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EXECUTIVE CABINET

Day: Wednesday
Date: 27 July 2022
Time: 1.00 pm
Place: Tameside One, Market Square, Ashton-Under-Lyne, OL6 6BH

Item No.	AGENDA	Page No
1.	APOLOGIES FOR ABSENCE To receive any apologies for the meeting from Members of the Executive Cabinet.	
2.	DECLARATIONS OF INTEREST To receive any declarations of interest from Members of Executive Cabinet.	
3.	MINUTES	
a)	EXECUTIVE CABINET To consider the Minutes of the Executive Cabinet held on 22 June 2022.	1 - 12
b)	STRATEGIC COMMISSIONING BOARD To receive the Minutes of the meeting of the Strategic Commissioning Board held on 22 June 2022.	13 - 18
c)	STRATEGIC PLANNING AND CAPITAL MONITORING PANEL To consider the Minutes of the meeting of the Strategic Planning and Capital Monitoring Panel held on 18 July 2022 and approve the recommendations arising from the meeting as follows: 2021/22 CAPITAL OUTTURN REPORT To NOTE: (i) The outturn position for 2021/22 as set out in Appendix 1 to the report, (ii) The funding position of the approved Capital Programme as set on page 9 of Appendix 1 to the report; (iii) The changes to the Capital Programme as set out on page 10 in Appendix 1 to the report; and (iv) The updated Prudential Indicator position set out on pages 11-12 of Appendix 1 to the report, which was approved by Council in February 2021. That EXECUTIVE CABINET be RECOMMENDED to APPROVE: (v) The re-profiling of budgets into 2022/23 as set out on page 4 of	19 - 24

From: Democratic Services Unit – any further information may be obtained from the reporting officer or from Carolyn Eaton, Principal Democratic Services Officer, to whom any apologies for absence should be notified.

Appendix 1 to the report.**ADULTS CAPITAL PLAN UPDATE****To NOTE:**

- (i) The progress updates against Adults' capital projects; and**
- (ii) Tameside's DFG allocation for 2022/23 of £2,849,319.**

That EXECUTIVE CABINET be RECOMMENDED to APPROVE:

- (iii) permission to spend Tameside's DFG allocation for 2022/23 of £2,849,319 as part of the Adults Capital Programme.**

EDUCATION CAPITAL PLAN UPDATE**To NOTE:**

- (i) The 2022/23 Basic Need Grant is updated in the capital programme for the additional allocation £428,782 as detailed in paragraph 2.3.**
- (ii) The proposed changes to return (£491,470) of Basic Need funding as detailed in paragraph 2.4.**
- (iii) The addition of £345,072 of the 2022/23 School Condition grant from government is updated and added to the capital programme as per paragraph 2.8.**
- (iv) The addition of £325,284 2022/23 Devolved Formula Capital grant to the capital programme as detailed in paragraph 2.12.**
- (v) The addition of £3,704,000 2022/23 and £3,521,623 2023/24 High Needs Provision grant funding to the capital programme as detailed in paragraph 2.16.**
- (vi) The addition of £137,000 contribution from St Anne's Denton Primary as detailed paragraph 4.19.**

That EXECUTIVE CABINET be RECOMMENDED to APPROVE:

- (i) The proposed changes to add £627,530 of School Condition funding to the programme as detailed in paragraph 2.9.**
- (ii) That the underspends on Oakfield and Greenside Primaries of £6,140 are reallocated against the overspend of £6,200 on Cromwell School, which will leave a net shortfall of £60 to be funded**
- (iv) The proposed changes to add £260,800 of High Need Provision funding to the programme as detailed in paragraph 2.17.**

PLACE CAPITAL PROGRAMME – PROPERTY, DEVELOPMENT AND PLANNING**To note:**

- (i) The progress with regard to the schemes within the Place Capital Programme as set out in the report; and**
- (ii) That £339,935 of Corporate Landlord Capital Expenditure financed from the approved Statutory Compliance budget has been spent, as detailed in Appendix 3 to the report.**

Item No.	AGENDA	Page No
	<p>That EXECUTIVE CABINET be RECOMMENDED to APPROVE:</p> <p>(iii) The Mayors Challenge Fund (MCF) and Active Travel Fund (ATF) phasing strategy and consultation plans for the walking and cycling schemes listed in Tables 4 and 5 of the report, to allow the required Business Cases to be completed and submitted to TfGM for approval to secure the necessary external grant funding. It be note that a more detailed report will be presented at a future meeting evidencing the outcome from the consultation, estimated scheme costs and proposed funding packages; and</p> <p>(iv) The drawdown of funds (£412,800) in respect of the S106 agreement for the former Robertsons site in Droylsden and add to the Council's Capital Programme to allow the detailed design and estimates for various associated highway works and the procurement of identified TfGM signal improvements (section 3.4 of the report refers).</p>	
d)	<p>ENVIRONMENT AND CLIMATE EMERGENCY WORKING GROUP</p> <p>To receive the Minutes of the Environment and Climate Emergency Working Group held on 15 June 2022.</p>	25 - 30
4.	<p>CONTRACT PROCEDURE RULES</p> <p>To consider the attached report of the First Deputy (Finance, Resources and Transformation) / Director of Finance.</p>	31 - 68
5.	<p>SUPPLEMENTAL SUBSTANCE MISUSE TREATMENT AND RECOVERY GRANT 2022/23, 2023/24 AND 2024/25 – 3 YEARS FUNDING</p> <p>To consider the attached report of the Executive Member (Health) / Director of Population Health.</p>	69 - 84
6.	<p>REDUCED PARENTAL CONFLICT GRANT</p> <p>To consider the attached report of the Deputy Leader (Children and Families) / First Deputy, Finances, Resources and Transformation / Assistant Director, Early Help and Partnerships.</p>	85 - 140
7.	<p>REGIONALLY IMPORTANT GEOLOGICAL AND GEOMORPHOLOGICAL SITES (RIGGS) UPDATE</p> <p>To consider the attached report of the Executive Member, Planning Transport and Connectivity / Interim Director of Place.</p>	141 - 148
8.	<p>URGENT ITEMS</p> <p>To consider any additional items the Chair is of the opinion shall be dealt with as a matter of urgency.</p>	
9.	<p>DATE OF NEXT MEETING</p> <p>To note that the next meeting of the Executive Cabinet is scheduled to take place on Wednesday 24 August 2022.</p>	

From: Democratic Services Unit – any further information may be obtained from the reporting officer or from Carolyn Eaton, Principal Democratic Services Officer, to whom any apologies for absence should be notified.

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EXECUTIVE CABINET

22 June 2022

Commenced: 2.00pm

Terminated: 2.30pm

Present: Councillors Cooney(Chair), Choksi, Fairfoull, Feeley, Jackson, Sweeton, Taylor and Ward

In Attendance:

Sandra Stewart	Chief Executive
Kathy Roe	Director of Finance
Stephanie Butterworth	Director of Adult Services
Alison Stathers-Tracey	Director of Children's Services
Nick Fenwick	Interim Director of Place
Jess Williams	Director of Commissioning
Debbie Watson	Interim Director of Population Health
Sarah Threlfall	Director of Transformation
Caroline Barlow	Assistant Director of Finance
Emma Varnam	Assistant Director, Operations & Neighbourhoods
Jordanna Rawlinson	Head of Communications

Apologies for absence: Councillors: Kitchen, North and Wills

1. DECLARATIONS OF INTEREST

There were no declarations of interest submitted by Cabinet Members.

2. MINUTES OF EXECUTIVE CABINET

RESOLVED

That the Minutes of the joint meeting of the meeting of Executive Cabinet held on 27 April 2022 be approved as a correct record.

3. MINUTES OF STRATEGIC COMMISSIONING BOARD

RESOLVED

That the Minutes of the meeting of the Strategic Commissioning Board held on 27 April 2022 be noted.

4. MINUTES OF EXECUTIVE BOARD

RESOLVED

That the Minutes of the meeting of Executive Board held on 13 April 2022 be noted.

5. 2021/22 REVENUE OUTTURN REPORT

Consideration was given to a report of the First Deputy, Finance, Resources and Transformation / Lead Clinical GP / Director of Finance. The report was the final report for the 2021/22 financial year which detailed actual expenditure to 31 March 2022.

It was reported that, at the end of another unusual and challenging financial year for the Strategic Commission and ICFT, the final outturn position on 2021/22 budgets presented a broadly balanced position, with a small overspend on Council Budgets). CCG budgets represented a break even position, while the ICFT had delivered a small surplus. Given the significant pressures and challenges that had been faced over the last 12 months, this position was a significant achievement.

Longer term financial outlooks remained a cause for concern, contending with the aftermath of the pandemic at the same time as addressing an underlying financial deficit and implementing significant organisational change across the NHS. The national and global economic conditions, with increasing inflationary pressures across a number of areas, presented significant financial risk for a number of Council budgets.

Appendix 1 to the report summarised the integrated financial position on revenue budgets as at 31 March 2022. The final outturn position presented a broadly balanced position, with a small overspend of £131k on Council Budgets. CCG budgets had achieved a balanced position with nil variance against budget. The final outturn position was net of a range of significant under and over spends across a number of service areas. Further detail on budget variances, savings and pressures, was included in appendix 2 to the report.

It was further explained that The CCG would cease to exist as a statutory body in June, with commissioning responsibilities for Tameside patients transferring to Greater Manchester Integrated Care Board, while Glossop moved into the Derby & Derbyshire system. Precise operational arrangements to support this change were still under development and future iterations of this report would need to adapt to support new governance arrangements, whilst continuing to provide insight into the integrated financial position across the Tameside locality.

Appendix 3 to the report provided an update on Council Tax and Business Rates collection performance and the year-end position on the Collection Fund.

Appendix 4 to the report provided an update on the Dedicated Schools Grant (DSG). The 2021/22 cumulative deficit on DSG was £3.243m, mainly as a result of the continued pressure on High Needs. The Council was facing significant pressures on High Needs funding and started the 2020/21 financial year with an overall deficit on the DSG reserve of £0.557m. The 2021/22 cumulative deficit on DSG was £3.243m, mainly as a result of the continued pressure on High Needs but partly offset by surpluses on the other funding blocks. Under DfE regulations the authority had produced a deficit recovery plan which had been submitted to the DfE outlining how it was expected that the deficit be recovered and spending managed over the next 3 years.

Appendix 5 to the report summarised the write-offs of irrecoverable debts for the period 1 January to 31 March 2022.

RESOLVED

- (i) That the outturn position as set out in Appendix 1 to the report, be noted;**
- (ii) That the significant variations and pressures facing Budgets as set out in Appendix 2 to the report, be noted;**
- (iii) That the reserve transfers detailed on pages 38-43 of Appendix 2 to the report, be approved;**
- (iv) That the outturn position on the Collection Fund be noted;**
- (v) That the outturn position in respect of Dedicated Schools Grant as set out in Appendix 4 to the report, be noted; and**
- (vi) That the write off of irrecoverable debts set out in Appendix 5 to the report, be approved.**

6. 2021/22 TREASURY MANAGEMENT OUTTURN

Consideration was given to a report of the First Deputy, Finance, Resources and Transformation / Director of Finance setting out the Treasury Management activities for the financial year 2021/22.

The report provided an overview of the Treasury Management activities of the organisation over the last 12 months. At year end, the total investment balance was £144m and total long term borrowing was £141m.

It was explained that the current strategy was designed to ensure that borrowing costs were kept low over the longer term, rather than subject to volatility that a high risk strategy might deliver. Where investments were involved, the policy was to ensure the security of the asset rather than pursue the highest returns available.

In summary, due to a combination of strong investment returns and borrowing being taken up at a time of favourable interest rates, there had been an overall saving on the Council's borrowing costs of £699,000 and interest earned on day-to-day investments of £667,000. This exceeded the benchmark LIBOR / LIBID indicators by £334,000. As a result of successful and prudent Treasury Management activity, additional funds were now available to be invested in Council services.

RESOLVED

- (i) That the treasury management activities undertaken on behalf of both Tameside MBC and the Greater Manchester Metropolitan Debt Administration Fund (GMMDAF), be noted; and**
- (ii) That the outturn position for the prudential indicators in Appendix A to the report, be noted.**

7. 2021/22 CAPITAL OUTTURN REPORT

The First Deputy, Finance, Resources and Transformation / GP Clinical Lead / Director of Finance submitted a report summarising the outturn at 31 March 2022. The detail of the monitoring report was focused on the budget and forecast expenditure for fully approved projects in the 2021/22 financial year.

