

AGENDA FOR

HEALTH SCRUTINY COMMITTEE

Contact: Julie Gallagher
Direct Line: 01612536640
E-mail: julie.gallagher@bury.gov.uk
Web Site: www.bury.gov.uk

To: All Members of Health Scrutiny Committee

Councillors: J Grimshaw, S Haroon, T Holt, K Hussain, N Jones, O Kersh, L Smith, S Smith (Chair), Susan Southworth, R Walker and S Wright

Dear Member/Colleague

Health Scrutiny Committee

You are invited to attend a meeting of the Health Scrutiny Committee which will be held as follows:-

Date:	Tuesday, 5 March 2019
Place:	Meeting Rooms A&B, Bury Town Hall, Knowsley Street, Bury. Meeting Rooms A&B, Bury Town Hall
Time:	7.00 pm
Briefing Facilities:	If Opposition Members and Co-opted Members require briefing on any particular item on the Agenda, the appropriate Director/Senior Officer originating the related report should be contacted.
Notes:	

AGENDA

1 APOLOGIES FOR ABSENCE

2 DECLARATIONS OF INTEREST

Members of Health Scrutiny Committee are asked to consider whether they have an interest in any of the matters on the agenda and if so, to formally declare that interest.

3 PUBLIC QUESTION TIME

Questions are invited from members of the public present at the meeting on any matters for which this Committee is responsible.

4 MINUTES *(Pages 1 - 6)*

Minutes from the meeting held on 23rd January 2019 are attached.

5 GP - EXTENDED WORKING HOURS SERVICE *(Pages 7 - 16)*

Martin Clayton, Chief Officer, GP Federation and Marie Clayton, Deputy Director of Primary Care, Bury CCG will report at the meeting.
Presentation attached.

6 PERSONA CARE AND SUPPORT UPDATE *(Pages 17 - 52)*

Kat Sowden Managing Director Chair, Stewart McCombe.
Persona Care and Support will report at the meeting. Report attached.

7 URGENT BUSINESS - MUTUALLY BINDING AGREEMENT *(Pages 53 - 102)*

Any other business which by reason of special circumstances the Chair agrees may be considered as a matter of urgency.

Minutes of: HEALTH SCRUTINY COMMITTEE**Date of Meeting:** 23rd January 2019**Present:** Councillor S Smith (in the Chair)
Councillors T Holt, J Grimshaw, N Jones, L Smith, R Walker and S Wright**Also in attendance:** Lesley Jones, Director of Public Health
Margaret O'Dwyer - Director of Commissioning & Business Delivery/Deputy Chief Officer
Kath Wynne-Jones - Chief Executive LCA
Marcus Connor, Corporate Policy Manager
Julie Gallagher, Principal Democratic Services Officer**Public Attendance:** 2 members of the public were present at the meeting.**Apologies for Absence:** Councillor S Haroon, T Holt, O Kersh and Susan Southworth**HSC. DECLARATIONS OF INTEREST**

Councillor Lucy Smith declared a personal interest in all matters under consideration as her partner is employed at the Christie NHS Hospital Trust.

HSC. PUBLIC QUESTION TIME

There were no questions from members of the public present at the meeting.

HSC. MINUTES**It was agreed:**

That the minutes of the meeting held on 7th November 2018 be approved as a correct record.

HSC. TRANSFER OF PENNINE CARE COMMUNITY SERVICES

Margaret O'Dwyer - Director of Commissioning & Business Delivery/Deputy Chief Officer attended the meeting to provide members with an update in respect of the transfer of Bury's community services currently provided by Pennine Care Foundation Trust to the Northern Care Alliance.

A copy of the presentation had been circulated to members prior to the meeting. In December 2018, the Pennine Care Board approved the "Trust Strategy 2019-22: Maximising Potential". The strategy provided details of the Trust plans to focus on mental health and well-being and community services to be fully divested by April 2020.

Bury CCG has invited the Locality Care Alliance to identify a preferred Partner, Northern Care Alliance (NCA) is the preferred partner. It is envisaged that the transfer date will be Quarter 2 of 2019/20.

The Director of Commissioning & Business Delivery/Deputy Chief Officer reported that issues under consideration will include:

- Resources for NCA to undertake the transfer.
- Current process underway for community staff to work as part of neighbourhood teams under single line management.
- Communications to all Bury Community Staff continue to be issued to provide assurance and be supportive.

Those present were invited to ask questions and the following issues were raised.

Members of the Committee discussed communication with staff. The Director of Commissioning reported that information was shared with staff in December (2018). The transformation agenda will direct and potentially create more work in the community as monies transfer from the Acute sector into the neighbourhoods. By having the Northern Care Alliance as the provider and the employer (formally Salford Royal) it is hoped that this will provide staff with greater certainty and assurance.

Responding to a Member's question with regards to the decision to waiver the procurement process, the Director of Commissioning reported that the CCG and the Council have received legal advice in respect of the procurement process. An agreement has been reached amongst the CCGs in the north east sector to waiver the procurement rules for 2 years. This will provide an opportunity to assess what is required going forward and test the market in a more transformational way and avoid services continuing to be commissioned in the same way. The Director of Commissioning reported that it is highly unlikely that the services will be re-tendered earlier as the LCA will need time, to develop and embed.

The Director of Commissioning reported that Salford Royal has just been award, for the second time, a CQC rating of outstanding. The Trust has been commissioned to deliver community services for other providers for eight years.

Due diligence will be undertaken, there are a number of back office functions currently undertaken by Pennine Care that will need to be unpicked and divested from the Trust.

The Director of Commissioning reported that each of the three CCG's will invest money in the project in addition to some transformation monies made available from the Greater Manchester health and social care partnership.

Bury's CCG Board have agreed the transfer the community services to the Northern Care Alliance, the Director of Commissioning reported that the community services will continue to be provided and the public will not see any difference in service delivery.

It was agreed:

Margaret O'Dwyer - Director of Commissioning & Business Delivery/Deputy Chief Officer be thanked for her attendance.

HSC. URGENT CARE TRANSFORMATION UPDATE

Kath Wynne-Jones - Chief Executive LCA presented a report updating Members on the work being undertaken in relation to Urgent Care. The transformation of Urgent Care is a key programme within the Locality Plan for Bury.

The LCA Chief Executive reported that the challenges in Bury echo that in most other health systems with rising demand for urgent care services, increasing numbers of 999 calls, A&E attendances and non-elective admissions. The urgent care system has multiple entry points and it can be confusing to patients with a tendency to default to A&E.

Bury Locality Care Alliance providers have been working with commissioners to develop a more integrated urgent care system for Bury.

This is a long term programme but three projects were identified as priorities:

- 1) A paramedic Green Car – NWAS is the provider and the aim of the Green Car is to provide an expanded local see, treat and connect response to lower acuity 999 calls. The service operates 7 days a week 12 hours a day.
- 2) An Integrated Virtual Clinical Hub [IVCH] – to provide local telephone based clinical assessment and where required direct booked access to GP and OOH appointments. The provider is BARDOC and the service operates 7 days a week during the out of hour's period.
- 3) An Urgent Treatment Centre at Fairfield General Hospital. The UTC operates as a minor injury and illness unit and is a partnership between Northern Care Alliance, BARDOC and Bury GP Federation. It operates 7 days a week, 12 hours a day – 08.00 – 20.00.

The Phase 1 pilot of the UTC opened on 5 November 2018. It is open 08.00 – 20.00 seven days a week and is staffed by a GP, Advanced Nurse Practitioner and Emergency Nurse Practitioner. All patients who attend the FGH A&E department are clinically assessed and those with a minor injury or illness are streamed to the UTC. Up to 60 patients a day have been seen and treated in the UTC. This has eased the pressures over winter within the ED for this cohort of patients.

Those present were invited to ask questions and the following issues were raised.

Responding to a Member's question the LCA Chief Officer reported that it was initially envisaged that it would take the UTC 6 months to be fully operational however this took effect after only 6 weeks.

With regards to readmission rates following a green car visit, the LCA Chief Officer reported that she did not have this information to hand but could circulate this information following the meeting.

Members discussed the out of hospital offer. The LCA are in the process of developing a new offer, one which it is hoped will operate without organisational boundaries. This will include integrated neighbourhood teams, intermediate services, rapid response teams and end of life services.

Responding to a question with regards to whether the new urgent care schemes will generate savings and efficiency's; the LCA Chief Officer reported that the demographic changes as a result of an ageing population as well as rising levels of acuity, mean it is difficult at this current time to take money out of the Acute system whilst the demand continues to grow. Money will be invested in community services via GM Transformation funding. There is a strong evidence base that by investing in intermediate services this will lead to a shift in demand, away from the Acute sector. The same evidence base does not currently exist for investment in the Integrated Virtual Clinical Hubs- wider work will need to be undertaken which will including building resilience in the system.

It was agreed:

The LCA Chief Officer be thanked for her attendance.

HSC. HEALTH SCRUTINY UPDATE

Councillor Stella Smith, Chair of Health Scrutiny Committee presented a report providing members with an update on information discussed at the most recent meetings of Joint Hospital Overview and Scrutiny Committee for the Pennine Acute Trust and GMCA Health Scrutiny on which she is the Council's representative.

The Chair reported at the JHSOC, Managers from the Northern Care Alliance gave an update on the progress of recruitment and retention in the workforce of the Trust, an ongoing project as well as a finance update with predictions.

Jon Rouse, Chief Officer of the Greater Manchester Health and Social Care partnership updated the committee on the progress of the transaction, namely the splitting of Pennine Acute Trust between the Manchester Hospital Trust and the Northern Care Alliance. This is a long and difficult process and is progressing quite slowly.

The Chair also attended the GMCA Health Scrutiny Meeting, held on Wednesday January 16th. The Committee considered work undertaken by Warren Heppolette in compiling a county wide survey of voluntary and social enterprise groups. There are many thousands, including about 1500 in Bury.

As well as a presentation on the redesign of Primary care by Dr Tracy Vell, which was primarily concerned with the re-organisation of GP practices into groups or clusters, to cover extended hours and expanded services.

It was agreed:

The Chair be thanked for her update.

HSC. WORK PROGRAMME UPDATE

Members discussed the revised work programme report.

It was agreed:

The following items will be considered at future meetings of the Health Scrutiny Committee:

- GP Extended Access to Primary Care Services (March)
- Persona Update (March)
- Adults Care Complaints Report (March)
- Delayed Discharge (April)
- Substance Misuse Services (April)
- Commissioning of Health Visitors (April)

Councillor S Smith
In the Chair

(Note: The meeting started at 7pm and ended at 8.20pm)

This page is intentionally left blank


Extended Working Hours Service

5th March 2019

Martin Clayton, Chief Officer, GP Federation

Marie Clayton, Deputy Director of Primary Care, Bury CCG

Healthy lives strong communities



Definition

The GP Extended Working Hours Service is designed to provide patients with appointments outside core general practice hours for routine and on the day care and treatment

National Context

- **2013: Prime Ministers Challenge Fund**
 - To provide additional hours of GP appointment time
 - To improve patient and staff satisfaction with access to general practice
 - To increase the range of contact modes
- **2016: General Practice Forward View**
 - To commission and fund additional capacity
 - To ensure by 2020 everyone has improved access to GP services
 - Sufficient routine appointments at evenings and weekends
 - Effective access to out of hours and urgent care services

Local Context

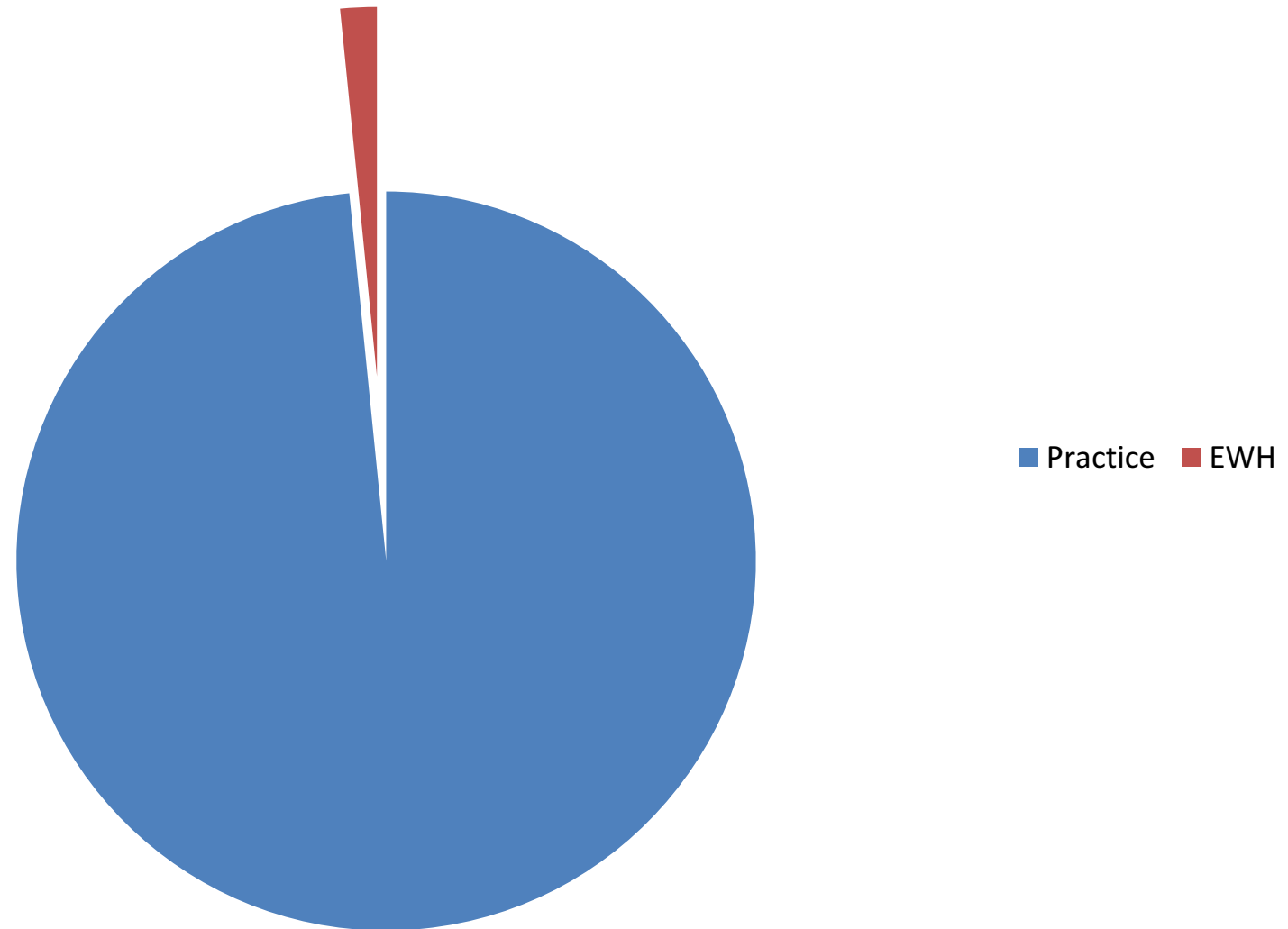
- **2013: Response to the Prime Ministers Challenge Fund**
 - Recognition of Need and Objectives
 - Established GP Federation
 - Outcomes of the Primary Care Demonstrator Evaluation by CLAHRC
- **2016 - 2019: Sustainability**
 - Capacity (30 minutes / 1000 patients) – Population Based Approach
 - Ageing & Growing Population
 - Increased Acuity of Patients
 - Reduction in A&E attendances
 - Commissioned Service (5 Year Contract)

GP Extended Working Hours – Bury

Background

- Bury GP Federation successful delivered the original Prime Minister Challenge Fund wave 1 – nationally recognised as good practice
 - Following the CCG re-procurement of the reduced EWH service in 2016/17 the Federation was successfully in their application and awarded the contract
 - The service is provided across 3 site:
 - Radcliffe Primary Care Centre
 - Moorgate Primary Care Centre
 - Prestwich Health Centre
 - Hours of services are:
 - 6:30pm – 8.00pm weekdays
 - 8.00am – 6.00pm on weekend and bank holidays
 - Services include availability of GPs and Primary Care Nurses
 - We provide approximately 340 appointment per week
-

Split of General Practice Appointment available each week



What is provided?

