

Cabinet

Agenda

Date: Tuesday 2nd April 2013
Time: 2.00 pm
Venue: Council Chamber, Municipal Buildings, Earle Street,
Crewe CW1 2BJ

The agenda is divided into 2 parts. Part 1 is taken in the presence of the public and press. Part 2 items will be considered in the absence of the public and press for the reasons indicated on the agenda and at the foot of each report.

PART 1 – MATTERS TO BE CONSIDERED WITH THE PUBLIC AND PRESS PRESENT

1. **Apologies for Absence**

2. **Declarations of Interest**

To provide an opportunity for Members and Officers to declare any disclosable pecuniary and non-pecuniary interests in any item on the agenda.

3. **Public Speaking Time/Open Session**

In accordance with Procedure Rules Nos.11 and 35 a total period of 10 minutes is allocated for members of the public to address the Committee on any matter relevant to the work of the Committee.

Individual members of the public may speak for up to 5 minutes but the Chairman will decide how the period of time allocated for public speaking will be apportioned where there are a number of speakers.

In order for an informed answer to be given, where a member of the public wishes to ask a question of a Cabinet Member three clear working days notice must be given and the question must be submitted in writing at the time of notification. It is not required to give notice of the intention to make use of public speaking provision but, as a matter of courtesy, a period of 24 hours notice is encouraged.

Please contact Paul Mountford on 01270 686472
E-Mail: paul.mountford@cheshireeast.gov.uk with any apologies or requests for further information or to give notice of a question to be asked by a member of the public

4. **Questions to Cabinet Members**

A period of 20 minutes is allocated for questions to be put to Cabinet Members by members of the Council.

Notice of questions need not be given in advance of the meeting.

Questions must relate to the powers, duties or responsibilities of the Cabinet. Questions put to Cabinet Members must relate to their portfolio responsibilities.

The Leader will determine how Cabinet question time should be allocated where there are a number of Members wishing to ask questions.

Where a question relates to a matter which appears on the agenda, the Leader may allow the question to be asked at the beginning of consideration of that item.

5. **Minutes of Previous Meeting** (Pages 1 - 6)

To approve the minutes of the meeting held on 4 March 2013 as a correct record.

6. **Key Decision 39 - Shared Services Separate Legal Entity** (Pages 7 - 26)

To consider a report on the options for future delivery of ICT, HR and Finance services currently delivered through a shared service with Cheshire West and Chester Council

7. **Key Decision 38 - Determination of Admission Arrangements for Local Authority Schools** (Pages 27 - 56)

To consider a report on the proposed admission arrangements and proposed coordination admission scheme for 2014

8. **Key Decision 50 - Adult Social Care Fees** (Pages 57 - 144)

To consider a report on terms and conditions of contract for residential and nursing care and on the independent assessment of Social Care Fees paid by Cheshire East Council

9. **Public Health Transition - Transfer of Assets and Liabilities** (Pages 145 - 172)

To consider a report on the transfer of assets and liabilities to be transferred from the Primary Care Trust as a result of the Health and Social Care Act 2012

10. **Integrated Care - Progressing the 'Connecting of Care' between Health Partners and the Local Authority** (Pages 173 - 192)

To consider a report on the steps are being taken locally to 'connect care' within Cheshire East across the health and social care landscape, and seek support from Members to continue to progress efforts to commission, assess and deliver care together where it makes sense for individuals

11. **Government's Regional Growth Fund** (Pages 193 - 198)

To consider a report on two bids to the Government's Regional Growth Fund

12. **Notice of Motion: The Living Wage** (Pages 199 - 206)

To consider a response to the Notice of Motion submitted to Council on 13 December 2012

13. **Older People and Dementia Task and Finish Group Report** (Pages 207 - 232)

To receive the report of the Older People and Dementia Task and Finish Group

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CHESHIRE EAST COUNCIL

Minutes of a meeting of the **Cabinet**
held on Monday, 4th March, 2013 at The Capesthorne Room - Town Hall,
Macclesfield SK10 1EA

PRESENT

Councillor M Jones (Chairman)
Councillor D Brown (Vice-Chairman)

Councillors Rachel Bailey, J Clowes, J P Findlow, L Gilbert, J Macrae,
B Moran and P Raynes

156 **APOLOGIES FOR ABSENCE**

Apologies were received from Councillor D Topping.

157 **DECLARATIONS OF INTEREST**

No declarations were made.

158 **PART 2 PRIVATE AGENDA - TO RESPOND TO ANY REPRESENTATIONS RECEIVED**

No representations had been received.

159 **PUBLIC SPEAKING TIME/OPEN SESSION**

No questions were submitted or items raised under this item.

160 **MINUTES OF PREVIOUS MEETING****RESOLVED:**

That the minutes of the meeting held on 4 February 2013 be approved as a correct record.

161 **KEY DECISION 43 - ESTABLISHING CHESHIRE AND WARRINGTON LOCAL TRANSPORT BODY**

Consideration was given to a report of Interim Strategic Director of Places and Organisational Capacity on the establishment of the Cheshire and Warrington Local Transport Body.

The Department of Transport (DfT) was devolving its decision making function on Local Major Transport Scheme funding from 2015-16 to 2018-19 to Sub National Local Transport Bodies in England based on the geography of the Local Enterprise Partnerships.

The DfT required each Local Transport Body to submit a Local Assurance Framework by the end of February 2013, which needed to demonstrate to the DfT how it would carry out its role and manage the devolved funding. Once the DfT had endorsed the Local Assurance Framework, the Cheshire and Warrington Local Transport Body could start formal meetings and make decisions.

A requirement was that one of the constituent local authorities acted as the Accountable Body for the Local Transport Body. The Cheshire and Warrington Sub Regional Leaders had agreed that Cheshire East would be the Accountable Body.

RESOLVED:

1. That the Local Assurance Framework be approved as the basis upon which the Cheshire and Warrington Local Transport Body conduct its business and manages the delivery of new major transport infrastructure schemes.
2. That Cheshire East Borough Council be the Accountable Body for the Cheshire and Warrington Local Transport Body.

162 **KEY DECISION 47 - SOUTH MACCLESFIELD DEVELOPMENT AREA**

Consideration was given to a report of the Interim Strategic Director of Places and Organisational Capacity on the development of the South Macclesfield Development Area.

The report detailed progress with the masterplanning consultancy work that had commenced last year, particularly in relation to phasing of planning and development and the options for the wider delivery strategy.

The Council had been in informal dialogue with landowners in respect of the acquisition of interests in other sites located within the South Macclesfield Development Area. No offers had yet been made but progress within the planned timescale and a requirement to ensure that market interest was captured would require imminent acquisition of certain interests.

RESOLVED:

- 1 That the progress in identifying options and delivery strategy for the development of the South Macclesfield Development Area site in Maccelsfield be noted.
- 2 That the Interim Chief Executive or their identified nominee, in consultation with the Cabinet Member for Prosperity and Economic

Regeneration, after taking advice from the Monitoring Officer and Chief Finance Officer or their identified nominee(s), be given delegated authority to acquire options or interests in additional land in the area known as the South Macclesfield Development Area which is not already in the Council's ownership.

- 3 That any acquisitions in 2 above must be in accordance with the Council's Budgetary and Policy Framework, or any other Cabinet or Regulatory Committee Policy.
- 4 That the acquisition or interests be funded from the Council's Capital Programme.
- 5 That when appropriate the use of additional Capital Programme Funding be subject to the scrutiny and endorsement of the business case by the Technical Enabler Group and the Executive Monitoring Board.

163 CHESHIRE EAST SUPPORTED HOUSING STRATEGY

Consideration was given to a report of the Strategic Director of Children, Families and Adults and the Interim Strategic Director of Places and Organisational Capacity on the draft Supported Housing Strategy.

Key issues had been identified in relation to the current availability of suitable accommodation for older people as they became less able to support themselves. The Council's Housing Strategy already identified that the Council had to provide different housing options to meets the needs of an ageing population and other vulnerable residents.

The development of the Supported Housing Strategy was designed to help address these issues and develop a way forward that ensured a greater range of accommodation options for older and other vulnerable people when required. At the same time the drafting of the Local Plan allowed for appropriate Policy Principles to be put forward that, would in the future, encourage an appropriate 'accommodation with care' mix in new residential developments to provide these options.

In addition there could be opportunities to negotiate supported housing developments through current Section 106 Agreements and in future through the Community Infrastructure Levy. This would be where there was a clear need, where such a development offered an appropriate local solution and was viable and sustainable.

RESOLVED:

- 1 That the draft Supporting Housing Strategy and preliminary findings be noted.

- 2 The links to the Policy Principles within the Local Plan and the opportunity to ensure a strategic link between the Plan and the Supported Housing Strategy be noted.
- 3 That negotiations through Section 106 Agreements, where deemed appropriate because of local need, to develop some showcase supported housing units developments (and in the future to pursue these opportunities through the Community Infrastructure Levy) be supported.

164 **PENSION DISCRETIONS**

Consideration was given to a report of the Head of Human Resources and Organisational Development on two additional Local Government Pensions Discretions.

As a result of the Local Government Pension Scheme (Miscellaneous) Regulations 2012, which came into force on 1 October 2012, employers were now required to incorporate two additional discretions into their published policy by 31 March 2013.

The first discretion related to the whether to release benefits early to employees who left local government with an entitlement to a Tier 3 ill health pension which had since come to an end. Employees in such circumstances cannot currently access their pensions before the age of 60, leaving a period where they would not receive a pension. The new discretion enabled employees in these circumstances to apply for payment of the deferred pension between the age of 55 and 60 (under Regulation 30 of the Local Government Pension Scheme) on compassionate grounds.

The second discretion related to where suspended (deferred) pensions benefits were released in the above circumstances and whether or not to waive (on the grounds of compassion) any reductions that would otherwise apply to the member's pension and lump sum.

RESOLVED:

- 1 That the discretion to provide for the early release of pension to a former employee who has a suspended Tier 3 ill health pension, on or after 55 and before the age of 60, where such release on compassionate grounds can be satisfied, be adopted.
- 2 That the discretion to waive, on compassionate grounds, the actuarial reductions applied to the release of pension benefits paid early under regulation 30 not be adopted.

165 **FORMER ROYAL MAIL SORTING OFFICE, CREWE**

In accordance with Section 100B (4) (b) of the Local Government Act 1972, the Chairman agreed that this item be considered as an item of urgent business in order that the site be marketed for disposal at the earliest opportunity.

Consideration was given to a report of the Interim Strategic Director of Places and Organisational Capacity on the former Royal Mail Sorting Office in Crewe.

Cheshire East Council acquired the former Royal Mail buildings and site off Weston Road, Crewe in 2011 to facilitate new development around Crewe railway station. Work was currently underway to clear the majority of the site to create the new Crewe Rail Exchange.

The balance of the site is the former sorting office, which was a more modern single-storey warehouse. This had been marketed on a short term leasehold basis. The Council had become aware of interest in the building but only on the basis of terms other than short-term lease. It was proposed that the site be marketed for disposal with immediate effect, on terms to be agreed, then subsequently disposed of in order to maximise the market opportunities.

RESOLVED:

That the areas of the former Royal Mail Sorting Office building/site not required to deliver the Crewe Rail Exchange Scheme be marketed for disposal on terms to be agreed, subject to further delegated approvals in line with the Constitution, to the Interim Strategic Director Places and Organisational Capacity in consultation with the Portfolio Holder for Prosperity and Economic Regeneration.

166 **EXCLUSION OF THE PRESS AND PUBLIC**

RESOLVED:

That the press and public be excluded from the meeting during consideration of the following item pursuant to Section 100(A)4 of the Local Government Act 1972 as amended on the grounds that it involved the likely disclosure of exempt information as defined in Paragraphs 3 and 5 of Part 1 of Schedule 12A to the Local Government Act 1972(as amended) and public interest would not be served in publishing the information.

167 **KEY DECISION 48 - PROPERTY ASSET DISPOSALS**

Consideration was given to a report of the Head of Development seeking approval for the sale of five freehold titles for land and buildings.

RESOLVED:

- 1 That the freehold interest of the sites referred to in the report, as shown on the maps appended to the report, be disposed of on the terms set out in the report to the current tenant.
- 2 That the Interim Chief Executive or their identified nominee, in consultation with the Cabinet Member for Prosperity & Economic Regeneration, and subject to consideration by the Monitoring Officer and the Chief Financial Officer, be given delegated authority to finalise the details of the sale in accordance with the terms and conditions outlined in this report.
- 3 That a Supplemental Revenue Estimate for the amount named in the report be funded from reserves during 2013/14 to fund an income shortfall with a permanent budget adjustment being requested during the 2014/15 budget planning process to rectify the loss of the rental income budget.

The meeting commenced at 2.00 pm and concluded at 2.45 pm

M Jones (Chairman)

CHESHIRE EAST COUNCIL

CABINET

Date of Meeting:	2 April 2013
Report of:	Head of Performance, Customer Services & Capacity
Subject/Title:	Future Delivery of ICT/HR/Finance Shared Services
Portfolio Holders:	Councillors David Brown, Peter Raynes, Barry Moran

1.0 Report Summary

- 1.1 The report outlines the options for future delivery of ICT/HR/Finance services currently delivered through a shared service with Cheshire West and Chester (CWAC).
- 1.2 The objectives for their future delivery are to continue to drive down costs, capitalise on existing assets and intellectual property, create value for both councils where possible and to ensure that the support services are sufficiently flexible to respond to changing future demands and to fulfil the support requirements of the Councils within a newly emerging model for service delivery.
- 1.3 It proposes that a Teckal compliant separate legal entity (SLE) is established as a continuation of the drive to bring cultural change, service improvement and future commercialisation to the three service areas ICT, HR, finance. This does not preclude future outsourcing or other externalisation. The opportunities presented by a full trading company in the future still remain and this decision allows a phased approach.
- 1.4 It sets out the drivers for change, the opportunities for future commercialisation, the risks of each potential future option and makes a recommendation, on the balance of the possible options, as to the overall best option taking into account the advantages already in place by working with CWAC, the context of increasingly outsourced delivery models for other services, learning from the current position and the readiness for total commercialisation or an outsourced model for these services.
- 1.5 The recommended option has been scrutinised in detail by the shared services Joint Committee over an extended time period. It has been subject to external advice from PWC, a number of key commercial experts and analysis of a full range of alternative solutions. Staff (and members) from many disciplines have been part of the analysis and there are some key background papers that have influenced the recommendation (see Section 11).
- 1.6 The options appraisal concludes that there are two possible viable options at this time; one based on internal trading and one a more commercial model

(the SLE). If the SLE model is not supported, an alternative option is to set up the operation as a trading arm of the Councils (similar to the Direct Service Organisations of the past) with a view to moving to an SLE in the future to maximise the full benefits of commercialisation.

- 1.7 It is important to note that any future option now agreed is subject to financial and operational risk and to the risk of missed opportunity. No solution guarantees future cost savings, a model that will exist over the longer term or financial projections that are absolute. This is the nature of the decision in a changing market and with the current information available. However, the known financial and other risks and opportunities have been thoroughly explored and the financial assumptions have been articulated and are as accurate as possible.

2.0 Decision Requested

- 2.1 That Cabinet approve the setting up of a Teckal compliant Separate Legal Entity for the services currently delivered through the ICT and HR/finance shared services. The company will be owned and controlled by Cheshire East, Cheshire West and, depending on timing, a further local authority partner.
- 2.2 That Cabinet approve on-going work by officers and Joint Committee members which is actively seeking an additional partner to deliver the current services ICT/Finance/HR.
- 2.3 That the Separate Legal Entity be developed on a phased basis:
Phase 1: Change programme
Phase 2: Commercialisation
- 2.4 That finance is approved for the establishment of the Separate Legal Entity as detailed in Section 7 of the report. That is, one-off set up costs of £198k for Cheshire East and up to an additional on-going running cost for the half year of 2013/14 of £125k. These costs are already contained in the budget for 2013/14. This is to be a phased approach with the appointment to each position (except the lead officer) clearly agreed by the Joint Committee subject to progress against the programme plan. Once the lead officer is appointed the additional costs will be reviewed and further staffing appointments will be subject to further discussion and analysis of progress.
- 2.5 That the decisions relating to the detailed setting up of the Separate Legal Entity (see section 10.12) be delegated to the Section 151 officers of each authority in consultation with the Chairman and Vice Chairman of the Joint Committee and the resources portfolio holder.

3.0 Reason for Recommendation

- 3.1 The current shared service has been in place since the beginning of Cheshire East. Savings in excess of £6.7m have been realised across the two authorities and significant effort has been put into service improvement. The scope for further efficiencies and improvements within the existing model are now limited and whilst it is possible to continue with the current operating

model, the creation of an SLE gives the opportunity to become more commercially focused and to realise other benefits for example, bringing on board additional partners to generate economies of scale and mitigating the potential reducing business from the outsourcing of other council services.

4.0 Wards Affected

4.1 All wards in Cheshire East and Cheshire West and Chester.

5.0 Local Ward Members

5.1 All

6.0 Policy Implications (carbon reduction, health)

6.1 There are no direct, additional policy implications. This recommendation is in accordance with the recently approved three-year plan including the key outcomes and ways of working for Cheshire East.

7.0 Financial Implications (authorised by the Director of Finance and Business Services)

7.1 Section 10 incorporates an analysis of the financial and other implications in making this decision. The key financial aspects to highlight are:

- (i) Appendices A and B give the details of the one-off costs and the on-going revenue cost requirements for the SLE option depending on the progress towards additional partners and additional functions ("factories") being added (e.g. revenues, benefits). This projects a positive benefit and income stream by 2015/16 based on the clear assumptions given.
- (ii) The recommended decision requires a one-off input of £198k from Cheshire East which represents the costs of setting up the systems to be a separate company and the implementation costs. This amount is contained in the recently approved budget (£100k from existing capital to support Oracle) and £98k of new funding (£38k revenue and £60k capital). This is shown in Appendix A.
- (iii) Phase 1 assumes that Cheshire East have an additional on-going contribution of £125k for half year 2013/14. This is included in the revenue budget assumptions for 2013/14. Appendix B shows that the on-going costs assume an additional 5 posts. These do not need to be approved immediately. If the benefits do not arise (e.g. a new partner) these costs are not necessarily required. The timing of the staffing appointments will be made with the agreement of the Joint Committee initially and then by the Directors of the company if the decision within this report is approved.
- (iv) The financial benefits from gaining an additional partner are the most significant in reducing overall costs and in making the business case. An additional partner is estimated to bring in benefits of £1.4m (across the two authorities) and brings a positive financial position even without

any of the other cost reducing measures e.g. additional income, additional services included. The authorities are currently actively seeking an additional partner and making very positive progress.

- (v) If the Teckal compliant SLE is set up and there are no further efficiencies, no additional partner nor additional factories then the additional revenue costs (including the additional pension costs) is £291k for 2014/15 and rising as the contribution to pension costs rises. However, clearly this assumes none of the benefits of moving to an SLE are achieved but that the additional costs all remain. In reality if the benefits do not arise, alternative delivery options would be reconsidered in the medium term and, at the least, the additional costs contained. See Appendix B.
- (vi) An element of the additional costs relate to the treatment of staff pensions and the effect of a smaller unit to spread the costs and risks of any additional contributions. This crystallises an inherent risk already in the current pension costs of the authority which would have to be borne by Cheshire East in the medium to longer term even if the shared service remained in place as it is now. A further element is the additional risk introduced from a pension valuation perspective. The SLE could choose a different pension arrangement for new recruits. This could mitigate the additional costs. The intention will be to make this aspect of the costs as close to cost neutral as possible. However, the figures within the Appendices assume the additional costs of pension and no mitigation for any future changes. This is included in Appendix B.
- (vii) The financial implications of adopting the SLE are clearly stated above with phase 2 requiring on-going additional investment mitigated by the additional benefits of bringing in a new partner and/or additional factories and income. It will be within the authorities control to reduce the additional on-going costs at any stage if the likelihood of the additional benefits being achieved is in question or becoming unlikely.

8.0 Legal Implications

- 8.1 If the SLE option is the agreed way forward then legal advice will be commissioned from external legal advisors who will be recruited jointly by the two Councils to scrutinise and validate legal decisions and documentation

8.2 Legal Powers

The Localism Act 2011 introduced a general power of competence which gave local authorities power to do anything that individuals may do. The legislation was designed to remove uncertainty as to what local authorities may do and to enable them to explore innovative solutions to deliver services. The power includes the right to charge for discretionary services. However, charges must be based on actual costs incurred by the Council in providing the services and cannot include a profit element. Commercial trading must be carried out via a company. A local authority in-house service can not act as a

trading company and cannot generate any profits to pass back to the Council through dividends or service charges. An internal model is restricted to full cost recovery and commercial/for profit trading can only take place if the company model is chosen. As with the exercise of any local authority powers, the Council is under a duty to act fairly and reasonably.

8.3 Local Authority Companies

Part V of the Local Government and Housing Act 1989 and the Local Authorities (Companies Order) 1995 introduced categories of local authority companies and controls which apply to each type. For the purposes of Part V, an SLE would be a “controlled” company given that the Councils will jointly own more than 50% of the voting rights and so certain proprietary controls will apply to the SLE.

8.4 State Aid

State aid involves giving financial assistance which may be seen as distorting competition and could include granting leases rent free and providing guarantees and other financial benefits which are not available to other market providers. State aid which is above the de minimus level (£200,000 over a three year rolling period) and not otherwise exempt is unlawful. The rules around state aid are complex and further specialist advice will be sought to ensure the rules are not breached. However, state aid rules do not prevent the recommended options being pursued.

8.5 Section 10.10 and 10.11 contain further information on setting up an SLE. This includes information on Teckal exemption, employment law, pensions, procurement, the shareholder agreement, property/assets and tax/VAT.

8.6 Legal implications are contained in the relevant sections throughout the report and there will be further legal input required as we progress the formation of the company, as necessary.

9.0 Risk Management

9.1 The risks can be broken down into two key aspects; (1) The risks to the authority of not achieving its objectives for these three services, in making this decision and (2) the implementation risks of the recommended option if this is approved.

(1) The current arrangements for the delivery of these three services have been reviewed and a case made for change. In assessing the options, the risk of staying with the current delivery model and alternatives has been considered. Further details are contained in Section 10. The overriding risks are that business continuity for these business critical services is not maintained followed by other key risks in terms of not maximising efficiencies, not taking opportunities to maximise future benefits, a failure to properly assess future operations and a failure to appreciate the effect of a changing design of the Council and on the overall public sector on these services. Detailed discussions and analysis have taken place over a number of months with the Joint officer board and the Joint Committee and a strategic options appraisal has been the subject of on-going debate. The culmination of this

work has led to a review of all available information to recommend a decision, on the balance of risks, opportunities and cost/benefits to move towards a Teckal compliant SLE.

(2) If the decision to move towards an SLE is taken then careful on-going risk management is key. In preparation for this the key implementation risks are being formulated and there are plans in place to mitigate the risks and ensure that they are adequately monitored and reported on once a decision is taken. Further work progressing the detailed business case will be within the remit of the Executive Monitoring Board (EMB) and will ensure that the business case is appropriately challenged at each key stage.

10.0 Background and Options

10.1 Current Delivery and Cost Comparison

Cheshire East and Cheshire West Councils have been sharing ICT, HR and finance services since their inception in April 2009. The shared service has built up a significant amount of intellectual capacity in shaping and delivering the shared service. Financial savings exceeding £6.7m have been achieved.

The services currently cost just over £14m per annum to deliver. In order to review value for money, both ICT and HR/finance undertake regular benchmarking activity to compare costs and delivery, prompt service improvements and as a challenge to current delivery. Benchmarking nearly always raises questions and is a time consuming exercise to ensure that correct comparators are used. The last exercises were undertaken in 2011 and two reports are available – ICT, Gartner (external) report on ICT costs and a PWC comparison of staffing costs in HR and finance. Further benchmarking is due to take place in 2013/14 and the costs of the external support for this assumed in the budget. The overarching findings are that ICT costs were below average and that HR/finance were in the upper quartile (i.e. cheapest) of those included in the survey. This is a simplification of the extensive information and analysis but is included for context to show that the services are not inherently non competitive or inefficient. However, clearly they will become so if change is not now embraced.

10.2 Core Purpose of the Review and Drivers for Change

It is clear that the Councils require value for money from our current ICT, HR and finance support services ensuring that we continue to drive down costs, improve quality and take account of changes in technology and the market. This needs to be considered within a context of emerging new delivery methods for front-line services which will impact upon the nature and level of business for support services. Clearly the national picture of a reducing level of central funding to local government, increasing demand and an increasing need to operate with commercial acumen are all influencing factors.

The objectives of this review are to drive down costs; capitalise on existing assets and intellectual property; create value for both councils where possible; and to ensure that the support services are sufficiently flexible to respond to

changing future demands and to fulfil the support requirements of the Councils within a newly emerging model for service delivery.

10.3 Consideration of the Options

In order to achieve the core purpose and to ensure relevant options have been appropriately considered PWC were commissioned in 2010 to assist. The key outputs were four separate documents; Strategic options for shared services; collaboration and trading – high level business strategy; market analysis for shared services; and due diligence outputs. In August 2012, the Joint Officer Board and Joint Committee revisited the findings in 2010 and 2011 and a further strategic options appraisal and high level business case was produced. This was also informed by two further external advisors both with extensive knowledge of the sector. The result was a 65 page report examining the 6 main options and what each would entail. This is available on request and gives more detailed information on the options and consideration of each.

The following sections summarise each of the options. A useful chronology to consider the options is to first examine the option to disaggregate what is currently in place. When and if, this option is rejected then there are two possible paths to improvement; internal options and external options. The decision is a balance of judgement as to the risk and opportunities of each option given all factors.

10.4 Disaggregation

The strategic options appraisal accepted by the Joint Committee (October 2012) concluded that this option should be rejected. It is costly both in terms of one-off costs of disaggregating, losing economies of scale, losing the advantages of already sharing the services and would be time consuming for no tangible advantage. In addition, it prevents building on the opportunities presented by having a well developed service to bring in new partners and goes against the general policy drive for sharing services in the public sector. The advantage of this option is that it gives each authority autonomy to make its own decisions in the future and to consider all alternative delivery options from a single perspective. It is, however, the most costly and potentially disruptive of all the possible solutions. The most significant risk of this option is that it destabilises the current service for little immediate advantage except that of autonomy. It is, therefore, not a recommended solution.

10.5 Improved Internal Provision

This is clearly an option. The advantages are that it does not disrupt the current position, there are opportunities to improve the service through bringing in additional resources and expert staff (as in the company model) which could enable similar advantages to the company model whilst maintaining the current governance arrangements. Within the improved internal provision options there are the following alternatives. Each is considered in terms of its advantages, risks and opportunities:

(a) Do nothing “as is”

The overarching consideration is that there are now limited opportunities to deliver more for less within the current model. The advantages are that it does not require significant investment, it maintains a degree of stability, all energy could be put into making service improvements rather than on changing the model and it allows time to consider the effects of changes to service delivery across both councils and the changing public sector. The disadvantages are that it does not address the gradually reducing level of core business, it will not promote a commercial, client-focused culture (as it hasn't to date), the governance arrangements are sometimes challenging as a result of one partner being the host, it is costly and perceived as bureaucratic and the client/deliverer split is not clear. It would also not address the issue of staff being on differing terms and conditions and lack of a unique identity for the three services as a whole.

The risks of this option are low in terms of immediate effects on the delivery of these business critical services. However, the risk of a missed opportunity to improve the model, make it sustainable in the longer term and to drive forward a commercial operation are significant. This includes the lost opportunity to drive further efficiencies, capitalise on the existing assets and intellectual property and the potential to create future value in a company with potential to bring in new partners and in longer term be profitable and have saleable value. This option is not recommended.

(b) Transfer Model

This option involves one or other of the Councils becoming the lead authority and employing all the staff working in each shared service, thus harmonising terms and conditions. To be equitable, splitting the functions between ICT and HR/finance would be the likely solution. The advantages are that it would eradicate some perceptions that the current host (the West) has undue influence and would be a step towards harmonising staff terms and conditions by all staff being employed by one or other authority for ICT, HR or Finance. The disadvantages of this option are that it is a quasi- disaggregation in that rather than bringing the ICT/HR/finance services closer together into one business unit, it would bring additional separation. The risks to this option are that it does not achieve the majority of the objectives; it would not bring an additional focus on driving down costs; does not capitalise on existing assets and, does not anticipate reducing volume/increasing unit costs nor changing future demand. This option is not recommended.

(c) In house Trading

This is the most viable of the internal options. It involves setting up a joint in-house trading operation similar to the former Direct Service

Organisations (DSOs). The main advantages are that it would allow a move towards a more commercial, customer-focused culture, provide more transparency on unit costs, the set up costs would be low and there would be clear ownership by the two authorities. It would also allow the development of its own brand and is a known venture i.e. we have done this before. The level of investment would be similar, but lower than that of a company model. The on-going savings possible are shown in Appendix C (compared to the company, SLE model). The main aspect of a positive financial projection is an additional partner. Therefore, the comparison between this option and the company model rests on the likelihood of another partner being brought into the model and this is judged to be lower than in the company model. It can be argued that this model couldn't work well for three authorities/partners even though it is viable for two. The additional costs are lower than the company (SLE) model (because of pensions and not having to operate as a separate company). If the benefit of a new partner is attributed to this option, this appears the most financially positive option. The disadvantages, however, are that it does not offer the same benefits to trade commercially, is less likely to be attractive to additional partners and it does not meet all of the objectives in that it does not capitalise on the existing asset and intellectual property nor create a value company for each authority. In addition, it does limit future expansion in that it is unlikely to be sustainable for a growing number of partners. The main risks to this option are that further efficiencies are less likely as full commercialisation is not possible, the lower likelihood and increased difficulty of operation in attracting an additional partner and the lost opportunity to trade at profit.

Appendix C shows that by 2014/15 this option is a financial saving against the current shared service, even without an additional partner and potentially more financial advantageous than the SLE option. However, it is limited in scope in the longer term.

10.6 Externalisation

The following external delivery models are all potentially viable alternatives. Each is considered in terms of its advantages, risk and opportunities.

(a) Outsource

This involves the selection of an external private sector supplier being paid to provide the services on behalf of the Council. The advantages of this option are that there is likely to be an immediate return on investment and lowering of costs, it gives access to private sector capability, it moves the operation out of the authority potentially freeing up additional capacity and reducing "noise," the majority of the services are standard and, therefore, suitable for specifying and monitoring in a tangible way, it brings access to wider experience/best practice and the outsourced provider is likely to become a change agent and give impetus to improvements. The disadvantages of this option are that it

relies on highly detailed specification and process to ensure that efficiencies are retained by the Council rather than handing the provider a lucrative means of profit at the expense of the Council. There are a number of highlighted risks involved in outsourcing e.g. potential dissatisfaction about loss of control and high exit costs making this option virtually irretrievable. This makes this option high risk at the current time as there are so many uncertainties around level of business and emerging ICT choices whereas this option would tie the authority into a medium term agreement. The main risk would be that this option would not maximise the efficiencies to the Council and that it would restrict flexibility around emerging delivery options across the Councils. This option is not recommended at the moment but that does not preclude either full outsourcing of the business in the medium term or aspects of the business being commercially procured in the future (e.g. CLOUD).

(b) Joint Venture

This is a legal entity set up between the parties to jointly deliver the services. The private sector is typically the majority shareholder. To make this a viable commercial proposition the tie-in tends to be 8- 10 years. This is usually used where the objectives relate to diversification, growth and business improvement. There are high profile examples of successful joint ventures in the public sector (e.g. Liverpool Direct). Equally there are some high profile failures relating to this option. The advantages are that it provides access to commercial skills and private sector delivery capability, transfers risk to the partner, is more likely to attract additional business and allows expansion and diversification. The disadvantages are similar to that of the outsourcing option and the lack of specific information on the likely cost reductions compared to the level of risk by being constrained in the longer term whilst service delivery models for front-line services are being transformed. The option itself is viable and has proved successful in other areas of the country. It is an effective way of bringing in commercial expertise. However, the timing and risk of being unable to achieve savings and not having the capability to specify the outcomes and guaranteed business levels makes this a high risk option at the moment. It is not recommended.

(c) Separate Legal Entity (SLE).

This model is appropriate where there is a desire to trade commercially for a profit with other public and private organisations. It involves establishing a separate legal entity which will deliver services back to contracting authorities. There are a number of forms this can take such as a company limited by shares or guarantee; a community interest company; and industrial and provident society. The initial legal advice suggests that the most suitable structure for Cheshire shared services is a company limited by shares which is Teckal compliant (this is explained more in the following section).

This model satisfies all of the objectives outlined in 10.2. It would create a commercial and customer focused culture akin to the private sector whilst retaining all efficiency gains within the participating councils. It would enable the sharing of overheads across a broader base and potentially capitalise on the assets and intellectual property already built up. It is a strong base to bring in an additional partner which gives a clear efficiency gain and economy of scale to assist future sustainability. In the longer term, if the company became a full trading company (ie not Teckal compliant) the additional benefits are the ability to trade more significantly and develop commercial relationships with local businesses, opportunity to invest savings in the local economy and operational independence to generate profit and sell shares.

This option requires investment in two ways: one-off set up costs and on-going costs of being a company (including initial additional staffing and increased pension costs). This is clearly shown in Appendix A and B.

The balance of judgement required is as to whether the additional one-off costs and the short term, additional on-going running costs should be invested to gain the additional benefits arising from the more focused commercial culture, much higher likelihood of attracting an additional partner, increasing trading income and driving down costs. With an additional partner, by 2015/16 the model provides a positive net financial impact of over £1m across the two authorities. The assumptions around these costs have been thoroughly reviewed and whilst it clearly depends on the partner and a number of other prevailing circumstances the additional partner is the key to the efficiency which is substantial. Equally, in theory these benefits also arise with an internal trading model.

To mitigate some of the risk and to control the phasing of the additional on-going costs the five additional appointments (see Appendix B) could be contained to one initially (the MD role) and the appointment of each of the other posts conditional on a new partner being on board and/or at the discretion of the SLE following the company being set up and MD appointment. This is covered in section 7 (iii) and that is the recommended position.

Given the above, the key risks are that the additional investment is made but that the benefit of an additional partner does not transpire and that the service may temporarily decline as energy is invested in the setting up of the company rather than the quality of service delivery. Whilst these risks are substantial, they can be managed and the decision is as to whether the potential benefits justify the additional initial cost and risk. It is also a matter of judgement whether the benefits are most likely to be achieved by an in-house trading model or an SLE. On balance the Joint Committee has recommended that this option is recommended for approval.

10.10 Further Examination of Risks, Financial Assumptions and Implications

- (i) Corporate Support Services. The financial information assumes that existing costs of providing support to the current shared service are transferred to the SLE (£1.47m per year covering HR, Legal, Finance, Accommodation costs). This represents approximately two thirds of the total current estimated support cost and there is detailed work to be undertaken to achieve this. The costs have been estimated to assist the comparison between the existing cost and the new cost and is the most accurate assumption that can be made at present. A high proportion of these costs are accommodation, the SLE could be given the freedom to challenge/reduce all support service costs once the company is set up.
- (ii) The additional benefit of a new partner assumes that the partner will fund all initial set up costs for a higher proportion of the on-going financial gain (66%). This will be subject to negotiation with any partner. The business case is financially positive with an additional partner regardless of the specific assumptions as the economy of scale benefits to all partners is significant.
- (iii) Tax and VAT. The SLE will have to pay income/corporation tax on any profits and the special VAT provisions that apply to the Council will not be available to it. Corporation tax should only become payable if the SLE is successfully generating new sources of income and therefore this does not fundamentally affect business case. For VAT purposes, most of the services will be taxable supplies and therefore there should be no VAT implications of the change in model. HMRC have recently introduced new regulations known as “cost sharing.” If these regulations were to apply to the SLE they would affect the business case and financial benefits. External professional advice has been taken and the expectation is that these regulations will not have an adverse impact. This is, however, a remaining risk but is considered low in terms of the VAT risk.

(iv) Pensions

Local authority staff are entitled to pension protection under the best value authorities staff transfer pensions Direction 2007. The protection is that a new employer must provide all transferring staff who are members of the Local Government Pension scheme (LGPS) with continued access to the LGPS or to a broadly comparable scheme. The SLE will be able to join the LGPS. It is proposed that the Council act as a guarantor during the phases of the SLE’s development. The alternative to this is that the SLE would be required to provide a pension bond. This is estimated to be in the region of £4m.

This is a complex area. The main financial risks have been reflected in the increased pension costs in the financial case at Appendix B. Each employer in the pension fund pays a standalone contribution rate

reflecting the demographic profile of their members. The actuary will make assumptions about the expected returns from the fund's assets. These assumptions are derived objectively from the financial markets at the date of staff transfer. The financial markets and hence the actuary's assumptions for investment returns are currently significantly lower than those assumed as part of the 2010 valuation. As a consequence, recent experience is that employer contribution rates for transferred staff are higher over the short to medium term than the rate paid by the Councils. The Council's own contribution rates will face upward pressure when they are reviewed in 2013. However, the key difference is that the local authorities have more flexibility in terms of phasing in the increases in contribution rates over a longer period of time and therefore reducing the impact in the short to medium term.

The assumption in the financial business case is to phase any increases in equal instalments over the development phases. However, as the Council's are still paying contributions set at 2010 valuation, the phasing of any increases to the SLE's rates puts the Councils in no worse position than if staff had remained in-house.

It is proposed that the Council will retain the pension deficit accrued up to the date of transfer. This is consistent with the approach that would be taken with a more traditional outsourcing. The budget of the proposed SLE will be reduced to reflect the annual cost of the liability taken on by the Council. The financial assumptions do not include any benefits from either closing the LGPS to new members post transfer or the Hutton review. Both options have the potential to produce significant savings over the long term and mitigate the additional contributions shown in the financial analysis. The closing of the pension scheme to new members is clearly only an option where Local Government ceases to be the employer (for example the SLE option or outsourcing) and not the internal trading option

(v) Phased Approach

The Joint Committee have established that the development (if approved) should be a phased approach:

Phase 1: Change programme. Create the company, the company board, shareholder committee and appoint management team. The business focus in this initial phase is concerned with improving the quality of service provision within the new structure and with a new culture, whilst continuing to develop the future commercial company propositions. Bring in new partner.

Phase 2: Commercialisation Programme. Company develops robust plan detailing how it will grow the business, proposition branding developed, marketable service packages and selling points established.

10.11 Further Explanation and Information on Teckal and the SLE

A Teckal compliant SLE means that the Councils can contract with it without a procurement exercise. The Teckal exemption was established by an EU case and must satisfy two conditions; the **control test** (the contracting authority must exercise control which is similar to that which it exercises over its own departments and, the **activities test** (the SLE must carry out the essential part of its activities for the Councils and other activities must be of only marginal significance). Further information is available as to how the control and activity tests apply. In order to satisfy the control test and to reassure members the Council can put limits on the decisions which can be taken by the company e.g. decision to enter into a partnership arrangement, pension liabilities, significant pay rises.

Shareholder agreement

The way in which the two Councils and the SLE deal with each other will be set out in a shareholder agreement. The matters covered by the agreements could include:

- The issue of new shares, for example, to a new partner
- Exit arrangements including provision for what happens if one shareholder wants to sell their holding
- Management of the SLE – for example, rights to appoint directors (usually covered in the articles as well)
- Appointment of external auditors and rights of access for the Council's auditors
- Financial reporting arrangements
- Future funding
- Confidentiality
- Deadlock provisions

If the decision to create an SLE is approved this is a key area of discussion for the two councils and is an opportunity to ensure the appropriate level of control and intervention whilst not being so restrictive as to mitigate the benefits of a more flexible delivery model. This should provide comfort to members that the Councils will be able to influence decisions and future solutions.

Employment Perspective

Approximately 330 (FTE) staff will be affected by a transfer into an SLE. This would take place under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). Given the scale of transfer there may also be support staff who could be within the scope of TUPE and further work would be required on this issue. A full consultation exercise will be carried out with staff.

Property and Assets

The management of assets including ownership of the network will require careful consideration taking into account any state aid issues and the Council's exit strategy. Further work is required to develop an agreed

approach. The Head of terms for the licenses/leases for premises will be based on legal advice.

10.12 Further Decisions

If the decision is taken to create the SLE, there are a number of necessary additional decisions and actions required. The Section 151 officers (in consultation with the Heads of finance and head of legal services) and with the Chair and Vice Chair of the shared services Joint committee should be authorised to:

- Finalise aspects of the business case which need further clarification e.g. saving from the specific additional partner, level of lead officer post. This will need to go through the EMB.
- Recruit and appoint an interim lead officer for the SLE.
- Finalise the form and structure of the company following detailed legal and financial advice.
- Develop the operation of the commissioning functions within existing resources
- Agree the memorandum and articles of association based on the principles outlined in the report including those matters reserved to the Councils as shareholders
- Agree funding arrangements
- Agree the scope of services to be commissioned from the SLE, the performance management framework, the contract length, price and payment mechanism.
- Agree the terms of the shareholder agreement
- Oversee the completion of the due diligence work
- Agree the terms of the licenses/leases required and such detailed terms or conditions as deemed appropriate by the Heads of Legal services.
- Agree the principle of buyback of corporate services
- Agree in principle to guarantee pension liabilities for the wholly owned company for the duration of the contract in respect of Council staff transferring to the company. The scale of the guarantee is likely to be in the region of £4m.
- Agree in principle to provide such financial guarantees as the company may reasonably require for the duration of the contract subject to the approval of the Head of Finance (subject to standing orders) on a case by case basis including parent company guarantees and bank guarantees.