Members were advised that the approved budget for 2021/22 was £32.198m (after re-profiling approved at Period 10 Monitoring) and outturn for the financial year was £24.651m. There were additional schemes that had been identified as a priority for the Council, and, where available, capital resource had been earmarked against these schemes, which would be added to the Capital Programme and future detailed monitoring reports once satisfactory business cases had been approved by Executive Cabinet.

Service areas had spent £24.651m on capital investment in 2021/22, which was £7.547m less than the current capital budget for the year. This variation was spread across a number of areas, and was made up of a number of over/underspends on various schemes (£1.560m) and the re-profiling of expenditure in other areas (£5.987m), due to delays on a number of schemes.

Detailed capital update reports for each Directorate area were included on the agenda of the Strategic Planning and Capital Monitoring Panel (SPCMP). The report provided a summary of the financial position against the overall programme but further details on scheme delivery could be found in the Directorate reports to SPCMP.

RESOLVED

- (i) That the outturn position for 2021/22 as set out in Appendix 1 to the report, be noted;**
- (ii) That the re-profiling of budgets into 2022/23 as set out on page 4 of Appendix 1 to the report, be approved;**
- (iii) That the funding position of the approved Capital Programme as set on page 9 of Appendix 1 to the report, be noted;**
- (iv) That the changes to the Capital Programme as set out on page 10 in Appendix 1 to the report, be noted; and**
- (v) That the updated Prudential Indicator position set out on pages 11-12 of Appendix 1 to the report, which was approved by Council in February 2021, be noted.**

8. CORPORATE PLAN SCORECARDS UPDATE, JUNE 2022

Consideration was given to a report of the Executive Leader / CCG Co-Chairs / Director of Transformation in respect of the Corporate Plan Scorecards (as appended to the report) providing evidence to demonstrate progress towards achievement of the Corporate Plan and improving the services provided to residents, businesses and key stakeholders within the locality.

The outcomes scorecard, which contained long term outcome measures that tracked progress to improve the quality of life for local residents, was attached to the report at Appendix 1.

Appendix 2 to the report, was the Tameside Policy & Performance Framework for the organisation, under which the scorecards operated. The framework clearly set out the different elements that contributed towards the achievement of the Corporate Plan priorities.

RESOLVED

That the contents of the report, scorecard Appendix 1, and the Tameside Policy & Performance Framework at Appendix 2 be noted, and that the next quarterly update to Board and to Executive Cabinet be agreed.

9. SEND WRITTEN STATEMENT OF ACTION – HEALTH FUNDING REQUIREMENTS

The Executive Member, Health / Executive Member, Education and Achievement / GP Clinical Lead / Director of Commissioning submitted a report, which outlined the critical remedial action that the Tameside integrated health and care system was taking to address the ten areas of significant weakness identified following the SEND local area inspection that took place during October 2021 and the requirement to submit a Written Statement of Action (WSOA) to OFSTED.

It was explained that, out of the ten areas of significant weakness, three were of particular focus in relation to integrated health and care provision:-

- The endemic weaknesses in the quality and, due to the pandemic, timeliness of EHC plans, which lead to poor outcomes for children and young people with SEND across education, health and care;
- The high level of dissatisfaction among parents and carers with the area's provision; and
- The unreasonable waiting times, which lead to increased needs for children and young people and their families.

In relation to addressing the unreasonable waiting times, which lead to increased needs for children and young people and their families; and the endemic weaknesses in the quality and, due to the pandemic, timeliness of EHC plans, which lead to poor outcomes for children and young people with SEND across education, health and care, further investment was required.

The services commissioned specifically in relation to these areas of weakness in the SEND Inspection were:- Therapies (Speech and Language, Occupational Therapy, Physiotherapy), provided by ICFT; Child and Adolescent Mental Health Services (CAMHS) and the neurodevelopmental diagnosis pathway, provided by PCFT.

In 21/22 and 22/23 additional investment of £1,421,537 had been earmarked for CAMHS and the Neurodevelopmental pathway. A mobilisation plan was being implemented that would see an improvement in waiting times and timeliness and quality of the EHC Plans for these service areas.

In relation to the Therapies provision further investment was urgently required. Since 2008 there had been no additional resource provided to take account of the legislative reform of the Children & Families Act and no amendments to contracts or service specifications had taken place.

The impact of the COVID 19 pandemic had meant that the situation in relation to waiting lists was now urgent as they had increased further and as a result, the impact on Tameside families had been

significant.

With increasing demands and pressures on the service, key challenges remained and as highlighted in the Inspection report it was now characterised by:-

- Demand on the services outstripping capacity; EHCP numbers had increased threefold in recent years to a current level of 2174;
- Ever-increasing waiting times; and
- A need to update processes and procedures to ensure a more responsive and effective service for Tameside families.

The ICFT currently provided these services across Tameside and were best placed to deliver the integrated service required. The additional investment would expand the existing provision and utilise existing pathways, management structures and infrastructure.

In relation to addressing the high level of dissatisfaction among parents and carers with the area's provision and ensure that a service was provided to support Tameside families on their journey through the integrated system and ensure that it is a positive experience, funding was required to support Tameside's Parent Carer Forum. The SEND Code of Practice stated an expectation that funding would be made available for the local Parent/Carer forum. To widen the scope and service of the Parent Carer Forum would require a contribution of circa £40,000 per annum.

In order to implement the written statement of actions, a Programme Implementation Team would need to be mobilised. The team would ensure that the investment requirements, as outlined in the report, provided value for money and that there was appropriate oversight and reporting of SEND requirements. An estimated cost for this level of support was £150,000 for the first year.

RESOLVED

- (i) That an immediate investment of £410,000 be approved, to enable the immediate recruitment of 50% of the specialist children's therapists and a commitment to a further £410,000 whilst a permanent long-term sustainable solution is fully developed;**
- (ii) That a contribution of £40,000 p.a. be approved, to widen the scope and service of Tameside's Patient Carer Forum to address the weaknesses identified by the Inspection; and**
- (iii) That the recruitment of an interim dedicated programme support be approved, to ensure effective implementation and performance monitoring of the Written Statement of Action and ensure the integrated system is compliant with its statutory duties.**

10. NOMINATION OF A PLACE LEAD FOR HEALTH AND CARE INTEGRATION

A report was submitted by the Executive Member, Health / CCG Co-Chair / Director of Commissioning explaining that the role of a single responsible Place Lead for Integrated Care was a core feature of Greater Manchester's development as an integrated care system. The report outlined the proposed nomination and appointment process to the role in Tameside.

It was explained that the Greater Manchester Health and Social Care Partnership (GMHSCP) issued the Accountability Framework for the Place Lead for Health and Care 17 March 2022. The framework requested that each locality identified a new role as part of NHS GM Integrated Care arrangements, this would be known as a Place Lead for Health and Care Integration. The Place Lead would ensure that Tameside remained a strong and influential component part of the Greater Manchester Integrated Care System.

The Place Lead for Health and Care Integration would be responsible for driving the local integration of health and social care and connecting that to wider public services to address the social determinants of health, with the purpose of improving health outcomes, improving the quality of care, reducing health inequalities and maximising the value of public resources.

Noting that the GM accountability framework set out that within each locality the Council would remain the place leader. The nomination process was to establish the Place Lead for Health and Care Integration via one of three options:

Option 1: The Local Authority Chief Executive. As the Place Lead for Health and Care Integration forms part of the Local Authority Chief Executive's role they would need to be supported by a senior officer who would also be a member of the ICB locality team. This was anticipated to be an existing Tameside CCG executive. The Place Lead for Health and Care Integration would hold dual accountability to the Tameside Strategic Partnership Board and the Chief Executive of NHS GM Integrated Care. This would require a contract of employment with both NHS GM Integrated Care and Tameside Council.

Option 2: An individual employed by NHS Greater Manchester Integrated Care Board. A full-time role with the responsibility for delivering the requirements of the accountability framework. Fully employed by NHS GM Integrated Care with dual accountability to the GM Integrated Care Chief Executive and Tameside Council Chief Executive via the place-based board. The post holder would be the head of the locality team.

Option 3: Bespoke locality arrangements. If Tameside partners had alternative proposals from the options set out in the accountability framework a clear rationale should be provided which described and justified the difference and evidenced the full involvement and support of Tameside Council and other locality partners.

Members were advised that Option 1: Nomination of the Local Authority Chief Executive was endorsed at the Shadow Tameside Strategic Partnership Board April 2022 and by Tameside and Glossop CCG Governing Body. The nomination would be submitted to NHS GM Integrated Care for ratification.

RESOLVED

That the essence of the arrangement continue and that the Chief Executive of Tameside Council be nominated as the Tameside Place Lead for Health and Care Integration.

11. STALYBRIDGE LUF BID

Consideration was given to a report of the Executive Member, Business and Employment / Director of Place seeking approval for the submission of a bid by Tameside Metropolitan Borough Council to the Levelling Up Fund Round 2 for Stalybridge Town Centre.

It was explained that the Council had identified Stalybridge Town Centre, as one of its priority areas to deliver the objectives of the Tameside Inclusive Growth Strategy 2021-26 in making town centres hubs for living, culture, employment and services supporting a sustainable retail sector. Stalybridge Town Centre was selected as Tameside's focus for the GM Mayor's Town Centre Challenge in 2018. Initial work to plan and progress the delivery of Stalybridge's Town Centre Challenge was co-ordinated by the Stalybridge Town Centre Challenge (STCC) Board and the Stalybridge Town Centre Challenge Action Plan – Our Place Our Plan which set out the aspirations for the town centre.

In September 2019 it was announced that the Stalybridge High Street Heritage Action Zone (HSHAZ) had secured a £1,275,000 grant from Historic England with £1,275,000 match funding from the Council. The HSHAZ was helping to regenerate areas of the town centre and restore the town's local historic character including delivery of the Heritage Walk to provide connectivity and improve safety along Market Street and repairs to the Civic Hall to future proof this historic building.

Funding of £360,000 had been secured from the Brownfield Homes Fund to enable the redevelopment of 24 new apartments at the Stalybridge Police Station site. This would remove a derelict brownfield site in the centre with new residents able to live in the core of the town centre, to support the town's retail, culture and leisure offering. It should be noted that this would not be a capital scheme managed by the Council and the Council would therefore not receive the aforementioned Brownfield Homes

Fund grant.

In July 2021 the Council launched an early evening street food and drink market, offering a wide array of hot food, drinks, family entertainment, and live music. The events had drawn thousands of visitors to the town, with significant local economic, social and environmental benefits. Launched on a six month trial basis using money the Council secured from the Welcome Back Fund, due to the success of the event, the Council had agreed to continue the event in 2022.

The Stalybridge Action Plan identified the need to determine the future role of Stalybridge Bus Station and consider the potential for its relocation into a more appropriate location. The Council had now commenced work on the Stalybridge Interchange Options Study, utilising £100,000 secured from TfGM, to develop options for a potential new transport interchange (bus and rail) in and around the existing rail station, linked to the wider programme of regeneration in the Town Centre.

In January 2022, the Council was successful with a Town of Culture bid to GMCA, which had secured an additional £50,000 to support a programme of cultural activity in Stalybridge during 2022. This would enable Stalybridge to build on its existing vibrant programme of cultural activity and bring further exciting opportunities for residents and visitors as well as a lasting legacy for the town, working in partnership with The Bridge Cultural Consortium. These would tie in with existing cultural highlights in the town, such as the monthly Street Fest event.

A bid to the Fund had been prepared for Stalybridge Town Centre in the context of an emerging wider strategic vision for the Town, consistent with the Council's emerging Tameside Town Centres Framework, supporting existing and planned investment. This would in turn help to deliver a catalytic economic and social impact to the local community.

This bid had been developed to build on the unsuccessful bid to the Fund for Stalybridge made in Round 1. While the Round 1 bid was not successful, the feedback received had suggested that had the submission been worked up further in delivery terms, it would have secured a higher scoring

An internal Council cross service working group had been established to focus on the coordination and development of the bid led by the Place Directorate. In the preparation of the detailed bid a range of local stakeholders were being consulted to support the strategic case for investment. This internal team had been supported by specialist external advice from Arup that had been procured via STAR procurement as part of a competitive tender process.

The bid to the Fund had been designed to be an economic driver that delivered a genuine levelling up opportunity supporting national, GM and Tameside strategic policies. Contributions would accrue from enhancing sustainable travel and the continued regeneration of Stalybridge as a modern hub that more effectively serves its local catchment.

The draft bid for Stalybridge was focused enabling infrastructure to bring forward vacant sites for redevelopment, public realm and active travel improvements, and the delivery of the Stalybridge 'Cultural Quarter' at the Civic Hall and Ashley Cheetham Art Gallery. This would help the Town Centre to reach its full potential and deliver further comprehensive regeneration, attracting additional investment.