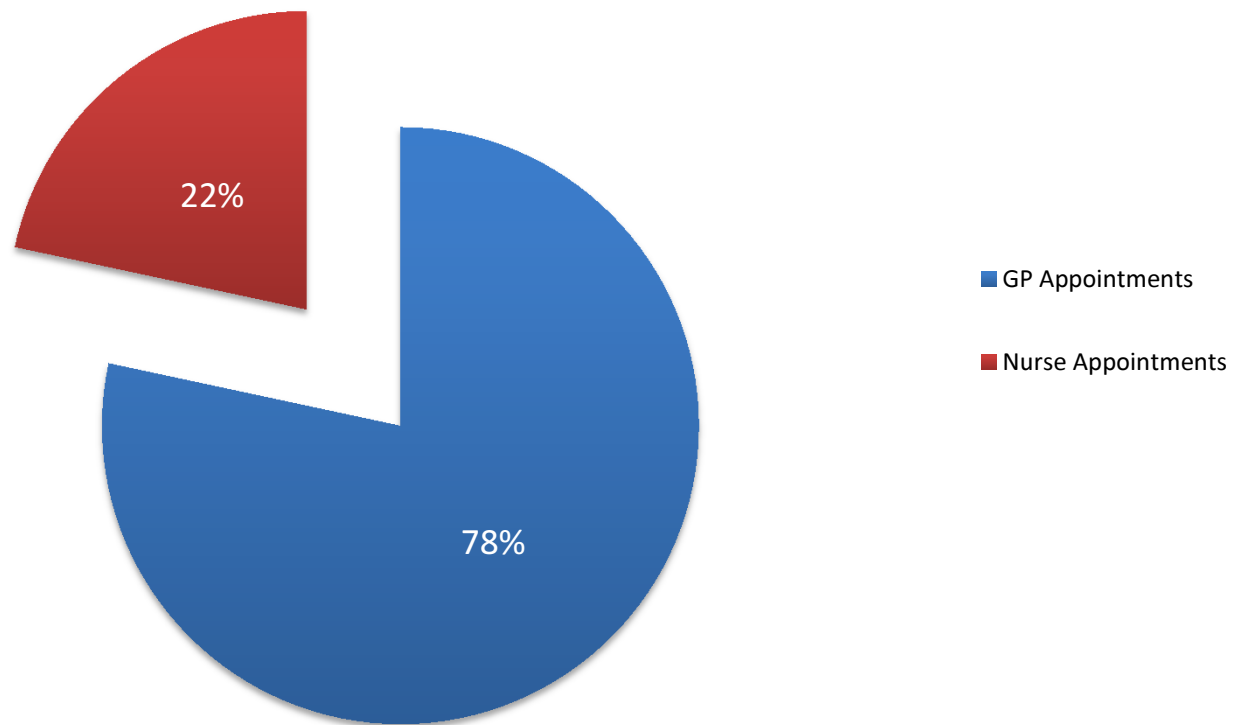
GPs provide a full Primary Care service offer - with the only exception of Direct referrals to other services which are done via the registered practice

The Nurses offer the following services:

- Asthma reviews with spirometry
 - COPD reviews
 - ECGs
 - Diabetic Reviews
 - CHD reviews
 - Injections-B12/Clopidogrel
 - Bloods
-

Split of GP/Nurse appointment

Extended Working Hours - Appointment Split Average Week



The Future

- The Government still recognises that extended working hours as a key added value service
 - During 2019/20 a national review of the Urgent Primary Care offer is being undertake – this will include: Out of Hours, Extended Working House and Urgent Care Treatment Centre
 - Digital availability to General Practice is a key development area of the next two years with:
 - Extended online booking
 - Access to the full patient record online with patient write available
 - Ordering repeat Px. online everywhere
 - Online consultation
 - Therefore EWH is currently looking at an online offer
-

SCRUTINY REPORT**MEETING: Health Overview and Scrutiny****DATE: 5 March 2019****SUBJECT: Update on Persona Care and Support Ltd****REPORT FROM: Kat Sowden, Managing Director****CONTACT OFFICER: Kat Sowden, Managing Director**

1.0 BACKGROUND [brief]

1.1 Persona Care and Support Limited was established 1 October 2015. The services which comprise Persona had previously been in-house services of the Council. In order to improve the sustainability of these services for the future the decision was taken to separate them off into a Local Authority Trading Company. This is a company which operates independently but is wholly owned by Bury Council.

1.2 Persona provides a range of adult social care services to people who are vulnerable due to age or disability. These include:

- *Day Services supporting 390 customers per week (Based on attendance December 2018)*
Pinfold Lane Centre (40 places per day for people living with dementia)
Grundy (70 places per day for older people)
10 Learning disability community bases plus some outreach facilities
- *Short Stay Services supporting 223 customers (Based on Jan-Dec 2018)*
Spurr House (36 beds for older people)
Elmhurst (27 beds for older people)
Woodbury (4 beds for people with a learning disability)
- Supported Living Services supporting 139 customers
71 supported properties (care needs from floating support to 24/7)
Extra Care Support (3 schemes)
Shared Lives

1.3 Persona's vision is to be the leading provider of adult social care in Bury, delivering excellent service all the time, every time. This involves providing support which improves quality of life and is tailored to the individual.

1.4 Over the past three years Persona has focussed on three main priorities (Appendix 1):

1.4.1 Maintaining High Quality Efficient Services

1.4.2 Building Effective Governance

1.4.3 Developing and Growing our Business

2.0 ISSUES *[brief]*

➤ Risk Management

Persona has a comprehensive risk register which identifies a range of operational and corporate risks and highlights mitigating action. This is regularly reviewed and included as standard in Board agendas.

➤ Equality and Diversity

Persona continues to observe high standards of practice in its approach to equality and diversity and this is enshrined within the values of the organisation under the Respect value.

Demographic data on the workforce is included in Board agendas as standard. The workforce is predominantly female (81%), and older with 52% aged 51 years and above. As an employer of more than 250 staff Persona is obliged to undertake Gender Pay Gap reporting. The current gender pay gap is 6.05%.

➤ Consultations

Persona has a number of mechanisms in place to ensure that the views of customers, staff and stakeholders are gathered and taken into account in the operation of the business.

Customers are asked to complete satisfaction surveys to feedback on their experience. Compliments and Complaints are collated and reported.

Staff have a number of opportunities to provide input through:

- Managerial arrangements – supervision, appraisal, team meetings
- HIVE – a digital survey system which also allows colleagues to give each other praise and recognition through Hive Fives
- Formal consultation arrangements – effective shop steward and Joint Consultative Committee arrangements in place
- Employee Forum is in place where representatives across teams meet to support information sharing, explore operational challenges, and obtain workforce feedback
- Annual Staff Conferences to share information and gain feedback on developments within the organisation

A forum for stakeholders including carers, family members and other professionals, Friends of Persona, is in place to gather feedback and ideas.

3.0 WHAT IS WORKING WELL?

3.1 Governance

Persona has developed a strong internal governance system as illustrated in Appendix 2. This comprises operational managerial meetings and committees, along with a weekly leadership team meeting. Board is comprised of the three Executive Directors, two Non Executive Directors, a Staff Director elected by the Employee Forum and a Non Executive Chair. Board meets every month, alternating between main board and workshops, where key strategic matters

are more widely explored, plus board development sessions. The Board reports in to the Shareholder by means of the Shareholder Panel. The Governance arrangements enable clear decision making and accountability.

3.2 Culture and Values

Persona has developed its own identity as an organisation and in 2018 launched a set of values and behaviours – R.E.A.C.H. Respectful, Enthusiastic, Adaptable, Caring and Honest (see Appendix 3). These were established by researching what already existed within the organisation as the common things which underpin the culture. A plan to further reinforce these values across the workforce is in place. This has seen the introduction of values based recruitment as well as the values being embedded in to the Hive Five system and My Impact Appraisal.

3.3 Finance

Persona has consistently maintained a healthy financial position since its creation, achieving the £1.2 million savings target set at the outset and generating a surplus each financial year (See Appendix 4). This has enabled the company to reinvest in to service provision whilst also developing a reserve. Investment back in to services in 2018 totalled £100,000. This included projects to improve assets for the benefit of customers such as the development of the bathrooms at Grundy, the development of the garden at Woodbury and the creation of an improved reception and lounge at Spurr House.

3.4 Customer Satisfaction

In the customer satisfaction survey conducted in 2018, over 95% of the 131 people surveyed reported that they felt the support provided to them helped them in their daily life. 87% reported that the service they received was 'really good'. Occupancy rates in the past 12 months are generally high across all services with LD Day Services averaging 96%, Grundy 94%, Pinfold 85%, Woodbury 75%, Elmhurst 87% and Spurr House 77%.

3.5 Workforce

The workforce has grown from 350 in October 2015 to 450 in December 2018. This growth is linked to increasing resilience in flexible staffing as well as business growth. The workforce is now comprised of 70% Local Authority terms and conditions, 29% Persona terms and conditions and 1% other terms and conditions (due to the TUPE in of a small service from another employer). This will change again in 2019 due to the TUPE in of twenty NHS staff as part of the growth of the Supported Living Service. Financial assumptions of the impact of turnover of staff and replacement on Persona terms and conditions have been fully realised.

3.6 Achievements

There have been many things which have been achieved in the past three years:

- *Growth of the business*

New contracts for Extra Care and Supported Living have resulted in growth in the number of customers supported and the number of staff employed as well as financial growth.

Being part of the successful bid to host the Festival of Ageing in 2018 resulted in Persona co-ordinating the Bury and Bolton elements of the festival, raising organisational profile at a GM level.

- *New Services*
Development of a number of new services including Get Social (a drop-in activity based service), Escape (a service for young people with additional needs) and the Bathing Service. These are available to personal budget holders and self funders and diversify the services on offer to better meet a wider range of customer needs. (Appendix 5&6)
- *Implementation of new systems*
There has been investment in new ways of working including electronic care planning systems, improved nurse call in short stay, electronic medication administration and recording and film based training for staff. These improvements have been made in order to improve the efficiency and quality of services.
- *Culture and recognition*
The development of the culture has included the establishment of organisational hallmarks including the prestigious annual PersonAwards and introducing annual staff conferences which focus around Art of Brilliance principles of being the best version of yourself.
- *Partnership*
Working with others to provide improved outcomes for customers has been an area of success. From formal partnerships via Festival of Ageing, to more niche arrangements with local businesses, the approach of sharing expertise means customers enjoy a wider range of activities such as Shooting Stars physical exercise sessions and Bambino nursery visits.
- *Communication and branding*
The Persona brand has been firmly established and a strong social media presence developed. A monthly newsletter (Appendix 7) carries messages on successes and developments as well as reinforcing the values of the organisation. Some customer groups (Woodbury and Persona Friendship) have been supported to establish their own Facebook groups to improve their social connectivity and awareness of events that they can share in together.

3.7 Opportunities

Persona is currently engaged in work to explore opportunities for further growth and development in partnership with the Council. This presents the opportunity develop a more flexible and mutually supportive partnership approach. This includes exploring the opportunity to become more actively involved within the Local Care Organisation.

4.0 WHAT NEEDS TO WORK BETTER AND WHAT ACTION IS IN PLACE TO ADDRESS THIS?

4.1 Consistency

The organisation has experienced some challenges in some areas in respect of consistency in quality. This was identified in 2017 and is evidenced through the CQC ratings:

Regulated service	Oct-15	Jun-16	Jun-17	Aug-17	Oct-17	Oct-18	Jan-19	Feb-19
Spurr House	GOOD		REQUIRES IMPROVEMENT		GOOD	REQUIRES IMPROVEMENT		
Elmhurst	REQUIRES IMPROVEMENT	GOOD					GOOD	
Woodbury/Shared Lives	GOOD			REQUIRES IMPROVEMENT				?
Supported Living	GOOD			GOOD				

As the table shows there have been some challenges to maintaining a Good rating across all services. The main area of concern has been Spurr House as there have been three inspections during the period since Persona was established and two of these have resulted in Requires Improvement. A re-inspection is currently awaited following completion of the action plan from October 2018.

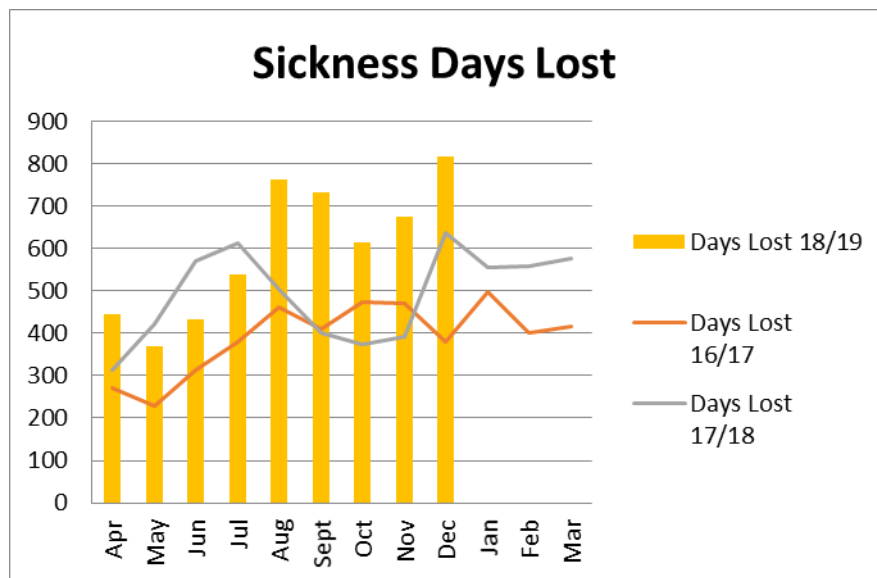
A number of actions have been taken to address these inconsistencies in quality:

- Changes in key personnel – in both Short Stay and Woodbury/Shared Lives
- Investment in consultancy support
- Development of a Quality Assurance Framework
- Investment in training and mentoring for Registered Managers
- Investment in mock inspection to identify development areas
- Additional temporary resource for short stay to implement a number of changes

The outcome from the recent Woodbury/Shared Lives inspection which took place in February 2019 is currently awaited.

4.2 Sickness

Persona operates the same sickness benefits policy as the Council for all employees. Those staff on local authority terms and conditions continue to have the same sickness pay benefits as when working for the Council. Those employees on Persona terms and conditions have a reduced sickness pay benefit scheme, but still one which is significantly more beneficial than the sector would generally provide. A number of other complementary schemes are also in place including access to counselling, physiotherapy and CBT. Persona also operate a 100% attendance scheme which rewards one randomly chosen person who has achieved 100% attendance every month with £100 of vouchers. Despite these initiatives sickness has not reduced and over the past 12 months has increased.



In order to better understand the reasons for this increase the employee forum have lead on gathering feedback from staff through a series of focus groups. This has then be followed up with a HIVE survey to all staff. The results of this have been used to inform a proposal for a revised approach which is being considered by Board for implementation in 2019/20.

4.3 Transport to Day Care

Transport to day care is an area which has not worked as well since Persona separated from the Council. Persona provide day care to a number of customers who require transport to get there. The Council provide the transport service. Issues in terms of where responsibility for customer management lies have been more apparent since the separation of the services took place. Essentially customers still see this as one service and look to Persona as the provider. When issues arise on transport the communication of this to customers and the management of them in this situation has been problematic. In order to resolve this, work is underway with the Council's transport team to explore how Persona could potentially take on more responsibility in this area to provide a better customer experience.

5.0 CONCLUSION *[brief]*

The creation of Persona in October 2015 was the start of a journey. Organisations are not created overnight and over the past years and months the organisation has begun to develop and evolve. Establishing strong governance arrangements and a value base has been a key foundation in this. The development of the organisation has not been without its challenges and this will continue to be the case. However, Persona has developed the expertise and agility to take it forward to develop as a sustainable organisation for the future.