11.0 **Background Papers**

The Future of Cheshire Shared Services - Strategic Options appraisal and High Level Business Case (13th December 2012)

Strategic Options Appraisal for Shared Service

Collaboration and Trading – High Level Business Strategy

Market Analysis for Shared Services

Due Dilligence Outputs

Various presentations and papers for CE/CWAC Joint Committee for Shared Services

The background papers relating to this report can be inspected by contacting the report writer:

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SLE - One-off costs - all phase 1 for period April - end of Nov 2013

APPENDIX A

	Projecton Accuracy H/M/L/VL	SLE £000's
<u>1 Costs to be funded from existing budgets (opportunity costs)</u>		
1.1 Share of Oracle template - assume cost of template shared with 5 SLEs	L	150
1.2 Project management - internal staff time	H	45
Total opportunity costs		195
<u>2 Additional external one-off set up costs</u>		
1.1 Legal advice (Eversheds) on legal structure, shareholders agreement and contract between SLE and Councils	M	75
1.2 Pensions advice from fund actuary	H	25
1.3 Financial advice on tax	H	20
1.4 Chief Executive: 4 months June - Sept 2013	H	40
1.5 Director of Corporate Services: 3 months July to Sept 2013	H	25
1.6 External recruitment cost of Chief Exec (25% of first year salary)	H	30
1.7 Other costs	M	15
Total additional one-off costs per business case		230
Assume £30k can be shave of total above		-30
Total additional one off costs		395
<u>East Funding Arrangements</u>		
East share 50% of total one off costs		198
Less amount funded from existing capital budgets (Oracle)		-100
Balance of new funding required		98
Cheshire East Funding from: new one off revenue funding*		38
Cheshire East Funding from: new capital funding*		60

*included in current budget proposals for 13-14

Breakdown of additional costs and savings				APPENDIX B				
		Phase 1 Transition 8/4/13- 30/11/2013 6 months	Phase 1 SLE Operational 1/10/13 31/3/14 6 mnths	Review	Phase 2 Commercialisation 2014-15	Phase 2 2015-16	2016-17	2017-18
Projecton Accuracy H/M/L/VL		£000	£000		£000	£000	£000	£000
Phase 1 - Establishment of SLE					Year			
			1		2	3	4	5
			One off costs £395k					
<u>Additiional on-going staff costs</u>								
Chief Executive (1 @ Director 1)	H		60		120	120	120	120
PA to chief executive (1 @ G5)	H		12		23	23	23	23
Synergies from the implementation of a single TOM for HR/Finance/ICT				M	-100	-100	-100	-100
Director of Business Development (1 @ G17)	H		0		0	0	0	0
Director of Corporate Services (1 @ G15)	H		38		76	76	76	76
Business Performance Manager (1 @ G12)	H		30		60	60	60	60
Additional marginal cost of existing support services due to dis-economies of scale								
(a) Finance - Separate accounts, VAT/PAYE returns, budgeting, cashflow and banking arrangements etc..	M		25		49	49	49	49
(b) HR - separate T&Cs and HR policies	M		25		49	49	49	49
© Legal	M		14		27	27	27	27
Cost of CWaC/CEC Members and/or officers acting as NED, Company Secretary or shareholders to the SLE				M	30	30	30	30
Cost of company secretary role provided by CWaC/CEC	M		8		15	15	15	15
Statutory audit costs	H		10		20	20	20	20
External tax and financial advice	H		8		15	15	15	15
Benchmarking data to support contract (gartner/PwC)	M		13		25	25	25	25
other incidental costs	M		3		5	5	5	5
<u>Pensions</u>								
Increase in future service funding rate from 16% to 25% phasedover 5 years on gross pay budget of approx £8.4m - marignal additional cost above councils stabilised rate (rises 0.5% pa)*	M		42		168	252	335	419
NET IMPACT BY YEAR				250	583	667	751	834
<u>Phase 2 - Commercialisation of SLE</u>								
Director of Business Dev/Marketing	H				94	94	94	94
Additional Sales Income	L				-50	-150	-200	-200
<u>Add a new factory</u>								
Total set up costs (one off)	M				500			
Ongoing revenue savings	M					-360	-360	-360
<u>Add a new partner</u>								
Total set up costs (met 100% by partner)	VL							
Projected on going savings from ICT	VL					-1,180	-1,180	-1,180
Projected on going savings from HR/Finance	VL				-297	-297	-297	-297
Net Impact Year by Year				250	830	-1,226	-1,192	-1,109
Cheshire East Phase 1 Additional Revenue Budget Req				125				
Cheshire East Phase 2 Additional Revenue Budget Req					290	-613	-596	-555
Cheshire East Phase 2 Additional Capital Budget Req					125			
<u>Note</u>								
* Figures shown are the additional marginal costs of moving to an SLE over and above the existing stabilisation rate of 0.5%. However, if the current stabilisation rate moved to 1% (to reflect downturn in gilt returns then the additional marginal costs would reduce to figures shown).				21	84	126	168	210

Breakdown of additional costs and savings								APPENDIX C			
		Phase 1 Transition 8/4/13- 30/11/2013 6 months	Phase 1 SLE Operational 1/10/13 31/3/14 6 mnths	Review	Phase 2 Commercialisation 2014-15	Phase 2 Commercialisation 2015-16	2016-17	2017-18	Trading 8/4/13- 30/11/2013	Trading 1/10/13 31/3/14	Trading 2014-15
	Projection Accuracy H/M/L/VL	£000	1 £000		2 £000	3 £000	4 £000	5 £000		£000	£000
Phase 1 - Establishment of SLE					Year						
Additional on-going staff costs				One off costs £395k						One off costs £115k	
Chief Executive (1 @ Director 1)	H		60		120	120	120	120		60	120
PA to chief executive (1 @ G5)	H		12		23	23	23	23		12	23
Synergies from the implementation of a single TOM for HR/Finance/ICT	M		-50		-100	-100	-100	-100		-50	-100
Director of Business Development (1 @ G17)	H		0		0	0	0	0			
Director of Corporate Services (1 @ G15)	H		38		76	76	76	76			
Business Performance Manager (1 @ G12)	H		30		60	60	60	60		30	60
Additional marginal cost of existing support services due to dis-economies of scale											
(a) Finance - Separate accounts, VAT/PAYE returns, budgeting, cashflow and banking arrangements etc..	M		25		49	49	49	49			
(b) HR - separate T&Cs and HR policies	M		25		49	49	49	49			
© Legal	M		14		27	27	27	27			
Cost of CWaC/CEC Members and/or officers acting as NED, Company Secretary or shareholders to the SLE	M		15		30	30	30	30			
Cost of company secretary role provided by CWaC/CEC	M		8		15	15	15	15			
Statutory audit costs	H		10		20	20	20	20			
External tax and financial advice	H		8		15	15	15	15			
Benchmarking data to support contract (gartner/PwC)	M		13		25	25	25	25		13	25
other incidental costs	M		3		5	5	5	5		3	5
Pensions											
Increase in future service funding rate from 16% to 25% phasedover 5 years on gross pay budget of approx £8.4m - marginal additional cost above councils stabilised rate (rises 0.5% pa)*	M		42		168	252	335	419			
NET IMPACT BY YEAR				250	583	667	751	834	68133		
Phase 2 - Commercialisation of SLE											
Director of Business Dev/Marketing	H				94	94	94	94			
Additional Sales Income	L				-50	-150	-200	-200			
Add a new factory											
Total set up costs (one off)	M				500					500	
Ongoing revenue savings	M					-360	-360	-360			-360
Add a new partner											
Total set up costs (met 100% by partner)	VL										
Projected on going savings from ICT	VL					-1,180	-1,180	-1,180			-1,180
Projected on going savings from HR/Finance	VL				-297	-297	-297	-297		-297	-297
Net Impact Year by Year				250	830	-1,226	-1,192	-1,109	271-1,704		
Cheshire East Phase 1 Additional Revenue Budget Req				125							
Cheshire East Phase 2 Additional Revenue Budget Req					290	-613	-596	-555		11	-852
Cheshire East Phase 2 Additional Capital Budget Req					125					125	
Note											
* Figures shown are the additional marginal costs of moving to an SLE over and above the existing stabilisation rate of 0.5%. However, if the current stabilisation rate moved to 1% (to reflect downturn in gilt returns then the additional marginal costs would reduce to figures shown).				21	84	126	168	210			

SLE - One-off costs - all phase 1 for period April - end of Nov 2013			APPENDIX D	
	Projection Accuracy H/M/L/VL	SLE £000's	Trading £000's	Additional SLE costs over and above trading £000's
<u>1 Costs to be funded from existing budgets (opportunity costs)</u>				
1.1 Share of Oracle template - assume cost of template shared with 5 SLEs	L	150	25	125
1.2 Project management - internal staff time	H	45	5	40
Total opportunity costs		195	30	165
<u>2 Additional external one-off set up costs</u>				
1.1 Legal advice (Eversheds) on legal structure, shareholders agreement and contract between SLE and Councils	M	75	0	75
1.2 Pensions advice from fund actuary	H	25	0	25
1.3 Financial advice on tax	H	20	0	20
1.4 Chief Executive: 4 months June - Sept 2013	H	40	40	0
1.5 Director of Corporate Services: 3 months July to Sept 2013	H	25	0	25
1.6 External recruitment cost of Chief Exec (25% of first year salary)	H	30	30	0
1.7 Other costs	M	15	15	0
Total additional one-off costs per business case		230	85	145
Assume £30k can be shaved off total above		-30		
Total additional one off costs		395	115	310
<u>East Funding Arrangements</u>				
East share 50% of total one off costs		198	58	155
Less amount funded from existing capital budgets (Oracle)		-100	-15	
Balance of new funding required		98	43	155
Cheshire East Funding from: new one off revenue funding*		38	43	-5
Cheshire East Funding from: new capital funding*		60		60
*included in current budget proposals for 13-14				

CHESHIRE EAST COUNCIL

Cabinet

Date of Meeting:	2 April 2013
Report of:	Strategic Director, Children, Families and Adults
Subject/Title:	Determination of Local Authority Coordinated Scheme and Admission Arrangements
Portfolio Holder	Councillor Rachel Bailey Portfolio Holder for Children and Family Services

1.0 Report Summary

- 1.1 Cabinet are requested to approve the proposed admission arrangements and coordinated scheme as set out in the Appendices attached to this Report, which will apply to 2014 and subsequent years, subject to any review.
- 1.2 The proposed admission arrangements include the overall procedure, practices, criteria, published admission number (PAN) and supplementary information to be used in deciding on the allocation of school places.
- 1.3 The coordinated scheme, which all local authorities are required by section 88M of the School Standards and Framework Act 1998 (SSFA) and the Co-ordination Regulations to have in place, will apply to applications for places in all publicly funded mainstream primary and secondary schools, including free schools and academies, for the relevant age group i.e. at the normal point of entry into reception at 4+ and secondary transfer at 11+ for the school year 2014-15 and to applications received 'in year' (i.e. those received after the first day of the school year into the relevant age group or into any other year group).
- 1.4 Local authorities and admission authorities are under a statutory duty to consult on any proposed changes before arrangements can be determined. One exception to this is where, in its role as admission authority, the Local Authority, plans to keep a school's published admission number the same or increase it. In such circumstances, it must consult at least the governing body of the school. The published admission number is the number of pupils to be admitted at the normal point of entry to school.
- 1.5 Cabinet are advised that no changes have been proposed to the admission arrangements and coordinated admissions scheme for 2014, other than changes to the published admission numbers for some primary schools, as listed in the appendices.
- 1.6 Arrangements must be determined annually and by 15 April in the year preceding admission, in accordance with statutory requirements.

2.0 Decision Requested

2.1 Cabinet is recommended to approve

- The proposed **admission arrangements** (for community and voluntary controlled schools, **(Appendix 1)**;
- The proposed **coordinated admission scheme (Appendix 2)**;
- The proposed changes to some school's published admission numbers **(Appendix 3)**; and,
- The proposed **Relevant Area**
- Notification of the determined arrangements to all consultees within 14 days of determination.

3.0 Reasons for Recommendations

- 3.1 The recommendation will enable the Local Authority to meet its statutory duty to determine by 15 April 2013 a coordinated admissions scheme and admission arrangements for 2014, and to notify all consultees and the Secretary of State of the determination, in accordance with legal requirements.

4.0 Wards Affected

- 4.1 Once determined,
- the coordinated scheme will apply to all Cheshire East publicly funded mainstream primary and secondary schools, including free schools and academies;
 - the determined admission arrangements will apply to all Cheshire East community and voluntary controlled schools.

5.0 Local Ward Members

- 5.1 All wards members.

6.0 Financial Implications (Authorised by the Borough Treasurer)

- 6.1 Members should note that the costs of School Admissions are charged to the Dedicated Schools Grant within the element for central expenditure.

7.0 Legal Implications (Authorised by the Borough Solicitor)

- 7.1 The Authority has a duty to comply with the mandatory requirements imposed by all relevant legislation including the School Admissions Code (or by statutory provisions). The School Admissions Code has been issued under Section 84 of the School Standards and Framework Act 1998 ('SSFA

1998') Chapter 1 of Part 3 of the School Standards and Framework Act (SSFA) 1998 contains the key provisions regarding schools admissions, including the statutory basis for the Code. The Code reflects changes to the law made by the Education Act 2011 and Regulations.

- 7.2 The Regulation that applies for the purpose of this report is the **School Admissions (Admission Arrangements and Co-ordination of Admission Arrangements) (England) Regulations 2012**; which requires that all local authorities formulate and determine a scheme for coordinating admission arrangements for publicly funded schools within their area by 15 April.

8.0 Risk Management

- 8.1 The Local Authority must determine its admission arrangements and coordinated scheme before 15 April 2013, otherwise it will be in breach of its statutory duty to comply with the provisions of the School Admissions Code.
- 8.2 The Local Authority must inform the Secretary of State whether it has secured the adoption of a qualifying scheme by 15 April. The Secretary of State may impose a scheme where a scheme has not been adopted.
- 8.3 Objections to determined admission arrangements can be referred to the Office of the Schools Adjudicator by 30 June in the determination year. The Adjudicator must consider whether the arrangements comply with the Code and the law relating to admissions. Arrangements must therefore be compliant with the provisions set out in the School Admissions Code 2012. An Adjudicator's determination is binding and enforceable.
- 8.4 Community and voluntary controlled schools have the right to object to the Schools Adjudicator if the PAN set for them is lower than they would wish. There is a strong presumption in favour of an increase to the PAN to which the Schools Adjudicator must have regard when considering any such objection.

9.0 Background

- 9.1 The Local Authority's school admission arrangements and coordinated scheme are for implementation from September 2014.
- 9.2 If changes are proposed, consultation is required by 1 March (determination year) in accordance with the requirements set out in the School Admissions Code. Where the admission arrangements have not changed from the previous year there is no requirement to consult, subject to the requirement that admission authorities must consult on their admission arrangements at least once every 7 years, even if there have been no changes during that period.
- 9.3 Arrangements must be determined by **15 April** every year, even if they have not changed from previous years and a consultation has not been required.

- 9.4 **Admission Arrangements:** The only change proposed for 2014 is in relation to an increase in the published admission number (PAN) for some schools. Governing bodies of individual schools have been consulted to agree the PAN to apply for 2014, subject to Cabinet determination. In deciding to recommend that a PAN should be allowed to increase, officers have given consideration to the school's net capacity (number of classrooms and physical size of the school) and its ability to accommodate more pupils at the normal point of entry and the impact that this may have in future years as the proposed larger intake moves through the school. Consideration has been given to the need for additional places in the area of the school. Class organisation and staffing have also been taken into account. (Appendix 3).
- 9.5 Cabinet is recommended to approve the PAN increases (Appendix 3), which will then apply from 2014.
- 9.6 Cabinet Members are advised that in making this recommendation, officers have taken advice from the Admissions Forum at its meeting on 12 March on any PAN changes that they consider could be detrimental to the school in the future due to insufficient accommodation and potential overcrowding or where there are sufficient school places in the area and surplus capacity. Whilst there is no duty to do so, consideration has also been given to the potential detriment to other schools in the area.
- 9.7 The Admission Forum gave full consideration to the issues presented and their advice is that schools are best positioned to judge whether an increase in PAN, and the resulting additional children, can be accommodated in the existing school premises without prejudice to other pupils in the school. The Forum therefore recommended that in order to promote fairness and consistency amongst all schools in Cheshire East, schools should be allowed to increase their PAN where they deem it appropriate.
- 9.8 Members are reminded that governing bodies of community and voluntary controlled schools have the right to object to the Schools Adjudicator if the PAN set for them is lower than they would wish and that there is a strong presumption in favour of an increase to the PAN to which the Schools Adjudicator must have regard when considering any such objection.
- 9.9 **Coordinated Scheme:** There are no changes proposed. Some minor amendments to dates have been made to take into account holiday periods and weekends. (Appendix 2)
- 9.10 The **Relevant Area** is the area within which the admission authority for a school must consult all other prescribed schools on its admission arrangements. No changes are proposed to the existing arrangements, which provide for the 'relevant area' for all community and voluntary controlled schools, for which the Local Authority is the admissions authority, to be the Cheshire East administrative boundary and for every other Cheshire East school to be the area normally served by the school from which most of its pupils are drawn.

10.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

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Appendix 1 School Admission Arrangements 2014

Appendix 2 Coordination Scheme 2014

Appendix 3 Published Admission Numbers 2014

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LOCAL AUTHORITY ADMISSION ARRANGEMENTS 2014 - COMMUNITY AND VOLUNTARY CONTROLLED SCHOOLS.

These admission arrangements apply to applications for all Cheshire East **community and voluntary controlled schools** in the school year 2014-2015 and for subsequent years, subject to any review. In its role as the admission authority for these schools, Cheshire East Council (the Local Authority) will be responsible for determining who can be allocated a place in accordance with these arrangements.

Applications for school places received for the normal admission round (i.e. into reception at 4+ and secondary transfer at 11+) and 'in year' (i.e. into any year group outside the normal admission round) shall be considered in accordance with the arrangements set out below and in accordance with the provisions set out in the Local Authority's agreed scheme, full details of which are published on the Local Authority's website at www.cheshireeast.gov.uk.

PUBLISHED ADMISSION NUMBERS (PANs)

The Local Authority has agreed admission numbers (PANs) for its community and voluntary controlled schools, which is the number of children that will normally be admitted into the *relevant age group* (e.g. into the reception year in a primary school and into year 7 as a secondary transfer in September for the first time). The admission number is set based on the number of pupils the school can accommodate and therefore normally, PANs will continue to be applied i.e. to all subsequent year groups in addition to the relevant age group. Admission numbers for schools in Cheshire East are published on the Local Authority's website at the start of the application process on 1 September. Hard copies can be requested.

The Local Authority, in its role as the admission authority for community and voluntary controlled schools, may agree (through consultation with the governing body) admission over PAN where to do so would not result in prejudice to the provision of efficient education or efficient use of resources at the school. The Local Authority will not normally be able to agree admission over the published admission number where to do so would result in a breach of infant class size legislation, which requires that infant classes (those classes where the majority of children will reach the age of 5, 6, or 7) contain no more than 30 pupils with a single qualified teacher.

The published admission number will continue to be applied as the relevant age group progresses through school, unless the circumstances for the school have changed since the PAN was agreed.

CHILDREN WITH STATEMENTS OF SPECIAL EDUCATIONAL NEEDS

A Statement of Special Educational Need is a statement made by the local authority under Section 324 of the Education Act 1996 that specifies the special educational provision

required for that child. Schools must admit a child with a **Statement of Special Education Needs** that names their school.

OVERSUBSCRIPTION CRITERIA

Where more applications are received than there are places available, after Children with Statements of Special Educational Needs, priority for admission will be based on the Local Authority's published oversubscription criteria as follows:

- i) **'Cared for Children' and Children who were Previously 'Cared for'.**
 - A 'cared for child' is a child who is in the care of a local authority or provided with accommodation by that local authority (as defined in section 22 of the Children Act 1989).
 - Children previously 'cared for' are children who were 'cared for' as defined above, but immediately after being 'cared for' became subject to an adoption, residence, or special guardianship order. An adoption order is an order under section 46 of the Adoption and Children Act 2002. A 'residence order' is as an order settling the arrangements to be made as to the person with whom the child is to live under section 8 of the Children Act 1989. Section 14A of the Children Act 1989 defines a 'special guardianship order' as an order appointing one or more individuals to be a child's special guardian (or special guardians).
- (ii) **Siblings** – pupils with brothers or sisters, step-brothers or step-sisters, foster brother or sisters, half-brothers or half-sisters, adopted brothers or adopted sisters living together as part of one household, already attending the preferred school (in years *Reception* through to *Year 10*) and expected to continue at the school in the following school year. (i.e. at the time of admission)
- (iii) **Children resident within the designated catchment area of the school.** Children will be classed within this criterion if they and their parents/carers are resident within the area served by the school. (see notes below)
- (iv) **Children not resident within a school's designated catchment area but attending a school nominated as a feeder/partner primary school for admissions purposes.**
- (v) **Pupils living nearest to the school** measured using an Ordnance Survey address-point system which measures straight line distances in miles from the address point of the school to the address point of the place of residence.

Notes:

Where a school cannot accommodate all pupils qualifying under one of the criteria stated above, the next criteria will also be applied to determine priority for admission. For example, if a school cannot accommodate all *children resident within the catchment area (criterion iii)*, the priority will be in the order of:

- Resident in the catchment area (criterion iii) attending a feeder school (iv) and living nearest to the school (v)
- Resident in the catchment area (criterion iii) not attending a feeder school (iv) and living nearest to the school (v)

All applicants within each criterion will be put into a distance order with priority being given to those that live nearest to the school, as stated in criterion v above. Where it is identified that there are a limited number of places available and the Local Authority cannot differentiate between the applications using the distance criterion (criterion v) a random allocation tie-breaker will be applied. This may be required for example, where applicants reside in the same block of flats or are children of a multiple birth living at the same address.

In the case of previously looked after children (criterion i) admission authorities may request a copy of the adoption order, residence order or special guardianship order and a written correspondence from the local authority that last looked after the child confirming that he or she was looked after immediately prior to that order being made.

Children will be considered within criterion (iii) if they and their parents/carers are resident on the date published for the receipt of supporting documentation (see part two below). Supporting information may be requested to verify the place of residence. For children of UK service personnel (UK Armed Forces) a Unit postal address or quartering area address will be accepted in advance of removal into the area, subject to official written confirmation of the address and relocation date. Preferences for the catchment area school for the confirmed address will be considered under criterion iii, unless a higher criterion is applicable.

CHILDREN OF MULTIPLE BIRTHS

In relation to children of multiple births, exceptionally it may be necessary to offer places over the published admission number to ensure that, as far as possible, siblings (i.e. twins, triplets or children from other multiple births) can attend the same school.

PARENTS and CARERS with SHARED RESPONSIBILITY for a CHILD

Where parents or carers have shared responsibility for a child the place of residency will be determined as the address where the child lives for the majority of the week (e.g. where the child wakes up between Monday to Friday). Full details must be submitted in writing to enable the Local Authority to determine which address will be used for the purpose of admission. A panel of officers will consider the information provided. Where the Local Authority is unable to reach a decision based on the information received, e.g. where the child lives equally with both parents, the address provided for claiming Child Benefit and where appropriate, Child Tax Credits will be applied to the admission application. In such circumstances, documentary evidence must be provided.

MOVING HOUSE

Parents and carers must inform the Local Authority immediately of a change of address, even if details of a future change of residency were included on the application form. The

Local Authority will require supporting evidence to show that the place of residency has changed as follows:

- A letter from the solicitor confirming the completion date;
- A signed rental agreement showing the start of the tenancy (in accordance with the arrangements set out in the Local Authority's Coordination Scheme)

In addition the Local Authority may request further information including copies of council tax and utility bills. Other information may be required, such as evidence of disposal of previous property.

In respect of applications made as part of the normal admission round, (e.g. into the reception class in a primary school and into year 7 as a secondary transfer in September for the first time) information and supporting evidence must be received by the dates stated in part two of these arrangements. Satisfactory confirmation of residency at the property (as aforementioned) will result in the application being processed on the basis of the new address. Proof of residency received after the published dates will not be used to process the application, but will be used to send the decision letter/e-mail on the published offer date.

WAITING LISTS

Waiting lists will only be held for the normal admission round (September admissions into the reception class and year 7) and only until the end of the autumn term. They will be held in criteria order and not on a 'first come, first served' basis. Placing a child's name on a waiting list does not affect the statutory right of appeal. Waiting lists for oversubscribed schools will consist of those children whose parents or carers have specifically requested in writing (including e-mail) that they remain on the waiting list, along with new applicants and those for whom an appeal application has been received.

Vacancies will be re-allocated to children held on the school's waiting list in line with the dates published in part two of these arrangements.

LATE APPLICATIONS – NORMAL ADMISSION ROUND ONLY

Late applications will be considered after all on-time applications unless the Local Authority considers that there are good reasons for the application being late, which must be stated at the time of application, i.e. exceptional medical reasons preventing an earlier application, late removal into the area. Supporting documentation **must** be provided. Where supporting documentation has been received by the dates specified in part two of these arrangements and the Local Authority has accepted reasons stated for the late application, the application will be considered as if it had been received on-time. Late applications and supporting documentation received after the dates specified will be considered after all on-time applications and in accordance with the Local Authority's Coordinated Admissions Scheme. This will apply even where the Local Authority accepts that there are good reasons for the late application and as such these applications may be disadvantaged.

ACCEPTING AND DECLINING PLACES

All parents and carers will be required to **accept or decline** the school place offered by the published date as stated in part two of these arrangements. The Local Authority reserves the right to withdraw places not accepted by this date.

RIGHT OF APPEAL

Parents and carers who are not offered a place for their child at a school stated as a preference have a right of appeal to an independent appeals panel. Parents can submit an appeal in respect of each school for which admission has been refused. For appeals against decisions on preferences for community and voluntary controlled schools, forms are available on the Local Authority's website. Hard copies can be requested. Outside the normal admissions process, completed forms should be returned to the Local Authority within 20 school days from the date of notification that the application for admission was unsuccessful.

REPEAT APPLICATIONS

Repeat applications will not be considered within the same school year, unless the circumstances for the parent, carer or school have changed significantly since the original application was made. Full details must be provided to the Local Authority for consideration.

PART TWO - TIMETABLE FOR APPLYING FOR PLACES

Process	Secondary Transfers	Primary Admissions
Application process starts – letters to parents and carers, online application form and composite prospectus available.	1 September 2013	1 September 2013
Closing date for applications	31 October 2013	15 January 2014
Deadline for receipt of supporting documentation	6 December 2013	14 February 2014
Allocations to be finalised	14 February 2014	31 March 2014
Offers released	3 March 2014	16 April 2014
Deadline for accepting or declining places	17 March 2014	30 April 2014
Waiting lists prepared, late applications processed and vacancies allocated. Waiting lists will be held in criteria order. Parents and carers offered places on this basis will be required to accept or decline the place offered within 10 schools days.	After 17 March 2014	After 30 April 2014
Appeals Application Deadlines	31 March 2014	21 May 2014
Appeal Hearings	By 18 June 2014	By 22 July 2014
Appeal Hearings – late Applications	Within 40 days of deadline where possible, or 30 school days of appeal being lodged	
Appeal Applications – ‘In Year’ Admissions	Within 20 school days from the date of notification that the application for admission was unsuccessful.	
Appeal Hearings – ‘In Year’ Applications	Within 30 school days of appeal being lodged	Within 30 school days of appeal being lodged
Please note: Deadline for Admission Authorities to publish Appeal Timetables on their website		28 February of relevant year

Process	Secondary Transfers	Primary Admissions
Application process starts	1 September 2012	1 September 2012
Closing date for applications	31 October 2012	15 January 2013
Deadline for receipt of supporting documentation	7 December 2012	15 February 2013
Allocations to be finalised	15 February 2013	31 March 2013
Offer Day	1 March 2013	16 April 2013

Deadline for accepting or declining places. The Local Authority reserves the right to withdraw places not accepted. (Late Applications – places must be accepted or declined within 10 school days of the offer)	18 March 2013	30 April 2013
Waiting Lists prepared, late applications processed and vacancies allocated. Waiting lists will be held in criteria order. Parents and carers offered places on this basis will be required to accept or decline the place offered within 10 school days .	After 18 March 2013	After 30 April 2013
Appeals Application Deadline	15 April 2013	17 May 2013
Appeal hearings	By 10 June 2013	By 19 July 2013
Appeal Hearings – late Applications	Within 40 days of deadline where possible, or 30 school days of appeal being lodged	Within 40 days of deadline where possible, or 30 school days of appeal being lodged
Appeal Applications – In Year	Within 20 school days from the date of notification that the application for admission was unsuccessful	
Appeal Hearings - In Year Applications	Within 30 school days of appeal being lodged	Within 30 school days of appeal being lodged

PART THREE - ADMISSIONS TO YEAR 12 OF SCHOOLS WITH SIXTH FORMS

Applications for admission to the Sixth Form of a Cheshire East school are dealt with by the school in accordance with the published admissions arrangements and not by Cheshire East Council.

Children already in the school are **not** required to apply formally for places in Year 12 but should have reached the minimum entry requirements for admission into the sixth form. Minimum entry requirements are the same for internal and external applicants.

Schools will not interview pupils or their families for entry to year 12, although meetings may be held to provide advice on options and entry requirements for particular courses.

SIXTH FORM MINIMUM ENTRY REQUIREMENTS

- The minimum entry requirement for admission to the sixth forms of Cheshire East community and voluntary controlled schools to study primarily at A level is **5 GCSEs grade A* to C (or equivalent)**. Individual subjects may require a specific level of attainment. Further information will be provided by the school.
- Minimum entry requirements for admission onto specific vocational courses vary and a full list of requirements can be obtained from the school. Parents are advised to contact the school for further information.

COMMUNITY AND VOLUNTARY CONTROLLED SCHOOLS - OVERSUBSCRIPTION

In the event that the number of eligible applicants exceeds the number of places available, the oversubscription criteria to be applied are:

- i) **‘Cared for Children’ (and Children who were previously ‘cared for’.**
 - A ‘cared for child’ is a child who is in the care of a local authority or provided with accommodation by that local authority (as defined in section 22 of the Children Act 1989).
 - Children previously ‘cared for’ are children who were ‘cared for’ as defined above, but immediately after being ‘cared for’ became subject to an adoption, residence, or special guardianship order. An adoption order is an order under section 46 of the Adoption and Children Act 2002. A ‘residence order’ is as an order settling the arrangements to be made as to the person with whom the child is to live under section 8 of the Children Act 1989. Section 14A of the Children Act 1989 defines a ‘special guardianship order’ as an order appointing one or more individuals to be a child’s special guardian (or special guardians).
- ii) **Children resident within the designated catchment area of the school.** Children will be classed within this criterion if they and their parents/carers are resident within the area served by the school. (Refer to notes above regarding Children of UK Service personnel)

- iii) **Pupils living nearest to the school** measured using an Ordnance Survey address-point system which measures straight line distances in miles from the address point of the school to the address point of the place of residence.

PUBLISHED ADMISSION NUMBERS – EXTERNAL CANDIDATES ONLY

This number relates to the admission of **external candidates only**. The admission numbers included in the table are based on an estimate of the minimum number of external candidates likely to be admitted, although it would be acceptable to exceed this if demand for available courses can be met.

Sixth Form Admissions Community Secondary Schools	September 2012
Poynton High School And Performing Arts College	50
Wilmslow High School	50

SIXTH FORM ADMISSION APPEALS

Any applicant refused a place in Year 12 is entitled to make an appeal to an independent appeal panel, whether the child is already attending the school or is an external candidate.

Parents or children* refused admission to a sixth form in a Cheshire East community or voluntary controlled school will be advised to contact the Local Authority for an appeal application form and details on the appeals process.

*The Education and Skills Act 2008 made changes to the law relating to admissions and appeals placing a new duty on local authorities to make arrangements:

- a) for children to express a preference as to the school at which they wish to receive sixth-form education (i.e. secondary education suitable to the requirements of pupils who are over compulsory school age); and
- b) for children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school, to express a preference as to the school at which they wish to receive education other than school sixth-form education.

Regulations give a corresponding right of appeal to a child who expresses a preference for a school place. This right is in **addition** to the rights of parents to express a preference as to the school at which they wish their child to receive education.

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LOCAL AUTHORITY COORDINATED ADMISSIONS SCHEME

1 BACKGROUND

- 1.1 This scheme applies to the school year 2014-2015 and subsequent years, subject to any review.
- 1.2 The scheme meets the requirements for a scheme for co-ordinating admission arrangements under the School Admission (Admission Arrangements and Co-ordination of Admissions Arrangements) (England) Regulations 2012, made under the School Standards and Framework Act 1998, for the area of Cheshire East Council (the Local Authority).
- 1.3 Applications for school places received 'in year' (i.e. those received after the first day of the school year into the relevant age group or into any other year group) and for the normal admission round into the relevant age group (i.e. reception at 4+ and secondary transfer at 11+) shall be determined in accordance with the provisions set out in this scheme.
- 1.4 This coordinated scheme applies to all publicly funded schools in Cheshire East and to preferences expressed by Cheshire East parents and carers, including applications for schools in other Local Authorities. This scheme does not apply to applications for special schools or independent schools.
- 1.5 Parents and carers making applications as part of the normal admission round for publicly funded schools in other authorities with a different age of transfer (i.e. middle and upper schools) will also be included within these arrangements.

NORMAL ADMISSION ROUND

2 GENERAL INFORMATION

- 2.1 All parents and carers **resident** in the area administered by Cheshire East Council will be asked to make their application on the common application form provided by this Local Authority (as the 'home' authority). Parents and carers making applications on a maintaining authority's application form will be advised to contact their 'home' authority. Parents and carers seeking places at independent (i.e. fee paying) schools must apply direct to the school.
- 2.2 Applications for places sent direct by parents and carers to individual schools cannot be accepted and must be sent by the school to the Local Authority for inclusion within these arrangements.
- 2.3 For community and voluntary controlled schools, in its role as the admission authority, Cheshire East Council will be responsible for determining who can be allocated a place in accordance its agreed published admission arrangements.

- 2.4 For Academies, Free Schools, Voluntary Aided, Foundation and Trust schools, decisions on applications will normally be made by the governing body. The exception to this will be where the governing body has made arrangements for another body to consider the application and to determine by reference to the school's admission criteria if a place can be allocated.
- 2.5 For applications for schools outside Cheshire East, the relevant local authority will be responsible for coordinating decisions on applications through liaison, where relevant, with admission authorities in its area.
- 2.6 The Local Authority will collate and publish all admission arrangements in its composite prospectus, which will be published on the Local Authority's website in line with the requirements set out in the School Admissions Code. For parents and carers without internet access, a hard copy of the agreed admissions arrangements will be available on request.
- 2.7 All preferences made in accordance with the Local Authority's arrangements will be met except where this would prejudice the provision of efficient education or the efficient use of resources e.g. normally where the year group in question is full. The duty to comply with parental preference is, however, removed for a period of two years where the child has been permanently excluded from two or more schools from the date on which the latest exclusion took place.
- 2.8 If the pupil is a Cheshire East resident and Cheshire East Council is not able to offer any of the preferences stated on the application form a place will normally be allocated at the nearest Cheshire East school with a vacancy using the Local Authority's Ordnance Survey address point data system for measuring straight line distances from the address point of the home to the address point of the school in miles. This will include allocating vacancies at Academies, Free schools, Voluntary Aided and Foundation schools in liaison and agreement with the governing bodies of these schools.
- 2.9 Where a preference has been received from a parent or carer resident in another local authority and a place cannot be offered, Cheshire East Council will not allocate a place.
- 2.10 Written offers will be made by Cheshire East Council to residents in its area, in its role as the home authority, on behalf of the admissions authority for the school allocated as follows:

Admissions authority	Category of school
Cheshire East Council	All community and voluntary controlled schools in Cheshire East
Maintaining Local Authority	All non-Cheshire East community and voluntary controlled schools.
Governing Body of the school	All Academies and Voluntary Aided, Foundation and Free Schools

- 2.11 Schools must not notify parents or carers that a place has become available but must inform their maintaining local authority in order that an offer can be made by the home authority.
- 2.12 In accordance with statutory requirements, a governing body, in its role as the admission authority for a school, **must** comply with the following procedures:
- a) Forward to their maintaining local authority details of any application made to the school direct, together with any supporting information provided by the parent (regardless of whether the parent who made the application resides in that local authority's areas);
 - b) Determine or make arrangements for another body (including the maintaining local authority) to determine by reference to the school's admissions criteria the order of priority in which each application for the school is ranked;
 - c) To notify their maintaining local authority of their determination, or arrange for the body appointed by them to notify the Local Authority on their behalf.
- 2.13 Parents and carers will be informed in writing of their legal right of appeal against any decision not to offer them a place at a school stated as a preference on their application form and their right to be supported by a friend or adviser. Further information on the appeals process will be available on the Local Authority's website and by contacting the Local Authority.
- 2.14 Parents and carers can submit an appeal in respect of each school for which admission has been refused. All appeal applications should be sent to the admission authority for the school for which admission has been refused.
- 2.15 Waiting lists, where held, will be in criteria order and not on a 'first come, first served' basis. Placing a child's name on a waiting list does not affect the statutory right of appeal.
- 2.16 Waiting lists will be held **for all schools** until the end of the autumn term in the normal year of admission **as a minimum**. Waiting list arrangements implemented after the end of term will be determined by individual admission authorities. For community and voluntary controlled schools, waiting lists will be closed at this point and parents and carers of children held on the waiting list will receive written confirmation of this.
- 2.17 Repeat applications will not be considered within the same school year, unless the parent's/carer's or the school's circumstances have changed significantly since the original application was made. Full details of the change of circumstances must be provided for consideration by the Local Authority.

3 APPLICATION PROCESS

- 3.1 Children reach compulsory school age at the beginning of the term following their 5th birthday. Under the Local Authority's policy, children may start school in the reception class in the September following their 4th birthday. For transfer to secondary, children will usually transfer at the beginning of the autumn term following their eleventh birthday.

- 3.2 Parents can request that the date their child is admitted to the primary school is deferred until later in the school year or until the child reaches compulsory school age in that school year. Applications for deferred admissions must be made by the published closing date. Parents will not however, be able to defer admission beyond the academic year for which the original application was accepted or beyond the beginning of the term after the child's fifth birthday.
- 3.3 To help younger children adjust to school, schools may phase full-time admission, admitting these children on a part-time basis. Arrangements are decided at school level.
- 3.4 In exceptional circumstances requests can be made for early or late transfer to secondary school. Parents and carers considering such a request must in the first instance speak to the headteacher of the child's primary school.
- 3.5 The application process will commence on **1 September** in the year preceding the admission year.
- 3.6 The common application form will invite parents and carers to express 3 school preferences ranked in order of priority. Parents and carers will be provided with the opportunity to give reasons for their preferences and can, if appropriate, provide any additional documents in support of their preference/s.
- 3.7 Parents/carers will be asked to submit the completed application form directly to this Local Authority by the statutory closing dates published in part two.
- 3.8 Parents and carers will be asked to provide details, where applicable, of any siblings attending the preferred school at the time of application and who will be attending at the time of admission, details of the current school attended and the length of time resident at the address provided.
- 3.9 If a parent or carer expresses a preference for a school designated as having a religious character (faith school) they will be asked to state the religious denomination of their child on their application form. Parents and carers will be advised to contact the school as they may also be required to complete a supplementary information form. Forms will be available on the Local Authority's website or direct from the school. Supplementary information forms (SIFs) will request information in addition to that provided on the common application form. Such request must be made in accordance with paragraphs 2.4 of the School Admissions Code (2012). Examples of additional information that can lawfully be requested include membership of, or relationship with the church, or a reference from a priest or other religious minister as proof of religious commitment.
- 3.10 All preferences will be considered on the basis of the **equal preference model** for allocating places, in accordance with legal requirements. This means that in the first instance, all preferences will be considered against the relevant published oversubscription criteria **only**, i.e. without reference to the preference ranking. Thereafter, where a pupil can potentially be allocated more than one school place stated on the application form, the **single offer**, determined by the home local authority, will be for the school ranked highest by the parents or carers.

- 3.11 Preference ranking will not be shared with admission authorities in accordance with paragraph 2.7 of the School Admissions Code 2012 as this cannot lawfully be used when applying oversubscription criteria.
- 3.12 Where a school receives a supplementary information form, this Local Authority will not consider it to be a valid application unless the parent/carer has also listed the school on their home LA's Application Form, Supplementary information forms should be returned direct to the school concerned.
- 3.13 When a parent or carer has submitted their application on the common application form but has not also submitted a supplementary information form (where relevant), the admission authority must nevertheless consider the application in accordance with legal requirements (Para 4.3 of Section 86(2) of the School Standards and Framework Act 1998). In circumstances where a SIF has been received the admission authority must be proactive in ensuring that there is an application, in order for the preference to be considered. In circumstances where a SIF has not been completed the application will be assessed on the basis of the information submitted to the governing body on the home local authority's common application form.
- 3.14 For secondary transfer only, the Local Authority will have records for all children resident within its area who attend Cheshire East primary schools. In order to make sure that all resident pupils are included in the co-ordinated admissions process, this Local Authority will also request data from neighbouring authorities and from independent schools in the area at the end of the summer term in the year preceding admission for details of resident pupils who attend their schools.
- 3.15 The Local Authority's composite prospectus will be available electronically on its website from the 1 September. Hard Copies will be available on request from the Local Authority at the start of the autumn term.
- 3.16 The composite prospectus will include information on the application process including key dates, a copy of the common application form, details of Cheshire East schools and allocation data relating to applications for the previous year.

4 CHANGING PREFERENCES

- 4.1 After the closing date for applications, the Local Authority will not accept a change of preference unless it is satisfied that there is a genuine reason for doing so, such as a recent house move. Full details must be provided to the Local Authority for consideration and by the published deadline for receipt of supporting information.
- 4.2 Any parent wishing to change a preference after the closing date for applications without a genuine reason for doing so in the opinion of the Local Authority will be advised that the application will be treated as a late application.
- 4.3 In the case of a recent house move, evidence such as a letter from the solicitor confirming the completion date or a signed rental agreement* showing the start of the tenancy will be required. Further confirmation may also be required including evidence of disposal of previous property and recent utility bills to confirm the actual place of residency. *A signed rental agreement must cover the date published as the deadline for receipt of supporting information.

- 4.4 A panel of officers will consider information presented in support of the late change of preference. The parent or carer will be notified of the decision.

5 PROCESSING APPLICATIONS

- 5.1 The following actions will be implemented in accordance with the dates published in part two of these arrangements.
- 5.2 Cheshire East Council will exchange applications for schools in other local authorities' areas with all relevant local authorities and will provide reports containing details of applications to its voluntary aided and foundation schools for consideration by governing bodies in accordance with the school's own published admission arrangements.
- 5.3 Cheshire East voluntary aided and foundation schools will inform the Local Authority of the pupils eligible for a place under its admissions criteria and provide lists of pupils in criteria order who cannot be offered places.
- 5.4 Cheshire East Council will inform other local authorities of offers to be made to pupils resident within their boundaries and request details of offers they will be making to Cheshire East residents.
- 5.5 Places will normally only be offered up to the published admission number, which applies to the normal year of entry. A child cannot be refused admission to the normal year of entry on the grounds of prejudice to the provision of efficient education and efficient use of resources unless the published admission number has been reached. In respect of admission to year groups other than the normal point of entry, it is expected that the admission number will continue to be applied. However, if circumstances have changed since the year of entry, a place may be refused even if the admission number has not been reached.
- 5.6 Admission authorities that intend to admit above the published admission number (PAN) where it is considered that further admission/s would not have a detrimental effect on the school, should notify the Local Authority by the dates specified in part two of these arrangements to enable the local authority to deliver its coordination responsibilities effectively.
- 5.7 The Local Authority will finalise allocations on the basis of equal preferences and in line with the agreed dates, as far as possible:

6 NOTIFYING PARENTS and CARERS of DECISIONS

- 6.1 Cheshire East Council will send the parents and carers of pupils who reside in Cheshire East written confirmation (including e-mail) of the decision on the application. This will include offers for places in Cheshire East schools and schools in other local authorities, as appropriate. Where online applications have been received, the parent or carer making the online application can logon to their online account on the published date to view the school place offered and can also request to receive their offer by e-mail. Offers confirmed by letter will be sent out on the published offer day by second class post.

7 LATE APPLICATIONS

- 7.1 Applications received after the closing date will be recorded as 'late' and considered after all on-time applications unless the Local Authority confirms that the reasons presented in support of the late submission justify the application being considered alongside on-time applications. Reasons can include exceptional medical reasons preventing an earlier application or late removal into the area. Reasons must be presented at the time of application and supporting documentation **must** be provided, which must be received by the dates specified in part two.
- 7.2 Late applications received after the published deadline for the receipt of supporting information will be processed after all on-time applications even if there is a good reason for the late submission.
- 7.3 The initial (provisional) allocation date will vary and any late applications received after this date may not be processed until after offers have been made and in accordance with the dates set out in part two. There is therefore no guarantee that a late applicant will receive an offer of a school place on the published offer day.
- 7.4 In the case of a recent house move, the Local Authority will require supporting evidence to show that the place of residency has changed. This should include a letter from the solicitor confirming the completion date, or if relevant, a signed rental agreement showing the start date of the tenancy. Any rental agreement must include residency on the date published as the deadline for receipt of supporting information. Further information may be requested to confirm residency, for example, recent utility bills or evidence of disposal of previous property.
- 7.5 In respect of medical reasons preventing an earlier application, a letter of confirmation from a medical practitioner will be required.

8 MOVING HOUSE

- 8.1 Parents and carers must inform the Local Authority immediately of a change of address, even if details of a future change of residency were included on the application form. The Local Authority will require supporting evidence to show that the place of residency has changed. This should include a letter from the solicitor confirming the completion date, or if relevant, a signed rental agreement showing the start date of the tenancy. Any rental agreement must include residency on the date published as the deadline for receipt of supporting information. Further information may be requested to confirm residency, for example, recent utility bills or evidence of disposal of previous property.
- 8.2 Proof of residency received after the deadline published for the receipt of supporting information will not be used to assign a higher criterion for admission, but will be used to send the decision on the published offer date.

9 ACCEPTING AND DECLINING PLACES

- 9.1 Parents and carers will be required to **accept or decline** the school place offered by the dates published in part two. The Local Authority reserves the right to withdraw places not accepted by this date.
- 9.2 For late applications notified after the offer date parents and carers will be required to accept the place offered within **10 working days** of the date of the offer.

