

HALTON AND ST HELENS PRIMARY CARE TRUST

AND

HALTON BOROUGH COUNCIL

1 July 2008 to 30 June 2013

FUNDING AGREEMENT

Relating to

**Learning Disability Services in Halton
Within the Hub Core Team**

June 2008

3 AGREED AIMS AND OUTCOMES

3.1 The Partners aim to:

3.1.1 Identify and agree shared priorities

3.1.2 Improve the ability of people to live independently through better coordinated services

3.2 The agreed intended outcomes of the arrangements are:-

3.2.1 The service will improve; as people with learning disabilities will only have one point of access and assessment, currently there are two systems for service users and carers to navigate.

3.2.2 Nurses and social workers will have one management system, thus avoiding duplication and inefficiencies and will be based in one location at John Briggs House, Gerrard Street Widnes.

3.2.3 The “person-centred planning” approach will be strengthened in line with national guidance “Valuing People 2001”.

4. CORE PROVISION

4.1 The PCT shall facilitate the transfer of the staff detailed at Schedule 2 to the Council and facilitate the transfer on the Transfer Date.

4.2 The PCT shall fund all the costs of the Schedule 2 posts whether those costs relate to payments to the employee or to payments made by the employer in connection with the employee’s employment and payments shall be made to the Council by the PCT within ten working days of presentation to the PCT of a monthly invoice.

APPENDIX 1

- 4.3 The PCT shall continue to make payments in accordance with 4.2 not only in respect of the Schedule 2 posts existing as at 1st July 2008, but also in respect of such posts as may replace those posts in any restructure of the service conducted after Transfer Date
- 4.4 The PCT shall continue to make payments in accordance with 4.2 not only in respect of the Schedule 2 posts which are occupied as at Transfer Date but also in respect of such posts which are vacant on Transfer Date but also in respect of such posts as may replace those vacant posts in any restructure of the service conducted after the Transfer Date
- 4.5 The PCT shall in respect of the Schedule 2 posts indemnify Halton Borough Council as detailed in Schedule 3.
- 4.6 Neither party shall assign the whole or any part of the Contract without the prior written consent of the other. Such consent shall not be unreasonably withheld or delayed.
- 4.7 The PCT warrants to the Council that in respect of the Schedule 2 posts it has complied with the requirements of the Acquired Rights Directive and/or the Transfer of Undertaking (Protection of Employment) Regulations and the Cabinet Office guidance and code in relation to such transfers and that to the extent that the Regulations do not apply to such posts has acted as if the Regulations did apply.
- 4.8 The PCT warrants that it has before Transfer Date informed the Council of all matters relating to the Schedule 2 staff which a transferor is required to notify to a transferee under a situation that is subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 whether or not such Regulations actually apply to this transfer.

5 CHANGE CONTROL

5.1 The parties may enter into negotiations at any time with a view to making mutually acceptable changes to the Agreement and such changes shall be reduced to writing and shall only be effective when signed by duly authorized signatories of both parties.

SIGNED on behalf of

**HALTON AND ST HELENS
PRIMARY CARE TRUST**

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(duly authorised in that behalf)

SIGNED on behalf of

HALTON BOROUGH COUNCIL

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(duly authorised in that behalf)

SCHEDULE 1

The Service

The Hub of the service, which is the Core Team, brings together a range of health and social care professionals and will sit within a developing network of primary care and preventative services, to support individuals to live healthy, independent and rewarding lives in the community. The Team will facilitate social inclusion by supporting people to access local primary care services whenever possible. This will support the implementation of “Our Health, Our Care, Our Say” which emphasises the key role of primary care in prevention and the local delivery of services.

The Core Team will ensure individuals receive a seamless service ranging from advice on what is available in the community through to intensive support at home. There will be an emphasis on prevention, personal outcomes and re-ablement. The Core Team will offer a differential service recognising that some people will be able to establish their own support through signposting and information; others may complete a self assessment and support plan with a minimum of direct intervention; whilst others, especially with more complex needs, will require a care management and care co-ordination approach with on-going social work and nursing support.

SCHEDULE 2

The Staff and Posts transferring to Halton Borough Council

Job title	Occupied/Vacant	Banding
Receptionist/Typist	Occupied	2
JTP Manager	Occupied	7
Support Worker	Occupied	3
Receptionist/Typist	Occupied	2
Senior Nurse Clinical Lead	Vacant	8a
Specialist Nurse	Occupied	7
Community Nurse	Occupied	6
Community Nurse	Occupied	6
Community Nurse	Vacant	6
Community Nurse	Vacant	6
Community Nurse	Vacant	6
Support Worker	Vacant	3
Technical Instructor	Vacant	2

SCHEDULE 3

Indemnity by PCT to Halton Borough Council

1. Subject to paragraph 2 of this Schedule the PCT shall fully and promptly indemnify and keep indemnified the Council in relation to all claims, awards, damages and other liabilities of whatever nature including legal and other costs incurred in relation to defending claims and any costs awarded against the Council in relation to any claim made by any of the Schedule 2 Staff or by any recognised trade union on behalf of any such Transferring Employee(s) or Staff or by any recognised trade union on its own behalf at any time which relates to the Service.
2. The indemnity set out in paragraph 1 of this Schedule shall apply only to liabilities arising as a result of actions that have occurred or omissions that relate to periods prior to Transfer Date.
3. The PCT's liability and indemnity to the Council pursuant to this Agreement shall be without prejudice to any other right or remedy available to the Council.
4. Without prejudice to the Partner's liability to indemnify the Council under this Agreement, the Partner shall maintain such insurances as are necessary to cover any liability arising in respect of any matters referred to in this Agreement.