List of Background Papers:-

Appendix 1: Business Priorities
Appendix 2: Governance Structure

Document Pack Page 23

Appendix 3: Values

Appendix 4: Financial Position

Appendix 5: Escape Leaflet

Appendix 6: Get Social Leaflet

Appendix 7: Newsletter Feb 19

Contact Details:-

[Report Author]

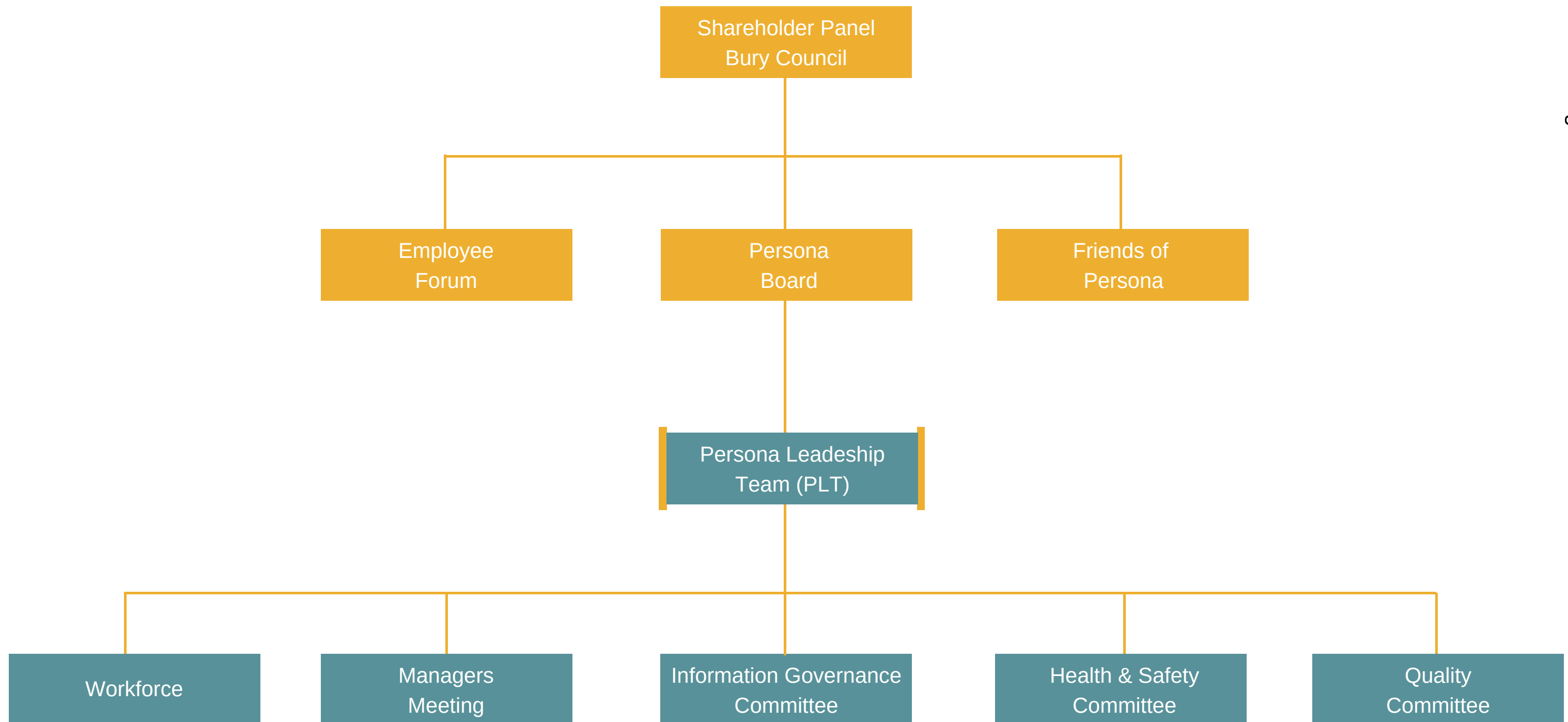
This page is intentionally left blank



BUSINESS OBJECTIVES 2018

Key Objectives		How we will achieve the objectives....
1 Maintaining high quality, efficient services	1.1	Achieve a CQC Good rating on all 5 KLOEs and strive to achieve Outstanding
	1.2	Develop the workforce to be fit for future both as an employer and as a service provider
	1.3	Develop the culture of the organisation in line with the agreed values: Respectful, Enthusiastic, Adaptable, Caring and Honest (REACH)
	1.4	Develop a culture of continuous improvement, which has customer experience at its heart
	1.5	Maintain the financial sustainability of the organisation
2 Building Effective Governance	2.1	Grow and develop the impact of employee and stakeholder forums
	2.2	Establish and embed a compliance and quality management framework across Persona
	2.3	Development of Shareholder and Commissioner relationships, including scoping new initiatives under the provider of choice provision
	2.4	Develop more refined methods of evidencing impact and outcomes
3 Developing and growing our business	3.1	Establish a corporate and commercial approach to marketing and promoting the organisation and key services identified for growth
	3.2	Identify and implement service redesign, including technological solutions in our service delivery
	3.3	Grow key areas of profitable business including: <ul style="list-style-type: none"> • Direct Payers income in short stay by £125k (162 bed weeks) • Older People's Day Care by £11.5k (direct pay and bathing) • Young people with LD, preparing and supporting their transition (£21k) 7 personal budget days per week • Day care activities – drop-in opportunities • Shared Lives – increase capacity by an additional 4 placements (£10.4k) • Extra Care –continue to deliver Redbank/F&G and seek to deliver new opportunities • Supported Living – deliver new Bury contract (c £750k contract)
	3.4	Grow positive impact and reputation including: <ul style="list-style-type: none"> • Lead on Festival of Ageing across Bury and Bolton as part of the GM scheme

Governance



This page is intentionally left blank

Persona - Our Values

Our values are the principles by which we behave towards everyone around us including customers, colleagues, carers, family members and other professionals.



Respectful

- Treat others with respect and dignity
- Listen with an open mind to the views and opinions of others
- Communicate politely with the right tone and language
- Handle confidential and sensitive information with discretion



Enthusiastic

- Are positive, have fun and put 100% into each day
- Celebrate success and are proud of what is achieved
- Ensure skills and competence are maintained and developed
- Uphold strong work ethics around attendance and reliability



Adaptable

- Are willing to change and try different things
- Adapt their style and approach where this can create a better outcome
- Adapt each day to ensure it meets the needs of those they work with
- Help each other out



Caring

- Treat each other with kindness and understanding
- Appreciate the differences in others and value everyone
- Have empathy and understanding for others and give emotional support
- Work to agreed standards of quality

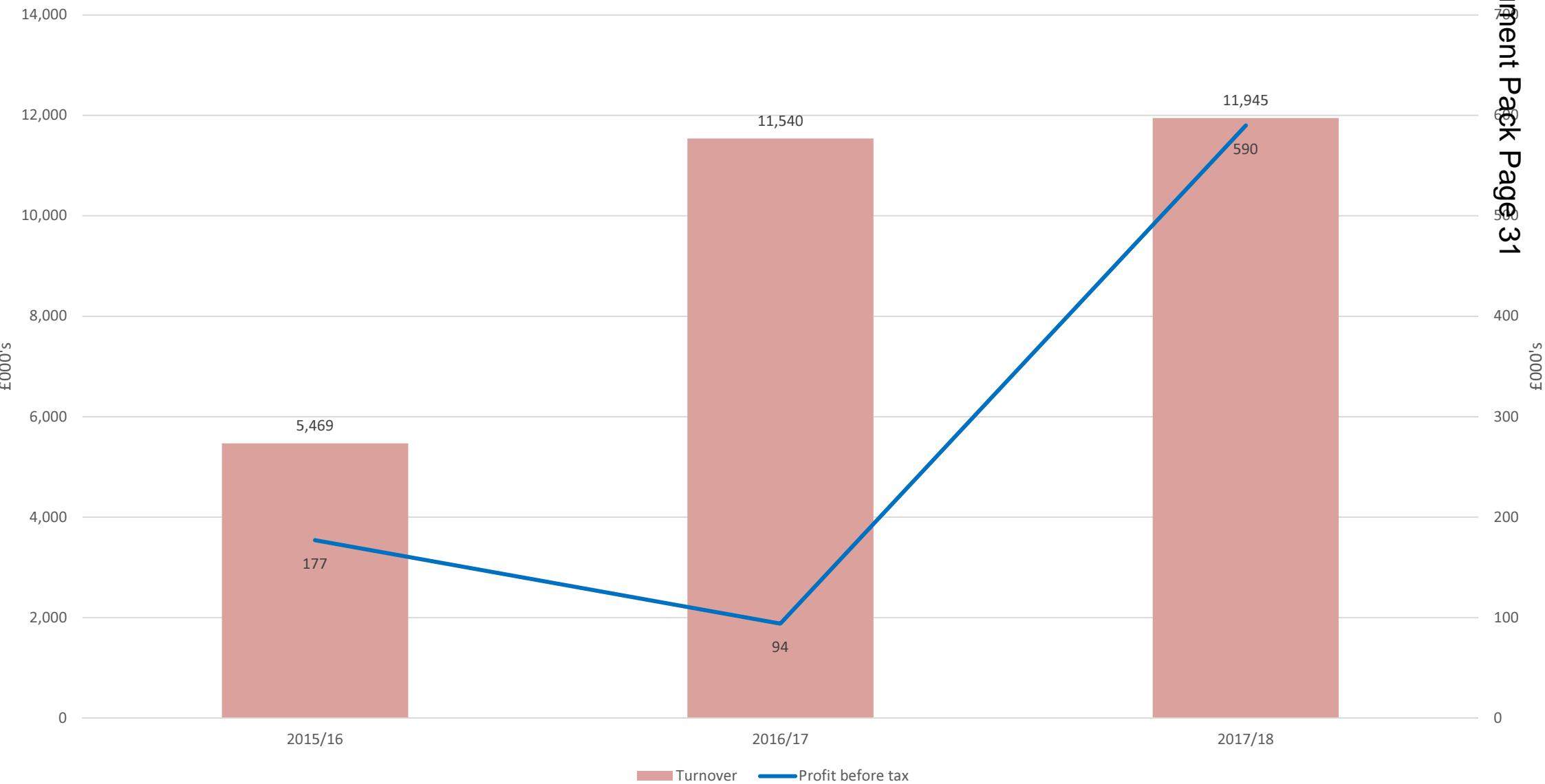


Honest

- Speak up when it matters
- Take responsibility for own actions
- Act in a way that is consistent with what they say
- Resolve tension or conflict through listening and talking it through

This page is intentionally left blank

Persona Group Turnover & Profit



This page is intentionally left blank

ESCAPE



HEALTH + WELLBEING

INDEPENDENT LIVING



SOCIAL SKILLS

Make all of these happen with our new service

ESCAPE

Escape is a new transition service for young adults who are looking to take the next step in life.

We offer support between of 9.00am-3.30pm Monday - Thursday and 9.00am-3.00pm on Fridays.

We will support young people to engage in a range of activities and opportunities that link to our 3 key areas :-

Social Development and Life Skills

Having the opportunity to meet new people, make new friends and develop social skills. Activities such as bowling, cinema trips, joining other community groups, going out for lunch, playing pool, going to the pub.

Independent Living Skills
Planning menus, purchasing ingredients, shopping, basic money skills, using household appliances, cleaning, making drinks, cooking and confidence building, travelling on public transport.

Health and Wellbeing
Healthy eating, using the gym, swimming, Wheels for All, indoor/outdoor sports.
Rebound Therapy, relaxation, Healthy Minds.

ESCAPE

Moving on...

At the end of their time with us, Escape will support individuals and their families to make informed decisions about the longer term support options and pathways into adulthood that are right for them.



Eligibility

The young adult must have a mild to moderate learning and/or physical disabilities.

Access to the service requires a personal budget or self-funding. If you are interested in a place or you would like further information please contact

Julie Pierce

email julie.pierce@personasupport.org

telephone 0161 253 5100

mobile 07747 457 303

Do you need support with funding?

Please turn over to find out more.



ESCAPE

Support with funding

We can support applications for a personalised budget from Bury Council to help fund a place.

A social worker will carry out an assessment to determine how much financial support you are eligible for. If you do not have a social worker then you can contact Bury Council on:

Telephone 0161 253 5151

Online www.bury.gov.uk/adults

Face to face:

Connect and Direct

Textile Hall

Manchester Road

Bury Lancashire

BL9 0DG





Join us for some fun-filled activities,
where you can make new friends and
learn new skills



Bag Books

If you love books
and stories, try our
interactive
storytelling session

Music & Movement

Do you love to sing, dance
and move to a rhythm?
Come along and move to our
musical beats



Arts & Crafts

Come and get
creative. Painting,
planting and more

Persona
We're all about you

This page is intentionally left blank

PERSONA NEWS



Picture courtesy of Bernard Noblett - Finance Director

HIGHLIGHTS

2-Message from Kat

3-Staff News

5-HIVE FIVES

6-Staff Workshops

8-Service News

12-In the Spotlight

13-Living the Values

14-Back Page News

Message from Kat

Well 2019 has really started at full pace for us with two CQC inspections taking place in the last couple of weeks. Elmhurst and Woodbury/Shared Lives have both had their inspections and we await the feedback from inspectors to confirm the ratings of these. A massive thank you to all staff and customers who were involved in this. Our services should be inspection ready every day because that is the standard of care our customers should be able to expect from us, but I know how much work goes in to supporting the inspection process on the day in addition to running busy services.

I'm delighted that this edition of the newsletter will be being read for the first time by the new team members who have joined us from Pennine Care and our recent new starters to the Peachment Place team. Welcome to Persona and I hope you enjoy a long and rewarding career with us. The first tenants to move in to Peachment Place will start arriving this week and I know that we have a team who are ready to hit the ground running after a fabulous induction period delivered jointly between Workforce and the managers of the team.

I hope we can roll out this format for induction to be what any new starter can expect from Persona in the future because the feedback has been so positive.



Finally I'm delighted that this edition announces the dates of our 2019 staff workshops. The sessions we held in March 2018 received amazing feedback and were attended by over 80% of our staff. They are an opportunity to learn more about developments at Persona as well as to indulge in some true self development which could benefit you in work and your wider life. This year's sessions will continue the Art of Brilliance approach, building on some of the content of last year. Can't wait to see you all there – although can't believe it's nearly 12 months since the last time.

Kat

STAFF NEWS

REFER A FRIEND

We know that our most successful recruitment generally comes from people who live locally to our services and share our values. Often our existing staff are our best advocates in encouraging people to join our fantastic team - do you know anyone who shares Persona's Values?

Why not refer them to apply for a role within Persona and you and your friend could receive £50 each.

All they need to do is add your name to their application form and we will do the rest!

Our Values

Respectful

Enthusiastic

Adaptable

Caring

Honest



CONGRATULATIONS, NAOMI AND ELAINE

Elaine Willson, Casual Care Assistant at Spurr House has completed her Level 2 Diploma in Health and Social care - Adults.

Naomi Egan Support Worker-LD has completed her Level 3 Diploma in Health and Social Care - Adults.



VACANCIES AT PERSONA

Do you know where to find vacancies?

All our jobs are posted on our website and this is where you can find all the job descriptions and download application forms.

You can also register your email address here, if you would like to find out about new vacancies as they are added to the website, anyone can do this, whether they already work for Persona or not.

Visit <http://www.personasupport.org/jobs-and-volunteering/current-vacancies/>



STAFF NEWS

ANNUAL LEAVE

***Reminder *** could all casual staff with accrued annual leave please take their annual leave by the end of March.

If you have any questions regarding this then please contact Workforce on **workforce@personasupport.org**



STARTERS

Julie-Ann Yeo, Deputy Manager, Elmhurst
 Natalie Loftus, Support Worker Apprentice - LD Day Service
 Neil Stonier, Support Worker, LD Day Service
 Lyndsey Whitlam, Support Worker, LD Day Service
 Mark Caffrey, Wellbeing Assistant, Peachment Place
 Natasha Galloway, Wellbeing Assistant, Peachment Place
 Samantha Gray, Wellbeing Assistant, Peachment Place
 Emma Houghton, Wellbeing Assistant, Peachment Place
 Lisa Kennedy, Wellbeing Assistant, Peachment Place
 Zoe McAulay, Wellbeing Assistant, Peachment Place
 Catherine Powell, Wellbeing Assistant, Peachment Place
 Allahraki Chana, Wellbeing Assistant, Peachment Place
 Chalana Simpson, Scheme Manager, Peachment Place
 Ursula Robinson, Support Worker, Supported Living

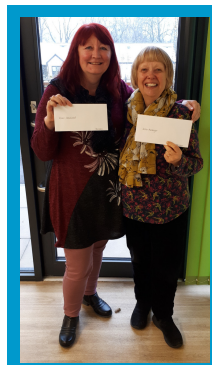
ANNOUNCEMENTS

LEAVERS

Samara Kareem, Casual Customer Relations Assistant
 Margaret Wild, Casual Support Worker-LD, Casual Team
 Karina Reidla-Aleksin, Medication Co-ordinator, Elmhurst
 Elizabeth Ainsworth, Domestic Assistant, Spurr House

CONGRATULATIONS

A huge congratulations to LD Day Services staff Karen Heselwood, Alison Messenger and Phil Hodgson who have achieved an amazing 25 years of service in the last few months. The staff were delighted to receive their 25 years service vouchers. Well Done!



