



# 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

## Document information and version control

<b>Version</b>	19.0
<b>Status</b>	Final approved version
<b>Approval</b>	Given by all parties
<b>Author</b>	Chris O'Gorman
<b>Version control</b>	
v2	<ul style="list-style-type: none"> <li>• Revision of schedules following meeting of task and finish group on 6 November 2018</li> <li>• Rationalisation of numbering system</li> </ul>
v3	<ul style="list-style-type: none"> <li>• New clause on intellectual property</li> <li>• Diagram in terms of reference (schedule 1) to show relationship with partners</li> </ul>
V4	<ul style="list-style-type: none"> <li>• Significant revision in preparation for CEOs' summit meeting on 18 December 2018. Sections retained from previous version in italic</li> </ul>
V5	<ul style="list-style-type: none"> <li>• Amendments added following task and finish group on 3 December 2018 in yellow</li> </ul>
V6	<ul style="list-style-type: none"> <li>• Amendments to section on meaning of levels of in scope from Amy Lepiorz and Kath Wynne-Jones</li> </ul>
V7	<ul style="list-style-type: none"> <li>• Amendments made in response to comment from Andrew Hulcoop and Jo Purcell in blue</li> <li>• Revisions to scheme of delegations to include reserved matters in response to comment from Jayne Hammond</li> <li>• Revisions to terms of reference for LCO Board to harmonise with remainder of Agreement</li> </ul>
V8	<ul style="list-style-type: none"> <li>• 'Clean' copy produced for chief executives' sponsor group on 18 December 2018. Revised version of schedule 4 added.</li> </ul>
V9	<ul style="list-style-type: none"> <li>• Revised workforce protocol added; signature sheet added</li> </ul>
V10	<ul style="list-style-type: none"> <li>• New section on ambitions added; additions to section on purpose. Clarification that the document applies for 2019/20 only added.</li> </ul>
V11	<ul style="list-style-type: none"> <li>• Additions and amendments from Martin Clayton included</li> <li>• Amendment from Angela Schorah included</li> </ul>
V12	<ul style="list-style-type: none"> <li>• Amendments from Kath Wynne-Jones and Tyrone Roberts</li> <li>• General tidying up</li> <li>• Additional organisational parties added</li> </ul>
V14	<ul style="list-style-type: none"> <li>• Schedule 3 added</li> <li>• Amendments made following LCA Board meeting, 16 January 2019</li> </ul>
V15	<ul style="list-style-type: none"> <li>• Phrase added to end of 6.2 in workforce protocol (Schedule 5) at request of Keith Walker</li> <li>• Removal of LMC as observer member of Board following decision of CEOs.</li> </ul>
V16	<ul style="list-style-type: none"> <li>• V6 of investment agreement embedded</li> </ul>
V17	<ul style="list-style-type: none"> <li>• Minor corrections made to Schedule 1 and 5</li> </ul>

V18	<ul style="list-style-type: none"> <li>• Details of Bury VCFA office added</li> <li>• New schedule on actions agreed for 2019/20 added (details awaited)</li> <li>• Minor corrections made to Schedule 1</li> <li>• Revised cashability statement</li> <li>• Revised statement at 7 on communications</li> <li>• Additions to PCFT delegations and reserved matters from Keith Walker</li> <li>• New schedule 7 (actions during 2019/20) as proposed by CEOs</li> </ul>
V19	<ul style="list-style-type: none"> <li>• Additional names of LCO directors added to terms of reference for LCO board</li> </ul>
	<ul style="list-style-type: none"> <li>• Confirmation throughout that Persona is a full member organisation of the LCO</li> </ul>

# Mutually Binding Agreement

## 1. Parties

This Agreement is made on 1 April 2019 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

