

To: SOCIAL WORK COMMITTEE	Subject: SERVICE AGREEMENT: WISHAW GENERAL HOSPITAL	
From: DIRECTOR OF SOCIAL WORK		
Date: 28 AUGUST 2003	Ref: JN/LC	

## 1. PURPOSE OF REPORT

- 1.1. This report seeks Committee approval for the introduction of a Service Agreement in relation to Social Work Services to residents of South Lanarkshire Council when they are in-patients of Wishaw General Hospital

## 2. BACKGROUND

- 2.1. Wishaw General Hospital serves a catchment area that includes parts of both North and South Lanarkshire Councils. The in-patient population split is around 70:30 with North Lanarkshire having the larger share of in-patient population.
- 2.2. Since the hospital opened in May 2001, both North Lanarkshire Council and South Lanarkshire Council have had separate social work teams serving the hospital patient population from shared social work offices within the hospital itself. This situation does not represent value for money for either Council and can be confusing for hospital patients, their carers and for staff in the hospital.
- 2.3. In other areas where large hospitals serve more than one Council area, or where there are specialist hospitals serving a large number of Council areas, Service Agreements have been entered into whereby one Local Authority provides the social work service and charges other authorities for that service. Such an arrangement is proposed in this report.
- 2.4. There would be no adverse impact on service users or carers in the introduction on this service. Indeed, the service would be streamlined and provide clarity and a one door service for all hospital patients requiring social work support.

## 3. CURRENT SITUATION

- 3.1. Senior Officers of both North Lanarkshire Council's and South Lanarkshire Council's Departments of Social Work have been in negotiation for some time, drawing up a proposed Service Agreement. The final draft is attached to this Report as Appendix 1.
- 3.2. The Service Agreement has been closely scrutinised by all parties and this Council's Legal Services Section were also party to the drafting process.
- 3.3. Social Work Resources in South Lanarkshire Council wish to purchase a Social Work Service in line with the attached Service Agreement. This Report seeks authority to enter into such an agreement and to provide said services.

#### **4. PERSONNEL AND FINANCIAL IMPLICATIONS**

- 4.1. In order to provide such a service to South Lanarkshire Council, the hospital team in Wishaw General Hospital would require an increased establishment of three (3) full time equivalent posts of Social Work Assistant, Grade AP2/3. However, given that the charging arrangement contained within the Service Agreement relates to a pro-rata share of the total cost of the service, the additional posts will be fully funded from the charges levied.
- 4.2. The charge for the service will be reviewed annually to reflect the previous year's share of workload for the hospital team between North Lanarkshire and South Lanarkshire cases.

#### **5. RECOMMENDATIONS**

5.1. Committee is asked to:

- i) Approve the proposal to enter into a Service Agreement with South Lanarkshire Council in terms of Appendix 1 of this Report
- ii) Approve the establishments of 3 x Social Work Assistants Posts, Grade AP2/3 to the hospital team at Wishaw General Hospital.
- iii) Seek further reports as required from the Director of Social Work on the operation of the Service Agreement.
- iv) Remit this report to the Policy and Resources (Personnel) Sub-committee for its consideration.
- v) Otherwise note the contents of this report.



**Jim Dickie**  
**Director of Social Work**

*For further information on this report please contact Jim Nisbet, TEL: (01698 332031 )*

# **NORTH LANARKSHIRE COUNCIL – SOUTH LANARKSHIRE COUNCIL**

## **SERVICE AGREEMENT**

### **SOCIAL WORK SERVICE - WISHAW GENERAL HOSPITAL**

#### **1. INTRODUCTION**

1.1 This document is a Service Agreement entered into by North and South Lanarkshire Councils, both incorporated under the Local Government etc (Scotland) Act 1994 whose principal offices are the Civic Centre, Motherwell ML1 1TW and Council Offices, Almada Street, Hamilton ML3 0AA respectively, in implement of the power granted to each of them under and in terms of sections 56 and 69 of the Local Government (Scotland) Act 1973. It has been designed to clearly define services which shall be provided by North Lanarkshire Council Social Work Department to specified service users on behalf of South Lanarkshire Council Social Work Resources.