Congratulations to Joanne Hilton, Support Coordinator, Supported Living, who has won a £100 voucher for 100% attendance in December's draw.

STAFF NEWS



HIVE FIVES

Enthusiastic

Caring

Catherine Hodson

This month has seen 84 HIVE FIVES given across all the services. It's great to see so many staff being recognised for living the Persona values. Here's a selection - congratulations to everyone!

Thank you for your help and advice regarding some paperwork. Nothing seemed to much trouble. A great help and very much appreciated, cheers for that.

Adaptable

Enthusiastic

Lorraine Baison and Maria Vanichpatanakul

For showing great adaptability and supporting the team with a backlog of work with little fuss, thank you.

June Brown

Adaptable

Caring

I would like to give June a hive five for her caring nature. She stayed longer than her expected shift to sit with a very poorly resident going above and beyond. Thanks June you're a highly thought of member of our team

Joanne Barnard, Joanne Holland, Karen Heselwood, Alison Messenger and Jane Unsworth

Adaptable

Enthusiastic

Thank you for organising and delivering an additional M&H training in order to accommodate the new recruits for Peachment Place, this is really appreciated and shows your adaptability and support towards other teams in the organisation.



Hive-Fives

Enthusiastic

Caring

Beth Cameron-Dempsey

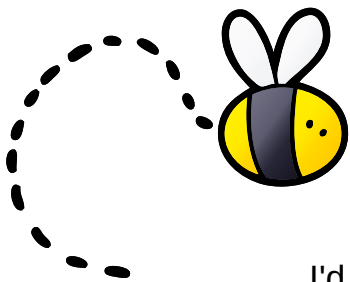
Thanks for being so conscientious and flexible Beth. Your help is really appreciated to keep Woodbury Short Stay a great service!

Adaptable

Enthusiastic

Stella Parker

I'd like to thank Stella for her continued support since I have returned to work. Stella you always make sure that I am OK which I appreciate very much



Staff Workshops

It's almost 1 year since we held our staff workshops and I'm pleased to say that we will be holding these again this year. The first part of the staff workshops included a market place session, which gave all the staff to opportunity to find out about some key changes that were happening in Persona.

We want to do something similar again this year and want to know what information you would want to see within the marketplace. So look out for the staff survey , which is out now, so that you can let us know what you would like included.



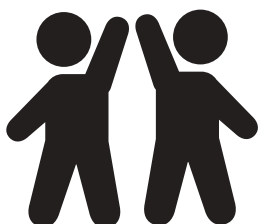
The second part of the staff workshop was a session with The Art of Being Brilliant, which received really positive feedback from staff. This session gave us the opportunity to take time out of work and reflect on being the best version of ourselves.



The session introduced the terms 'mood hoovers' and 'top 2%ers' and I still hear these being referred to now. For those who may have forgotten, were unable to attend the sessions or are new to the organisation, the terms are used to show the degree of someone's happiness, positivity and wellbeing.

During the session, it was described as a line from 1 to 10, generally most people will be somewhere between 3 and 8 on the line (we have good days and we have bad days). There are then some people who are more often than not positive about their day and would always rate themselves as feeling a 9 or a 10, these are the top 2%er's.

There are then some people who get stuck at the bottom end of the spectrum, and are referred to as mood hoovers. These are not just people who have a quick moan about something and then move on, they are stuck in a cycle of negativity and can drain the energy out of any situation.



It was great at the session to see that lots of our staff are 'top 2%ers'. Don't get me wrong, these staff will have bad days but they very easily and quickly find a way to move on from the negativity and the positivity shines through.

Staff workshops Dates

This year we want to be able to build on what we have learned from last year's sessions. The first step is to arrange for our new staff or anyone who wasn't able to attend last year to attend a catch up session.

This session will take place at the Minden Suite of the Fusiliers Museum in Bury town centre on Thursday 28th February

9.30am-12.30pm and 1.30pm-4.30pm



Following this there will be a series of new sessions which will include the marketplace session and a follow on session with The Art of Being Brilliant. The new sessions will focus on The Why Factor. "The Why-Factor" goes back to basics, daring to ask a fundamental question... why do you do what you do? This workshop focuses on helping you uncover your 'why?' that translates into a simple statement that inspires you to take action. The average lifespan is a measly 4000 weeks of which you spend 30% at work. From where we're sitting, you may as well turn up inspired.

These sessions will be held at the Summerfield Suite at the Best Western Bolholt Country Park Hotel in Bury on:

Tuesday 5th March - 1.30pm - 5.00pm

Thursday 7th March - 9.15am - 12.45pm and 1.30pm - 5.00pm

Tuesday 19th March - 9.15am - 12.45pm and 1.30pm - 5.00pm

Wednesday 20th March - 9.15am - 12.45pm and 1.30pm - 5.00pm



Anyone working in Day Services or Head Office will be released to attend one of the sessions. Those employees working in Supported Living or Short Stay who cannot be released during working time will accrue 4 hours for attending the session, which can be added to your hours balance and paid or taken back at another time.

Your managers will be working with you to agree which session you want to attend. Places on sessions are not limited but we do need to know who's coming in advance so please ensure you book on.

We appreciate that for some of you this will involve committing some time that you would not normally have been working. Where this happens you will be credited those hours and we hope that this means you'll take up this unique opportunity to be part of something fantastic across the whole of Persona. Please don't miss out on the experience.

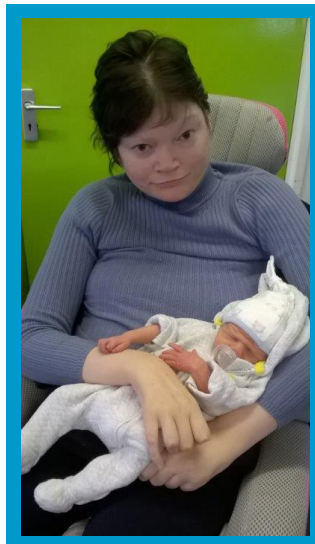
***Reminder* there is still time left for those of you who have not filled in the latest employee Hive surveys. This is your opportunity to give your honest thoughts and opinions to make a difference.**



Baby Noah's visit

A huge congratulations from all at Persona to new parents Mike Moore and Naomi Egan both who work for Persona. They brought their gorgeous first born Noah Lennard Moore to visit Elton Community Centre and Hoyles.

Noah, born on the 17th of January, was a little early to arrive as he wasn't expected until this month. Customer Justine Moulyneux pictured was keen to hold Noah on his first visit to the centres.



Baby Shower

A lovely baby shower was held for Amber Teece, LD - Support Worker at Elton Community Centre, who is due this month. The customers had fun guessing the weight of the baby and playing a baby quiz. Cakes and nibbles were also enjoyed by all.

Silent Auction

This year's Silent Auction is coming to an end. Here is a picture of Elton Community Centre's efforts. Customers, carers and the team at Elton contributed to their array of goodies.



Look out for more information in March's newsletter to find out all the centres that took part and the grand total raised.

Shared Lives

Meet the wonderful Jones's they give long term support to Jessica who has lived with them since she was 18 years old. Joanna describes Jessica as *"being one of the family and part of our extended family and takes part in all aspects of our family's life."*



Jessica goes to the day centre every week day which she enjoys but she always looks forward to shopping trips and spending girly days with her Shared Lives sister Edrina. Jessica likes to look nice, she enjoys having her nails painted and having her hair done. Jessica particularly loves being aunty to little Mila and also loves spending time in the garden on the trampoline and playing with the family dog.



Spa Treatment at Sunnybank

What better way to enjoy the day than making music and having a warm foot spa. Gavin Macintosh did exactly that by enjoying his relaxing treat, which looks great fun!

Thank you to Ramsbottom

Thank you again for all the help you gave to make the carol service a success, which I am sure everyone enjoyed. The band certainly made a big noise and I hope it did not upset anyone. We managed to raise £120.71 on behalf of Bury Blind Society which I am sure they appreciated. Many thanks for all you did. Best wishes, Alice and Dennis.

Cinderella shall go to the ball



Customers from the Grundy Centre joined tenants from Redbank on a trip to Seedfield to watch Cinderella with a twist. Everyone enjoyed the day out complete with hot drinks and snacks.



Happy Birthday

There have been some big birthdays this month at Grundy and Pinfold. Many happy returns to Joan who turned 90 and Joyce who celebrated her 88th birthday. We hope you both had a great time celebrating!

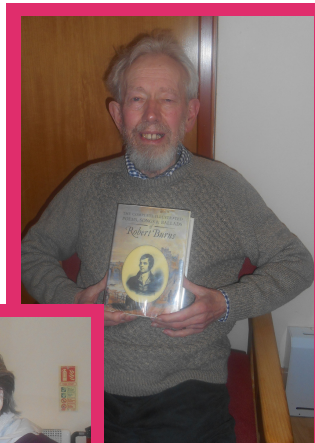
Compliments

Thank you for all the all the wonderful care and love dad received during the five years he attended Grundy Day Care. It made such a difference to our lives that dad had a safe, caring environment to attend- it meant that he could continue to live at home for much longer, which was very important to us. Julia Mooney.

Thank you for giving me the opportunity to work alongside you at Grundy. Thank you for the experience you have given me and the lessons you taught me. I wish you all the best for the future. Arinana Costo

Burns Night

Burn's Night was celebrated at Pinfold, customers read poetry and made cranchan, thanks to Sunnybank who supplied the recipe in last month's newsletter.



Thank you to Pinfold

To all at Pinfold,
Thank you so much for all your help and support "welcome to this festive season when all around are in good cheer may you find merrimnet and joy at this special time of the year". Lot's of love Gordon and Eileen Row and family.

Some more thank you's

Redbank,

A tenant from Redbank, said the key support staff have been really good and supportive of her recently, whilst she has been unwell.

To everyone at Elmhurst,

Thank you all for your help, care and support. It has been invaluable and much appreciated. You always have time and kind words for not just staying in the home but also for their relatives and make difficult times a lot easier. Once again thanks from Agnes Mary Johnson, Christine and family.

To everyone at Spurr House,
We would like to to thank each and everyone of you for taking care of mum whilst she has been in Spurr House. Mum is now ready for her next journey which we are sure she will enjoy as she loves company. A special thank you to her fiends Sheila, Mariah and Wyn for always looking out for her and guiding her when needed from Sandra and Janet.

For more compliments please follow the link <https://tinyurl.com/ydxs8om2>

IN THE SPOTLIGHT



Growing our Business

As part of the Persona business plan we are always looking for new opportunities to grow and expand our business, so that we are able to make a difference to the lives of others and support people to live their lives as they choose. This month we welcome two new teams to Persona

Supported Living

Supported Living - We are pleased to welcome 9 new customers and 19 new staff to our Supported Living Service who provide support to people living in their own home. This service was previously provided by Pennine Care and the staff team who provided the support have moved across to Persona. We look forward to getting to know everyone over the next few weeks and months.

Peachment Place

Peachment Place - This is a brand new extra care facility for people over the age of 55 who require some additional support to live as independently as possible. Working in partnership with Bury Council and Six Town Housing, Persona will take responsibility for providing the extra care support to people who live at Peachment Place.

Peachment Place - Meet The Team

Anna Craig Registered Manager	Chalana Simpson Scheme Manager		
Wellbeing Assistants			
Allahraki Chana	Catherine Powell	Emma Houghton	Lisa Kennedy
Lorraine Morgan	Mark Caffrey	Natasha Galloway	Zoe McAulay



We have recruited a brand new staff team who will be based at Peachment Place. During their first few weeks at Persona they have been inducted together as a team so they are ready to welcome our new customers to Persona over the next few weeks.

Living the Values

Our Caring value may appear to be one which needs little explaining given the work we do. It should go without saying that to work in Social Care (the clue is in the title!) caring is fundamental. I don't doubt that every one of us recognises the caring value around us all the time. It's there in the way we speak to people, the way we make them feel and the support we provide. But even within our organisation there will be those who live the caring value to a greater extent than others. So what is it that the caring champions do?

It's about the attention to detail. Knowing what matters to an individual, whether that's a customer or colleague. Remembering the little things that make them smile and taking the time to check in on how they are feeling. Kindness is a key component to being caring and where this is strongest it comes from a genuine interest in others and an appreciation that everyone is different. Empathy and understanding to 'walk in that other person's shoes' is also a great ability of our caring champions.



Caring is in many people's nature but our ability to show this can be affected by the situation we face. For example, if we are working a particularly busy shift or have a deadline to meet this can affect our ability to be caring as our perspective shifts to being focussed on ourselves and the challenges we are facing rather than focussing on people around us. This is perfectly natural and something we all face. By being aware of it we can adapt to ensure our caring value doesn't get forgotten.

Caring also extends wider than the immediate verbal interaction you might have with someone. Caring is also about being respectful around someone's choices or opinions, ensuring people are involved in decisions that affect them and seeking their views. It's about how we treat that person in the widest sense – being respectful about how we treat information about someone is just as important as speaking to them kindly. Caring is more about **how** we do things than what we do. The same support can be provided by two different people and be perceived completely differently based on whether the caring value is being lived.

As with any of our values Caring will come more naturally to some than others and can fluctuate day to day depending on our own health and wellbeing. Set yourself the challenge to develop your caring value even further this month.

Treat each other with kindness and understanding

Appreciate the differences in others and value everyone

Have empathy and understanding for others and give emotional support

Work to agreed standards of quality

Kat

BACK PAGE NEWS



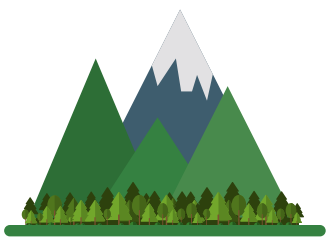
Happy Chinese New Year! This year celebrates Year of the Pig!

To find out more information on the personality and characteristics of the twelfth Zodiac animal, the pig follow the link;

<https://chinesenewyear.net/zodiac/pig/>



Keep up to date with upcoming events across Persona on our website at
<http://www.personasupport.org/news-and-events/events/>



Are you looking for a challenge this year?
We are looking for volunteers to climb Mount Snowdon for charity this spring.
Please email info@personasupport.org to show your interest.

No Smoking Day is on 13th March 2019.
To help you quit smoking, follow the link below to find out the combination of support you need in three easy steps.
<https://www.nhs.uk/smokefree>



If you'd like to share a story, photos, or suggest someone we should put in the spotlight, please email us at info@personasupport.org

Follow us on social media:



@personacareandsupport



@PersonaBury



Persona Care and Support

Visit our website www.personasupport.org

<h2 style="margin: 0;">REPORT FOR DECISION</h2>



DECISION OF:	CABINET
DATE:	12 March 2019
SUBJECT:	Mutually Binding Agreement 2019/20
REPORT FROM:	Councillor Simpson, Deputy Leader and Cabinet Member for Health and Wellbeing
CONTACT OFFICER:	Geoff Little, Chief Executive Bury Council and Accountable Officer NHS Bury Clinical Commissioning Group
TYPE OF DECISION:	Key
FREEDOM OF INFORMATION/STATUS:	
SUMMARY:	<p>This report sets out the collaboration agreement for the establishment and operation of the Local Care Organisation, as a formal alliance of organisations which have agreed to work together in a single delivery and accountability structure.</p> <p>The mutually binding agreement will drive development and improvements to the way health and care services are commissioned and delivered in Bury.</p>
OPTIONS & RECOMMENDED OPTION	<p>Recommendation</p> <ol style="list-style-type: none"> 1. That Cabinet approve the mutually binding agreement as set out in appendix 1.
IMPLICATIONS:	
Corporate Aims/Policy Framework:	Do the proposals accord with the Policy Framework? Yes
Statement by the S151 Officer: Financial Implications and Risk Considerations:	<p>This agreement is essential for the redesign of Health and Social Care Services, and the delivery of the Locality Plan.</p> <p>The Locality Plan will drive the reform of services, improve health outcomes, and ensure the wider Health & Social Care economy is sustainable.</p>
Health and Safety Implications	There are no Health and Safety implications

Statement by Executive Director of Resources (including Health and Safety Implications)	Wider resource implications e.g. IT, HR / OD are addressed in the Locality Plan.
Equality/Diversity implications:	There are no equality/diversity implications
Considered by Monitoring Officer:	Yes. This new Agreement marks a further stage in the development of a Local Care Organisation (LCO) to become a free standing and separate legal entity with a target date of the year 2020/21. Until then it will remain a contractual alliance between the participating bodies including the Council. Under the new Agreement for the purposes of budgetary control, direct employment and management of officers of the LCO and the holding of any new contracts on behalf of the LCO, the Northern Care Alliance NHS Group (itself a partnership of two NHS Trusts) will be the host body for the year 2019/20. The status of the staff employed by the participating bodies remains unchanged as does existing contracts, save that delivery by agreement of the participating bodies can be effected through the LCO. Certain functions are therefore delegated to the LCO and a number of matters are reserved to the respective participating bodies, including the Council.
Wards Affected:	All
Scrutiny Interest:	Health Scrutiny on 5 th March 2019.