10 WAITING LISTS

- 10.1 Waiting lists for oversubscribed schools will consist of those children whose parents or carers have specifically requested in writing (including e-mail) that they remain on the waiting list, along with late applicants and those for whom an appeal application has been received. Waiting lists will be held in criteria order and not on a first come first served basis.
- 10.2 Vacancies will be re-allocated to children held on the school's waiting list in line with the dates published in part two.
- 10.3 After the start of the school term in September, the Local Authority will hold up-to-date information on waiting lists through liaison with schools until the end of the autumn term only. After this date all waiting list information will be closed. Admission authorities that have published that they will continue to hold waiting lists after this date will be responsible for maintaining their waiting lists in accordance with their own published admission arrangements.

11 ADMISSIONS APPEALS

- 11.1 The application decision letter/e-mail will explain the parents' right of appeal and how appeals may be made. Applications for appeal should be received by the dates published in part two.
- 11.2 Parents and carers can submit an appeal in respect of each school for which admission has been refused.
- 11.3 Appeals against decisions notified after the published offer day will be heard within 40 days of the published appeals deadline where possible, or if received too late, within 30 school days of appeal being lodged.
- 11.4 All appeal applications should be sent to the admission authority for the school for which admission has been refused.

'IN YEAR' ADMISSIONS

12 APPLICATION PROCESS

- 12.1 'In year' applications are those made during the school year into any year group other than the normal point of entry (i.e. normal admission round). This will include applications from parents and carers of children moving into Cheshire East from another local authority's area, moving within Cheshire East, or seeking to transfer to an alternative school for other reasons.

- 12.2 Parents/carers seeking Cheshire East school places 'in year' will be required to complete the Cheshire East 'in year' application form. Forms will be published on the Local Authority's website and will be available in hard copy on request.
- 12.3 In all cases, parents will be advised to contact their preferred school to progress their application.
- 12.4 Parents will be invited to provide additional information in support of their application. Application details will be shared with the relevant schools.
- 12.5 Parents and carers will be asked to provide details, where applicable, of any siblings attending the preferred school at the time of application and who will be attending at the time of admission, details of the current school attended and the length of time resident at the address provided.
- 12.6 Permission from the parent or carer to discuss the application with the current school will be requested on the application form to ensure compliance with the Data Protection Act 1998.
- 12.7 If a parent or carer expresses a preference for a school designated as having a religious character (faith school) they will be asked to state the religious denomination of their child on their application form. Parents and carers may be required by the school to complete a supplementary information form. Forms will be available from the school or on the Local Authority's website. Supplementary information forms (SIFs) will request information in addition to that provided on the common application form. Such request must be made in accordance with paragraphs 2.4 of the School Admissions Code (2012). Examples of additional information that can lawfully be requested include membership of, or relationship with the church, or a reference from a priest or other religious minister as proof of religious commitment.
- 12.8 The Local Authority will publish on its website a list of the vacancies in Cheshire East publicly funded schools for parents and carers seeking places outside the normal admission round.
- 12.9 Parents and carers of children who are seeking a transfer to an alternative school for reasons other than a house move will be strongly advised to discuss the proposed transfer with the current school before submitting an application.
- 12.10 The Local Authority will maintain up-to-date records of applications and their outcomes through liaison with schools.
- 12.11 The process of completing the application for a school place can be facilitated by the school by inviting the parent to complete an online application during a school visit or by the parent prior to contacting or visiting the school. Hard copy application forms are available on request from the Local Authority.
- 12.12 Parents and carers making applications for schools in other local authorities' areas will be advised to contact the relevant local authority for advice about their own application process.

- 12.13 Applications will not normally be accepted more than 6 school weeks prior to the intended date of admission.

13 PROCESSING APPLICATIONS

- 13.1 All applications should be processed within no more than 10 working days from the receipt of application.
- 13.2 Where there are spaces in the relevant year group a place will normally be offered to the parent.
- 13.3 **If the year group in question is full, a decision to refuse admission must be referred to the admission authority.**
- 13.4 In cases where a school is oversubscribed, the admission authority will rank the applications in accordance with their published oversubscription criteria.
- 13.5 **All decisions will be confirmed by the school in writing to the parent and the letter/e-mail will include information about the legal right of appeal and a start date, where relevant.** Optional letter/e-mail templates will be made available online for admission authorities that choose to use them.
- 13.6 Where a preference has been unsuccessful, written correspondence will confirm the decision on the application and will advise the parent to contact the Local Authority for advice about alternative schools with vacancies.
- 13.7 Written correspondence confirming offers will advise the parent to contact the school to accept or decline the school place within no more than 10 school days from the offer date.
- 13.8 In cases where a school feels that further admissions can be agreed on the basis that to do so will not result in a breach of infant class size legislation or will not prejudice the provision of efficient education or efficient use of resources, the application must be referred to the admission authority for a decision.
- 13.9 Decisions on applications will be notified to the Local Authority to enable the Local Authority to keep up-to-date records.
- 13.10 **Admission will normally take place for primary school admissions within 10 school days from the date of offer and for secondary school admissions within 20 school days from the date of offer.**
- 13.11 Repeat applications will not be considered within the same school year, unless the parent's/carer's or the school's circumstances have changed significantly since the original application was made. Full details of the change of circumstances must be provided on the applications form for consideration.

14 WAITING LISTS.

- 14.1 Waiting lists will not be held for community or voluntary controlled schools other than in accordance with legal requirements, which require that they are held up until the end of the autumn term for the normal year of admission (i.e. reception

and year 7 admissions). Where waiting lists are held by other admission authorities, children will be added to waiting lists in criteria order and not on a first come first served basis.

- 14.2 For 'in year' waiting lists only, children who are subject of a direction by a local authority to admit, are part of a managed transfer from a closing school or who are allocated to a school in accordance with the Local Authority's Fair Access Protocol will take precedence over those on the waiting list.

15 'IN YEAR' APPEALS

- 15.1 Applications for appeal should be submitted within 20 school days from the date of notification that the application for admission was unsuccessful.

16 Part Two – Key Dates

Process	Secondary Transfers	Primary Admissions
Application process starts – letters to parents and carers, online application form and composite prospectus available.	1 September 2013	1 September 2013
Closing date for applications	31 October 2013	15 January 2014
Preferences forwarded to other LAs	14 November 2013	4 February 2014
Preferences forwarded to Academies, Free, VA and Foundation Schools	19 November 2013	10 February 2014
Deadline for receipt of supporting documentation	6 December 2013	14 February 2014
Academies and Free Schools, VA and Foundation Schools to respond	13 December 2013	7 March 2014
Provisional allocations of places at Cheshire East schools sent to other LAs for their residents	Around 16 January 2014	Around 14 March 2014
Responses to other LAs on potential offers of places in their schools for Cheshire East residents (so far as possible)	16 January 2014	14 March 2014
Representations from schools re admission over PAN	By 31 January 2014	By 21 March 2014
Allocations to be finalised	14 February 2014	31 March 2014
Offers released	3 March 2014	16 April 2014
Deadline for accepting or declining places	17 March 2014	30 April 2014
Waiting lists prepared, late applications processed and vacancies allocated. Waiting lists will be held in criteria order. Parents and carers offered places on this basis will be required to accept or decline the place offered within 10 schools days.	After 17 March 2014	After 30 April 2014
Appeals Application Deadlines	31 March 2014	21 May 2014
Appeal Hearings	By 18 June 2014	By 22 July 2014
Appeal Hearings – late Applications	Within 40 days of deadline where possible, or 30 school days of appeal being lodged	
Appeal Applications – ‘In Year’ Admissions	Within 20 school days from the date of notification that the application for admission was unsuccessful.	
Appeal Hearings – ‘In Year’ Applications	Within 30 school days of appeal being lodged	Within 30 school days of appeal being lodged
Please note: Deadline for Admission Authorities to publish Appeal Timetables on their website		28 February of relevant year

LOCAL AUTHORITY PROPOSALS for INCREASES in PUBLISHED ADMISSION NUMBERS to apply in SEPTEMBER 2014

The Local Authority received a number of requests from governing bodies of community and voluntary controlled schools for changes in published admission numbers (PANs) to apply in September 2014.

The Local Authority has the role of admission authority for these schools and considered the requests on the basis of the school's current capacity, demand for places at the school and the availability of places in the area of the school. Whilst there is no duty to do so, consideration was given to the potential impact on nearby schools.

All requests were presented at the meeting of the Admissions Forum on 12 March. The Admissions Forum gave full consideration to the issues presented and their advice is that schools are best positioned to judge whether an increase in PAN, and the resulting additional children, can be accommodated in the existing school premises without prejudice to other pupils in the school. The Forum therefore recommended that in order to promote fairness and consistency amongst all schools in Cheshire East, schools should be allowed to increase their PAN where they deem it appropriate.

RECOMMENDED FOR APPROVAL

School	Current Published Admission Number	Proposed Published Admission Number 2014
Acton CE	20	22
Ashgrove Primary**	15	30
Bollington Cross	22	25
Havannah Primary	25	30
Hurdsfield	17	25
Ivy Bank	45	50
Pebble Brook Primary	30	45
Puss Bank School	45	50
St Oswalds Worleston CE	8	12
Vernon Primary	45	50
Wheelock Primary**	30	45
Styal	15	17
Woodcock's Well CE	12	15
Scholar Green	25	30

****The proposal to increase the PAN for 2014 is conditional on a final decision on the proposed expansions of these schools.**

Note: Community and voluntary controlled schools have the right to object to the Schools Adjudicator if the PAN set for them is lower than they would wish. There is a strong presumption in favour of an increase to the PAN to which the Schools Adjudicator must have regard when considering any such objection.

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CHESHIRE EAST COUNCIL**Cabinet**

Date of Meeting:	2 April 2013
Report of:	Strategic Director Children, Families and Adults
Subject/Title:	Adult Social Care Fees
Portfolio Holder:	Councillor Janet Clowes Portfolio Holder for Health and Adult Services

1.0 Report Summary

- 1.1 Cheshire East Council (CEC) currently spend over £37 million per annum with the residential and nursing care market for older people. Like many other authorities, CEC is facing a significant financial and demographic challenge which will impact on the future demand for residential and nursing care and consequently the ability to fund it.
- 1.2 What this has meant in practice for a number of authorities is the need to freeze or, in some instances, cut fees to residential and nursing homes. A number of local authorities across the country have, however, been subject to successful judicial reviews by care providers who felt changes to fees were being implemented unfairly and without proper consultation. In these cases it was found that the Local Authorities had not given enough regard to the costs incurred when supporting people in Care Homes and that many Local Authorities could not demonstrate that the fees they had implemented were appropriate.
- 1.3 In Cheshire East, whilst demand management is helping to avoid future high cost interventions, inevitably there will still be a residual need for accommodation-based care. It is therefore essential that the council obtains maximum value for money whilst ensuring the quality of care is maintained and care markets are sustainable.
- 1.4 The work to achieve this has been two-fold - firstly the council's terms and conditions of contract for residential and nursing care have been re-written and secondly an independent assessment of the social care fees paid by CEC has been commissioned to assess if these are 'fair'.

Terms and Conditions of Contract

- 1.5 The former Cheshire County Council terms and conditions of contract for Residential and Nursing Care have been used to date but are no longer fit for purpose. New terms and conditions of contract have been written by the Legal Services Department to reflect changes in both legislation and practice. Key changes to the contract to note include the removal of the clause relating to a review of the fee on an annual basis and provision for the Council to move to net payments (CEC currently pays providers gross of client contribution) to allow this to be introduced if the pilot scheme is successful. The new proposed terms and conditions of contract have been

subject to ongoing provider consultation and it is proposed that the finalised version of the contract is issued to come into force from 1st April 2013.

Independent Assessment of Social Care Fees paid by CEC

- 1.6 In June 2012 CEC competitively tendered (Request for Quote) to appoint a suitably qualified consultant to undertake an independent assessment of adult services business planning and policy proposals and a review of social care fees. This included an independent assessment of the prices paid by CEC to external providers for the delivery of care services to ensure that these are both appropriate and sustainable. The services specified for inclusion in the review were home care, direct payments, and residential and nursing care services.
- 1.7 Red Quadrant Consultants successfully bid for this work and were appointed to examine the costs incurred by Care Home providers when supporting CEC funded service users in their Care Home and then compared these findings against the rates that CEC pay to determine whether CEC rates are 'fair'. The fees paid by CEC for home care and direct payments have also been independently assessed by Red Quadrant. As part of this process Red Quadrant Consultants consulted with providers on the fees being paid by CEC by means of a series of workshops.

2.0 Decision Requested

- 2.1 That the new terms and conditions of contract for Residential and Nursing Care are approved for implementation from 1 April 2013;
- 2.2 That the conclusions of the independent assessment of social care fees conducted by Red Quadrant Consultants are accepted.
- 2.3 That the Council retains fee levels for care services at current levels in 2013/14.
- 2.4 That the Council is prepared to listen to individual requests from providers for increases where these have been assessed as justified following an open book exercise.

3.0 Reasons for Recommendations

- 3.1 To ensure that the council obtains maximum value for money, whilst maintaining the quality of care provision through sustainable care markets.
- 3.2 To ensure that the Council's terms and conditions of contract for Residential and Nursing Care are fit for purpose.
- 3.3 To ensure that the fees paid by CEC to external providers for the delivery of care services are appropriate and sustainable.

4.0 Wards Affected

- 4.1 All

5.0 Local Ward Members

- 5.1 All

6.0 Policy Implications

- 6.1 The recommendations within this report support the delivery of priority two of the Cheshire East Council Three Year Plan,– Developing affordable and sustainable local models of care for vulnerable children and adults.

7.0 Financial Implications (Director of Finance and Business Services)

- 7.1 There are no immediate financial implications for the council.

8.0 Legal Implications (Authorised by the Borough Solicitor)

- 8.1 Statutory guidance by the Department of Health in respect of care home fees imposes a duty on local authorities to ensure that:

“..such accommodation should not require the council to pay more than they would usually expect to pay, having regard to assessed needs (the 'usual cost'). This cost should be set by councils at the start of a financial or other planning period, or in respect to significant changes in the cost of providing care, to be sufficient to meet the assessed care needs of supported residents in residential accommodation... In setting and reviewing their usual costs, councils should have due regard to the actual costs of providing care and other local factors. Councils should also have due regard to best value requirements under the Local Government Act 1999".

- 8.2 There has recently been a number of successful challenges against local authorities in respect of setting of care home fees. The challenges have centred upon Authorities having failed or failed properly to assess and take into account local factors relevant to the provision and cost of care, failing properly to balance these factors against budgetary considerations, being driven purely and to an improper degree by budgetary considerations, and being unable to demonstrate that the fee rates they have set are sufficient to allow them to meet assessed care needs in the absence of the possibility of any resident or third party contributions. Red Quadrant has undertaken a comprehensive piece of work that would appear to deal with many of these issues appropriately.
- 8.3 In setting these fees, the local authority is under a duty to consult and issues have arisen in the recent cases referred to above in respect of failure to properly consult. The report provided by Red Quadrant and attached to this report, sets out that consultation has been undertaken and officers dealing with this matter state that such consultation has been appropriately carried out. The Legal Department has not seen the consultation documents.
- 8.4 Members are reminded of the requirements of consultation, the need for them to be satisfied that consultation has been appropriate and to ensure

that the results of consultation are taken into account by the decision maker. The four requirements of consultation are:

- (a) that consultation is undertaken when the proposals are still in a formative stage;
- (b) that adequate information is given to enable consultees properly to respond;
- (c) that adequate time is provided in which to respond; and (d) that the decision-maker gives conscientious consideration to the response to the consultation.
- (d) that the decision-maker gives conscientious consideration to the response to the consultation.

- 8.5 In making the decision requested in this report, members are reminded of the need to have due regard to the Public Sector Equality Duty. An Equality Impact Assessment is usually provided to members to assist with this.
- 8.6 In respect of the new terms and conditions of contract for Residential and Nursing Care that members are being asked to approve for implementation from 1 April 2013, Legal Services has worked with Adult Social Care since 2010 to produce the new terms and conditions. The service is not procured by way of tender as there is no requirement to do so due to the fact that the contract is offered to all accredited service providers in the Borough.
- 8.7 Reference is made in this report to the fact that the terms contain a provision for the introduction of net payments. Should the provision be invoked further consultation will be required. Further documentation will require drafting to address the legal practicalities of privity of contract and to seek the service user's agreement to the collection by the providers. Provision allowing for annual review by reference to the Council's budget has been removed because recent case law has held that Councils have failed to have due regard to the actual cost of providing the care when setting rates.

9.0 Risk Management

- 9.1 Delegated Decisions have already been obtained which allow CEC to re-issue the new contract with existing providers, rather than going through a formal procurement exercise.
- 9.2 As outlined earlier in the report a number of local authorities across the country have been subject to successful judicial reviews by care providers who felt changes to fees were being implemented unfairly and without proper consultation. CEC competitively tendered to appoint a suitably qualified consultant to undertake an independent assessment of social care fees paid by CEC. Red Quadrant Consultants have consulted with providers and due regard has been given to the costs incurred when supporting people in care services. The recommendations made by Red Quadrant Consultants on fee levels for care services in 2013/14, if adopted by CEC, could therefore be demonstrated as appropriate.

10.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

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Designation: Strategic Commissioning Manager
Tel No: 01270 371404
Email: sarah.smith@cheshireeast.gov.uk

Appendix 1 – Cheshire East Council Residential and Nursing Care Contract

Appendix 2 – Red Quadrant Consultants -Fees Report and Provider Consultation Notes

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Dated:

2013

CESHIRE EAST BOROUGH COUNCIL

and

EASTERN CHESHIRE CLINICAL COMMISSIONING GROUP

SOUTH CHESHIRE CLINICAL COMMISSIONING GROUP

VALE ROYAL CLINICAL COMMISSIONING GROUP

and

[INSERT PROVIDER'S NAME]

**PRE PLACEMENT AGREEMENT FOR THE
PROVISION OF ACCOMMODATION,
PERSONAL CARE AND NURSING CARE**

Borough Solicitor

Cheshire East Borough Council

Westfields

Sandbach CW11 1HZ

Contents

1. DEFINITIONS AND INTERPRETATION	5
2. TERM	16
3. ENTIRE AGREEMENT	16
4. SCOPE OF AGREEMENT	16
5. TRANSFERRING CONTRACTS	16
6. THE AUTHORISED OFFICER	17
7. THE PROVIDER'S REPRESENTATIVE	17
8. COMMUNICATIONS	17
9. THE COMMISSIONERS' RESPONSIBILITIES	18
10. CONFLICTS OF INTEREST	18
11. FRAUD	19
12. THE SERVICES	19
13. PROVIDER'S STAFF	19
14. PLACEMENT PROCESS	21
15. PLACEMENT TYPE	21
16. PLACEMENT CARE PLANNING AND REVIEW	21
17. NURSING NEEDS	22
18. NOTIFICATION OF AVAILABILITY	23
19. COMPLAINTS	24
20. PURCHASING ARRANGEMENTS	24
21. FEES	25
22. FEE REVIEW	26
23. PAYMENT	26
24. RECOVERY OF SUMS DUE	29
25. ADULT PROTECTION PROCEDURE	29
26. PREVENTION OF BRIBERY AND PAYMENTS ON COMMISSION	29
27. EQUAL OPPORTUNITIES AND NON-DISCRIMINATION	31
28. HUMAN RIGHTS	31
29. RIGHTS OF THIRD PARTIES	31
30. HEALTH AND SAFETY	31
31. VETTING AND BARRING	32
32. SMOKING POLICY	32
33. BUSINESS AND SERVICE CONTINUITY	32
34. PROTECTION OF PERSONAL DATA	33
35. CONFIDENTIALITY	33
36. PUBLICITY	35
37. ATTENDANCE AT COMMITTEES	35
38. TRANSFER, NOVATION AND SUB-CONTRACTING	35
39. WAIVER	36
40. AMENDMENTS TO THIS AGREEMENT	36
41. SEVERABILITY	37
42. REVIEW OF THIS AGREEMENT	37
43. INDEMNITY AND INSURANCE	37
44. WARRANTIES AND REPRESENTATIONS	39
45. DEFAULT AND SUSPENSION	39
46. TERMINATION OF THE INDIVIDUAL PLACEMENT AGREEMENT	42
47. TERMINATION OF THE PRE PLACEMENT AGREEMENT	43
48. CONSEQUENCES OF TERMINATION	44
49. FORCE MAJEUR	45
50. QUALITY AND CONTRACT MONITORING	45
51. INFORMATION PROVISION AND EXCHANGE	46



52. LAW AND JURISDICTION	47
53. LEGISLATIVE CHANGES	47
54. DISPUTE RESOLUTION	47
55. OUT OF BOROUGH PROVIDERS	48

APPENDICES

Schedule 1: Care and Service Specification

Annex A: Individual Placement Agreement

Schedule 2: Fees and Finances

Schedule 3: Transferring Contracts

Schedule 4: Monitoring and Evaluation

2013

(1) **CHESHIRE EAST BOROUGH COUNCIL** of Westfields, Middlewich Road, Sandbach, Cheshire CW11 1HZ (the “Council”);

(3) SOUTH CHESHIRE CLINICAL COMMISSIONING GROUP of (insert address)

(collectively referred to as the “CCGs”); and

RECITALS

A The Council is the local authority for the administrative area of Cheshire East for the purposes of the Local Authority Social Services Act 1970 and is empowered under Part III of the National Assistance Act 1948 and section 1(1) of the Local Government (Contracts) Act 1997 to provide residential accommodation for persons aged 18 or over in need of care and attention which is not otherwise available to them, and under the National Health Service and Community Care Act 1990 to provide community care services as that expression is defined in the National Health Service and Community Care Act 1990.

B The Council is a Best Value Council under the Local Government Act 1999 and the functions in respect of which the Council wishes to procure are Best Value functions.

C The CCGs have a duty to assess and provide for the registered nursing care needs of the Care Home's Service Users, pursuant to the National Health Service (Nursing Care in Residential Accommodation) (England) Directions 2001 as amended.

D The Council and the CCGs (together referred to as the Commissioners) hereby enter into joint working arrangements for the purposes of commissioning residential and nursing care for Service Users within the overlapping area of the Borough of Cheshire East and the administrative districts of the CCGs. The Council and the CCGs wish to commission the Services set out in the terms and conditions of this Agreement at the Care Home from the Provider.

E The Provider is appropriately registered under the Health and Social Care Act 2008 to carry on or manage the Care Home.

F The Provider has agreed to provide the Services at the Care Home subject to, and in accordance with the terms and condition of this Agreement.

G The Parties have agreed that this Agreement shall constitute arrangements for the Provision of residential accommodation as referred to in section 26 of the National Assistance Act 1948.

PART 1 GENERAL PROVISIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

Word / Phrase	Definition
Agreement	Shall mean the terms and conditions of this Agreement and all Schedules and Appendices hereto
Assessed Service User Contribution	Shall mean any contribution the Service User is assessed to make to the Standard Fee as determined in accordance with CRAG
Assistive Technology	Shall mean any product or service designed to enable independence for disabled or older people
Authorised Officer	Shall mean the person nominated pursuant to Clause 6 (the Authorised Officer)
Best Value	Shall mean the requirements placed upon the Council under the Local Government Act 1999, Statutory Instruments there under and Government Guidance issued from time to time.
Business Continuity Plan	Shall mean the Provider's plan referred to in Clause 33 relating to the continuity of all services as agreed with the Commissioners and as may be amended from time to time which for the avoidance of doubt shall include a plan in relation to the ongoing

	provision of the Services or equivalent replacement thereof
Care Home	Shall mean the residential or nursing home from which the service is delivered as set out in the Individual Placement Agreement
Care Home Fee	Shall mean the fee that the Care Home advertises as its charge for staying at the Care Home
Care Manager	Shall mean any worker(s) appointed by the Council to ensure the Service Users rights and needs are being met
Care Plan	Shall mean an individual plan of care as more particularly described under Personalised Care, Treatment and Support of the Essential Standards of Quality and Safety for each Service User's care and support requirements as assessed by the Council/CCGs but which shall be prepared in conjunction with the Service User, relatives and other interested parties and shall be implemented in accordance with the Care and Service Specification
Care and Service Specification	Shall mean the Care and Service Specification as set out in Schedule 1 and as may be amended from time to time in accordance with Clause 42 (Review of this Agreement)
Charging Period	Shall mean the relevant period for the submission of the Service Return from time to time set out by the Council
Commencement Date	Shall mean the date at which the Agreement is signed by the Parties

Community Care Assessment	Shall mean an assessment in accordance with the requirements of the NHS and Community Care Act 1990, the National Assistance (Assessment of Resources) Regulations 1992 and CRAG as amended from time to time
Complaints Procedure	Shall mean the Provider's Complaints Procedure
Contracting Authority	Shall mean any contracting authority as defined in Regulation 2 of the Public Contract Regulations 2006 other than the Council
Council	Shall mean Cheshire East Borough Council
CRAG	Shall mean the Charges for Residential Accommodation Guide (Department of Health, 2010) as amended from time to time
CCG(s)	Shall mean any of the Eastern Cheshire Clinical Commissioning Group, the South Cheshire Clinical Commissioning Group and the Vale Royal Clinical Commissioning Group or all collectively
CHC Funding	Shall mean NHS Continuing Health Care Funding provided to eligible Service Users by the NHS
CQC	Shall mean the Care Quality Commission or any statutory successors
Day	Shall mean any day Monday – Sunday inclusive unless otherwise stated
DBS	Shall mean the Disclosure and Barring Service or any statutory successor

Default	Shall mean any failure by any party to carry out their respective obligations under this Agreement
Deferred Payment Agreement	An agreement between the Council and the Service User which enables a Service User to defer part of their Assessed Service User Contribution and/or Third Party Contribution where the Third Party is the Service User.
Dispute Resolution	Shall mean any process to be followed if the Parties fail to agree upon any issue arising under this Agreement as set out in Clause 54 (Dispute Resolution)
ESRP	Shall mean the Electronic Service Return Portal through which the Provider shall submit the Service Return or any other means by which the Council will collect service returns
Enhanced Disclosure	Shall mean a disclosure secured in accordance with the DBS
Equal Opportunities Policy	Shall mean the Provider's Equal Opportunity Policy
Essential Standards of Quality and Safety	Shall mean a set of standards set out by the CQC and from time to time amended
Formal Complaint	Any complaint that is referred to and dealt with under the Complaints Procedure
Fundamental Breach	Any failure by the Provider which constitutes a repudiation of this Agreement including but not limited to where the Provider: <ol style="list-style-type: none"> 1. has offered any gift or other consideration as an inducement or disincentive for doing anything in respect of this Agreement (or any

	<p>other Agreement with the Commissioners) or</p> <ol style="list-style-type: none"> 2. has committed an offence under the Bribery Act 2010 or Prevention of Corruption Acts 1889 to 1916; or 3. becomes bankrupt, has a receiving order made against it, presents its petition in bankruptcy, is subject to a winding up order or has a receiver or administrator appointed; or 4. changes its composition or staffing so as to materially prejudice its ability to provide the Services; or 5. has its registration under the Health and Social Care Act 2008 cancelled or if the Provider is convicted under the provisions of the Act; or 6. ceases to provide without the consent of the Commissioners; 7. has persistently failed to remedy a Material Breach; or 8. is prohibited from operating by the Health and Safety Executive
Good Health and Social Care Practice	<p>Shall mean using standards, practices, methods and procedures conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced provider and a person engaged in the provision of services the same as or similar to the Services at the time the</p>

	Services are provided
Gross Social Care Cost	Shall have the meaning as set out in Clause 21.3
Health and Safety Policy	Shall mean the Provider's Health and Safety Policy
Individual Placement Agreement	Shall mean the form of call off contract used to invoke the conditions of this Agreement and facilitate the placement of Service Users within the Care Home as set out in Schedule 1 Annex A
Losses	Shall mean all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services) proceedings, demands and charges whether arising under statute, contract or at common law, but to avoid doubt, excluding indirect losses
Material Breach	Any failure by the Provider to comply with this Agreement the effect of which is to prejudice the effective provision of the Services including the Provider's persistent failure to remedy the breach
NHS Funded Nursing Care	Shall mean nursing care by a registered nurse funded solely by the NHS
Nurse Assessor	Shall mean a registered nurse from the CCG that has been authorised to conduct the assessment for the RNCC Determination
Nursing Assessment	Shall mean an assessment in relation to a Service User's needs for Nursing Care and continence products and which is made by reference to the assessment process set out in Chapter 3 of the NHS Funded Nursing

	Care Practice Guide and Workbook (Department of Health 2007)
Nursing Care	Shall mean nursing care by a registered nurse and has the same meaning as in section 49(2) of the Health and Social Care Act 2001
Nursing Care Specification	Shall mean the specification referred to at Clause 17.2.1.
Parent Company	Shall mean a company that controls or owns the Provider
Party	Shall mean the Provider, the Council or the CCGs being the signatories to this Agreement
Permanent Placement	Shall mean a placement resulting from a Community Care Assessment or reassessment of the Service User determining the need for permanent residential care
Persistent Default	Shall mean where the Provider has committed more than two Defaults during any consecutive period of 6 months whether or not these are the same Defaults or different
Personal Expense Allowance	Shall mean the allowance defined under CRAG
Placement Process	Shall mean the process by which the provisions of this Agreement are invoked as more particularly described in Clause 14 (Placement Process)

Prohibited Act	<p>Shall mean the following acts;</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement</p> <p>(c) committing any offence</p> <p>(i) under the Bribery Act</p> <p>(ii)Under legislation creating offences concerning fraudulent acts</p> <p>(iii)At common law concerning fraudulent acts relating to this Agreement or any other contract with the Council</p> <p>(iv)Defrauding, attempting to defraud or conspiring to defraud the Council</p>
Provider	Shall mean the Provider as defined above
Provider's Representative	Shall mean the person nominated pursuant to Clause 7 (The Provider's Representative)
Registration Standards	Shall mean such standards of Service as are necessary to achieve registration under the Health and Social Care Act 2008 and any regulations and standards (including the

	Essential Standards of Quality and Safety) from time to time made thereunder
Registered Manager	Shall mean a person registered with the CQC in accordance with the registration requirements relating to care homes
Regulatory Body	Shall mean those government departments and regulatory statutory and other entities, committees, ombudsmen and bodies which whether under statute, rules, regulations, codes of practice or otherwise are entitled to regulate, investigate or influence the matters dealt with in the Agreement or any other affairs of the Council or the CCGs and "Regulatory Body" shall be construed accordingly. However this does not include any body of which membership is voluntary.
Respite Placement	Shall mean a placement of a defined period
Review Meeting	Shall mean a meeting held pursuant to Clauses 16, 23 or 46
RNCC	Shall mean the Registered Nursing Care Contribution made by the CCG towards the cost of Nursing Care of Service Users as set from time to time
RNCC Determination	Shall mean the result of the assessment undertaken by the Nurse Assessor
Serious Default	Shall mean a Default by the Provider which materially prejudices the health, safety or welfare of a Service User or Service Users
Services	Shall mean the Services provided by the Provider in accordance with the Care and Service Specification

Service Delivery Start Date	Shall mean the date at which the Service User takes up residence at the Care Home under the Individual Placement Agreement
Service Return	Shall mean a return containing the information required for payment as the Council may from time to time set out
Service User	Shall mean any person in receipt of the Services and as nominated to receive the Services by the Council
Smoking Policy	Shall mean the Provider's Smoking Policy
Staff	Shall mean the persons whether they are employed by the Provider or acting as volunteers who are employed or deployed by the Provider to provide the Services
Standard Fee	Shall mean the fee set by the Council for the Services and as more particularly described in Schedule 2 Fees and Finances
Suspension Notice	Shall mean a notice in writing to suspend the Services, or specific part thereof given under Clause 45
Temporary Placement	Shall mean a placement resulting from a Community Care Assessment or reassessment of the Service User determining the need for temporary residential care
Term	Shall have the meaning set out in Clause 2 (Term)
Termination Date	Shall mean the date of termination of this Agreement in accordance with Clause 47 (Termination of the Pre Placement Agreement)

Third Party	Shall mean the person or organisation that has agreed to pay the Third Party Contribution
Third Party Contribution	Shall mean the sum paid by the Third Party that represents the difference between the Council Payment and the Care Home Fee
Trial Visit	Shall mean a visit or stay at the Care Home undertaken as part of the care planning process
VAT	Value Added Tax
Variation	Shall mean an amendment to this Agreement made in accordance with Clause 40 (Amendments to this Agreement)
Variation Notice	Shall mean a notice served in accordance with Clause 40 (Amendments to this Agreement)

1.2. In this Agreement unless where the context otherwise requires:

- 1.2.1. words in the masculine also mean in the feminine and neuter and words in the singular also mean in the plural and vice versa
- 1.2.2. a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.2.3. a reference to any document other than as specified in Clause 1.2.2 shall be construed as a reference to the document as at the date of execution of this Agreement.
- 1.2.4. each Party shall comply with any express obligation in this Agreement to comply with any document, statute, enactment, order, regulation or other similar instrument that is reference in this Agreement.

- 1.2.5. headings are included in this document for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.2.6. except as otherwise expressly provided in this Agreement, all remedies available to the Provider or to the Commissioners for default are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.
- 1.2.7. neither Party shall be liable for any default of its obligations under the Agreement to the extent that such default is caused by a failure or delay by another Party in performing its obligations under this Agreement provided and to the extent that the affected Party notifies the other Party of such failure or delay within thirty (30) days of the affected Party becoming aware of its occurrence and of its likely impact.

2. TERM

- 2.1. This Agreement shall take effect on the Commencement Date and shall continue for a period of three [3] years subject to earlier termination of this Agreement or a part thereof in accordance with other provisions of this Agreement (the "Initial Term").
- 2.2. The Commissioners may extend the term of the Agreement for an additional two [2] years subject to the Commissioners giving the Provider not less than three [3] months' written notice prior to the end of the Initial Term.

3. ENTIRE AGREEMENT

- 3.1. This Agreement, including any Individual Placement Agreement placed under it, constitutes the entire understanding between the Parties relating to the subject matter of this Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by any Party.

4. SCOPE OF AGREEMENT

- 4.1. This Agreement governs the overall relationship of the Parties with respect to the provision of the Services. The Commissioners are entitled (but not required) at any time during the duration of this Agreement to make a placement for the Services from the Provider in accordance with the Placement Process set out in Clause 14 (Placement Process) and the Provider shall provide such Services in accordance with all applicable provisions of this Agreement.

5. TRANSFERRING CONTRACTS

- 5.1. At the Commencement Date the existing contracts that the Commissioners have in place with the Provider for the Services, as more particularly detailed in Schedule 3 (Transferring Contracts) will become subject to the terms and conditions of this Agreement for the remainder of the term of each contract.



6. THE AUTHORISED OFFICER

- 6.1. The Commissioner's shall appoint an officer of the Council to exercise its rights and powers under this Agreement, called the Authorised Officer. This will not limit in any way either the Council's rights or its obligations.
- 6.2. Details of the person appointed to act as the Authorised Officer from the Commencement Date (the telephone number, fax number, e-mail address and postal address) are set out under Clause 8 (Communications).
- 6.3. From time to time the Authorised Officer may appoint another person or persons to exercise some or all of their functions know as a 'Deputy Authorised Officer' and where appropriate the Council shall notify the Provider in the course of their dealings of such an appointment.

7. THE PROVIDER'S REPRESENTATIVE

- 7.1. The Provider's Representative shall be the Registered Manager, unless the Council gives its prior written consent to the selection of an appropriate alternative, and who shall exercise its rights and powers under this Agreement. This will not limit in any way the Provider's rights or its obligations.
- 7.2. Details of the Provider's Representative from the Commencement Date (the telephone number, fax number, e-mail address and postal address) are set out under Clause 8 (Communication).
- 7.3. The Provider's Representative may appoint another person or persons to exercise some or all of their functions (known as a 'Deputy Representative') but if such an appointment is to be made then the Council must be notified within 5 days.
- 7.4. All notifications of changes under this Clause 7 (The Provider's Representative) shall be made in accordance with Clause 8 (Communications).

8. COMMUNICATIONS

- 8.1. Except as otherwise expressly provided communications from the Provider to the Commissioners and vice versa shall not have any validity under this Agreement unless made in writing by or on behalf of the Commissioners or as the case may be by or on behalf of the Provider. The Parties agree that e-mail or letters, delivered by hand, by post or by facsimile transmission or e-mail, will be considered a satisfactory form of communication for the purposes of this Clause 8 (Communications).
- 8.2. All communications shall be considered to have been served, subject to there being no notifications of non delivery; if posted, subject to proof to the contrary two working days after the date of posting; if delivered by hand, on delivery; if delivered by facsimile transmission or e-mail, four hours after sending.



- 8.3. For the purposes of this Clause 8 (Communications) and with reference to Clause 6 (The Authorised Officer), and Clause 7 (The Provider's Representative), the contact details for each representative shall be:

For and on behalf of the Commissioners:

Lorraine Butcher – Strategic Director Children, Adults and Families

Westfields, Middlewich Road, Sandbach, Cheshire, CW11 1HZ

Telephone: 0300 123 5500

For and on behalf of the Provider

[Insert Officer Name and Post Details]

[Insert Address]

[Telephone/Fax/E-mail]

Any Party may change its address for service by notice as provided in this Clause 8 (Communications).

- 8.4 The Provider shall notify the Commissioners as soon as possible and in any event within 5 days of any change to the information set out in Clause 8.3. For the avoidance of doubt this shall include notification of all temporary arrangements. The Council does not accept any liability for any communication which is not received by the Provider where any change to the information has not been received by the Council within the timescales stated.

9. THE COMMISSIONERS' RESPONSIBILITIES

- 9.1. The Commissioners shall perform their responsibilities in accordance with the provisions set out in this Agreement.

10. CONFLICTS OF INTEREST

- 10.1. The Provider shall notify the Authorised Officer immediately upon becoming aware of any possible conflict of interest which may arise between the interests of the Council or CCGs and any other client of the Provider and the Provider shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Authorised Officer.

11. FRAUD

- 11.1. The Provider must take all reasonable steps including all preliminary enquiries and investigations to prevent the risk of fraud to the Commissioners. Where such preliminary actions suggest the possibility of fraud or other irregularity affecting the

resources of the Commissioners the Provider shall immediately inform the Authorised Officer.

PART 2 PROVISIONS OF THE SERVICES

12. THE SERVICES

- 12.1. The Provider shall, subject to the provisions of this Agreement, from the Commencement Date and thereafter during the Term provide and monitor the Services to the Service Users in accordance with the Council's requirements as set out in the Care and Service Specification, Care Plans and in accordance with Good Health and Social Care Practice, Registration Standards and the terms of the Agreement.
- 12.2. The Provider shall at all times deliver the Services in accordance with the law and all legislative requirements.
- 12.3. The Provider acknowledges that the Services are to be delivered upon each and every calendar day 24 hours a day without exception.

13. PROVIDER'S STAFF

- 13.1. The Provider shall appoint and employ suitably qualified and experienced medical, nursing and other clinical and non-clinical Staff to ensure that the Services are provided in all respects and at all times in accordance with this Agreement. If requested by the Commissioner, the Provider shall as soon as practicable and by no later than 14 Days of receipt of such written request, provide the Commissioner with evidence of the Provider's compliance with this Clause 13 (Provider's Staff).
- 13.2. On the request of the Commissioner, the Provider shall provide the Commissioner with a copy of its workforce or human resources policies which shall comply with the law.
- 13.3. The Provider shall ensure that the Staff:
 - 13.3.1. if applicable, are registered with the appropriate professional and or Regulatory Body,
 - 13.3.2. possess the appropriate qualifications, experience, skills and competencies to perform the duties required of them and be appropriately supervised both managerially and professionally;
 - 13.3.3. receive appropriate training in relation to Safeguarding and that the multi agency procedures published by the Cheshire East Local Adult Safeguarding Board are understood and followed;

- 13.3.4. are covered by the Provider's indemnity arrangements (as identified and to the extent set out in Clause 43 (Indemnity and Insurance)) for the provision of the Services;
 - 13.3.5. carry and where appropriate display valid and appropriate identification in accordance with Good Health and Social Care Practice; and
 - 13.3.6. are aware of and respect the equality and human rights of colleagues, Service Users and the public as well as having regard to dignity and respect.
- 13.4. The Provider shall have in place systems for seeking and recording specialist professional advice and shall ensure that every member of Staff involved in the provision of the Services receives:
- 13.4.1. proper and sufficient continuous professional and personal development, training and instructions,
 - 13.4.2. full and detailed appraisal (in terms of performance and on-going education and training) utilising where applicable the NHS Knowledge and Skills Framework or a similar or equivalent framework or model; and
 - 13.4.3. professional leadership commensurate with the Services, each in accordance with Good Health and Social Care Practice and the standards of their relevant professional body, if any.
- 13.5. The Provider shall use its best endeavours to directly employ all Staff involved in the delivery of the Services. The Providers shall only allow Staff to work in the Care Home following receipt of satisfactory pre-employment checks, to include those relating to Clause 31 (Vetting and Barring), and those relating to the eligibility of prospective Staff to work in the UK. Where the Provider uses Staff to deliver the Services who are not directly employed, the Provider will ensure the employer of the Staff has undertaken the pre-employment checks required under this clause.
- 13.6. The Provider shall ensure that at all times an appropriately qualified and experienced member of Staff shall be designated as supervisor and that Staff shall be informed of the supervisor.
- 13.7. In the event that the Authorised Officer request the Provider to investigate a complaint or allegation against a member of Staff the Provider shall:
- 13.7.1. undertake the investigation within the timescale set out by the Authorised Officer;
 - 13.7.2. keep the Authorised Officer updated in respect of the investigation and any action resulting from the same;
 - 13.7.3. at the reasonable request of the Authorised Officer ensure that the Staff subject to the investigation does not provide the Services to any Service Users placed under this Agreement; and

13.7.4. comply with Clause 19 (Complaints).

- 13.8. In the event of a request from the Authorised Officer the Provider shall provide the necessary support and assistance as may be required to enable the Council to carry out any investigation.

14. PLACEMENT PROCESS

- 14.1. Services purchased under this Agreement and associated Individual Placement Agreements shall be provided only to Service Users whose needs have been assessed and referred for the Services by the relevant Care Manager.
- 14.2. The placement will be made by way of an Individual Service User Placement Agreement.

15. PLACEMENT TYPE

- 15.1. The Commissioner shall make Respite, Temporary or Permanent Placements, dependent on what is determined by the Care Manager as the assessed need or re-assessed need of the Service User.
- 15.2. Trial Visits or stays to a Care Home when agreed by the Parties shall have the status, with regard to their classification as either Temporary or Permanent that reflects the need identified during the care planning process and as determined in accordance with Clause 14 (Placement Process).
- 15.3. Where a Service User is assessed as requiring Nursing Care this shall be recorded in the Service User's Individual Placement Agreement.

16. PLACEMENT CARE PLANNING AND REVIEW

- 16.1. The Care Manager shall be responsible for the care planning process before the placement of the Service User in the Care Home. Where appropriate the Care Manager shall involve the Provider's Representative, or as the circumstances dictate the Registered Manager, in the care planning process and in any event shall supply the Care Home with an up to date copy of the Service User's assessment and Care Plan setting out the aims of the care to be provided and the input, tasks and services required of the individuals and agencies in order to achieve them.
- 16.2. The Care Manager shall be responsible for ensuring that the Provider is able to provide all equipment necessary to enable appropriate care to be delivered to the Service User prior to admission of that Service User.
- 16.3. A Review Meeting shall take place at the end of the initial 6 week placement period and at least annually thereafter to review the care needs and the Care Plan of the Service User.
- 16.4. At the request at anytime of the Council, CCGs, Provider, Service User (or the Service User's representative) the Council will call a formal Review Meeting in order

to discuss the progress of care for a Service User with reference to the Care Plan, or to examine a significant issue.