It was further explained that the bid was supported by match funding that the Council had successfully secured via the HSHAZ of £2,550,000, to help regenerate areas of the Town Centre and restore the local historic character. This scheme was included in the Council's capital programme. There was further investment via the £360,000 Brownfield Homes Grant for the Stalybridge Police Station site.

The bid provided a significant opportunity in bringing all of the above together as part of a comprehensive emerging vision for Stalybridge which would seek to capitalise on and develop further the growing evening economy in the Town Centre and further explore the full potential of Council assets, such as the Town Hall, to provide a wider mix of uses.

The Council was required to submit its bid to the Levelling Up Fund for Stalybridge Town Centre by the deadline of 6 July 2022. There would be significant competition for the Fund across England and funding requests would be far in excess of funding availability with bids assessed as part of Green Book process/appraisal criteria. The Council would finalise a robust and deliverable bid for submission to the Fund for Stalybridge Town Centre based on the contents of the report. A further update would be provided once successful bids to the Fund were announced in Autumn 2022.

RESOLVED

- (i) It be agreed that a bid to the Levelling Up Fund for Stalybridge Town Centre is submitted from Tameside Metropolitan Borough Council by the deadline of 6 July 2022; and**
- (ii) It be agreed that the Director of Place finalise the bid in consultation with the Executive Member (Business and Employment) and Director of Finance.**

12. DENTON LUF BID

Consideration was given to a report of the Executive Member, Business and Employment / Director of Place seeking approval for the submission of a bid by Tameside Metropolitan Borough Council to the Levelling Up Fund Round 2 for Denton Town Centre.

It was explained that The Council had identified Denton Town Centre as one of its growth priorities, supporting delivery of the Tameside Inclusive Growth Strategy 2021-26 in making town centres hubs for living, culture, employment and services supporting a sustainable retail sector.

Denton Town Centre had benefited from significant investment in recent years, including delivery of the Tameside Wellness Centre, new housing development and the growth of the evening economy. Despite this investment, the Town Centre was being impacted by national market trends in the retail sector, increasing cost pressures on businesses, the poor condition and/or underutilisation of prominent buildings, varying quality of public realm and a disconnection between key assets.

A bid to the Fund had been prepared for Denton Town Centre in the context of an emerging wider strategic vision for the Town, consistent with the Council's emerging Tameside Town Centres Framework, supporting existing and planned investment. This would in turn help to deliver a catalytic economic and social impact to the local community.

An internal Council cross service working group had been established to focus on the coordination and development of the bid led by the Place Directorate. In the preparation of the detailed bid a range of local stakeholders were being consulted to support the strategic case for investment. The internal team had been supported by specialist external advice from Arup that has been procured via STAR procurement as part of a competitive tender process.

The bid to the Fund had been designed to be an economic driver that delivered a genuine levelling up opportunity supporting national, GM and Tameside strategic policies. Contributions would accrue from enhancing sustainable travel and the continued regeneration of Denton as a modern hub that more effectively served its local catchment.

The draft bid for Denton was focused on public realm and active travel to further strengthen the links across the town centre. This would also ensure all of the benefits from the significant new investment and development that was taking place in Denton such as new residential development at Crown Point and the new Denton Wellness Centre, were fully captured. Further capital investment was also sought at Festival Hall and Denton Town Hall to provide enabling infrastructure that made best use of the Council's estate. This would help the Town Centre to reach its full potential and deliver further comprehensive regeneration, attracting additional footfall and investment.

It was further explained that the bid was supported by match funding that the Council had been successful in securing via the £300,000 Brownfield Homes Grant for the former Denton Baths site in 2021/22 and investment from TfGM of £1,950,000 via the Active Travel Fund for the Crown Point A57

scheme providing an improved environment for walking and cycling. This sum was expected to be confirmed in the current financial year.

The bid provided a significant opportunity in bringing all of the above together as part of a comprehensive emerging vision for Denton which would seek to capitalise on and develop further the growing evening economy in the Town Centre and further explore the full potential of Council assets, such as the Town Hall, to provide a wider mix of uses.

The Council was required to submit its bid to the Levelling Up Fund for Denton Town Centre by the deadline of 6 July 2022. There would be significant competition for the Fund across England and funding requests would be far in excess of funding availability with bids assessed as part of Green Book process/appraisal criteria. The Council would finalise a robust and deliverable bid for submission to the Fund for Denton Town Centre based on the contents of the report. A further update will be provided once successful bids to the Fund were announced in Autumn 2022.

RESOLVED

- (i) It be agreed that a bid to the Levelling Up Fund for Denton Town Centre is submitted from Tameside Metropolitan Borough Council by the deadline of 6 July 2022; and**
- (ii) It be agreed that the Director of Place will finalise the bid in consultation with the Executive Member (Business and Employment) and Director of Finance.**

13. CIVIC EVENTS REPORT 2022

A report was submitted by the Executive Member, Town Centres and Communities / Assistant Director, Operations and Neighbourhoods setting out the programme of events and activities for 2022.

It was explained that the civic events programme spanned a full 12 months of a calendar year and featured the key events:

- Whit Friday Brass Band Contest,
- Armed Forces Day,
- Remembrance Services and Parades; and
- Corporate lantern parade and town Christmas switch on events.

Full details were provided for each of the above in the report.

Further details were also provided of annual events of national or local significance which the Events Panel proposed that the Council marked corporately and or through community engagement activity, such as Pride.

Additional cultural events and activities were also highlighted as follows:

- Summer Theatre;
- Summer Reading Challenge; and
- Tameside Heritage Month.

RESOLVED

- (i) That the plans for Whit Friday be noted;**
- (ii) That the plans for Armed Forces Day be noted and agreed;**
- (iii) That the plans for Remembrance Sunday and the associated Services and Parades be noted and the proposal for additional recurrent revenue budget of £14,000 (sections 2.17 and 6.5 refers) be considered. It is recommended that a revenue budget of £14,000 is approved for the 2022/23 financial year only (via the Council's revenue contingency budget) pending a review of the Council's Medium Term Financial Plan. This review will determine availability of recurrent funding from 2023/24 for these events. This will then be subject to separate approval via the Council's 2023/24 budget report that will be presented to Members at the February 2023 Council meeting;**
- (iv) That the proposal relating to Tameside's corporate Winter Lantern Parade 2022 be**

- agreed;
- (v) That the dates for the Town Christmas events 2022 be agreed;
 - (vi) That the support package for the Town Christmas events be agreed;
 - (vii) That the request for additional recurrent revenue budget of £15,000 (sections 3.11 and 6.1 refer) to support the core Christmas package be considered. It is recommended that a revenue budget of £15,000 is approved for the 2022/23 financial year only (via the Council's revenue contingency budget) pending a review of the Council's Medium Term Financial Plan. This review will determine availability of recurrent funding from 2023/24 for these events. This will then be subject to separate approval via the Council's 2023/24 budget report that will be presented to Members at the February 2023 Council meeting.
 - (viii) That the additional plans and capital budget of £320,000 (sections 3.14 and 6.3 refer) for an enhanced festive lighting scheme be considered. The Council's capital programme will be reviewed and updated during 2022/23 for additional priority schemes that will be subject to available funding and separate Member approval. A capital budget of £320,000 is to be proposed for enhanced festive lighting as a priority scheme to be considered in the 2022/23 capital programme review; and meanwhile consideration will be given to a deliverable project for Christmas 2022.
 - (ix) That the additional highlighted events programme be noted.

14. HOLIDAY ACTIVITY FUND FUNDING EXTENSION

Consideration was given to a report of the Executive Member, Education and Achievement / Assistant Director of Children's Services setting out proposals to agree the spending for the continued Holiday Activity Fund Grant, which had been allocated to the Local Authority from the DfE to fund local co-ordination of free holiday activities and healthy food for disadvantaged children during 2022 (covering Easter, Summer and Christmas holidays). This was a continuation of the funding allocation received 2021.

It was explained that, on 8 November 2020, the government announced that the Holiday Activity and Food (HAF) programme, which had provided healthy food and enriching activities to disadvantaged children since 2018, would be expanded across the whole of England in 2021. Tameside was allocated £1,162,030 to deliver the requirements of the HAF programme 2021. The programme was successfully delivered and outcomes met. In October the DfE announced further funding was to be allocated to existing Local Authorities to cover one week at Easter, 4 weeks over summer and one week at Christmas holidays in 2022. Tameside 2022 allocation was £1,174,560. Conditions of the Grant were detailed in the report.

Members were advised that, in Tameside there was an established multi-agency steering group to oversee and support the implementation of the HAF programme. A HAF coordinator secondment to Tameside MBC from Active Tameside had been appointed. The HAF coordinator worked with schools and providers across Tameside to develop a plan to enable the full delivery of the programme to all eligible families. In addition, the post would identify gaps within workforce development, put a plan in place to ensure the activities became embedded and sustainable going forward.

It was further explained that Active Tameside were already a key partner within the delivery of the programme and it was requested that this continue with the grant arrangement coming to the Local Authority from the DfE and work with Active to implement the programme to ensure the consistency and success of the programme. This would ensure all targets and outcomes were met to ensure the funding was drawn down. On advice from STAR, a Preferred Provider list had been established and the HAF coordinator would continue to work with STAR procurement to further develop the preferred provider list. This would ensure that all aspects of the criteria to enable the Local Authority to purchase free places for children and young people across the school holidays were met and were fully compliant.

RESOLVED

- (i) It be agreed that the HAF grant be spent on supporting vulnerable families who are

- eligible for 'free school meals' in the holiday period;
- (ii) It be agreed to continue the secondment for the HAF coordinator, from Active Tameside, to oversee the project and coordinate activity and planning for school holiday periods;
 - (iii) It be agreed to continue with the current arrangements with Active Tameside to deliver activity and to deliver the food element with the nutrition team across the holiday periods;
 - (iv) It be agreed that the remaining allocation for 2022/23 be spent on HAF project over the holiday periods as outlined within the HAF grant conditions; and
 - (v) That TMBC pay external providers that are on the preferred provider list for delivery of the programme through the school holidays 2022.

15. PROPOSAL TO DECLARE ASSETS SURPLUS TO REQUIREMENTS (BATCH 3)

A report was submitted by the First Deputy, Finance, Resources and Transformation / Director of Place explaining that on 30 September 2020, Executive Cabinet approved a policy relating to the disposal of Council owned land and property

Members were advised that officers were looking to consult with Ward Councillors in respect to the potential release of the following assets:

- Land at Craven Street, Droylsden, M43 7UN (Droylsden East Ward);
- Land adj. 4 Lime Street, Dukinfield, SK16 4NF (Dukinfield Ward);
- Former 237-241 Cavendish Street, Ashton-under-Lyne, OL6 7DS (St. Peters Ward);
- Land at Quarry Street, Stalybridge, SK15 1SJ (Dukinfield / Stalybridge Ward);
- Land at Godley Green, Hyde;
- Buckley Street / Cheetham Hill Road, Stalybridge, SK15 1TU (Dukinfield / Stalybridge Ward);
- Droylsden Cemetery, Manor Road, Droylsden, M43 6QA (Droylsden West Ward);
- Stamford Park Conservatory, OL6 6RW (Ashton St Michael's / Stalybridge North Ward);
- Land to the rear of 125 Great Norbury Street, Hyde, SK14 1HT (Hyde Werneth Ward);
- Land to the rear of Canon Burrows Church of England Primary School, Oldham Road, Ashton-under-Lyne, OL7 9ND (Ashton Waterloo Ward);
- Land adj. former Clinic, Stamford Street / Trinity Street, Stalybridge, SK15 1JZ (Stalybridge North Ward);
- Land to the rear of 61-83 (odd) Palace Road, Ashton-under-Lyne, OL6 8HL (Ashton St. Michael's Ward); and
- Former Longdendale Children's Centre, off Spring Street, Hollingworth, SK14 8LP (Longdendale Ward).

Details of all the above were included in appendices to the report.

RESOLVED

It be agreed that, following consultation with Executive and Ward Members, the schedule of assets as set out in Section 2 of the report and above, are declared surplus.

16. EXCLUSION OF THE PRESS AND PUBLIC

That under Section 100A of the Local Government Act 1972 (as amended) the press and public be excluded for consideration of Appendix 1 of the following item of business on the grounds that it involved the likely disclosure of exempt information as defined in Paragraph 3 of Part 1 of Schedule 12A of the Act and the public interest in maintaining the exemption outweighed the public interest in disclosing the information as disclosure would or would likely prejudice the commercial interests of the Council and it would not be in the Council's and/or taxpayers interests to disclose at this time.