1.2 The services to be covered by this document are: -

- i) Screening of all referrals relating to in-patients of Wishaw General Hospital and their primary carers who normally reside within the boundaries of South Lanarkshire.
- ii) Receiving referrals from out-patients of Wishaw General Hospital who reside within the boundaries of South Lanarkshire.
- iii) Completion of Assessment of Need, Financial Assessment and Initial Care Plan for all such referrals which require such services to facilitate hospital discharge.
- iv) Re-start or review of Home Care services received by in-patients prior to hospital admission at point of readiness for discharge.

#### **2. BACKGROUND**

2.1 Wishaw General Hospital is a new purpose built hospital in the Lanarkshire Health Board area. It opened in May/June 2001.

2.2 Although located in North Lanarkshire, the catchment area for the hospital includes parts of South Lanarkshire. Hospital patients who need Social Work Services are the responsibility of the local authority in which they are ordinarily resident.

2.3 At present, Social Work Services in Wishaw General Hospital are located in one suite of offices, shared by two teams. North Lanarkshire Council have a generic senior-led team and South Lanarkshire Council have a small team of 2.5 staff.

2.4 South Lanarkshire Council have expressed a wish to purchase a Social Work service to replace their team in Wishaw General Hospital.

2.5 The legal basis for providing Social Work services is as follows:

The NHS and Community Care Act 1990 and Section 12 (a) of the Social Work (Scotland) Act 1968 provide the legislative basis for the provision of Community Care Assessments.

Section 12 (a) - subject to the provisions of this section where it appears to a Local Authority that any person for whom they are under a duty or have power to provide, or to secure the provision of Community Care Services may be in need of any such services, the Authority -

(a) should make an assessment of need for those services

AND

(b) having regard for the results of that assessment, shall then decide whether the needs of that person call for the provision of such services.

Local Authorities also have a duty to provide services to people who appear to be “persons in need” and appear to be a “disabled person” under the Disabled Persons Act 1986, the Chronically Sick and Disabled Persons (Scotland) Act 1972 and the Carers (Recognition) Act 1995.

### **3. SERVICE USERS**

3.1 A screening and, where appropriate, assessment and initial care plan will be provided in respect of the following service users;

In-patients of Wishaw General Hospital and their primary carers who are referred for assessment and who normally reside in South Lanarkshire.

A duty/receiving service will additionally be provided to out-patients who reside in South Lanarkshire.

3.2 Referrals will be accepted on the basis that the service user is in agreement with the making of a referral. In cases where the service user does not have the capacity, support from carers or advocacy services will be required.

3.3 In the case of compulsory intervention, for example in child care and protection circumstances or mental health consents/reports, please refer to the following section of this agreement.

### **4. CARE AND PROTECTION OF VULNERABLE PEOPLE**

4.1 A busy General Hospital environment will have a diverse user group including many people vulnerable due to their health needs or to wider personal, family or community pressures. Thus there will inevitably be referrals to hospital based social work staff which are of an urgent nature and may require the care and protection of vulnerable people to be considered by staff.

4.2 In all such circumstances the urgent presenting needs of service users shall be the primary consideration.

4.3 In circumstances where the care and protection of a child or adult requires to be considered, the hospital senior social worker will arrange contact with a senior officer of South Lanarkshire Council that same working day.

- 4.4 Thereafter, there will require to be agreement at a senior level between both authorities, as to immediate roles, responsibilities and action on the part of individuals from either authority who may have further involvement in the case.

## **5. SCREENING**

- 5.1 The purpose of screening is to make an initial identification of need and match the appropriate level of assessment to it. Responsibility for screening will be shared between staff who receive referrals and collect information and North Lanarkshire Council's Hospital based Senior Social Worker who will determine whether further assessment may be necessary and will allocate responsibility for this.
- 5.2 The advice, assistance and level of assessment provided will be dependent upon the needs of the service user or their carer.
- 5.3 All referrals which are screened out and considered to require no further action will be copied and passed to an agreed officer of South Lanarkshire Council on a weekly basis.