- 16.5. The Provider shall ensure that the appropriate manager or senior Staff member are made available for a Review Meeting. The Council shall ensure that all parties who significantly contribute to the Service User's care are invited to the Review Meeting.
- 16.6. The Council shall ensure that notes of each Review Meeting, including a record of any agreements reached, will be made available within two [2] weeks of the meeting notwithstanding the fact that agreed actions including amendments or variations to the Care Plan may be implemented in accordance with an agreed timescale prior to the circulation of the Review Meeting notes.
- 16.7. The Provider shall ensure that Service Users are accommodated in single rooms, unless they choose otherwise. Any intention by the Provider to move any Service User on a permanent basis from one room to another for whatever reason or a temporary move where that temporary arrangement will exist for 2 months or more must be negotiated in advance with the Care Manager.

17. NURSING NEEDS

17.1. Assessment of Nursing Needs

- 17.1.1. The CCG shall arrange for an assessment of the Service User's Nursing Care needs to be undertaken by the Nurse Assessor prior to the entry of the Service User to a Care Home with Nursing. This may be conducted after a multi-disciplinary assessment which may include representation from the Council and the CCG.
- 17.1.2. Following the assessment of the Service User's Nursing Care needs by the Nurse Assessor the CCG will thereafter supply the Provider and the Service User with a written statement as to the amount of the RNCC Determination.

17.2. Provision of Nursing Care

- 17.2.1. Where a Service User is assessed as requiring Nursing Care the Provider shall provide such care to each and every Service User under the terms of this Agreement and in accordance with the requirements of their Care Plan and Nursing Care Specification.
- 17.2.2. The CCG shall provide or procure the provision to each Service User such specialist nursing equipment (subject to the conditions of any relevant policy of the CCG from time to time in force) and continence aids as have been identified in the Nursing Assessment process and as are set out in the Service User's Care Plan.

17.3. Review and Re-Assessment of Nursing Needs

- 17.3.1. The CCG shall review the needs of each Service User three [3] months after the initial RNCC Determination is disclosed, as more particularly described at Clause 17.1.2, and thereafter at least every twelve [12] months or at a more frequent interval as determined by the CCG.
- 17.3.2. Where the Provider considers that the level of Nursing Care required by a Service User has changed the Provider shall immediately inform the CCG. The CCG shall then arrange for a Nursing Assessment to be conducted by the Nurse Assessor as soon as reasonably practicable after the date of request by the Provider.
- 17.3.3. Upon request by a Service User (or the Service User's Representative), the Provider or the Council made to the CCG for an assessment of a Service User's Nursing Care need the CCG shall arrange for a Nursing Assessment by the Nursing Assessor subject to the CCG being satisfied that there may have been a change in the Service User's Nursing Care needs.
- 17.3.4. In the event of a Nursing Assessment pursuant to Clause 17.3.2 or 17.3.3 the CCG shall advise the Service User (or the Service User's representative), the Council and the Provider within 14 Days:
 - (a) of the outcome of the Nursing Assessment including the RNCC Determination as to whether a Service User has been assessed to be eligible for the RNCC;
 - (b) the date upon which the RNCC payments shall become effective, which for the avoidance of doubt shall be no later than the date of the RNCC Determination conducted pursuant to Clause 17.3.2 or 17.3.3; and
 - (c) whether any changes to the Service User's Care Plan are required.
- 17.3.5. The Provider shall apply for CHC Funding where it is appropriate for a Service User to receive such funding and shall notify the Council that such an application has been made.

18. NOTIFICATION OF AVAILABILITY

- 18.1. The Provider shall notify the Council, on a weekly basis, each Tuesday morning, of any vacant or soon to be vacant beds at the Care Home. The information will be expected to be sent electronically and in a format to be specified by the Council from time to time.

19. COMPLAINTS

- 19.1. The Provider shall with effect from the Commencement Date implement and maintain a Complaints Procedure, entitling Service Users to make a Formal Complaint about any aspects of the provision of the Services.

- 19.2. All Service Users shall be informed of their right to make a complaint and shall be provided with a copy of the Complaints Procedure.
- 19.3. In the event that a complaint is made to the Council or the CCG under their respective complaints procedures the Provider will co-operate fully, promptly and at their own expense in the investigation of the complaint.
- 19.4. Co-operation by the Provider in accordance with Clause 17 (Nursing Needs) shall include access to and the making available and provision of such information, statistics and records as the Authorised Officer deems necessary.
- 19.5. In relation to complaints made to the Provider under their Complaints Procedure the Provider shall notify the Commissioners in writing within five [5] days of receipt all Formal Complaints made by or on behalf of Service Users, in accordance with Clause 19.1, and provide such information as requested by the Council.
- 19.6. The Provider shall implement lessons learned from complaints and demonstrate at any meeting held under Clause 42 (Review) or for such similar purpose the extent to which Service improvements have been made as a result.
- 19.7. The Council may require access to and use of any information, statistics or records relating to complaints made to the Provider under its Complaints Procedure, to assess the performance of the Provider and compliance to this Agreement.
- 19.8. The Council may use any information, statistics or records, relating to complaints made to the Council under the Council's complaints procedure to assess performance of the Provider and compliance to this Agreement.

PART 3 FEES AND PAYMENT

20. PURCHASING ARRANGEMENTS

- 20.1. This Agreement does not constitute a guarantee to purchase any Services from the Provider, however, should any Services be purchased under an Individual Placement Agreement the terms and conditions contained within this Agreement will apply.
- 20.2. The invocation of this Agreement shall arise from the Parties entering into an Individual Placement Agreement and shall take effect from the Service Delivery Start Date.

21. FEES

- 21.1. The Standard Fee in respect of the categories of care covered by this Agreement are set out in Schedule 2 (Fees & Finances).
- 21.2. The Council acknowledges that Service Users may choose a Care Home whose Care Home Fee is greater than the Standard Fee. In such circumstances a Third

Party will meet the difference in fees between the Standard Fee and the Gross Social Care Cost. .

- 21.3. The Standard Fee and any Third Party Contribution shall make up the Gross Social Care Cost.
- 21.4. Other than in line with the CRAG guidance on the twelve [12] week disregard the Provider shall under no circumstances attempt to secure any difference in cost between the Care Home Fee and the Standard Fee from the Service User. For the avoidance of doubt at the end of the 12 week disregard arrangements compliant with this clause 21 must be in place in respect of all sums relating to the placement of a Service User.
- 21.5. **Service User Contributions**
 - 21.5.1. The Council will carry out financial assessments with all prospective Service Users using the CRAG and in order to determine whether or not the Service User is liable to make an Assessed Service User's Contribution.
 - 21.5.2. Where the Service User is liable to make an Assessed Service User Contribution the Council shall either invoice the Service User directly or enter a Deferred Payment Agreement with the Service User for the same.
- 21.6. **NHS Funded Nursing Care**
 - 21.6.1. Where a Service User has been assessed as to require Nursing Care then the RNCC shall be recorded within the Individual Placement Agreement and when added to the Gross Social Care Cost shall equate to the Agreement Price.
- 21.7. **Personal Expense Allowance**
 - 21.7.1. The Provider shall ensure that the Service User's Personal Expense Allowance is not used for the purchase of, or contribution towards any Service required to be provided under this Agreement or associated Individual Placement Agreement.
 - 21.7.2. The Provider shall ensure that the Service User has complete discretion in spending their own Personal Expense Allowance and other personal monies within their control which is not included in calculating the Assessed Service User Contribution. Where a Service User lacks mental capacity to deal with their own money and has no-one legally authorised to deal with their affairs the Provider shall notify the Care Manager immediately in writing. The Provider shall not handle the Service User's money unless appropriate authorisation is in place and the Provider shall ensure that they maintain and operate a robust policy and procedure to ensure the safe handling and management of client monies.

22. FEE REVIEW

- 22.1. Subject to Clause 22.2 and Clause 22.4 the Standard Fee shall be fixed for the duration of this Agreement.
- 22.2. The Standard Fee shall be reviewed by the Council to determine whether there should be any adjustment to the Standard Fee to take account of the effects of inflation annually upon the anniversary of the Commencement Date or at any such other time as the Council in its absolute discretion may determine from time to time. For the avoidance of doubt the provisions of this Clause 22 in no way guarantee or represent that there shall be an increase in the Standard Fee upon the conclusion of any such review.
- 22.3. The Council shall use its reasonable endeavours to announce the outcome of each such review to the Provider at least one month before any resulting adjustment is due to take effect. The Provider shall be notified by way of a letter which shall state the date upon which the change to the Standard Fee shall take effect and shall act as an update to the Schedule 2 (Fees & Finances) of this Agreement.
- 22.4. At the request of the Provider the Standard Fee may be reduced at any time. In the event of such a request the Council shall by letter confirm its agreement to the decrease in the Standard Fee and the date upon which the decrease to the Standard Fee shall take effect. The letter shall act as an update to Schedule 2 (Fees & Finances) of this Agreement.
- 22.5. The letter referred to in Clause 22.3 and Clause 22.4 shall be deemed to be a Variation to this Agreement.

23. PAYMENT

23.1. Basis of Payment

- 23.1.1. In accordance with the provisions of Clause 21 (Fees), and subject to Clause 23.2, 23.3 and 45.2.6, the Council shall pay the Provider a sum relating to the Standard Fee as detailed within each Service User's Individual Placement Agreement in respect of the Services delivered to the Service User by the Provider.
- 23.1.2. The CCG shall be solely responsible for payment of the RNCC for each Service User assessed to be eligible directly to the Provider.

23.2. Payment in Respect of Absence

- 23.2.1. If a Service User has a period of absence due to an admission to hospital or other health care provider or for any other reason, whereby they temporarily cease to be in receipt of the Services the first fourteen [14] Days of absence shall, for payment purposes, be treated as normal residence.
- 23.2.2. At the expiry of the fourteen [14] Day period identified in Clause 23.2.1 at the discretion of the Care Manager a payment equivalent to 80% of the Standard



Fee may be made for up to a maximum period of six [6] weeks (an "Absence Payment").

23.2.3. The Service User's own bed shall be preserved for the period of time under which an Absence Payment made pursuant to Clause 23.2.1 or 23.2.2.

23.2.4. In the event that the Care Manager exercises their discretion under Clause 23.2.1 then a Review Meeting comprising the Council and the CCG shall be held no later than the expiry of the six [6] week period identified in Clause 23.2.2 to determine whether the circumstances justify an extension of the Absence Payment or whether the Individual Placement Agreement shall be terminated in accordance with the provisions of this Agreement.

23.2.5. For the avoidance of doubt the Provider's Representative shall notify the Care Manager of such absence in accordance with Clause 51.3 and in the event of any failure to comply with this obligation the Council shall not be obliged to make any payment for any period of absence and where an overpayment has occurred the Council shall be entitled to recover the same under the terms of this Agreement.

23.3. **Payment Following the Death of a Service User**

23.3.1. The Council will pay the Standard Fee until 23:59 on the day following the date of death.

23.3.2. A request for an additional sum made by the Provider in the event that a Service User's personal effects have not been removed promptly shall be considered by the Care Manager and may at the absolute discretion of the Care Manager be approved. Payment of such an additional sum shall only be made in the event of the prior written agreement of the Care Manager.

23.4. **Method of Payment**

23.4.1. The Provider shall through the ESRP (or such other system as the Council directs) submit a Service Return in respect of the relevant Charging Period.

23.4.2. Upon receipt of a Service Return the Council shall process the same and make payment in accordance with the terms of this Agreement.

23.5. **Payments Generally**

23.5.1. Payment is exclusive of any applicable VAT for which the Council shall be additionally required to pay the Provider upon receipt of a valid tax invoice at the prevailing rate in force from time to time. At the Commencement Date the Parties acknowledge that VAT on the Services is zero rated.

23.5.2. It is the responsibility of the Provider to ensure that the correct rate of VAT is applied.



23.5.3. In the event of that a Service User fails to arrive at the Care Home and as a result does not receive the Services reasonable expenses not exceeding the Standard Fee at a pro-rata rate for twenty-four [24] hours shall be paid by the Council to the Provider.

23.5.4. Service Returns must be submitted promptly and in accordance with the prevailing Council instructions. Service Returns submitted more than three [3] months from the due date shall only be accepted at the discretion of the Council and may not be processed for payment.

23.6. Payment Changes

23.6.1. During the Term of this Agreement the Council anticipates two changes being necessitated in respect of the payments process under this Agreement. The first shall involve the payment by the Council of the Standard Fee net of any Assessed Service User Contribution, associated transfer of responsibility of the collection of the Assessed Service User Contribution from the Council to the Provider. The other anticipated change is the introduction of payment by remittance.

23.6.2. The Provider acknowledges that amendment to the provisions of this Agreement may result in changes introduced pursuant to Clause 23.6.1.

23.6.3. In the event of amendment introduced pursuant to Clause 23.6.1 each Party shall bear its own cost.

23.6.4. Any amendment introduced pursuant to Clause 23.6 shall be effective subject to thirty [30] Days written notice from the Council to the Provider and for the avoidance of doubt the provisions of Clause 40 (Amendments to this Agreement) shall not apply.

23.7 The Provider and the Commissioners acknowledge, pursuant to CRAG, their agreement for net payment arrangements and note that the operation of this shall be subject to the agreement of the Service User. The Provider shall be responsible for collecting the Assessed Service User Contribution. The Council shall put forward a debt recovery process which must be adhered to by the Provider.

24. RECOVERY OF SUMS DUE

24.1. Wherever under this Agreement any sum of money is recoverable from or payable by the Provider (including any sum that the Provider is liable to pay to the Council and/or the CCGs in respect of any breach of this Agreement), the Council and/or CCG, to whom the money is due as appropriate in the circumstances, may unilaterally deduct that sum from any sum then due, or which later may become due to the Provider from the Council or CCGs as appropriate in the circumstances, under this agreement or any other agreement or contract with the Council or CCGs.

- 24.2. The Provider shall make any payments due to the Council and/or the CCGs as appropriate without deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Council and/or the CCG as appropriate.
- 24.3. The Commissioners shall be entitled to reclaim from the Provider any sums related to an overpayment or payment made in error. In the event that the Council or the CCG makes a demand to the Provider for any overpayment or any payment made in error the Provider shall be required to pay the sum demanded within fourteen [14] Days of the date upon which the demand is made.

PART 4 STATUTORY OBLGATIONS, CODES OF PRACTICE AND REGULATIONS

25. ADULT PROTECTION PROCEDURE

- 25.1. In cases of actual or suspected abuse of or towards a Service User the Provider shall ensure strict adherence to the Cheshire East No Secrets Policy as amended from time to time in order to protect and safeguard the Service User and in doing so shall comply with the requirements of any investigation carried out by the Council.
- 25.2. The Provider shall ensure that they have an awareness of the requirements of both the Cheshire East Local Safeguarding Children's and Adult's Boards and Child Protection procedures where the Provider has any concerns for the safety or welfare of the persons under the age of 18 that come to the Provider's attention whilst providing the Services.

26. PREVENTION OF BRIBERY AND PAYMENTS OF COMMISSION

- 26.1. The Provider shall use best endeavours to ensure neither it nor any Staff member solicits or accepts any gratuity or tip or any other form of money taking or reward collection or charge for any part of the Services required to be provided under this Agreement other than as provided for in this Agreement.
- 26.2. The Provider:
 - 26.2.1. shall not, and shall procure that any Staff shall not in connection with this Agreement commit a Prohibited Act; and
 - 26.2.2. warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Commissioners, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Commissioners before execution of this Agreement.
- 26.3. The Provider shall:

- 26.3.1. upon request provide the Commissioners with any reasonable assistance to enable the Commissioners to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act; and
- 26.3.2. within twenty [20] Days of the Commencement Date and annually thereafter certify to the Commissioners in writing (such certification to be signed by a duly authorised officer of the Provider) compliance with this Clause 26 by the Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Provider shall provide such supporting evidence of compliance as the Commissioners may reasonably request.
- 26.4. The Provider shall have an anti-bribery policy, which shall be disclosed upon request to the Commissioners, to prevent the Provider or member of Staff from committing a Prohibited Act and shall enforce where appropriate.
- 26.5. If the Provider notifies the Commissioners that it suspects or knows that there may be a breach of this Clause 26 then the Provider must respond promptly to the Commissioners' enquiries, co-operate with any investigation, and allow the Commissioners to audit books, records and any other relevant documentation. This obligation shall continue for a minimum of six [6] years following the expiry or termination of this Agreement.
- 26.6. The Commissioners may terminate this Agreement or any specific Individual Placement Agreement by written notice with immediate effect if the Provider or their Staff member breaches Clause 26.1.
- 26.7. Any notice of termination served under Clause 26.6 must specify:
 - 26.7.1. the nature of the Prohibited Act
 - 26.7.2. the identity of the party whom the Commissioner considers has committed the Prohibited Act; and
 - 26.7.3. the date on which this Agreement will terminate.
- 26.8. Despite Clause 54 (Dispute Resolution) any dispute relating to:
 - 26.8.1. the interpretation of this Clause 26; or
 - 26.8.2. the right of the Council under this Clause 26 to terminate this Agreement; or
 - 26.8.3. the amount or values of any such gift, consideration or commission;shall be determined by the Commissioners and its decision shall be final and conclusive.

- 26.9 Any termination under Clause 26.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Commissioners.

27. EQUAL OPPORTUNITIES AND NON DISCRIMINATION

- 27.1. The Provider shall provide appropriate assistance and make reasonable adjustments for Service Users who do not speak, read or write English or who have communication difficulties (including but without limitation hearing, oral, visual or learning impairments).
- 27.2. The Provider shall not discriminate between Service Users on the grounds of gender, age, ethnicity, disability, religion or belief, sexual orientation or any other non-medical characteristic and shall have due regard in its performance of this Agreement to the Equality Act 2010 and any other relevant legislation including but not limited to the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995 and the Health Act 2006 as may apply.
- 27.3. The Provider shall put in place and at all times for as long as this Agreement is in force operate to an Equal Opportunities Policy a copy of which shall be provided to the Commissioners upon request. For the avoidance of doubt the Equal Opportunities Policy shall set out how the Provider will comply with its obligations under the Equality Act 2010.

28. HUMAN RIGHTS

- 28.1. The Provider shall not do or permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights.
- 28.2. The Provider shall not do or permit or allow anything to be done which may result in the Commissioners acting incompatibly with the rights contained within the European Convention on Human Rights Act 1998.
- 28.3. The Provider shall indemnify the Commissioners against any Losses or expenditure resulting from the Provider's breach of Clauses 28.1 and 28.2.

29. RIGHTS OF THIRD PARTIES

- 29.1. A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Agreement.

30. HEALTH AND SAFETY

- 30.1. The Provider must put in place, and operate to, Health and Safety Policy for as long as this Agreement is in force and shall provide the Commissioners with a copy of the policy if requested to do so.
- 30.2. The Provider must ensure that its Health and Safety Policy complies with the requirements of the Essential Standards of Quality and Safety and all relevant

statutory obligations and in so doing assures the maintenance of safe working practices within the Care Home.

31. VETTING AND BARRING

- 31.1. The Provider shall ensure that in respect of all potential Staff or person performing any of the Services that the Provider, at its own cost, shall without limitation comply with the following guidance as amended from time to time:
 - 31.1.1. such vetting scheme as is administered by or may be administered by the DBS or may be introduced by the Home Office or similar body;
 - 31.1.2. such other checks as required by the DBS or any other body executing the function of the DBS or which are to be undertaken in accordance with current and future national guideline and policies;
 - 31.1.3. shall ensure that Staff are not involved in the delivery of the Services until Enhanced Disclosure has been received from the DBS and the Provider shall have in place a policy and risk assessment process which shall be followed in the event that adverse disclosures are revealed.
- 31.2. Should the Provider discover adverse disclosure not declared on an application form or similar the Provider shall inform the Commissioners and where appropriate the police.
- 31.3. The Provider shall ensure that upon request the Commissioners are provided with access to the DBS disclosure and associated risk assessments.

32. SMOKING POLICY

- 32.1. The Provider must put in place and operate to a Smoking Policy for as long as the Agreement is in force and provide the Commissioners with a copy of the policy upon request.
- 32.2. The Provider must ensure that its Smoking Policy complies with all relevant statutory obligations and whilst it is acknowledged that Care Homes have exemptions under the *Smoke Free (Exemptions and Vehicles) Regulations 2007* the policy shall reflect that smoking is only allowed in certain rooms within the Care Home and that these rooms such as bedrooms or designated rooms for smoking are clearly marked.

33. BUSINESS AND SERVICE CONTINUITY

- 33.1. The Provider shall at all times for as long as the Agreement is in force maintain its ability to provide, and shall ensure that it is able to offer to the Commissioner the Services.
- 33.2. The Provider shall have and at all times maintain an up-to-date Business Continuity Plan agreed with the Commissioner to ensure the continual availability to the Commissioner of the Services in the event of any interruption or suspension of the



Provider's ability to provide them, and in the event of any partial or entire suspension or termination of this Agreement. The Provider shall in consultation with the Commissioner implement the Business Continuity Plan as required in any such event.

- 33.3. The Provider shall notify the Commissioner as soon as reasonably practicable of its activation, and in any event no later than one [1] Day from the date of such activation.

PART 5 PROTECTION OF INFORMATION

34. PROTECTION OF PERSONAL DATA

- 34.1. Every Party shall comply with its respective obligations under the provisions of the Data Protection Act 1998.
- 34.2. Where the Provider or any of its sub-contractors, as part of the Services under this Agreement, processes personal data as a data processor on behalf of the Commissioners the Provider shall and shall procure its Staff and any sub-provider to:
- 34.2.1. act only on instructions from the Commissioners as data controller; and
 - 34.2.2. comply with the Commissioner's instructions in relation to the processing of personal data as such instructions are given and varied from time to time by the Commissioners.

35. CONFIDENTIALITY

- 35.1. The Provider acknowledges that any confidential information obtained from or relating to the Commissioners, or the Council or CCGs individually, their servants or agents remains the property of the Commissioners, Council or CCGs as appropriate in the circumstances.
- 35.2. The Commissioners undertake to use their best endeavours to keep confidential any information provided by the Provider subject to the Commissioners' obligations under law, including the Freedom of Information Act 2000. If the Provider considers that any information communicated to the Commissioners should not be disclosed because of its sensitivity then this should be stated together with the reason for considering it sensitive. The Commissioners will then use reasonable endeavours to consult the Provider in considering any request received under the Freedom of Information Act 2000 before replying to such a request. It should be noted that the Commissioners do not have discretion in responding to such requests under the Act.
- 35.3. The Parties hereby warrant that:
- 35.3.1. all Staff and any person employed or engaged by the Parties (in connection with this Agreement in the course of such employment or engagement) shall



only use confidential information for the purposes of this Agreement subject to Clause 35.2;

- 35.3.2. all Staff and any person employed or engaged by the Parties (in connection with this Agreement in the course of such employment or engagement) shall not disclose any confidential information to any third party without the prior written consent of the other parties subject to Clause 35.2;
- 35.3.3. the Parties shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed (save as aforesaid and subject to Clause 35.2) or used other than for the purposes of this Agreement by their Staff, employees, servants, agents or sub-providers.
- 35.4. The provisions of Clause 35.1 and 35.3 shall not apply to any information which:
 - 35.4.1. is or becomes public knowledge other than by breach of this Clause 35.3; or
 - 35.4.2. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - 35.4.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 35.4.4. is independently developed without access to the confidential information.
- 35.5. Nothing in this Clause 35 shall be deemed or construed to prevent the Commissioners from disclosing any confidential information obtained from the Provider to any consultant, Provider or other person engaged by the Commissioners in connection herewith, provided that the Commissioners shall have obtained from the consultant, Provider or other person a signed confidentiality undertaking on substantially the same terms as are contained in this Clause 35 and the Commissioners shall, on request by the Provider, notify the Provider of the identity of such consultant, Provider or other person as soon as practicable.
- 35.6. Nothing in this Agreement shall prevent the Provider or the Commissioners from using data processing techniques, ideas and know-how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of confidential information or an infringement by the Commissioners or the Provider of any Intellectual Property Right.

36. PUBLICITY

- 36.1. The Council and the CCGs' name shall not be used by the Provider in the endorsement of any project or in any other way or for any purpose without the Council's and/or the CCGs' prior written consent.
- 36.2. The Council and the CCGs shall be entitled to publicise this Agreement in accordance with any legal obligation including any examination of this Agreement by



the National Audit Office pursuant to the National Audit Act 1983 or for any other purpose.

37. ATTENDANCE AT COMMITTEES

- 37.1. If required by the Council to do so the Provider shall throughout the period of this Agreement and for a period of six years after expiry of this Agreement give all reasonable assistance to the Council including attending any of the Council's Committees in order to answer questions pertaining to this Agreement should the need arise.
- 37.2. In the event that the Council requires the Provider's assistance after the expiry of this Agreement as referred to in Clause 37.1 the Council shall pay the reasonable expenses of the Provider arising as a result of providing such assistance.
- 37.3. The provisions of Clause 37.1 and 37.2 shall apply to the CCGs and the Provider in respect of any equivalent requirements.

PART 6 CONTROL OF THE CONTRACT

38. TRANSFER, NOVATION & SUB CONTRACTING

- 38.1. Subject to Clause 38 the Provider shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the Commissioners.
- 38.2. The Commissioners shall not assign this Agreement except where required to do so by law or where agreed by the Provider, such agreement should not be unreasonably withheld or delayed.
- 38.3. The Provider shall be responsible for the performance of and shall be liable to the Commissioners for the acts and omissions of its sub-contractors. The Provider shall ensure that any sub-contractor meets the standards and performance levels required of the Provider under this Agreement.
- 38.4. The Provider shall be responsible for the performance of and shall be liable to the Commissioners for the acts and omissions of any other party to which it may assign, transfer or otherwise dispose of any obligation under this Agreement ("New Party") as if they were there acts or omissions of the Provider, unless:
 - 38.4.1. the Provider has obtained the prior written consent of the Commissioners in accordance with Clause 38.1; and
 - 38.4.2. the terms of such assignment, transfer or disposal have been approved and accepted by the New Party so that the New Party is liable to the Commissioner for its acts and omissions.

- 38.5. This Agreement shall be binding on and shall be to the benefit of the Provider and the Commissioners and their respective successors and permitted transferees and assigns.

39. WAIVER

- 39.1. The failure of any Party to insist upon strict performance of any provision of this Agreement, or the failure, of any Party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
- 39.2. A waiver of any default shall not constitute a waiver of any subsequent default.
- 39.3. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other Parties in writing in accordance with the provisions of Clause 8 (Communications).

40. AMENDMENTS TO THIS AGREEMENT

- 40.1. Subject to Clause 22.5, Clause 23.6 and Schedule 2 of this Agreement, this Agreement shall not be varied or amended unless such Variation or amendment is agreed in writing by a duly authorised representative of the Commissioners on behalf of the Commissioners and by a duly authorised representative of the Provider on behalf of the Provider.
- 40.2. Any such Variation or amendment shall be communicated by way of a Variation Notice, if any Party receives a Variation Notice, within 28 days of receipt it shall notify the other Parties as to whether it accepts the variation or amendments.
- 40.3. For the avoidance of doubt any Variation or amendment shall be effective only from the date stated in the Variation Notice.

41. SEVERABILITY

- 41.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement the Parties shall immediately commence good faith negotiations to remedy such invalidity.

42. REVIEW OF THIS AGREEMENT

- 42.1. Without prejudice to the provisions of Clause 50 (Contract and Quality Monitoring) and in accordance with Part 1 of the Local Government Act 1999 the Council may from time to time review the Services in pursuance of the Council's commitment to continuing Service improvement having regard to a combination of economy, efficiency and effectiveness and the Provider shall:

- 42.1.1. participate in and fully co-operate with such reviews; and
- 42.1.2. provide such assistance and other information including, but not limited to, accounting and other record books, business plans, quality assurance, service records and service plans as may be reasonably required by the Council in relation to the Service.
- 42.1.3. The Provider acknowledges that the review may necessitate an amendment of the Care Services Specification and in such circumstances the Parties shall work together to implement any resulting amendment.
- 42.1.4. Where ever possible the Council will align such reviews with its activities in respect of Clause 50 (Contract and Quality Monitoring).

PART 7 LIABILITIES

43. INDEMNITY AND INSURANCE

- 43.1. Without prejudice to its liability for breach of any of its obligations under this Agreement, the Commissioners shall be liable to the Provider for, and shall indemnify and keep the Provider indemnified against, and the Provider shall be liable to the Commissioners for, and shall indemnify and keep the Commissioners indemnified against any Losses whatsoever in respect of:
 - 43.1.1. any Losses to property (whether real or personal);
 - 43.1.2. any injury to any person, including injury resulting in death; and
 - 43.1.3. any Losses of the indemnified Party,

that result from or arise out of the indemnifying Party's negligence or breach of this Agreement in connection with the performance of this Agreement or the provision of the Services (including in the case of the Provider (without limitation), its use of equipment, or other materials, or products and the actions or omissions of the Staff or sub-contractors in the provision of the Services), except insofar as such Losses has been caused by any act or omission by, or on the part of, or in accordance with the instructions of the indemnified Party, its employees or agents.
- 43.2. The Provider shall maintain in force (and/or procure that its sub-contractors and non-employed consultants shall maintain in force) at its own cost appropriate indemnity arrangements (in accordance with Clause 43.3 below) in respect of:
 - 43.2.1. employer's liability of £10,000,000;
 - 43.2.2. public liability of a minimum of £5,000,000 in respect of any one incident;
 - 43.2.3. malpractice of a minimum of £5,000,000 in any one year;

43.2.4. Building and Contents.

43.3. For the purpose of this Clause 43, an indemnity arrangement may comprise of either:

43.3.1. a policy of insurance;

43.3.2. an arrangement made for the purposes of indemnifying a person or organisation; or

43.3.3. a combination of a policy of insurance and an arrangement made for the purposes of indemnifying a person or organisation.

43.4. The Provider shall, from time to time and in any event within 5 days of a written demand, provide documentary evidence to the Commissioners that any indemnity arrangements taken out by the Provider pursuant to this Clause 43 are fully maintained and that any premiums on them and / or contributions in respect of them (if any) are fully paid.

43.5. Upon the expiry or termination of this Agreement the Provider shall (and shall use its reasonable endeavours to procure that each of its sub-contractors shall) procure that any ongoing liability it has or may have in negligence to any Service User (or the Commissioners) arising out of a Service User's care and treatment under this Agreement shall continue to be the subject of appropriate indemnity arrangements for the period of **six [6] years** from termination or expiry of this Agreement or until such earlier date as that liability may reasonably be considered to have ceased to exist.

43.6. In connection with the Services, unless the Commissioners and the Provider otherwise agree in writing, the Provider shall not require, and shall ensure that no other person shall require any Service User to sign any document whatsoever containing any waiver of the Provider's liability to that Service User.

43.7. This Clause 43 shall survive in all respects the expiry of this Agreement or its termination for any reason.

43.8. Nothing in this Agreement shall exclude or limit the liability of any Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

43.9. Each Party shall at all times take all reasonable steps to minimise and mitigate any Losses for which one Party is entitled to bring a claim against the other pursuant of this Agreement.

44. WARRANTIES AND REPRESENTATIONS

44.1. The Provider warrants and represents that:

44.1.1. the Provider has the full capacity and authority and all necessary consents (including, but not limited to, where its procedure so require, the consent of

its parent company) to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Provider.

- 44.1.2. the Provider shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice;
- 44.1.3. all obligations of the Provider pursuant to the Agreement shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care and diligence.
- 44.2. The warranties set out in this Clause 44 are given on the Commencement Date and repeated on every day during the term of this Agreement.

PART 8 DEFAULT AND TERMINATION

45. DEFAULT AND SUSPENSION

45.1. Default

45.1.1. If the Provider commits any breach of this Agreement or Individual Placement Agreement the Commissioners will be entitled to serve a Default Notice upon the Provider. This shall be without prejudice to any other right or remedy which may be available to the Commissioners under this Agreement or law.

45.1.2. Where a Default Notice is served it shall set out:

- (a) the nature of the Default;
- (b) the resolution required;
- (c) the prescribed timescales and deadline for remedying the Default.

45.2. Suspension

45.2.1. A “**Suspension Event**” shall have occurred if:

- (a) The Commissioners reasonably consider that:
 - (a) a breach by the Provider of any obligation under this Agreement may result in a material interruption in the provision of the Services; or
 - (b) the Provider has committed a Persistent Default or Serious Default; or
 - (c) the Provider fails to remedy a Default by the deadline set out in the Default Notice.

- (d) Within 12 months of the Provider having received a Default Notice pursuant to Clause 45.1.2 the same issue as identified in the Default Notice recurs; or
- (e) the Commissioners, acting reasonably, considers that the circumstances constitute an emergency, including an event of Force Majeure affecting provision of the Services; or
- (f) the Provider is prevented, or will be prevented, from providing the Services due to the suspension, restriction or variation of any required permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by law or from a third party for or in connection with the performance of the Services including without limitation any registration with a regulator

45.2.2. Where a Suspension Event occurs the Commissioners may:

- (a) suspend the affected Services, in whole or in part by serving a Suspension Notice upon the Provider;
- (b) serve notice to terminate pursuant to either Clause 46.4.4 or Clause 47.3.2;
- (c) where appropriate, promptly notify, CQC or any regulator or similar body or organisation of the Suspension Event.

45.2.3. A Suspension Notice issued pursuant to Clause 45.2 shall set out the:

- (a) reason(s) why the Suspension Notice has been issued;
- (b) resolution required;
- (c) prescribed timescales and deadline for implementing the resolution.

45.2.4. Except where suspension occurs by reason of Force Majeure, the Provider shall indemnify the Commissioners and keep the Commissioners indemnified in respect of any Losses.

45.2.5. On suspension of the Services, or part thereof, the Provider shall:

- (a) co-operate fully with the Commissioners and any successor provider of the suspended Services, or part thereof, in order to ensure continuity and a smooth transfer of the suspended Service, or part thereof, to avoid any inconvenience or risk to the health and safety of Service Users or Staff of the Commissioners or members of the public, and to that end the Provider may be required by the Commissioners to agree with the Commissioners, and with any successor provider of the suspended Service, or part thereof, a transition plan; and

- (b) at the reasonable request of the Commissioners and at the cost of the Provider:
 - (a) promptly render all reasonable assistance and provide all information necessary to effect an orderly resumption of the Service, or part thereof, by another provider; and
 - (b) deliver to the Commissioners all materials, papers, documents owned by the Commissioners and utilised by the Provider in the provision of the suspended Service, or part thereof; and
 - (c) the Parties shall use all reasonable endeavours to minimise any inconvenience caused to or likely to be caused to Service Users or prospective service users as a result of the suspension of the Services, or part thereof.
- 45.2.6. Where a Default Notice or Suspension Notice is served upon the Provider the Commissioners reserve the right to direct their Staff, or other appropriate persons to deliver, manage, supervise or otherwise direct the provision of the Services at the Care Home.
- 45.2.7. In the event the Commissioners invoke Clause 45.2.6 the Provider shall fully co-operate and procure that its Staff shall facilitate and ensure access to the Care Home and provide full co-operation with any and all other requests related to the delivery, management, supervision or direction of the Services at the Care Home.
- 45.2.8. During any period of suspension of a Service, or part of a Service:
 - (a) the Commissioners shall use reasonable efforts to ensure that no further Service Users are referred to the Provider during the period of suspension;
 - (b) the Provider shall cease to accept any referrals of Service Users from the Commissioners who require the suspended Service or part thereof.
 - (c) Where the Commissioners determine that the Provider is able to resume delivery of the Service, or part thereof, a notice (a “**Resumption Notice**”) shall be served setting out the date from which delivery of the Service or part thereof shall resume.
- 45.2.9. In the event that a Resumption Notice is served it shall be at the absolute discretion of the Commissioners as to whether any Service Users displaced or otherwise transferred or affected during the suspension period is returned to the Provider.
- 45.2.10. Where the Provider fails to remedy the cause of the Suspension Event within the timescale set out in the Suspension Notice the Commissioners may at their absolute discretion:

- (a) elect to extend the deadline initially set in the Suspension Notice; or
- (b) serve notice to terminate pursuant to either Clause 46.4.5 or Clause 47.3.2.

46. TERMINATION OF THE INDIVIDUAL PLACEMENT AGREEMENT

- 46.1. In the event of termination of this Agreement all associated Individual Placement Agreements shall terminate no later than the Termination Date of the Pre-Placement Agreement.
- 46.2. An Individual Placement Agreement shall terminate immediately:
 - 46.2.1. upon the death of a Service User, subject to Clause 23.3;
 - 46.2.2. where a Service Users fails to arrive at the Care Home to receive the Service, subject to Clause 23.5.3;
 - 46.2.3. in the event that Care Manager elects not to exercise the discretion to extend payment of the Absence Payment as provided for in Clause 23.2.4.
- 46.3. An Individual Placement Agreement may be terminated by the Council without notice where in the professional opinion of the Council, the Service User's assessed needs have changed and those needs cannot be met by the Care Home.
- 46.4. An Individual Placement Agreement shall terminate upon the expiry of:
 - 46.4.1. two [2] weeks notice from the Council of the Service User's intention to leave the Care Home
 - 46.4.2. two [2] weeks notice, or such period as agreed by the parties in the circumstances, from the date upon which the Authorised Officer accepts a recommendation that there is a need to transfer a Service User to another Care Home following the declaration of a professional judgement of the Council or CCG, whether independently reached or arrived at following the request for a Review Meeting from the Provider;
 - 46.4.3. twelve [12] weeks notice in writing from the Commissioners or the Provider.
 - 46.4.4. any period of notice to terminate an Individual Placement Agreement pursuant to Clause 45.2.2 or Clause 45.2.10. or similar.
 - 46.4.5. upon the expiry of any Temporary Placement or Respite Placement
- 46.5. In the event of the Council determining that a Service User's needs have changed such that they can no longer be met by the Provider the Parties will seek to negotiate a solution that will best serve the needs and choice of the Service User. In circumstances where, for whatever reason, the Service User cannot continue to remain at the Care Home the Parties will facilitate the Service User move to an alternative provider.

- 46.6. In any event the Commissioners may terminate an Individual Service Agreement immediately in an emergency situation or other unplanned scenarios where it is not in the Service User's best interests to remain in receipt of the Services provided by the Provider.
- 46.7. Upon the death, or permanent absence of a Service User the Provider shall return to the CCG all such equipment as the CCG had supplied to the Provider for the benefit of the Service User and/or in respect of the Service User's Nursing Care Needs.
- 46.8. Upon the death, or permanent absence of a Service User the Provider shall return to the Council all such equipment as the Council had supplied to the Provider for the benefit of the Service User.

47. TERMINATION OF THE PRE PLACEMENT AGREEMENT

- 47.1. The Commissioners may at any time by giving notice in writing terminate this Agreement with immediate effect, as from the date of service of such notice where:
 - 47.1.1. the Provider is in Fundamental Breach;
 - 47.1.2. the Provider is in Serious Default;
- 47.2. The Commissioners shall recover from the Provider any Losses resulting from termination under Clause 47.1.
- 47.3. The Commissioners may at any time by giving notice in writing terminate this Agreement:
 - 47.3.1. upon the date set out in the notice where the Provider notifies the Council that the Care Home is to permanently close;
 - 47.3.2. upon the expiry of any period of notice to terminate this Agreement as set out further to Clause 45.2.2.2 or Clause 45.2.10.2 or similar.
- 47.4. Without prejudice to any other provision of Clauses 47 any Party shall have the right to terminate this Agreement at any time by giving not less than twelve 12 weeks notice in writing to the other Parties which period of notice may be extended at any time before its expiry upon the agreement in writing of the other Parties.
- 47.5. The CCG may withdraw from this agreement upon the expiry of twelve [12] weeks written notice in the event of any statutory enactment, regulation, order or direction by the Secretary of State which at law precludes the CCG from making the RNCC payments to the Provider whether as a result of the withdrawal of the RNCC or for any other reason.
- 47.6. In the event of this Agreement being terminated in accordance with Clauses 46 or 47 during any notice period all Parties shall ensure that the interests of the Service Users are met. During any such notice period:

- 47.6.1. should the Council decide with the agreement of the Service User and their family or representatives to facilitate uptake of a place at an alternative care service the Service User shall leave the Care Home at whatever time is in their best interests and if needs be with immediate effect;
- 47.6.2. the date at which the last Service User for which the Parties have an Individual Placement Agreement leaves the Care Home shall be the date that the Pre-Placement Agreement is deemed to have terminated and any remaining notice periods will be waived;
- 47.6.3. in the event of this Agreement being terminated the Commissioners obligations under Clauses 20 (Purchasing Arrangements) Clause 21 (Fees) and Clause 23 (Payment) will cease and the Provider shall repay to the Commissioner all if any of the payment already received.

48. CONSEQUENCES OF TERMINATION

- 48.1. Termination or expiry of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any Party.
- 48.2. At the end of the Term (howsoever arising) the Provider shall provide, without charge, assistance to the Council and any replacement care provider appointed by the Council to deliver the Services so as to ensure an effective handover.
- 48.3. In the event of the termination under Clauses 46 or 47 the Commissioners shall be entitled to copies of all records relating to the Service unless prohibited by law, and the Commissioners shall be at liberty to use the same in their absolute discretion.
- 48.4. In the event of the termination of this Agreement by the provisions of this Clause 48 and Clauses 1 (Definitions and Interpretations), 24 (Recovery of Sums Due), 26 (Prevention of Bribery & Payments of Commission), 35 (Confidentiality), 43 (Indemnity and Insurance), and 52 (Law and Jurisdiction) shall survive.

49. FORCE MAJEURE

- 49.1. Neither Party shall be liable for any failure or delay in performance of this Agreement due to any 'Act of God', riots, war, acts of terrorism , , fire, flood, drought, tempest or other event beyond the reasonable control of any Party.
- 49.2. For the avoidance of doubt disruption related to strike or other industrial relations matters or labour disputes shall not constitute a force majeure.

50. QUALITY AND CONTRACT MONITORING

- 50.1. The Provider shall co-operate with the Council in evaluating the effectiveness of the Service with respect to the requirements of this Agreement.

- 50.2. The Provider shall comply with the monitoring arrangements set out in Schedule 4 (Monitoring & Evaluation) or as otherwise set out by the Council during the Term of this Agreement.
- 50.3. The Provider shall and procure that it's Staff shall give the Authorised Officer, the Care Manager and the Nursing Assessor or their deputies or other designated Staff member on demand access to any Service User.
- 50.4. The Provider shall at any time during the Term of this Agreement allow the Authorised Officer, their deputy or other designated Staff member, access, with or without notice, for the purposes of evaluating performance, to:
 - 50.4.1. the Care Home for the purpose of monitoring, inspecting and witnessing the provision of the Services;
 - 50.4.2. any personnel or agents of the Provider for the purpose of interviewing such persons in connection with the provision of the Services;
 - 50.4.3. all records, including financial, relating to the provision of services under this Agreement held by the Provider for the purpose of assessing how the Provider is carrying out it's obligations under this Agreement and the safety and welfare of the Service Users;
 - 50.4.4. all records and names of Service Users relating to the provision of the Services under this Agreement held by the Provider pursuant to Section 26 National Assistance Act 1948 provided that such access shall first have been approved by the Service User in question.
- 50.5. The Provider acknowledges that the Council shall, on an annual basis, undertake a review to consider the quality of the provision of the Services against any and all information that is provided by, or requested from, the Provider pursuant to this Agreement and which may, at the discretion of the Council include a meeting between the Council and the Provider. In all respects the Provider shall engage with such a review.
- 50.6. The Authorised Officer or their representative shall from time to time arrange visits to monitor, and where necessary address issues of, contract compliance. Such visits may be conducted with or without notice and the Provider shall in all respects engage with contract compliance activity.
- 50.7. The Provider shall co-operate fully with Local Healthwatch, and any statutory successor, including but not limited to the provision of information, using the same timescales as those set out for Freedom of Information requests and providing access to the Service under the Local Involvement Networks (Duty of Service Providers to Allow Entry) Regulations 2008, which provides LINKs with the powers to enter and view services, or any similar Regulations made in relation to Local Healthwatch powers under the Health and Social Care Act 2012, except where exemptions apply.

