

Dated 1st April 2017

The Rochdale Borough Council
and
NHS Heywood, Middleton and Rochdale Clinical
Commissioning Group

**FRAMEWORK PARTNERSHIP AGREEMENT RELATING
TO THE COMMISSIONING OF HEALTH AND SOCIAL
CARE SERVICES IN LINE WITH
THE BETTER CARE FUND**

Contents

Item

PARTIES

BACKGROUND

- 1 **DEFINED TERMS AND INTERPRETATION**
- 2 **TERM**
- 3 **GENERAL PRINCIPLES**
- 4 **PARTNERSHIP ARRANGEMENTS**
- 5 **FUNCTIONS**
- 6 **COMMISSIONING ARRANGEMENTS**
- 7 **POOLED FUND**
- 8 **POOLED FUND MANAGEMENT**
- 9 **FINANCIAL CONTRIBUTIONS**
- 10 **RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPEND**
- 11 **CAPITAL EXPENDITURE**
- 12 **VAT**
- 13 **AUDIT AND RIGHT OF ACCESS**
- 14 **STANDARDS OF CONDUCT AND SERVICE**
- 15 **CONFLICTS OF INTEREST**
- 16 **GOVERNANCE**
- 17 **REVIEW**
- 18 **COMPLAINTS**
- 19 **TERMINATION & DEFAULT**
- 20 **DISPUTE RESOLUTION**
- 21 **FORCE MAJEURE**
- 22 **CONFIDENTIALITY**
- 23 **FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS**
- 24 **OMBUDSMEN**
- 25 **INFORMATION SHARING**
- 26 **NOTICES**
- 27 **VARIATION**
- 28 **CHANGE IN LAW**
- 29 **WAIVER**
- 30 **SEVERANCE**
- 31 **ASSIGNMENT AND SUB CONTRACTING**
- 32 **EXCLUSION OF PARTNERSHIP AND AGENCY**
- 33 **THIRD PARTY RIGHTS**
- 34 **ENTIRE AGREEMENT**
- 35 **GOVERNING LAW AND JURISDICTION**

SCHEDULES

SCHEDULE 1 - PART 1 - SCHEME SPECIFICATION

SCHEDULE 1 - PART 2

SCHEDULE 2 - GOVERNANCE

SCHEDULE 2 - APPENDIX 1 - DRAFT TERMS OF REFERENCE

SCHEDULE 3 - RISKSHARE AND OVERSPENDS

SCHEDULE 4 - PERFORMANCE ARRANGEMENTS

SCHEDULE 5 - BETTER CARE FUND PLAN

SCHEDULE 6 - INTEGRATED COMMISSIONING BOARD CONFLICTS OF INTEREST

SCHEDULE 6 - APPENDIX 1 - CONFLICTS OF INTEREST

SCHEDULE 7 - INFORMATION GOVERNANCE PROTOCOL

SCHEDULE 8 - FINANCIAL CONTRIBUTIONS

THIS AGREEMENT is made on
PARTIES

- (1) **The Rochdale Borough Council** of Number 1 Riverside, Smith Street, Rochdale, OL16 1XU (the "**Council**")
- (2) **NHS Heywood, Middleton and Rochdale CLINICAL COMMISSIONING GROUP** of Number 1 Riverside, Smith Street, Rochdale, OL16 1XU (the "**CCG**")

BACKGROUND

- (A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of Rochdale.
- (B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of Rochdale.
- (C) Both the Council and the CCG have been working together during 2016/17 to further develop arrangements for integrated commissioning at a large scale between them, for children and young people, and for adults. These developments are bringing together the large majority of commissioning work undertaken by both Council and CCG in health, social care and allied services into a single, integrated arrangement, enabling the two Partners to act as one in the design, development, procurement and monitoring of services for local people.
- (D) The Better Care Fund, as noted, has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the CCG and the Council establish a pooled fund for this purpose. Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.
- (E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also means through which the Partners will pool funds and align budgets as agreed between the Partners.
- (F) The aims and benefits of the Partners in entering in to this Agreement are to:
 - a) improve the quality and efficiency of the Services;
 - b) meet the National Conditions and Local Objectives;
 - c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue and capital expenditure on the Services;
 - d) facilitate a co-ordinated network of health and social care services, ensure the best use of resources by reducing duplication of service provision
 - e) achieve economies of scale through joint commissioning of health and social care services;
 - f) improve integration of commissioning of health and social care services, improve outcomes for people using both health and social care services
- (G) Improve the opportunity for the integration of health and social care commissioning with other local partnerships critical to the delivery of improved health and social care outcomes. The Partners have jointly carried out consultations on the proposals for this Agreement with all those persons likely to be affected by the arrangements.

- (H) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable, to the extent that exercise of these powers is required for this Agreement.

1 DEFINED TERMS AND INTERPRETATION

- 1.1 In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the following meanings:

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 21, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event

Agreement means this agreement including its Schedules and Appendices.

Approved Expenditure means any authorised expenditure which has been approved by the Integrated Commissioning Board in relation to a scheme or Third Party payment within the Pooled Fund.

Authorised Officers means an officer of each Partner appointed to be that Partner's representative for the purpose of this Agreement.

Better Care Fund means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners.

Better Care Fund Plan means the plan attached at Schedule 5 setting out the Partners plan for the use of the Better Care Fund. **CCG Statutory Duties** means the Duties of the CCG pursuant to Sections 14P to 14Z2 of the 2006 Act

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the date of this Agreement

Commencement Date means 00:01 hrs on 1st April 2017.

Confidential Information means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this Agreement and the Services and:

- (a) which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;
- (b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or
- (c) which is a trade secret.

Contract Price means any sum payable to a Provider under a Service Contract as consideration for the provision of Services and which, for the avoidance of doubt, does not include any Default Liability or Performance Payment with the exception CQUIN on NHS contracts on behalf of the CCG.

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract) to be payable by any Partner(s) to the Provider as a consequence of (i) breach by any or all of the Partners of an obligation(s) in whole or in part under the relevant Services Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Services Contract, liable to the Provider.

Financial Contributions means the financial contributions made by each Partner to a Pooled Fund as set out in Schedule 8

Financial Year means each financial year running from 1 April in any year to 31 March in the following calendar year.

Force Majeure Event means one or more of the following:

- (a) war, civil war (whether declared or undeclared), riot or armed conflict;
 - (b) acts of terrorism;
 - (c) acts of God;
 - (d) fire or flood;
 - (e) prevention from or hindrance in obtaining raw materials, energy or other supplies;
 - (f) any form of contamination or virus outbreak; and
- in each case where such event is beyond the reasonable control of the Partner claiming relief

Functions means the NHS Functions and the Health Related Functions

Health Related Functions means those of the health related functions of the Council, specified in Regulation 6 of the Regulations as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification.

Health and Wellbeing Board means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012.

Host Partner means the Council which will host the Better Care Fund for the Partner's

Indirect Losses means loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis.

Individual Scheme means one of the schemes which is agreed by the Partners to be included within this Agreement listed and detailed in Schedule 1 Parts 1 and 2 using the powers under Section 75 as documented in a Scheme Specification.

Integrated Commissioning means arrangements by which both Partners commission Services in relation to an individual Scheme on behalf of each other or jointly in the exercise of both the NHS Functions and Health Related Functions through integrated structures.

Integrated Commissioning Board means the joint committee established under Regulation 10 of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 as amended which is a decision making body accountable to the Health and Wellbeing Board.

Law means:

- (a) any statute or proclamation or any delegated or subordinate legislation;
- (b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- (c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published

and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and

(d) any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning Arrangements means the arrangements by which one Partner commissions Services in relation to an Individual Scheme on behalf of the other Partner in exercise of both the NHS Functions and the Health Related Functions.

Lead Commissioner means the Partner responsible for commissioning an Individual Service under a Scheme Specification.

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

National Conditions mean the national conditions as set out in the NHS England Planning Guidance as are amended or replaced from time to time.

NHS Functions means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the CCG as are relevant to the commissioning of the Services and which may be further described in each Service Schedule

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 9 and Schedule 8

Overspend means net expenditure within the Pooled Fund for a Financial Year which exceeds the agreed Financial Contributions from each Partner

Partner means each of the CCG and the Council, and references to "**Partners**" shall be construed accordingly.

Permitted Budget means the approved budget provision within the Pooled Fund for payments in relation to Services detailed in Schedule 1 funded from the Pooled Fund or Third Party payments authorised by the Integrated Commissioning Board. Each Permitted Budget will have a budget holder employed by one or other of the Partners.

Permitted Expenditure means approved expenditure in relation to the Scheme Specification detailed in Schedule 1 and any Third Party payments authorised by the Integrated Commissioning Board.

Personal Data means Personal Data as defined by the 1998 Act.

Pooled Fund means the pooled fund established for the Better Care Fund and maintained by the Host Partner as a pooled fund in accordance with the Regulations

Pooled Fund Manager which is the Chief Finance Officer for Integrated Health and Social Care in accordance with Clause 8.

Provider means a provider of any Services commissioned under the arrangements set out in this Agreement.

Public Health England means the SOSH trading as Public Health England.

Quarter means each of the following periods in a Financial Year:

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

and "**Quarterly**" shall be interpreted accordingly.

Regulations means the means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617 (as amended).

Scheme Specification means the specifications setting out the arrangements agreed by the Partners to be commissioned under this Agreement.

Sensitive Personal Data means Sensitive Personal Data as defined in the 1998 Act.

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this Agreement and more specifically defined in each Scheme Specification.

Services Contract means an agreement for the provision of Services entered into with a Provider by one or more of the Partners in accordance with the relevant Individual Scheme.

Service Users means those individual for whom the Partners have a responsibility to commission the Services.

SOSH means the Secretary of State for Health.

Third Party Costs means all such third party costs including legal, finance, audit and other professional fees agreed by the Integrated Commissioning Board

Working Day means 8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

- 1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and Schedules of this Agreement.
- 1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.
- 1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.

- 1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.
- 1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.
- 1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM

- 2.1 This Agreement shall come into force on the Commencement Date. This Agreement shall continue for a period of one year from the Commencement Date or unless it is terminated in accordance with Clause 19.
- 2.2 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification.

3 GENERAL PRINCIPLES

- 3.1 Nothing in this Agreement shall affect:
 - 3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations or
 - 3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 3.2 The Partners agree to:
 - 3.2.1 treat each other with respect and an equality of esteem;
 - 3.2.2 be open with information about the performance and financial status of each; and
 - 3.2.3 provide early information and notice about relevant problems.
- 3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme specification.

4 PARTNERSHIP ARRANGEMENTS

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to establish one or more of the following:
 - 4.1.1 the establishment of one or more Pooled Funds
 - 4.1.2 Integrated Commissioning ;
 - 4.1.3 Lead Commissioning Arrangements

in relation to Individual Schemes The Council delegates to the CCG and the CCG agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.

- 4.2 The CCG delegates to the Council and the Council agrees to exercise on the CCG's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.
- 4.3 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

5 FUNCTIONS

- 5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.
- 5.2 This Agreement shall include such functions as shall be agreed from time to time by the Integrated Commissioning Board.
- 5.3 The Scheme Specification for the use of the Better Care Fund are set out in Schedule 1
- 5.4 Where the Partners add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be in the format set out in Schedule 1, Part 2 and shall be completed between the Partners and approved by the Integrated Commissioning Board.
- 5.5 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
- 5.6 The introduction of any Individual Scheme will be subject to business case approval by and the Integrated Commissioning Board

6 COMMISSIONING ARRANGEMENTS

Integrated Commissioning: Where there are Integrated Commissioning arrangements in respect of an Individual Scheme, both Partners shall work in cooperation and shall endeavour to ensure that the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.

- 6.1 Both Partners shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
- 6.2 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partner's Financial Contribution in respect of that particular Service in each Financial Year.
- 6.3 Each Partner shall keep the other Partner regularly informed of the effectiveness of the arrangements.
- 6.4 The Integrated Commissioning Board will report back to the Health and Wellbeing Board and through the Health and Well Being Board to the Cabinet of Rochdale Borough Council and the Governing Body of Heywood, Middleton. Rochdale Clinical Commissioning Group as required by its Terms of Reference which are attached as schedule 2.
- 6.5 **Lead Commissioning:** Where there is a Lead Commissioning Arrangement in respect of an Individual Scheme. The Lead Commissioner shall develop a Scheme Specification and consult and agree procurement arrangements with the other Partner. In addition the Lead Commissioner will
- 6.4.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;

- 6.4.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.
- 6.4.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
- 6.4.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partners;
- 6.4.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
- 6.4.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
- 6.4.7 undertake performance management and contract monitoring of all Service Contracts;
- 6.4.8 make payment of all sums due to a Provider pursuant to the terms of any Services Contract.
- 6.4.9 keep the other Partner regularly informed of the effectiveness of the arrangements and inform the other Partner of any potential Overspend or Underspend

7 POOLED FUND

- 7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain one Pooled Fund for revenue and capital expenditure as set out in the Scheme Specifications.
- 7.2 The Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.3 It is agreed that the monies held in the Pooled Fund may only be expended on the following:
 - 7.3.1 the Contract Price for Scheme Specifications detailed in Schedule 1;
 - 7.3.2 where the Council is to be the Provider, the Permitted Budget;
 - 7.3.3 Third Party Costs;
 - 7.3.4 Approved Expenditure
- 7.4 The Partners may only depart from the Permitted Budget with the express agreement of the Integrated Commissioning Board.
- 7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners.
- 7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for the Pooled Fund. The Host Partner shall be the Partner responsible for:
 - 7.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
 - 7.6.2 providing the financial administrative systems for the Pooled Fund; and
 - 7.6.3 appointing the Pooled Fund Manager;

- 7.6.4 ensuring that the Pooled Fund Manager complies with his/her obligations under this Agreement.