## **6. ASSESSMENT AND CARE MANAGEMENT – OBJECTIVES AND KEY PRINCIPLES**

- 6.1 North Lanarkshire Council Social Work Department seek to provide high quality services by being responsible and responsive. Assessment and Care Management is a crucial front line service intended to meet the following objectives.
- 6.1.1 To safeguard vulnerable individuals living in the community.
- 6.1.2 To ensure service users achieve an independent lifestyle within the community, acquiring or retaining basic living skills for as long as possible.
- 6.1.3 To provide support for carers.
- 6.1.4 To facilitate a safe and timeous discharge of vulnerable people from hospital.
- 6.2 The following key principles are attached to the process of assessment and care management in North Lanarkshire.
- 6.2.1 Assessments will be needs led and not constrained by the assessor's knowledge of resources. The need for assessment will be determined by senior officer (Senior Social Worker or above) following initial screening of a referral.
- 6.2.2 Staff will explain clearly the reason for the assessment, identify who will have access to the information obtained and who else will be involved or consulted. Service users should be advised how they may receive a copy of their assessment and about timescales for completion.
- 6.2.3 Following the completion of the assessment, the Senior Social Worker will countersign the assessment to indicate that the assessment is completed satisfactorily. An initial care plan will be prepared indicating services required to

meet the needs identified.

- 6.2.4 As far as is practicable, a Financial Assessment will be completed at the same time as the Assessment of Need and all users will be offered the opportunity to have their income maximised by means of a benefits check.

## **7. TIMESCALES**

- 7.1 With variables in relation to case complexity, availability of carers, medical and nursing staff for the assessment process and periods of high demand on resources, it is not possible to give prescriptive timescales for the assessment and initial care planning process. However, both authorities have in place similar Hospital Discharge Protocols and North Lanarkshire Council shall use its best endeavours to work in accordance to those protocols.
- 7.2 In circumstances where a case is not complex, the following timescales should apply:
- 7.2.1 Screening of a referral will take place within one working day of receipt of that referral.
- 7.2.2 Allocation of referrals requiring assessment will be made within 5 working days of receipt of the referral.
- 7.2.3 Unless complex in nature, assessments of need should be completed within 3 weeks (15 working days) from the date of allocation.

## **8. TRANSFER OF RESPONSIBILITY**

- 8.1 There are a number of circumstances whereupon responsibility for cases will transfer from the provider authority (NLC) to the purchasing authority (SLC) as follows:
- 8.1.1 When a referral has been screened out and is considered to require no further action (see section 4:3)
- 8.1.2 When the assessment has been completed, countersigned by a senior officer and has a care plan in place with a completed (as far as practicable) Financial Assessment, i.e. a completed Assessment of Need.
- 8.1.3 When a service user, carer or advocate, at whatever point in the process does not wish the assessment to begin or to continue.
- 8.1.4 Where a dispute is formally recorded between the assessor and any of the stakeholders including those mentioned in the foregoing subsection or health care staff.
- 8.1.5 Where the conduct or behaviour of the service user or carer presents challenges which entails a risk to the health and safety of the provider authority's staff.
- 8.1.6 The foregoing subsections (8.1.1 to 8.1.5) relate to all times within the process from the referral to closure/transfer of the case.

8.2 In circumstances detailed in all the forgoing subsections (8.1.1 to 8.1.5) responsibility for the assessment will transfer to the purchasing authority within the same working week.

## **9. COMPLAINTS**

### **9.1 Legislation**

The NHS and Community Care Act (1990) placed a duty in local authorities to establish a procedure for dealing with complaints. Such procedures exist in both North Lanarkshire Council and South Lanarkshire Council.

### **9.2 Procedure**

9.2.1. Information regarding each Authority's complaints procedure should be prominently displayed within the Social Work offices and waiting areas of the Hospital.

9.2.2. When a complaint is received from or on behalf of a South Lanarkshire service user, the Hospital based Senior Social Worker will record that complaint and will liaise with a senior colleague in South Lanarkshire to establish how the complaint will be handled.

9.2.3. As a general principle, the complaint will be investigated by North Lanarkshire Council if it is related to the conduct of NLC staff or to the process of assessment and initial care planning contracted to North Lanarkshire Council. In all other circumstances, the complaint will be handled by South Lanarkshire Council.

9.2.4 In certain circumstances and by joint agreement, some complaints may be jointly investigated.

## **10. PAPERWORK AND RECORDING**

10.1 North Lanarkshire Council will seek a mandate from all South Lanarkshire service users prior to any engagement with such users.

10.2 Referrals, assessments, care plans and all other recordings connected with the process of assessment and initial care planning will be completed to a North Lanarkshire Council template and model. A secure E-mail facility will be used to transfer such information to South Lanarkshire Council.

10.3 All South Lanarkshire Council referrals and assessments will be recorded on North Lanarkshire Council's Social Work Information System (SWIS).