51. INFORMATION PROVISION AND EXCHANGE

- 51.1. The Provider shall compile and maintain such information as may reasonably be required by the Council in relation to provision of the Services, and to ensure compliance to this Agreement which may include quality and performance indicator information to be provided in such form as the Council from time to time directs.
- 51.2. The Provider shall inform the Council by way of e-mail to the Authorised Officer as soon as reasonably practicable and in any event within twenty-four [24] hours of the incidence or occurrence of any matter that the Provider is required to report to CQC as set out in the Essential Standards of Quality and Safety as a reporting requirement whether or not it relates to a Service User:
 - 1 abuse or allegations of abuse;
 - 2 serious injuries;
 - 3 applications to deprive a person of their liberty;
 - 4 events that prevent or threaten to prevent the registered person from carrying out an activity safely and to an appropriate standard;
 - 5 deaths of people in their services;
 - 6 incidents reported to or investigated by the police; and
 - 7 unauthorised absences.
- 51.3. The Provider must also notify the Council within twenty-four [24] hours of information being received of the following:
 - 51.3.1. as a result of any misconduct or mismanagement on the Provider's part a Regulatory Body or other Statutory Agency e.g. another placing authority directs an inquiry into or makes an order of any kind in relation to the Provider;
 - 51.3.2. or any registration which the Provider must maintain in order to provide any of the Services is withdrawn or cancelled or is threatened to be withdrawn or cancelled;
 - 51.3.3. an absence of a Service User pursuant to Clause 23.2.
- 51.4. Subject to the provisions of Clause 34 (Protection of Personal Data) and Clause 35 (Confidentiality), the Provider shall facilitate the electronic exchange, between the Parties, of any or all data, information, files, records, documents and the like, in relation to provision of Services under this Agreement.
- 51.5. The Provider shall refer all concerns or findings as appropriate to the Independent Safeguarding Authority or the Nursing and Midwifery Council.

PART 9 DISPUTE AND LAW

52. LAW AND JURISDICTION

- 52.1. This Agreement shall be considered as a contract made in England and according to English Law and, subject to this Clause 52 shall be subject to the exclusive jurisdiction of the English Courts to which both Parties hereby submit.
- 52.2. This Agreement is binding on the Council and its successors and assignees and the Provider and the Provider's successors and permitted assignees.

53. LEGISLATIVE CHANGE

- 53.1. The Provider shall bear the cost of complying with all such statutes, enactments, orders, regulations or other similar instruments as are referenced in this Agreement and any amendments thereto except that where any such amendment necessitates a change to a Service and provided that such amendment could not have reasonably been foreseen by the Provider at the date hereof the Parties shall enter good faith negotiations to make such adjustments to the charges as may be necessary to compensate the Provider for such additional costs as are both reasonably and necessarily incurred by the Provider in accommodating such amendments.

54. DISPUTE RESOLUTION

- 54.1. If there is a dispute between the Parties arising out of or in connection with the interpretation or operation of this Agreement or the performance of the Services by the Provider or any failure by the Parties to agree any matter to be agreed as referred to in this Agreement then any Party may notify the other that it wishes the dispute to be referred to a meeting of each Party's representative, to take place within 14 days of the dispute being referred. The contact persons for the purpose of this Clause are the relevant Authorised Officer and the Provider's Representative as defined in Clause 6 and Clause 7 respectively.
- 54.2. Any dispute arising between the Commissioners and the Provider that cannot be resolved using Clause 54.1 shall be dealt with by the Parties in accordance with the following procedure:
- 54.2.1. if unresolved the dispute shall be referred to a meeting of the Head of Individual Commissioning (or officer of the Council of equivalent standing), and the local manager for the Provider. The local manager for the Provider shall be the manager senior to, and responsible for the Provider's Representative;
- 54.2.2. if the dispute remains unresolved it shall be referred to a meeting of the Director of Adults Services (or such other senior officer of the Council as specified by the Director) and the regional director of the Provider to resolve the dispute. The regional director for the Provider shall be the manager senior to, and responsible for the local manager for the Provider.
- 54.3. If the dispute continues to remain unresolved any Party may notify the other that it wishes to attempt to settle the dispute by mediation, in accordance with the Centre



for Effective Dispute Resolution (CEDR) Model Mediation Procedure 2001 or such later edition as may be in use.

- 54.4. Unless agreed otherwise in the course of the procedure each Party shall bear its own costs of the CEDR.
- 54.5. If and to the extent that after engaging in good faith in the CEDR the Parties do not resolve the matters in dispute, all matters remaining in dispute shall be referred to the Courts.
- 54.6. In the event that the process of the CEDR does not succeed in finding a resolution to the dispute within a period of 56 days, or such other time as the Parties may agree, any Party may take such action as is available to it under this Agreement or generally at law.
- 54.7. The use of the Dispute Resolution procedures set out in this Clause 54 shall not delay or take precedence over the provisions for termination and suspension set out in Clauses 45 (Default and Suspension) and Clause 47 (Termination of the Pre-Placement Agreement).

55. OUT OF BOROUGH PROVIDERS

- 55.1. A Provider located out of the Borough of Cheshire East shall be exempt from the requirements of 18.1 and any other provisions as set out in any Individual Placement Agreement.
- 55.2. The Parties acknowledge that Providers situated in Wales are regulated by the Care and Social Services Inspectorate Wales ("CCSIW") rather than CQC and those references within this Agreement to CQC shall be positively and purposively interpreted with reference to any corollary or similar power, requirement etc, of CCSIW.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL OF)

CHESHIRE EAST BOROUGH COUNCIL

)

was hereunto affixed in the

presence of)

.....
Borough Solicitor/ Authorised
Signatory

THE COMMON SEAL OF)

**CENTRAL AND EASTERN CHESHIRE
NHS PRIMARY CARE TRUST**)

was hereunto affixed in the

presence of)

.....
Authorised Signatory

Signed as a deed by **[INSERT
COMPANY NAME]** acting by a director
in the presence of a witness:

.....
SIGNATURE OF DIRECTOR
SIGNATURE OF WITNESS

.....
PRINTED NAME OF DIRECTOR

.....

.....

PRINTED NAME, ADDRESS AND
OCCUPATION OF WITNESS

APPENDICES

Schedule 1: Care and Service Specification

Schedule 2: Fees and Finances

Schedule 3: Transferring Contracts

Schedule 4: Monitoring and Evaluation

Schedule 1: Care and Service Specification

Provision of Personal Care and Accommodation for Adults Aged 18 and Over in a Care Home or Care Home with Nursing

1. Scope of Services

1.1 As well as adhering to the standards set out in this specification, Care Homes and Care Homes with Nursing will comply with all legislative requirements, Statutory Guidance and National Policy including, but not limited to

- The Health and Social Care Act 2008
- The Mental Health Act 1983
- The Mental Health Act 2007
- The Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards
- Registration with the Care Quality Commission
- Essential Standards of Quality and Safety 2010
- Dignity in Care (2010)
- The Health and Social Care Act 2008 (Registration of Regulated Activities) Regulations 2009
- Equality Act 2010
- Essence of Care 2010
- Reducing Health Care Associated Infections (HCAI): Code of practice for the Prevention and Control of Health Care Associated Infections (DH 2010)
- End of Life Care Strategy (2008)
- Gender Recognition Act (2004)
- Freedom of Information Act
- Human Rights Act 1998
- Health and Safety at Work Legislation
- Employment Act 2008
- Data protection Act 2008

- 1.2** This specification details the range of standards to which the provider shall necessarily comply with in delivering the Services throughout this Agreement
- 1.3** The inclusion or exclusion of any standards already referenced elsewhere within this Agreement shall not be interpreted as a diminishing of their importance
- 1.4** The purpose of the Services described in this specification are to meet the assessed needs of Service Users and to enable them to live a life where they feel supported and cared for, whilst being enabled to exercise control of their own lives.
- 1.5** The standards contained in this specification are the minimum required but the Provider will make best endeavours to continuously improve the services it provides to further promote the well-being, independence and safety of Service Users
- 1.6** The Services will be delivered from the Care Home which is registered with the CQC.
- 1.7** The Provider will only deliver the Services for the care categories for which it is registered with the regulator to deliver.
- 1.8** The Provider will deliver the Services in a person-centred, needs-led manner, using a holistic approach including having regard to emotional, mental and physical health, social, personal, nutritional and cultural needs.
- 1.9** Individuality, dignity and potential risk to independence should always be an overarching consideration when planning the delivery of the Services.
- 1.10** The Provider will endeavour to ensure that services will be personalised to ensure that Service Users have choice and input in the time and the manner in which Services are delivered to them
- 1.11** The Provider will provide a suitable and safe environment that meets the needs of the Service User
- 1.12** The Provider will ensure that the nutritional needs and preferences of the Service User are met
- 1.13** The Provider will support the Service User to live as healthily and independently as possible irrespective of their condition
- 1.14** The Provider will meet all identified needs contained in the Service User's Care Plan
- 1.15** The Provider will deliver evidence based care

2 Criteria Included in this Specification

- 2.1** Under the Health and Social Care Act 2008, Homes for which registration as Care Homes is required must comply with the Essential Standards of Quality and Safety as published by the Secretary of State for Health or the Minister for Health and Social Services of the Welsh Assembly as appropriate.
- 2.2** Cheshire East Council will expect that all Providers and their Staff delivering Services under this contract are fully aware of the content of the Essential Standards of Quality and Safety and will provide Services that are compliant with these standards and relevant to the services that the Care Home is registered to provide.
- 2.3** The provision of both accommodation and personal care in Care Homes and Care Homes with Nursing is expected to include, where required, assistance with bathing, eating, mobility, dressing, using the toilet, administration of medicines and any other necessary personal care support which may reasonably be required to meet the Service Users individual care needs.
- 2.4** The provider will deliver these outcomes in a personalised, person centred, outcome focussed way that fully involves the input of the Service User.
- 2.5** Where Service Users are not able to express how their care should be delivered, Officers representing Cheshire East Council in conjunction with an appropriate person representing the Service User (such as a relative or advocate) in conjunction with the Service Provider, will make the final decision as to how the care will be delivered.

3 Excluded Criteria

This specification will not include

- 3.1** Provision or procurement of goods or services for the Service User considered to be private or personal in nature and not considered to be an essential element of care being commissioned by the Commissioners.
- 3.2** Escorts to accompany Service Users when Service user need to go off site. The Provider will reference its policy on escorting Service Users in their Service User Guide, Statement of Purpose or other equivalent document.
- 3.3** Private holidays/private outings including associated expenses such as escorts

3.4 Provision for any person under the age of 18

4 Access to Statutory and Supplementary Services

4.1 The Provider shall have a process in place to maintain effective links with local NHS Community Services

4.2 The Provider is responsible for ensuring that the Service User's needs for accessing healthcare services, including primary healthcare, are identified and that access to services (including where relevant, referrals) are arranged in a timely manner.

4.3 The successful delivery of the Services will include the ability of the Provider to coordinate access for the Service User to all relevant services as may be required in accordance with individual need including but not limited to

- Hospital Discharge Liaison Team
- General Practitioners and Out of Hours Service
- Allied Health professionals such as Physiotherapists, speech and language therapists, occupational therapists, podiatrists and dieticians
- Social Care
- Services provided by the 'Third Sector'
- Ambulance – patient transport services
- Mental Health Services
- NHS Community Services
- Specialist Palliative care Services, including for example, Macmillan Nurses
- Dental Services
- Infection Prevention teams and Health protection Agency
- Community Pharmacy Services
- Any other deemed applicable by the Care Manager

- 4.4** The Provider shall advise the Commissioners at any point that it appears that the Service User may require an advocacy service or an independent mental capacity advocate (“IMCA”) and shall provide all reasonable assistance and cooperation to the advocacy service or IMCA appointed in respect of the Service user including access to all information held in regard to the Service User and access to the service user at all times

5 Service Delivery

When delivering the Services to the Service User, the Provider will adhere to the following principles of service delivery

5.1 Respect for Capacity

The Service User is to be treated as able to make his own decisions. A Service User’s capacity to make a decision will be established at the time that a decision needs to be made in line with the definition of capacity set out in the Mental Capacity Act 2005

5.2 Equality of Opportunity

The service will be organised and provided in a way which does not discriminate against the service user and staff in respect of age, gender, disability, sexuality, culture, language, religion or age.

5.3 Individuality

The Service User will be recognised and respected as an individual person.

5.4 Rights

The maintenance of all entitlements associated with UK citizenship (subject to any authorised deprivation of liberty safeguards 2008 and Mental Health Act 1983)

5.5 Choice and Control

The opportunity to select independently from a range of personalised options.

5.6 Independence

The opportunity to act and think without reference to another person, including willingness to incur an acceptable degree of risk

5.7 Fulfilment

The realisation of reasonable personal aspirations and abilities in all aspects of daily life

5.8 Privacy

The right of the Service User to be left alone undisturbed and free from intrusion of public attention into their affairs providing that this does not conflict with any identified mental health need

5.9 Dignity

Recognition of the intrinsic value of the Service User, regardless of circumstances, by recognising their uniqueness and their personal needs and treating them with respect, in line with Department of Health guidance including "Dignity in Care" and "End of Life"

5.10 Confidentiality

The sharing of any and all kinds of information concerning a Service User will always be consistent with the principles of consent and data protection as well as choice and privacy

5.11 Protection

The Service User shall be protected from risk of harm that arises from abuse or neglect

5.12 Service User Engagement

The Provider actively engages with the Service User so that they are consistently contributing, where possible and where considered important by the Service User, to the structuring and delivery of their care

5.13 Person Centred Care

The Service Users goals, targets and objectives should remain the focus of care at all times

5.14 Cultural Awareness

The Provider ensures that the religious, cultural and spiritual needs and wishes of the Service User are identified, respected and wherever possible, met.

6 Care Planning and Record Keeping

6.1 Prior to routine admission to the Care Home or Care Home with Nursing the Service Provider must ensure that a full assessment of the individual Service Users needs has been undertaken and an appropriate Care Plan has been put in place that accurately reflects how the Provider will deliver services to meet the needs of the Service User.

6.2 The Provider shall maintain on an on-going basis this Care Plan which details, in English, all the care provided to the Service User in accordance with and to evidence delivery of the Service Users support needs. The Care Plan shall reference and take into account all relevant outcomes in the 'Essential Standards of Quality & Safety' published by the CQC. The Care Plan shall be standardised and include, but not be limited to

6.2.1 Person Centred Biography

6.2.2 Medical History (including any prescribed medication)

6.2.3 Dates and times when care is provided

6.2.4 Type and frequencies of care provided (including records of visits by professionals)

6.2.5 Observations which may be relevant to care needs (including nursing care)

6.2.6 Risk Assessments

6.2.7 Protocols relevant to care

6.2.8 Relevant medical diagnoses which may affect the delivery of care e.g. allergies, intolerances to certain foods etc.

6.2.9 Any actions to be taken, timescales for actions to be performed and the names of those persons to undertake the actions

6.2.10 Names, designations and signatures of the staff writing and updating the Care Plan

6.3 The Care Plan should ensure that

6.3.1 The Service User or representative perception of their support needs and preferred models of care will be at the centre of the care planning process

6.3.2 The Service User or representative is fully supported and encouraged to participate in an informed decision making process and to be involved in their personal care planning

6.3.3 Information provided by Health and Social Care professionals is considered and reflected as appropriate

6.4 The Provider shall ensure that senior management Staff undertake regular and routine audits of the standard of documentation maintained and recorded in Care Plans. These audits will be made available to the Commissioners upon request.

6.5 The Provider shall maintain records relevant to the provision of the Services it provides that will include, but not be limited to,

6.5.1 Care needs of the Service User

6.5.2 Risk Assessments, incidents and accidents

6.5.3 Monies and valuables of the Service User

6.5.4 Medicines Management including

- A central register of prescribed drugs and medicines
- A medication profiles for each Service User
- Medication administered per Service User (except for self-administers)
- Medicines that the Service User stores and self administers (following a risk assessment)
- Medication errors and near misses

6.5.5 A controlled drugs register for recording

- The receipt, administration and disposal of controlled drugs
- The balance remaining for each product

- 6.5.6** Computerised records where used, should comply with guidelines from the registering authority
- 6.5.7** Activities organised by the provider and undertaken by the Service User
- 6.5.8** Visitor log (including all social care/health professionals)
- 6.5.9** Complaints received including the nature of each complaint and action taken by the Provider in response
- 6.5.10** Name and contact details of next of kin/advocate and/or legal representative
- 6.6** At the request of the Commissioner, the Provider shall provide within 3 working days, copies of any of the above records and any other records or information held relating to the provision of the Services. Where the Commissioner requires the above records due to a Safeguarding issue, the provider will share these documents with the Commissioner immediately.
- 6.7** The provider shall ensure that the above requirements at all times comply with the law and all relevant legislation.
- 6.8** The Provider shall have policies in place as required to comply with all relevant legislation, guidance, registration requirements and as may be required by the Commissioner
- 6.9** Policies will be regularly reviewed by a member of the providers Senior Management Team to ensure they remain up to date and relevant
- 6.10** All policies shall include their date of issue and planned review date
- 6.11** The Provider shall ensure that all staff are made aware of all policies relevant to their individual role, receive appropriate training in connection with these policies and that this training is evidenced in the delivery of care.
- 6.12** The Provider shall ensure that the Service User, or representative, is made aware of, has access to and understands all relevant policies and procedures.
- 6.13** The Provider will maintain an accurate and up to-date list of all Service Users residing in the Care Home including privately funded service users and Services Users funded by other Local Authorities and be ready to share this list with the Commissioners on request

7 Referrals

- 7.1** The Provider will only consider accepting Service Users who have assessed needs that can be met by the Provider for the services it is registered with the regulator to deliver.
- 7.2** The Provider will undertake an assessment of any prospective Service User at the request of the Commissioners.
- 7.3** Where the Provider is able to care for a Service User and it is identified that the Service User will receive care at the Providers premises, the Provider will confirm to the Commissioners its ability to meet the needs of the Service User and create a provisional Care Plan for the Service User in accordance with the following timescales
 - 7.3.1** For individuals within the 'end of life' category: within 24 hours of referral
 - 7.3.2** For all other individuals: within 72 hours of referral
- 7.4** For individuals within the 'End of Life' Care Category, the Provider shall take all reasonable steps to make arrangements to commence delivery of the Services within 12 hours of the decision to deliver the Services made by the Commissioner and notified to the Provider.
- 7.5** For all placements made with the Providers that are funded by the Commissioner(s), an Individual Placement Agreement will be completed by the Parties.
- 7.6** Following completion of the Individual Placement Agreement and where the Service User is not already resident within the Provider's premises, the Provider will make reasonable arrangements to transfer the Service User to the premises.
- 7.7** The Provider will ensure that a named worker is assigned to the Service User immediately upon admission.
- 7.8** The Provider will forward written notification to the Service User's GP with details of the new care arrangement for the Service User within 24 hours of their admission.

8 Public/Client Relations and Engagement

- 8.1** The provider will undertake a satisfaction survey amongst Service Users (or appropriate representative) at least every twelve months in regard to the provision of care.

- 8.2** Results of the survey will be made available to the Commissioners including details of actions that the Provider plans to take in light of the survey results and when such actions will be taken.
- 8.3** The Provider shall ensure that family relations and friends of the Service User are made to feel welcome when making contact with the Service User and that visiting times remain flexible in keeping with the consent of the Service User to maximise accessibility to the Service User.
- 8.4** The Provider shall ensure that the Service Users representative is involved and consulted appropriately in the planning of the care of the Service user in keeping with the consent and preferences of the Service User.
- 8.5** Where a Service User requests, or is agreeable to receive information regarding self management of their care requirements in order to maintain their health and wellbeing, the Provider shall make arrangements for the Service User to access either the appropriate NHS service (for example, Community Matron or Community Nurse) or Local Authority Service.
- 8.6** The Provider shall ensure that information intended for the Service User is delivered in a variety of formats to the needs, ability and capacity of the Service User.
- 9 Information Prior to Admission**
 - 9.1** The Provider will ensure that the following is made available to prospective users of the Services and their representatives prior to admission to the Care Home
 - 9.1.1** Service User Guide: The Provider shall ensure that the Service User receives a copy of the Service User Guide and this is maintained with up to date and accurate information including (but not limited to) key policies and/or procedures such as smoking, visiting arrangements, prevention and control of infection, complaints etc
 - 9.1.2** A copy of the latest Quality Risk Profile for the Care Home

Annex A: Individual Placement Agreement

Schedule 2: Fees and Finances

1 Introduction

1.1 This schedule sets out the details relating to the Council's Standard Fees and how these relate to the payments made to Care Homes. Payments made to Care Homes by the Council will be:

- 1.1.1** in accordance with the provisions set out of in Part Three [3] Fees and Payment of the terms and conditions of this Agreement;
- 1.1.2** in relation of the Services within Schedule 1 to this Agreement;
- 1.1.3** for the Service Users for whom the Provider has Individual Placement Agreements or that are set out in Schedule 3 Transferring Contracts with the Council.

2 Contract Price

2.1 The Council's Standard Fee for the Services are

Residential	£376.73
Residential with Dementia	£467.10
Nursing	£433.07
Nursing with Dementia	£467.10

2.2 In the event that a Service User has assessed need(s) beyond the scope of the Care Services Specification the Council acting through the Care Manager may at its absolute discretion agree the placement of a Service User at rate above the Standard Fee. The difference in the rate agreed and the Standard Fee shall be referred to as the **"Supplementary Fee"**.

2.3 Each Individual Placement Agreement shall record the value of:

- 2.3.1** the Standard Fee;
- 2.3.2** the RNCC at the prevailing rate if applicable; and
- 2.3.3** any Supplementary Fee.

3 Payment Changes

3.1 As outlined in Clause 23.6 the Council anticipates two changes being necessitated during the Term of the Contract:

3.1.1 Net Payments and

3.1.2 Payment by Remittance

3.2 The Council shall provide three [3] months written notice to the Provider in advance of change pursuant to Clause 23.6.

3.3 The implementation of change pursuant to Clause 23.6 may necessitate an amendment to this Schedule 2, which the Council shall be entitled to introduce subject to ten [10] Days written notice to the Provider.

3.4 Net Payments

3.4.1 A transition to Net Payments shall mean that the Council will pay the Provider the Standard Fee minus any Assessed Service User Contribution.

3.4.2 The Provider shall be provided by the Council with the information necessary to collect the Assessed Service User Contribution directly from the Service User.

3.5 Payment by Remittance

3.5.1 The Council anticipates that a transition to Payment by Remittance shall result in the Council on a four [4] weekly cycle producing a schedule of Service Users placed with the Provider for the preceding four [4] weeks and the associated charges for each Service User.

3.5.2 Thereafter the Provider shall be required to verify the schedule referred to at 3.4.1 above and notify the Council within five [5] Days of the accuracy or any amendments, changes or corrections to the schedule.

3.5.3 Once the Provider has confirmed the schedule or provided any necessary amendments, changes or corrections the Council shall process the payment.

3.5.4 The Council shall resolve any overpayment in accordance with the provisions of this Agreement.

Schedule 3: Transferring Contracts

Contents

- 1 List of those Service Users and their associated contracts that shall transfer in accordance with Clause 5 of this Agreement

Schedule 4: Monitoring and Evaluation

1 Principles

All providers will be expected to deliver care to service users in line with CQC 'Essential Standards of Quality & Safety' and any other recognised regulations or guidance to ensure quality, value for money and continuous improvement. Each provider will be monitored in line with the following outcomes which The Council and the CCGs see as integral to quality service delivery.

- A Respecting and involving people who use the service**
- B Consent to care and treatment**
- C Care and welfare**
- D Nutritional needs**
- E Cooperating with others**
- F Safeguarding**
- G Cleanliness and infection control**
- H Management of medicines**
- I Safety and suitability of premises**
- J Safety and suitability of equipment**
- K Staffing**
- L Assessing and monitoring of complaints**
- M Record keeping**

2 Process

- A)** Following any contract monitoring visit where improvements have been identified, an improvement action plan will be implemented by the provider that sets out how improvements will be made. This action plan will be approved by The Council before being implemented. The action plan will define a timescale for these improvements to be implemented.
- B)** The Council reserves the right to undertake specific reviews/monitoring of any care package/placement at any time during a year.



3 Proactive Monitoring

Each provider will receive contract monitoring visits and may be asked to provide documentation for monitoring purposes. The Provider may also expect to receive announced or unannounced visits from officers of the Council and CCGs as well as mystery shopping.

4 Reactive Monitoring

Officers from The Council or CCGs' Quality Monitoring Team or Contracts & Commissioning Team will undertake reactive monitoring of Care Homes where any issues have been raised from any stakeholder. These issues may include safeguarding incidents, formal complaints, notification from CQC of non-adherence to the Essential Standards of Quality & Safety, issues identified following annual reviews of service users and any other issues, however identified, which The Council, in its best judgement, feel necessary to investigate.

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Review of fees paid to providers of care services by Cheshire East Council: report from Red Quadrant to care providers

February 2013

Version 0.4

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Introduction

In June 2012 Cheshire East Council (CEC) competitively tendered to appoint a suitably qualified consultant to undertake an independent assessment of adult services business planning and policy proposals and a review of social care fees. This included an independent assessment of the prices paid by Cheshire East Council (CEC) to external providers for the delivery of care services to ensure that these were both appropriate and sustainable. The services specified for inclusion in the review were home care, direct payments, and residential and nursing care services.

Red Quadrant successfully bid for this work and we were appointed to examine the costs incurred by providers when supporting CEC funded service users and to compare these findings against the rates that CEC pay to determine whether CEC rates were reasonable. As part of this process we consulted with providers by means of a series of workshops: this consultation looked at both fee levels and CEC's overall level of expenditure: the outcome of the consultation exercise was reported back to providers in September 2012 and is attached as Appendix one in this report.

This report summarises our findings for care providers. The recommendations from this report will be used by CEC to inform the setting of fees for 2013/14.

Home Care Fees

Current position and approach taken

CEC pays two rates for individually commissioned homecare hours based on an urban/rural split.

In order to provide a relevant comparison of homecare fees against those used by CEC, all of the councils within CEC's CIPFA "family" were contacted. These Authorities are those considered closest to CEC by the Chartered Institute of Public Finance and Accountancy (CIPFA) based on economic, demographic and other factors. These fifteen authorities are (in descending order of 'near-ness'):

- | | |
|--|--------------------------------|
| 1. Cheshire West and Chester | 9. Central Bedfordshire |
| 2. Gloucestershire | 10. Shropshire |
| 3. Worcestershire | 11. Somerset |
| 4. Warwickshire | 12. North Yorkshire |
| 5. Bath & North East Somerset | 13. Leicestershire |
| 6. Wiltshire | 14. North Somerset |
| 7. Oxfordshire | 15. York |
| 8. Cambridgeshire | |

Of the fifteen other councils, a total of eleven councils responded (marked in bold above), which provided enough responses in order to gain a fair comparison. We also did an exercise building costs per typical hour of care, based on local salaries paid.

Key findings from this exercise were:

1. **Urban/rural split**

Currently, eight of the eleven councils have an urban/rural split, with one also having a semi-rural category. The councils which do not have such a split included York, which is primarily an urban authority, and Cheshire West and Chester, which is substantially more urban than CEC. The third Council was Cambridgeshire

In most cases the split is based on provider-supplied prices, usually through a tendering process who submitted their fees based on the rural location of its client base. Therefore there may be more than one fee in place for both the rural and urban category.

Therefore CEC is consistent with comparator Authorities in having differential rates. The fact that the nine other Authorities reached this conclusion through a tendering process strongly supports the assumption behind differential rates (i.e. that differential rates are justified because of differing urban/rural costs)

2. Fees

The headline finding from this exercise is that CEC has the lowest hourly rate in both rural and urban categories. The fees excluding Cheshire East range between £11.75 and £24.72, though the majority of the higher fees paid by other councils are within the £16-£17 range.

However this does not reflect the reality of what providers get paid as CEC does pay substantially more than other comparator authorities for time periods of less than an hour. Most Councils pay for time periods of less than an hour on, broadly speaking, a pro rata basis. However CEC (along with Central Bedfordshire) pays at a rate which is not a straight pro-rata of the hour. The effect of this is that for periods of care of up to 30 minutes CEC pays more than the average in urban areas; for the same time periods in rural areas it pays just below average (6%) to nearly 25% above the average

The effect of this discrepancy is that the 'blended'¹ rate paid by CEC is c£16 per hour for rural areas. This is broadly comparable to the average rural hourly rate of £16.41 amongst comparators.

3. Fee setting

All of the Councils were asked if they knew the basis of the fee calculation and, in particular the urban/rural split. In most cases the majority of fees were submitted by the providers through a tender processing, with the odd exception whereby the fees had simply being inflated over a number of years. Councils generally stated that the tender process fee was assessed on the basis of affordability to the Council, rather than a formulated 'bottom up costing' approach.

4. Payment time periods

Whilst the majority of the councils contract in 15 minute time blocks, two Councils do contract on actual minutes, and one on 20 minutes blocks.

5. "Bottom-up" calculation

We also looked at the cost of an average hour of care based on local market factors. We used as the basis a figure of £6.56 per hour to employ a care worker which we sourced from www.payscale.com – a website that provides local price comparisons. This figure is lower than the average figure we calculated from care jobs available in www.totaljobs.com but is higher than the minimum wage (£6.18 per hour from 01/10/12).

We then applied assumptions about costs of National Insurance, stakeholder pensions, management, profit margin, travel time, anti-social hours and petrol costs. Based on these assumptions we derived an urban hourly rate of £12.28 (cf £11.22 currently paid) and £13.81 in rural areas (cf £12.55 currently paid).

However although the hourly rates thus calculated are higher than CEC currently pay a somewhat different pattern began to emerge when looking at payments for 15 minute blocks. Our calculations for 15 minute blocks took account of the non-productive time in each scenario. The average urban rates paid produced by this calculation were lower than the 15 minute, 30 minute and 45 minute rates currently paid by CEC with the average difference being 8% However, they were higher in the

¹ ie the average rate paid per hour to providers based on all packages

rural calculation for all categories by an average of 9%. In other words *on the basis of this approach* CEC were paying a little bit more than was merited in urban areas and a little bit less than was merited in rural areas. Any such exercise is very sensitive to the assumptions used so perhaps all that can be said is that CEC payment levels are not hugely out-of-kilter with local wage levels for care workers.

Direct Payments

Only four councils were able to provide their directly hourly fee. Of those that did the range was between £8.56 and £12.78 per hour, with Cheshire West being the highest fee, followed by CEC.

We also used the bottom up calculation to review Direct Payments. We did this by using the same methodology and calculations but excluding management costs. This gave an hourly rate within 15p of the current rate although it gave somewhat lower 15 minute, 30 minute and 45 minute rates than currently charged.

Other Fees

Only three councils were able to provide fees for Night Sitting (Sleeping & Waking), with these ranging between £66-£89 for sleeping, and £91-£165 for waking. For two of these councils the fees varied by provider, with the remaining one having three set fees for urban/semi-rural/rural. Those that could not provide fees stated that the figures were generally negotiated at the time.

The response in relation to unsocial hours varied, with some incorporating them within the hourly rate and others have a separate rate, generally following negotiation. There also appeared to be some ad hoc negotiation for bank holidays.

For the bottom up calculation we calculated waking nights on the same basis as the urban hourly rate less the unproductive time. This gave a figure of £122.81 somewhat higher than the £85.06 rate currently paid by CEC

For the bottom up calculation we calculated the sleep-in rate by using NJC sleep-in payscales from 2010/11 and adding inflation, on-costs, management costs and time out allowance to give a figure of £58.84 somewhat lower than the £66.90 currently paid by CEC.

Residential and Nursing Home Fees

CEC pays set rates for residential and nursing home fees for older people with uplifts for clients with dementia and/or other mental health problems. Fees for residential and nursing home provision for other client groups are negotiated on an individual basis

We compared CEC out-turn figures with the CIPFA comparator group using figures from the PSSEX1 returns for 2010/11² (the most recent set of figures available at the time of the exercise). We also undertook a bottom up calculation building up care costs based on our understanding of the cost-drivers.

1. CIPFA comparator figures

Based on the PSSEX1 return net expenditure per week for residential care for older people in CEC was £379, 12% above the comparator group average. Net expenditure for residential and nursing care was £347, 6% above the comparator group average of £326. Unfortunately there are some errors in the dataset for nursing care for older people so a similar comparison is not possible

It could be argued that this comparison is thus based on out-of-date figures; however this would only hold true if all other authorities had increased all their fees by inflation in both 2011/12 and 2012/13 which we consider to be a highly unlikely scenario. Even if this were the case the comparator average would not have increased by more than 5%: thus in each of the comparisons above CEC fee levels would still be above average

These comparisons are based on 2010/11 data which was the most recent data set available. They also reflect actual costs incurred by authorities so vary a little from typical gross/net weekly charges paid by authorities (the figures thus include some additional package costs)

2. Bottom up calculation

In order to provide a detailed calculation for residential and nursing home fees, an evidence based approach was used. Models from relevant organisations were used to form the basis of the calculation. These were then adjusted to take into account factors relevant to Cheshire East.

Factors considered included:

- **Average bed base:** The model works on the assumption of 42 residential beds and 36 nursing beds per home as per the information available for homes used within the Cheshire East area. Obviously this does not take account of the higher unit cost of fixed costs on smaller homes: however the impact of this is quite modest – we calculate that there is a difference of £20-£25 in unit costs per week from a 20 bed home to a 50 bed home
- **Occupancy:** Expected occupancy levels are assumed to be 95% for the purposes of this calculation. The calculation also assumes that all bed-spaces are occupied by CEC clients

² PSSEX1 data is gathered by central government to determine comparative costs of social care services. For further information see [here](#)

- **Levels of staff in nursing homes:** Though CQC regulates the Nursing Home industry they do not provide any prescriptive formulas regarding staffing levels. The Royal College of Nursing (RCN) does offer guidance to the staffing numbers and skill mix required for a Nursing Home. This has been used as a basis for the modelling, having been adjusted to allow for the 'gold standard' element which is rarely applied in practice.
- **Levels of staff in residential care homes:** We used the model recommended by Laing & Buisson as the basis for the residential care staffing levels as there were no recommended models from the RCN.
- **Salary costs:** costs have been based on NHS Agenda for Change average pay scales which are comparable to those on payscale.com.
- **Absence from work:** A 'timeout' allowance has been applied to all care staff and domestics and catering staff, as these posts will require backfilling during absences, but not to managers and administrative staff.
- **Agency premium:** As agency staff may be required in exceptional circumstances an agency premium has been applied to nursing.
- **Other staffing:** Each nursing home is assumed to have a Manager, though the pay scale varies between residential and nursing. Both pay scales used are based on average salaries for the Cheshire area from payscale.com. Clerical support has been added in to support the Manager. The salary for this is based on minimum wage, as are the salaries for domestics and catering staff. The hours attributed to these are based on the hours as per the Regulation and Quality Improvement Authority (RQIA). Total costs are comparable to the Laing & Buisson model.
- **Non-pay costs:** The Laing & Buisson model offers a comprehensive allocation of non-pay costs. These figures have been inflated by CPI to bring them in line with 2012 costs. In our view many of these costs are very generous. However we have not amended these except for utilities and other non-staff current expenses which both have been reduced by 50%.
- **Capital costs:** The Laing & Buisson model has been used as a basis to calculate the land and property returns on capital. A 12% return on investment was applied in the original model in 2008. However for Cheshire East this has been adjusted 3% for 2012 due to the current economic climate. The land value fee has been adjusted in line with the 2012 Valuations Office report. The start-up losses element of the calculation has been removed, with a 50% capital adjustment applied to the total cost. All other factors remain the same as the 2008 model.

The outcome of this exercise is shown in the table below:

	Bottom up costs	Current fees	% difference
Residential care	£370.99	£376.73	-1.5%
Residential care (MH)	£420.97	£467.10	-9.9%
Nursing care	£436.96	£433.07	+0.9%
Nursing care (MH)	£459.62	£467.10	-1.6%

The costs thus calculated are lower than fees currently paid by CEC, with the exception of Nursing Care which has a marginal increase of 0.9%. Across the four fee categories the bottom-up costs are less than current fees by an average of 3%. Although any exercise such as this is highly subject to the assumptions used and we would argue that the bottom-up costs calculation overstates the real position for the following reasons:

1. The calculation assumes that the care home is exclusively occupied by residents paid for by CEC. Indeed the model allows for a 3% return on capital (ROC) with exclusively CEC residents.
2. No account is taken of “top-ups” for hotel costs in the model.
3. The proposed move to paying fees net from 2014/15 will give home managers better control over debt and cash-flow

Summary and Conclusions

Home Care

The evidence from this exercise is that overall CEC pays a little less than comparator authorities but is not substantially out-of-kilter with what is reasonable. Hourly rates are lower than comparators and a little below what could be expected based on local wage data (although this latter figure is very susceptible to the assumptions used for calculating various categories of expenditure). However the 15, 30 and 45 minute payment rates are higher than comparators and higher for urban services than the bottom-up figures would indicate was justified. The case for an urban/rural split also appears to be evidenced by this exercise.

Though the fees for CEC appear generally lower than the other councils, the council is one of the few that has not set their fees from a recent tender exercise. Therefore any tender exercise may result in an increase in fees. There is however the possibility that this could be offset by reductions in the fees paid for 15-45 minute blocks, though this is dependent upon activity predictions. Also, based on the feedback from York and Cheshire West, changing the payment methodology to a minute-minute basis may also reduce the effect of increasing the hourly rate.

We consider that based on these points the current rates are reasonable for 2012/13 and will continue to be for 2013/14 *provided that the current set of arrangements are maintained*. However, any change to these arrangements (e.g. moving to paying on a per-minute basis or reducing the 15-minute rate) could not be justified unless the entire pricing structure was reviewed. We recommend that CEC be prepared to listen to requests for uplifts from individual providers and to agree these where the request is shown to be justified following an open book exercise in conjunction with Red Quadrant.

Direct Payments

Direct Payment rates appear to be slightly higher than is justifiable through the bottom up exercise and available comparator data particularly of periods of less than an hour. However we consider that the current rates should be maintained but need to be reviewed in 2013/14 as part of the new pricing structure for home care

Other Fees

There is a case for reducing sleep-in rates whilst increasing waking night rates. However we would query whether this would justify the effort that would be entailed.

Residential and Nursing Home Fees

The CIPFA data indicates that CEC's fees are, in general, above average. The bottom-up exercise supports this assumption, indicating that on average the current fees more than cover the reasonable costs of most providers, with an average 3% difference between reasonable provider costs (derived through a bottom-up calculation of costs) and current fees being paid by CEC.

On balance we consider that the current level of fees are reasonable. These fees will continue to be reasonable for 2013/14. We recommend that fees are paid net from 2014/15 thus giving providers better control over debt and cash-flow and that CEC be prepared to listen to requests for uplifts

from individual providers and to agree these where the request is shown to be justified following an open book exercise in conjunction with Red Quadrant.

Appendix one:
Feedback on fee framework consultation events
(first circulated September 2012)

In the week of 13th August Red Quadrant undertook a number of consultation events with providers of care services to Cheshire East Council (CEC). CEC's Adult Social Care budget is overspent and there is an urgent need to reduce expenditure. The purpose of the fee framework consultation events was to seek views from providers on the issues that CEC needed to consider when doing this. Turn-out was good at all three events indicating the high level of interest in this area and we would like to thank everyone for their time and their contributions

If you require further information on this project or if you have views that you wish to be taken into account please contact Frank Curran at frank.curran@redquadrant.com

Older people Residential Care/Nursing Home providers' consultation event (13th August)

This event was attended by 22 providers. The presentation outlined the main characteristics of the local market for residential/nursing care. In summary unit prices are broadly comparable to other authorities but CEC purchases far higher number of bed-spaces than other authorities (see previously circulated powerpoint for details)

There was a wide-ranging discussion about this area and how costs could be reduced. Key points made included

- Some providers felt that more bed-spaces were funded through CHC in other authorities and thus there was possibly scope to work more with Health on ensuring that costs were allocated properly. CEC staff felt that this was worth exploring but would not solve the problem as the concern is not about which part of the public sector funds the cost but rather about looking at ways to safely reduce costs.
- Providers reported that homes business models are based on differential rates with self-funders subsidising LA funded placements. Providers reported that people disposing of assets is becoming more prevalent.
- RQ asked why there were a large number of admissions to nursing homes from hospitals? Suggested reasons included:
 - People go into hospital and relatives and people themselves realise they are struggling: however this does not explain why other authorities have lower admission rates (RQ)
 - On discharge, hospitals are saying over 80% of the time that people need nursing home rather than residential care. Homes do check when people enter home whether they need nursing care by PCT.
- RQ asked how re-ablement could be developed. Suggestions included;
 - Homes should be involved in the discharge process.
 - People should go 'home' and be reassessed from there.
 - Homes need to have the staff and equipment in the short term.
 - Could CEC put temp staff in to prevent long term package?
 - People can be reassessed but not a lot of evidence that this is happening. Joining up re-ablement & reviews would help here
- RQ asked if re-ablement should be required prior to permanent placement? Providers commented:

- This would be a lot more work as would be larger number of short-term packages although many customers would want this.
- Could have incentive payment for successful re-ablement.
- Could develop separate re-ablement centres but would mean moving people.
- Providers reported that people now being referred are in a more dependent state than previously. Residents coming in to homes older & frailer than previously (including self-funders). Average length of stay has gone down considerably. Three year average figures quoted by RQ appear too high.
- Providers asked why they could not take deferred payments from service users as the current arrangements mean that LA takes the risk and they are paid at LA rates. CEC agreed to look into this
- Providers asked why can't clients pay top ups as homes without top ups are struggling and in many cases residents have money to pay? Legislative reasons why this cannot be done (CEC and RQ).
- Suggestion from RQ that fees are paid net to providers thus saving CEC the cost of officers to collect and bad debts. Providers could collect in 'real time' rather than in arrears thus improving cash flow and using payment systems already set up for self-funders. Cautious welcome from providers for this
- RQ asked if fees should be linked to quality assessments? Providers generally felt this was too difficult to do properly for variety of reasons
- Scope to expand use of homes to provide day care, re-ablement and clinical services
- RQ asked whether CEC should introduce Framework Agreements? Main concern raised was the issue of smaller providers coping with tendering process

Domiciliary Care Providers consultation event (15th August)

The event was attended by more than 20 providers. The presentation outlined the main characteristics of the local market for domiciliary care. In summary domiciliary care is used less than in comparator authorities, hourly rates are about average but average number of hours commissioned is well above average (see previously circulated powerpoint presentation for details)

There was a wide-ranging discussion about this area and how costs could be reduced. Key points made included:

- RQ reported that average weekly hours per package is 40% above average: suggested that CEC has a higher ageing population with more complex needs (although CEC pointed out that the comparator authorities were chosen for their similarity to CEC).
- Providers felt that the cost of 6 weeks free re-ablement that is provided by CEC is high, particularly with CEC paying higher wages (although RQ pointed out that any out-sourcing would involve TUPE and thus there would not be major cost savings immediately). After 6 week period, providers are unable to sustain level of care due to costs. Period of time for re-ablement & frequency of visits not always necessary. Could provision of this service be done using fewer resources?
- Efficiency gain could be made by providers offering re-ablement as part of integrated package. This would help improve system of requests for care being made at the very end of the re-ablement period. This would give more continuity for customers with less disruption.
- Some providers felt that some customers have better packages which are not necessarily needed as these packages are based on old assessments that have not been reviewed
- Providers felt that there was little consistency in the way in which reviews are undertaken. Need to request reviews from SMART teams for any increase/decrease in care. Providers have no

incentive to request reduced hours for customers: can incentives be introduced for social care assessors to keep hours down?

- Providers felt that there were a high number of people in nursing care that with correct support could be in the community with domiciliary care. This would require more input from community-based health services.
- RQ asked if there are enough providers to provide domiciliary care? Providers felt that geography of borough itself was not an issue but it was not financially viable for smaller providers to offer service in rural areas. If number of providers is limited, would affect quality & limitation of choice for customers. If smaller providers were to boost capacity, overall costs would increase due to higher overheads. It was pointed out that Direct Payments mean that customer make own choice regardless of number of providers.