17. GODLEY GREEN GARDEN VILLAGE – DEVELOPER PARTNER SELECTION

Consideration was given to a report of the Executive Member, Business and Employment / Director of Place providing information in respect of progress of the Godley Green Garden Village project. It was explained that 2021 was a year of consolidation and progress for the project. The relationship with Homes England had been strengthened and their support re-confirmed through revised Housing Infrastructure Funding (HIF) contractual Milestones. The critical Milestone of the spending of all grant funds had been moved from March 2022 to March 2023.

The Outline Planning Application was validated in November 2021, which was the culmination of detailed pre-application discussions with the LPA, which allowed the Council to meet a critical HIF milestone.

The land Option Agreements, whereby an interest in land was secured by the Council, were now going through the final legal documentation stage with four landowners and terms had been agreed with a fifth.

In July 2021, the Council resolved that it would begin the process of gathering the evidence required to support the development of a Compulsory Purchase Order (CPO) Strategy for the site.

In December 2021, a Soft Market Engagement (SME) exercise was carried out in order to understand the development market's view of the project and to get commercial feedback to inform the Councils ongoing role in the project. As a result of the responses to the SME, greater clarity and focus had been provided by the market on how Godley Green was perceived as a development opportunity.

A recommendation report, as appended to the report, had been produced by the Council's project team. This assessed the options available against the Councils Objectives for this process and concluded that a development agreement with a master developer would be the preferred route to market.

RESOLVED

- (i) That the analysis of the soft market engagement exercise, restrictions and 3rd party obligations, assumptions and objectives when considering the preferred delivery option and procurement route, be noted;**
- (ii) That the commencement of the developer partner selection process, in accordance with the preferred delivery option, procurement route and procurement timetable, be approved;**
- (iii) It be noted that the project team will update on the outcome of the delivery partner selection process and outline in detail the proposed legal and commercial arrangements of a proposed development agreement to a future Executive Cabinet meeting; and**
- (iv) It be noted that the project team will also return to a future Executive Cabinet meeting with proposals for governance and procedures with the necessary delegated authorities to support the operationalisation of the development partnership.**

18. URGENT ITEMS

The Chair reported that there were no urgent items for consideration at this meeting.

19. DATE OF NEXT MEETING

RESOLVED

It be noted that the next meeting of the Executive Cabinet is scheduled to take place on Wednesday 27 July 2022.

CHAIR

STRATEGIC COMMISSIONING BOARD

22 June 2022

Comm: 1.00pm

Term: 1.50pm

Present: Dr Asad Ali – Tameside & Glossop CCG (In the Chair)
Councillor Gerald P Cooney – Tameside MBC
Councillor Vimal Choksi – Tameside MBC
Councillor Bill Fairfoull – Tameside MBC
Councillor Leanne Feeley – Tameside MBC
Councillor Jan Jackson – Tameside MBC
Councillor David Sweeton – Tameside MBC
Councillor John Taylor – Tameside MBC
Councillor Denise Ward – Tameside MBC (part meeting)
Dr Asad Ali – NHS – Tameside & Glossop CCG
Dr Christine Ahmed – NHS Tameside & Glossop CCG
Dr Kate Hebden – NHS Tameside & Glossop CCG
Dr Vinny Khunger – NHS Tameside & Glossop CCG
Carol Prowse – Tameside & Glossop CCG

In Attendance: Sandra Stewart Chief Executive
Kathy Roe Director of Finance
Stephanie Butterworth Director of Adults Services
Alison Stathers-Tracey Director of Children's Services
Jess Williams Director of Commissioning
Debbie Watson Interim Director of Population Health
Sarah Threlfall Director of Transformation
Nick Fenwick Interim Director of Place
Emma Varnam Assistant Director, Operations & Neighbourhoods
Caroline Barlow Assistant Director of Finance

Apologies for absence: Councillor Joe Kitchen – Tameside MBC
Councillor Jacqueline North – Tameside MBC
Councillor Eleanor Wills – Tameside MBC

Further to the decision of Tameside Metropolitan Borough Council (Meeting of 25 May 2021), to enable the Clinical Commissioning General Practitioners to take part in decisions of the Strategic Commissioning Board, whilst they continue to support the NHS in dealing with the pandemic that all future meetings of the SCB remain virtual until further notice with any formal decisions arising from the published agenda being delegated to the chair of the SCB taking into the account the prevailing view of the virtual meeting and these minutes reflect those decisions.

1. CHAIR'S INTRODUCTORY REMARKS

The Chair welcomed everyone to the meeting and explained that to enable the Clinical Commissioning General Practitioner to take part in decisions of the Strategic Commissioning Board, whilst they continued to support the NHS in dealing with the pandemic, the meeting would be a hybrid of remote and physical presence.

As a physical presence was required to formally take decisions, any formal decisions arising from the published agenda have been delegated to the Chair, taking into the account the prevailing view of the virtual meeting.

2. DECLARATIONS OF INTEREST

There were no declarations of interest submitted by Board members.

3. MINUTES OF THE PREVIOUS MEETING

RESOLVED

That the minutes of the meeting of the Strategic Commissioning Board held on 27 April 2022 be approved as a correct record.

4. MINUTES OF THE EXECUTIVE BOARD

RESOLVED

That the Minutes of the meeting of the Executive Board held on 13 April 2022 be noted.

5. 2021/22 REVENUE OUTTURN REPORT

Consideration was given to a report of the First Deputy, Finance, Resources and Transformation / Lead Clinical GP / Director of Finance. The report was the final report for the 2021/22 financial year which detailed actual expenditure to 31 March 2022.

It was reported that, at the end of another unusual and challenging financial year for the Strategic Commission and ICFT, the final outturn position on 2021/22 budgets presented a broadly balanced position, with a small overspend on Council Budgets). CCG budgets represented a break even position, while the ICFT had delivered a small surplus. Given the significant pressures and challenges that had been faced over the last 12 months, this position was a significant achievement.

Longer term financial outlooks remained a cause for concern, contending with the aftermath of the pandemic at the same time as addressing an underlying financial deficit and implementing significant organisational change across the NHS. The national and global economic conditions, with increasing inflationary pressures across a number of areas, presented significant financial risk for a number of Council budgets.

Appendix 1 to the report summarised the integrated financial position on revenue budgets as at 31 March 2022. The final outturn position presented a broadly balanced position, with a small overspend of £131k on Council Budgets. CCG budgets had achieved a balanced position with nil variance against budget. The final outturn position was net of a range of significant under and over spends across a number of service areas. Further detail on budget variances, savings and pressures, was included in appendix 2 to the report.

It was further explained that The CCG would cease to exist as a statutory body in June, with commissioning responsibilities for Tameside patients transferring to Greater Manchester Integrated Care Board, while Glossop moved into the Derby & Derbyshire system. Precise operational arrangements to support this change were still under development and future iterations of this report would need to adapt to support new governance arrangements, whilst continuing to provide insight into the integrated financial position across the Tameside locality.

Appendix 3 to the report provided an update on Council Tax and Business Rates collection performance and the year-end position on the Collection Fund.

Appendix 4 to the report provided an update on the Dedicated Schools Grant (DSG). The 2021/22 cumulative deficit on DSG was £3.243m, mainly as a result of the continued pressure on High Needs. The Council was facing significant pressures on High Needs funding and started the 2020/21 financial year with an overall deficit on the DSG reserve of £0.557m. The 2021/22 cumulative deficit

on DSG was £3.243m, mainly as a result of the continued pressure on High Needs but partly offset by surpluses on the other funding blocks. Under DfE regulations the authority had produced a deficit recovery plan which had been submitted to the DfE outlining how it was expected that the deficit be recovered and spending managed over the next 3 years.

Appendix 5 to the report summarised the write-offs of irrecoverable debts for the period 1 January to 31 March 2022.

RESOLVED

- (i) That the outturn position as set out in Appendix 1 to the report, be noted;**
- (ii) That the significant variations and pressures facing Budgets as set out in Appendix 2 to the report, be noted;**
- (iii) That the reserve transfers detailed on pages 38-43 of Appendix 2 to the report, be approved;**
- (iv) That the outturn position on the Collection Fund be noted;**
- (v) That the outturn position in respect of Dedicated Schools Grant as set out in Appendix 4 to the report, be noted; and**
- (vi) That the write off of irrecoverable debts set out in Appendix 5 to the report, be approved.**

6. CORPORATE PLAN SCORECARDS UPDATE, JUNE 2022

Consideration was given to a report of the Executive Leader / CCG Co-Chairs / Director of Transformation in respect of the Corporate Plan Scorecards (as appended to the report) providing evidence to demonstrate progress towards achievement of the Corporate Plan and improving the services provided to residents, businesses and key stakeholders within the locality.

The outcomes scorecard, which contained long term outcome measures that tracked progress to improve the quality of life for local residents, was attached to the report at Appendix 1.

Appendix 2 to the report, was the Tameside Policy & Performance Framework for the organisation, under which the scorecards operated. The framework clearly set out the different elements that contributed towards the achievement of the Corporate Plan priorities.

RESOLVED

That the contents of the report, scorecard Appendix 1, and the Tameside Policy & Performance Framework at Appendix 2 be noted, and that the next quarterly update to Board and to Executive Cabinet be agreed.

7. SEND WRITTEN STATEMENT OF ACTION – HEALTH FUNDING REQUIREMENTS

The Executive Member, Health / Executive Member, Education and Achievement / GP Clinical Lead / Director of Commissioning submitted a report, which outlined the critical remedial action that the Tameside integrated health and care system was taking to address the ten areas of significant weakness identified following the SEND local area inspection that took place during October 2021 and the requirement to submit a Written Statement of Action (WSOA) to OFSTED.

It was explained that, out of the ten areas of significant weakness, three were of particular focus in relation to integrated health and care provision:-

- The endemic weaknesses in the quality and, due to the pandemic, timeliness of EHC plans, which lead to poor outcomes for children and young people with SEND across education, health and care;
- The high level of dissatisfaction among parents and carers with the area's provision; and
- The unreasonable waiting times, which lead to increased needs for children and young people and their families.

In relation to addressing the unreasonable waiting times, which lead to increased needs for children and young people and their families; and the endemic weaknesses in the quality and, due to the pandemic, timeliness of EHC plans, which lead to poor outcomes for children and young people with SEND across education, health and care, further investment was required.

The services commissioned specifically in relation to these areas of weakness in the SEND Inspection were:- Therapies (Speech and Language, Occupational Therapy, Physiotherapy), provided by ICFT; Child and Adolescent Mental Health Services (CAMHS) and the neurodevelopmental diagnosis pathway, provided by PCFT.

In 21/22 and 22/23 additional investment of £1,421,537 had been earmarked for CAMHS and the Neurodevelopmental pathway. A mobilisation plan was being implemented that would see an improvement in waiting times and timeliness and quality of the EHC Plans for these service areas.

In relation to the Therapies provision further investment was urgently required. Since 2008 there had been no additional resource provided to take account of the legislative reform of the Children & Families Act and no amendments to contracts or service specifications had taken place.

The impact of the COVID 19 pandemic had meant that the situation in relation to waiting lists was now urgent as they had increased further and as a result, the impact on Tameside families had been significant.

With increasing demands and pressures on the service, key challenges remained and as highlighted in the Inspection report it was now characterised by:-

- Demand on the services outstripping capacity; EHCP numbers had increased threefold in recent years to a current level of 2174;
- Ever-increasing waiting times; and
- A need to update processes and procedures to ensure a more responsive and effective service for Tameside families.

The ICFT currently provided these services across Tameside and were best placed to deliver the integrated service required. The additional investment would expand the existing provision and utilise existing pathways, management structures and infrastructure.

In relation to addressing the high level of dissatisfaction among parents and carers with the area's provision and ensure that a service was provided to support Tameside families on their journey through the integrated system and ensure that it is a positive experience, funding was required to support Tameside's Parent Carer Forum. The SEND Code of Practice stated an expectation that funding would be made available for the local Parent/Carer forum. To widen the scope and service of the Parent Carer Forum would require a contribution of circa £40,000 per annum.

In order to implement the written statement of actions, a Programme Implementation Team would need to be mobilised. The team would ensure that the investment requirements, as outlined in the report, provided value for money and that there was appropriate oversight and reporting of SEND requirements. An estimated cost for this level of support was £150,000 for the first year.

RESOLVED

- (i) That an immediate investment of £410,000 be approved, to enable the immediate recruitment of 50% of the specialist children's therapists and a commitment to a further £410,000 whilst a permanent long-term sustainable solution is fully developed;**
- (ii) That a contribution of £40,000 p.a. be approved, to widen the scope and service of Tameside's Patient Carer Forum to address the weaknesses identified by the Inspection; and**
- (iii) That the recruitment of an interim dedicated programme support be approved, to ensure effective implementation and performance monitoring of the Written Statement of Action and ensure the integrated system is compliant with its statutory duties.**

8. NOMINATION OF A PLACE LEAD FOR HEALTH AND CARE INTEGRATION

A report was submitted by the Executive Member, Health / CCG Co-Chair / Director of Commissioning explaining that the role of a single responsible Place Lead for Integrated Care was a core feature of Greater Manchester's development as an integrated care system. The report outlined the proposed nomination and appointment process to the role in Tameside.