8 POOLED FUND MANAGEMENT

- 8.1 The Pooled Fund Manager in respect of the Pooled Fund shall have the following duties and responsibilities:

- 8.1.1 the day to day operation and management of the Pooled Fund;
- 8.1.2 ensuring that all income and expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
- 8.1.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services(schemes) and the Pooled Fund;
- 8.1.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
- 8.1.5 reporting to the Integrated Commissioning Board as required by the Integrated Commissioning Board and the relevant Scheme Specification;
- 8.1.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
- 8.1.7 preparing and submitting to the Integrated Commissioning Board Quarterly reports (or more frequent reports if required by the Integrated Commissioning Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Integrated Commissioning Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.
- 8.1.8 preparing and submitting reports to the Health and Wellbeing Board as required by it.

- 8.2 In carrying out their responsibilities as provided under Clause 8.1 the Pooled Fund Manager shall have regard to the recommendations of the Integrated Commissioning Board and shall be accountable to the Partners.

- 8.3 The Integrated Commissioning Board may agree to the viring within the Pooled Fund

9 FINANCIAL CONTRIBUTIONS

- 9.1 The Financial Contribution of the CCG and the Council to the Pooled Fund shall be as set out Individual Scheme shall be as set out in Schedule 8.

- 9.2 Financial Contributions will be paid as follows :-

9.2.1. By the Council six months in advance, and twice in the Financial Year.

9.2.2. By the CCG monthly on the 1st of each month.

- 9.3 No provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Integrated Commissioning Board minutes and recorded in the budget statement as a separate item.

10 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPEND

RISK SHARE ARRANGEMENTS

- 10.1 The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for financial risks arising within the commissioning of services from the pooled funds.

OVERSPENDS IN POOLED FUND

- 10.2 Subject to Clause 10.3 the Host Partner for the relevant Pooled Fund shall manage income and expenditure from a Pooled Fund within the Financial Contributions and shall ensure that the expenditure is limited to Permitted Budget.
- 10.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Integrated Commissioning Board in accordance with Clause 10.4.
- 10.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Integrated Commissioning Board is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedule 3 shall apply.

UNDERSPEND

- 10.5 In the event that net expenditure from the Pooled Fund in a Financial Year is less than the Financial Contributions made for that Financial Year by each Partner then the underspend will be returned to each Partner on an equal basis (50:50 split) in accordance with the provisions set out in Schedule 3

11 CAPITAL EXPENDITURE

Capital expenditure in line with the capital grant included in the Better Care Fund will be agreed by the Partners. Any underspend in relation to the capital grant will be returned to the Council.

12 VAT

The Host partner (lead body) shall agree the treatment of the Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.

13 AUDIT AND RIGHT OF ACCESS

- 13.1 Both Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund, and shall require the Audit Commission to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998 and once this act is repealed in accordance with the Local Audit and Accountability Act 2014
- 13.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

LIABILITIES AND INSURANCE AND INDEMNITY

- 13.3 Liabilities and Insurance and indemnity Subject to Clause 13.5, and 13.5, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.

- 13.4 Clause 13.3 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Integrated Commissioning Board.
- 13.5 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 13. the Partner that may claim against the other indemnifying Partner will:
- 13.5.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;
 - 13.5.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);
 - 13.5.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
- 13.6 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.
- 13.7 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

14 STANDARDS OF CONDUCT AND SERVICE

- 14.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).
- 14.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.
- 14.3 The CCG is subject to the CCG Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.
- 14.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

15 CONFLICTS OF INTEREST

- 15.1. The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in Schedule 6

16 GOVERNANCE

- 16.1 Overall strategic oversight of Partnership working between the Partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
- 16.2 The Partners have established an Integrated Commissioning Board to be the decision making body in line with implementation of all the schemes in the BCF Pooled Fund, and to lead the further work of the Partnership to extend integrated commissioning.
- 16.3 The terms of reference of the Integrated Commissioning Board are as set out in Schedule 2
- 16.4 The Integrated Commissioning Board is accountable to the Health and Wellbeing Board. Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 16.5 The Integrated Commissioning Board shall be responsible for the overall approval of the Services, ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

17 REVIEW

- 17.1 The Integrated Commissioning Board will review the Partnership arrangements annually.
- 17.2 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

18 COMPLAINTS

The Partners' own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services.

19 TERMINATION & DEFAULT

- 19.1 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification provided that the Partners ensure that the Better Care Fund requirements continue to be met.
- 19.2 If any Partner fails to meet any of its obligations under this Agreement, the other Partner may by notice require the Partner to take such reasonable action within a reasonable timescale as the other Partner may specify to rectify such failure. Should the Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for dispute resolution in accordance with Clause 20.
- 19.3 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clauses
- 19.4 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users
- 19.5 Upon termination of this Agreement for any reason whatsoever the following shall apply:
 - 19.5.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

- 19.5.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;
- 19.5.3 the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.
- 19.5.4 where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request the Lead Commissioner to assign the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.
- 19.5.5 the Integrated Commissioning Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and
- 19.5.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.
- 19.6 In the event of termination in relation to an Individual Scheme the provisions of Clause 19 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

20 DISPUTE RESOLUTION

- 20.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.
- 20.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 20.1, at a meeting convened for the purpose of resolving the dispute.
- 20.3 If the dispute remains after the meeting detailed in Clause 20.2 has taken place, the Partners' respective Chief Executive, Chief Officer or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 20.4 If the dispute remains after the meeting detailed in Clause 20.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

20.5 Nothing in the procedure set out in this Clause 20 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

21 FORCE MAJEURE

21.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.

21.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.

21.3 As soon as practicable, following notification as detailed in Clause 21.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 21.4, facilitate the continued performance of the Agreement.

21.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

22 CONFIDENTIALITY

22.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 22, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

22.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

22.1.2 the provisions of this Clause 22 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

(b) is obtained by a third party who is lawfully authorised to disclose such information.

22.2 Nothing in this Clause 22 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

22.3 Each Partner:

22.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and

22.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 22.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 22;

22.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

23 FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS

23.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

23.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 23 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations

24 OMBUDSMEN

The Partners will co-operate with any investigation undertaken by the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them) in connection with this Agreement.

25 INFORMATION SHARING

The Partners will follow the Information Governance Protocol set out in Schedule 7, and in so doing will ensure that the operation this Agreement complies with Law, in particular the 1998 Act.

26 NOTICES

26.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class post. The address for service of each Partner shall be as set out in Clause 26.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

26.1.1 personally delivered, at the time of delivery;

26.1.2 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and

26.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate). The address for service of notices as referred to in Clause 26.1 shall be as follows unless otherwise notified to the other Partner in writing:

26.2.1 if to the Council, addressed to the Assistant Director (Legal, Governance and Workforce) Rochdale Borough Council, Floor 2 Number One Riverside, Smith Street, Rochdale, OL16 1XU;

Tel: 01706 924811

and

26.2.2 if to the CCG, addressed to the Chief Officer NHS HMR CCG, PO Box 100, Rochdale, OL16 9NP;

Tel: 01706 652853

27 VARIATION

No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

28 CHANGE IN LAW

28.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

28.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

28.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 20 (Dispute Resolution) shall apply.

29 WAIVER

No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy.

30 SEVERANCE

If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

31 ASSIGNMENT AND SUB CONTRACTING

The Partners shall not sub contract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed. This shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions.

32 EXCLUSION OF PARTNERSHIP AND AGENCY

32.1 Nothing in this Agreement shall create or be deemed to create a Partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

32.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

32.2.1 act as an agent of the other;

32.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or

32.2.3 bind the other in any way.

33 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

34 ENTIRE AGREEMENT

- 34.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.
- 34.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

35 GOVERNING LAW AND JURISDICTION

- 35.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 35.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement has been executed by the Partners on the date of this Agreement

EXECUTED AS A DEED BY affixing)
THE COMMON SEAL of)
THE ROCHDALE BOROUGH COUNCIL)

Authorised Signatory

Name:
Position

Signed for on behalf of **CLINICAL
COMMISSIONING GROUP**

Authorised Signatory

SCHEDULE 1 PART 1 – SCHEME SPECIFICATION Scheme

Level Spending Plan

2017/18 Schemes	Summary Description	Investment £000
A) Intermediate Tier Service - Year 2	The ITS mobilised 1 st September 2015. This was a lead provider collaborative model commissioned on an outcomes based model.	£5,932,079
B) Re-ablement including Telecare, Dementia and Equipment	Co-produce with patients, service users, public and voluntary and community sector improvements in self-care. Including care navigators, advanced assistive technology, patient held records and the development of Dementia Friendly Communities.	£1,407,050
C) Carers	The Carers re-commissioning commenced with a survey of carers in order to understand their top priorities The findings have identified the top 3 areas of concern for Carers and their families. A specification for a new universal offer for carers has been developed. The procurement has now been completed and the new service will be implemented from May 2017. This work is aligned to the 'Living well with Dementia' pathway redesign work that is also in progress as part of the Rochdale Locality Plan.	£490,668
Di) Capital allocations	Disabled Facilities Grant Equipment and adaptations are a key enabler to maintaining independent living. There is an agreed programme of DFG work for 2017/18 including the delivery of an integrated telecare/ telehealth strategy. There are also resources carried over from 2016/17 for investment by the ICB and the Springhill scheme.	£4,169,882
Dii) Implementation of the Care Act	The Care Act monies will be used for the provision of advocacy services.	£197,926
Diii) Protecting Social Care Services	Ensure existing services commissioned under 256 agreements are aligned to the objectives of transforming integrated working and continue to protect social care.	£9,333,084
E) Investment into Adult Social care Services	Maintaining social care services and managing growth in demand, supporting providers to develop their services to contribute to a stronger and sustainable system and supporting innovation particularly in relation to out of hospital care.	£5,167,557
TOTAL		£26,698,246

SCHEDULE 1 PART 2 - SCHEME SPECIFICATION

A – Detailed Scheme Specification

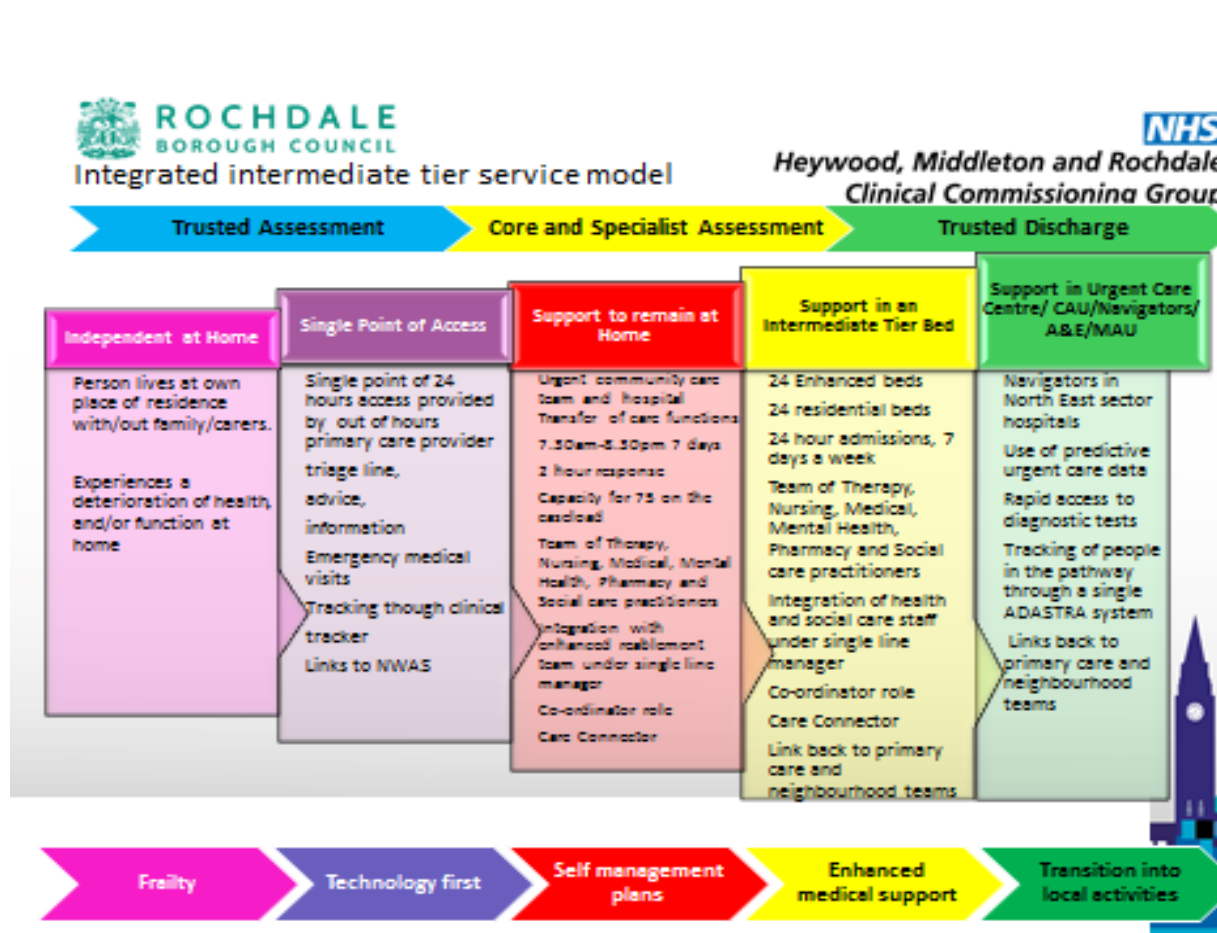
Scheme ref no.