Consultation event with Mental Health and Learning/Physical Disability providers (16th August)

The event was attended by c12 providers. The presentation outlined the main characteristics of the local market for supported living and other services for these groups. In summary expenditure is less than in comparator authorities, but average package costs are well above average (see powerpoint for details)

There was a wide-ranging discussion about this area and how costs could be reduced. Key points made included:

- RQ asked why the average cost per package has increased? Answers included
 - demand has increased,
 - more complex cases are coming forward
 - packages are more generous in CEC than comparable areas. This could be a legacy issue as been very high provision in the past due to number of facilities that were available across the borough. Closures of homes, wards etc could have had an impact on overall costs.
 - Day care centres have closed and customers now using leisure centres. This has had an impact on increased staffing costs as more support is required for carrying out activities, transport etc.
 - A lot of customers have historically been cared for by relatives. As relatives grow older more care is required.
- One provider reported that control of increasing costs already been addressed by Liverpool who have introduced a Contract where hourly rates are set depending on complexity of needs. Following one to one meetings, CWAC negotiated up to 10% reduction in fees with individual providers. Both approaches are possible options for CEC.
- Providers pointed out that minimum wage has increased twice over last few years but Providers have had no increase in fees. Good staff are retained by higher wages. If lower wages are offered this results in high turnover which affects quality of service.
- Providers outlined difficulties in admin procedures. When any changes to care packages are requested process extremely slow. Therefore providers are reluctant to advise of changes as situation could change & maybe necessary to get funds reinstated which can be very timely. Providers have a lack of confidence in CEC admin processes.
- Providers suggested that combining services could reduce costs e.g. offer services to customers using less support e.g. 4 people use 2 support workers instead of each individual having a support worker.
- RQ asked whether/how price, quality and outcomes should be linked? Some authorities have introduced a 'big brother' system monitoring waking hours etc followed by an assessment as to

whether current care provision is correct. Rates are currently set in traditional way but could be a lot more efficient.

- If framework agreement is introduced providers would like to see quality & cost addressed separately.
- Provision of training by CEC for providers. Joint approach from providers could increase buying power.

Implementation of fee setting Framework

We have recommended to CEC a differential approach to fee setting in the future for each of the three groups:

- For residential/nursing homes there is little evidence that average fees are either too low or too high (although individual homes may have cost pressures). We consider that the main issue is reducing usage of homes over the medium term, through care pathway redesign and much stronger focus on re-ablement within homes. Thus we are recommending standstill position on fees and a move in the medium-long term to establishing Framework Agreements (FAs) for this group. Moving to paying fees net for this group would create some savings and these could be used to fund innovation in this area
- For domiciliary care services the key issue appears to be over-generous packages. There is a need to re-examine reviews and assessment processes to resolve this. In 2013-14 we suggest moving to a smaller number of providers paid partly on outcomes through competitive tendering process provided the geographic issues can be resolved; redesign of the care pathway needs to happen alongside this as it is critical for success in this area
- For LD/MH/PD services there needs to be a short-term focused piece of work with all providers and care managers seeking to identify immediate savings with a focus on reducing number of hours (where safe and appropriate to do so). Hourly rates will also need to be examined although the evidence is that these are mostly reasonable. In 2013-14 we recommend establishing FAs for LD and MH supported living and residential care services with selection based on a mix of price and quality factors and these then being used to re-tender current services and tender new services. The implementation of this approach would need to take account of issues in relation to landlords

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CHESHIRE EAST COUNCIL

CABINET

Date of Meeting:	2 April 2013
Report of:	Director of Children, Families and Adults Director of Public Health
Subject/Title:	Public Health Transition – Transfer of Assets and Liabilities
Portfolio Holder:	Councillor Janet Clowes Portfolio Holder for Health and Adult Social Care

1.0 Report Summary

- 1.1 As part of the Powers within the Health and Social Care Act 2012, there is a transfer of Public Health Assets and Liabilities to Local Authorities. This is mandatory. The most significant elements are the staff and the service contracts. A Staff Transfer Scheme has been put into effect by the Secretary of State. Existing contracts have been rolled forward for twelve months to ensure Service continuity. Re-commissioning will commence during 2013-2014.

2.0 Decision Requested

- 2.1 That Cabinet note and acknowledge receipt of the assets and liabilities transferred to the Local Authority from the Primary Care Trust as a result of the Health and Social Care Act 2012.
- 2.2 That Cabinet note and acknowledge the rolling over and / or extension of inherited contracts for a one year period pending their re-commissioning in the new financial year.

3.0 Reasons for Recommendations

- 3.1 To ensure the Authority meets its new mandatory responsibilities under the health and Social Care Act 2012.
- 3.2 To ensure a smooth transition of Public Health into the Authority with no breakdown in service to the people of Cheshire East.
- 3.3 To ensure a stable local health economy is maintained through the transition period.

4.0 Wards Affected

All

5.0 Local Ward Members

All

6.0 Policy Implications including

- 6.1 Health: The Health and Social Care Act 2012 has introduced a number of significant changes that will affect the local health and social care landscape. This includes the establishment of the Cheshire East Health and Wellbeing Board, the GP Clinical Commissioning Groups and the transfer of the Public Health responsibilities from the PCT to the Local Authority. The Act gives the Authority a greater role in setting policy, providing leadership and commissioning activity that will contribute to improved health outcomes for the population of Cheshire East. The Joint Health and Wellbeing Strategy will be the mechanism by which the needs identified in the Joint Strategic Needs Assessment are met, setting out the agreed priorities for collective action by the key commissioners, the local authority, the Clinical Commissioning Groups and the NHS Commissioning Board.

7.0 Financial Implications

- 7.1 The Council's Public Health funding allocation of £12.7 million was announced in January. This is a ring fenced grant from the Department of Health.
- 7.2 The contract extension negotiations have looked to reduce contract values where possible or sustain at current (2012-2013) levels. This ensures that the contract costs do not exceed the funding availability and that they achieve best value in relation to the extended contract and in anticipation of a re-commissioning exercise in 2013-2014.

8.0 Legal Implications

- 8.1 The creation of Health and Wellbeing Boards under the Health and Social Care Act 2012 and transfer of the Public Health functions previously undertaken by Primary Care Trusts to Local Authorities from 1st April 2013 brings with it associated asset and liability transfers. The various assets and liabilities listed transfer to the Council by operation of the Act. Further legal advice is likely to be necessary on the detailed implications of the transfers, but for now, the Council is legally obliged to receive the assets transferred to it.

9.0 Risk Management

- 9.1 The Public Health Transition Board and Public Health Transition Corporate Sub-group have been overseeing the preparations within the Authority for the transfer of Public Health responsibilities and functions from 1st April

2013. The risks associated with the Transition Process have been monitored through the Transition Plan.

9.2 The most significant risks associated with the transition are:

- A breakdown in Service provision if contracts are not re-tendered or extended before 1st April and therefore the potential that statutory services may not be able to be provided;
- A failure to have in place the appropriate contract paperwork to ensure the Authority is fully informed in relation to inherited liabilities and is not at risk of legal challenge;
- Pressure on the local health system as a result of current providers not being successful in retaining public health service contracts;

Other risks which were identified but have been mitigated to date are:

- The loss of skilled staff uncertain about their future or reluctant to transfer into the Authority from the NHS
- Less money within the Public Health funding allocation than is required to continue the existing contracted services

9.3 A particular concern has been that 'the any qualified provider' element of the NHS reforms poses the risk that current NHS providers will be unsuccessful in a retendering exercise. This could destabilise the local health economy and time needs to be given (through the contracts extension) to assess any impacts this may have. Recent national announcements have reduced the potential impact that this may have

10.0 Background and Options

10.1 The transfer of Public Health functions and responsibilities to local authorities from 1st April 2013 brings with it a number of public health staff and a range of services delivered by a wide spectrum of providers. The majority of the assets and liabilities being received relate to the staff and the inherited service contracts. Appendix One is the formal Transfer Schedule identifying the assets and liabilities being received from the Central and Eastern Primary Care Trust that closed its doors on 31st March 2013. This listing remains subject to the agreement of the 'Sender Organisation', the Primary Care Trust Cluster. The Public Health Staff have been transferred into the Authority under nationally agreed arrangements.

10.2 The majority value of public health service contracts is with the two Acute Trusts and are a part of the 'Block Contracts' that the PCT negotiated with these two providers. To accommodate the changes to the system, a 'Collaborative Commissioning Agreement' has been drafted by the Department of Health to allow local authorities to join with Clinical Commissioning Groups to sign up to the NHS Standard Contract to allow the rolling over of these contracts into 2013-2014 as an interim measure to allow for service continuity. Service Level Agreements and / or Service Specifications are in place with the Providers to determine delivery

expectations and outcomes. These will be reviewed during the new financial year as part of the re-commissioning process.

- 10.3 There are a number of public health service contracts that are not commissioned through the 'Block Contracts'. These are with community providers, General Practices and community pharmacies. Arrangements have been put in place to roll these over into the new financial year.
- 10.4 This extension of contracts will also allow for services currently being commissioned and provided by the Authority within the Children, Families and Adults Directorate to be reviewed to ensure that any future Public Health contracts take these into account – avoiding duplication and joining up services where appropriate.

11.0 Access to Information

This report was produced by Guy Kilminster – Head of Health Improvement.

guy.kilminster@cheshireeast.gov.uk

01270 686560

Column (1) Property, rights and liabilities to be transferred	Column (2) Transferee
IT HARDWARE	
PLANT AND EQUIPMENT	
FINANCE	
INTELLECTUAL PROPERTY RIGHTS	
GOVERNANCE RECORDS	
DATA	
DISPUTES/LITIGATIONS/CLAIMS	
NON-CLINICAL CONTRACTS	
City & Guilds - Annual licence Fee	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
005NK Wirral PCT - CHAMPS CONT 12/13 for On Call (Cheshire & Mersey HPU) and Our Life (Drink Wise)	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Provider	Service	Receiver
Body Positive Cheshire and North Wales	AIDS/HIV Project	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ	Local Safeguarding Board Childrens and Adults	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ	Day Service for Dementia Patients(HS347)	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ	Exercise on Referral	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ	Independent Domestic Violence Advocacy Service (East)	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
BOS Optical BOS Optical 79 Chester Road Northwich CW8 1hh	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
CATS Optometrist & contact lense Centre 30-320 Wheelock Street Middlewich CW10 9AG	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cheshire Consulting Centre Cheshire Consulting Centre 499 Crewe Rd Wistaston CW2 6QP	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Clare & Illingworth 101 King Street Knutsford WA16 6EQ	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Congleton Visionplus Ltd 3A Bridgestone Centre Victoria Street Congleton CW12 1XD	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Crewe Visionplus Ltd Crewe Visionplus Ltd Spec savers 49 Market St Crewe CW1 2NG	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Fox-Stevens Optometrists Ltd 56 Park Lane Poynton SK12 1RE	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Gillian Sherrat Opticians 76-78 Mamtwich Road Crewe CW2 6AL	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
HJ Wheeldon Ltd 11 Hawthorne Lane Wilmslow SK9 5DD	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
I Wear Opticians 10 Beam Street Nantwich CW5 5LL	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
James Doyle Opticians 53 Alderley Road Wilmslow SK9 1NZ	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Jane Barker Middlewich 48 Wheelock Street Middlewich CW10 9AB	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
L Thompson Optometrists 5 WEST Street Congleton CW12 1JN	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

LR & EA Taylor 19 Queens Parade Winsford CW7 1AE	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Macclesfield Boots Opticians Professional Services Limited	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Michael Fox Opticians 56 Park Lane Poynton SK12 1RE	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Northwich Boots Opticians Professional Services Limited	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Oldbury & Cruickshank Optometrists LTD 73 Pickford Street Macclesfield SK11 6JD	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Optisavers Ltd Northwich 2 Market Way Northwich CW9 5BA	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Pamela Bramwell Bramwell Opticians 4 Hightown Sandbach CW11 1HJ	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Premier Vision (Macclesfield) Opticians 20 Castle Street Grosvenor Shopping Centre Macclesfield SK11 6UA	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Scrivens Opticians	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Stephen Pinnington Opticians 31/33 High Street Nantwich CW5 5AH	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Steven Morris Opticians 2 Welles Street Sandbach CW11 1GT	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
The Toleman Ophthalmic Practice Holmes Chapel Health Centre London Road CW4 7BB	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Vision Express 17a Bridge St Congleton CW12 1AS	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Vision Express 50 Market Street Crewe CW12EL	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Vision Express 70 High street Northwich CW9 5AU	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Visionplus (Northwich) LTD Unit 2 39-47 High Street Northwich CW9 5DD	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Wendy Diddams 3 Minshall Street Knutsford WA16 6HS	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Winsford Eye and Foot Care 27 Delamere Strret Winsford CW7 2LX	Other - Diabetic Screening Service	Retinopathy	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Winsford Visionplus Ltd 4 Queens Parade Winsford CW7 1AE	Other - Diabetic Retinopathy Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Andrews Pharmacy Ltd Tytherington Pharmacy 2-3 The Shopping Precinct Tytherington Macclesfield SK10 2HB	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Andrews Pharmacy Ltd London Road Pharmacy Unit 1 157 London Road Macclesfield SK11 7SP	other - emergency hormonal contraception service	Cheshire East Council Westfields Middlewich Road Sandbach CW11 1HZ
Asda Stores Ltd Asda Pharmacy Victoria Centre Crewe CW1 2PT	other - emergency hormonal contraception service	Cheshire East Council Westfields Middlewich Road Sandbach CW11 1HZ
Assura Pharmacy Ltd Assura Pharmacy Waters Green Medical Centre Sunderland Street Macclesfield SK11 6JL	other - emergency hormonal contraception service	Cheshire East Council Westfields Middlewich Road Sandbach CW11 1HZ
Boots UK Ltd 12 Mill Street Mall The Grosvenor Centre Macclesfield SK11 6AJ	other - emergency hormonal contraception service	Cheshire East Council Westfields Middlewich Road Sandbach CW11 1HZ
Boots UK Ltd 14 Swinemarket Nantwich CW5 5LN Boots UK Ltd 14 Swinemarket Nantwich CW5 5LN	other - emergency hormonal contraception service	Cheshire East Council Westfields Middlewich Road Sandbach CW11 1HZ
Boots UK Ltd 14/16 Bridge Street Congleton CW12 1AY	other - emergency hormonal contraception service	Cheshire East Council Westfields Middlewich Road Sandbach CW11 1HZ
Boots UK Ltd 24-26 Grove Street Wilmslow SK9 1DY Boots UK Ltd 24-26 Grove Street Wilmslow SK9 1DY	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Boots UK Ltd 56/58 Market Street Crewe CW1 2EX	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Boots UK Ltd 64 King Street Knutsford WA16 6DT	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Boots UK Ltd 7 Hgh Street Sandbach CW11 1AH	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Boots UK Ltd Boots Unit 12 Grand Junction Retail Park Crewe CW11 2RP	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Boots UK Ltd Boots Waitrose 5 Church Street Wilmslow SK9 1AY	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Boots UK Ltd Unit E Congleton Retail Park Barn Road Congleton CW12 1LJ	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd 3 The Precinct Readsdales Avenue Wistaston Crewe CW2 8UR	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Co-operative Group Healthcare Ltd Ashfields Primary Care Centre Middlewich Road Sandbach CW11 1DH	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy 1 Park Lane Congleton	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy 10-16 High Street Nantwich CW5 5AR	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-Operative Group Healthcare Ltd The Co-Operative Pharmacy 110 Wilmslow Road Handforth SK9 3ES	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy 139 - 141 Nantwich Road Crewe CW2 6DF	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy 1A Brookhouse Drive Crewe CW2 6NA	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy 2 Mill Street Congleton CW12 1AB	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy 20/21 Victoria Centre Crewe CW1 2PU	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy 209 Park Lane Macclesfield SK11 6UD	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy 78-80 Sunderland Street Macclesfield SK11 6HN	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy 93 Town Lane Mobberley WA16 7HH	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy Bollin House Sunderland Street Macclesfield SK11 6JL	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Co-operative Group Healthcare Ltd The Co-operative Pharmacy Cedars Medical Centre 12 Sandbach Road South Alsager ST7 2AD	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-Operative Pharmacy Church View Primary Care Centre (off Beam Street) Nantwich CW5 5NX	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy Hungerford Medical Centre School Crescent Crewe CW1 5HA	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy Lawton Road Alsager ST7 2AA	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy Rope Lane Medical Centre Rope Lane Shavington	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy Unit 3 The Commons Sandbach CW11 1EG	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Co-operative Group Healthcare Ltd The Co-operative Pharmacy Wilmslow Health Centre Chapel Lane Wilmslow Sk9 5HX	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Crewe Complete Solutions Ltd eaglebridge Pharmacy Eagle Bridge Health & Wellbeing Dunwoody Way Crewe CW1 3AW	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Crewe Complete Solutions Ltd West Street Pharmacy 143 West Street Crewe CW1 3HH	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
D K Wood Ltd The Village Pharmacy Unicorn House Prestbury SK10 4DG	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
L Rowland & Co Ltd Rowlands Pharmacy 28 Wheelock Street Middlewich CW10 9AG	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
L Rowland & Co Ltd Rowlands Pharmacy 24 Lewin Street Middlewich CW10 9AS	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

L Rowland & Co Ltd Rowlands Pharmacy 66 Richard Moon Street Crewe CW1 3AX	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
L Rowland & Co Ltd Rowlands Pharmacy Haslington Surgery Crewe Road Haslington Crewe CW1 5QY	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Lloyds Pharmacy Ltd 39-41 London Road Holmes Chapel CW4 7AP	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
A Lloyds Pharmacy Ltd Lloyds Pharmacy 25 Lawton Road Alsager ST7 2AA	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Lloyds Pharmacy Ltd Lloyds Pharmacy 41A West Street Congleton CW12 1JN	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Lloyds Pharmacy Ltd Lloyds Pharmacy 46-48 Charlotte Street Macclesfield SK11 6JB	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
P&C Benson Ltd West Heath Pharmacy Unit 3 West Heath Shopping Precinct Congleton CW12 4NB	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Pondas Chemists Ltd 16 Queens Parade Winsford CW7 1AE	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
RH Swinn Ltd Weston Pharmacy 5/6 Weston Square Earlsway Macclesfield SK11 8SS	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Rydale Chemists Ltd Rydale Pharmacy 18 North Strett Coppenhall Crewe CW1 4NL	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
SA Bell (West Heath) Ltd Mossley Pharmacy 18 Biddulph Road Mossley Congleton	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Sainsbury Supermarkets Ltd Sainsbury's Pharmacy Middlewich Road Nantwich CW5 6PH	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Superdrug Pharmacy 39-41 High Street Congleton CW12 1AU	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Tesco Stores Ltd Tesco Instore Pharmacy Kiln Croft Lane Handforth SK9 3HL	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Tesco Stores Ltd Instore Pharmacy Barn Road Congleton CW12 1LR	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Tesco Stores Ltd Tesco Instore Pharmacy Tesco Instore Pharmacy Tesco Superstore Vernon Way crewe CW2 7BB	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

W M Morrisons Supermarkets PLC Morrisons Pharmacy Station Road Nantwich CW5 5SP	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Tesco Stores Ltd Instore Pharmacy Tesco Store Hibel Road Macclesfield SK10 2AB	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Salas Pharmacy 62A Havannah Street Buglawton Congleton Cheshire CW12 2AT	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
RB Healthcare Ltd Goostrey Pharmacy 3 Cheshire House 164 Main Road Goostrey CW4 8JP	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Lloyds Pharmacy Ltd Lloyds Pharmacy Unit 2 Summerfield Village Centre Dean Row Road Wilmslow SK9 2TA	other - emergency hormonal contraception service	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Armchair Opticians 103 Park Lane Macclesfield SK 11 6UA	Other - Glaucoma Screening Service	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
16 George St Alderley Edge SK9 7EP	Primary Medical Care - 16 George St - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
16 George St Alderley Edge SK9 7EP	Primary Medical Care - 16 George St - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
Acorns Surgery 85 Wheelock Street middlewich CW10 9AE	Primary Medical Care - Acorns Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
Acorns Surgery 85 Wheelock Street middlewich CW10 9AE	Primary Medical Care - Acorns Surgery - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
Acorns Surgery 85 Wheelock Street middlewich CW10 9AE	Primary Medical Care - Acorns Surgery LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
Annadale Medical Centre Mobberley Road Knutsford WA16 8HR	Primary Medical Care - Annadale Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
Annadale Medical Centre Mobberley Road Knutsford WA16 8HR	Primary Medical Care - Annadale Medical Centre - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
Ashfields Primary Care Centre - Middlewich Road Sandbach CW11 1DL	Primary Medical Care - Ashfields Primary Care Centre - - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
Ashfields Primary Care Centre - Middlewich Road Sandbach CW11 1DL	Primary Medical Care - Ashfields Primary Care Centre - LES - Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
Ashfields Primary Care Centre - Middlewich Road Sandbach CW11 1DL	Primary Medical Care - Ashfields Primary Care Centre - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ
Ashfields Primary Care Centre - Middlewich Road Sandbach CW11 1DL	Primary Medical Care - Ashfields Primary Care Centre - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach CW11 1HZ

Broken Cross Sugery Waters green Sunderland St Macclesfield SK11 6JL	Primary Medical Care - Broken Cross Sugery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Broken Cross Sugery Waters green Sunderland St Macclesfield SK11 6JL	Primary Medical Care - Broken Cross Sugery - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Broken Cross Sugery Waters green Sunderland St Macclesfield SK11 6JL	Primary Medical Care - Broken Cross Sugery - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Broken Cross Sugery Waters green Sunderland St Macclesfield SK11 6JL	Primary Medical Care - Broken Cross Sugery - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Rope Green (Brookland House)Rope Lane Shavington Cw2 da	Primary Medical Care - Brookland House - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Rope Green (Brookland House)Rope Lane Shavington Cw2 da	Primary Medical Care - Brookland House - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Rope Green (Brookland House)Rope Lane Shavington Cw2 da	Primary Medical Care - Brookland House - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ Cheshire East Council
Cedars Medical Practice Sandbach Road South Alsager ST7 2AD	Primary Medical Care - Cedars Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cedars Medical Practice Sandbach Road South Alsager ST7 2AD	Primary Medical Care - Cedars Medical Centre - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cedars Medical Practice Sandbach Road South Alsager ST7 2AD	Primary Medical Care - Cedars Medical Centre - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Chelford Surgery Chelford Surgery Elmstead Road Chelford Macclesfield SK 11 9BS	Primary Medical Care - Chelford Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cumberland House Practice South Park Surgery Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Cumberland House - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cumberland House Practice South Park Surgery Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Cumberland House - LES - Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cumberland House Practice South Park Surgery Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Cumberland House - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Cumberland House Practice South Park Surgery Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Cumberland House - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Danebridge Medical Centre London Road Northwich CW9 5HR	Primary Medical Care - Danebridge Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Danebridge Medical Centre London Road Northwich CW9 5HR	Primary Medical Care - Danebridge Medical Centre - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Danebridge Medical Centre London Road Northwich CW9 5HR	Primary Medical Care - Danebridge Medical Centre NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Danebridge Medical Centre London Road Northwich CW9 5HR	Primary Medical Care - Danebridge Medical Centre NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Delamere Health Centre Practice Eagle Bridge Well being Centre Dunwoody Way CREWE CW1 3AW	Primary Medical Care - Delamere Street - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Delamere Health Centre Practice Eagle Bridge Well being Centre Dunwoody Way CREWE CW1 3AW	Primary Medical Care - Delamere Street - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Earnswood Medical Centre Millcroft Medical Centre Eagle Bridge Well being Centre Dunwoody Way CREWE CW1 3AW	Primary Medical Care - Earnswood Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Earnswood Medical Centre Millcroft Medical Centre Eagle Bridge Well being Centre Dunwoody Way CREWE CW1 3AW	Primary Medical Care - Earnswood Medical Centre - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Earnswood Medical Centre Millcroft Medical Centre Eagle Bridge Well being Centre Dunwoody Way CREWE CW1 3AW	Primary Medical Care - Earnswood Medical Centre - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Earnswood Medical Centre Millcroft Medical Centre Eagle Bridge Well being Centre Dunwoody Way CREWE CW1 3AW	Primary Medical Care - Earnswood Medical Centre - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Firdale Surgery Firdale Road Northwich CW8 4AZ	Primary Medical Care - Firdale Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Firdale Surgery Firdale Road Northwich CW8 4AZ	Primary Medical Care - Firdale Surgery - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Firdale Surgery Firdale Road Northwich CW8 4AZ	Primary Medical Care - Firdale Surgery LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Grosvenor Medical Centre - * in baseline - NES - IUCD Grosvenor Street Crewe CW1 3HB	Primary Medical Care - Grosvenor Medical Centre - * in baseline - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Grosvenor Medical Centre Grosvenor Street Crewe CW1 3HB	Primary Medical Care - Grosvenor Medical Centre - LES Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Grosvenor Medical Centre Grosvenor Street Crewe CW1 3HB	Primary Medical Care - Grosvenor Medical Centre - LES Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Grosvenor Medical Centre Grosvenor Street Crewe CW1 3HB	Primary Medical Care - Grosvenor Medical Centre - NES Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Handforth Health Centre Wilmslow Road Handforth SK9 3HL	Primary Medical Care Handforth Medical Centre - LES Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Handforth Health Centre Wilmslow Road Handforth SK9 3HL	Primary Medical Care Handforth Medical Centre - LES Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Handforth Health Centre Wilmslow Road Handforth SK9 3HL	Primary Medical Care Handforth Medical Centre - NES IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Haslington Surgery -Crewe Road Haslington Crewe CW1 5QY	Primary Medical Care Haslington Surgery - LES Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Haslington Surgery -Crewe Road Haslington Crewe CW1 5QY	Primary Medical Care Haslington Surgery - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
High Street Medical Practice Dene Drive Winsford CW7 1AT	Primary Medical Care - High Street Medical Practice - LES Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
High Street Surgery - Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - High Street Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
High Street Surgery - Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - High Street Surgery - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Hungerford Medical Centre School Crescent Crewe CW1 5HA	Primary Medical Care Hungerford Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Hungerford Medical Centre School School Crescent Crewe CW1 5HA	Primary Medical Care Hungerford Medical Centre- NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Kenmore Medical Centre - DE 60- 62 Alderley Road Wilmslow SK9 1PA	Primary Medical Care - Kenmore Medical Centre - LES Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Kenmore Medical Centre - DE 60- 62 Alderley Road Wilmslow SK9 1PA	Primary Medical Care - Kenmore Medical Centre - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Kenmore Medical Centre - DE 60- 62 Alderley Road Wilmslow SK9 1PA	Primary Medical Care - Kenmore Medical Centre - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Kiltearn Medical - Church View Primary Care Centre Off Beam Street Nantwich CW5 5NX	Primary Medical Care - Kiltearn Medical Centre - LES Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Kiltearn Medical - Church View Primary Care Centre Off Beam Street Nantwich CW5 5NX	Primary Medical Care - Kiltearn Medical Centre - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Kiltearn Medical - Church View Primary Care Centre Off Beam Street Nantwich CW5 5NX	Primary Medical Care - Kiltearn Medical Centre - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Kiltearn Medical - Church View Primary Care Centre Off Beam Street Nantwich CW5 5NX	Primary Medical Care - Kiltearn Medical Centre LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Launceston Close Surgery -9-10 Launceston Close Winsford CW7 1LY	Primary Medical Care Launceston Close Surgery - LES Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Launceston Close Surgery -9-10 Launceston Close Winsford CW7 1LY	Primary Medical Care - Launceston Close Surgery - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Lawton House Surgery -Bromley Rd Congleton CW12 1DY	Primary Medical Care - Lawton House Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Lawton House Surgery -Bromley Rd Congleton CW12 1DY	Primary Medical Care - Lawton House Surgery - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Lawton House Surgery -Bromley Rd Congleton CW12 1DY	Primary Medical Care - Lawton House Surgery - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Lawton House Surgery -Bromley Rd Congleton CW12 1DY	Primary Medical Care - Lawton House Surgery - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Manchester Road Medical Centre - 27-29 Manchester Road Knutsford WA16 0LY	Primary Medical Care - Manchester Road Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Manchester Road Medical Centre - 27-29 Manchester Road Knutsford WA16 0LY	Primary Medical Care - Manchester Road Medical Centre - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Manchester Road Medical Centre - 27-29 Manchester Road Knutsford WA16 0LY	Primary Medical Care - Manchester Road Medical Centre - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Mcllvride Medical Centre The Chestnuts 5 Chester Road Poynton SK12 1EU	Primary Medical Care - Mcllvride Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Mcllvride Medical Centre The Chestnuts 5 Chester Road Poynton SK12 1EU	Primary Medical Care - Mcllvride Medical Centre - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Mcllvride Medical Centre The Chestnuts 5 Chester Road Poynton SK12 1EU	Primary Medical Care - Mcllvride Medical Centre - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Meadowside Medical Centre Mountbatten Way Congleton CW12 1DY	Primary Medical Care - Meadowside Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Merepark Medical Centre - Alsager Health Centre, 12, Sandbach Rd. ST7 2LU , 12 Sandbach Road South Alsager ST7 2AD	Primary Medical Care - Merepark Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Merepark Medical Centre - Alsager Health Centre, 12, Sandbach Rd. ST7 2LU , 12 Sandbach Road South Alsager ST7 2AD	Primary Medical Care - Merepark Medical Centre - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Merepark Medical Centre - Alsager Health Centre, 12, Sandbach Rd. ST7 2LU , 12 Sandbach Road South Alsager ST7 2AD	Primary Medical Care - Merepark Medical Centre - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Middlewich Road 163 Middlewich Road Northwich CW9 7DB	Primary Medical Care - Middlewich Road - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Middlewich Road 163 Middlewich Road Northwich CW9 7DB	Primary Medical Care - Middlewich Road - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Middlewich Road 163 Middlewich Road Northwich CW9 7DB	Primary Medical Care - Middlewich Road - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Millcroft - Eagle Bridge Well being Centre Dunwoody Way CREWE CW1 3AW	Primary Medical Care - Millcroft - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Millcroft - Eagle Bridge Well being Centre Dunwoody Way CREWE CW1 3AW	Primary Medical Care - Millcroft - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Millcroft - Eagle Bridge Well being Centre Dunwoody Way CREWE CW1 3AW	Primary Medical Care - Millcroft Street - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Nantwich Health Centre -Church View Primary Care Centre Off Beam St Nantwich CW5 5NX	Primary Medical Care - Nantwich Health Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Oaklands - LES - Chlamydia Screening	Primary Medical Care - Oaklands - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Oaklands - NES - Drug Use	Primary Medical Care - Oaklands - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Oaklands - NES - IUCD	Primary Medical Care - Oaklands - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Oaklands -LES -Hormone Implants Oaklands Middlewich Medical Centre St Ann's Walk Middlewich CW10 9BE	Primary Medical Care - Oaklands -LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Oakwood Medical Practice Broadway Barnton Northwich CW8 4LF	Primary Medical Care - Oakwood Medical Practice LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Park Green Surgery - LES - Chlamydia Screening Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Park Green Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Park Green Surgery - LES - Phlebotomy Support Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Park Green Surgery - LES - Phlebotomy Support	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Park Green Surgery - LES - Hormone Implants Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Park Green Surgery - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Park Green Surgery - NES - Drug Use Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Park Green Surgery - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Park Green Surgery - NES - IUCD Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Park Green Surgery - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Park Lane House Medical Centre LES - Chlamydia Screening Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Park Lane House Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Park Lane House Medical Centre LES -Hormone Implants Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - Park Lane House Medical Centre - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Priorslegh Medical Centre - Civic Centre Off Park Lane Poynton SK12 1GP	Primary Medical Care - Priorslegh Medical Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Priorslegh Medical Centre - Civic Centre Off Park Lane Poynton SK12 1GP	Primary Medical Care - Priorslegh Medical Centre - LES - Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Priorslegh Medical Centre - Civic Centre Off Park Lane Poynton SK12 1GP	Primary Medical Care - Priorslegh Medical Centre - NES IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Readesmoor Group Practice - 29/29A/31 West Street Congleton CW12 1JP	Primary Medical Care - Readesmoor Group Practice - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Readesmoor Group Practice - 29/29A/31 West Street Congleton CW12 1JP	Primary Medical Care - Readesmoor Group Practice - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Readesmoor Group Practice - NES - IUCD 29/29A/31 West Street Congleton CW12 1JP	Primary Medical Care - Readesmoor Group Practice - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Scholar Green -95 Cinderhill Lane Scholar Green ST7 3HR	Primary Medical Care - Scholar Green - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Scholar Green -95 Cinderhill Lane Scholar Green ST7 3HR	Primary Medical Care - Scholar Green - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Scholar Green -95 Cinderhill Lane Scholar Green ST7 3HR	Primary Medical Care - Scholar Green - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
South Park Surgery Waters Green Sunderland Street Macclesfield SK11 6JL	Primary Medical Care - South Park Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Swanlow Medical Practice Dene Drive Winsford CW7 1AT	Primary Medical Care - Swanlow Medical Practice - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Swanlow Medical Practice Dene Drive Winsford CW7 1AT	Primary Medical Care - Swanlow Medical Practice - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Swanlow Medical Practice Dene Drive Winsford CW7 1AT	Primary Medical Care - Swanlow Medical Practice - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Swanlow Medical Practice Dene Drive Winsford CW7 1AT	Primary Medical Care - Swanlow Medical Practice LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Holmes Chapel Health Centre, London Road -Holmes Chapel CW4 7BB	Primary Medical Care - The Health Centre, London Road - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Holmes Chapel Health Centre, London Road -Holmes Chapel CW4 7BB	Primary Medical Care - The Health Centre, London Road - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Holmes Chapel Health Centre, London Road -Holmes Chapel CW4 7BB	Primary Medical Care - The Health Centre, London Road - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
The Schoolhouse Surgery - Buxton Old Road Disley SK12 2BB	Primary Medical Care - The Schoolhouse Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Toft Road Surgery - - LES - Chlamydia Screening Toft Road Knutsford WA16 9DY	Primary Medical Care - Toft Road Surgery - - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Waterhouse Surgery Bollington The Waterhouse Bollington SK11 5jl	Primary Medical Care - Waterhouse Surgery, Bollington LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Waterhouse Surgery Bollington The Waterhouse Bollington SK11 5jl	Primary Medical Care - Waterhouse Surgery, Bollington NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Waterhouse Surgery Bollington The Waterhouse Bollington SK11 5jl	Primary Medical Care - Waterhouse Surgery, Bollington NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Watling Street Medical Practice - 2 Watling Street Northwich CW9 5EX	Primary Medical Care - Watling Street Medical Practice - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Weaver Vale Surgery - LES - Chlamydia Screening Dene Drive Winsford CW7 1AT	Primary Medical Care - Weaver Vale Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Weaver Vale Surgery - NES - IUCD Dene Drive Winsford CW7 1AT	Primary Medical Care - Weaver Vale Surgery - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Weaver Vale Surgery LES - Hormone Implants Dene Drive Winsford CW7 1AT	Primary Medical Care - Weaver Vale Surgery LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Weaverham Surgery - LES - Chlamydia Screening Northwich Road Weaverham CW8 3EU	Primary Medical Care - Weaverham Surgery - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Weaverham Surgery - NES - Drug Use Northwich Road Weaverham CW8 3EU	Primary Medical Care - Weaverham Surgery - NES - Drug Use	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Weaverham Surgery - NES - IUCD Northwich Road Weaverham CW8 3EU	Primary Medical Care - Weaverham Surgery - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Willow WoodSurgery -Wharton Primary Care centre Crook Lane Winsford CW7 3GY	Primary Medical Care - Willow Wood Surgery - LES - - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Willow WoodSurgery -Wharton Primary Care centre Crook Lane Winsford CW7 3GY	Primary Medical Care - Willow Wood Surgery - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Willow WoodSurgery -Wharton Primary Care centre Crook Lane Winsford CW7 3GY	Primary Medical Care - Willow Wood Surgery LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Willow WoodSurgery -Wharton Primary Care centre Crook Lane Winsford CW7 3GY	Primary Medical Care - Willow WoodSurgery - LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Wilmslow Health Centre - LES - Chlamydia Screening Chapel Lane Wilmslow SK9 5HX	Primary Medical Care - Wilmslow Health Centre - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Witton Street - LES - Chlamydia Screening 162 Witton Street Northwich CW9 5QU	Primary Medical Care - Witton Street - LES - Chlamydia Screening	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Witton Street - NES - IUCD 162 Witton Street Northwich CW9 5QU	Primary Medical Care - Witton Street - NES - IUCD	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Witton Street LES -Hormone Implants 162 Witton Street Northwich CW9 5QU	Primary Medical Care - Witton Street LES -Hormone Implants	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Asset	Condition attached to transfer (b	Transferee
All Commissioning documents	LA to retain 'right of access' to documents/data concerning Public Health where there is a legitimate need, and the documents/data are held by the NHS Commissioning Board or a local Clinical Commissioning Group: South Cheshire CCG Vale Royal CCG Eastern Cheshire CCG	Cheshire East Council Westfields Middlewich Road Sandbach CW11 1HZ
All Shared Human Resources & OD Service documents	LA to retain 'right of access' to documents/data concerning Public Health where there is a legitimate need, and the documents/data are held by the NHS Commissioning Board or a local Clinical Commissioning Group: South Cheshire CCG Vale Royal CCG Eastern Cheshire CCG	Cheshire East Council Westfields Middlewich Road Sandbach CW11 1HZ
All Public Health documents	LA to retain 'right of access' to documents/data concerning Public Health where there is a legitimate need, and the documents/data are held by the NHS Commissioning Board or a local Clinical Commissioning Group: South Cheshire CCG Vale Royal CCG Eastern Cheshire CCG	Cheshire East Council Westfields Middlewich Road Sandbach CW11 1HZ
<i>HES licence/access -No licence held - online web facility only as per the link: http://www.hesonline.nhs.uk/Ease/servlet/ContentServer?siteID=1937</i>	<i>None</i>	<i>Cheshire East Council</i>
<i>Contract with: DeepStore Ltd - DeepStore Ltd, Astbury House, Bradford Road, Cheshire, CW7 2PA</i>	<i>None</i>	<i>Cheshire East Council</i>
<i>5NN Western Cheshire PCT - Local Resilience Forum Funding</i>	<i>None</i>	<i>Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ</i>
<i>5NN Western Cheshire PCT - Sub regional Office</i>	<i>None</i>	<i>Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ</i>

Provider	Service	Conditions	Transferee
MID CHESHIRE HOSPITALS NHS FOUNDATION TRUST,'FINANCE DEPARTMENT,LEIGHT ON HOSPITAL,MIDDLEWIC H ROAD,,CREWE,CHESH IRE,CW1 4QJ,654929992	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
EAST CHESHIRE NHS TRUST,'CASH OFFICE,MACCLESFIEL D DGH,VICTORIA ROAD,,MACCLESFIELD ,CHESHIRE,SK10 3BL,654919892	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
EAST CHESHIRE NHS TRUST,'CASH OFFICE,MACCLESFIEL D DGH,VICTORIA ROAD,,MACCLESFIELD ,CHESHIRE,SK10 3BL,654919900	Chlamydia Screening	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
EAST CHESHIRE NHS TRUST,'CASH OFFICE,MACCLESFIEL D DGH,VICTORIA ROAD,,MACCLESFIELD ,CHESHIRE,SK10 3BL,654919900	Healthy Child Programme 5-19, Sexual Health, tobacco control, dieticians, Dental Public Health	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
CHESHIRE & WIRRAL PARTNERSHIP NHS FOUNDATION TRUST,'40 MILL LANE,,,,WALLASEY,ME RSEYSIDE,CH44 5UG,654951903	Drugs and Alcohol	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
STOCKPORT NHS FOUNDATION TRUST,'STEPPING HILL HOSPITAL,FINANCE & SUPPLIES DEPARTMENT,HAWTH ORN HOUSE,POPLAR GROVE,STOCKPORT, CHESHIRE,SK2 7JG,654974295	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

University Hospital of North Staffordshire NHS Trust Royal Infirmary Princes Road Stoke on Trent ST4 7LN	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
WARRINGTON & HALTON HOSPITALS NHS FOUNDATION TRUST,'GENERAL OFFICE,HALTON GENERAL HOSPITAL,HOSPITAL WAY,,RUNCORN,CHESHIRE,WA7 2DA,	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
COUNTESS OF CHESTER HOSPITAL NHS FOUNDATION TRUST,'THE COUNTESS OF CHESTER HEALTH PARK,LIVERPOOL ROAD,,,CHESTER,CHESHIRE,CH2 1UL,654917507	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
ROYAL LIVERPOOL AND BROADGREEN UNIVERSITY HOSPITALS NHS TRUST,'FINANCIAL SERVICES DEPARTMENT,PRESCHOOL STREET,,,LIVERPOOL, MERSEYSIDE,L7 8XP,654966000	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
PENNINE ACUTE HOSPITALS NHS TRUST,'CASHIERS OFFICE,THE ROYAL OLDHAM HOSPITAL,ROCHDALE ROAD,,OLDHAM,LANCASHIRE,OL1	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
WIRRAL UNIVERSITY TEACHING HOSPITAL NHS FOUNDATION TRUST,'FINANCE DEPARTMENT,CLATTERBRIDGE HOSPITAL,CLATTERBRIDGE ROAD,BEBINGTON,WIRRAL,MERSEYSIDE,CH63 4JY,654952016	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

CENTRAL MANCHESTER UNIVERSITY HOSPITALS NHS FOUNDATION TRUST (Trafford Hospital),'CREDIT CONTROL DEPARTMENT,PO BOX 177,,MANCHESTER,,M 13 0ZY,654415539	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
ST HELENS AND KNOWSLEY HOSPITALS NHS TRUST,'RBN RECEIVABLES B229,SHARED BUSINESS SERVICES,PHEONIX HOUSE, TOPCLIFFE LANE, WAKEFIELD, WE ST YORKSHIRE, WF3 1WE, 654943996	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
CENTRAL MANCHESTER UNIVERSITY HOSPITALS NHS FOUNDATION TRUST,'CREDIT CONTROL DEPARTMENT,PO BOX 177,,MANCHESTER,,M 13 0ZY,654415538	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
AINTREE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST,'UNIVERSITY HOSPITAL AINTREE, AINTREE HOUSE, FINANCE DIRECTORATE, LONG MOOR LANE, LIVERPOOL, MER SEYSSIDE, L9 7AL, 654910626	Chlamydia Testing	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

UNIVERSITY HOSPITAL OF SOUTH MANCHESTER NHS FOUNDATION TRUST,'FINANCE DIRECTORATE,WYTH ENSHAW HOSPITAL,SOUTHMO OR ROAD,WYTHENSHAW E,MANCHESTER,LANC ASHIRE,M23 9LT,654941709	GUM	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
NORTH STAFFORDSHIRE COMBINED HEALTHCARE NHS TRUST,'COMBINED HEALTHCARE TRUST,NORTH STAFFS FINANCE AGENCY,HERON HOUSE,120 GROVE ROAD, FENTON,STOKE ON TRENT,STAFFORDSHI RE,ST4 4LX,654975782	Drugs and Alcohol	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Addaction Suite 3. Breedon House Edleston Road Crewe Cheshire CW2 7EA	Central Cheshire Alcohol Services	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Rape & Sexual Abuse Centre RASASC PO Box 35 Warrington WA1 1DW	Rape and Sexual Abuse Support Centre	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
ARCH Initiatives, Birchwood Residential Inpatient Detoxification Unit, 23-25 Balls Road, Birkenhead, CH43 5RF	Detox (replacement of Turning Point)	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
Turning Point, Smithfield Detoxification Unit, Thompson Street, Collyhursy, Manchester, M4 5FY	Detox (replacement of Turning Point)	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
CHESHIRE & WIRRAL PARTNERSHIP NHS FOUNDATION TRUST,'40 MILL LANE,,,,WALLASEY,ME RSEYSIDE,CH44 5UG,654951904	Alcohol Liaison Service	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ

Addaction Suite 3. Breedon House Edleston Road Crewe Cheshire CW2 7EA	Alcohol Liaison Service	None	Cheshire East Council, Westfields, Middlewich Road, Sandbach, CW11 1HZ
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Provider contract	Nature of the Services	Conditions	Transferee
Addaction Cheshire, Central Office, 6	Substance Misuse		Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
Acorn Treatment & Housing, Fulstone House, 130 Mile End Lane, Stockport	Substance Misuse		Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
Cheshire Probation Trust, 11 Hunters Walk, Off Canal Street, Chester CH1 4EB	Substance Misuse		Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
Intuitive Recovery Ltd. City View House, 5 Union St, Ardwick, Manchester M12 4JD VAT REG 857	Substance Misuse		Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
Cheshire West and Chester Council, HQ, Nicholas Street, Chester, CH1 2NP	Substance Misuse		Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
TTP Counselling Centre Ltd. Telford Place, 1 Telford Place, Luton, Beds LU1 1HT	Substance Misuse		Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
Turning Point Services Ltd. The Exchange, 3 New York Street, Manchester M1 4HN	Substance Misuse		Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
Webstar Health Ltd, 336 Pinner Road, North Harrow, Middlesex, HA1 4LB	Substance Misuse		Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
Arch Initiatives, Finance Dept, Argyle Health Centre, 23 Conway Street, Birkenhead CH41 6PT	Substance Misuse		Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
Phoenix futures, 3rd Floor ASRA House, 1 Long Lane, London, SE1 4PG	Substance Misuse	currently contracted direct but going forward will be a sub-contract to the main contracts with Merseycare, Greater Manchester West, Lancashire Care and Pennine Care	Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ
Cheshire West & Chester Council - Cheshire Youth Offending Service	Substance Misuse	currently contracted direct but going forward will be a sub-contract to the main contracts with Merseycare, Greater Manchester West, Lancashire Care and Pennine Care	Cheshire East Council. Westfields, Sandbach, Cheshire CW11 1HZ

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CHESHIRE EAST COUNCIL

Cabinet

Date of Meeting:	2 April 2013
Report of:	Strategic Director Children, Families and Adults
Subject/Title:	Integrated Care – Progressing the ‘Connecting of Care’ between Health Partners and the Local Authority
Portfolio Holder:	Councillor Rachel Bailey, Portfolio Holder for Children and Family Services Councillor Janet Clowes, Portfolio Holder for Health and Adult Care Services

1.0 Report Summary

- 1.1 Over the next 20 years the percentage of the population over 85 years old in England is forecast to double. In Cheshire East the forecast is 82%. As a consequence there will be many more people with complex health and care needs. Alongside the severe financial constraints facing the economy, including pending reforms for the future funding of adult social care, there is a growing consensus that health and social care systems need to deliver improved value, through simultaneously improving outcomes and cost-effectiveness.
- 1.2 This report seeks to outline what steps are being taken locally to ‘connect care’ within Cheshire East across the health and social care landscape, and seeks support from Members to continue to progress efforts to commission, assess and deliver care together where it makes sense for individuals.