It was explained that the Greater Manchester Health and Social Care Partnership (GMHSCP) issued the Accountability Framework for the Place Lead for Health and Care 17 March 2022. The framework requested that each locality identified a new role as part of NHS GM Integrated Care arrangements, this would be known as a Place Lead for Health and Care Integration. The Place Lead would ensure that Tameside remained a strong and influential component part of the Greater Manchester Integrated Care System.

The Place Lead for Health and Care Integration would be responsible for driving the local integration of health and social care and connecting that to wider public services to address the social determinants of health, with the purpose of improving health outcomes, improving the quality of care, reducing health inequalities and maximising the value of public resources.

Noting that the GM accountability framework set out that within each locality the Council would remain the place leader. The nomination process was to establish the Place Lead for Health and Care Integration via one of three options:

Option 1: The Local Authority Chief Executive. As the Place Lead for Health and Care Integration forms part of the Local Authority Chief Executive's role they would need to be supported by a senior officer who would also be a member of the ICB locality team. This was anticipated to be an existing Tameside CCG executive. The Place Lead for Health and Care Integration would hold dual accountability to the Tameside Strategic Partnership Board and the Chief Executive of NHS GM Integrated Care. This would require a contract of employment with both NHS GM Integrated Care and Tameside Council.

Option 2: An individual employed by NHS Greater Manchester Integrated Care Board. A full-time role with the responsibility for delivering the requirements of the accountability framework. Fully employed by NHS GM Integrated Care with dual accountability to the GM Integrated Care Chief Executive and Tameside Council Chief Executive via the place-based board. The post holder would be the head of the locality team.

Option 3: Bespoke locality arrangements. If Tameside partners had alternative proposals from the options set out in the accountability framework a clear rationale should be provided which described and justified the difference and evidenced the full involvement and support of Tameside Council and other locality partners.

Members were advised that Option 1: Nomination of the Local Authority Chief Executive was endorsed at the Shadow Tameside Strategic Partnership Board April 2022 and by Tameside and Glossop CCG Governing Body. The nomination would be submitted to NHS GM Integrated Care for ratification.

RESOLVED

That the essence of the arrangement continue and that the Interim Chief Executive of Tameside Council be nominated as the Tameside Place Lead for Health and Care Integration.

9. URGENT ITEMS

The Chair reported that there were no urgent items for consideration at this meeting.

10. CHAIR'S CLOSING REMARKS

The Chair advised that, with the imminent transition from the Tameside and Glossop Clinical Commissioning Group on 30 June 2022 to the formation of the new NHS Integrated Care Partnership on 1 July 2022, that was the final meeting of the Strategic Commissioning Board.

The Chair thanked everyone involved for their hard work and dedication and added that he was extremely proud of the Board's achievements and wished everyone well for the future.

CHAIR

STRATEGIC PLANNING AND CAPITAL MONITORING PANEL

18 July 2022

Commenced: 2.00pm

Terminated: 2:53pm

Present: Councillors Cooney (Chair), Bray, Feeley, McNally and Dickinson

In Attendance:

Sandra Stewart	Chief Executive
Caroline Barlow	Assistant Director of Finance
Emma Varnam	Assistant Director of Operations & Neighbourhoods
Stephanie Butterworth	Director of Adult Services
Mike Reed	Head of Major Programmes
Catherine Moseley	Head of Access Services

Apologies for Absence: Councillors Fairfoull, North, Boyle and Ryan.

1. DECLARATIONS OF INTEREST

There were no declarations of interest.

2. MINUTES

That the minutes of the Strategic Planning and Capital Monitoring Panel meeting held on the 14 March 2022 were approved as a correct record.

3. 2021/22 CAPITAL OUTTURN REPORT

The First Deputy, Finance, Resources and Transformation / GP Clinical Lead / Director of Finance submitted a report summarising the outturn at 31 March 2022. The detail of the monitoring report was focused on the budget and forecast expenditure for fully approved projects in the 2021/22 financial year.

Members were advised that the approved budget for 2021/22 was £32.198m (after re-profiling approved at Period 10 Monitoring) and outturn for the financial year was £24.651m. There were additional schemes that had been identified as a priority for the Council, and, where available, capital resource had been earmarked against these schemes, which would be added to the Capital Programme and future detailed monitoring reports once satisfactory business cases had been approved by Executive Cabinet.

Service areas had spent £24.651m on capital investment in 2021/22, which was £7.547m less than the current capital budget for the year. This variation was spread across a number of areas, and was made up of a number of over/underspends on various schemes (£1.560m) and the re-profiling of expenditure in other areas (£5.987m), due to delays on a number of schemes.

Detailed capital update reports for each Directorate area were included on the agenda of the Strategic Planning and Capital Monitoring Panel (SPCMP). The report provided a summary of the financial position against the overall programme but further details on scheme delivery could be found in the Directorate reports to SPCMP.

RESOLVED

To NOTE:

- (i) The outturn position for 2021/22 as set out in Appendix 1 to the report,**
- (ii) The funding position of the approved Capital Programme as set on page 9 of Appendix 1 to the report;**
- (iii) The changes to the Capital Programme as set out on page 10 in Appendix 1 to the report; and**
- (iv) The updated Prudential Indicator position set out on pages 11-12 of Appendix 1 to the report, which was approved by Council in February 2021.**

That EXECUTIVE CABINET be RECOMMENDED to APPROVE:

- (v) The re-profiling of budgets into 2022/23 as set out on page 4 of Appendix 1 to the report.**

4. ADULTS CAPITAL PLAN UPDATE

Consideration was given to a report of the Executive Member, Adult Social Care / Director of Place providing an update of the developments in relation to the Adults Capital Programme for:

- schemes previously approved and still underway,
- the usage of the wider disabled facilities grant (DFG) including the housing adaptations budget; and
- the DFG allocation for Tameside for 2022/23.

Progress updates were provided on the following:

- The Moving with Dignity Programme;
- Disability Assessment Centre; and
- Replacement of Ageing and Obsolete Equipment.

In respect of Disabled Facilities Grant and other related adaptations funding, it was explained that the Department of Health and Social Care had determined the DFG allocations for all local authorities for 2022/23. Tameside's allocation was £2,849,319 for 2022/23. This report sought approval to seek a resolution from cabinet to spend this allocation against the Adults Capital Programme. Transformation plans were currently being developed across all Adult Services, which were in line with significant new burdens outlined in the Adult Social Care Reform White Paper. There would be a further Capital Report in Autumn 2022 which would contain recommendations for the Capital Reserves for Adult Care.

It was further reported that the delivery of adaptations was continuing and the rate of delivery had increased as restrictions had eased.

In terms of Changing Places Toilets, it was reported that, during the year, Government announced it was to make funding available to provide Changing Places Toilets (CPT) for disabled people. A total of £30m was available for local authorities to make expressions of interest (EOI) for grant assistance. The Council submitted its EOI in September 2021 for £100k with a £25k co-funding element from the Council. In March 2022, the Department for Levelling up, Housing and Communities announced the awards and Tameside's bid for funding had been successful and the Council had been awarded £100k for the project. The three schemes within the project were 4C at Christ Church in Ashton, Together Centre at Loxley House Dukinfield and Hyde Bangladeshi Welfare Centre in Hyde. The funding was available until the end of financial year 2023-24.

The report concluded that recruitment to posts within social care continued to be challenging and impacted on a number of the capital schemes. However, work was underway with HR colleagues to seek to improve the recruitment processes and attract more people to work in Adult Services and sustain them longer term.

All costs and benefits were being monitored and reviewed regularly taking into account people's

changing needs and ensuring the right support is in place; whether that be assessment staff or adaptations to enable people to live well and as independently as possible in their own homes.

The publication of the Adult Social Care White Paper (People at the heart of Care) in December 2021 set out a 10 year vision for adult social care and provided information on funded proposals that the government would implement over the next 3 years. There were capital funding implications contained within it, which would need to be worked through both nationally and locally. Updates would be provided appropriately as further details were announced and impacts were clearly understood.

RESOLVED

To NOTE:

- (i) The progress updates against Adults' capital projects; and**
- (ii) Tameside's DFG allocation for 2022/23 of £2,849,319.**

That EXECUTIVE CABINET be RECOMMENDED to APPROVE:

- (iii) permission to spend Tameside's DFG allocation for 2022/23 of £2,849,319 as part of the Adults Capital Programme.**

5. EDUCATION CAPITAL PLAN UPDATE

A report was submitted by the Executive Member, Education and Achievement / First Deputy, Finance, Resources and Transformation / Director of Education / Interim Director of Place providing Members with an overview and updated position on the Council's Education Capital Programme.

It was reported that the Basic Need allocation for 2022/23 had been updated. In February 2021, it was announced the allocation was £6,348,338. On 28 March 2022, the allocations for future years were announced and the 2022/23 allocation had been updated to £6,777,120. There was no Basic Need allocations for Tameside for 2023/24 and 2024/25 as it was based on pupil numbers, which at this time was predicted to remain at a level that does not trigger the need for additional funding.

Full details of existing and proposed schemes under the School Condition Grant Funding were set out in Appendix 1. It was stated that On 12 May 2022, the final allocations were released, the allocation for Tameside is £1,545,072.

The report sought approval for an increased allocation (£345,072) to £1,545,072 be added to the School Condition Allocation programme. The report detailed the schemes within this programme, costs and progress of each scheme. It was explained that schools would contribute towards all school condition schemes. For 2022/23 this currently amounted to £252,000 for the following schools:

In regards to the Devolved Formula Capital (DFC) Funding, on 28 March 2022, the Government announced the 2022/23 provisional allocations for local authorities. On 12 May 2022, the final allocations were released, the total for Tameside schools is £325,284 and £173,874 for Voluntary Aided schools.

Members of the Panel were provided an update on the progress of the School Condition Grant Schemes. Appendix 1 provided a financial update with the details of current School Condition (SCA) funded projects, included proposed changes to scheme funding. It was stated that in order to develop an informed asset management plan for schools that remain under the Council's responsibility an independent surveyor was appointed to carry out condition surveys of existing school premises. The intention was to create a transparent and targeted schedule of works required to school buildings. The budget available was insufficient to meet the demands placed upon it and the surveyors were asked to identify priorities of the works required within each school and across the portfolio of schools.

In addition to the works identified in the condition survey, there were other calls on the School Condition Allocation budget. This was the only central source of grant money to spend on schools (other than Basic Need, which was purely to create new school places). It had been custom and practice to address health and safety items and support disabled access by using the School Condition Allocation funding.

Members of the Panel were also provided an update on the Special Provision Fund & Healthy Pupils Capital Fund and the High Needs Provision Capital Fund projects. It was highlighted that the Panel were requested to recommend the allocation of £60,000 of High Needs Provision towards the Wildbank Primary School – Hawthorns Satellite Provision project.

RESOLVED

To NOTE:

- (i) **The 2022/23 Basic Need Grant is updated in the capital programme for the additional allocation £428,782 as detailed in paragraph 2.3.**
- (ii) **The proposed changes to return (£491,470) of Basic Need funding as detailed in paragraph 2.4.**
- (iii) **The addition of £345,072 of the 2022/23 School Condition grant from government is updated and added to the capital programme as per paragraph 2.8.**
- (iv) **The addition of £325,284 2022/23 Devolved Formula Capital grant to the capital programme as detailed in paragraph 2.12.**
- (v) **The addition of £3,704,000 2022/23 and £3,521,623 2023/24 High Needs Provision grant funding to the capital programme as detailed in paragraph 2.16.**
- (vi) **The addition of £137,000 contribution from St Anne's Denton Primary as detailed paragraph 4.19.**

That EXECUTIVE CABINET be RECOMMENDED to APPROVE:

- (i) **The proposed changes to add £627,530 of School Condition funding to the programme as detailed in paragraph 2.9.**
- (ii) **That the underspends on Oakfield and Greenside Primaries of £6,140 are reallocated against the overspend of £6,200 on Cromwell School, which will leave a net shortfall of £60 to be funded**
- (iii) **The proposed changes to add £260,800 of High Need Provision funding to the programme as detailed in paragraph 2.17.**

6. PLACE CAPITAL PROGRAMME – PROPERTY, DEVELOPMENT AND PLANNING

A report was submitted by the First Deputy, Finance, Resources and Transformation / Interim Director of Place / Assistant Director, Operations and Neighbourhoods / Assistant Director, Investment Development and Housing, providing an update on the delivery of the Place Capital Programme managed by the Departments of Strategic Property, Investment, Development and Housing, Planning and Place Making and Operations & Neighbourhoods.