A – Recommissioning and redesign of an Intermediate Care Tier of Service

Overview of the scheme

The Intermediate Tier of Service went live on 1st October 2015. The new service model is commissioned for patients to access aged 18+, as a step up and step down 24/7 provision.

The service comprises of 2 hour Urgent Care Community Team response, 7 days per week between the hours of 8am-8pm, support at home, support in enhanced nurse led unit, access to consultant assessment, access to intensive home care and access to mental health support. A Comprehensive Geriatric Assessment is used within the Intermediate tier whether at home or in bed based provision. A team of multi-disciplinary and skilled staff who work collaboratively to problem solve and adapt their approach to fit the patients' and carers' needs has been developed.



The new Intermediate Tier is led by The Pennine Acute NHS Hospitals Trust with support from partner organisations including Rochdale Borough Council Adult Social Care, the Big Life Company, GP Care, The Pennine Care Foundation Trust and BARDOC (Bury and Rochdale Doctors on call).

The Intermediate Tier comprises a number of provisions functioning together and in support of each other to provide a seamless service. The main provisions are:

- The Urgent Care Team's integrated rapid response service

- Home care support
- Enhanced beds units

The Urgent Care Team

- Calls to the **single point entry** are taken by the Urgent Care Team, based at Rochdale Infirmary.
- Telephone triage will assess the needs of the patient.

Based on the assessment, the patient will either be:

- **Treated at home** – the Urgent Care Team will visit the patient within one hour and can treat and monitor the patient in their home. Working with social care and third sector providers, an intensive health and/or social care package can be devised to support the on-going care of the patient in their home and/or in the community.
- **Or admitted to an enhanced beds unit** (see below for more information) for monitoring, observation and further treatment if required.

The Urgent Care Team includes GPs, social care assessors and advanced nurse practitioners, including prescribers, who will provide a rapid response service – within one hour – and can prescribe medication in the community.

Home care support

The STARS plus team also form part of the new offer. STARS plus is a rapid response service which provides intensive support for people at home for up to 14 days. This service can help around 20 people at any one time and works alongside the regular STARS team, with STARS plus supporting people with more acute needs.

Enhanced beds units

As part of the £7 million investment in the Intermediate Tier model, Heywood, Middleton and Rochdale Clinical Commissioning Group (HMR CCG) and Rochdale Borough Council have commissioned two bed based units, each with 24 beds, at Rochdale Infirmary and Tudor Court.

These units replace the previous residential care beds at Tudor Court and Springhill Resource Centre with a new GP-led health and social care model that encompasses:

- daily multidisciplinary team meetings and medication reviews
- intensive rehabilitation and re-ablement
- access to:
 - dedicated GPs
 - occupational therapy
 - physiotherapy
 - nurses and advance nurse practitioners
 - social and support workers
 - pharmacy technicians

The purpose of these units is to enable people to avoid hospital admission and access more intensive treatment closer to home, leading to a reduced length of stay, faster recovery and discharge – with integrated health and social care continuing at home and in the community if required.

Investment requirements

Contract with Pennine Acute

£5,705,212

Contribution to STaR's Plus Re-ablement Service £226,867

Total investment required in 2017/18 £ 5,932,079

B – Detailed Scheme Specification

Scheme name	
B - Reablement	
Scheme Overview	
<p>The purpose of this scheme is to ensure timely and responsive services closer to home to meet the needs of patients with a range of health and social care needs. The scheme delivers a range of services which promote increased independence through targeted reablement plans, thereby reducing people’s reliance upon long term services and admissions to residential services.</p> <p>This scheme delivers the local approaches of ‘assess to admit’ through the enhancement of community services as an alternative to admission to acute services and to facilitate discharges.</p>	
Reablement	
<p>The reablement services in the BCF support citizens with a range of long term conditions to remain living independently in the community for as long as possible. A number of services are delivered to achieve this:</p> <p>Social Care support for people with dementia admitted to the specialist Oasis Unit to reable them and to help them to remain living independently for as long as possible. This service also provides support to their carers to help them to improve their health and wellbeing and to continue caring.</p> <p>Community Navigators in the Integrated Neighbourhood Teams to support people with dementia to access services/ projects resources in the community to enable them to remain living independently.</p> <p>Outreach support for people in Care Homes to manage their behaviour and enable them to continue living in a community setting.</p> <p>Support workers in the memory clinic to enable everyone with a dementia diagnosis to live well with dementia.</p> <p>A support service for people who have had strokes to enable them to access support to recover their independence and improve their wellbeing.</p> <p>Investment in equipment that enables people to remain independent despite being diagnosed with a long term condition.</p>	
Investment requirements	
Dementia Support in Adult Care	£142,410
Mental Health Outreach Workers	£100,729
Memory Clinic Dementia Workers	£47,969
Re-ablement for people after stroke	£130,097
Investment Fund	£49,121
<u>Equipment Loan Store Costs</u>	<u>£936,724</u>
Total investment required 2017/18	£1,407,050

C – Detailed Scheme Specification

Scheme name
C - Carers recommissioning
Overview of the scheme
<p>According to the 2011 Census, there were 23,260 people in the Borough who class themselves as Carers. The Health and Social Care system relies on carers being willing, able and fit enough to continue caring. In 2011 the economic value of the contribution of carers in the UK was estimated to be £119 million. Investing in support for carers to maintain their caring role, if they choose to do so, reduces the demand for statutory services and supports people to continue to live independently for as long as possible therefore improving outcomes for both the carer and the cared for person.</p> <p>The provision of services that support carers is, therefore, a key strategic objective for the health and social care system.</p> <p>Under the Care Act (2014) Local Authorities now have a statutory duty to provide services that support carers to carry out their caring role and maintain their health and wellbeing if they are eligible under the eligibility criteria. Some of the carers needs are met via the care that is provided for the service users e.g. respite care for the service user which provides the carer with a break.</p> <p>In addition to the above it is important that a range of preventative services are available for carers to ensure that they can access appropriate information, advice and support to maintain their own health and wellbeing so that they can continue in their caring role, for as long as possible, if they choose to do so. A robust preventative offer that increases the number of carers who can access support at the early stages of their caring role will reduce the risk of carer breakdown and ultimately costs in the acute sector.</p> <p>As part of the Better Care Fund plan in 2015/16 it was agreed that current funding available from Health and Social Care for Carers services would be used to recommission the universal offer for Carers in 2016/17. This has been achieved and a new Provider Ncompass/Child Action North West was selected via a competitive tendering process to deliver the Carers hub in Rochdale.</p> <p><i>The Carers' Hub Rochdale</i> <i>Following the competitive procurement process for the service The Carers' Hub Rochdale is being delivered by n-compass Northwest Ltd (supporting adult carers) and Child Action Northwest (supporting young carers). Both organisations have a vast amount of experience in delivering high quality and innovative carers' support services.</i></p> <p><i>The Carers' Hub Rochdale provides a single point of access for all carers in the borough ensuring that Carers' have access to a wide range of support services which could include-</i></p> <ul style="list-style-type: none"><i>• Information, advice and guidance</i><i>• 1-2-1 or group support</i><i>• Peer support</i><i>• Support to access community, health and wellbeing services</i><i>• Support to take a break including access to volunteer sitting in services</i><i>• Access to training and much more</i> <p><i>These support services are designed to help Carers' continue in their caring role for as long as they choose and to reduce the impact the caring role can have on a Carer's own health and wellbeing.</i></p> <p><i>The design will be delivered as neighbourhood based outreach services that offer excellent value for money and create more frontline capacity in seeking out those who need support and meeting the key outcomes of the service specification.</i></p>

In addition some money has been set aside to commission a night service to support carers who need support with their caring role during the night and some money has been set aside to cover any costs associated with the Carers GP locally enhanced service in 2017/18.

Investment requirements

Carer's Night Sitting Service	£80,000
Carer's Locally Enhanced Services	£10,000
<u>Universal Carers Contract</u>	<u>£400,668</u>
Total investment required 2017/18	£490,668

*** Note –the carers universal service contract and the night sitting service includes some of the funding from the Care Act element of the BCF, £439,074.**

D – Detailed Scheme Specification

Scheme ref no.
D – Protecting Social Care Services, Care Act Monies and Disabled Facilities Grants
Scheme Overview
<p>Di) Protecting Social Care Services</p> <p>Better Care Funding should be utilised to protect social care services that support the delivery of whole system outcomes and the sustainability of the health and social care system. The total investment in the BCF to support this objective in 2017/18 is £9,333,084. The social services that will be protected are:</p> <p>The hospital discharge service which supports people in hospital with social care needs to have effective and timely discharges and therefore increases the flow of patients through hospital and reduces delayed transfers of care.</p> <p>The STARS Reablement Service which supports people at home who have been discharged from hospital and need help to regain their mobility and independence. The service enables timely discharge from hospital and reduces delayed transfers of care and reduces or delays the demand for more acute services e.g. residential care</p> <p>Mental Health assessment and support planning and mental health commissioning. These services support people with severe and enduring mental illnesses and ensure that they have the least restrictive interventions and are supported in the community wherever possible and therefore reduce hospital admissions.</p> <p>Dii) Care Act Monies</p> <p>The Care Act introduced new rights for Carers to have their needs assessed as carers and to be able to access services to meet those needs should they be deemed to meet the eligibility criteria. A new service offer that will provide a comprehensive information and advice service and support for carers with low to medium level needs will be commissioned as part of the BCF work plan. The Care Act monies within the BCF will be used to fund this new service.</p> <p>The Care Act also introduced a new right to advocacy for those people who need help to understand adult care assessment processes and support to complete an assessment where they have nobody who can act as an advocate for them. Some of the Care Act monies will be used to fund the advocacy services provided by the Council.</p> <p>A new Dementia hub service is being recommissioned to support a range of service users with Dementia and their carers. The service is innovative and will provide comprehensive information and advice services and provision including residential care, day care and health services. In order to accommodate the refurbishment of the building a small amount of money is required to fund a temporary relocation of the day service.</p> <p>Diii) The Disabled Facilities Grant supports people to remain in their own homes through providing both minor and major adaptations to their properties and providing a range of assistive technologies and equipment that support independent living and provide reassurance for carers. There is also capital funding available from 2016/17 carry forward of budget to fund the Springhill scheme and other as yet to be determined capital schemes.</p>
Investment requirements

Di)Funding Adult Care Services

Staff led services including assessment and care management, occupational therapy and community mental health teams jointly located with Health staff	£3,850,000
Prevention – contracted services	£1,058,000
Community Restart for adults with Mental Health issues	£463,000
intermediate care and reablement	£1,456,084
Adults with Mental Health as a primary care reason- commissioned services	£2,506,000

Total investment required in 2017/18 to fund Adult Social Care services £9,333,084

Dii)Funding Changes Arising from the Care Act

Contribution to New Advocacy Services	£197,926
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NOTE- the carers universal service contract and the night sitting service includes some of the funding from the Care Act element of the BCF, £439,074. (See section C above)

Diii-a, Disabled Facilities Grant (DFG)

Main Programme	£1,500,000
Minor Adaptations	£100,000
Assistive Technology	£50,000
Disabled – Home Repairs Assistance	£100,000
DFG Top Up Grant	£50,000
Stairlift Maintenance Programme	£100,000
Prevention- Falls, Dementia, Damp Conditions	£50,000
Repairs To Adaptations	£20,000
Changing Places	£15,000
Care Homes Offer	£200,000
Contingency	£58,351
2016/17 DFG brought forward	£505,531