## 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

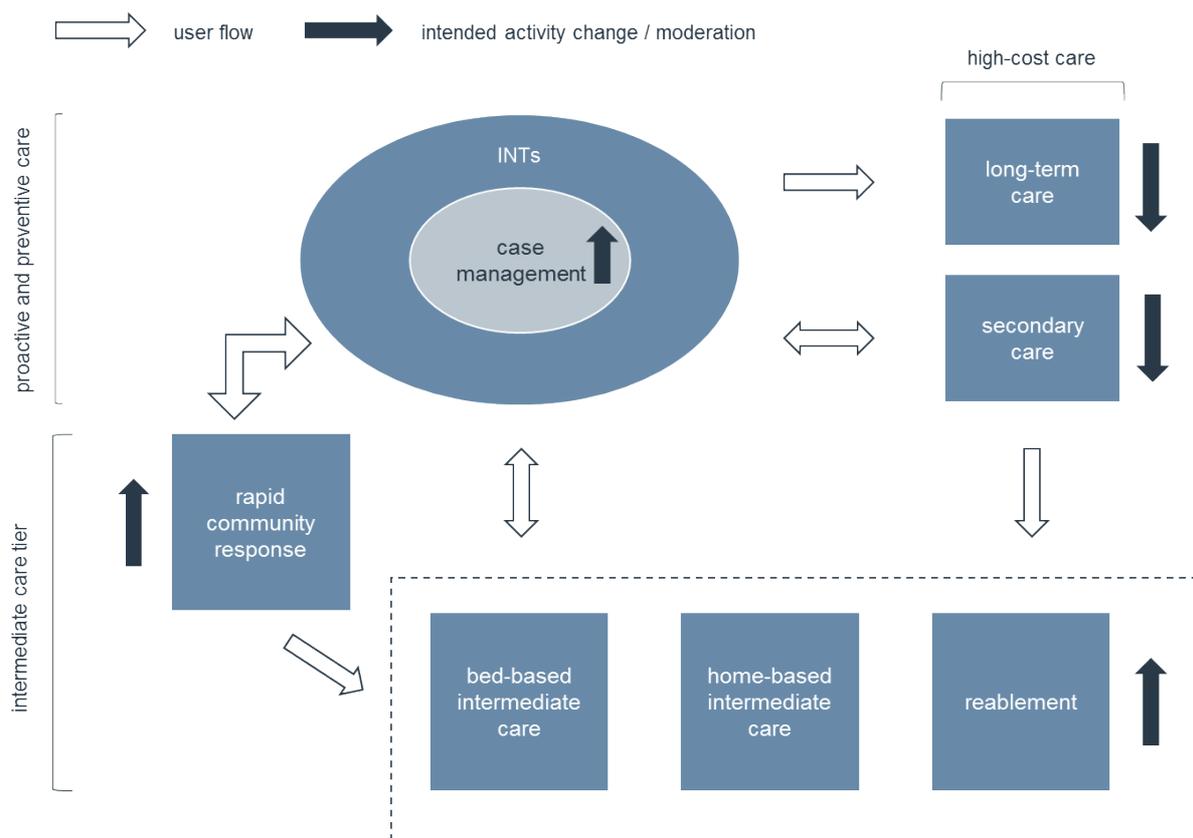
- provide integrated care and support to the people of Bury
- transform health and social care services in line with the Locality Plan and commissioners' intentions
- support improvements in population health, wellbeing and outcomes.

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: V. Riding Name: Vicky Riding

Signed for and on behalf of Bury GP Practices Limited

Signature: M. Craven Name: MARTIN CRAVEN

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

Signature: G.P.L. Little Name: GEOFF LITTLE.

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

Signature: S. Hashmi Name: SAJIN HASHMI

Signed for and on behalf of Northern Care Alliance NHS Group

Signature: [Handwritten Signature] Name: 1/4/2019 JACK SHARP

Signed for and on behalf of Pennine Care NHS Foundation Trust

Signature: [Handwritten Signature] Name: CLAIRE MOLLOY.