10.4 All such information on SWIS will be captured separately and will be identified by a unique code in order to differentiate South Lanarkshire activity from all other Social Work activity.

10.5 Management information, available from SWIS in the form of reports, will be available to South Lanarkshire Council for their service users.

## **11. PUBLISHING INFORMATION**

11.1 It will be the responsibility of South Lanarkshire Council to publish such information as it may wish to be provided to service users and to be displayed in public places within Wishaw General Hospital.

11.2 South Lanarkshire Council will make available certain public information to be presented to service users (or carers) by North Lanarkshire Council staff, and information such as available services, charges for services or brochures must be readily and regularly available to staff in the hospital.

11.3 Upon receipt of every referral of a South Lanarkshire Council resident, an agreed explanatory leaflet provided by South Lanarkshire Council will be given to the person referred. This will advise the subject of the referral that North Lanarkshire Council staff are acting in the assessment and initial care planning process for South Lanarkshire Council. It will also indicate that responsibility for placement, provision of other services, financial arrangements (including charges for services) and ongoing review of service, all lie with South Lanarkshire Council.

11.4 As a necessary first step, a joint letter will be produced by both Councils to advise the range of stakeholders involved in Community Care in Lanarkshire of the principal terms of this agreement.

## **12. CHARGES FOR SERVICE LEVEL AGREEMENT**

12.1 The charge to South Lanarkshire Council for this service will be based upon (a) the levels of activity and range of duties undertaken by North Lanarkshire Council staff on behalf of South Lanarkshire Council, and (b) a pro-rata share of the agreed cost of providing the service.

12.2 In the first year, the pro-rata share will be based on existing information regarding patient population origins. Thereafter, costs and cost sharing will be reviewed on an annual basis, reflecting the previous year's activity.

12.3 The charge will be payable quarterly in advance.

## **13. INSURANCE**

13.1 Both North Lanarkshire Council and South Lanarkshire Council will require to ensure that their public liability insurance reflects the need for this service agreement to indemnify each Authority from public liability.

## **14. MONITORING AND REVIEW OF AGREEMENT**

14.1 This Service Agreement shall be reviewed annually by nominated officers from both North and South Lanarkshire Councils beginning one year from the date of signing of this agreement.

- 14.2 In addition to the annual review, the service will be monitored and evaluated by nominated officers of each authority as and when necessary.
- 14.3 Termination of this agreement will require written notice by either party with the period of notice being no less than six months. An exception to this section is that, in the event of ongoing material breaches of this agreement, either party may reserve the right to terminate the agreement following a reasonable opportunity to remedy such breaches.

## **15. DISPUTES**

- 15.1 Any disputes or disagreements arising from the operation of this agreement will be managed jointly by designated officers of each authority. If a dispute or disagreement cannot be resolved by such designated officers, then the matter will be referred to the respective Directors of Social Work for resolution.

## **16. IMPLEMENTATION**

- 16.1 This agreement shall take effect from the undernoted date.

IN WITNESS THEREOF these presents printed upon this and the preceding six pages are sealed with their common seals and signed for and on behalf of the aforesaid Councils respectively at Motherwell on the .....and at Hamilton on the.....both days in ....., 2002.

SIGNED:

**FOR NORTH LANARKSHIRE COUNCIL**

SIGNED:

**FOR SOUTH LANAKRSHIRE COUNCIL**

**ATTACHMENT**

**BASIS FOR CHARGE TO SOUTH LANARKSHIRE COUNCIL - YEAR 1**

Section 12 of the above noted agreement indicates that the charge for the services outlined will be based on a pro-rata share of the cost of the service, linked to the proportionate levels of activity of the service to North Lanarkshire Council and South Lanarkshire Council residents. The charge in any one year will reflect the previous year's activity and proportionate share thereof.

In year one of the agreement, it is proposed that the previously accepted proportionate share of activity (70% North Lanarkshire, 30% South Lanarkshire) be adopted in the absence of more detailed information.

The current cost of the service, including the addition of 3 x Social Work Assistants to share the increased workload emanating from South Lanarkshire cases, is as follows:

Man Spec Field Wk	£37834
BGSW Basic Pay	£92945
Superannuation - Staff Salaries	£13033
NI - Staff Salaries	£13033
Management Oncost	<u>£15684</u>
Total Cost of Service	<u>£172529</u>

Full Year Effect Cost to South Lanarkshire Council in Year 1 = £172529 x 30% = £51759