Total allocation of DFG grant in 2017/18 £2,748,882

Diii-b,Additional Capital Funding carried over from 2016/17

General	£672,000
<u>Springhill Scheme</u>	<u>£749,000</u>
iii-Total capital investment available in 2017/18	£4,169,882

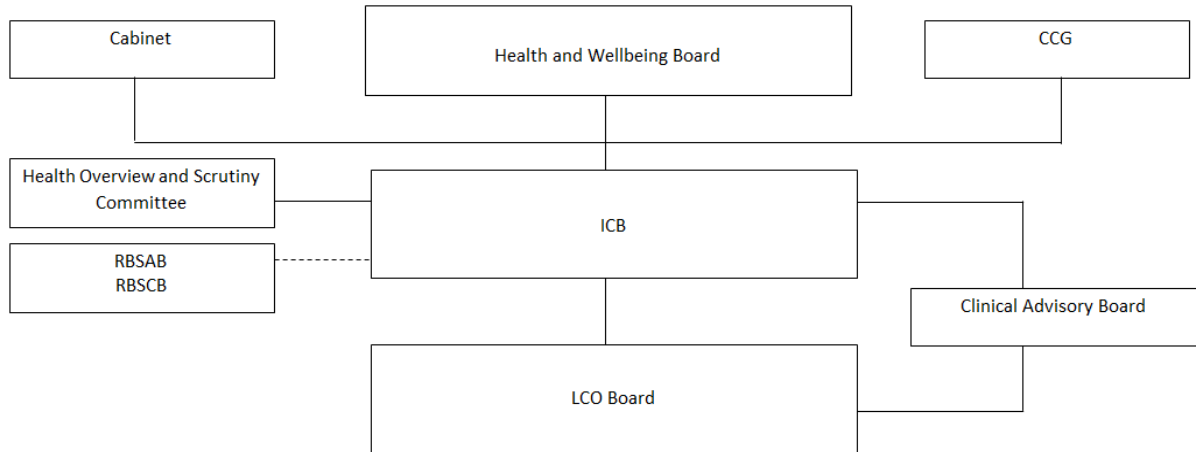
E – Detailed Scheme Specification

Scheme ref no.	
E – Investment into Adult Social Care Services.	
Scheme Overview	
Maintaining social care services and managing growth in demand, supporting providers to develop their services to contribute to a stronger and sustainable system and supporting innovation particularly in relation to out of hospital care.	
Investment requirements	
Growth anticipated new demand	£500,000
Savings – Care Act monies (part delivery of the £2m savings)	£1,000,000
Reducing packages – smooth implementation of 16/17 savings up to 19/20	£167,557
Provider Strategic Development, and Provider Contractual arrangements	£500,000
Local Innovation Pot linked to Social Care (potential link to 3rd Sector)	£800,000
Locality plan 17/18 Gap	£2,000,000
Temporary Staffing – Waiting lists	£200,000
TOTAL	£5,167,557

SCHEDULE 2 - GOVERNANCE

The diagram below illustrates the governance arrangements for the commissioning and delivery of integrated health and social care services in Rochdale Borough, including the Better Care Fund (BCF).

Governance for Health and Care Rochdale Locality



The Terms Reference for the Integrated Commissioning Board are attached as appendix 1 of schedule 2.



Schedule Appendix 1

2, **NHS**
Heywood, Middleton and Rochdale
Clinical Commissioning Group

INTEGRATED COMMISSIONING BOARD

TERMS OF REFERENCE

1. To commission high quality health, social care and related services for the people of the Borough of Rochdale in order to meet assessed population, community and individual need, within the financial resources over which the Board has control.
2. To agree the Health, Social care and Well-being commissioning strategies and commissioning outcomes for Rochdale Borough Council (RBC) and NHS Heywood, Middleton and Rochdale Clinical Commissioning Group (HMRCCG) in accordance with the agreed delegations from RBC and HMRCCG.
3. To manage all the pooled budgets established under section 75 of the National Health Service Act 2006.
4. To agree the allocation of resources for the delivery of the integrated commissioning strategies through the use of pooled or aligned budgets from HMRCCG and RBC. This will ensure that the wellbeing, social care and health-related functions of RBC and the prescribed functions of HMR CCG in commissioning health-related services are undertaken.
5. To approve the associated strategic plans and work programmes prepared by the integrated commissioning programme leads
6. To approve integrated workforce development strategies and plans and associated resource allocations.

STATUTORY AND PROCEDURAL BASIS

The Integrated Commissioning Board has been established by NHS Heywood, Middleton and Rochdale Clinical Commissioning Group (HMR CCG) and Rochdale Borough Council (RBC) pursuant to the the NHS Bodies and Local Authorities Partnership Regulations 2000 as amended, and derives its authority and decision-making powers from these two organisations.

The Integrated Commissioning Board is established as joint committee under the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (as amended) whereby prescribed NHS bodies and local authorities may form such a joint committee to take responsibility for the management of partnership arrangements established in accordance with that Order.

The Local Authorities (Executive and Alternative Arrangements) (Modification of Enactments and Other Provisions) (England) Order 2001 provide that where a local authority operates executive arrangements, the terms “executive” and “executive arrangements” have the same meaning as in Part II of the Local Government Act 2000.

ACCOUNTABILITY

1. The Integrated Commissioning Board will report to the Health and Wellbeing Board on the achievement of outcomes for commissioned services in meeting the agreed objectives. The Health and Wellbeing Board shall report concerns that cannot be resolved with the Integrated Commissioning Board to RBC and the HMRCCG.
2. The Integrated Commissioning Board will report to RBC and HMRCCG on the performance of the commissioning strategy and implementation and on the effective use of resources

Members of the Integrated Commissioning Board who have the delegated accountability on behalf of RBC and HMRCCG to manage the functions of the Board shall be responsible for reporting to their respective bodies any concerns with regard to the functioning of the Board and the capacity of the Board in fulfilling their constitutional or statutory functions.

INTEGRATED COMMISSIONING BOARD WORKING ARRANGEMENTS

In pursuance of the terms of reference, the Integrated Commissioning Board shall:

1. Assure the HWBB on the delivery of commissioning for outcomes identified in the Joint Strategic Needs Assessment (JSNA) and specifically those identified as priority outcomes.
2. Oversee the development and establishment of integrated commissioning arrangements in the Borough, ensuring that the requirements of both HMRCCG and RBC are met, that they are based on best practice, and strategic alignment to the intent of the Greater Manchester Devolution Agreement, and specifically the Greater Manchester Health and Social Care Partnership, is maintained.
3. Govern the arrangements for integrated commissioning providing assurance to HMRCCG and RBC that their statutory responsibilities are being met, their strategic objectives are being addressed and that their combined resources are being used to best effect.
4. Govern the arrangements with strong clinical assurance and democratic accountability.
5. Be accountable for the achievement of the agreed commissioning strategies and plans on behalf of HMRCCG and RBC.

6. Ensure that the integrated commissioning strategies describe how the outcomes and objectives set out in the section 75 Agreements and aligned budget arrangements and the high-level strategic goals and outcomes of HMR CCG and RBC are to be achieved.
7. Be accountable for the commissioning of a Local Care Organisation (LCO) and for the assurance of the effectiveness of the LCO to meet the health, care and wellbeing outcomes for Rochdale
8. Commit the resources within the pooled fund to achieve the objectives of the integrated commissioning strategies, within the level of delegated resources assigned to it.
9. Be responsible for developing a joint financial plan to underpin the overall commissioning strategy and providing direction in relation to investments and savings to be made by both partners.
10. Undertake an annual work-plan within the agreed budget to implement the integrated commissioning strategies. The work-plan will include the priorities for each operational commissioning programme for that year.
11. Set the standards for, and to monitor and review the outcomes and performance of commissioned services in line with the integrated commissioning strategy and work-plan, identifying areas for improvement and areas of good practice, taking action where outcomes and performance fall short of requirements
12. Ensure the engagement of stakeholder groups, including users, patients and carers, providers and community organisations, in the commissioning cycle including where appropriate the co-design of commissioned services, the formulation of the integrated commissioning strategy and the annual work-plan.
13. Hold the Integrated Commissioning Directorate and the individual commissioning teams of the Partners to account for the performance and delivery of commissioning programmes as required by the agreed commissioning plan/strategy, the annual work-plan, and the section 75 Agreements.
14. Identify, record, mitigate and manage all risks associated with integrated commissioning, including the maintenance of a risk register which shall be included on the corporate risk registers of both HMRCCG and RBC.
15. Review regular performance and financial monitoring reports and ensure, if required, appropriate actions are taken to ensure annual delivery of expected performance targets and approved schemes within permitted budget for the financial year.

MEETINGS OF THE INTEGRATED COMMISSIONING BOARD

Formal public meetings of the Integrated Commissioning Board shall be held on a quarterly basis, with further meetings convened as required with the agreement of the Chair and Vice Chair. If the business to be considered involves confidential or exempt business, the Board can resolve to exclude the public during consideration of that business.

Members of the Board shall meet on an informal basis on further occasions to consider matters such as policy and strategy development, operational issues arising etc in order to formulate recommendations, where appropriate, for formal consideration and determination by the Board.

1. Membership

The voting membership of the Integrated Commissioning Board shall comprise an Independent Chair and membership drawn from the HMRCCG and RBC.

Independent Chair

An Independent Chair of the Board shall be appointed by the partners. The Independent Chair shall vote only to determine a matter in the event of an equality of votes.

A Vice Chair of the Board shall be appointed on a rotating annual basis between a HMRCCG member and an RBC member to chair meetings of the Board in the absence of the Chair. The Vice-Chair shall not have a second or casting vote.

The Partners have determined their voting memberships of the Board as follows –

HMRCCG

- *One GP member*
- *Clinical Chair*
- *Chief Accountable Officer or nominee*
- *One Lay Member*

RBC

- Cabinet member with responsibility for Adult Services
- Cabinet member with responsibility for Children's Services
- Cabinet member with responsibility for Health and Wellbeing
- Cabinet member with responsibility for Finance

A nominated substitute is permitted to attend and vote in the absence of a Board member provided that notification of the substitution arrangement is given to RBC Governance Services by noon on the working day prior to the meeting and the nominated substitute is eligible to serve.

The voting membership shall be supported by the following attending Advisors –

- The Joint Director for Integrated Commissioning

HMRCCG

- Chief Finance Officer
- Director with responsibility for Primary Care, Quality and Support Services and Exec Nurses
- Chair of the Clinical and Professional Advisory Board
- One GP
- One Lay Member

RBC

- Chief Executive
 - Director of Adult Care
 - Director of Children's Services
 - Director of Public Health and Wellbeing
 - Chief Finance Officer
 - Monitoring Officer
-
- Any further persons, including further Officers of HMRCCG and RBC, as the Board consider appropriate

2. Quorum

The quorum shall be three voting members from each partner organisation.

3. Voting

The Board shall seek to determine matters by consensus. If there is no dissent, decisions will be taken by the affirmation of the meeting.

If consensus cannot be achieved and in the event of a vote, each voting member from the partner organisations shall have one vote and a decision reached by simple majority. In the event of an equality of votes, the Independent Chair shall exercise a casting vote.

4. Conduct and Declarations of Interest

Members of the Integrated Commissioning Board shall comply with the requirements of the Codes and Protocols of their respective organisations.

With regard to the business being conducted at meetings of the Board, Members of Rochdale Council shall have regard to the Council's Code of Conduct for Councillors and Voting Co-opted Members at Part 5A to the RBC Constitution and shall declare such interests are required under that Code and shall, where required, withdraw from the meeting.

With regard to the business being conducted at meetings of the Board, Members of HMRCCG shall have regard to Part 8 “Standards of Business Conduct and Managing Conflicts of Interest” of the HMR CCG Constitution and shall declare such interests as are required under that Part and shall, where required, withdraw from the meeting.

An up to date register of members’ interest will be retained. Members will be expected to declare any conflicts of interest at all meetings and the Chair will determine how any conflict will be handled in line with CCG policy and guidelines.

With regard to the business being conducted at meetings of the Board, the Independent chair shall comply with the Constitutional requirements of both RBC and HMRCCG and shall declare such interests as are required of either or both partner’s process and shall, where required, withdraw from the meeting

5. Meetings Procedure Rules

Formal meetings shall be convened and conducted in accordance with the provisions of the Procedure Rules at Part 4 of the RBC Constitution, particularly the Procedure Rules that provide the statutory basis for the conduct of meetings and business, and with the Standing Orders at Appendix C to the HMRCCG Constitution.

Where the statutory or procedural requirements for the conduct of meetings differ between partners, the particular option that addresses the statutory or procedural requirements of each partner, or which accords greater public access, shall apply.

