its work– by seeking broad and representative membership, and adopting robust protocols/Code of Practice to deal effectively with “mischievous” activity.

Q2 Do you think our vision for the future reflects what you would expect to see from a Foundation Trust specialising in the care and treatment of individuals and their families with mental health and learning disabilities?

The vision has the language of partnership and equity which is welcome. Discussion is needed at a wide range of fora to gauge the Trust's commitment to working alongside other services providing a mixed economy of care. Rotherham currently has a diverse independent sector providing services to people with mental health problems and substance misuse problems and their carers, extending choice and allowing flexible intervention, and providing socially inclusive options for service users. However, it is not clear from the consultation whether the Trust has a real intention to commission services in future with the VCS and it would be good to be reassured on this point.

Q3 Do you think our values reflect what you would expect to see from a Foundation Trust specialising in the care and treatment of individuals and their families with mental health and learning disabilities?

These values coincide with those of RMBC Adult Services. The Trust manages social care services on behalf of Adult Services, and it would be useful to see a statement that the Trust will also uphold the principles of the GSCC, and also how it will promote and develop a social care model of services.

Social care staff are bound by the GSCC Code of Practice, which should be invaluable to the Trust in making the transition to NHSFT. The interests of

Adult Services employees will need to be protected in the NHS FT setting. The Trust's existing Social Care Network and Professional Social Care Lead Arrangement is a good start but the detail on how staff seconded from social care will be employed in the future needs to be worked out with between the local Authority and the Trust.

Q4 Do you think our priorities and service development plans reflect what you would expect to see from a Foundation Trust specialising in the care and treatment of individuals and their families with mental health and learning disabilities?

In contrast to the question on values (above), the priorities and strategy are almost exclusively health-care focussed, and do little to explain how the values in Q3 will be achieved. The Trust has a sound Social Inclusion Action Plan, which is not mentioned in the list of priorities – which is regrettable.

The strategy is strongly influenced by the need to re-locate services and provide high cost services to the small number of people with the greatest need (the top of the pyramid). The Social Inclusion agenda looks to move away from building-based services and to provide meaningful and sustainable opportunities for people at all points in the spectrum of care; and the Local Authority retains a duty under Section 48 of the National Assistance Act to respond to all vulnerable people. The two are not mutually exclusive, but there needs to be some discussion about how the agendas will be developed together so that Council Members can be re-assured on this point. This point is likely to become more and more important as the Local Authority and PCT partners implement the 'Our Health, Our care, Our say' white paper, with its inherent focus on better preventative services and a shift from secondary and hospital based to community services. It would be helpful if the Trust's plans helped to deliver on these requirements too.

RMBC Adult Services have a range of further duties which are outlined under Q9 – the integrated service will need to deliver these as well. One further important duty is to deliver on the LAA commitments, as part of the Rotherham LSP. A stated commitment to these in the development plans of the Trust would also be very helpful.

Q5 Do you think our new name reflects appropriate characteristics for the Foundation Trust?

The choice of name could unfortunately be seen as discriminating against the group of people (including service users) who have mobility problems. We think that this is unhelpful and that the name should be reviewed in this light.

Q6 Do you think we have got the balance right in respect of public, service user, carer, staff and partner Governors on the Council of Governors?

Like most Trusts the Governance structure offers one Partner Governor place for each local authority. Elected Members should also be encouraged to seek a role as 'public' Governors on the Council.

It is unclear how the governance arrangements will effectively engage young people – there is currently one place for a CAMHS service user on the Board of Governors. But the five service user reps are unlikely to be able to support each other, or to have common experiences or agendas, and will be a diverse group of people. The Trust will need to ensure that they are supported, and that their development needs will be met. Service users will have their own forum to discuss these and other issues, and this should be given priority.

The VCS has only two places – across 4 local authorities. In view of the future direction which looks to engage a range of different providers, this should perhaps be re-visited.

Q7 We have identified a separate category for service user and carer Governors, but they could be encompassed in the public Governor category. Do you think service user and carer Governors should be separate or included in the public Governor category?

This is a matter for potential user and carer reps. There are pro and cons either way: but there is a strong social inclusion argument that they should be on the same platform as public reps to inform and regulate the public debate with the appropriate support and training to enable them to do so.

Q8 Do you think we have missed any key partner Governors from the Council of Governors?

The Trust should be engaging with Local Strategic Partnerships – who already have a strong community focus. Given the Trust's duties under the MHA, and involvement with Drug Strategy Teams, it seems sensible that they engage with criminal justice organisations - Community Safety Unit/Police/ Probation.

Q9 Do you have any other comments you would like to make?

Other Comments:

- Lead responsibility for ASW, Guardianship, MCA, and Carer issues currently sits with Local Authorities and this will need to continue until the amendments to the MHA are realised. There are 25 ASWs working as Care Co-ordinators in integrated teams. Will social care staff who are not employed by the FT (i.e. Most of the existing Rotherham social care staff, and ASWs) be allowed FT membership? Oxlea NHSFT has agreed this special arrangement.
- Duties and Powers discharged by the Local Authority include: Direct Payments, Self-Directed Budgets, Charging for Social Care Services, establishing FACS criteria. It is currently unclear how Payment by Results will operate in Mental Health Trusts, but the guidance to date ignores social care tasks and duties, this will need to be resolved before PbR is implemented for mental health services.
- Local Authorities and PSSRs have separate Performance Management and Social Care Inspection/Audit Frameworks. The Trust will need to have capacity to deal with these frameworks while they manage social

care staff.

- It is currently unclear how Continuing Health Care Criteria will be discharged by PCTs where social care services are located in Mental Health Foundation Trusts.

For NHS FTs to effectively manage social care responsibilities there must be formal agreements and understanding on how all the above – and any new/forthcoming PSSR responsibilities - can be discharged. With sound partnership arrangements, social care organisations and the VCS can share their experience of working with diverse communities in a democratic way, and so assist developing NHS FTs.

ARK Rev 17/10
JP/MH/08/10/06

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