TRACKING/PROCESS**DIRECTOR:**

Chief Executive/ Strategic Leadership Team	Cabinet Member/Chair	Ward Members	Partners
Scrutiny Committee	Cabinet/Committee	Council	

1.0 Introduction

- 1.1 Strengthening health and care services for the people of Bury is a key aim of Bury's Locality Plan to help people lead healthier, happier lives. The Bury Locality Care Alliance was established to implement this plan, bringing together the separate organisations which provide health and care services in Bury.
- 1.2 Bury Locality Care Alliance (LCA) is currently underpinned by a Mutually Binding Agreement signed by the five partners (BARDOC Ltd, Bury Metropolitan Borough

Council, Bury GP Federation, Northern Care Alliance NHS Group and Pennine Care NHS Foundation Trust).

- 1.3 The parties are committed to strengthen their relationship further to facilitate the achievement of transformed health and social care services in Bury, which aim to secure benefits to patients, users, residents, the workforce and the health and social care economy. To reflect this strengthening of the relationship, the Bury Locality Care Alliance (LCA) will now instead be called the Bury Local Care Organisation (LCO).
- 1.4 A strengthened and more comprehensive Mutually Binding Agreement for 2019/20 on the establishment and operation of the Local Care Organisation (LCO) is set out in Appendix 1 for Cabinet Members' consideration. The mutually binding agreement will drive development and improvements to the way health and care services are commissioned and delivered in Bury.

2.0 The 2019/20 Mutually Binding Agreement (MBA)

- 2.1 Key areas to note within the 2019 MBA include:-
 - a) Explicit statements of what services are in scope and under the operational management of the LCO
 - b) Clarity on the governance and accountability arrangements to support operational management, underpinned by a workforce protocol
 - c) Clarity on the investment agreement between the Bury Local Care Organisation
 - d) Explicit statements of delegations and reserved powers from each of the partner organisations
 - e) Principles of risk and reward share
- 2.2 A further change is that two other organisations will become a full members of the LCO from 1 April 2019, namely the Bury Voluntary, Community and Faith Alliance and Persona Care.

List of Background Papers:

Mutually Binding Agreement 2019/20 – Appendix 1

Contact Details:-

Geoff Little

Chief Executive Bury Council and Accountable Officer NHS Bury Clinical Commissioning Group

This page is intentionally left blank

The Local Care Organisation for Bury

Mutually Binding Agreement 2019/20

Parties to the Agreement

- (1) BARDOC Limited
- (2) Bury GP Practices Limited
- (3) Bury Metropolitan Borough Council
- (4) Bury Voluntary, Community and Faith Alliance
- (5) Northern Care Alliance NHS Group
- (6) Pennine Care NHS Foundation Trust
- (7) Persona Care and Support Ltd (to be confirmed)

Version	18.0
Status	Final draft for formal approval
Approval	Outstanding
Author	Chris O'Gorman
Version control	
v2	<ul style="list-style-type: none"> • Revision of schedules following meeting of task and finish group on 6 November 2018 • Rationalisation of numbering system
v3	<ul style="list-style-type: none"> • New clause on intellectual property • Diagram in terms of reference (schedule 1) to show

	relationship with partners
v4	<ul style="list-style-type: none"> Significant revision in preparation for CEOs' summit meeting on 18 December 2018. Sections retained from previous version in italic
V5	<ul style="list-style-type: none"> Amendments added following task and finish group on 3 December 2018 in yellow
V6	<ul style="list-style-type: none"> Amendments to section on meaning of levels of in scope from Amy Lepiorz and Kath Wynne-Jones
V7	<ul style="list-style-type: none"> Amendments made in response to comment from Andrew Hulcoop and Jo Purcell in blue Revisions to scheme of delegations to include reserved matters in response to comment from Jayne Hammond Revisions to terms of reference for LCO Board to harmonise with remainder of Agreement
V8	<ul style="list-style-type: none"> 'Clean' copy produced for chief executives' sponsor group on 18 December 2018. Revised version of schedule 4 added.
V9	<ul style="list-style-type: none"> Revised workforce protocol added; signature sheet added
V10	<ul style="list-style-type: none"> New section on ambitions added; additions to section on purpose. Clarification that the document applies for 2019/20 only added.
V11	<ul style="list-style-type: none"> Additions and amendments from Martin Clayton included Amendment from Angela Schorah included
V12	<ul style="list-style-type: none"> Amendments from Kath Wynne-Jones and Tyrone Roberts General tidying up Additional organisational parties added
V14	<ul style="list-style-type: none"> Schedule 3 added Amendments made following LCA Board meeting, 16 January 2019
V15	<ul style="list-style-type: none"> Phrase added to end of 6.2 in workforce protocol (Schedule 5)

	at request of Keith Walker <ul style="list-style-type: none"> • Removal of LMC as observer member of Board following decision of CEOs.
V16	<ul style="list-style-type: none"> • V6 of investment agreement embedded
V17	<ul style="list-style-type: none"> • Minor corrections made to Schedule 1 and 5
V18	<ul style="list-style-type: none"> • Details of Bury VCFA office added • New schedule on actions agreed for 2019/20 added (details awaited) • Minor corrections made to Schedule 1 • Revised cashability statement • Revised statement at 7 on communications • Additions to PCFT delegations and reserved matters from Keith Walker • New schedule 7 (actions during 2019/20) as proposed by CEOs

Mutually Binding Agreement

1. Parties

This Agreement is made between the following parties:

- (1) BARDOC Limited, 22 Derby Way, Bury, Lancashire, BL9 0NJ, an industrial and provident society
- (2) Bury GP Practices Limited, Unit 1 - Europa House, Barcroft Street, Bury, Lancashire, England, BL9 5BT, a private limited company
- (3) Bury Metropolitan Borough Council, Town Hall, Knowsley Street, Bury, BL9 0SW, a local authority
- (4) Bury Voluntary, Community and Faith Alliance, St John's House, John Street, Bury, BL9 0NE, an applicant for community incorporated organisation status
- (5) Northern Care Alliance NHS Group, Trust HQ, Level 3, Mayo Building, Salford Royal, Stott Lane, Salford, M6 8HD, an NHS group formed by bringing together two NHS bodies, Salford Royal NHS Foundation Trust and The Pennine Acute Hospitals NHS Trust
- (6) Pennine Care NHS Foundation Trust, Trust HQ, 225 Old Street, Ashton-under-Lyne, OL6 7SR, an NHS foundation trust
- (7) Persona Care and Support Limited, Grundy Centre, Wellington Road, Bury, BL9 9AH, a private limited company (to be confirmed)

2. Definitions

'Agreement'	means this collaboration Agreement between the parties for the establishment and operation of the Local Care Organisation;
'Board'	means the leadership board for the LCO established by the parties whose functions are described more fully in clause/schedule 28;
'Bury Locality Plan'	means the agreed Bury Locality Plan 2017/18-2020/21
'Greater Manchester Health and Social Care Partnership'	means the body made up of the 37 NHS organisations and councils in the Manchester region, which is overseeing devolution and taking charge of the £6bn health and social care budget;
'Local Care Organisation' or 'LCO'	means the health and care organisation formed by the parties to collaborate together to achieve the LCO objectives working in conjunction with the One Commissioning Organisation.

'LCO objectives'

means the objectives agreed by the parties and set out in clause 12 of this Agreement;

'One Commissioning Organisation' or 'OCO'

means the joint commissioning organisation established by Bury Metropolitan Borough Council and NHS Bury Clinical Commissioning Group to deliver whole system transformation of health and care services across Bury in line with the Bury Locality Plan.

2. Purpose of the Local Care Organisation

The LCO is a formal alliance of organisations which has agreed to work together in a single delivery and accountability structure to

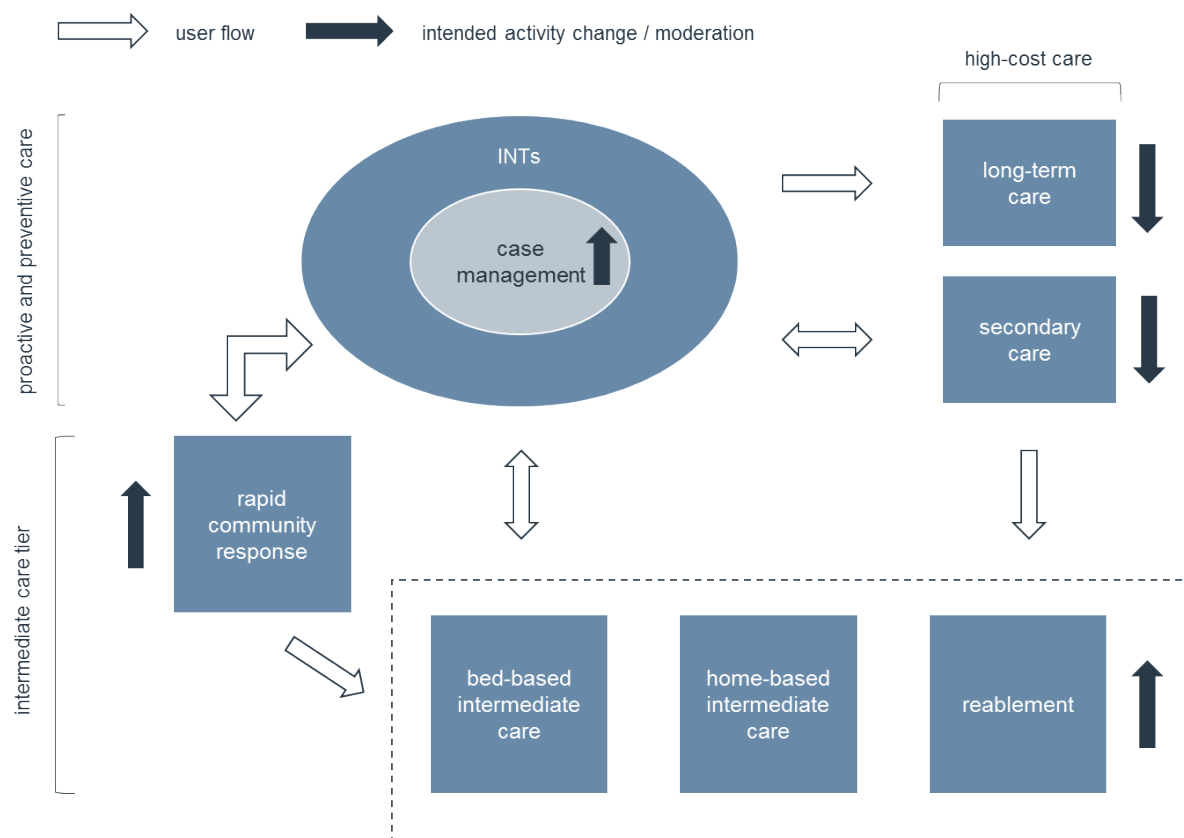
- provide integrated care and support to the people of Bury
- transform health and social care services in line with the Locality Plan and commissioners' intentions
- support improvements in population health, wellbeing and outcomes.

The LCO is responsible for the operational delivery and transformation of a group of services (the 'in scope' services at Schedule 1) which, starting in 2019-20 will ultimately include the large majority of health and social care services that are commissioned and provided in the borough.

The overall purpose of the LCO is to transform the ways in which health and social care is provided, and to transform the experience and expectations of, and relationship between Bury people and publicly-funded health and social care services.

A key aim of the LCO is to ensure that home and community are the principal place in which health and social care services are provided and that 'institutional'-type care, whether in hospital or in care homes, is 'right-sized' to meet the needs of those whose needs can only be met in such settings.

The anticipated system impact of the LCO is summarised in the graphic below.



3. Principles

The parties to this Agreement agree to act reasonably and in good faith in their dealings with one another. The parties will conduct themselves in the spirit of partnership with the intention of creating a substantial, long-term relationship based on:

- A shared intention to create a sustainable health and social care system in Bury
- A shared ambition to develop the opportunities offered by the Greater Manchester Devolution Agreement
- complementary capabilities in health and social care applied to common interests, specifically the health and wellbeing of the people of Bury
- fair and proportionate distribution of risk and reward
- shared values and culture of high quality service to the public

The parties to this contract agree that they will work at all times on the basis of the following principles:

- Decision-making at all times will be in the best interests of the people of Bury whose health and wellbeing will be the first priority of the parties

- Services will be designed and delivered without exceeding the financial resources available to the LCO by the OCO and in consistency with the investment agreement made between the LCO and OCO (Schedule 3)
- Notwithstanding the pre-eminence of organisational members' contractual, regulatory and statutory accountabilities, achievements and failures will be collective to the parties, and not to the individual organisations which constitute the LCO. Financial risks and rewards shall be determined and distributed in accordance with the risk and reward Agreement (Schedule 4)
- Financial sustainability and the sustainability of the services which make up the health and social care system as a whole is essential to the success of the LCO
- All parties will share relevant operational, financial, clinical, professional and workforce information with other parties on an open and transparent basis subject only to the statutory obligations placed on them, e.g., by the Data Protection Act 1998 and the General Data Protection Regulations

4. Services in scope

During 2019/20, the LCO has agreed with the OCO that a series of services will be in scope. Those services are listed in Schedule 1.

Services in scope at level 4 are directly managed by the LCO, and form part of the operational contract between the OCO and LCO (see section 6 below for details of the operational contract). The LCO Board and management team will be responsible for decision making about level 4 services as set out in section 5.a) below. Statutory responsibilities and regulatory accountability will remain with the organisation which employs the staff, as set out in the workforce protocol (Schedule 5). Monitoring arrangements for level 4 services are included within the operational contract, as are service budgets and all other resources.

Services in scope at level 2 are closely planned and delivered within the LCO management and governance arrangements, with staff, managers and professional leaders being members of the LCO management team. Operational models developed by the LCO may include services in scope at level 2, and there will be full integration between the LCO management team and services at level 4 and level 2. However, level 2 services will not form part of the operational contract between the OCO and LCO and will be primarily managed through existing bilateral contract arrangements. However, metrics relating to services in scope outside of level 4 may be included as required within the operational contract arrangements. Decisions of the kind described in 5.a) below remain the responsibility of the employing organisation which of course also retains statutory and regulatory accountability.

Services in scope at level 2 will cross refer to the LCO in their specifications. Formal contract performance and quality reporting remains through existing (i.e., 2018/19) bilateral reporting routes though relevant aspects of contract monitoring may be included in the LCO operational contract arrangements.

Services which are identified as in scope by virtue of being LCO commissioned (known as level 5 services) are those services which have been delegated for 'tactical' commissioning purposes by the OCO to the LCO. This delegation will include the commissioning budgets and such other resources (staff and infrastructure) as are

mutually agreed to discharge the commissioning responsibilities effectively. Level 5 services will be underpinned by an agreement between the OCO, LCO and whichever member organisation acts as the sub-contract holder. The agreement will specify resource availability, outcomes and standards. Level 5 services may include those services which are not provided wholly or partly by the LCO, i.e., where a service is part provided by the LCO (level 4) and part sub-contracted from an organisation (which may or may not be a party to this Agreement), for ease these arrangements shall be referred to as level 5. Priority will be accorded to establishing arrangements in 2019/20 for the locally commissioned services contract currently between NHS Bury CCG and Bury GP practices.