The following provisions shall apply to the formal meetings of the Integrated Commissioning Board

- Agenda and reports will be published and made available at least five clear working days prior to the day of a meeting.
- Papers and meetings will be open to the public except in circumstances where confidential and/or exempt matters are likely to be considered.
- Confidential information means information provided by a Government Department on terms which forbid its public disclosure or information which cannot be publicly disclosed by Court Order.
- Exempt information means
 - (i) Information relating to any individual
 - (ii) Information which is likely to reveal the identity of an individual
 - (iii) Information relating to the financial or business affairs of any particular person (including the authority holding that information)
 - (iv) Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or officer-holders under, the authority
 - (v) Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings
 - (vi) Information which, if disclosed to the public, would reveal that the authority proposes to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or to make an order or direction under any enactment

- (vii) Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

Information is exempt if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information. In all cases, before the public is excluded the meeting must be satisfied that, in all circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

- 28 days public notice of when Key Decisions, as defined at Part 4B of the RBC Constitution, are to be taken shall be given. In the event of less than 28 days notice being provided, the General Exception or Special Urgency provisions of Part 4B of the RBC Constitution shall apply.
- 28 days public notice of the proposed consideration of business in private shall be given. In the event of less than 28 days notice being provided provisions to permit consideration on grounds of urgency as provided for in Part 4B of the Council's constitution shall apply.
- The Integrated Commissioning Board shall be subject to the Council's overview and scrutiny arrangements, including the eligibility of decisions for call-in and review, and the requirement to attend overview and scrutiny meetings.

6. Support

The Integrated Commissioning Board shall establish such operational sub-groups as it considers necessary to ensure the delivery of commissioning outcomes. Such sub-groups shall be kept under review to ensure their relevance going forward.

7. Review of Arrangements

The Integrated Commissioning Board shall review operational arrangements in March each year and, where necessary, make recommendations for amendments to the parent organisations.

SCHEDULE 3 – RISK SHARE AND OVERSPENDS

1 Underspend/Overspends

If a revenue overspend or underspend remains at the end of a financial year, the Partners agree that such Underspend and Overspends will be managed on an equal and shared basis (50/50) in the Financial Year in which they occur.

Each Partner will have to make a Non-Recurrent Payment in line with the ratio 50/50 if a net Overspend remains at the end of the Financial Year.

A net Underspend at the end of the Financial Year will be returned to each Partner in line with the ratio 50/50.

Pooled Fund Management

The Pooled Fund Manager, with full cooperation from each Partner, has the responsibility to report to the Integrated Commissioning Board any such potential Overspends and Underspend with options for addressing them at the earliest opportunity

Actions could include:

- agreeing an action plan to reduce expenditure;
- identifying underspends that can be vired from any other Permitted Budget maintained under this agreement.
- Consider additional contributions from one or both Partners
- Consider decommissioning all or any part of a Service

Should there be a projected Overspend against any of the Individual Schemes, the respective budget holder will seek to rectify this in the first instance before any decision is taken to utilise Underspends on any other schemes.

The Integrated Commissioning Board must authorise any appropriate action. Any virement between schemes must be ratified by the Integrated Commissioning Board

SCHEDULE 4 – PERFORMANCE ARRANGEMENTS

The Integrated Commissioning Board and the Health and Wellbeing Board will receive quarterly formal written reports on the delivery and progress of the Rochdale Better Care Fund plan and progress against the performance measures.

SCHEDULE 5 – BETTER CARE FUND PLAN

The Transformation Plan sets out the boroughs plans for delivering a fully integrated sustainable health and social care system. The key theme of the plan is to strengthen the out of hospital services through an expanded neighbourhood approach to service delivery and ensuring people access the right service in the right place at the right time. The BCF supports the delivery of the transformation plan through the newly commissioned carers' service, the Intermediate Tier service and the reablement services.

There is a requirement in the BCF to meet the BCF metrics and the national conditions. Detailed below are the planned targets for the BCF metrics and an outline of how we will meet the National Conditions.

Health and Well-Being Board Better Care Fund Metrics

5.1 HWB NEA Activity Plan

	Q1 17/18	Q2 17/18	Q3 17/18	Q4 17/18	Total 17/18
HWB Non-Elective Admission Plan* Totals	6,459	6,327	6,591	6,451	25,828

5.2 Residential Admissions

		15/16 Actual	16/17 Plan	17/18 Plan	Comments
Long-term support needs of older people (age 65 and over) met by admission to residential and nursing care homes, per 100,000 population	Annual rate	742.7	716.7	685.3	
	Numerator	255	250	243	
	Denominator	34,333	34,879	35,458	

5.3 Reablement

		15/16 Actual	16/17 Plan	17/18 Plan	Comments
Proportion of older people (65 and over) who were still at home 91 days after discharge	Annual %	84%	83%	85%	
	Numerator	158	160	166	

from hospital into reablement / rehabilitation Services	or				
	Denominator	188	192	195	

5.4 Delayed Transfers of Care

		16-17 Actuals				17-18 plans				Comments
		Q1 16/17	Q2 16/17	Q3 16/17	Q4 16/17	Q1 17/18	Q2 17/18	Q3 17/18	Q4 17/18	
Delayed Transfers of Care (delayed days) from hospital per 100,000 population (aged 18+)	Quarterly rate	689.4	711.4	428.6	373	306.5	432.9	432.9	422.3	
	Numerator (total)	1126	1162	700	611	502	709	709	693	
	Denominator	163,331	163,331	163,331	163,790	163,790	163,790	163,790	164,083	

National Conditions

National Conditions For The Better Care Fund 2017-19	Planned Activity
1) Plans to be jointly agreed	The work that has progressed to develop the transformation plan supports the delivery of the BCF objectives and metrics. The work in relation to developing an integrated commissioning directorate and integrated governance structure supports the ambition to jointly agree plans across the whole health and social care system. This development of the Local Care Organisation also supports this objective.
2) NHS contribution to adult social care is maintained in line with inflation	The NHS contribution to adult social care is maintained in line with inflation.
3) Agreement to invest in NHS commissioned out of hospital services	A significant proportion of the BCF funding is spent on the integrated Intermediate Tier model of Service Delivery which is an out of hospital service. The Transformation plan aims to further strengthen the Intermediate Tier model of service

	<p>delivery and the Integrated Neighbourhood team model of out of hospital service delivery.</p>
<p>4) Managing transfers of care</p>	<p>We have an integrated plan in place for implementing the High Impact Change Model.</p> <p>Early Discharge Planning; We have agreed an approach to setting estimated discharge dates for everyone and we work proactively with individuals regarding their discharge and inform them at appropriate times when they need to make decisions about their ongoing care. We work within the Greater Manchester Hospital Discharge standards when managing the discharge process. We are also developing an information pack to explain the patient journey and how to make a safe discharge of care to the appropriate setting in the community.</p> <p>Monitoring patient flow; We have developed a Safer Bundle methodology for managing patient flow on the Wards.</p> <p>Discharge to Assess; We have established Discharge to Assess (D2A) pathways from acute settings to a variety of different community settings including (as a priority) a person's home or a long term care setting. These D2A pathways have been in place successfully for the last 6 months and are having a marked effect in reducing both the DTOC days lost and the number of days lost because people who are deemed medically optimised are still in an acute setting.</p> <p>We have recently resourced additional D2A activity to cover continuing health care cases (CHC) to enable screening for CHC to occur outside of acute settings.</p> <p>Trusted Assessors; We have arrangements in place for both trusted assessments and trusted assessor roles for re - ablement and rehabilitation pathways. We are working towards full accreditation of trusted assessment/assessor roles for all D2A pathways by September 2017.</p> <p>Multi- disciplinary discharge support; We are proactively engaged in the development of multi- disciplinary integrated discharge teams across the Pennine Acute footprint.</p> <p>Seven day Services; Key elements of social care service provision are provided on a 7 day basis and the integrated discharge teams are moving towards 7 day service provision.</p> <p>Focus on choice; We are engaging with people in hospital early and working with them to prevent choice being a block to discharge. We maximise the use of the discharge to assess service to encourage discharge to assessment and recovery places where choices can be made regarding long term placements.</p>

Enhancing health in care homes; Within the local transformation plan we have a project which is aimed at improving health care within the care homes across the borough through the appointment of neighbourhood nurses who will work closely with the care homes to actively case manage the residents of the homes to ensure that they access the correct health support to reduce the need for hospital admissions. This will be supported by an expansion of the urgent care team in the Intermediate Tier Service to respond to requests for health support by the care homes. Additional pharmacy support will be provided to care homes to enable medication reviews to be carried out for residents in care homes every 6 months and we are looking to provide assistive technology and adaptations to care homes to support the service users to have an improved quality of life.

SCHEDULE 6

Integrated Commissioning Board

Draft Code - Conflict of interest

1. Introduction

The Integrated Commissioning Board has been established by NHS Heywood, Middleton and Rochdale Clinical Commissioning Group (HMR CCG) and Rochdale Borough Council (RBC) pursuant to the the NHS Bodies and Local Authorities Partnership Regulations 2000 as amended, and derives its authority and decision-making powers from these two organisations.

The Integrated Commissioning Board is established as joint committee under the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (as amended) whereby prescribed NHS bodies and local authorities may form such a joint committee to take responsibility for the management of partnership arrangements established in accordance with that Order.

The Local Authorities (Executive and Alternative Arrangements) (Modification of Enactments and Other Provisions) (England) Order 2001 provide that where a local authority operates executive arrangements, the terms “executive” and “executive arrangements” have the same meaning as in Part II of the Local Government Act 2000.

Accountability

The Integrated Commissioning Board will report to the Health and Wellbeing Board on the achievement of outcomes for commissioned services in meeting the agreed objectives. The Health and Wellbeing Board shall report concerns that cannot be resolved with the Integrated Commissioning Board to RBC and the HMRCCG.

The Integrated Commissioning Board will report to RBC and HMRCCG on the performance of the commissioning strategy and implementation and on the effective use of resources

Members of the Integrated Commissioning Board who have the delegated accountability on behalf of RBC and HMRCCG to manage the functions of the Board shall be responsible for reporting to their respective bodies any concerns with regard to the functioning of the Board and the capacity of the Board in fulfilling their constitutional or statutory functions

2. Sources

This guidance has been developed with reference to the following policies and procedures:

Managing Conflicts of Interest: Statutory Guidance for CCGs, NHS England, 2014
Substantive Guidance on the Procurement, Patient Choice and Competition Regulations, Monitor, 2013

This code of practice relies heavily on the NHS England statutory guidance cited above, and to a lesser extent on the conflicts of interest policy of the University of Southampton. Grateful acknowledgement is made to both organisations for use of their material.

3. Aims of this code of practice

The aims of this code of practice are as follows:

- To enable decisions to be made on a fair, objective, consistent and transparent basis, reliant on

objective evidence without bias arising from conflicts of interest

- To demonstrate that they are acting fairly and transparently and in the best interest of patients, users and local populations;
- To ensure compliance within the legal framework, but without being bound by over-prescriptive rules that risk stifling innovation;
- To safeguard clinically-led commissioning, whilst ensuring objective investment decisions;
- To provide the public, providers, Parliament and regulators with confidence in the probity, integrity and fairness of commissioners' decisions;

4. Definition of conflicts of interest

A conflict of interest occurs where an individual's ability to exercise judgement, or act in a role, is or could be impaired or otherwise influenced by his or her involvement in another role or relationship. The individual does not need to exploit his or her position or obtain an actual benefit, financial or otherwise, for a conflict of interest to occur.

As well as direct financial interests, conflicts can arise from an indirect financial interest (e.g. payment to a spouse) or a non-financial interest (e.g. reputation). Conflicts of loyalty may arise (e.g. in respect of an organisation of which the individual is a member or with which they have an affiliation). Conflicts can also arise from personal or professional relationships with others, e.g. where the role or interest of a family member, friend or acquaintance may influence an individual's judgement or actions, or could be perceived to do so. Depending upon the individual circumstances, these factors can all give rise to potential or actual conflicts of interest.

For a commissioner of health, social care and allied services, a conflict of interest may therefore arise when their judgment as a commissioner could be, or be perceived to be, influenced and impaired by their own concerns and obligations as a provider.

Relevant issues to bear in mind include:

- a perception of bias, wrongdoing, impaired judgement or undue influence can be as detrimental as any of them actually occurring;
- if in doubt, it is better to assume the existence of a conflict of interest and manage it appropriately rather than ignore it; and
- for a conflict of interest to exist, financial gain is not necessary.

Taking this definition into account, a key rule is that the ICB must not award a contract for the provision of healthcare services or social care, or allied services, where conflicts, or potential conflicts, between the interests involved in commissioning such services and the interests involved in providing them affect, or appear to affect, the integrity of the award of that contract.

The ICB must keep a record of how it managed any such conflict in relation to all commissioning contracts it enters into. This record should be published.

5. Safeguards for the ICB

The general safeguards that will be needed to manage conflicts of interest depend to some degree on at what stage in the commissioning cycle decisions are being made. The following principles will need to be integral to the commissioning of all services, including decisions on whether to continue to commission a service, such as by contract extension.