2.0 Decision Requested

- 2.1 To endorse the contents of this report noting progress in securing ongoing commitment to integrated care by partner organisations; and
- 2.2 Support the signing of the Memorandum of Understanding for the Integrated Care Programme with Eastern Cheshire Partnership Board (Appendix 1).

3.0 Reasons for Recommendations

- 3.1 The Health and Social Care Act 2012 radically transforms the landscape of health commissioning and delivery across the country. As a key partner in the commissioning and delivery of care support and services it is imperative that Cheshire East Council locates itself as a strong partner in maximising the opportunity to ‘connect care’ to improve outcomes for our population and to eradicate waste and inefficiency in the deployment of public resources.

4.0 Wards Affected

- 4.1 All

5.0 Local Ward Members

5.1 All

6.0 Policy Implications including - Carbon reduction & Health

6.1 The recommendations accord with the Council's stated objective in its three year plan to be "A Council that ensures services are delivered in the way which gives the best value for local people" and "A Council that works in partnership with others to ensure the best outcomes for local people". Additionally the recommendations are key to mobilising the Council's work on its stated priorities of "Developing affordable and sustainable local models of care for vulnerable children and adults" and "Focussing services on early intervention and prevention".

7.0 Financial Implications (Authorised by the Director of Finance and Business Services)

7.1 This report does not at this stage commit the Council to any further financial commitments or risks. Over time it is anticipated that integrated care, and whatever form it ultimately takes locally, will result in a reduction in the resources being spent at the highest levels of acute need, either in hospital settings, or within the statutory care provisions of the Council, with more resources being directed to support vulnerable children and adults within their local communities.

7.2 For the 2013/14 financial year the NHS National Commissioning Board will transfer from the NHS to Local Authorities funding to support adult social care services which have a health benefit. It is intended that local areas will determine how this investment in social care services is best used. There is a requirement of the transfer that the Local Authority will agree with its local health partners how the funding is best used within social care, and the outcomes expected from this investment. It is proposed that the Health and Wellbeing Board will be the natural place for discussions between the Board, Clinical Commissioning Groups and the Local Authority on how the funding should be spent, as part of the wider discussions on the use of their total health and care resources.

7.3 In Cheshire East the funding transferred from the NHS to the Local Authority is £5.2m; this is a continuation of the £3.8m transferred in 2011/12 which is committed, plus £1.4m of new money, which has been included within the budget for Adult Services.

8.0 Legal Implications (Authorised by the Borough Solicitor)

8.1 At this stage the Memorandum of Understanding attached at Appendix 1 does not make a financial or legal commitment.

9.0 Risk Management

- 9.1 Failure to engage in dialogue and strategic planning for integrated care will severely hamper the quality, range of care provisions, support and financial sustainability of services provided to vulnerable children and adults in Cheshire East.

10.0 Background and Options

- 10.1 The Health and Social Act 2012 radically transforms the landscape for the future commissioning and delivery of health services in Britain. Primarily it focuses upon 'modernisation' of the health service to cope with rising demand and treatment costs, the need for improvement and the state of the public finances. Provisions in the Act aim to meet these challenges by making it 'more responsive, efficient and accountable'. Key changes include: clinically led commissioning, provider regulation to support innovative services; greater voice for patients; a new focus upon public health; greater accountability locally and nationally; and streamlined arms-length bodies.

Located within the legislation is a duty upon CCGs to promote the integration of health services with health related or social care services where this would benefit individuals by improving quality or reducing inequality of outcome.

Against this backdrop is the widely acknowledged pressure upon Councils in the delivery particularly of Adult Social Care Services and the crisis in the future funding of care for the vulnerable elderly. Additionally efforts to secure strong co-ordination of services for children in need of effective early help and protection locally gives a further impetus to re-think traditional approaches to delivering health and care services.

- 10.2 Locally, Central and Eastern Primary Care Trust ceased to exist on 31 March 2013. In its place the NHS landscape is as follows:

East Clinical Commissioning Group
South and Vale Royal Clinical Commissioning Group
National Commissioning Board (including Local Area Team)
Commissioning Support Organisation (supporting CCG's across Cheshire, Warrington, Wirral)
Public Health England
Public Health in Local Government

Additionally the main providers of acute and community health services are:

Mid Cheshire Foundation Health Trust (Leighton Hospital)
East Cheshire Trust (Macclesfield Hospital and Community Health Services)
Cheshire and Wirral Partnership (mental health services provider)

Finally, the Health and Wellbeing Board is now established on a statutory footing to influence and be a key driver to effect change locally through its

Health and Wellbeing Strategy, a key strategy for identifying shared priorities and resources for tackling key health issues.

- 10.3 Over the preceding 12 month period, while Parliament was considering the draft Health and Social Care Bill, Clinical Commissioning Boards were being formed. During this period dialogue has been ongoing regarding priorities for the local CCG's and establishing a framework for working with key partners locally to implement the key provisions of the Act. (Locally the East and South CCG's received authorisation and formally came into being in law on 1 April 2013). As a consequence 2 partnership boards have now been established. These are:

Eastern Partnership Board
South and Vale Royal Partnership Board

Membership details of the Boards are attached at Appendix 1

- 10.4 Common to both Boards is a commitment to integrated care. However, how and by what means that is secured is invariably complex and dependent upon issues local to their respective communities. Notwithstanding that both Boards are now beginning to develop and shape what they mean by 'integrated care'.
- 10.5 In the Eastern Cheshire Partnership Board progress has been made in formally establishing an Integrated Care Programme Board. Attached at Appendix 1 is the Memorandum of Understanding for the Integrated Care Programme which requires formal sign up by the Council to demonstrate commitment. Additionally the draft Business Plan for the Board will follow.
- 10.6 Cabinet is asked to endorse the signing of the Memorandum of Understanding, which while not legally binding seeks to secure a commitment to a way of working across the partnership of agencies to drive forward the development of integrated care across the health and social care system.
- 10.7 Within the South and Vale Royal Partnership Board there is a similar dialogue underway examining what steps need to be taken to drive forward integration and what form it should take. At its most recent meeting workstreams were confirmed in the areas of the Transitional Care Board, Urgent Care Network and Long Term Conditions Service Delivery Group being already established and members of these groups include representatives from partner organisations.

It was agreed that these three groups should report into the Partnership Board to ensure that work is not being duplicated and to give the groups purpose and direction. Further work is underway to locate the evolving programme within the context of the Community Budget work that some of the partners have been party to in the West of the County.

11.0 Access to Information

11.1 Further information can be obtained from:

Name: Lorraine Butcher

Designation: Strategic Director, Children, Families and Adults Directorate

Tel No: 01270 686021

Email: Lorraine.butcher@cheshireeast.gov.uk

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Board Cover Sheet

Title: Memorandum of Understanding: Eastern Cheshire Integrated Care Board

Executive Summary: This Memorandum of Understanding (MoU) sets out the vision, values and principles of integrated care and the Integrated Care Board's (ICB) purpose and outcomes and accountability framework to ensure the delivery of the required system and service changes to make integrated care a reality across Eastern Cheshire.

The MoU is not legally binding, but it does confirm an agreement between the participating organisations to undertake the required activities for integrated care together.

In summary the ICB includes representatives from both commissioning and provider organisations from across the health and social care system are expected to have executive powers to take decisions relating to integrated care. This is why a MoU is considered necessary.

The Integrated Care Board is a sub-committee of the Eastern Cheshire Partnership Board, but requires the commitment of all partner organisations to work within a collaborative and collegiate way within the ICB to bring about integrated care.

The MoU does not include agreements on the future financial frameworks and principles, or the measurement and performance management framework, which will be dealt with under separate agreements. The engagement and consultation framework will also be considered separately.

Recommendations:

Cheshire East Cabinet is asked to:

- review and discuss the content of the MoU
- the Chief Executive and Leader are asked to commit their organisation to the MoU and to sign and return it by 8 April 2013 (the Integrated Care Programme Director will act as the co-ordinator for responses samanthanicol@nhs.net)
- if the Cheshire East Cabinet is not able to support the MoU or has further amendments these should also be returned by the same deadline to the same person.

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[Insert Integrated Care Programme Brand]

Memorandum of Understanding

**Eastern Cheshire Integrated Care Programme
Integrated Care Programme Board**

DOCUMENT HISTORY

Document Name	Memorandum of Understanding: Eastern Cheshire Integrated Care Programme – Integrated Care Board
Organisation/ Further Information/ Additional Copies	NHS Eastern Cheshire Clinical Commissioning Group Tel No: 01625 663476 Fax No: Email: samanthanicol@nhs.net
Document Owner	Samantha Nicol
Document Audience	Eastern Cheshire Partnership Board, East Cheshire NHS Trust, Cheshire and Wirral Partnership NHS FT, Cheshire East Council, Vernova and Crescent CIC
Date of Issue	11 th January 2012
Date of Planned Closure	N/A
Supersedes Document	None
File Name / Location	P:/foldername/filename.doc (tbc)
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REVISION HISTORY

This document is only valid on date of printing. On receipt of a new version, please destroy all previous versions (unless a specified earlier version is in use throughout the project, eg as a baseline/benchmark)

Version No (eg)	Revision Date	Summary of Changes	Amended By
Draft 1.0	30.1.13	V. McGee and B. Swann responded to first draft. Inclusion of vision statement. Re-ordering of the values and additions made Reworking of the paragraph introducing the East Cheshire principles in addition to the National Voice ones Additional outcomes	S. Nicol
Draft 2.0	6.2.13	Incorporated all comments made at the ICB Meeting as follows: B. Swann comments re vision and outcomes 4 and 5 Refinement of the wording in the section on membership to reflect the potential development of the ICB Inclusion of agreed governance arrangements and further explanatory notes.	S. Nicol
Draft 3.0	13.2.13	As per J. Hawker	S. Nicol
Final 4.0			

QUALITY ASSURANCE REVIEWERS

Name	Comment	Issue Date	Version
Jerry Hawker	Made MoU purpose more defined, added in additional partners for the future/adhoc, strengthened purpose of ICB, made outcomes what the ICB is accountable for.	13.3.13	Draft 3.0
Alex Mitchell			

APPROVALS REQUIRED: YES / ~~NO~~ (delete as appropriate)

This document requires the following approvals.

Name	Title/Responsibility	Signature	Issue Date	Version
Partnership Board	J. Hawker, Chairman			
East Cheshire NHS Trust	L. McGill, Chair			
East Cheshire NHS Trust	J. Wilbraham, CEO			
Cheshire and Wirral Partnership NHS FT	S. Cumiskey, Chair & CEO			
Cheshire East Council	K. Ryley, Chief Executive (Interim)			
Vernova Healthcare Community Interest Company	Dr G. Plant, Chair			

Crescent Health Community Interest Company	Dr P. Kearns, Chair			
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Background

Eastern Cheshire Partnership Board at its meeting in December 2012 commissioned a committee to drive forward the development of integrated care across the health and social care system. This committee would be a sub group of the Partnership Board and would be held accountable by it for the development and implementation of the required system and service changes to bring about integrated care. This committee will be known as the Integrated Care Board (ICB).

Introduction

The Integrated Care Board (ICB) will include representatives from both commissioning and provider organisations from across the health and social care system and is expected to have executive powers to take decisions relating to integrated care. It was therefore considered necessary to have in place a memorandum of understanding that all parties could agree and adhere to.

The Purpose of the memorandum of understanding

This memorandum of understanding (MoU) is a document that confirms an agreement between two or more organisations expressing an interest in undertaking the Integrated Care Programme together. A MoU is not legally binding, but it is stronger than a gentleman's agreement.

Content

This MoU will set out, in respect of the ICB the following:

- The vision and values
- The principles
- The expected behaviours
- The outcomes
- The governance arrangements and scheme of delegation

Additions and amendments to this MoU will be made, in relation to the items below, as the work of the Integrated Care Programme and the ICB

- The financial framework and principles
- The culture change framework
- The performance management framework

The Organisations

This MoU is an agreement between the following organisations:

- NHS Eastern Cheshire Clinical Commissioning Group (EC CCG) or (the "CCG").
- East Cheshire NHS Trust (ECT)
- Cheshire and Wirral Partnership NHS Foundation Trust (CWP)
- Cheshire East Local Authority (the "Local Authority" or "CEC").
- The 23 Practices of Eastern Cheshire (represented by the CCG *to be agreed*).

- Vernova CIC
- Crescent CIC

This list is not exclusive and other partners will be encouraged to be involved in the ICB and to adhere to this MoU. Other partners may include:

- North West Ambulance Service (NWAS)
- Other providers (i.e. UHSM, SRFT)
- Voluntary sector

The Vision and Values

The Vision for the Integrated Care Programme and which the Integrated Care Board (ICB) is accountable to the Partnership Board for the delivery of:

'Caring together'
Joining up local care for all our wellbeing

For the public it means:

'I am supported to live well and stay well because I can access joined up care and support when I need it'

For the organisations involved in commissioning and providing care this means:

'Supporting our customers to live well, by enabling them to access joined up care when it is needed we support them to stay well'.

The Vision contains the following values:

- encouraging collaborative working between health and social care workers and all other elements of health and social care and other colleagues in the private, voluntary and third sector to meet the needs of people, and respecting the needs of staff to achieve this
- promoting self-care and management, health promotion, education and individual responsibility where appropriate and for professionals and patients, carers and services users to work together with access to the required support and facilities to enable this
- valuing, respecting and enabling the resources we have to deliver this programme, including infrastructure.
- promoting innovation, and encouraging new ideas from patients/service users, carers and staff.

The Purpose of the Integrated Care Board

This MoU relates to the Integrated Care Board (ICB) and its work only. The purpose of the ICB as a sub-committee of the Eastern Cheshire Partnership Board is to hold individuals, project teams, organisations to account for the design and delivery of integrated care across the health and social care system. The ICB members in ensuring this MoU is signed by their

organisation's governing body are giving their own and their organisation's explicit support to the vision, values, principles and behaviours set out in this MoU.

The Principles

The Health and Social Care Act 2012 places duties on the key commissioning and regulatory organisations in England to promote integration. It also establishes Health and Wellbeing Boards that have a duty to encourage integrated working by contributing to Joint Strategic Needs Assessments (JSNA) and joint health and wellbeing strategies. In East Cheshire these have already specified children and young people, adults of working age and older people and integration as a priority.

National Voice as an organisation representing the interests of patients, service users and carers, want these duties to develop into real integrated care quickly and at scale. They have recommended common principles to inform all the approaches to integration – principles which put the patients and service users at the heart of care.

Based on the experiences of service users and research evidence National Voices state that integrated care must:

- be organised around the needs of individuals (patient-centred)
- focus always on the goal of benefiting service users
- be evaluated by its outcomes, especially those which service users themselves report
- include community and voluntary sector contributions
- be fully inclusive of all communities in the locality
- be designed together with the users of services and their carers
- deliver a new deal for people with long term conditions
- respond to carers as well as the people they are caring for
- be driven forwards by the commissioners
- be encouraged through incentives
- aim to achieve public and social value, not just to save money
- last over time and be allowed to experiment.

Eastern Cheshire ICB support these principles, but view them as generic. It has however, higher ambitions for the local population of Eastern Cheshire and will aim to deliver these principles for our local population and care providers through embracing the following, more specific, principles:

- integrated care cannot be delivered by organisations working alone or in isolation, it must be delivered through collaborative working
- it must ensure seamless care so that patients, service users and carers when moving from one care setting to another experience no gaps, do not need to repeat their history or any unnecessary tests or treatments and feel that everyone involved in the care process are well informed and working together as a team
- the development of very different relationships are at the heart of integrated care, with professionals from different organisations, professional groups and teams understanding one another and developing mutually respectful and collaborative relationships with those who require their professional expertise

- the skills, knowledge and experience of staff is respected and their willingness and ability to work across boundaries is valued and rewarded.
- information and required data on patients and service users and their carers is readily available and utilised as required across all relevant service providers through an effective and safe IT system
- staff and patients and service users and carers are able to suggest and access different kinds of solutions and models of care that are bespoke to their needs and that inspiring and innovative working is supported and rewarded appropriately.

Membership of the ICB

The Chairman

An independent Chairman is to be appointed to the ICB through an open and competitive process to a remunerated post. The Chairman's role will be to:

- bring extensive experience of chairing
- impartial facilitation of the board
- ensure the board sticks to its agreed terms of reference and this MoU
- maintain collaborative relationships across the partner organisations through the ICB
- ensure the delivery of agreed plans and actions through the ICB on time and within allocated resource
- support the Programme Director

Members of the ICB have the support of their organisations to attend and are there as executive members of the ICB. The membership will include executive directors of each of the current partner organisations as reflected in the ICB's current Terms of Reference. The ICB will however, engage other partners as deemed appropriate to delivering its vision, and outcomes.

Behaviours, Roles and Responsibilities

Members of the ICB are senior leaders in their own organisations, as well as, respected and recognised leaders within the health and social care system. In relation to their membership of the ICB they will be expected to exhibit the following behaviours:

- to respect and recognise each other's experience, knowledge and skills
- to understand and take into account the personal, professional and organisational agendas
- to work collaboratively, recognising the assumptions and mindsets of others and framing and reframing messages appropriately
- to put the benefits of integrated care before the individual interests of professionals and organisations
- to act professionally, courteously and with respect to all colleagues
- to act with integrity and authenticity
- encourage risk taking and experimentation
- be ambitious and bold
- to build and maintain coalition and partnership

- to develop and use a common language for integrated care and support the use of plain English, avoiding the use of jargon, acronyms and other terms that are profession or organisation specific.

ICB members have a key role in designing and delivering integrated care, their role is to:

- provide leadership and direction to the Integrated Care Programme
- lead the development of integrated care across the health and social care system and within their own organisations
- system oversight and priority setting

Accountability

The ICB's will be held, by Eastern Cheshire's Partnership Board, accountable for the following:

1. That staff and the public are engaged in the sustained mindset and behaviour change that enables the spread of integrated care at scale and pace through their engagement with the principles and in developing a common definition of integrated care through the co-design of integrated care at an individual level, at a team level and at an organisation/strategic level through a campaign strategy and engagement plan
2. That there is an agreed plan (or plans) in place for the development and delivery of integrated care across Eastern Cheshire and that this is delivered within given resources, and delivers the benefits and outcomes proposed
3. The securing of resource and agreement and monitoring of its utilisation in line with agreed priorities as set out in the plan(s) for integrated care
4. The principles of integrated care are adhered to by partner organisations, teams and individuals
5. The impact of the changes is managed to ensure the safety and ongoing improved quality of care provided, improved experience by recipients of care and improved staff experience
6. The plans are communicated to all organisations and individuals via a robust communications plan

Governance Arrangements and Scheme of Delegation

The Integrated Care Programme will be led by the Integrated Care Board, which will be held to account for delivery of the agreed plans for integrated care by the Eastern Cheshire Partnership Board. It is expected that partnership organisations will not develop services, pilots or projects that may impact on the outcomes of the Integrated Care Programme without informing the Integrated Care Board and ensuring it is aligned to the principles of integrated care.

It is expected that the ICB will reach decisions through consensus and that any issues requiring the collegiate support of their own organisation's governing bodies will be referred directly to those bodies by the members of the ICB. The Partnership Board will hold the ICB to account for delivery of the required system and service changes to bring

about integrated care. The Partnership Board will be expected to endorse/support any recommendations that are referred to them by the ICB.

The Governance and Accountability Framework is Appendix A.

Signatures

The following organisations have committed to the ICB:

NHS Eastern Cheshire Clinical Commissioning Group:

Jerry Hawker, Accountable Officer: _____ Date: _____

Dr Paul Bowen, Chairman: _____ Date: _____

East Cheshire NHS Trust:

John Wilbraham, Chief Executive: _____ Date: _____

Lynn, Chairman: _____ Date: _____

Cheshire East Council:

Kim Ryley, Chief Executive: _____ Date: _____

Cllr Michael Jones, Leader: _____ Date: _____

Cheshire and Wirral Partnership NHS Foundation Trust:

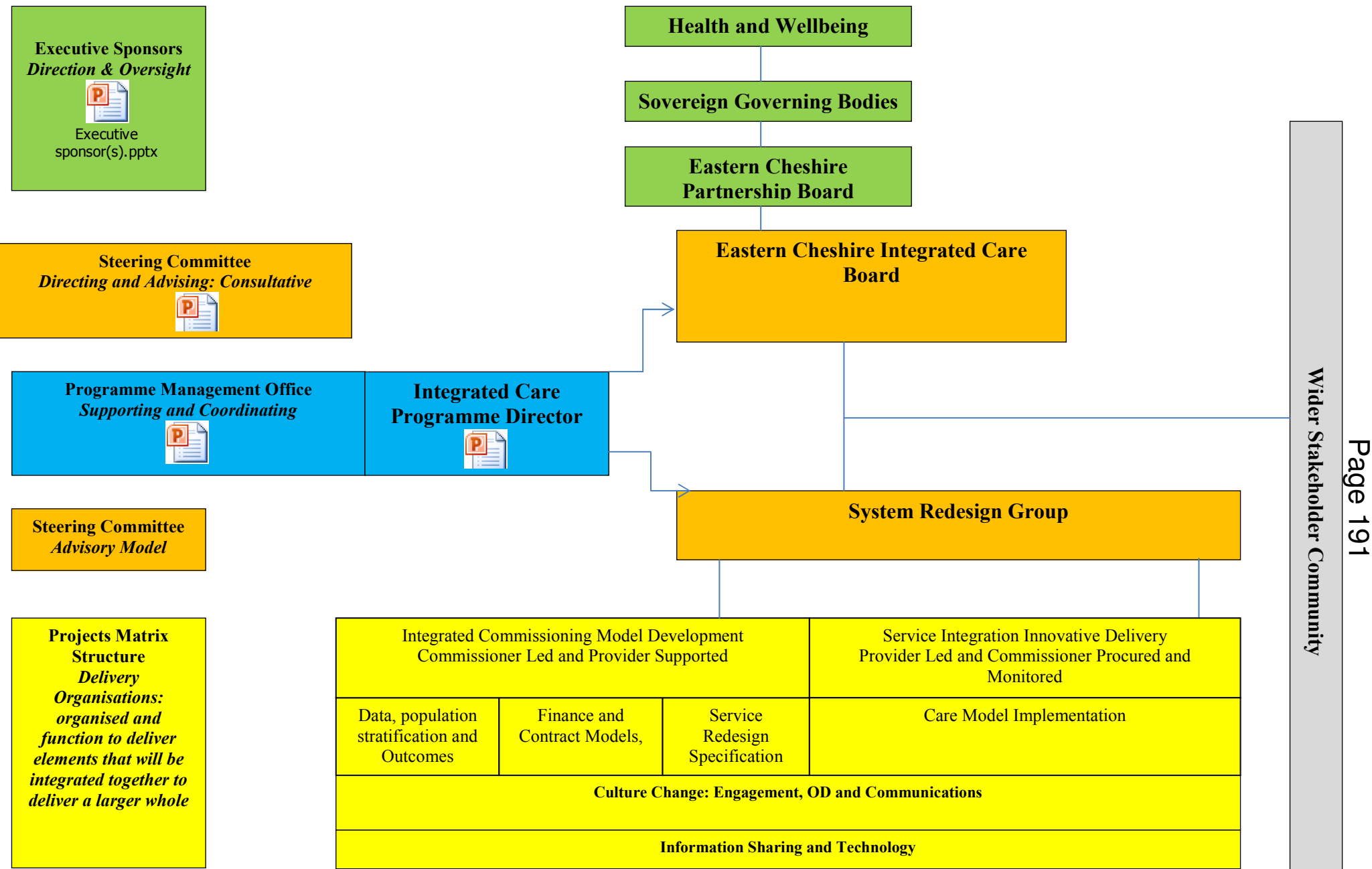
Sheena Cuminsky, Chief Executive: _____ Date: _____

Dr Paul Bowen, Chairman: _____ Date: _____

Vernova and Crescent CIC:

Jerry Hawker, Accountable Officer: _____ Date: _____

Dr Paul Bowen, Chairman: _____ Date: _____



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CHESHIRE EAST COUNCIL

CABINET

Date of Meeting:	2 April 2013
Report of:	Economic Development & Regeneration Manager
Subject/Title:	Council Bids for Regional Growth Fund
Portfolio Holder:	Cllr Jamie Macrae Portfolio Holder for Prosperity & Economic Regeneration

1.0 Report Summary

- 1.1 The Government's Regional Growth Fund (RGF) is a grant fund of £350m set up to increase the number of lasting, private sector jobs, with a particular emphasis on economies with a high dependency on public sector employment. It is a competitive fund, with bidders able to submit bids either as a project or a programme, which will invest a minimum of £1m of grant by March 2015 and involve similar investment by the bidder.
- 1.2 The current 4th round of RGF closed on 20th March, and bids will be appraised by an expert panel, chaired by Lord Heseltine, who will advise Ministers on which bids that they believe give the best value for money to the taxpayer.
- 1.3 £2.4bn has been awarded in the previous three rounds of RGF, and Cheshire East businesses have been successful in each of these, with grants being awarded to Bentley, Disley Tissue, Pochin Developments and Astra Zeneca. The Council has played a role in most of these, either directly or indirectly, although these have generally involved the Council in a relatively passive role.
- 1.4 Experience from previous rounds indicates that some Councils have been successful in helping to secure significant sums to support private sector investment and jobs growth. Having evaluated the most appropriate prospective projects, the Council has developed two bids that were submitted for RGF support by the deadline of 20th March, which now require Cabinet approval. These do not commit the Council financially or legally, as any subsequent allocation by the Government will be conditional upon a number of other factors, including independent due diligence.
- 1.5 As part of the application, a clear business case is required. This was revised just prior to submission to reflect the announcement made by AstraZeneca on 18th March, regarding its plans to relocate 1,600 from Alderley Park to Cambridge. It is evident that we need Government support to foster the growth of smaller, more diverse and resilient life science businesses, and this may be the focus of the proposed Task Force that is to be set up in light of the recent announcement. However, our economy also needs support to diversify in other ways, building upon the strengths of existing, growing

businesses across a range of sectors and across the borough. This bid, in particular, seeks to promote growth in this way.

1.6 The two bids submitted are for:

- 'Cheshire East – Driving the Engine of the North' - an employment sites/premises development programme seeking funding of £7.38m from RGF to support enabling works for commercial development that can be brought forward in the next two years, reflecting already strong demand from existing, growing local businesses. The bid identifies eight key sites, five of which are in Council ownership, with three being privately owned. Two reserve sites are also identified. If secured, the funding would facilitate the delivery of 4,777 jobs and the safeguarding of a further 555.
- 'Crewe Deep Geothermal energy centre' - a proposed Joint Venture project seeking £6.4m towards a new centre that will provide renewable heat, and potentially power, for local use to include new housing developments.

1.7 More information on these bids is provided in section 10 of this report.

2.0 Decision Requested

2.1 Cabinet is requested to:

- i) approve the submission of two Council-led bids to the Government's Regional Growth Fund, in support of:
 - Cheshire East – Driving the Engine of the North; (£7.38m RGF bid)
 - Crewe Deep Geothermal energy centre (£6.4m RGF bid)
- ii) agree to pro-actively support these bids after submission, through Cabinet Members and our MPs, to increase awareness of the bids and their potential to deliver new jobs quickly, representing an excellent return on Government investment.

3.0 Reasons for Recommendations

3.1 Rule F.24 in the Finance and Contract Procedure rules stipulates that Member approval must be sought for bids for specific grant funding that is aligned with the Council's priorities. Although ideally the formalisation of Member approval would precede the application, which was submitted by the deadline of 20th March, it is not invalidated by lack of formal Member approval.

4.0 Wards Affected

4.1 All wards

5.0 Local Ward Members

- 5.1 All members

6.0 Policy Implications including - Carbon reduction - Health

- 6.1 The RGF bids could secure significant new investment and jobs for Cheshire East, supporting the Council's key priority: *A growing and resilient local economy*. It is also prioritised in the Council's Three Year Plan:
- Outcome 2 (*Cheshire East has a strong and resilient economy*),
 - Priority 1 (*Local Economic Development*), and
 - Change Project 1.3 (*Investment to support business growth*).

7.0 Financial Implications (Authorised by the Director of Finance and Business Services)

- 7.1 There are no immediate financial implications.
- 7.2 As part of the bid, there is a requirement to demonstrate that the Government's RGF funding could lever in significantly more funding from both the private and public sector. Any Council contributions to these projects are conditional and, if they are supported by RGF, would require subsequent approval by the Council (through Cabinet/Full Council and EMB/TEG). These could include capital expenditure from the Development Programme, including potential capitalisation of staffing costs required for the implementation teams.

8.0 Legal Implications (Authorised by the Borough Solicitor)

- 8.1 It is understood that any offer of RGF funding made to the Council will be subject to due diligence undertaken by an independent accountant and the acceptance of a formal grant offer. These will be reported to the Cabinet for decisions, as appropriate, at the relevant time.
- 8.2 Whilst clearly there is a significant benefit to be gained from bidding for this funding, if successful, it is vital to ensure that the due diligence checks are robust enough to identify any possible clawback provision, and, if any exist, to recognise and plan for any possibility of circumstances arising which might trigger clawback. This should be addressed in any future Cabinet report.

9.0 Risk Management

- 9.1 The only identifiable risk in bidding for this funding is the raising of expectations that projects will be delivered. However, this would be better represented as a clear statement of the Council's commitment to prioritise economic growth and job creation.

10.0 Background and Options

Employment sites/premises development programme

- 10.1 The Council is developing a new Growth Vision for Cheshire East which is already starting to drive a step-change in the Council's approach to delivering economic growth through new investment and jobs. A number of priority sites and projects are being identified in which the Council will be closely involved, but are generally led by private sector partners. These include Alderley Bio-Science Park/Incubator, Basford East & West, Midpoint 18 (Phase 3), as well as transformational strategic infrastructure improvement projects such as HS2.
- 10.2 More immediately however, the Council is in a position of being able to make use of some of its own under-utilised land assets – at five potential sites - to deliver jobs and investment. This is on the basis of there being evidence of already strong demand from existing, growing local businesses. There are also three proposed private-sector led projects which are primed for development, and would be delivered with certainty and pace if RGF funding was to be awarded. This RGF programme bid has therefore been developed to facilitate the delivery of these projects, by proposing the use of RGF funds to cover the costs of site works, infrastructure, etc – effectively bridging the viability gap currently preventing their implementation.

Crewe Deep Geothermal energy centre bid:

- 10.3 As part of the 'All Change for Crewe' regeneration programme, this project will develop a deep geothermal energy centre at Leighton West, near Crewe. The project will provide renewable heat and potentially power for local use, to include new housing developments. The development will be a JV with the private sector, which is expected to contribute 71% of the funding. RGF support is requested for 29% of the total cost of the project and will be used to leverage private sector funding into the project by reducing the risk of drilling the first well. This approach has been used successfully in many deep geothermal projects in France and Germany.
- 10.4 The project is expected to be a catalyst for the development of a number of deep geothermal energy centres to exploit the substantial geothermal resource in the Cheshire Basin. This initial project will create and safeguard at least 60 highly skilled jobs. Follow on projects will multiply this number linearly.

11.0 Access to Information

- 11.1 The background papers relating to this report can be inspected by contacting the report writer:

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CHESHIRE EAST COUNCIL

CABINET

Date of Meeting:	2 April 2013
Report of:	Head of HR and Organisational Development
Subject/Title:	Notice of Motion on the Adoption of the Living Wage
Portfolio Holder	Councillor Barry Moran Portfolio Holder for Performance

1.0 Report Summary

- 1.1 This report invites Cabinet to consider the following Motion, proposed by Councillors L Jeuda and G Boston which has been referred by Council to Cabinet for consideration. The Motion stated that “Cheshire East Council welcomes and supports the adoption of the Living Wage by the Mayor of London and thirty five councils across the country and will adopt the policy for its own employees. Cheshire East Council will also ensure that companies and organisations commissioned to carry out work on its behalf pay the Living Wage of £7.45 an hour to their employees”. The report recommends that given the major cost and other implications of such a change, a detailed paper on issues and options is prepared for Cabinet’s consideration.

2.0 Recommendations

- 2.1 That Cabinet refers the matter to the Head of Paid Service to further examine how the living wage might be introduced, as part of wider planned workforce changes over the next 2 to 3 years, in consultation with the Performance Portfolio-holder, and to report back to Cabinet in due course.

3.0 Reasons for Recommendations

- 3.1 To enable Cabinet to appropriately consider the Notice of Motion and the introduction of the Living Wage, in the context of wider changes affecting the Council’s workforce and the implications of these for our policies on staff remuneration and reward.

4.0 Wards Affected

- 4.1 None

5.0 Local Ward Members

- 5.1 None identified.

6.0 Policy Implications

6.1 None identified.

7.0 Financial Implications (Authorised by the Finance Manager)

7.1 The exact cost of introducing the living wage is difficult to determine, due to the number of employees working variable hours and variable work patterns. However, there are a number of people who are employed on a contracted hour basis and the impact on this area is easier to predict (see 7.3). Casual employees, employees on zero hours contracts and apprentices, for example, are engaged on different terms and conditions of employment and have variable hours and length of contracts, making it difficult to establish what the true costs of these staff would be over any given year. For the purposes of this report, however, the cost of introducing the living wage has been based on the data available for 2012 (full calendar year) and are, therefore, only an initial estimate.

7.2 Based on the data available for 2012, the estimated cost of introducing the living wage for all non-schools based staff, and excluding apprentices, who are not eligible for the full minimum wage until they are 21, is about £550,000.

7.3 This costs (inclusive of all on-costs) are as follows:

Employee Groups currently being paid below the Living Wage rate	Number of employees affected at Dec 2012	Costs (£)
Non-Schools - contracted hours	597	445998.07
Non-Schools - variable/0 hours contract	157	41304.62
Non-Schools Casual	389	60567.68
Apprentice - 21 and over (in 2nd year) only*	3 of 69	9991.02
Non-Schools Based Total - Casuals & Variable/Contracted Hours - excludes apprentices	1143	547870.37

**The Council may decide to introduce the Living Wage for apprentices age 21 and above in their second year. The impact of doing this (which will change from year to year) is estimated to be just under £10,000 per year.*

7.4 Schools based staff have been excluded from these costs, as any decision to adopt the Living Wage in schools would be a decision for each School's Governing Body.

7.5 Given the Council's current and future budgetary constraints, any additional payroll costs which are not currently accounted for will further increase pressure on our budgets, at a time when all current staff pay has been frozen for several years, as a result of such pressures. It is also

important to note that the cost of introducing the Living Wage has not been built in anywhere to the Council's three year budget plan and would therefore need to be funded from additional savings, if order to achieve a balanced budget.

- 7.6 Implementation of the living wage by the Council's suppliers could also result in additional costs being passed on to the Council, (e.g. in respect of agency workers).
- 7.7 For these reasons, care needs to be taken to understand the full implications of such a commitment by the Council, before a decision to proceed is taken. It might be possible, however, to move to this over time, as and when it becomes clear that the Council is able to achieve all its agreed savings targets.

8.0 Legal Implications (Authorised by the Borough Solicitor)

- 8.1 There is no legal requirement for the Council to introduce the Living Wage.

9.0 Risk Management

- 9.1 None identified.

10.0 Background and Options

- 10.1 On 13 December 2012, Council considered a Notice of Motion submitted by Councillors L Jeuda and G Boston on a policy of applying the living wage (£7.45 per hour) to employees whose current hourly rate falls below this level, and to ensure that any suppliers that the Council uses also apply this policy. At this time the HR Team were also exploring the possibility of introducing the living wage.
- 10.2 The living wage is an hourly rate set independently and updated annually. It is calculated to reflect the basic cost of living and is based on the principle that work should pay enough to provide for the essentials of life. It is an entirely voluntary scheme for employers (unlike the national minimum wage set by legislation each year), but it could act to reduce the need for those in work to apply for state benefits.
- 10.3 The current rate for the living wage across the UK is £7.45 per hour (except for London where the rate is currently £8.55). This compares to the National Minimum Wage which is currently £6.19.
- 10.4 The concept of the living wage originates in a campaign for the London Living Wage which was launched in 2001 by parents in East London who were frustrated that working two minimum wage jobs left no time for family life. In 2005, following a number of successful campaigns led by the Living Wage Foundation and Citizens UK, the London Living Wage was established. In 2008, the Centre for Research in Social Policy funded by the Joseph Rowntree Foundation began calculating a UK wide Minimum

Income Standard (MIS) figure. The MIS is an average across the whole of the UK, but does not reflect the variation in the cost of living inside and outside London.

10.5 It is possible to become accredited as an official Living Wage Employer and to do so an organisation must:

- Pay all its own employees at least the Living Wage;
- Commit that, within 6 months of the annual uprating of the Living Wage, its pay rates will be uprated accordingly;
- Demonstrate progress and commitment to requiring its suppliers to do the same.

10.6 As of 20 December 2012, a small number of employers (134) in the UK were accredited as official Living Wage employers, including only 11 Councils, (please see Appendix 1), but this figure is likely to grow over time.

10.7 It is acknowledged that there are possible merits in introducing the Living Wage, as summarised below:

- It potentially lifts families out of poverty and recognises the dignity of work and the importance for individuals, families and society of people being able to earn a living rather than just to survive;
- For employees it potentially means no longer having to work multiple jobs and being able to spend time with their families, with wider social benefits;
- Some reports suggest that for employers it can result in higher employee morale, better quality work, improved rates of retention, lower rates of sickness absence and reputational gain;
- It may mean more money being spent by local employees in the local economy and;
- There may be business benefits associated with incorporating the Living Wage in contracts with suppliers. These assumptions on benefits need to be tested, if the extra costs involved are to be justified.

10.8 Implementation of the living wage by the Council (excluding schools), would increase the pay of approximately 1100 employees currently paid less than £7.45 per hour. These employees are engaged in a variety of job roles including Cleaners, Kitchen Assistants, Clerical Officers, School Crossing Patrol Assistants and Janitors. The majority are women who work part time. Implementation would increase the Council's payroll costs by approximately £550,000 a year, including on-costs (based on last year's data for hours worked), with costs potentially increasing annually, given the expectation to increase such payments in line with annual increases in the Living Wage. As detailed in section 7.3, this figure excludes schools based staff and apprentices. Given that, over the next few years, there are likely to be significant changes in the size and shape

of the Council's workforce, as new delivery vehicles are implemented in the Council's services, it would make sense to take stock of the effects of these, before making any decision.

- 10.9 Further work is required to fully understand the impact of introducing the living wage into standard contracts of suppliers/contractors. It is likely that many will already be paying over the living wage, however, there are likely to be some areas where this is not the case. The living wage could be introduced as a standard clause in any contracts and could be established as a pass/fail part of any tendering process. Given that this would increase employment costs for some suppliers, it would be likely that those suppliers would seek to pass the additional costs on to the Council via contract price inflation.
- 10.10 Should the Council decide not to pursue adoption of the living wage at this stage for its own employees, it would be unreasonable to seek to persuade suppliers and other organisations to adopt the living wage themselves or incorporate it into contracts.
- 10.11 Cabinet is asked to note the information contained in this report and give consideration to the introduction of the Living Wage, with a view to reviewing the proposal as part of future budget planning. It may also be referred to the Council's Staffing Committee, at the appropriate time, for comment.

11.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer.