5. Objectives, goals and outcomes

- a) The LCO will be granted autonomy and authority to make decisions and deliver the services in accordance with this Agreement. Decisions may include but are not limited to: transforming models of care and delivery, deploying and line managing staff; managing rotas; receiving referrals; assessing, treating, supporting and caring for patients/users; managing budgets; processing data; improving safety and quality; fulfilling contract obligations on behalf of partners; fulfilling statutory requirements on behalf of others (without change in accountability); entering into sub-contracts with suppliers; reporting on performance, quality and finance; delivering savings; managing and investigating or coordinating the investigation of complaints which are made about the LCO and/or co-operating in the investigation of complaints about in-scope services made to parties to this Agreement; supporting the health and wellbeing of staff
- b) The LCO will, through the proper discharge of all obligations under this Agreement be empowered to pursue its agreed priorities to reshape how services work, individually and collectively, in line with agreed governance arrangements
- c) To ensure services are safe, equitable and of a high standard with reduced variation
- d) Co-ordinate health and social care, ensuring quality, safety, value for money and high standards for all
- e) To enable people and neighbourhoods to be active partners in their health and wellbeing
- f) Build on the strengths of communities, neighbourhoods, voluntary groups and social networks
- g) Support, empower and invest in individuals and carers supporting them to manage their own health
- h) To achieve a sustainable system in relation to finance, workforce and estate

- i) Transform the health and social care system, moving the focus from hospital to home and the community
- j) Reinvest savings into better care
- k) Balance finances in each and every year within the resources allocated to the LCO
- l) Develop the LCO workforce so that there are committed, skilled and motivated staff where and when they are needed

6. LCO longer-term ambitions

a) Scope of provision

The parties to this Agreement share the ambition of the Greater Manchester Health and Social Care Partnership that LCOs develop as the principal means by which health and social care services within a locality are integrated and delivered in a financially and clinically (professionally) sustainable manner. This means that the parties to this Agreement in Bury aim to ensure the inclusion of the large majority of services currently commissioned and provided to Bury people as services ‘in scope’ of the LCO. During 2019/20 the final plans for phased inclusion of health and social care services to be directly provided by the LCO (currently referred to as ‘level 4’) will be agreed and mobilised.

b) Scope of commissioning

The parties to this Agreement additionally share the ambition of ensuring that the LCO undertakes a range of commissioning and contracting functions currently (2019/20) undertaken by NHS Bury CCG and Bury Metropolitan Borough Council. This ambition is likely to lead to a new commissioning architecture in which the One Commissioning Organisation is responsible for setting overall strategy, outcomes and quality standards, whilst the LCO is responsible for translating strategy into operational practice and for providing assurance on outcomes and quality standards. The parties to this Agreement acknowledge that establishment of this new architecture will require the transfer of expertise and resources from the current OCO partners to the LCO in order to maximise effectiveness, retain skills, and maintain organisational ‘memory’ within the Bury health and social care system.

During 2019/20 the plans for phased transfer and transformation of health and social care commissioning from the OCO to the LCO (currently referred to as ‘level 5’) will be prepared and negotiated jointly with the OCO for mobilisation from 2020/21. A priority for this transfer will be the quality in primary care contract.

c) Organisational form

Whilst in 2019/20 the LCO is a formal alliance of organisations operating a relatively limited number of in scope services (though having an influence over many more), during this same year all parties to this Agreement confirm their commitment to engage in constructive discussion about the future state (sometimes described as the ‘end state’) of the LCO, namely the organisational form which the LCO might take from

2020/21. Discussion and agreement on organisational form from 2020/21 shall take into account the scope of the LCO as it has been agreed to include service provision and commissioning (see 6a) and 6b) above) as well as NHS contractual and supply chain management responsibilities together with the relevant legal and regulatory frameworks.

7. Contracts

In year 2019/20, commissioners will retain contracts with individual parties to the LCO including those services which are agreed to be fully 'in scope' of the LCO (i.e., level 4 and 5). These contracts will remain the legally binding obligations on each party to the LCO.

However, the delivery of contracts (in relation to level 4 services) held by individual parties shall be through the LCO, as if the LCO were the contract holder. The Board of the LCO shall be the body responsible for the fulfilment of individual contracts for services in scope. High-level contract management meetings will normally be held between commissioners and the Board (or agreed sub-committee of the Board) of the Local Care Organisation alone, though bilateral contract meetings may be required in addition. For ease, these arrangements and the documentation that supports them are referred to as the 'operational contract' in this Agreement. The LCO management team may be required to be involved in the contract management of contracts which cover services in the wider North East Sector, as agreed from time to time.

Commissioners will advise of their contract intentions in respect of year 2020/21 onwards. For the avoidance of doubt, no changes to contractual arrangements shall be made which create new VAT liabilities and nothing in this Agreement is intended to imply any change which creates new VAT liabilities.

8. Regulatory compliance

Each Partner is responsible for ensuring the regulatory compliance of the services provided under their respective contracts with the OCO. Each provider shall deal directly with the relevant regulatory body in relation to the services performed by that provider. LCO Management Team members may be accountable to one or more member organisations individually for the purpose of providing assurance of regulatory compliance.

It is acknowledged and agreed by Providers that it is not intended that there will be any collective responsibility or liability for any regulatory breaches or enforcement actions relation to the delivery of services pursuant to the terms of this Agreement.

9. Finance

It is the intention of the parties to this agreement to delegate to the LCO Board to the fullest possible extent agreed levels of budgetary control for relevant budgets relating to the services which are directly managed through the LCO management team. The risk and reward share agreement will guide the management of resources across the services in scope.

10. Staff – line management

Subject always to compliance with all relevant employment legislation, it is the intention of the Parties that the delivery of the in scope services within the LCO will not affect the employment status or terms and conditions of any employee of each Party, currently engaged in the provision of the services.

It is accepted that the line management of any staff employed by a provider may, if agreed by the relevant provider through this Agreement, be exercised through the LCO management team in accordance with the workforce protocol (Schedule 5)

The LCO management team and the parties shall ensure that each employee is appropriately managed and supervised in accordance with all relevant prevailing standards of professional accountability and shall at all times comply with the provisions of the workforce protocol (Schedule 5).

The LCO will develop a framework for staff and managers to secure appropriate assurance to employing organisations and to the LCO Board, e.g., through joint appointments.

11. The LCO Board

The Board of the LCO is a partnership board recognised by the Boards of each of the partner organisations as responsible for:

- Overseeing the LCO and the delivery of in scope services (Schedule 1)
- The achievement of the objectives, goals and outcomes set for the LCO (including system and service transformation objectives), through the management team and staff team
- Setting strategy and direction, in the context of available resources and the strategic intentions of commissioners
- Managing the effectiveness of the arrangements for the LCO, including the staffing agreement and the execution of delegated powers
- Holding the chief officer to account for the delivery of objectives, goals and outcomes
- Providing assurance to commissioners and to LCO partner organisations in relation to the effectiveness of the LCO's work and its achievement of goals and outcomes

The terms of reference of the LCO Board are set out at Schedule 6.

12. LCO management team

The role of the management team will be to:

- a) Manage the in scope services as per the agreed definitions at sections 4 and 5 above on a day to day basis in a manner consistent with the scheme of delegations (Schedule 2)
- b) Manage the design and mobilisation of transformation in line with the Locality Plan, and as agreed shall be the responsibility of the LCO through the Bury Health and Social Care Transformation Programme Board
- c) Maintain system resilience in relation to services in scope, e.g., by supporting the winter resilience Gold command arrangements
- d) Develop, seek approval for, and implement a consistent transformation operating model for Bury health and social care services
- e) Report to the LCO Board on material aspects of the services such that the Board is enabled to fulfil its responsibilities set out in section 10, namely, the management team shall ensure the Board receives regular reports in relation to transformation mobilisation, quality, performance, risk, finance, workforce and contractual obligations
- f) Identify, assess and manage risks associated with in scope services
- g) Support the development of operational practice, values and culture which encourages and enables transformation
- h) Direct the programme management office on behalf of the Bury health and social care system
- i) Line manage staff for level 4 in scope services
- j) Undertake, or oversee the delegated day-to-day commissioning of level 5 services
- k) Supports the LCO Board in identifying and agreeing additional in scope services for 2019/20 onwards.

13. Role of the host

The host Partner for 2019/20 shall be Northern Care Alliance NHS Group. During this year the role of the host will be to:

- Co-ordinate, on behalf of the management team, infrastructure and corporate support and resource requirements for the LCO, e.g., business intelligence, finance and HR expertise to support the LCO board and management team or to support acquisition of this support from other parties
- Employ and provide formal line management to the chief officer, director of transformation and delivery and other staff as required. NB., The chief officer

shall be line managed by agreement with the host by LCO independent chair on behalf of the LCO board.

- Coordinate the effective management of the supply chain either directly or through delegation to LCO partners as agreed by the Board
- To collate, assess and report on business intelligence, performance and quality metrics associated with the in scope services as required by the LCO Board, management team and commissioners, through the PMO and other infrastructure support as required
- To propose, seek approval for, and manage the implementation of the LCO's budgetary control, contracting and integrated risk management processes including holding resources specifically supplied for the LCO and ensuring the timely payment of invoices submitted by parties to this agreement.
- To hold contracts on behalf of the LCO where this is agreed by the LCO Board, notwithstanding the potential for other Partners to hold contracts on behalf of the LCO, where that Partner is judged by the LCO Board to be best placed to be the contract holder
- Ensure the effective management and support of the system-wide transformation Programme Management Office, through the management team

For the avoidance of doubt, the host provider does not:

- Take executive decisions on behalf of the LCO, which are the responsibility of the LCO Board.
- Conflict with the statutory or contractual responsibilities or accountabilities of partner organisations.
- Determine the provision of 'in scope' services for the LCO and the shape of the future LCO supply chain.
- Incur any financial liability to the NCA beyond that which will be fully reimbursed through agreed transformation funding

The role of the host Partner will be reviewed for 2020/21 and may be further developed with agreement of all parties.

14. Intellectual property

Intellectual property developed under this Agreement shall belong to each party to the LCO jointly and severally. No sale of intellectual property, other commercial benefit, or the transfer of rights to another party outside of the parties to this Agreement shall be permitted only with the express written permission of the LCO board.

15. Dispute resolution

The Local Care Organisation shall operate a three-stage dispute resolution process, where disputes arise between parties to this Agreement.

Stage 1

Disputants who have been unable to resolve a dispute by informal negotiation shall invoke stage 1 of the dispute procedure. The disputant shall set out the dispute in writing together with a statement of the resolution the disputant seeks. The respondent(s) shall reply in writing setting out their response to the dispute and the proposed resolution. This exchange of documents shall be completed within 10 working days unless it is extended by mutual Agreement.

Stage 2

Where a dispute cannot be resolved at stage 1, the matter will be escalated to stage 2 and brought to the Board of the Local Care Organisation where each party to the dispute will have the opportunity to present their case. The independent chair shall negotiate an Agreement to resolve the dispute (and may in so doing need to meet with the parties separately prior to discussion at a Board meeting). This stage shall be completed within 30 days of being notified to the chair.

Stage 3

Where the dispute cannot be resolved at stage 2, the parties in dispute shall ask a suitably qualified and experienced elected member or non-executive director or equivalent of their respective organisations to meet to review the dispute and attempt to resolve the dispute. This stage shall be completed within 30 days of having been notified to the chair.

Stage 4

Where a dispute cannot be resolved at stage 3, the parties to the dispute shall take the case to the Centre for Effective Dispute Resolution, sharing the costs between the disputant and respondent(s).

16. Breach of the Agreement

The parties to this Agreement agree that the Board of the Local Care Organisation may (after taking appropriate advice and/or conducting an investigation, as appropriate) determine that one or more parties are in breach of the terms of this Agreement. The independent chair shall have the final say on breaches of this Agreement, having taken appropriate advice.

When such a breach is identified, the independent chair of the Board will write to the Chair of the party or parties deemed to be in breach, setting out the nature of the breach and the terms for remedying the breach. The party or parties in breach shall have the opportunity to confirm their willingness to remedy the breach, that

confirmation needing to be received within 15 working days of their receipt of the independent chair's letter.

Where the breach is not accepted by the party or parties said to be in breach, or the remedy is not implemented within an agreed timeframe, either

- a) stage 3 of the dispute procedure may be invoked or
- b) this Agreement may be deemed by the LCO Board to be terminated

17. Termination and renewal

This Agreement will terminate on 31 March 2020 unless

- a) previously terminated by one or more party
- b) all parties have agreed to terminate it in order to put in place a new or revised Agreement at an earlier date

All parties may agree to renew this Agreement for a maximum of a further 2 years (i.e., to 31 March 2022)

Any party to this Agreement may give notification to terminate this Agreement by giving no less than 6 months' notice.

This Agreement will be deemed to be terminated by the Board of the Local Care Organisation where any party is in irremediable breach of the terms of the Agreement.

18. Approvals

In respect of the entire Agreement including schedules

This Agreement was approved by the Boards of the parties to this Agreement and signed by their authorised representatives as follows:

Signed for and on behalf of BARDOC Limited:

Signature: _____ Name: _____

Signed for and on behalf of Bury GP Practices Limited

Signature: _____ Name: _____

Signed for and on behalf of Bury Metropolitan Borough Council (as provider)

Signature: _____ Name: _____

Signed for and on behalf of Bury Voluntary, Community and Faith Alliance

Signature: _____ Name: _____

Signed for and on behalf of Northern Care Alliance NHS Group

Signature: _____ Name: _____

Signed for and on behalf of Pennine Care NHS Foundation Trust

Signature: _____ Name: _____

Signed for and on behalf of Persona Care and Support Ltd (to be confirmed)

In respect of schedules 1, 3 and 4 only

Signed for and on behalf of Bury Metropolitan Borough Council (as commissioner)

Signature: _____ Name: _____

Signed for and on behalf of NHS Bury Clinical Commissioning Group

Signature: _____ Name: _____

Schedules

1. Services in scope for 2019/20
2. Scheme of delegations and reserved matters
3. Investment agreement
4. Risk and reward share
5. Workforce protocol
6. Terms of reference for LCO Board
7. Agreed actions in 2019/20 arising from the Mutually Binding Agreement

Schedule 1

In scope services

See section 4 for a definition of 'in scope' services at relevant levels.

This schedule shall be agreed by the parties to the Agreement and also by the One Commissioning Organisation.



Schedule 1.xlsx

Schedule 2. Scheme of delegations and reserved matters

BARDOC Ltd	Bury GP Federation	Bury Voluntary Community and Faith Alliance	Bury MBC	Northern Care Alliance NHS Group	Pennine Care NHS Foundation Trust	Persona Care and Support Ltd
<p>BARDOC Ltd will delegate to the LCO Board, and through the Board to the management team, the line management and resource management of the services in scope.</p> <p>The LCO is authorised to make those decisions set out in paragraph 4 of the Partnership Agreement with regard to the services in scope (levels 4 and 5).</p>	<p>Bury GP Federation will delegate to the LCO Board, and through the Board to the management team, the line management and resource management of the services in scope, where relevant staff are directly employed by the Federation.</p> <p>The LCO is authorised to make those decisions set out in paragraph 4 of the Partnership Agreement with regard to the</p>	<p>Bury Voluntary, Community and Faith Alliance (VCFA) will delegate to the LCO Board, and through the Board to the management team, the line management and resource management of the services in scope, where relevant staff are directly employed by the VCFA.</p> <p>The LCO is authorised to make those decisions set out in paragraph 4 of the Partnership</p>	<p>The majority of adult social care work will fall within scope of the LCO in the future. Work undertaken by adult social care staff needs to be authorised lawfully.</p> <p>Bury MBC needs to ensure that the Director of Adult Social Services (DASS) remains responsible for functions that cannot be delegated. Adult social care functions that are currently (November</p>	<p>The Northern Care Alliance will delegate to the LCO Board, and through the Board to the management team, the line management and resource management of the services in scope.</p> <p>The LCO is authorised to make those decisions set out in paragraph 4 of the Partnership Agreement with regard to the services in scope (levels 4 and 5).</p>	<p>Pennine Care NHS Foundation Trust will, insofar as PCFT is able to do so without breaching its Constitution or other regulatory restrictions, delegate to the LCO Board, and through the Board to the management team, the line management and resource management of the services in scope.</p> <p>The LCO is authorised to make those decisions set out in paragraph 4 of</p>	<p>Persona Care and Support Ltd will delegate to the LCO Board, and through the Board to the management team, the line management and resource management of the services in scope, where relevant staff are directly employed by Persona</p> <p>The LCO is authorised to make those decisions set out in paragraph 4 of the Partnership Agreement with regard to the</p>