The fundamental approach of the ICB can be summarised as consisting of three principles:

- **Disclose always**
- **Manage the conflict in most cases**
- **Prohibit the activity when necessary**

Conflicts of interest can be managed by:

- **Doing business appropriately.** If commissioners get their needs assessments, consultation mechanisms, commissioning strategies and procurement procedures right from the outset, then conflicts of interest become much easier to identify, avoid and/or manage, because the rationale for all decision-making will be clear and transparent and should withstand scrutiny;
- **Being proactive, not reactive.** Commissioners should seek to identify and minimise the risk of conflicts of interest at the earliest possible opportunity
- **Assuming that individuals will seek to act ethically and professionally, but may not always be sensitive to all conflicts of interest.** Rules should assume people will volunteer information about conflicts and, where necessary, exclude themselves from decision-making, but there should also be prompts and checks to reinforce this;
- **Being balanced and proportionate.** Rules should be clear and robust but not overly prescriptive or restrictive. They should ensure that decision-making is transparent and fair, but not constrain people by making it overly complex or cumbersome;
- **Openness.** Ensuring early engagement with patients, users, the public, clinicians, practitioners and other stakeholders, including Healthwatch, in relation to proposed commissioning plans;
- **Responsiveness and best practice.** Ensuring that commissioning intentions are based on local health needs and reflect evidence of best practice – securing support from local stakeholders to the case for change;
- **Transparency.** Documenting clearly the approach taken at every stage in the commissioning cycle so that a clear audit trail is evident;
- **Securing expert advice.** Ensuring that plans take into account advice from appropriate health, social care and other professionals.
- **Engaging with providers.** Early engagement with both incumbent and potential new providers over potential changes to the services commissioned for a local population
- **Creating clear and transparent commissioning specifications** that reflect the depth of engagement and set out the basis on which any contract will be awarded;
- **Following proper procurement processes and legal arrangements,** including even-handed approaches to providers;
- **Ensuring sound record-keeping, including up to date registers of interests;**
- **A clear, recognised and easily enacted system for dispute resolution.**

These general processes and safeguards should apply at all stages of the commissioning process, but will be particularly important at key decision points, e.g., whether and how to go out to procurement of new or additional services.

6. Register of interests

The ICB must maintain a register of interest of its members, which is reflected in the register of interests of its constituent Partners. This register of interest must be published and the ICB must make arrangements to ensure that members of the public have access to these registers on request.

The ICB must make arrangements to ensure individuals declare any conflict or potential conflict in relation to a decision to be made by any group as soon as they become aware of it, and in any event within 28 days. The ICB must record the interest in the registers as soon as they become aware of it.

The ICB must ensure that, when members declare interests, this includes the interests of all relevant individuals within their own organisations who have a relationship with the ICB and who would potentially be in a position to benefit from the ICB's decisions.

When entering an interest on its register of interests, the ICB should ensure that it includes sufficient information about the nature of the interest and the details of those holding the interest.

The ICB will need to set out the process that they will follow if an individual fails to comply with its policies on managing conflicts of interest as set out in its constitution. This could include that individual being removed from office

The ICB will need to ensure that, as a matter of course, declarations of interest are made and regularly confirmed or updated. This includes the following circumstances:

- On appointment or nomination:
- At meetings:
- Quarterly:
- On changing role or responsibility:
- On any other change of circumstances:

Whenever interests are declared, they should be reported to the person designated with responsibility for the register of interests (as identified by the ICB), who should then update the register accordingly.

7. Register of procurement decisions

The ICB also needs to maintain a register of procurement decisions taken, including:

- the details of the decision;
- who was involved in making the decision (i.e. governing body or committee members and others with decision-making responsibility); and
- a summary of any conflicts of interest in relation to the decision and how this was managed by the CCG.

The register should be updated whenever a procurement decision is taken.

In the interests of transparency, the register of interests and the register of decisions will need to be publicly available and easily accessible to patients, users and the public including by:

- ensuring that both registers are available in a prominent place on HMR CCG and RBC's websites; and
- HMR CCG and RBC making both registers available upon request for inspection at their respective headquarters.

The ICB will also need to consider any particular access needs that their stakeholders have. For example, individuals without internet access could be directed to the local library or invited to view the register(s) at HMR CCG's or RBC's headquarters.

The registers will form part of HMR CCG's and RBC's annual accounts and will thus be signed off by external auditors.

8. Procurement issues

The ICB will need to be able to recognise and manage any conflicts or potential conflicts of interest that may arise in relation to procurement.

The NHS Act 2006, the Health and Social Care Act 2013 ("the HSCA") and associated regulations set out the statutory rules with which commissioners are required to comply when procuring and contracting for the provision of clinical services. They need to be considered alongside the Public Contract Regulations 2015 and, where appropriate, European Union procurement rules. Monitor's *Substantive guidance on the Procurement, Patient Choice and Competition Regulations* advises that the requirements within these create a framework for decision making that will assist commissioners to comply with a range of other relevant legislative requirements.

The Procurement, Patient Choice and Competition Regulations place requirements on commissioners to ensure that they adhere to good practice in relation to procurement, do not engage in anti-competitive behaviour that is against the interest of patients, and protect the right of patients to make choices about their healthcare.

The regulations set out that commissioners must:

- manage conflicts and potential conflicts of interests when awarding a contract by prohibiting the award of a contract where the integrity of the award has been, or appears to have been, affected by a conflict; and
- keep appropriate records of how they have managed any conflicts in individual cases.

Monitor has a statutory duty under section 78 of the HSCA to produce guidance on compliance with any requirements imposed by the regulations and how it intends to exercise the powers conferred on it by these regulations. Monitor's *Substantive guidance on the Procurement, Patient Choice and Competition Regulations* is the relevant statutory guidance.

9. Designing service requirements

It is good practice to engage relevant providers, including their clinicians and practitioners, in confirming that the design of service specifications will meet patient or user need. Such engagement, done transparently and fairly, is entirely legal. However, conflicts of interest can occur if a commissioner engages selectively with only certain providers (be they incumbent or potential new providers) in developing a service specification for a contract for which they may later bid.

The ICB should seek, as far as possible, to specify the outcomes that they wish to see delivered through a new service, rather than the process by which these outcomes are to be achieved. As well as supporting innovation, this helps prevent bias towards particular providers in the specification of services.

Such engagement should follow the three main principles of procurement law, namely equal treatment, non-discrimination and transparency. This includes ensuring that the same information is given to all.

Other steps include:

- advertise the fact that a service design or re-design exercise is taking place widely and invite comments from any potential providers and other interested parties (ensuring a record is kept of all interactions);
- as the service design develops, engage with a wide range of providers on an ongoing basis to seek comments on the proposed design, e.g. via the commissioner's website(s) or via workshops with interested parties;

- use engagement to help shape the requirement to meet patient need but take care not to ‘gear’ the requirement in favour of any particular provider(s);
- if appropriate, engage the advice of an independent clinical or practice adviser on the design of the service;
- be transparent about procedures;
- ensure at all stages that potential providers are aware of how the service will be commissioned; and
- maintain commercial confidentiality of information received from providers.

When engaging providers on service design, the ICB should bear in mind that it has responsibility for service design and for selecting the provider of services.

The ICB will also need to ensure that they have systems in place for managing conflicts of interest on an ongoing basis, for instance, by monitoring a contract that has been awarded to a provider in which an individual commissioner has a vested interest.

10. Governance and decision-making processes

Where certain members of the ICB have a material interest, they should either be excluded from relevant parts of meetings, or join in the discussion but not participate in the decision-making itself (i.e., not have a vote).

The chair of the meeting has responsibility for deciding whether there is a conflict of interest and the appropriate course of corresponding action. In making such decisions, the chair may wish to consult the member of the ICB who has responsibility for issues relating to conflicts of interest. All decisions, and details of how any conflict of interest issue has been managed, should be recorded in the minutes of the meeting and published in the registers.

The ICB will need to decide in advance who will take the chair’s role for discussions and decision-making in the event that the chair of a meeting is conflicted, or how that will be decided at a meeting where that situation arises.

There may be cases in the ICB’s work where the members of one Partner all have the same conflict of interest, e.g., in relation to the Council’s role as both a provider and commissioner. Under these circumstances the ICB may agree

- that the decision on the matter in hand is taken by the members of the non-conflicted party only;
- alternatively, the ICB may invite a third party without a conflict of interest, e.g., representatives of NHS England, or members of a neighbouring authority, to join the un-conflicted members in making the decision(s) required.

11. Dispute resolution

Where a dispute occurs between members of the ICB over conflicts of interest issues, the dispute resolution procedure laid down in the Partnership Agreement shall be followed.

Where a dispute occurs between the ICB and a provider, the ICB shall follow the dispute resolution procedure of the Partner which holds or was to have held the contract with the provider.

Where a dispute occurs between the ICB and a patient, user, carer or member of the public, the complaints procedure of either HMR CCG or RBC may be used at the choice of the complainant. The complainant’s

choice is exclusive, i.e., where one complaints procedure has been exhausted, the complainant may not then raise the complaint through the other Partners' procedure.

12. Approvals

This code of practice was agreed by the Integrated Commissioning Board.

SCHEDULE 6 – APPENDIX 1

CODE OF CONDUCT FOR COUNCILLORS AND VOTING CO-OPTED MEMBERS

PART 1: GENERAL PROVISIONS

1. Introduction and interpretation

- 1.1 This Code applies to you as a member of the Council.
- 1.2 It is your responsibility to comply with this Code. Failure to do so may result in a sanction being applied by the Council. Failure to take appropriate action in respect of a Disclosable Pecuniary Interest may result in a criminal conviction and a fine of up to £5,000 and/or disqualification from office for a period of up to 5 years. In this Code - “meeting” means any meeting of:
- (a) the Council;
 - (b) any of the Council’s committees or sub-committees, joint committees or joint sub-committees;
 - (c) the Cabinet or any committee of the Cabinet;
 - (d) the Health and Wellbeing Board or any sub-committee of the Board.
- 1.3 “Member” includes a co-opted member and an appointed member.
- 1.4 “Member” should be taken to include any member of the Health and Wellbeing Board or of any sub-committee of the board.

2. Scope

- 2.1 Subject to sub-paragraphs (2) and (3), you must comply with this Code whenever you are acting as a member or co-opted member of the Council or an appointed member of a joint committee, and references to your official capacity are construed accordingly.
- 2.2 This Code does not have effect in relation to your conduct other than where it is in your official capacity.
- 2.3 Where you act as a representative of the Council—
- (a) on another relevant authority, including the Greater Manchester Combined Authority, the Greater Manchester Fire & Rescue Authority and the Greater Manchester Waste Disposal Authority, you must, when acting for that other authority, comply with that other authority’s code of conduct; or
 - (b) on any other body, you must, when acting for that other body, comply with this Code, except and insofar as it conflicts with any other lawful obligations to which that other body may be subject.

3. General obligations

- 3.1 You must not:
- (a) Do anything which may knowingly cause the Council to breach the Equality Act 2010;

- (b) Intimidate, bully or be abusive to any person;
- (c) Intimidate or attempt to intimidate any person who is or is likely to be:
 - (i) a complainant,
 - (ii) a witness, or
 - (iii) involved in the administration of any investigation or proceedings,
 in relation to an allegation that a member (including yourself) has failed to comply with his or her authority's code of conduct; or
- (d) Do anything which compromises or is likely to compromise the impartiality of those who work or, on behalf of, the Council.

4. You must not:

- (a) Disclose information given to you in confidence by anyone, or information acquired by you which you believe, or ought reasonably to be aware, is of a confidential nature, except where:
 - (i) You have the consent of a person authorised to give it;
 - (ii) You are required by law to do so;
 - (iii) The disclosure is made to a third party for the purpose of obtaining professional advice provided that the third party agrees not to disclose the information to any other person; or
 - (iv) The disclosure is:
 - (a) Reasonable and in the public interest; and
 - (b) Made in good faith and in compliance with the reasonable requirements of the Council; or
- (b) Prevent another person from gaining access to information to which that person is entitled by law.

5. You must not conduct yourself in a manner which could reasonably be regarded as bringing your office or the Council into disrepute.

6. You:

- (a) Must not use or attempt to use your position as a member improperly to confer on or secure for yourself or any other person, an advantage or disadvantage; and
- (b) Must have regard to the Council's Protocol for Relationships Between Members and Council Employees; and
- (c) Must, when using or authorising the use by others of the resources of your authority:
 - (i) Act in accordance with the Council's reasonable requirements; and
 - (ii) Ensure that such resources are not used improperly for political purposes (including party political purposes); and
- (d) Must have regard to any applicable Local Authority Code of Publicity made under the Local Government Act 1986.

7. (1) When reaching decisions on any matter you must have regard to any relevant advice

provided to you by

- (a) The Council's Chief Finance Officer; or
 - (b) The Council's Monitoring Officer, or
 - (c) Any of the Council's other statutory officers where that officer is acting pursuant to his or her personal statutory duties.
- (2) You must give reasons for all decisions in accordance with any statutory requirements and any reasonable additional requirements imposed by your authority.

PART 2 - DISCLOSABLE PECUNIARY INTERESTS

8. Notification of disclosable pecuniary interests

- 8.1 Within 28 days of becoming a member or co-opted member, you must notify the Monitoring Officer of any 'disclosable pecuniary interests'.
- 8.2 A 'disclosable pecuniary interest' is an interest of yourself, or of your partner if you are aware of your partner's interest, within the descriptions set out in the table below.