An update on progress of current schemes relating to Town Centres; Strategic Sites; Property; Highways, Walking and Cycling Infrastructure; Flooding; Slope Stability programme; Cremators; Children's Playgrounds; and Street Lighting was given.

In terms of Corporate Landlord – Capital Expenditure, it was noted that a £1,000,000 budget was approved by Executive Cabinet on 29 September 2021 for statutory compliance. Appendix 3 to the report provided details of all expenditure to date of £339,935 that was financed via this budget leaving a remaining balance of £660,065.

In respect of the Mayor's Challenge Fund, it was reported that the Council had secured approval in principle for £10,300,000 of Mayors Challenge Fund (MCF) to support the delivery of walking and cycling schemes across the borough. The Council had secured approval to draw down £1,930,000

of the MCF funding to support scheme development. These funds had previously been reported and added to the Council's capital programme.

In July 2021, and following the over-allocation of the MCF programme across Greater Manchester, TfGM asked all Councils to review projected scheme costs and develop a phasing strategy. The report provided details of the proposed MCF phasing strategy based on current designs and estimated costs. All proposed schemes listed had previously been subject to public consultation in January / March 2020.

With regard to the Active Travel Fund, Members were advised that, on the 29 January 2021 the Council secured £985,000 from TfGM following a successful Active Travel Fund infrastructure bid (ATF). Details were provided of the schemes, which had been prioritised to be delivered from the approved ATF budget.

In terms of Section 106 Agreements and Developer Contributions, Members were advised that the current position for s106 agreements was £2,371,000 in credit. Allocations approved were £273,000 leaving a balance available of £2,098,000 as at 1 April 2022 as detailed in Appendix 2 to the report. The position for Developer Contributions as at 1 April 2022 was £28,000 in credit also detailed in Appendix 2 to the report.

Members were further advised that, as a condition of planning consent for the Land formerly known as Robertsons Jam Factory, Droylsden, a developer contribution of £412,800 was made available, under a Section 106 Agreement of the Town and Country Planning Act 1990, for a number of highway and traffic control related schemes in the vicinity of the development, details of which were provided in the report. The payment of the S106 monies had been received by the Council. Approval was sought from members to allow the drawdown of funds in order to progress the detailed designs and estimates. Members would be provided with future updates concerning progress and costs.

RESOLVED

To note:

- (i) The progress with regard to the schemes within the Place Capital Programme as set out in the report; and**
- (ii) That £339,935 of Corporate Landlord Capital Expenditure financed from the approved Statutory Compliance budget has been spent, as detailed in Appendix 3 to the report.**

That EXECUTIVE CABINET be RECOMMENDED to APPROVE:

- (iii) The Mayors Challenge Fund (MCF) and Active Travel Fund (ATF) phasing strategy and consultation plans for the walking and cycling schemes listed in Tables 4 and 5 of the report, to allow the required Business Cases to be completed and submitted to TfGM for approval to secure the necessary external grant funding. It be note that a more detailed report will be presented at a future meeting evidencing the outcome from the consultation, estimated scheme costs and proposed funding packages; and**
- (iv) The drawdown of funds (£412,800) in respect of the S106 agreement for the former Robertsons site in Droylsden and add to the Council's Capital Programme to allow the detailed design and estimates for various associated highway works and the procurement of identified TfGM signal improvements (section 3.4 of the report refers).**

7. EXCLUSION OF PRESS AND PUBLIC

RESOLVED:

That under Section 100A of the Local Government Act 1972 (as amended) the public be excluded for the following item of business on the grounds that it involved the likely disclosure of exempt information as defined in Paragraph 3 of Part 1 of Schedule 12A of the Act and the public interest in maintaining the exemption outweighed the public interest in disclosing the information, because financial or business affairs includes contemplated, as

well as past or current activities and disclosure of the land values was not in the interest of the public purse until sold.

8. ITEM 7 APPENDIX 4

Consideration was given to Appendix 4 of the Place Capital Programme Update and the Assistant Director of Strategic Property responded to questions from the Panel.

9. URGENT ITEMS

There were no urgent items.

10. DATE OF NEXT MEETING

It was noted that the next meeting of the Strategic Planning and Capital Monitoring Panel was scheduled to take place on 19 September 2022.

CHAIR

ENVIRONMENT AND CLIMATE EMERGENCY WORKING GROUP

15 June 2022

Commenced: 4.35 pm

Terminated: 6.10 pm

Present: Councillors Boyle (Chair), Affleck, B Holland, and Turner

In Attendance:

Emma Varnam	Assistant Director, Operations & Neighbourhoods
Lindsay Johnson	Head of Asset Strategy
Graham Hall	Climate and Energy Manager
Lorraine Cox	Director, STAR Procurement
Michael Crook	Head of Strategic Procurement, STAR Procurement

Apologies for Absence: Councillors Mills and Roderick

1. DECLARATIONS OF INTEREST

There were no declarations of interest.

2. MINUTES

The minutes of the meeting of the Environment and Climate Emergency Working Group held on 16 March 2022 were approved as a correct record.

3. STAR PROCUREMENT - SUSTAINABILITY

The Group received a presentation from the Director of STAR Procurement concerning sustainable procurement. Reducing waste and procuring sustainably formed a key part of the Council's Climate Emergency Action Plan.

Members were informed that STAR procurement was a public sector, shared service operating across Rochdale, Stockport, Tameside and Trafford councils. The organisation had been operating since 2014 with the aim of improving economies of scale for local authorities when procuring services. STAR's five objectives were supporting communities, delivering commercially, building collaboration, providing confidence and being courageous.

A crucial part of STAR's procurement process was ensuring social value, including economic, environmental and social gain. It was explained this included employing local people, ensuring those delivering the contract were spending money in the four STAR boroughs or Greater Manchester and guaranteeing those who had been offered the contract, delivered on the contract. Details of STAR's performance in this area were shared with the Group and it was highlighted that 50.9 per cent of local spend was retained across the four STAR boroughs and 78.1 per cent was spent across Greater Manchester as a whole. This figure was among the highest nationally. In relation to Tameside, for every one pound the Council put into STAR, they received a £4 return on their investment.

The Director outlined to Members how the organisation ensured that social value was included in the tender for contracts. STAR used National Themes, Outcomes and Measures (TOMs), a list of around 50 areas that bidders could select to ensure their contracts had added social value. Social value was required on all procurement over £25k and all contracts above £50k. In relation to environmental measures, this included:

- Carbon emission reductions through reduced energy use and energy efficiency measures – on

site;

- Car miles saved on a project as a result of a green transport programme or equivalent (e.g. cycle to work programmes, public transport or carpooling programmes);
- Volunteering time for environmental conservation and sustainable ecosystem management initiatives; and
- Reducing waste through reuse of products and materials.

It was explained that bidders were then allocated a score based on the level of social value that they could deliver. When deciding on a successful bidder, social value consisted of 20 per cent of the decision making process.

The Director highlighted that bidders were often reluctant to select environmental measures as these were often seen as the hardest to deliver and many preferred to deliver on other TOMs such as apprenticeships. To ensure greater environmental sustainability, it was explained that STAR and its partner councils were working with environmentally responsible contractors. This included contractors committed to carbon literacy, those with evidence of a carbon reduction plan and a statement related to Greater Manchester's goal of carbon neutrality by 2038.

It was explained that STAR could work to build in the Council's specific ambitions related to its Carbon Reduction and Environment Strategy when awarding contracts and procuring services. A bespoke set of TOMs had been created for Stockport Council and STAR hoped to be able align its TOMs with Tameside's specific corporate priorities.

Members queried how many TOMs a particular bidder was required to select as part of the procurement process. It was explained that this depended on the type of contract and its priorities. In relation, to compliance with particular TOMs, Members questioned how this could be achieved. The Director advised the Group that in relation to environmental measures, these were not currently mandated but the aim was to mandate compliance and it was hoped this would be agreed at the meeting of STAR's joint committee in September.

The group discussed how smaller businesses could be assisted to implement environmental measures given the cost implications that were often involved. It was explained that it was always STAR's ambition to work with small businesses and where it wasn't possible for them to deliver a contract individually, larger businesses could be required to work with them in the supply chain. However, it was highlighted that it was important that a business, regardless of its size, be committed to certain environmental standards.

RESOLVED

That the content of the presentation be noted.

4. UPDATE AND RECAP FOR NEW MEMBERS

The Climate and Energy Manager provided a summary of the aims and objectives of the Environment and Climate Emergency Working Group for the benefit of newly appointed Members.

The terms of reference of the Group were outlined to Members:

1. Delivering and then executing the Climate Change and Environment Strategy;
2. Monitoring the development, resourcing and execution of items contained with the associated plans;
3. Acting as an interface between officers, elected Members, interested parties and others to drive net-zero and environmental protection and enhancement initiatives;
4. Actively analysing where intervention was necessary to guide the borough towards its net zero ambitions; and
5. Being prepared to adapt the approach to management and mitigation of climate change issues as circumstances and science developed.

Members were informed that the Council had declared a climate emergency in February 2020 in response to public sentiment. Following the declaration of the climate emergency, the Council had adopted a Climate Change and Environment Strategy in November 2021. The Environment and Climate Emergency Working Group, and its task groups, monitored progress against the five live action plans; Greenspace; Travel & Transport; Homes, Buildings & Workplaces; Waste Reduction & Sustainable Procurement; and Influencing Others.

Tameside, in line with other Greater Manchester boroughs, was committed to ensuring carbon neutrality by 2038. Currently, the Council emitted 10,000 of CO2 per year and in order to comply with the 2038 target, would need to reduce corporate emissions by 14% each year. In order to achieve this target, the Council was primarily focused on energy use and waste management. The strategy also defined a mix of objectives that included carbon reduction across the wider borough for which the Council was not directly responsible.

In order to get the message out to residents and businesses, the Council had developed the Cut the Carbon campaign and further details in relation to this were available at tameside.gov.uk/cutthecarbon.

RESOLVED

That the content of the presentation be noted.

5. UNITED UTILITIES UPDATE

The Climate and Energy Manager provided an update on a proposed visit to the Group from United Utilities relating to Member's concern about river water quality in Tameside.

Members were informed that a representative from United Utilities had been invited to the meeting of the Group on 15 June 2022 but had instead offered to attend the following meeting scheduled for 7 September 2022.

A discussion ensued regarding the proposed visit and Members were keen that any presentation from United Utilities addressed specific concerns about the company's discharge policy and pollution in the borough's rivers rather than a general presentation related to environmental issues. It was also suggested that representatives from the Environment Agency and the Canal and River's Trust also be invited to a future meeting of the Group.

RESOLVED

- i. That the content of the update be noted.**
- ii. That the Assistant Director, Operations & Neighbourhoods and the Climate and Energy produce a letter inviting a senior officer from United Utilities to the next meeting of the Group on 7 September 2022 to explain the company's discharge policy and levels of pollution in the local river system.**

6. ENERGY COSTS

The Climate and Energy Manager delivered a presentation on increasing energy costs and explained that the Council had seen a 100% increase in the cost of energy in recent months. It was anticipated that costs would rise by a further third in 2023 before reducing over time.

Members were informed that the Council was working with STAR procurement and regional partners in a consortium to leverage bulk procurement advantage with a view to reducing costs. The Council was also working on invest to save proposals with the Greater Manchester Combined Authority's (GMCA) 'Go Neutral' scheme. Go Neutral was working to build a de-risked portfolio of land, building and car park assets for smart energy infrastructure opportunities that would be delivered through a range of investment and delivery models.

It was explained that the tender for Go Neutral had been awarded in January 2022 and a number of organisations were ready to help the Council deliver on sustainable energy production projects. The Climate and Energy Manager hoped to bring a confirmed list of buildings and proposed schemes to the next meeting of the Group in September.

A discussion ensued regarding infrastructure for charging electric vehicles within the borough and Members were advised that a draft vehicle charging infrastructure strategy would be taken through the Council's governance process shortly. The strategy would include details of how residents who did not have access to off-street parking could charge their vehicles.

RESOLVED

That the content of the presentation be noted.

7. ACTION PLAN TASK GROUP UPDATES

The Group received a presentation from the Climate and Energy Manager updating Members on the work being undertaken by the Action Plan task groups. The task groups comprised both elected Members and officers and were currently meeting on a monthly basis. The five task groups related to greenspace; travel & transport; homes, buildings & workplaces; waste reduction & sustainable procurement; and influencing others.