Signed for and on behalf of Persona Care and Support Ltd

[Handwritten Signature] KATHRYN SOWDEN.

*In respect of schedules 1, 3 and 4 only*

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

Signature: G. P. Little Name: GEOFF LITTLE

Signed for and on behalf of NHS Bury Clinical Commissioning Group

Signature: [Handwritten Signature] Name: MARGARET O'DWYER.

Screenshot

## 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**

<b>BARDOC Ltd</b>	<b>Bury GP Federation</b>	<b>Bury Voluntary Community and Faith Alliance</b>	<b>Bury MBC</b>	<b>Northern Care Alliance NHS Group</b>	<b>Pennine Care NHS Foundation Trust</b>	<b>Persona Care and Support Ltd</b>
<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>services in scope (levels 4 and 5).  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>Agreement with regard to the services in scope (levels 4 and 5).  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>2018) delegated to the DASS under the Council's constitution remain with the DASS.  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.  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.  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).  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.  Pennine Care NHS Foundation Trust will remain</p>	<p>services in scope (levels 4 and 5).  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.  Persona will remain accountable for all statutory and regulatory responsibilities, for compliance with all relevant</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>Bury GP Federation will remain accountable for all statutory and regulatory responsibilities,</p>	<p>Bury VCFA will remain accountable for all statutory and regulatory responsibilities,</p>	<p>those that remain with the</p>	<p>contracts with</p>	<p></p>	<p></p>

<p>contracts with commissioners insofar as they relate to services in scope.</p> <p>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</p>	<p>for compliance with all relevant laws and guidance, and for fulfilment of contracts with commissioners insofar as they relate to services in scope.</p> <p>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</p>	<p>for compliance with all relevant laws and guidance, and for fulfilment of contracts with commissioners insofar as they relate to services in scope.</p> <p>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</p>	<p>DASS as a matter of statute or policy.</p>	<p>commissioners insofar as they relate to services in scope.</p> <p>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</p>	<p>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.</p> <p>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</p>	<p>laws and guidance, and for fulfilment of contracts with commissioners insofar as they relate to services in scope.</p> <p>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</p>
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**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.

<b>BARDOC Ltd</b>	<b>Bury GP Federation</b>	<b>Bury Voluntary Community and Faith Alliance</b>	<b>Bury MBC</b>	<b>Northern Care Alliance NHS Group</b>	<b>Pennine Care NHS Foundation Trust</b>	<b>Persona Care and Support Ltd</b>
<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>	
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			<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>	
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			<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>			
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			<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>			
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			<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>			
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			<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>			
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			<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>			
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			chief finance officer  Decisions to dismiss Bury MBC employees and hearing of appeals against dismissal			
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## **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.

<b>For Information:</b> <ul style="list-style-type: none"> <li>- 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.</li> <li>- 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?</li> </ul>	<b>Y / N</b>  <input type="checkbox"/>  <input type="checkbox"/>
<b>Proposed resourcing method (please provide details)</b>	<b>Approved by</b>
	Name -
	Job title -
	Date –
<b>Proposed backfill method (please provide details)</b>	<b>Approved by</b>
	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 redeploys 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:

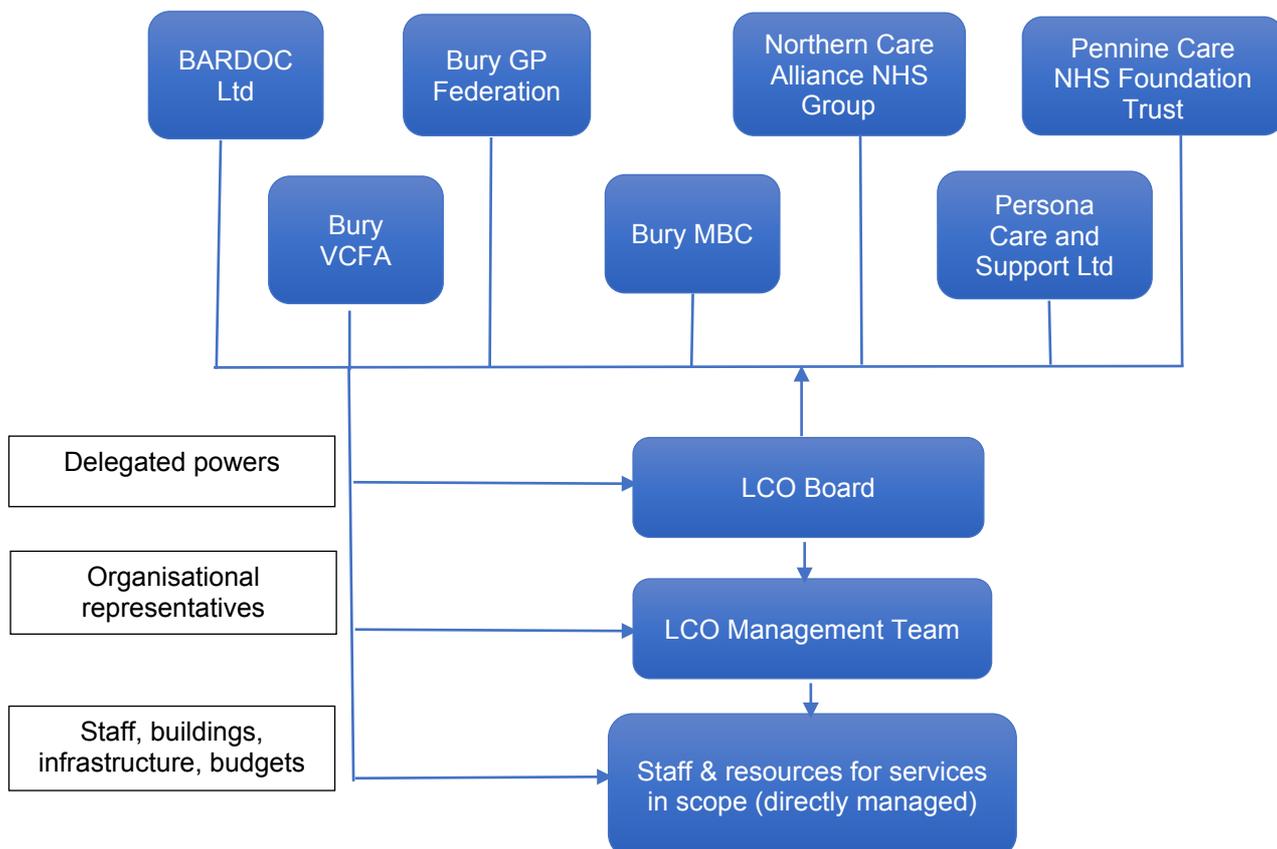
##### 2. Principles

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:

<b>LCO member organisation</b>	<b>LCO Director</b>
BARDOC Ltd	Vicky Riding
Bury GP Federation	Martin Clayton
Bury Metropolitan Borough Council	Geoff Little OBE
Bury Voluntary, Community and Faith Alliance	Sajid Hashmi MBE
Northern Care Alliance NHS Group	Steve Taylor
Pennine Care NHS Foundation Trust	Keith Walker
Persona Care and Support Ltd	Kat Sowden

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:

<b>LCO member organisation</b>	<b>LCO Deputy Director</b>
BARDOC Ltd	Dr Zahid Chauhan
Bury GP Federation	Paul Juson
Bury Metropolitan Borough Council	Julie Gonda
Bury Voluntary, Community and Faith Alliance	Andy Hazeldine
Northern Care Alliance NHS Group	Senior member of Bury and Rochdale Care Organisation
Pennine Care NHS Foundation Trust	Sian Wimbury
Persona Care and Support Ltd	Bernard Noblett

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) Medical 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