Subject	Description
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain
Sponsorship	Any payment or provision of any other financial benefit (other than from the Council) made or provided within the 12 month period prior to notification of the interest in respect of any expenses incurred by you in carrying out duties as a member, or towards your election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation Act) 1992 (a).
Contracts	Any contract which is made between you or your partner (or a body in which you or your partner has a beneficial interest) and the Council - (a) under which goods or services are to be provided or works are to be executed: and (b) which has not been fully discharged.
Land	Any beneficial interest in land which is within the area of the Rochdale Metropolitan Borough Council.
Licences	Any licence (alone or jointly with others) to occupy land in the area of the Rochdale Metropolitan Borough Council for a month or longer.
Corporate Tenancies	Any tenancy where (to your knowledge) - (a) the landlord is the Council: and (b) the tenant is a body in which you or your partner has a beneficial interest.
Securities	Any beneficial interest in securities of a body where - (a) that body (to your knowledge) has a place of business or land in the area of the Rochdale Metropolitan Borough Council; and (b) either – (i) the total nominal value of the securities exceeds £25,000

	<p>or one hundredth of the total issued share capital of that body; or</p> <p>(ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which you or your partner has a beneficial interest exceeds one hundredth of the total issued share capital of that class.</p>
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8.3 "Partner" means a spouse or civil partner, or a person with whom you are living as husband or wife, or a person with whom you are living as if you are civil partners.

8.4 For the purposes of the above

- (a) "a body in which you or your partner has a beneficial interest" means a firm in which you or your partner is a partner or a body corporate of which you or your partner is a director, or in the securities of which you or your partner has a beneficial interest.
- (b) "director" includes a member of the committee of management of an industrial and provident society.
- (c) "land" excludes an easement, interest or right in or over land which does not carry with it a right for you or your partner (alone or jointly) to occupy the land or receive income, and
- (d) "securities" means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

9. Non participation in case of disclosable pecuniary interest

9.1 If you are present at a meeting [of the authority, or any committee, sub-committee, joint committee or joint sub-committee of the authority, or the Cabinet or committee of the Cabinet] and you have a disclosable pecuniary interest in any matter to be considered or being considered at the meeting,

1. You must not participate in any discussion of the matter at the meeting.
2. You must not participate in any vote taken on the matter at the meeting.
3. If the interest is not registered, you must disclose the interest to the meeting.
4. If the interest is not registered and is not the subject of a pending notification, you must notify the Monitoring Officer of the interest within 28 days.

9.2 Where an executive member may discharge a function alone and becomes aware of a disclosable pecuniary interest in a matter being dealt with or to be dealt with by her/him, the executive member must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter.

10. Offences

10.1 It is a criminal offence to

- Fail to notify the Monitoring Officer of any disclosable pecuniary interest within 28 days of election
- Fail to disclose a disclosable pecuniary interest at a meeting if it is not on the register
- Fail to notify the Monitoring Officer within 28 days of a disclosable pecuniary interest that is not on the register that you have disclosed to a meeting

- Participate in any discussion or vote on a matter in which you have a disclosable pecuniary interest
- As an executive member discharging a function acting alone, and having a disclosable pecuniary interest in such a matter, failing to notify the Monitoring Officer within 28 days of the interest
- As an executive member discharging a function acting alone, and having a disclosable pecuniary interest in a matter, taking any steps in relation to such a matter.
- Knowingly or recklessly providing information that is false or misleading in notifying the Monitoring Officer of a disclosable pecuniary interest or in disclosing such interest to a meeting

10.2 The criminal penalties available to a court are to impose a fine not exceeding level 5 on the standard scale and disqualification from being a councillor for up to 5 years.

PART 3 - OTHER INTERESTS

11. Notification of personal interests

11.1 In addition to the disclosable pecuniary interests notifiable under the Localism Act 2011, you must, within 28 days of -

- (a) this Code being adopted by or applied to your authority; or
- (b) your election or appointment to office (where that is later),

notify the Monitoring Officer in writing of the details of your other personal interests, where they fall within the categories set out in paragraph 11(2) below for inclusion in the register of interests.

11.2 You have a personal interest in any business of your authority where it relates to or is likely to affect –

- (a) any body of which you are in a position of general control or management and to which you are appointed or nominated by your authority;
- (b) any body -
 - (i) exercising functions of a public nature;
 - (ii) directed to charitable purposes; or
 - (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union), of which you are in a position of general control or management;
- (c) the interests of any person from whom you have received a gift or hospitality with an estimated value of at least £25.

12. Disclosure of interests

12.1 Subject to paragraphs 12.3 to 12.6, where you have a personal interest described in paragraph 11.2 above or in paragraph 12.2 below in any business of your authority, and where you are aware or ought reasonably to be aware of the existence of the personal interest, and you attend a meeting of your authority at which the business is considered, you must disclose to that meeting the existence and nature of that interest at the commencement of that consideration, or when the interest becomes apparent.

12.2 You have a personal interest in any business of your authority where a decision in relation to that business might reasonably be regarded as affecting your well-being or financial position or the well-being or financial position of a *relevant person* to a greater extent than the majority of other council tax payers, ratepayers or inhabitants of the electoral ward, affected by the decision;

A relevant person is –

- (a) A member of your family or any person with whom you have a close association; or
- (b) Any person or body who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors;
- (c) Any person or body in whom such persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000 or one hundredth of the total issued share capital (whichever is the lower); or
- (d) Any body of a type described in paragraph 11.2(a) or (b).

12.3 Where you have a personal interest in any business of the Council which relates to or is likely to affect a body described in paragraph 11.2(a) or 11.2(b)(i), you need only disclose to the meeting the existence and nature of that interest when you address the meeting on that business.

12.4 Where you have a personal interest in any business of the Council of the type mentioned in paragraph 11.2(c), (gifts and hospitality) you need not disclose the nature or existence of that interest to the meeting if the interest was registered more than three years before the date of the meeting.

12.5 Where you have a personal interest but, by virtue of paragraph 16, sensitive information relating to it is not registered in your authority's register of members' interests, you must indicate to the meeting that you have a personal interest, but need not disclose the sensitive information to the meeting.

12.6 Where you have a personal interest in any business of your authority and you have made an executive decision in relation to that business, you must ensure that any written statement of that decision records the existence and nature of that interest.

13. Non participation in case of prejudicial interest

13.1 Where you have a personal interest in any business of your authority you also have a prejudicial interest in that business where the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgement of the public interest and where that business –

- (a) Affects your financial position or the financial position of a person or body described in paragraph 12.2 ; or
- (b) Relates to the determining of any approval, consent, licence, permission or registration in relation to you or any person or body described in paragraph 12.2.

13.2 Subject to paragraphs 13.3 and 13.4, where you have a prejudicial interest in any business of your authority—

- a) You must not participate in any discussion of the matter at the meeting.
- b) You must not participate in any vote taken on the matter at the meeting.
- c) If the interest is not registered, you must disclose the interest to the meeting.
- d) If the interest is not registered and is not the subject of a pending notification, you must notify the Monitoring Officer of the interest within 28 days.

13.3 Where you have a prejudicial interest in any business of the Council, you may attend a meeting but only for the purpose of making representations, answering questions or giving evidence relating to the business, provided that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise and you leave the room where the meeting is held immediately after making representations, answering questions or giving evidence.

- 13.4 Subject to you disclosing the interest at the meeting, you may attend a meeting and vote on a matter where you have a prejudicial interest that relates to the functions of your authority in respect of—
- (a) school meals or school transport and travelling expenses, where you are a parent or guardian of a child in full time education, or are a parent governor of a school, unless it relates particularly to the school which the child attends;
 - (b) statutory sick pay under Part XI of the Social Security Contributions and Benefits Act 1992, where you are in receipt of, or are entitled to the receipt of, such pay; and
 - (c) any ceremonial honour given to members.
 - (d) housing, where you are a tenant of the Council provided that those functions do not relate particularly to your tenancy or lease;
 - (e) an allowance, payment or indemnity given to members;
 - (f) setting council tax or a precept under the Local Government Finance Act 1992.
- 13.5 Where, as an executive member, you may discharge a function alone, and you become aware of a prejudicial interest in a matter being dealt with, or to be dealt with by you, you must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter, or seek improperly to influence a decision about the matter.

14. Interests arising in relation to overview and scrutiny committees

In any business before an overview and scrutiny committee of the Council (or of a sub-committee of such a committee) where —

- (a) that business relates to a decision made (whether implemented or not) or action taken by the executive or another of the authority's committees, sub-committees, joint committees or joint sub-committees; and
- (b) at the time the decision was made or action was taken, you were a member of the executive, committee, sub-committee, joint committee or joint sub-committee mentioned in paragraph (a) and you were present when that decision was made or action was taken, you may attend the meeting of the overview and scrutiny committee for the purpose of explaining the reasons for the decision, or answering questions or giving evidence relating to the business, but you cannot participate otherwise in the discussion or in any vote on the matter.

PART 4 - GENERAL MATTERS RELATING TO PARTS 2 AND 3

15. Register of interests

Subject to paragraph 16 any disclosable pecuniary interests or personal interests notified to the Monitoring Officer will be included in the register of interests. A copy of the register will be available for public inspection and will be published on the authority's website.

16. Sensitive interests

This paragraph applies where you consider that disclosure of the details of a disclosable pecuniary interest or a personal interest could lead to you, or a person connected with you, being subject to violence or intimidation, and the Monitoring Officer agrees. In these circumstances, if the interest is entered on the register, copies of the register that are made available for inspection and any published version of the register will exclude details of the interest, but may state that you have a disclosable pecuniary interest, the details of which are withheld under Section 32(2) of the Localism Act 2011.

17. Dispensations

The Council may grant you a dispensation, but only in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest or a prejudicial interest.

PART 5 - ARRANGEMENTS FOR DEALING WITH COMPLAINTS ABOUT THE CODE OF CONDUCT FOR MEMBERS

1. Introduction

- 1.1 This procedure applies when a complaint is received that a Member or Co-opted Member has or may have failed to comply with the Code of Conduct for Members.
- 1.2 The person making the complaint will be referred to as “the Complainant” and the person against whom the complaint is made will be referred to as the “Subject Member”.
- 1.3 No member or officer will participate in any stage of the arrangements if he or she has, or may have, any personal conflict of interest in the matter.

2. Making a complaint

- 2.1 A complaint must be made in writing either by post to The Monitoring Officer, Rochdale Borough Council, 1st Floor, Brook House, Oldham Road, Middleton, Manchester, M24 1AY or email to monitoringofficer@rochdale.gov.uk
- 2.2 The Monitoring Officer will acknowledge receipt of the complaint within five working days of receiving it and, at the same time, write to the Subject Member with details of the allegations (subject to any representations from the complainant on confidentiality, which are accepted as valid by the Monitoring Officer).
- 2.3 The Subject Member may, within five working days of receipt, make written representations to the Monitoring Officer which must be taken into account when deciding how the complaint should be dealt with. Representations received after this time may be taken into account, at the discretion of the Monitoring Officer, but will in any event not be considered after the Monitoring Officer has issued the Initial Assessment of the complaint.

3. Initial Assessment of Complaint

- 3.1 The Monitoring Officer will review the complaint and, following consultation with the Independent Person take a decision (Initial Assessment) as to whether it merits investigation, or another course of action. This decision will normally be taken within 20 working days of receipt of a complaint.
- 3.2 The complaint will be rejected if;
 - The complaint is not against one or more named Members or co-opted Members of the Council;
 - The Subject Member was not in office at the time of the alleged conduct and a Code of Conduct was in force at the time.
 - The complaint, if proven, would not be a breach of the Code of Conduct under which the Subject Member was operating at the time of the alleged misconduct.
- 3.3 If the complaint has not been rejected on the grounds in 3.1 the Monitoring Officer will then go on to apply the following criteria in deciding whether a complaint should be accepted for investigation, dealt with informally, or rejected;
 - Whether a substantially similar allegation has previously been made by the complainant to the Monitoring Officer or Audit and Governance Committee, or the complaint has been the subject of an investigation by another regulatory authority;

- Whether the complaint is about something that happened so long ago that those involved are unlikely to remember it clearly enough to provide credible evidence, or where the lapse of time means there would be little benefit or point in taking action now;
- Whether the allegation is anonymous;
- Whether the allegation discloses a potential breach of the Code of Conduct, but the complaint is not serious enough to merit any action and:-
 - i) The resources needed to investigate and determine the complaint are wholly disproportionate to the allegations and
 - ii) Whether in all the circumstances there is no overriding public benefit in carrying out an investigation.
- Whether the complaint appears to be malicious, vexatious, politically motivated or tit for tat;
- Whether the complaint suggests that there is a wider problem throughout the Authority;
- Whether it is apparent that the Subject Member the subject of the allegation is relatively inexperienced as a Member or has admitted making an error and the matter would not warrant a more serious sanction;
- Whether training or conciliation would be the appropriate response.