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Appendix 1: Accredited Living Wage Employers 20th December 2012

1. 11KBW
2. Action Aid
3. Age Concern Kensington and Chelsea
4. Amnesty International (UK)
5. Barking & Dagenham Council for Voluntary Service
6. Barts and the Royal London
7. Bates Wells Braithwaite
8. Bethnal Green Academy
9. BioRegional Development Group
10. Birmingham City Council
11. Bromley-by-Bow Centre
12. CAFOD
13. Capacity Global
14. C Beaumont Limited
15. CCLA Investment Management
16. Central Finance Board of the Methodist Church
17. Central Scotland Police
18. Church Action on Poverty
19. Church Army
20. CIFAS
21. Citizens UK
22. Clifford Chance
23. Collinson Plc
24. CORGI HomePlan Limited
25. Coventry Refugee & Migrant Centre
26. CPAG
27. Cripplegate Foundation
28. Crisis UK
29. CRMC Trading Ltd
30. Cynnal Cymru - Sustain Wales
31. Deloitte
32. Devereux Chambers
33. Dyslexia Action
34. Fabian Society
35. Fair Pensions
36. Fellowes Associates
37. First Rung Ltd
38. Fiveways Playcentre
39. Hamilton Brown
40. Herbert Smith LLP
41. Hermes
42. Hope Worldwide
43. ICAEW
44. Insight Public Affairs

45. Institute for Public Policy Research
46. Intact Centre Preston
47. Involve Yorkshire & Humber
48. Isla Bikes
49. Jack Brown Ltd
50. Jigsaw Support Scheme
51. Joiner's Arms Shoreditch
52. Kayleigh Plant Hire
53. Kingsmith Care Ltd
54. KPMG
55. Labour Party
56. LASA
57. Lewis Silkin
58. Linklaters
59. Lloyd's of London
60. London Borough Lambeth
61. London Borough of Camden
62. London Borough of Ealing
63. London Borough of Hounslow
64. London Borough of Islington
65. London Borough of Lewisham
66. London Borough Southwark
67. London Business School
68. London Community Foundation
69. London Funders
70. LSE Student Union
71. Lush
72. LVSC
73. Mark Humphries Legal
74. Match Solicitors
75. Matrix Chambers
76. Merton Voluntary Service Council
77. Millstream Associates Ltd
78. Mishcon de Reya
79. National Assembly for Wales
80. National Housing Federation
81. National Literacy Trust
82. NAVCA
83. NCVO
84. New Economics Foundation
85. Norwich City Council
86. Nottingham CVS
87. O'Donovan Waste Disposal Ltd
88. Olswang
89. Oxford City Council

90. Pathway Intermediates
91. Penrose Care
92. People's Health Trust
93. Poplar Harca
94. Preston City Council
95. PwC
96. Queen Mary UoL
97. Rathbones
98. Resolution Foundation
99. Resolution Operations LLP
100. Salix Homes
101. Samuel Rhodes School
102. Sarasin
103. Save the Children
104. Schools Offices Services
105. SCOR
106. Scotswood Natural Community Garden
107. SilverTree Home Support - CiC
108. Slaughter and May
109. Somerset Gas
110. St Charles Sixth Form College
111. St Paul's Cathedral
112. Surrey Association for Visual Impairment
113. Syd Bishop & Sons (Demolition) Ltd
114. The Boxing Academy
115. The Manchester College
116. The North Highland College
117. The Paperchain Partnership
118. The Young Foundation
119. Total Care Security
120. Toynbee Hall
121. Trust For London
122. TUC
123. Twist London Ltd
124. UNICEF
125. Unity Trust Bank
126. University of Strathclyde Students Association
127. UnLtd
128. UPG
129. Urban Cottage Industries
130. Vestigo
131. Voluntary Action Islington
132. Wales & West Housing
133. White & Case LLP
134. Women Like Us

CHESHIRE EAST COUNCIL

Cabinet

Date of Meeting:	2 April 2012
Report of:	Health and Wellbeing Scrutiny Committee
Subject/Title:	Older People and Dementia Task and Finish Review
Portfolio Holder:	Councillor Janet Clowes Portfolio Holder for Health and Adult Services

1.0 Report Summary

- 1.1 This report encloses the final report of the Task and Finish Group who conducted a Scrutiny Review of Older People and Dementia.

2.0 Recommendations

- 2.1 That the report be received and the Health and Adult Care Services Portfolio Holder undertake to come back to a future meeting of Cabinet with a formal response to each recommendation.
- 2.2 That the Health and Adult Care Services Portfolio Holder refer the report and applicable recommendations to the Health and Adult Social Care Policy Development Group for consideration.

3.0 Reasons for Recommendations

- 3.1 To progress the findings of the Scrutiny Task and Finish Group who reviewed care for Older People and those with Dementia in Cheshire East.

4.0 Wards Affected

- 4.1 All

5.0 Local Ward Members

- 5.1 All

5.0 Policy Implications

- 5.1 Not known at this stage

6.0 Financial Implications

- 6.1 Not known at this stage

7.0 Legal Implications

7.1 Not known at this stage

8.0 Risk Management

8.1 Not known at this stage

9.0 Background and Options

9.1 The Task and Finish Review was commissioned by the former Health and Adult Social Care Scrutiny Committee on 1 July 2010. After the election in 2011 the Task Group had to be reconstituted by the former Adult Social Care Scrutiny Committee with the following membership:

- Councillor Shirley Jones (Chairman)
- Councillor Carolyn Andrew
- Councillor Arthur Moran

9.2 The aim of the review was to consider whether the Council, the NHS and the Voluntary Sector responses to dementia were adequate to meet the challenge of the ageing population in Cheshire East.

9.3 The findings and recommendations of the Task and Finish Group are contained within the final report.

9.4 At a meeting of the Health and Wellbeing Scrutiny Committee on 7 March 2013 the report and its recommendations was endorsed by the Committee.

9.5 The final report of the Task and Finish Group is now attached for Cabinet's consideration.

10.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

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OVERVIEW AND SCRUTINY COMMITTEE – FINAL REPORTING PROCEDURE

Final reports from Task and Finish groups should follow the procedure set out below:

- Final reports should always, where appropriate, include financial (authorised by the Director of Finance and Business Services) and legal implications (authorised by the Borough Solicitor).
- The relevant Overview and Scrutiny Committee should approve at a formal meeting a final report before submission to Cabinet.
- Two versions of the final report will be produced. A text only version in the standard cabinet format for cabinet, and a colour 'glossy' version for publication on the Council's website.
- At Cabinet, the relevant portfolio holder will open the item and then invite the Chairman of the Overview and Scrutiny Committee to introduce the report.
- The Portfolio Holder will respond by receiving the recommendations and undertaking to come back to the next meeting of Cabinet with a formal response to each recommendation.
- A copy of this procedure will be appended to each Overview and Scrutiny Report submitted to Cabinet.

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ADULT SOCIAL CARE AND HEALTH SCRUTINY COMMITTEE

SUPPORT FOR OLDER PEOPLE AND DEMENTIA
TASK AND FINISH REVIEW 2010-2013

FINAL REPORT

Foreword



Cllr Miss C. Andrew



Cllr Mrs S. Jones



Cllr Mr A. Moran

This report has taken a long time to come to fruition and, along the way, elections reduced the membership of the group from seven to three. We were ably steered through this lengthy and complicated task by Scrutiny Officer Denise French to whom we convey our thanks and appreciation.

We embarked on this task in response to an alarming statistic that in excess of 5000 people in South Cheshire could be suffering from dementia by 2020. How are we coping with dementia sufferers and their carers at present? Have we the capacity to cope with future demand? What is the nature of the need and how effectively is it being met? Finding answers to these and many more questions has been a daunting task as at the outset we did not realise how little we knew about dementia and the complexity of provision and its delivery. The learning curve has been extremely steep.

Our thanks must go to all the people who gave us valuable information and insight into this complex problem. We see this report as a means of identifying the initial actions required to address our main findings and as a springboard for further research.

Cllr Shirley Jones

Chairman

1.0 Membership and Terms of Reference

1.1 The former Health and Adult Social Care Scrutiny Committee set up a Task/Finish Group with the following terms of reference:

- (1) To consider whether the Council, the NHS and Voluntary Sector responses to dementia are adequate to meet the challenge of the ageing population in Cheshire East, in particular:
 - (a) whether there are sufficient preventative services in place
 - (b) whether a personalised approach is suitable for people with dementia
 - (c) whether the provision in health and social care is suitable and sufficient for the more advanced dementia conditions
 - (d) whether the needs of carers are being assessed and met effectively
 - (e) whether there are any gaps in services and support and, if so, how these might be addressed through the relevant bodies' development plans
 - (f) whether there are any specific transport issues arising from current services and future provision
 - (g) what safeguarding provisions are in place and what monitoring arrangements are made
- (2) To consider the broader implications of the current Age UK review of provision in day services, and the proposed transfer of resources to the Supporting You programme.
- (3) To consider and review specific proposals under the Council's Dementia Strategy, including proposals involving residential accommodation, and to advise the Cabinet accordingly.

1.2 This Group was reconstituted by the Adult Social Care Scrutiny Committee in 2011 with the following membership -

- Councillor Shirley Jones (Chairman)
- Councillor Carolyn Andrew
- Councillor Arthur Moran

2.0 What is Dementia?

2.1 Dementia is a term used to describe various different brain disorders that have in common a loss of brain function that is usually progressive and eventually severe. There are different types of Dementia, with the most common being Alzheimer's disease, vascular dementia and dementia with Lewy bodies, but all types of Dementia cause similar symptoms including:

- (1) Confusion
- (2) Changes in mood, behaviour and personality
- (3) Loss of memory
- (4) Loss of interest in life

2.2 Diagnosing Dementia is often difficult, particularly in the early stages. Some of the first signs include lapses in memory and difficulty in finding the right words, memory problems such as not remembering names and places, changes in mood and finding it hard to communicate by a decline in the ability to talk, read or write. Methods of assessment, where Dementia is suspected, can include conversations with the person being diagnosed and those close to them, a physical examination, memory tests and/or brain scans. (source: Alzheimer's Society)

3.0 Dementia - the national picture

3.1 According to the Alzheimer's Society, key dementia statistics include:

- There are currently 800,000 people in the UK with Dementia;
- There are over 17,000 younger people with dementia;
- There will be over a million people with dementia by 2021; Two thirds of people with dementia are women;
- Dementia is most common in those aged over 60 and becomes more common with age;
- 60,000 deaths a year are directly attributable to dementia;
- The financial cost of dementia to the UK is around £23 billion a year;
- Two thirds of people with dementia live in the community while one third live in a care home; and
- There are 670,000 carers of people with dementia in the UK.

4.0 Dementia in Cheshire East

4.1 There are estimated to be 4,500 people living with Dementia in Cheshire East over the age of 65, of which 65% are likely to be women; one in five people over 80 has a form of Dementia and one in 20 people over 65 has a form of Dementia. Cheshire East has a higher than average older population and it is predicted that this will continue to rise in an upward trend; currently the population of Cheshire East comprises 17.8% of over 65 year olds compared to the national average of 15.9%. As the older age group increases in size so the numbers of people with Dementia is also likely to rise. The number of people aged over 50 with dementia in Cheshire East is anticipated to be

around 9100 in 2030.

- 4.2** Although Dementia is predominately a disease affecting people over 65, there are still a number of people with Dementia in the under 64 age group; with data for Cheshire East suggesting that there are 65 people aged 55 – 64 with Dementia; 9 people aged 45 – 55; 6 people aged 30 – 44 and 4 people aged 18 – 29. The vast majority of people in Cheshire East with Dementia are White British (97%). People with Dementia are living in all areas of Cheshire East in fairly equal numbers.
(source: Joint Commissioning Plan Dementia – CEC and CECPCCT and Ageing Well in Cheshire East Programme)

5.0 Awareness and Diagnosis of Dementia

- 5.1** As people are living longer, and the proportion of older people in Cheshire East continues to rise in an upward trend, it is going to become increasingly important to ensure that there is good awareness of dementia. Improving awareness of dementia is Objective 1 of the National Dementia Strategy. If there is good awareness of dementia this will help to ensure that people seek help and support at an early stage and will enable both services and individuals to be prepared.
- 5.2** As soon as dementia is diagnosed, the person concerned and their family can begin interventions and make longer term plans. However, the majority of people with dementia do not receive a diagnosis. A recent study by the Alzheimer's Society, found that 65% of GPs say people with dementia are not diagnosed because they do not make an appointment to see their doctor. Locally, again according to the Alzheimer's Society, 44.2% of people in the Central and Eastern Cheshire Primary Care Trust (PCT) patch in 2011 had received a diagnosis of dementia, representing 2,800 people. This is in comparison with 6337 people in the same year who are estimated to have dementia.
- 5.3** There needs to be both general awareness of dementia and its symptoms, as well as awareness among professionals who may come into contact with people who may develop the disease. Early diagnosis means people can begin to get support and treatment as well as beginning to make plans for their future. It is important that there is an understanding about the type of symptoms to look out for and what to do if you suspect you or someone close to you may be developing dementia. It is important that this information is widely available. The Alzheimer's Society conducted a survey of 382 GPs as part of a campaign "Worried about your memory?" whereby leaflets were produced and sent to GP practices to encourage people to contact their doctor and speak to the Alzheimer's Society if they had any concerns. This is a useful initiative; the Group is aware that the Alzheimer's Society leaflets are available in local GP practices and commends this and recommends the leaflets should be widely available. Carers, to whom the Group spoke, felt that there was a lack of awareness among the general population and more should be done to raise awareness of the illness.

- 5.4** Understanding the extent of dementia in the area can be helped through having a dementia register. Dementia registers are held in primary care at general practice level. Having such a register is a key feature of the Quality and Outcomes Framework. The Group has been unable to ascertain a clear picture regarding the holding of dementia registers and recommends that this is investigated further by the Scrutiny Committee.

6.0 Demenshare

- 6.1** During the course of the review an initiative - Demenshare (www.demenshare.com) - was piloted in Cheshire East through a partnership of Cheshire East Council, Age UK Cheshire, Central and Eastern Cheshire Primary Care Trust, Alzheimer's Society and / Zero a small social enterprise. Demenshare is an online social media resource that enables people affected by dementia across Cheshire East to share and exchange their experiences and knowledge with other people. The site provides information about dementia, useful links, online groups and individual stories. Currently there is a blog (online diary) written by a man whose wife has dementia, detailing the family's recent trip to America; as well as providing a wealth of information on how to prepare for such a trip, it is an inspiring account of living well with dementia.. At July 2012, 443 were people registered with the site and there had been 10,612 "hits"; the site has been accessed from 88 countries and read in 38 languages. There have been a number of referrals to the site from GPs and at least 3 crises have been averted. There have been 6,935 visitors to the site, 708 followers on Twitter, where good feedback has been received, and 91 "likes" on Facebook.

- 6.2** The Group commends the site as very useful for raising awareness of dementia and as an additional way of providing support and information. As more and more people use the internet and are comfortable with social media, this will be an increasing popular means of communicating and a way of obtaining information and support. With the increase in technology and increasing use of smart phones it means people can access such applications in many environments. This will be an increasingly common way of accessing information for present and future generations. The Group hopes that Demenshare.com is promoted by GPs, health professionals, social care staff and voluntary groups as widely as possible. The Group is aware that funding is not secure for the website and urges commissioners to consider how this vital resource is retained. The Group has also heard that there is a lack of awareness among a number of GP practices about Demenshare and recommends that the site should be promoted directly to GP practices.

7.0 Dementia Kitemark

- 7.1** The Group received information about the development of a "dementia kitemark" - through this scheme small businesses (such as hairdressers and local shops) will receive training in dementia awareness, safeguarding and mental health and will be able to display a "kitemark" sign to demonstrate their awareness and that they have had training to assist people with dementia. At February 2011 Dementia training had been delivered to 650 people in

Cheshire East and was in the process of being rolled out to GP practices and leisure centre staff. This is seen as an important development in raising awareness of dementia and helping to support people living with dementia to carry out normal activities in their community. The Group commends this initiative and urges that training is rolled out to as many areas as possible to ensure that the kitemark is displayed as widely as possible.

8.0 Diagnosis

8.1 The Group is aware that dementia is difficult to diagnose and that symptoms may be due to other reasons, such as depression. However, it is important to get a formal assessment so that other causes of symptoms are ruled out; a referral to appropriate services can be made; and the person and their family can begin to make plans for the future. It is also important to get a diagnosis because certain forms of dementia can be treated with drugs.

8.2 The Group met with a GP who outlined that discussions were underway regarding the screening tool to be used in diagnosing dementia. Carers, to whom the Group spoke, felt that from their experience dementia was a difficult illness to diagnose. One solution they suggested would be to have a separate surgery with longer appointment times and specialist doctors, but even then dementia would be difficult to detect. The local GP reassured the Group that GPs were willing to make specific appointments for patients who were showing signs of memory loss to enable a proper assessment to begin rather than it being dealt with alongside other health needs in a ten minute appointment or if the had person raised it briefly at the end of a consultation. The Group was pleased to hear that GPs would assess patients by visiting them in their own homes thereby seeing them in their own environment in which they feel comfortable and familiar. If required, further tests and assessments would be conducted with consultants. However, the Group also heard that there was some reluctance among some GPs to diagnose dementia because of a perceived lack of services and support (check with Andy Wilson). The Group is concerned to hear this as it is important that diagnosis is made at an early stage to enable plans and support to be put into place; indeed, the Group heard from a lady at a Dementia Café that she was relieved to have received an early diagnosis for the very reason that it meant she could make plans with her husband in preparation for her future needs. The Group was advised that the Clinical Commissioning Group would be adopting a holistic approach rather than seeing dementia as a separate issue. This is seen as a very important principle whereby support is built around the patient rather than the patient accessing different services depending on their needs. The Group feels that training in dementia is very important, particularly in primary care, and seeks reassurances that training in this area is seen as a priority.

8.3 The Group heard evidence about how dementia is diagnosed. Currently, a person under the age of 65 would be referred to Adult Services; anyone over 65 would be referred to Older People's Services. It was planned that in the future, people with dementia would received support from dementia specialists regardless of their age, this would be through SMART teams.

SMART teams (Skilled Multi Agency Response Teams) comprise social care workers, occupational therapists, district nurses and community matrons and are aligned with GP practices. The Group supports the introduction of SMART teams as this joint working between social care and health will help to ensure continuity of care for the patient and carer and can help in forming constructive relationships with those responsible for providing services and support.

9.0 Memory Services

- 9.1** The Group has heard that GPs are generally happy with the current provision of memory services but more work is needed around capacity issues and ensuring services link together in a consistent pathway. (T Ault's update to Group June 12). Funding secured via the Department of Health and available for Councils to use for memory services will be spent this year on Dementia Advisers; in subsequent years this will be funded from grant funding from Clinical Commissioning Groups. The Dementia Advisor service is being developed in collaboration with the Alzheimer's Society, Age UK and the Fire and Rescue Service. The Group welcomes the availability of funding for this important role and the partnership approach to delivery. The provision of Dementia Advisers means that help and support can be provided to a person and their family upon diagnosis and throughout their care through one named person. The Group commends this new role and hopes that funding should be made available from the Clinical Commissioning Groups from 2013 for this important role.

10.0 Current Provision in Cheshire East

- 10.1** Services for people with dementia vary from nursing and residential care to respite and day care, as well as services in the home and community that play a support and preventative role. The Authority does not provide any residential provision but the Group has heard that there is sufficient provision in the private sector from a wide range of providers and this topic has been addressed in the Scrutiny Review of Residential Provision.
- 10.2** The Authority does provide day care services, respite and short breaks, reablement and support to people to remain in their own home through either managed services with domiciliary agencies or through the provision of a personal budget.
- 10.3** There have been a number of developments in Cheshire East Council since it came into existence in 2009 including a building based review. Services are currently provided at -
Day Service:
- Redesmere, Handforth;
 - Brocklehurst Unit, on the Hollins View site, Macclesfield;
 - Salinae, Middlewich; and
 - The Hilary Centre, Crewe.

Respite and Short Breaks:

- Lincoln House, Crewe –12 bedded specialist dementia unit;
- Hollins View, Macclesfield; and
- Mountview, Congleton.

There are also a range of services provided by community and voluntary groups including Age UK and Wishing Well.

- 10.4** The Group is concerned that there is limited amount of fit for purpose respite provided by Cheshire East, especially in the light of the growing demand through the increasing older population in the Borough. However, the Group was further advised that there is little take up of local authority respite with private respite being used to a greater extent. The Council has recently made arrangements through contracts with St Luke's Hospice and East Cheshire Hospice, to provide a range of dementia services including respite where care can be provided at home. There is a social care review currently underway – Baseline Assessment Review – to ascertain views of service users on what facilities and services they have used and what their thoughts are on those facilities.
- 10.5** Members of the Group have undertaken visits to various existing Local Authority provision in Cheshire East including Lincoln House, Lindow Day Service (which is now provided at Redesmere) and Mountview and generally found the care provision to be of a good standard, well managed, with a good range of activities and a pleasant environment. However, there is concern that the provision at Mountview suffers from a lack of en-suite rooms especially adjacent to the secure day rooms. A visit to Lincoln House, Crewe, on the other hand, enabled the Group to experience a well designed building whereby the needs of people with dementia were fully incorporated in the design of the building. There was secure outdoor space available to residents and day care customers. Members noted and observed the wide ranging number of activities and the facilities available, such as hairdressing, as well as having the opportunity to speak to those attending the Centre. Members felt this was provision that should be replicated in the north of the Borough. On a visit to another facility a Member observed that the growing uptake of services by dementia patients meant increased pressure on existing staff and resources which was an issue that would need to be addressed as dementia cases continue to rise.
- 10.6** A number of facilities have been inspected by Cheshire East Local Involvement Network using their Enter and View powers. For the most part, their inspections were positive and commended many of the features, services and staff e.g. "we were impressed by the simple and discreet method of identifying the support needs of clients" and "satisfaction with the Centre was high".
- 11.0 Enabling People to remain in their own home**
- 11.1** For many people it is important to remain living at home for as long as possible. People want to remain in a familiar environment and keep their independence. This was one of the findings from the Wanless Social Care

Review “Securing Good Care for Older People” - when questioned about their preferences should they need care, 62% of people indicated they would like to remain in their own home with care and support from friends and family. And 56% indicated they would like to remain in their own home with care and support from trained care workers. As people grow older they are more likely to need help with health and personal care in order to remain at home. This care may be provided by family and friends but others may need help from social care, the NHS or from voluntary organisations. Older people are the biggest group of people receiving care but also the biggest group of carers (source: Ageing Well in Cheshire East programme). To enable people to remain living at home, services must reflect and support this aim. For someone with dementia, support is needed both for themselves and for their carer, if they have one.

- 11.2** This support can be provided in a number of ways – directly through the use of Assistive Technology; the Direct Payments/personalisation approach and by supporting the carer of the person with dementia.

12.0 Assistive Technology

- 12.1** The provision of Assistive Technology can support people at home as well as providing some peace of mind for family and carers. As well as meeting people’s needs and enabling them to remain in their own home for longer, the use of technology at home is a more economical option than residential care. Assistive Technology has a preventative role by raising the level at which people need physical support from others.

- 12.2** The Group heard about various types and roles of Assistive Technology including:

- Wrist or Neck Pendant – which would send an alarm to the contact centre who would respond;
- Pull cord – which would send an alarm to the contact centre who would respond;
- Movement sensors – these would detect if there had been no movement within a set time period possibly indicating a fall or illness;
- Pressure sensors – these would detect when a person got out of bed/armchair and then back again, based on preset times and may indicate a fall;
- Medication dispensers – automatically prompting people to take medication at a preset time;
- Front door sensors – to detect when a door was opened and someone had left the property;
- Alerts that would detect smoke or a rapid rise in temperature or carbon monoxide or water on the floor;
- Fall detector – automatically sensing that someone has fallen;
- Bogus caller button – enabling people to discreetly contact help if they are suspicious about a caller at the door.

- 12.3** Many of the above features can send an alert to a call centre or to a carer. This includes sending an alert to a carer in a different part of the house which can enable a family carer to get some rest even if their loved one is awake and up during the night.
- 12.4** The equipment, including installation and maintenance, is free with a small charge to link to the call centre (which the Group understands may be reduced as it is an assessed charge).
- 12.5** Other initiatives include the Just Checking system which can assist people with dementia to live independently in their own home by monitoring their movements at home and generating a chart of activity, on-line. Care professionals use the system for assessment and planning care. Just Checking highlights what a person is able to do for themselves in the familiarity of their own home, and the effect of care services. Families use it to 'just check' that a family member is following their usual pattern of life, without intruding or undermining their independence. It is simple to install and provided at no cost to the customer.
- 12.6** Members of the Group undertook a visit to a demonstration flat to view various types of Assistive Technology for themselves. They were shown how the technology works and were given a demonstration of how an alert would be sent to the call centre. Members noted the unobtrusive nature of much of the technology and the ease of use. The Group was impressed by the wide ranging and effective types of technology available which were also economical to install and manage for both the user and the Authority.
- 12.7** The Group has been advised that demonstrations of assistive technology will soon be available at Independent Living Centres in Wilmslow and Crewe. These simple products can have a big impact on people's lives through helping people stay at home for longer as well as providing reassurance to families and carers. It is important that these various sources of help are promoted as widely as possible and that people understand that they can access such help themselves without having to go through social care. It is also important for people to investigate what assistance is available at an early stage to ensure support is in place and deterioration into more intensive and expensive services can be delayed. This emphasises the importance of getting diagnosed at an early stage so support can be identified and trialled and people can get used to how they can use it to benefit themselves and their families. The Group understands that it is possible for some people with critical and substantial needs to remain at home with the help of Assistive technology and respite. As well as enabling people to maintain independence and the familiarity of their own environment it is less expensive than a residential placement. It can provide peace of mind for the family; and the use of technology to send an alert to a family member within the same house enables them to rest without worrying unduly about their loved one.

13.0 Direct payments/personalisation

- 13.1** A further way of supporting people to remain at home is through Direct payments/personalisation. Direct payments are cash payments made to people who have been assessed as needing help from Social Care to help them to live at home. Instead of Social Workers arranging services, people can choose to arrange their own services using their direct payment. This enables people to exercise choice and is ideal for people who like more independence and control over how the support they require is arranged and who are able to manage the payments on their own or with help from another person.

14.0 Carers

- 14.1** Carers undertake a vital role in supporting people with dementia and enabling them to remain at home for as long as possible by providing day to day support. It is therefore important that carers themselves receive support. Support can be provided through the voluntary sector, through respite provision and through the undertaking of a Carers Assessment.
- 14.2** The Group spoke to representatives of the Alzheimer's Society, Crossroads Care and directly to some carers.
- 14.3** The Alzheimer's Society provides services for anyone with dementia and has trained Dementia Support Workers. These Workers assess the needs of the patient and their carer through a free and confidential service without the need for a formal diagnosis of dementia. Support is tailored to the needs of the individual and can include emotional support as well as practical services.
- 14.4** A Caring and Coping Course was run by the Society comprising 8 sessions. This course was for carers and included specialist speakers and peer support. The course was limited to a maximum of 12 people and included attendance by a hospital consultant and a solicitor. The course was run at different venues to ensure as wide access as possible; the Alzheimer's Society also has a contract with Crossroads Care so as to ensure that carers can attend the course.
- 14.5** The Society provides Lunch Clubs and runs Dementia Cafes. Members of the Group attended a Dementia Café held at a Garden Centre and spoke to dementia patients and carers. The café was well attended by both people with dementia and their carers. A Dementia Support Worker attended to give advice as needed and various written resources were available too. From speaking with those present it was clear people really valued the opportunity to meet with others undergoing similar experiences as well as enjoying the social aspect of meeting for a cup of tea in a nice environment.
- 14.6** The Group heard evidence from Crossroads Care which provides care for carers. Support is offered to carers of any age and includes advice and information, but most often involves practical support. People can self refer or be referred by a professional. A Care Assessment would be carried out and

would lead to a Care Plan – taking into account the needs of both the carer and cared for person. A Carer Break - a 3 hour break per week - would be offered which is free at the point of delivery. Domiciliary care is also available as a chargeable service. There are also other Groups who provide services to carers but again these are at a cost.

- 14.7** Crossroads Care offers a full range of services including bereavement support, support for young carers, support groups, palliative care and carer breaks. The organisation has been commissioned by the Council to provide emergency responses for carers.
- 14.8** The Group interviewed some carers and asked their views on early diagnosis, respite care and the charging and transport policy. Some carers were concerned that external carers (provided through a carers agency) did not spend enough time with family members and did not like that different carers attended each day which resulted in difficulties in building up relationships and understanding individual's needs. There appeared to be communication issues too as the external carers did not report back to the family as to whether they had been able to help the person wash or bathe or whether he/she had eaten. There also appeared to be a lack of consistency around care packages. One family carer would have welcomed training and information as she did not realise that Occupational Therapy Assessments and grants were available for home improvements, such as walk in showers.
- 14.9** The day care centres were seen as essential support to enable carers to carry out home care for their family member. There was a wish to see the centres also open at weekends as there was no alternative respite care available at weekends. A private 'Better Minds' day care centre was available, which would also provide care at home, however this was expensive.
- 14.10** The Police Community Support Officers were seen as carrying out an important role, as they made older people feel safe and were a regular point of contact.
- 14.11** The Group is aware that the Council has a Carers Strategy and Implementation Plan and this has been recently considered in some detail by the Adult Social Care Scrutiny Committee. It is clear that there is strong commitment by the Council to ensure carers' needs are taken into account and supported. The Scrutiny Committee was also made aware that there was ongoing work to help Clinical Commissioning Groups to develop joint commissioning intentions to support carers and that Carers' Leads had been identified within GP practices. This is to be commended. The Scrutiny Committee was also advised that the percentage of Carers' Needs Assessments carried out in 2011/12 was around 35.6% which is above the National Indicator target of 28%. However, social care teams are working hard to increase this figure as well as improving the quality of Assessments. One interesting conclusion which the Scrutiny Committee made was around awareness of services available to carers; it was felt that there were services available both from the Council and partners but these were not publicised to the maximum extent – the Scrutiny Committee recommended that a marketing

and communications strategy be explored to promote these services.

- 14.12** There has also recently been a comprehensive review of Carers Respite through a research project commissioned by the LINK and produced by Making Space. The Review report concludes that carers are not always clear how to access their Assessments and Care Plans and some carers are unclear as to whether or not they are eligible for one or even if they have had one. The Making Space report makes a number of recommendations in relation to Carer Assessments and provision of respite.

15.0 Transport

- 15.1** The issue of transport is an important one and has been considered in some detail in the Scrutiny Review of Residential Provision Task/Finish Group so is not addressed by this Review. However, one issue was highlighted by patients and carers at the Dementia Café, as they did not have their own private transport arrangements. A community transport service did transport people to the café but they were dropped off at 9.30 am and then collected at 11.30 am whereas the cafe ran from 10.00 am – 12 noon. This difficulty with transport services was reiterated at a further meeting of the Group when carers expressed the view that the timings of the transport available were wrong and journeys were too long.
- 15.2** Supporting people to remain in their own homes is important. People want to remain in familiar surroundings for as long as they can and therefore it is important to focus on preventative measures to support this desire. People's health and well-being can be maintained for longer if they remain in their own homes or in the community rather than in some form of residential care. Assistive technology has an important role in this respect – there is a wide ranging amount of technological help, most of which is quick and easy and economical to install. People can access assistive technology without needing a social care assessment; therefore good information and promotion to signpost them to this help is very important so people can make informed choices and access good value support.
- 15.3** There is a vital role to support carers and the Group commends the findings of the Making Space report. It would like to be assured that the conclusions and recommendations are acted upon and urges the Scrutiny Committee to review the report and consider what action has been taken since its publication. It also recommends that the Scrutiny Committee receives regular updates on the Council's Carers Strategy and Implementation Plan.
- 15.4** The Group knows that support for carers is essential. It enables them to continue supporting their family member in their home environment which is best for the dementia sufferer in terms of their quality of life and slower deterioration. In addition it means they are less likely to require expensive services or financial support from the Local Authority. As Kate from Crossroads Care explained to the Group - carers are the cheap option!

16.0 Spending time in Hospital

- 16.1** Someone with dementia may need to spend time in hospital as a result of their dementia or for unrelated reasons. The Joint Commissioning Plan Dementia 2012 – 2013 includes recommendations to improve services in general hospitals and improve access and treatment in Accident and Emergency. The importance of dementia awareness has been brought to the Group's attention in relation to the triage stage. Staff in A and E need awareness of dementia especially when a patient is an older person and may be waiting to be seen without a relative or carer.
- 16.2** The Group visited Ward 18, Leighton Hospital which was an elderly care ward to see what kind of care was available to patients including those with dementia.
- 16.3** The Group heard that on admission to the ward, a comprehensive process was followed to ascertain information about the patient including completion of a form "Information about me to help you" which contained information about personal care needs, routines, eating and drinking needs and likes/dislikes as well as information about the person as an individual. This ensured that if a patient needed help with eating they would be put on the red plate scheme. Also, on admission an abbreviated mental status test was carried out using a nationally recognised tool. The Group was pleased to note that protected meal times were in operation and there was a volunteer feeding scheme as well to provide assistance with feeding. This arrangement accords with one of the recommendations of the Joint Commissioning Plan. Hot drinks were provided on a two hourly basis throughout the day and pictorial menus were used.
- 16.4** The Group observed that there were four side rooms available. The Ward environment utilised colour coding to assist patients with finding their way round. The hospital also used assistive technology such as movement sensors to support patients. An activity lounge contained a reminiscence area and interactive sessions were held. A recent initiative had included attendance by the Royal Northern College of Music who had performed unobtrusively in the background of the ward and this had been extremely well received; this was an approach commended by the Alzheimer's Society in their document "Singing for the Brain" which demonstrated the positive impact of music for people with dementia.
- 16.5** There appeared to be good clinical support and leadership on the ward. There was a named senior clinician with responsibility for patients with dementia and regular ward rounds by consultants took place. Hospital psychiatric services were now available 24 hours a day with most referrals responded to in accordance with emergency or urgent response time standards. The Community Psychiatric Nurse was welcome on the ward and the Alzheimer's Society attended regularly. The Group welcomed the role of the Integrated Discharge Team which included Hospital Trust and Local Authority staff with a specific role of Dementia Sister. The Group heard that this Team had had a positive impact and was liked by the ward staff who felt it

helped with continuity and transition. The ward would contact the Team once a patient was admitted so that discharge arrangements could begin to be considered as it was recognised that patients should be returned to their familiar environment as soon as possible.

- 16.6** The Group was pleased to hear that staff received mandatory training on dementia through various methods including through the Dementia Link Nurse. Dementia Care Guidelines were available on the hospital intranet. Staff had commented that they would like to receive more training and that there were practical difficulties in organising training due to the 12 hour shift patterns which did not allow for crossover times at shift changes. The Hospital Dementia Care Pathway Audit had identified the provision of education to ward staff about the Pathway as an action for the Dementia Nurses to undertake. The Group heard that 2 study days had been held at Cheshire Hospices' Education that had looked at end of life care and dementia for both palliative and dementia link nurses; these days were extremely well attended and evaluated. The Abbey pain tool was available to download from the Dementia Care Guidelines to assess pain in people with dementia who could not verbalise their needs. There were also excellent links to, and support from, the Hospital Macmillan Nurses and the Hospice.
- 16.7** The Group appreciated the welcome they received by staff on Ward 18 at Leighton Hospital and all the good work and initiatives to help older people on the ward.
- 16.8** The Group has also received some information from East Cheshire Hospital Trust who outlined that there was to be the creation of a 22 bed Elderly Care Unit with a specific focus on dementia including an assessment area for frail elderly patients such as those with dementia. The environment would be dementia friendly and red trays and protected meal times were to be introduced including volunteer helpers. There has been a focus on staff training with almost 80% of clinical staff having had dementia awareness training to date, 951 staff have completed a Dignity Work Book and an Admiral Nurse was in post one day a week to offer specialist advice, bespoke training and attendance at the Dementia Steering Group. The Trust followed the national Dementia Strategy and had joined the Dementia Improvement Community to audit and share best practice. The hospital also used "Forget-me-not" stickers to identify patients with dementia to the staff.
- 16.9** There is evidence of good practice at both Acute Hospitals and it appears that dementia training is a priority.
- 17.0 Extra Care Housing**
- 17.1** There is a variety of Extra Care Housing provision in existence in Cheshire East through various schemes some of which the Council has block contracts with (Registered Providers) and some that is solely private provision. Key features of the provision include a safe and secure garden area and communal areas including restaurant and gym facilities. There is also 24 hour support providing personal care, basic health care and support with activities

and practical tasks depending on level of need. The scheme utilises technology to provide added security. The schemes are suitable for people with differing needs resulting in a mixed community. The Extra Care Housing Project in Cheshire East aims to provide a number of additional homes in Poynton and Sandbach by 2014.

- 17.2** Extra Care Housing can be an alternative to residential or nursing care because it provides support in an individual's home, in a purpose built complex, through a range of on-site services and therefore can help prevent people's deterioration into more intensive and costly services. It enables people to live in a home environment rather than an institutional setting but with a good range of health and social care support available. There are activities available both social and active (such as a gym and exercise classes) to maintain mental wellbeing and physical fitness as well as restaurant facilities if people don't want to cater for themselves on occasion.
- 17.3** Members of the Group visited the provision at Willowmere in Middlewich; this development has apartments which can be bought (outright or through shared ownership) or rented, with the additional payment of a service charge. Apartments are spacious, mostly wheelchair accessible, with specifically designed shower rooms and ample space on the main corridors to park mobility scooters. There were various activities on offer, a gym and café. Members were told that personal care and practical support is available and a care manager will meet with residents to draw up a care plan. Although the Group note that this provision is expensive it is considered more appropriate for people with dementia.
- 17.4** This issue has also been looked at by the Scrutiny Review of Residential Provision who visited Beechmere in Crewe. That Group noted that there were a number of residents at Beechmere with particularly complex needs due to dementia and since residing there, their condition had improved. It was also commendable to note that there were relatively few referrals onto nursing homes as Beechmere staff were able to deal with all needs. That Scrutiny Group supported the Extra Care Housing approach although felt that a suitable mix of residents needs (low, medium and high) was not always achieved, and therefore financial savings were not always met. Also that Group felt that the schemes were often located in out of town situations which could prove isolating and did not promote integration into the community. That Group felt that such schemes need to be embedded in the local community, affordable and small enough to be personal. This Group echoes this view although the facility which it visited at Willowmere, did appear to interact well with the local community and was located in the middle of a residential area therefore did not appear isolated.
- 17.5** Members support Extra Care Housing provision, taking into account the findings of the Residential Provision Review as well. This type of provision enables people to remain independent but with support systems in place based on individual need. The environment is extremely pleasant and a wide range of activities are on offer. As the older population increases some form of supported housing provision will continue to need to be offered. The Group

Adult Social Care and Health Scrutiny Committee

endorses the findings of the Residential Provision Scrutiny Task/Finish Group and recommends that appropriate supported housing provision will continue to be provided to meet the growing older population.

18.0 The role of the Voluntary sector

18.1 There is an important role for the voluntary sector in helping older people and people with dementia. The Group heard evidence from Age UK, the Alzheimer's Society and Crossroads Care.

18.2 Age UK Cheshire provides a diverse range of care and support services to promote the well being of all older people in Cheshire. Services on offer include advocacy, day services, Fit as a Fiddle (helping older people to remain active), Men in Sheds (for older men who feel isolated or are experiencing major life changes), mentoring (a free, confidential and impartial support to people over 65 who are finding it hard to manage their personal finances). There are a number of day centres available for people with dementia; Age UK has worked in partnership with the Council in the provision of the Dementia Advisor service and the Demenshare website.

18.3 The Alzheimer's Society explained that due to an increase in people being diagnosed with dementia at an earlier age, a reassessment of the services available was underway. An Early Onset Project had been introduced to reflect this increase including developing social activities and a dementia café specifically for a younger age group.

18.4 Financing was a concern as less than half of the services provided by the Alzheimer's Society were funded meaning the remainder needed to be raised through local fund raising. To date the service had never turned people away but was working to capacity. The national organisation tended to concentrate on research, campaigns and backroom support; money spent locally was raised locally. As numbers of people with dementia continue to rise the demand for the services of the Alzheimer's Society would inevitably grow.

18.5 In relation to diagnosing the disease, a view expressed was that early diagnosis would only be of assistance if the relevant drugs were available to help. NICE was currently campaigning for a drug to be reinstated that had fewer side effects. It was felt that there was still a stigma around the disease leading to people trying to cover up their symptoms and it was not unusual for partners of sufferers to play down the severity of the problems resulting from dementia. It was explained that this could make assessments difficult. In speaking to Carers the Group was told that assessments took too long to be carried out leading to delays in receiving a care package. They also felt that there were not consistent discharge procedures to discharge dementia patients from hospital.

19.0 Costs of dementia

19.1 At the start of the Review, the Group received figures on the numbers and cost of care for people with dementia in Cheshire East - 418 people

diagnosed with dementia in Cheshire East received a direct payment/individual budget; 383 people diagnosed with dementia received day care and 684 people had been diagnosed with dementia and were in residential or nursing care. The Group sought information on the numbers of people who had previously been able to afford the cost of their own care but were then having to turn to the Authority for financial support. The Group was advised that at December 2010, 92 people diagnosed with dementia were now having their care paid for by the Council (having been previously self funding) and this was at a cost of £2.3 m - £25000 per person; it was likely that this situation would increase with more people having to call on the resources of the Authority to support them in their care.

19.2 Information from the Joint Strategic Needs Assessment notes the accelerating costs of dementia care as need for more intensive services increases:

- People in the community with mild dementia - £14,540 per year;
- People in the community with moderate dementia - £20,355 per year;
- People in the community with severe dementia - £28,527 per year;
- People in care homes - £31,267.

19.3 This is clearly of concern as these costs can only rise as increasing numbers of people are diagnosed with dementia. It is essential that services are cost effective and that finance is targeted at prevention to improve people's quality of life and prevent for as long as possible, deterioration into more extensive and expensive services.

19.4 The issue of self funder migration has been fully explored in the Residential Provision Scrutiny Review and a number of suggestions made as to how this complex issue could be addressed. This Group endorses their findings.

20.0 Preparing for the future

20.1 Members discussed the importance of helping older people to put their affairs in order and were advised about the Living Wishes scheme – this was a list of wishes that included sorting out a will, arranging Power of Attorney etc, from which the person would chose 10 – 15 that would build up their own Care Programme. This approach is commended as a proactive way of getting people to think about the future and their potential needs and wishes.

21.0 Conclusions

- 21.1** Dementia is a major issue that affects an increasing number of individuals. As well as the personal cost of suffering and deterioration affecting individuals and their families, there is a financial cost too. Awareness of dementia is vital so that people can look out for the signs and symptoms at an early stage and start to make any necessary preparations. People's outcomes are better if they can be cared for in their own familiar environment and remain with people they know and care about. Therefore, preventative and supportive facilities are vital. Support to carers is essential as, without carers providing vital support at little or no cost, the Authority and voluntary sector would need to fill in the gaps in provision, which would be more costly and less helpful for the individual dementia sufferer.
- 21.2** The Group commends the services it has visited – day centres, Dementia Café, Community Support Centres, Acute Hospital. The voluntary sector has an important role in supporting individuals and their families but must have sufficient support to continue its vital role.
- 21.3** The cost of dementia is of great concern particularly with the increase in the older population in Cheshire East. It is vital that preventative services are available and widely known about, particularly when they are relatively inexpensive and easy to install, such as Assistive Technology. It is also important that people get good guidance about managing their finances to enable them to get the best use of their money for as long as possible, should the need arise. Information about dementia is important so as to enable forward planning of services and provision and in this regard work must be undertaken with GPs through the Clinical Commissioning Groups to get a useful picture.
- 21.4** As this Scrutiny Review progressed, the Joint Commissioning Plan was published and latterly, the Ageing Well in Cheshire Programme – a plan for people aged 50 and over. These are both important initiatives and it is recommended that the Scrutiny Committee reviews both on a regular basis.
- 21.5** Although there are many challenges as the population ages and dementia cases rise, there has been a great deal of good work and many good services which is to be commended and encouraged.

22.0 Recommendations:

- (1) That all opportunities to raise awareness of dementia be developed both by the Council and partners including wide distribution of the “Worried about your Memory?” leaflet produced by the Alzheimer’s Society, resourcing and promotion of the Demenshare website and introduction of the dementia kitemark;
- (2) That integrated working is encouraged and supported through the use of SMART teams and joint working with the Acute providers such as the Integrated Discharge Team, Leighton Hospital. In this respect the Scrutiny Committee should review the effectiveness of the Joint Commissioning Plan Dementia 2010 – 2013;
- (3) That the Health and Wellbeing Board work with partners to improve levels of diagnosis of dementia;
- (4) That the role of Dementia Advisors be reviewed 12 months after implementation to assess their effectiveness and ensure adequate future funding is made available;
- (5) That preventative services are promoted widely, as they are often simple and cost effective ways of maintaining health and wellbeing and preventing deterioration into more extensive and costly services – for example Assistive Technology has an important role for both users and carers;
- (6) The Scrutiny Committee should regularly review the Carers Strategy and Implementation Plan as well as receiving an early report on action taken following the findings of the Carers Respite report produced by Making Space;
- (7) The Scrutiny Committee should receive and consider the outcomes of the Baseline Assessment Review of respite;
- (8) The Scrutiny Committee seeks assurances that Dementia Registers are held in primary care;
- (9) The specialist provision at Lincoln House, Crewe is commended and a similar facility should be provided in the north of the Borough and the facilities at Mountview should be upgraded;
- (10) The findings of the Residential Provision Scrutiny Review are taken into account, where relevant, when this Review is considered especially in relation to financial and transport issues; and
- (11) The outcomes of the Alzheimer’s Society pilot project ‘developing dementia friendly communities’, be evaluated as a potential for extension throughout Cheshire East. The towns in Cheshire East involved in the pilot scheme are Alsager and Knutsford.

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