Following Annual Council and the appointment of new Members to the Group, the membership of the task groups would be reviewed and Members were encouraged to contact the Chair and Climate and Energy Manager to express their interest on sitting on one of the five groups.

Members were provided with a summary of the plan for each task group and the progress that had been achieved to date.

Greenspace

Plan:

- Building natural capital into new and existing developments to maximise the value that the environment brought across the borough.
- Planning for and building green and natural areas, including Council owned and managed land, influencing new private developments and looking for opportunities in existing areas.
- Increasing tree cover across the borough.
- Ensuring that the Council maintained the greenspaces around Tameside in a way that maximised opportunities for increasing and enhancing biodiversity.
- Encouraging sustainable allotment sites and increasing the growth of produce within the community.

Progress:

- Colleagues in Greenspace and Estates had begun the analysis of plots using Go Neutral as a starting point for biodiversity net gain and other planting opportunities.
- Looking to City of Trees – further planting opportunity with volunteer support possibly on scrubland.
- Working with the Greater Manchester Ecology Unit (GMEU) to determine the approach to quantify biodiversity net gain of any rewilding/renaturing projects.
- Working with Cheshire Wildlife Trust (CWT) to develop links and secured use of CWT resources for Tameside – online interactive tool to enhance, and track, biodiversity.
- Local Plan driving opportunities to secure biodiversity net gain.

Travel & Transport

Plan:

- Delivering a rapid transition of the Council's own vehicle fleet to electric.
- Enabling the rapid shift to electric vehicles by facilitating the installation of electric vehicle (EV)

charging points across the borough.

- Reducing the need to own and use a car through managing developments in the Local Plan, including housing developments with quality walking and cycling provision, restricting car parking provision, providing transport and delivery hubs and supporting climate adaptation measures such as greenspace and low carbon architecture.

Progress:

- Fleet Replacement Strategy.
- Collaborating with TfGM to secure a number of EV charging points for Tameside in car parks, specifically for taxis (installation late summer – four sites in total).
- Supporting the transition to EV ownership – investing in on-street EV charging pilot project (Estates, Highways & Climate Change teams working in partnership).
- Local Plan embedding a number of measures to promote hyper-locality, modal shift, supporting active travel and enabling EV ownership.

Homes, Buildings & Workplaces

Plan:

- Working to understand and map opportunities across the borough for low carbon opportunities.
- When replacing heating systems or other technologies such as lighting in Council owned buildings, installing low carbon alternatives where viable, seeking to avoid fossil fuels.
- Completing a full assessment of Council owned land and buildings for viability for development of renewable energy by the end of 2021 and developing, where viable, solar thermal, heat pumps and photovoltaic. Investing in the development of renewable energy and energy storage where appropriate.
- Obtaining an average energy rating of D or better by 2024 and C by 2030 for Council buildings where economically viable.

Progress:

- Building Heat Decarbonisation Plan delivered 2021.
- Local Area Energy Plan delivered 2022.
- Go Neutral: ongoing deliberation on prime opportunities, involving colleagues in planning, climate change and estates.
- Low Carbon Skills Programme: building bid to produce detailed, costed appraisals of potential future building decarbonisation schemes in progress.
- Public Sector Decarbonisation phase 1: 14 Council buildings. Ninety-five per cent complete with deadline of 30 June (c500tonnes CO2 per annum saved). £2.3m programme.
- Public Sector Decarbonisation phase 3: grant successfully applied for and match funding secured – projects in detailed design phase for a further six Council buildings. £2.9m programme.
- Ashton District Heating Network: Feasibility complete, next phase would be generating a funding bid for Business, Energy and Industrial Strategy (BEIS) money. Town Centre Redevelopment Team involved.

Waste Reduction & Sustainable Procurement

Plan:

- Embedding environmental sustainability criteria in social value procurement mechanisms and ensuring the Council's supply chain was minimising carbon emissions.
- Developing a healthy and sustainable food strategy for delivery by the end of 2021/22.
- Reducing consumption, minimising waste and recycling as much as possible.

Progress:

- Early-stage discussions regarding procurement channels and how the Council drove sustainability with partners.
- Reduction of water use across the Tameside estate – new water service provider assisting with this through better monitoring and leak detection.
- Continued monitoring and management of waste services.

- Public Health team (Food Partnership Steering Group) working towards a Strategy that incorporated sustainable food and healthy choices.

Influencing Others

Plan:

- Embedding sustainability across the workforce and wider borough.
- Communicating the Council's activities to residents and businesses.
- Creating momentum in communities through information.

Progress:

- Drafted and published the Climate Change and Environment Strategy 2021-25.
- Created a webpage that acted as a hub for Climate Change and Energy.
- Disseminated information on initiatives such as the publication of the Strategy.
- Facilitated canvassing of opinion and fostering of debate through social media channels (most recently regarding EV charging infrastructure).

Members welcomed the progress that had been made to date but were keen that further steps were taken to ensure that the Council reached its target of reducing carbon emission by 14 per cent each year to achieve the Greater Manchester goal of carbon neutrality by 2038.

RESOLVED

- That the content of the presentation be noted.**
- That an update on walking and cycling be brought to the next meeting of the Group.**
- That the Assistant Director, Operations and Neighbourhoods bring an update on transport, air quality and waste to the next meeting of the Group.**
- That new Members be invited to join one of the five Action Plan task groups.**

8. URGENT ITEMS

There were no urgent items.

CHAIR

Agenda Item 4

Report to:	EXECUTIVE CABINET
Date:	27 July 2022
Executive Member:	Councillor Jacqueline North First Deputy (Finance, Resources & Transformation)
Reporting Officer:	Kathy Roe – Director of Finance
Subject:	CONTRACT PROCEDURE RULES
Report Summary:	This report provides details of a review of the current Contract Procedure Rules (“CPRs”) and proposes the adoption of a new set of CPRs by each of the STAR Authority.
Recommendations:	<p>That Council be recommended to approve the amendments to the Contract Procedure Rules, namely:</p> <ul style="list-style-type: none">(i) To reflect updated legislation due to the UK’s exit from the European Union(ii) To rationalise the CPRs and, where possible, remove those parts which relate to procedural aspects in order for these to be dealt with in the Procurement Handbook(iii) To increase the threshold trigger for a one quote exercise for both Supplies, Services and Concessions and Works and Public Works Concessions from £4,999 to £9,999;(iv) To permit the modification of a contract where there are: “any other exceptional circumstances as agreed by the SRO for Legal” (9.3.1(g)). The additional ground will offer some flexibility in exceptional circumstances whilst requiring the approval of the SRO for Legal will allow for any risk to be minimised; and(v) To implement a simplified process where the modification is in respect of an extension to the term of a contract which was provided for in the initial procurement documents and the contract.
Corporate Plan:	Helps meet various strands of the Corporate Plan
Policy Implications:	There are no direct policy implications in this report.
Financial Implications:	There are no direct financial implications in this report.
(Authorised by the statutory Section 151 Officer & Chief Finance Officer)	
Legal Implications:	The Contract Procedure Rules (CPRs) are a legal requirement of any Council and are a critical tool to ensure that procurement of good and services is undertaken compliantly in relation to legal requirements and also transparently so that Members and residents can have the confidence that officers are ensuring that expenditure is being undertaken appropriately and represents good value.
(Authorised by the Borough Solicitor)	The proposed amendments have already been considered by the STaR Joint Committee and now need to be considered and approved by each of the Member Councils in order that they can be incorporated into the relevant constitutions. To ensure the effective running of procurement processes it is important for STaR that each

of the Member authorities adopts the same rules and procedures to ensure consistency and efficiency. It is also a sensible suggestion that the rules and processes are separated to allow processes to develop whilst keeping the rules clearly enshrined in the constitution.

As set out in the main body of the report this review has addressed the legislative updates which are required to reflect the changes following Brexit and are set out in the report in detail.

The amendments have also sought to 'streamline' some of the current processes, most notably in relation to the extension of contracts where the provision to extend is already permitted under the contract. A simpler process will now be adopted but will still have oversight to ensure that the contract continues to provide good value to the council.

As the report explains the council's contract modification process allows for certain changes to be made to contracts without triggering a new procurement exercise so long as the conditions set out in the Public Contracts Regulations 2015 are met. These conditions are applied by the council to all contracts which is over and above the requirement of the Regulations but is considered good practice.

A further amendment to the modification process has been included to allow for modifications to be made for "any other exceptional circumstances as agreed by the SRO for Legal" The use of this may be beneficial in exceptional circumstances but will not be used simply because there has not been effective contract management.

Another amendment of note is the raising of the limit to obtain one quote in a procurement exercise. This accords with the risk based approach which has been adopted in relation to procurement.

However officers will still be required to record their decisions in order that decisions can be audited as required in order to provide the necessary level of assurance.

Risk Management:

It is important that STAR authorities continue to have an agreed set of harmonised CPRs in order to support STAR procurement as a shared service vehicle.

A review of the CPR's at this time is important due to legislative changes following the UK's exit from the European Union. It has provided a useful opportunity to pause and reflect on practices and approach to procurement and to make additional changes which improve operational efficiency and practice.

Background Information:

The background papers relating to this report can be inspected by contacting Caroline Barlow Deputy S151 Officer at:



e-mail: caroline.barlow@tameside.gov.uk

1. INTRODUCTION

Background

- 1.1 The CPRs are standing orders made pursuant to s135 of Local Government Act 1972. Where such standing orders are made, they shall include provision for securing and regulating competition for contracts entered into. They may also include exemptions to such provisions under certain thresholds specified within the CPRs.
- 1.2 Since the establishment of STAR Procurement, it has been considered essential that all partner authorities to have a single set of CPRs in order to harmonise procurement processes and enable the shared service vehicle to deliver an effective and consistent procurement processes.
- 1.3 The Council's current CPRs have been harmonised and adopted into the Constitution of each of the STAR Authorities ("Stockport, Trafford, Tameside and Rochdale").
- 1.4 The task of developing, agreeing and adopting a set of harmonised rules was a substantial and significant piece of work which was necessary to ensure that STAR Procurement and the STAR Authorities could work together against a set of agreed rules. The harmonisation project was completed by the CPR working group which consisted of Legal and Finance Officers from each of the STAR Authorities.
- 1.5 It is important that the STAR Authorities continue to have an agreed set of harmonised CPRs in order to support STAR Procurement as a shared service vehicle.
- 1.6 A review of the CPRs at this time is important as legislative changes following the UK's exit from the European Union. It provided a useful opportunity to pause and reflect on practices and approach to procurement to ensure that efficiencies and quality can be reflected.

2. DEVELOPMENT AND REVIEW OF THE CPRS

- 2.1 The CPRS only apply to procurement and contractual activity below the financial thresholds set out in the Public Contracts Regulations 2015 regulations (PCRs). The PCRs apply to all procurement and contractual activity which exceeds the thresholds.
- 2.2 The CPRs were initially reviewed and amended after the one year of operation at the request of the STAR Joint Committee with no amendments being made as a result.
- 2.3 In 2017 an interim amendment to the rules to allow for "Risk Based Sourcing" was made to the CPRs:
 - (a) Risk-Based Sourcing is when a range of risk factors determine the procurement process rather than value alone, for below threshold procurements. Therefore the procurement process is made proportionate and appropriate and allows resources to be focussed on the more complex procurements.
 - (b) This interim amendment to the thresholds has been incorporated into the proposed new CPRs.
- 2.4 In 2018, Tameside Council joined the STAR Procurement collaboration and subsequently adopted the harmonised CPRs.
- 2.5 A further review of the CPRs was initiated in 2018/2019 with a view to updating and streamlining the rules to ensure that the rules reflect both legislative and operational requirements and practices. The review was also aimed at ensuring that the rules are easily accessible and can be clearly understood and applied. Due to a range of factors, including the pandemic, the review was put on hold for a period of time. The review was re-commenced in 2021.

- 2.6 Representatives from the legal teams from the STAR Councils, and STAR Procurement, have worked together over the last 12/18 months to complete a robust and substantial review of the CPRs. The proposed new CPRs have been agreed by legal teams at each of the STAR Authorities.
- 2.7 The CPR amendments are summarised in the report and are:
(a) condensed into a table of proposed amendments that are provided in Appendix 1; and
(b) reflected in the text of the proposed new CPRs which are attached at Appendix 2.
- 2.8 Each STAR Authority is required to separately progress the proposed new CPRs through their own governance arrangements with a view to securing the adoption of the proposed new CPRs.
- 2.9 The intention is for each of the STAR Authorities to simultaneously adopt the proposed new CPRs by May 2022. Until each Council has adopted the revised Rules, each STAR Authority and STAR Procurement will continue to operate on the existing harmonised CPRs.