<p>BARDOC Ltd will make available to the LCO those resources (people, estate, budgets, infrastructure) associated with the services in scope without undue let or hindrance in order to enable the Board and management team to fulfil the jointly agreed objectives of the LCO.</p> <p>BARDOC Ltd will remain accountable for all statutory and regulatory responsibilities, for compliance with all relevant laws and guidance, and for fulfilment of</p>	<p>services in scope (levels 4 and 5).</p> <p>Bury GP Federation will make available to the LCO those resources (people, estate, budgets, infrastructure) associated with the services in scope without undue let or hindrance in order to enable the Board and management team to fulfil the jointly agreed objectives of the LCO.</p> <p>Bury GP Federation will remain accountable for all statutory and regulatory responsibilities,</p>	<p>Agreement with regard to the services in scope (levels 4 and 5).</p> <p>Bury VCFA will make available to the LCO those resources (people, estate, budgets, infrastructure) associated with the services in scope without undue let or hindrance in order to enable the Board and management team to fulfil the jointly agreed objectives of the LCO.</p> <p>Bury VCFA will remain accountable for all statutory and regulatory responsibilities,</p>	<p>2018) delegated to the DASS under the Council's constitution remain with the DASS.</p> <p>Social care members of the LCO management team will have a dual reporting line to the chief officer of the LCO and to the DASS.</p> <p>The DASS will authorise the social care member(s) of the LCO management team to perform the majority of adult social care functions except those that remain with the</p>	<p>The NCA will make available to the LCO those resources (people, estate, budgets, infrastructure) associated with the services in scope without undue let or hindrance in order to enable the Board and management team to fulfil the jointly agreed objectives of the LCO.</p> <p>The NCA will remain accountable for all statutory and regulatory responsibilities, for compliance with all relevant laws and guidance, and for fulfilment of contracts with</p>	<p>the Partnership Agreement with regard to the services in scope (levels 4 and 5).</p> <p>Pennine Care NHS Foundation Trust will make available to the LCO those resources (people, estate, budgets, infrastructure) associated with the services in scope without undue let or hindrance in order to enable the Board and management team to fulfil the jointly agreed objectives of the LCO.</p> <p>Pennine Care NHS Foundation Trust will remain</p>	<p>services in scope (levels 4 and 5).</p> <p>Persona will make available to the LCO those resources (people, estate, budgets, infrastructure) associated with the services in scope without undue let or hindrance in order to enable the Board and management team to fulfil the jointly agreed objectives of the LCO.</p> <p>Persona will remain accountable for all statutory and regulatory responsibilities, for compliance with all relevant</p>
---	--	---	---	--	--	---

contracts with commissioners insofar as they relate to services in scope. BARDOC Ltd members of the LCO management team will have a dual reporting line to the chief officer of the LCO and to BARDOC's Chief Executive	for compliance with all relevant laws and guidance, and for fulfilment of contracts with commissioners insofar as they relate to services in scope. Bury GP Federation members of the LCO management team will have a dual reporting line to the chief officer of the LCO and to Chief Officer of the Federation	for compliance with all relevant laws and guidance, and for fulfilment of contracts with commissioners insofar as they relate to services in scope. Bury VCFA members of the LCO management team will have a dual reporting line to the chief officer of the LCO and to Chief Officer or equivalent of the VCFA	DASS as a matter of statute or policy.	commissioners insofar as they relate to services in scope. NCA members of the LCO management team will have a dual reporting line to the chief officer of the LCO and the Chief Executive of the NCA	accountable for all statutory and regulatory responsibilities, for compliance with all relevant laws and guidance, and for fulfilment of contracts with commissioners insofar as they relate to services in scope. PCFT members of the LCO management team will have a dual reporting line to the chief officer of the LCO and to the Chief Executive of PCFT	laws and guidance, and for fulfilment of contracts with commissioners insofar as they relate to services in scope. Persona members of the LCO management team will have a dual reporting line to the chief officer of the LCO and to Chief Executive of Persona
RESERVED MATTERS						
The reserved matters for each party to this Agreement are shown below. These are the matters which organisations are not seeking to delegate to the LCO.						

BARDOC Ltd	Bury GP Federation	Bury Voluntary Community and Faith Alliance	Bury MBC	Northern Care Alliance NHS Group	Pennine Care NHS Foundation Trust	Persona Care and Support Ltd
<p>The LCO has no powers to:</p> <p>Breach the responsibility of the company's directors in relation to statute and regulation</p>	<p>The LCO has no powers to:</p> <p>Breach the responsibility of the company's directors in relation to statute and regulation</p>	<p>The LCO has no powers to:</p> <p>Breach the responsibility of the company's directors in relation to statute and regulation</p>	<p>Adult social care matters to be retained by the DASS or the Council's executive management team are as follows:</p> <p>Discharge of the Supervisory Body function of the Council for the Deprivation of Liberty Safeguards (DoLS) in hospitals and registered care homes, pursuant to Schedule A1 of the Mental Capacity Act 2005 and the Deprivation of</p>	<p>The LCO has no powers to:</p> <p>Breach the provisions of the contract between NCA's constituent Trusts and commissioners</p> <p>Breach the terms of constituent Trusts' licences</p> <p>Breach or have an impact on the NCA's constituent Trusts' Oversight and Accountability Frameworks</p> <p>Breach or have an impact on NCA's policies</p>	<p>The LCO has no powers to:</p> <p>Breach the provisions of the contract between PCFT and commissioners</p> <p>Breach the terms of PCFT's licence</p> <p>Breach or have an impact on the PCFT's Oversight and Accountability Framework</p> <p>Breach or have an impact on PCFT's policies (which have been disclosed to the LCO, e.g.,</p>	<p>The LCO has no powers to:</p> <p>Breach the responsibility of the company's directors in relation to statute and regulation</p>

			<p>Liberty Code of Practice</p> <p>Confirmation of appointment of approved independent Mental Capacity Act advocates and Section 12 approved Mental Health Assessors to complete eligibility assessments pursuant to Schedule A1 of the Mental Capacity Act 2005</p> <p>To be accountable for discharging the functions of the Council pursuant to sections 42-47 of the Care Act 2014, in relation to safeguarding</p>	<p>(which have been disclosed to the LCO, e.g., employment policies) or</p> <p>Affect NCA's business continuity</p>	<p>employment policies) or</p> <p>Affect PCFT's business continuity</p> <p>Breach any of PCFT's Standing Financial Instructions</p> <p>Take any action that would breach any undertaking between PCFT and NHS Improvement or between PCFT and the Care Quality Commission</p> <p>Make decisions in relation to clinical/ professional standards or decision making or alter the</p>	
--	--	--	---	---	---	--

			<p>adults at risk of abuse or neglect and to be accountable for discharging the functions of the Council in relation to: multi-agency risk assessment conferences; the Greater Manchester Multi-Agency Public Protection Arrangements (MAPPA)</p> <p>Discharge of the Council's statutory responsibilities in relation to the establishment and administration of the Safeguarding Adult Board pursuant to Section 43 of</p>		<p>governance arrangements within with PCFT staff work without approval from the PCFT Executive</p>	
--	--	--	--	--	---	--

			<p>the Care Act 2014</p> <p>Confirmation of the appointment of Approved Mental Health Professionals (AMHPs) pursuant to Section 114 of the Mental Health Act (MHA) 1983</p> <p>To be notified of matters that are considered appropriate to be placed on the Adult social Services or LCO risk register</p> <p>To retain responsibility for oversight of the Adult Social Services' risk register and reporting duty to the Council</p>			
--	--	--	---	--	--	--

			<p>To be consulted on the development and management of proposals of the LCO risk register</p> <p>To be consulted on and where appropriate approve any significant changes to the provision of adult social care services or changes to the Council's adult social care policies and procedures (to ensure the Council's compliance with Section 149 of the Equality Act (Public Equality Duty) and any statutory or</p>			
--	--	--	--	--	--	--

			<p>implied duty to consult with affected groups</p> <p>Finance, governance and HR matters</p> <p>Compliance with the Council's Constitution, Register of Delegation of Executive Functions, Standing Orders and Financial Regulations of the Council</p> <p>Key decisions as defined in Article 13 of the Council's Constitution which must be taken in accordance with the requirements of the Access to Information</p>			
--	--	--	---	--	--	--

			<p>Procedure Rules set out in Part 4 Section B of the Constitution</p> <p>Discharge of the duty to make arrangements to ensure proper administration of the Council's financial affairs under section 151 of the Local Government Act 1972</p> <p>Responsibility for assessing residents' ability to pay under The National Assistance Assessment of Resources Regulations 1992 which came into force 1 April 1993</p>			
--	--	--	--	--	--	--

			<p>Responsibility for determining charges for adult recipients of non-residential services under Section 17 of the Health and Social Services and Social Security Adjudications Act 1983</p> <p>Decisions on employee pensions, including flexible early retirement, voluntary early retirements and other decisions which impact on the employer pension liability are made in accordance with the LGPF requirements and authorised by the Council's</p>			
--	--	--	---	--	--	--

			<p>chief finance officer</p> <p>Decisions to dismiss Bury MBC employees and hearing of appeals against dismissal</p>			
--	--	--	--	--	--	--

Schedule 3

Investment agreement

This schedule shall be agreed by the parties to the Agreement and also by the One Commissioning Organisation.



Schedule 3.docx

NB. The issue around the cashability of efficiencies and the ability to move resource around the economy still presents itself as a challenge for the system as it does for elsewhere. Nonetheless, all partners to the MBA are unequivocally committed to delivering the benefits set out in the investment agreement and will work together to maximise the financial savings to the Bury health economy.

It is recognised that this is likely to entail service reconfiguration within the Locality and/or on a pan-sector footprint and therefore require the explicit support of commissioners.

This is being addressed in the contractual negotiations being led by the Directors of Finance and Chief Finance Officers.

Schedule 4

This schedule shall be agreed by the parties to the Agreement and also by the One Commissioning Organisation.

Principles for Risk and Reward Sharing

1. The overarching principle for the arrangements between Bury commissioners and the Local Care Organisation (LCO) is the promotion of a sustainable health and social care system in Bury that benefits the local population. Management of risks and rewards supports sustainability within total available resources. ("One pound to go round.") Risk and reward sharing remove or lessen organisational barriers and incentivise the right behaviours.
2. For a potential risk or reward to be considered for a sharing mechanism it must meet the following gateway requirements:
 - a. Transformation: The services involved must be aligned to the aims of system transformation and new care models.
 - b. Materiality: The potential gain or loss must have a material financial impact.
 - c. Shared interest: The potential gain or loss must have an impact on or be influenced by multiple parties within the local system.
3. Risks and rewards that meet the gateway requirements will be worked up on a system-wide but case-by-case basis:
 - a. System-wide: any financial distribution will be based on the net outcome to the whole system not to a single service.
 - b. Case-by-case: there is no expectation that all gains and losses will be shared in the same proportions, and by all the same partners.
4. Point 3 notwithstanding, the total exposure to losses or risks of each individual organisation will be kept in view. The capacity to take and absorb risks, and the ability to control and influence them, will vary between organisations and between issues.
5. The development of any risk and rewards sharing mechanisms will take into account the availability of data for measurement, the possibility of perverse incentives and the existing governance arrangements for holding organisations to account. In other words, practical considerations may prevent the operation of a sharing mechanism when gateway requirements are met.
6. In assessing or quantifying potential risks, the Bury process will have some key considerations; for example, the possibility of stranded costs.
7. Any risk and reward sharing mechanisms developed and agreed under these arrangements will replace any prior risk sharing arrangements. For example, a gain-sharing mechanism will not be layered on top of a 'cap and collar' contract, which is itself designed to limit exposure to activity related gains and losses.

8. Gain and loss sharing arrangements can and will change over time.
9. There will be provision for partner organisations to review, update and if necessary terminate sharing mechanisms.
10. It is noted that an agreed financial plan between the LCO and commissioners may count expected rewards in changed service budgets. In this case there will be revised baselines – a new ‘Business as Usual’ – and these gains will not be available for a sharing mechanism.
11. The process for identifying and developing a gain and loss share arrangement in Bury will be documented through a specific example. The Risk and Reward Group has chosen Urgent Care and work is underway (February 2019) to describe this process.

Schedule 5

Workforce protocol

1 Introduction

- 1.1 As Bury Local Care Alliance works towards its next stage as a Local Care Organisation from 1 April 2019 consideration must be given to implementing a set of HR principles in order fully to support partnership and system working and to provide the basis for the LCO to manage services and their staff which are in scope, primarily those which are identified as being at level 4 in the 'in scope' schedule (see section 4 of the Mutually Binding Agreement for definitions)
- 1.2 The Workforce Protocol is a framework which all parties agree to, that recognises, complements and incorporates existing policies and procedures of the member organisations of the LCO.
- 1.3 Integral to the protocol is the assurance to staff within all of the in scope services, that the management of change will be transparent, equitable and consistent, and aligned to employing organisation policies and procedures.
- 1.4 The protocol represents the sharing of best practice, and aims to support our staff, managers, trade union/staff representatives, and HR professionals by providing information and guidance on the processes that will be adopted by the LCO from 1 April 2019.

2 Background and Context

- 2.1 The LCO is one of the pillars described in the Bury Locality Plan, being responsible for providing high quality, person-centred, integrated care and support to local people, enabling the greatest improvement in outcomes, whilst also reducing cost.
- 2.2 This will involve a fundamental shift in the way in which health and social care services interact, and the staff who are in scope of the LCO will work in a much more integrated way, delivering new models of care through integrated team working. Staff however, will remain employees of their respective organisations on their current terms and conditions of service.

3 Purpose

- 3.1 The development of a protocol creates a framework to ensure, in partnership with our trade union/staff representatives, that the necessary changes are facilitated, whilst ensuring that staff retain the security currently afforded to them by their relevant policies and procedures.
- 3.2 For clarity, the groups of staff to whom this document applies, are those identified and agreed by partner organisations to be in scope of the LCO. The details of in scope staff will be agreed between partner organisations, and

shared with trade union/staff representatives in advance of each phase of the LCO's development.

4 Governance

4.1 The following principles outline the approach that will be taken within the LCO development programme to underpin the management of the change. Relevant change management policies from partner organisations should also be read in conjunction with this document: -

- The LCO management team will consider workforce requirements that may exist. A pro forma has been developed to assist the management team. (See Appendix 1). The management team is responsible for the sign off of staff resources deployed to the LCO by the member organisations. Resourcing Principles (Appendix 2) will be adhered to where a vacancy is identified.
- The day to day management of resources deployed to the LCO and within the transformation bids sits with the management team where each organisational member is represented, reporting to the LCO Board (as set out in the management team's terms of reference which specifies the two-way accountability of management team members to the LCO and their employing organisation(s)).
- Roles that may be funded by any future pooled budget can be appointed on the terms and conditions of any employer within the pooled funding agreement.
- The Council takes responsibility for ensuring that the DASS statutory responsibility for the continuous professional development (CPD) of Social Workers, as a regulated provision, is met within agreed financial provision and does not breach delegated financial limits.
- Changes to deployed resources (i.e. restructures, role redesign etc.) must be made in line with substantive organisations' policies and procedures.
- Overarching principles will be designed where there is a need for a single process approach (i.e. for Integrated Neighbourhood Teams).
- Decision in respect of dismissals must be made by the employee's substantive employer.
- Access to occupational pension, including Voluntary Early Retirement (VER) and Flexible Retirement (FR), may only be determined by the substantive employer.

5 Clinical and Professional Governance

5.1 The majority of adult social care work will fall within the remit of the LCO. Work undertaken by social care workers needs to be authorised lawfully. The DASS Statutory responsibility will remain under the remit of the Council's Constitution. The current systems and processes in place within the Council to escalate concerns will remain the same.

5.2 All statutory, contractual and regulatory responsibilities for health and social care will remain under the remit of the employing organisation, through the organisational representative(s) on the management team e.g. safeguarding. The employer will ensure that mechanisms are in place to support staff to fulfil their professional responsibilities in accordance with their professional bodies

e.g. clinical supervision, mandatory training etc. Monitoring and reporting systems will continue to provide assurance that duties are being met.

- 5.3 Where professional concerns arise, these will be managed via the existing clinical governance systems and processes in each organisation. However the LCO management team and board will ensure that it has in place its own arrangements for monitoring and assurance quality and safety, which complement those of member organisations of the LCO.

6 Consultation with trade union/staff representatives

- 6.1 The LCO will operate effective partnership working, and initiate early consultation on options and proposals for change. This approach aims to promote positive relations with trade union/staff representatives to meet legal obligations and to ensure the views of trade union/staff representatives are fully considered when developing options for change.
- 6.2 Effective consultation will take place with trade union/staff representatives regarding organisational structures and change management plans to support the set-up of the LCO, allowing meaningful consultation and relevant discussions to take place. This will be managed via Locality Workforce Engagement meetings, and existing forums within partner organisations in line with the substantive employer's policies and procedures.