3.4 The Monitoring Officer will consult with the Independent Person and then make a decision as to how to deal with the complaint. The Monitoring Officer may in exceptional circumstances refer the question as to how to proceed to a Sub-Committee of the Audit and Governance Committee. Exceptional circumstances will include where a complaint relates to a senior politician, includes a number of members and/or includes very serious allegations.

4. Additional Information

4.1 The Monitoring Officer may require additional information in order to come to a decision and may request information from the Subject Member and or Council officers before deciding whether the complaint merits formal investigation or other action. In appropriate cases, the Monitoring Officer may seek to resolve the complaint informally, without the need for an investigation.

4.2 Such informal resolution may involve the Subject Member accepting that his/her conduct was unacceptable and offering an apology, or taking other steps. Where the Subject Member makes a reasonable offer of local resolution, but it is rejected by the complainant, the Monitoring Officer will take account of this in deciding whether the complaint merits a formal investigation.

4.3 If the complaint identifies criminal conduct or breach of other regulations by any person including the Subject Member, the Monitoring Officer is authorised to report this to the Police or other prosecuting or regulatory authority, in addition to any action taken pursuant to the Code.

5. Confidentiality

5.1 If a complainant has asked for his identity to be withheld, this request will be considered by the Monitoring Officer at the Initial Assessment stage.

5.2 As a matter of fairness and natural justice the Subject Member should usually be told who has complained about them and receive details of the complaint. However, in exceptional circumstances, the Monitoring Officer may withhold the complainant's identity if on request from the complainant, or otherwise, he are satisfied that the complainant has reasonable grounds for believing that he or any witness relevant to the complaint may be at risk of physical harm, or his or her employment may be jeopardised if his identity is disclosed, or where there are medical risks (supported by medical evidence) associated with the complainant's identity being disclosed.

5.3 If the Monitoring Officer decides to refuse a request by a complainant for confidentiality, he will offer the complainant the option to withdraw the complaint, rather than proceed with his or her identity being disclosed. The Monitoring Officer will balance whether the public interest in taking action on a complaint will outweigh the complainant's wish to have his or her identity withheld from the Subject Member.

6. Investigation

- 6.1 The Monitoring Officer will appoint an Investigating Officer where a complaint merits a formal investigation. The Investigating Officer may be a Council officer, an officer from another Council, or an external investigator.
- 6.2 The Investigating Officer will follow guidance issued by the Monitoring Officer on the investigation of complaints. The guidance will follow the principles of proportionality and the cost effective use of Council resources and shall be interpreted in line with these principles.
- 6.3 The Investigating Officer will ensure that the Subject Member receives a copy of the complaint – subject to the Monitoring Officer’s decision on confidentiality.
- 6.4 At the end of his investigation, the Investigating Officer will produce a draft report and will send copies of that draft report to the Complainant and to the Subject Member, for comments. The Investigating Officer will take such comments into account before issuing his final report to the Monitoring Officer.

7. Investigating Officer finding of no failure to comply with the Code of Conduct

- 7.1 Where the Investigating Officer’s report does not find that the Subject Member has failed to comply with the Code of Conduct, the Monitoring Officer, in consultation with the Independent Person, will review the Investigating Officer’s report and if satisfied, will confirm the finding of no failure to comply with the Code of Conduct.
- 7.2 The Monitoring Officer will write to the complainant and the Subject Member with a copy of the decision and the Investigating Officer’s report.
- 7.3 If the Monitoring Officer is not satisfied that the investigation has been conducted thoroughly, the Investigating Officer may be asked to reconsider the report and the conclusions.

8. Investigating Officer finding of sufficient evidence of failure to comply with the Code of Conduct

- 8.1 Where the Investigating Officer’s report does find that the Subject Member has failed to comply with the Code of Conduct, the Monitoring Officer will review the Investigating Officer’s report and will then either send the matter for local hearing before the Hearings Panel or seek a Local Resolution.

9. Local Resolution

- 9.1 If, having considered the Investigating Officer’s Report and consulted with the Independent Person, the Monitoring Officer considers that the matter can reasonably be resolved without the need for a hearing, he will consult with the Subject Member and the complainant and seek to agree a fair resolution.
- 9.2 Such a Local Resolution may include the Subject Member accepting that his conduct was unacceptable and offering an apology, and/or other remedial action. If the Subject Member accepts the suggested resolution, the Monitoring Officer will report the outcome to the Audit and Governance Committee, but will take no further action. If the complainant or the Subject Member refuses a Local Resolution in principle or to engage with the agreed outcome, the Monitoring Officer will refer the matter for a Local Hearing without further reference to the complainant or the Subject Member.

10. Local Hearing

- 10.1 Where, in the opinion of the Monitoring Officer, local resolution is not appropriate or the complainant and/or Subject Member refuses to co-operate, then the Monitoring Officer will report the Investigating Officer’s findings to the hearing panel which will conduct a local hearing before deciding whether the Member has failed to comply with a Code of Conduct and, if so, what action (if any) to take in respect of the Member.

11. Constitution of the Hearing's Panel

- 11.1 The Hearing Panel is a sub-committee of the Council's Audit and Governance Committee. The Panel will be advised by at least one of the Independent Persons and comprise three members of the Council drawn from the membership of the Audit and Governance Committee on a politically balanced basis so far as is practicably possible having regard to the subject of the complaint and the availability of Members to serve, appointed either by the Audit and Governance Committee or as may be determined by the Monitoring Officer in line with current practice.
- 11.2 The Independent Person is invited to attend all meetings of the Hearings Panel and his or her views must be sought and taken into consideration before the Hearings Panel takes any decision on whether the Subject Member's conduct constitutes a failure to comply with the code of conduct and as to any action to be taken following a finding of failure to comply with the Code of Conduct.

12. The Independent Person

- 12.1 The Independent Person must be a person who has applied for the post following advertisements of a vacancy for the post, and appointed by a positive vote from a majority of all the Members of the Council at a meeting of the full Council.
- 12.2 A person is not eligible for appointment if he:
- is, or has been within the past five years, a Member, co-opted Member or officer of the Council;
 - is a relative or close friend/associate of such a person above.
- 12.3 For this purpose, "relative" means:
- Spouse or civil partner;
 - Living with the other person as husband and wife, or as if they were civil partners;
 - Grandparents of the other person;
 - A parent, sibling or child of the person;
 - A spouse or civil partner of a person within the above bullet points; or
 - Living with a person within the above bullet points as husband and wife, or as if they were civil partners.

13. Action

- 13.1 Where a Hearings Panel find that a Subject Member has failed to comply with the code of conduct, the Council has delegated to the Hearings Panel such of its powers to take action in respect of Subject Members as may be necessary to promote and maintain high standards of conduct. Accordingly, the Hearings Panel may –
- Publish its findings in respect of the Member's conduct;
 - Report its finding to Council for information;
 - Recommend to Council that the Member be censured;
 - Recommend to the Member's group leader (or in the case of ungrouped members recommend to Council) that he/she be removed from any or all committees or sub committees of the Council;
 - Recommend to the Leader of the Council that the Member be removed from the Executive, or removed from his portfolio responsibilities;
 - Instruct the Monitoring Officer to arrange training for the Member;
 - Recommend to Council that the Member be removed from all outside bodies and appointments to which they have been appointed or nominated by the Council;
 - Withdraw facilities provided to the Member by the Council such as a computer, website and/or e-mail and internet access; or
 - Placing such restrictions on Members access to staff which may be reasonable in the circumstances and in accordance with the Member/Officer Protocol provided that such restrictions do not impede the member from carry out his duties as a Councillor

14. Withdrawal of a Complaint

- 14.1 In the event that a complainant withdraws a complaint at any time prior to a decision having been made by a Hearings Panel, the Monitoring Officer may, following consultation with the Independent Person, decide that no further steps be taken in respect of that complaint but shall, in taking such a decision take into account any issues which may arise under Paragraph 3.1(c) of the Code of Conduct.

15. Revision of these Arrangements

- 15.1 The Council may by resolution or delegation to the Monitoring Officer agree to amend these arrangements and has delegated to the Chair of the hearings panel the right to depart from these arrangements where he consider that it is expedient to do so in order to secure the effective threat and fair consideration of any matters.

16. Appeals

- 16.1 Subject to judicial review or a decision of a local ombudsman, there is no right of appeal against the decision of a Monitoring Officer or of the hearing panel.

17. Dispensations to allow Members to participate and/or vote

- 17.1 The Audit and Governance Committee may grant a dispensation on a written application by a Member who would otherwise be unable to participate in and/or vote on a matter due to a prejudicial interest. The grounds for dispensation delegated to Audit and Governance Committee are:

- (1) The grant of the dispensation would be in the interest of the inhabitants of the authority's area; or
- (2) It is otherwise appropriate to grant the dispensation.

- 17.2 Other grounds for dispensation are delegated to the Monitoring Officer.

This Code of Conduct may be updated from time to time by the Rochdale Borough Council or by the Audit and Governance Committee of the Council, and confirmation can be sought from the Council's Monitoring officer or at www.rochdale.gov.uk/council-and-democracy/councillors-and-committees/Pages/constitution-of-the-council.aspx

Appendix A

The Ten General Principles of Standards of Conduct in Public Life

- **Selflessness** – Members should serve only the public interest and should never improperly confer an advantage or disadvantage on any person
- **Honesty and integrity** – Members should not place themselves in situations where their honesty and integrity may be questioned, should not behave improperly, and should on all occasions avoid the appearance of such behaviour
- **Objectivity** – Members should make decisions on merit, including when making appointments, awarding contracts or recommending individuals for rewards or benefits
- **Accountability** – Members should be accountable to the public for their actions and the manner in which they carry out their responsibilities, and should co-operate fully and honestly with any scrutiny appropriate to their particular office
- **Openness** – Members should be as open as possible about their actions and those of their authority, and should be prepared to give reasons for those actions
- **Personal judgement** – Members may take account of the views of others, including their political groups, but should reach their own conclusions on the issues before them and act in accordance with those conclusions
- **Respect for others** – Members should promote equality by not discriminating unlawfully against any person, and by treating people with respect, regardless of their race, age, religion, gender, sexual orientation or disability. They should respect the impartiality and integrity of the authority's statutory officers and its other employees
- **Duty to uphold the law** – Members should uphold the law and, on all occasions, act in accordance with the trust that the public is entitled to place in them
- **Stewardship** – Members should do whatever they are able to do to ensure that their authorities use their resources prudently and in accordance with the law
- **Leadership** – Members should promote and support these principles by leadership, and by example, and should act in a way that secures or preserves public confidence.

SCHEDULE 7 – INFORMATION GOVERNANCE

The IG Framework provides for safeguarding the processing of all personal confidential information between partners and organisations commissioned to deliver services under contract. Requirements will be incorporated into a set of standard contract clauses.

General principles

1. The Information Governance Toolkit defines the minimum standards for Information Governance for health and social care. Where practicable, each organisation will commit to undertaking, following and complying with the Information Governance Toolkit to a minimum of Level 2. Where Level 2 has not been met, an action plan for necessary improvements will be agreed with the Commissioning Body.

The Information Governance Toolkit is an online performance tool produced by the Department of Health (DH) and hosted by the Health and Social Care Information Centre (HSCIC). It allows NHS organisations and partners to assess themselves against DH information governance policies and standards. In Health and local authorities, this may be the Senior Information Risk Owner (SIRO). Other agencies may not have these identified roles and, therefore, it will be a senior manager responsible for ensuring compliance with Data Protection.

2. Each organisation shall have appointed a responsible / accountable officer who will ensure the protection of personal information for example a Caldicott Guardian or senior manager responsible for data protection.

3. Each organisation will be take appropriate organisational and technical measures towards compliance with Data Protection Act 1998 (or subsequent legislation), Caldicott Principles, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000 and national guidance and rules around processing personal confidential information and other relevant legislation.

4. Each organisation is committed to identifying, documenting and risk assessing their data flows with any mitigating actions defined and agreed.

5. Each organisation is committed to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including data protection, Confidentiality, Caldicott Principles, Information Security, Records Management and Freedom of Information.

6. Organisations will promptly notify other partner organisations any Information Governance breach, vulnerability or threat that could affect the security of data being shared.

7. Organisations will agree to allow partner or lead organisations, or representatives, to carry out audits or visits to confirm compliance with agreed assurance requirements.

8. Each organisation commits to ensure that the data is shared in a safe and secure manner meeting the agreed purpose of the sharing.

9. Any requests for information under the Freedom of Information Act 2000 or the Data Protection Act 1998 should be directed to the original organisation's data protection officer (or equivalent).

10. Organisations may not create or establish onward sharing without the explicit permission of the original organisation's data protection officer.

SCHEDULE 8 – FINANCIAL CONTRIBUTIONS

Partner	Agreed Contribution £'s
HMR CCG	16,111,807
RBC	10,586,439
Total	26,698,246