7 Communication to staff

- 7.1 Ongoing communication will take place to raise awareness and understanding of both the LCO and Locality Plan, in order to explain the context and benefits of any changes to services, processes, and ways of working for staff. This will be owned, planned and managed jointly by the Communications/Engagement Leads across LCO partners, via the Communications and Engagement Workstream Group. This activity will be supported by a suite of assets, including for example FAQs, presentations, staff newsletters etc, to ensure consistent messages, fill any gaps in understanding and minimise concerns.
- 7.2 Staff engagement sessions will be provided throughout the process of integration of the LCO and beyond, thus ensuring staff feel involved and have the opportunity to input into the process. These sessions will focus on any staff groups and teams who are likely to be directly impacted by changes.
- 7.3 Where formal consultation is required, clear documents will be drawn together for all proposals to ensure clarity, fill any gaps, reassure and minimise concerns. Alignment of timescales for consultation between different organisational change policies may need to be agreed to ensure individuals are treated consistently, and are not disadvantaged. Any consultation processes will involve and be supported by Communication and Engagement Leads, via the Workstream Group, to ensure consistency and clarity of messages, and where possible, ensure a period of engagement and discussion leading up to the consultation.

7.4 Leaders/Managers/Supervisors of teams within LCO partners, especially those teams directly impacted by changes, will be responsible for sharing information, briefing teams following any sessions they attend, as well as responding to queries and offering reassurance where needed. They will be supported by the relevant partner Communications and Engagement teams where needed, as well as their own direct managers.

7.5 All LCO partner leaders/senior executives will lead by example in terms of using straightforward language and plain English when communicating either verbally or in written format, avoiding terminology and acronyms wherever possible. They will encourage their own managers and teams to do the same in order to encourage a shared common language, understood by all partners and stakeholders, including the public.

8 Individual Consultation

8.1 In some instances, at a managerial level, staff may be directly affected by the transition. Where this is the case, in addition to formal consultation with trade union/staff representatives, there will be individual consultation with the staff concerned, in line with their substantive employer's policies and procedures.

9 Redeployment

9.1 In the event that a member of staff 'in scope' to transition to the LCO finds themselves without a substantive role, then the relevant redeployment policy of their employing organisation will apply.

9.2 Where transformation schemes are implemented and staff may no longer be required for a specific function, the LCO will use its best endeavours to find alternative employment for affected staff members through existing vacancies.

10 Pay Protection

10.1 Where an employee is redeployed into a suitable alternative role, on a lower grade, as a result of the transition to the LCO, the relevant pay protection policy of their employing organisation will apply.

11 Employment Matters

11.1 In the event of employee relations issues that may arise, the relevant policies and procedures of the individuals' substantive employer will be adhered to. In the case of relevant investigations, these matters can be progressed by a local line manager, in accordance with relevant policies. Decisions in relation to employee relations matters of any kind must be made by the substantive employer.

11.2 Decisions in respect of VER/FR must be made by the substantive employer.

11.3 Partner organisations commit to a review of HR policies and procedures, and where feasible, the content of policies and procedures across the partner

organisations should be mirrored, e.g., in relation to absence policies and procedures

12 Appointment Processes

12.1 In developing the LCO, a joint approach to recruitment needs to develop, to cover new appointments, and accounts for instances where the implementation of single line management arrangements may impact on staff. These arrangements will include: -

- The Resourcing Principles (Appendix 2) will be adhered to where a vacancy is identified.
- A joint commitment to equality and diversity through the adoption of fair, open and transparent recruitment processes.
- Appropriately constituted panels for all interviews.
- All new roles in the LCO leadership and management structures will be made initially available to identified 'in-scope' staff from partner organisations, regardless of their employer, subject to any relevant professional qualification that may apply.
- In relation to future recruitment across the partner organisations, where roles are funded wholly by one of the partner organisations of the LCO, the terms and conditions of that employer will apply. New employees appointed to these positions will take on the new terms and conditions. If the role is funded by multiple sources, a leadership decision must be made in respect of where the role sits (i.e. which organisation will host the role), and employees appointed to these positions will take on the terms and conditions of the host organisation.

Appendix 1

Workforce Considerations Pro-forma (applies to LCO infrastructure roles only)

To date, the majority of the roles that have been considered as essential for transformation have been recruited to on a secondment basis. Substantive roles, in the main have been backfilled, therefore resulting in an extra cost to the system as a whole. Work has been undertaken to consider the capacity and capability that is required in order to drive forward the transformation agenda. Therefore, rather than seconding more staff to undertake key roles/tasks, which could result in the system being de-stabilised, or adversely affecting business as usual, there should be a more detailed consideration of how to fill the workforce gaps that exist.

To determine how to approach each gap that is identified, it is important to consider the resourcing method: -

- What roles / tasks need to be undertaken?
- Why are the roles / tasks essential? / What are the key outputs / deliverables?
- Over what timeframe will the role / tasks need to be undertaken?
- What skills / experience are required from the individual undertaking the work?
- What options have already been considered / utilised?
- Is there a team / individual within the system that has the capacity to undertake the role/task?
- Is there a rationale to selecting an individual / team to undertake the role / task?
- Is there a rationale / fair method of selection?

In addition, arrangements to consider are as follows: -

- If input is required, the individual / team will be asked to provide this as part of their normal duties. Duration of input, and an agreement of what input is needed must be discussed and agreed.
- If a short term task is required, an employee(s) may be asked to undertake the full duties and responsibilities of a higher graded/banded position, for an agreed period and will therefore be paid an additional payment (an amount equal to the difference between their current salary and the salary of the higher graded post). If there is more than one person identified with the necessary skills / experience, the opportunity to undertake the task will be ring fenced to all those identified and a fair selection process must be used to allocate the task (interview).
- If there is a requirement for a role, approval is required to recruit, and then the Resourcing Principles must be adhered to.
- Any required backfill must be discussed and agreed by the Board. In agreeing a request, consideration must be given to whether a 'like for like' replacement is required, or whether a different role at a lower grade/band could be recruited.

After considering the questions and bullet points above, please complete the following boxes. The information will be considered and approved (where appropriate) at Transformation Board.

For Information: <ul style="list-style-type: none"> - Board should review the number of people per organisation that are already seconded to the LCO and the implication of any further secondments on the day to day operation. - Board should review the numbers of people that are already working on tasks for the transformation agenda (value in kind) against the agreement made in respect of hours/days per organisation? 	Y / N <input type="checkbox"/> <input type="checkbox"/>
Proposed resourcing method (please provide details)	Approved by
	Name -
	Job title -
	Date –
Proposed backfill method (please provide details)	Approved by
	Name -
	Job title -
	Date –

Appendix 2

Resourcing Principles

Principle 1

Any roles that are being formed as a result of transformation monies must receive the necessary approval to resource via Transformation Board.

Principle 2

Due to the length of the funding available, vacancies will be recruited to on a fixed term/secondment basis unless the roles are difficult to recruit to on such an arrangement

Principle 3

The host organisation is responsible for producing the necessary recruitment information. As standard, the recruitment information must comprise of: -

- Advert text, which includes the sentence – ‘consideration will be given to redeployees in the first instance’.
- The grade / band and the actual salary for the role (the role will be evaluated against relevant partners job evaluation schemes to determine appropriate salary)
- The hours of work and rota (if required)
- The work base
- The nature of the contract (i.e. fixed term)
- A job description and person specification
- Details of how to apply for the role (each organisation will retain its current recruitment system)
- A two week closing date.

Principle 4

All organisations within the LCO must be notified of the vacancy on the same day. Notification will be co-ordinated via the Project Management Office.

- a) The vacancy will be advertised to redeployees in the first instance for a period of 1 week.
- b) If there are no redeployees, the vacancy will be advertised to internal staff and a two week closing date will apply.

Principle 5

If there are no redeployees or internal candidates, the vacancy will proceed to external recruitment.

Principle 6

The employee will be seconded into the role, and will remain on the terms and conditions, and salary arrangements of their substantive employer. If a secondment is not approved, the individual will be employed on a fixed term basis and will receive the terms and conditions, and salary arrangements of the host employer. External appointments will be made on the terms and conditions of the host organisation.

Schedule 6**Bury Local Care Organisation Board****Terms of reference****1. Purpose of the Board**

The purpose of the Board are set out at Section 10 of the Mutually Binding Agreement:

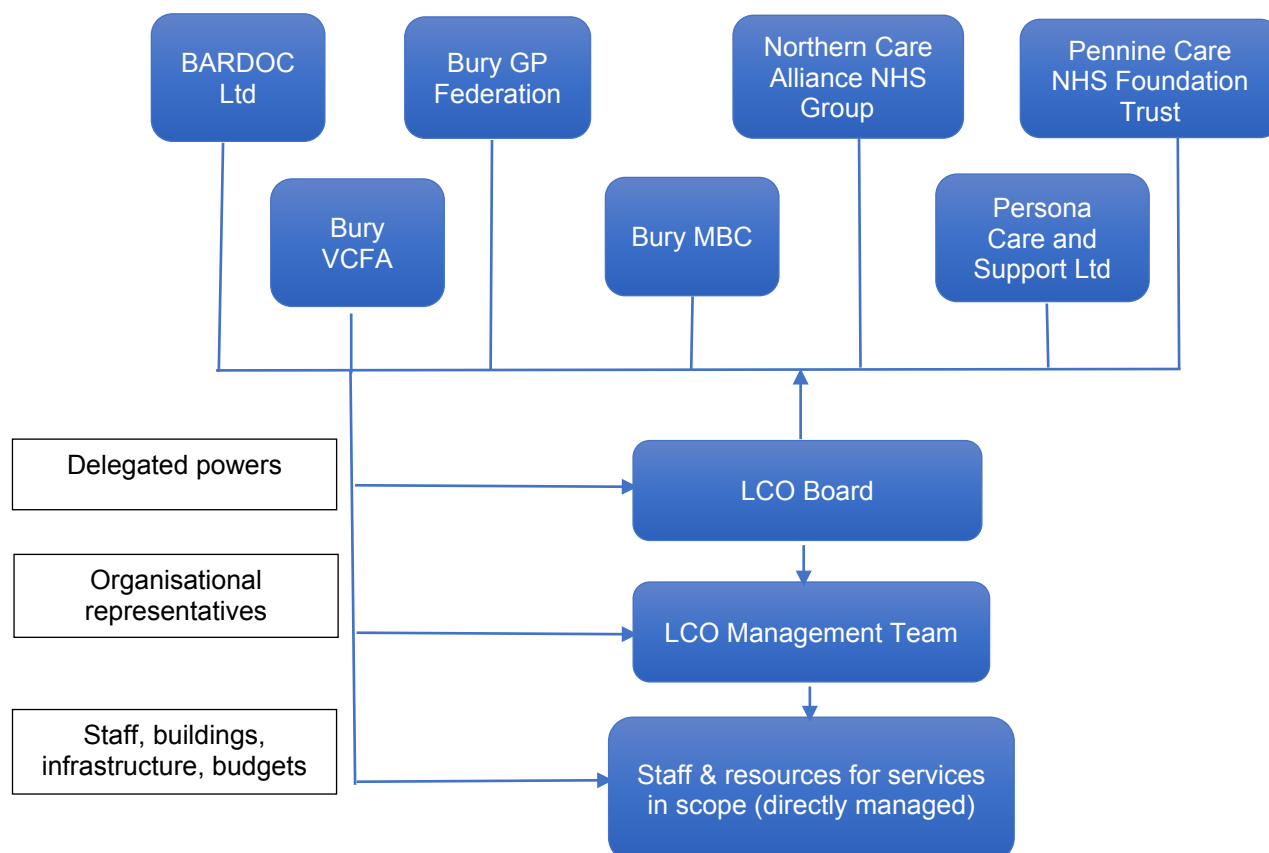
2. Principles

The principles by which the Board shall operate have been agreed in the Mutually Binding Agreement and are set out in Section 3 of the Mutually Binding Agreement:

3. Powers

The parties to the Mutually Binding Agreement have delegated specific powers to the LCO, and reserved specific matters from the LCO (Schedule 2). The Board of the LCO is responsible for exercising these powers, through the LCO management team, for the fulfilment of the objectives of the LCO (set out at Section 5 of the Mutually Binding Agreement).

The Board's relationship with the partners is described in the diagram below:



4. Membership

The membership of the LCO Board shall consist of one Director from each of the parties. This director should be a Board or equivalent level director from member organisations.

The LCO directors shall be:

LCO member organisation	LCO Director
BARDOC Ltd	Vicky Riding
Bury GP Federation	Martin Clayton
Bury Metropolitan Borough Council	
Bury Voluntary, Community and Faith Alliance	
Northern Care Alliance NHS Group	
Pennine Care NHS Foundation Trust	Keith Walker
Persona Care and Support Ltd	To be confirmed

Each LCO director shall have a nominated deputy who may attend on behalf of the LCO director when they are unavailable.

The nominated LCO deputy directors shall be:

LCO member organisation	LCO Deputy Director
BARDOC Ltd	Dr Zahid Chauhan
Bury GP Federation	Paul Juson
Bury Metropolitan Borough Council	
Bury Voluntary, Community and Faith Alliance	
Northern Care Alliance NHS Group	
Pennine Care NHS Foundation Trust	
Persona Care and Support Ltd	To be confirmed

Other representatives of member organisations may attend, e.g., to represent specialist areas of service, but no organisation should send more than 3 representatives to each meeting without the agreement of the Independent Chair.

Executive Officers of the LCO, as follows, shall be in attendance:

- a) Chief Officer
- b) Finance Lead
- c) Clinical Director

At its discretion, the LCO Board may co-opt non-voting organisational representatives to the Board where to do so will assist the Board in advancing its purposes.

Co-opted members for the year 2019/20 shall include:

None specified

5. Meetings

The LCO Board shall meet monthly as a minimum and may call extraordinary meetings in addition to ordinary monthly meetings as required.

6. Voting

Each member organisation shall have one vote, to be cast by their Director or Deputy Director. Voting will take place on matters that are within the powers of the Board.

Whilst it will be the intention of the LCO Board to make decisions by consensus, where voting takes place a simple majority will be necessary to secure a decision.

Where relevant, the disputes procedure, set out in the Mutually Binding Agreement at Section 15, may be used by parties voting in the minority.

7. Quoracy

Board meetings will be quorate when each member organisation is represented either by their nominated Director or nominated Deputy Director.

Non-attendance by both a nominated Director or Deputy Director (twice or more per quarter) may lead to that party being excluded from the LCO.

8. Chairing

The Board shall be chaired by an Independent Chair, who shall be selected by the member organisations from time to time and engaged on terms agreed by those member organisations.

The Independent Chair shall not have a vote.

9. Accountability

The Board shall be accountable to the Boards or equivalent of the parties to the Mutually Binding Agreement and to the One Commissioning Organisation for the fulfilment of the LCO's operational contract.

All staff within in scope services shall be responsible to the Board through the Chief Officer and in line with the workforce protocol (Schedule 5).

10. Review

These terms of reference shall be reviewed in March 2020.

Schedule 7

Agreed actions or planned in 2019/20 arising from the Mutually Binding Agreement

Action	MBA reference	Commence	Final agreement	Date effective from	Involvement
Complete, agree and implement plans for phased inclusion of services at level 4 from 2020/21	Section 6 a)	2018/19	30 September 2019	1 April 2020	LCO OCO Non-LCO providers
Complete, agree and implement plans for the transfer of commissioning responsibilities for health and social care services to the LCO, with priority given to locally commissioning primary care services and the quality in primary care contract	Section 4 and Section 6 b)	2018/19	30 September 2019	1 April 2020	LCO OCO Non-LCO providers
Discuss the anticipated future organisational form of the LCO, negotiate and agree a proposal for organisational form from 1 April 2020	Section 6 c)	April 2019	December 2019	1 April 2020	LCO OCO
Contract intentions advised to the LCO by commissioners	Section 7	September 2019	31 March 2020	1 April 2020	LCO OCO
Review role of host organisation	Section 13	September 2019	December 2019	1 April 2020	LCO
Develop approach to cashability of savings arising from transformation	Schedule 3	2018/19	April 2020	2020/21	LCO OCO
Develop and apply a model of applying the risk and reward principles to urgent care	Schedule 4	2018/19	April 2020	2020/21	LCO OCO

This page is intentionally left blank