3 KEY PROPOSED CPR AMENDMENTS

Overarching Summary

- 3.1 The CPRs have been updated to take account of the changes to legislation and the UK's exit from the EU.
- 3.2 In addition, an overarching theme of the review has been to rationalise the CPRs and, where possible, remove those parts which relate to procedural aspects in order for these to be dealt with in the Procurement Handbook.
- 3.3 This helps to ensure that the CPRs are "future proof" as this is where additional detailed guidance can be provided and updated periodically to reflect operational changes and improvements.

Procurement Thresholds

- 3.4 An amendment which has been considered is to increase the threshold trigger for a one quote exercise for both Supplies, Services and Concessions and Works and Public Works Concessions from £4,999 to £9,999.
- 3.5 In considering this amendment, the following data has been used to assess the impact of the amendment:
- Over the past year, the number of contracts falling within this bracket amounts to 166 contracts or about 40 per council per annum.
 - The effect on the overall spend is £1,139,194 which is 0.0009% based on £1,200,000,000 estimated four council controllable spend of £300m each.
- 3.6 On this basis, and that it represents very little risk to the councils, the threshold has been increased to £9,999 in the proposed new CPRs.

Modifications

- 3.7 Section 9 of the current CPRs deals with modifications and the circumstances where these are permitted:
- A modification is where the parties agree to change the terms of the original agreement, for example where additional works or services have become necessary and were not included in the original procurement;
 - The CPRs set out the remits, described as grounds, within which such changes can be made.
- 3.8 The current CPRs reflect the requirements as they are prescribed in the PCR in respect of

modifications, which means that the principles of the PCRs are applicable modifications made to contracts which fall below the legislative thresholds. Although including these provisions within CPRs is not a legislative requirement, these principles remain in the new proposed CPRs as they provide clear requirements which help to achieve consistent, transparent and reasonable practices and ensures parity between the CPRs and the Regulations.

- 3.9 However, whilst it is important to set such a high standard, it is also equally important that we are not unnecessarily fettered by the requirements of the regulations where to do so would place an onerous obligation on the authority.
- 3.10 Having assessed the procedures linked to modifications and the associated risks of an amendment thereto, the proposed CPRs include the following amendments:
- an additional ground will be added to permit the modification of a contract where there are; “any other exceptional circumstances as agreed by the SRO for Legal” (9.3.1(g)). The additional ground will offer some flexibility in exceptional circumstances whilst requiring the approval of the SRO for Legal will allow for any risk to be minimised; and
 - Rule 9.3.6 now also provides for a simplified process where the modification is in respect of an extension to the term of a contract which was provided for in the initial procurement documents and the contract. In these circumstances, the SRO for the relevant service and the Director of Procurement (STAR) will be authorised to approve the modification. This will ensure that contracts with inbuilt extension periods can be extended without undue delay or burdensome bureaucracy. This change does not represent any risk to the Council.

4. NEXT STEPS

- 4.1 Each STAR Authority is progressing the proposed new CPRs through its own governance procedures.
- 4.2 The CPRs were presented at the STAR Joint Committee in March and the proposed amendments will progress to be incorporated into the Constitution of each Council.
- 4.3 STAR Procurement will undertake a programme of updating the Procurement Handbook to provide additional guidance as necessary.

5. RECOMMENDATIONS

- 5.1 As set out at the front of the report.

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PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
Rules 1.3 , 1.4 and 1.5 to be replaced	Streamlining the rules	New Wording	<p>Each of the STAR Authorities have agreed to establish and participate in a joint committee (the “Joint Committee”) and have agreed to delegate their Executive and to the extent that the activities of the Joint Committee are not executive functions the STAR Authorities delegates to the joint committee the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of the Procurement Functions delegated to it.</p> <p>The Rules ensure that Procurement Functions are undertaken in a legally compliant, transparent, fair and competitive manner. These Rules shall apply to all procurement activity where the Council is to procure any Goods, Services or the execution of Works, or enters into a Concessions Contract as either a contracting authority or commissioner of such, regardless of the origin of funding (such as external grants, partnership funding, pooled or joint budgets for example).</p> <p>These Rules allow for Joint Procurement activity to be undertaken by STAR Procurement on behalf of some or all of the STAR Authorities and any other Contracting Authorities (together the Participating Authorities) who may, from time to time opt to participate in the Joint Procurement. The Participating Authorities will select one of their number to act as lead in the process (Lead Authority). The Lead Authority will draft a Memorandum of Understanding (MOU) to be agreed and signed by the Participating Authorities. The MOU will set out the commitment of resources, and other considerations that each will dedicate to the Joint Procurement activity. The Participating Authorities and Officers must follow their own governance procedures and these Contract Procedure Rules as appropriate.</p>
2.1 Removal of reference to EU Law	No longer applicable in this instance	Change to text	Change reference from EU Law to English Law
2.5 Removal of Definitions from this part of Document	Streamlining the rules	Create separate schedule for definitions	Deletion of definitions from Rule 2 and place in a new Schedule 2

PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
3. Insertion of 3 new Rules at the start of section 3.	Additional Clarity as to the basic Principles and Responsibilities	Additional Rules at start changing numbering for the rest of section	<p>New text:</p> <p>3.1 Value for money is fundamental to the procurement activity carried out by the Council. This should be achieved through competition, unless there are compelling reasons to the contrary.</p> <p>3.2 In addition to these Rules, above set financial Regulation Thresholds, procurement undertaken by the Council is subject to a legal framework which encourages free and open competition and value for money, to ensure that the public procurement market is open and competitive and that suppliers are treated equally and fairly. The legislative rules cover aspects such as advertising of contracts, procedures for assessing company credentials, awarding the contracts and remedies (penalties) when these rules are breached.</p> <p>3.3 When procurement activity is not subject to the Public Contracts Regulations because the estimated value of a contract falls below the relevant financial Regulations Threshold, Officers and elected Members must adhere to these Rules.</p>
3.5 d deleted and replaced with new text.	Inclusion of point regarding social value	New text	<p>3.5 d will now read as follows:</p> <p>The need to procure responsibly by considering how what it is to be procured may improve social, environmental and economic well-being of the Council's relevant area.</p>
3.5e amended with additional text.	To include text from the original 3.5d still necessary but as part of related 3.5e	Amendment to original text of 3.5e	<p>3.5e will now read as follows</p> <p>The need to ensure Value for Money, Best Value and achieve efficiencies by administering procurement processes which are cost effective.</p>
Deletion of existing 3.5g,h,i and l and creation of new 3.5g	Streamlining the rules	Deletion and new text	<p>Existing 3.5g, h, l and L will be deleted with a new 3.5 g reading as follows:</p> <p>The need to ensure legislative compliance in procurement processes and award of contracts.</p>
Addition of new 3.5j	Streamlining the rules	New text	<p>New 3.5j to read as</p> <p>“The need to Social Value by considering and evaluating Social Value as part of the procurement process including the use of the Social Value Portal for all over £50,000 contracts.”</p>

PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
Deletion of existing 4.2 e and insertion of new 4.2 e, f and g	Additional Clarity on Contracts which these rules do not apply	Deletion and new text	Existing 4.2 e will be deleted and replaced with new 4.2 e, f and g as follows: 4.2e Grant funding Agreements 4.2f Certain Qualifying Contracts between entities within the public sector 4.2g Any contracts specifically excluded by relevant legislation
Deletion of existing 5.2.1 and replaced with new text	Streamlining the new rules	Deletion and new text	Existing 5.2.1 to be deleted and replaced as follows: Once the PID has been received, the ASO, together with the APO, must conduct an options appraisal of the procurement options and will determine, as a minimum: Contract value; the most viable route to market; procurement process requirements and associated documentation; market research, engagement and consultation requirements; associated implications; key actions; procurement timescales against approval requirements; Specification or Quotation Specification as appropriate; Social Value and the economic, social and environmental wellbeing of the borough and the benefit which the procurement process can bring to the community and have regard to the duty to secure continuous improvement in accordance with Best Value. Further information on the above can be found in the Procurement Handbook.
5.2.3 and 5.2.4 to be deleted and replaced with new 5.2.3 and 5.2.4	Streamlining the new rules	Deletion and new text	Delete existing 5.2.3 and 5.2.4 and replaced with following 5.2.3 The ASO and APO will seek advice and guidance from STAR Legal and/or from colleagues on a wider basis where necessary or desirable. 5.2.4 The ASO will liaise with STAR to develop either a Specification or a quotation request commensurate to the scope of the Goods, Services, execution of Works or Concessions Contract.
Rules 5.3.2 and 5.3.3 from originals CPRS to be deleted	Streamlining of rules	Deletions of Rules referenced	Rules 5.3.2 and 5.3.3 from originals CPRS to be deleted

PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
New Rule to be inserted at start of section 5.3 leading to change in numbering with existing 5.3.1 now becoming 5.3.2 and so on	Additional Clarity to Framework Agreements and DPS	Insertion of new Rule 5.3.1	New Rule 5.3.1 to be inserted and to read as follows: For the avoidance of doubt, a Framework Agreement or DPS is generally considered suitable where it has either been entered into by: a)the Council in compliance with these Rules; or b)another local authority, a local authority purchasing consortium or central government where the Framework Agreement or DPS has been tendered and awarded in accordance with procurement legislation, and the Council is identified as a contracting authority.
A 5.3.2 c to be added to new 5.3.2	Additional Clarity to Framework Agreements and DPS	Insertion of new text to new 5.3.2	5.3.2 c to be added to new 5.3.2 and to read as follows: The correct contractual documentation is entered into in accordance with approval requirements.
A new 5.3.3 to be inserted	Additional Clarity to Framework Agreements and DPS	Insertion of new Rule	5.3.3 to be added and to read as follows: Framework Agreements must not be for more than four years (including options to extend) unless otherwise authorised by the SRO for Legal.
Rule 5.5.4 under original numbering to be deleted	Streamlining of rules	Deletion of existing Rule	Rule 5.5.4 under original numbering to be deleted
New Rule to be inserted at start of section 5.5 leading to change in numbering with existing 5.5.1 now becoming 5.5.2 and so on	Additional Clarity to estimating the total value of a contract	Insertion of new Rule	Insertion of new Rule 5.5.1: Rule 5.5 is applicable to the procurement of all contracts where an existing Framework Agreement or DPS is not being used to make an award of contract..
5.5.2 removal of reference to Frameworks or DPS	Streamlining of rules	Deletion of words from Rule	5.5.2 removal of reference to Frameworks or DPS

PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
5.5.3 text to be replaced	Streamlining of rules	Original text replaced	5.5.3 to now read as follows: The Council must not split Contracts in order to avoid public procurement rules or calculate the value of the Contract in such a way as to deliberately avoid exceeding the Regulation Thresholds or any threshold identified in these Rules. The value of a Contract should be calculated as follows and applies to the aggregate value of the Contract Agreement: Yearly potential contract value X Contract period in years (including any option to extend) = total value
5.5.4 text to be replaced	Streamlining of rules	Original text replaced	Amended 5.54 to read as follows The value of a Framework Agreement or DPS means the maximum estimated amount payable by the users of the Framework Agreement or DPS for the Goods, Services or execution of Works (excluding VAT) under Call-off Contracts entered into over the entire possible duration of the Framework Agreement or DPS.
Section 5.5 Table 1 Value Bands A and B for Goods, Services and Concessions to be amended. The Word Chest be deleted and replaced by Electronic Procurement Portal	Potential Decision to be taken to amend Value bands for Goods, Services and Concessions	Value Band A and Band B Value in table 1 to be changed	Original value band A of £0 - 4999.99 to be changed to value band of £0 - £9999.99 Original value Band B of £5000 up to £24999.999 to be changed to £10000 up to £24999.99 "Chest" to be replaced by Electronic Procurement Portal
Section 5.5 Table for Works, and Public Works Concession Value Bands A and B to be amended The Word Chest be deleted and replaced by Electronic Procurement Portal	Potential Decision to be taken to amend Value bands for Works, and Public Works Concession	Value Band A and B to be amended	Original value band A to be changed to value band of £0 - £9999.99. Original value Band B to be changed to £10000 to £24,999.99 The Word Chest be deleted and replaced by Electronic Procurement Portal

PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
5.5.6 Amend which bands require ASO determination of procurement activity	Streamlining of the rules	Amend Text in Rule 5.56	Change the values B and C for B and D for Goods, Services and Concession Contracts and Change the Value bands from B and C to C and E for Works and Public Works Concession Contracts.
5.5.9 to be deleted	Streamlining of the rules	Delete Text	Delete Rule 5.59
5.6.1 to be deleted	Streamlining of the rules	Delete Text	Delete Rule 5.6.1
New 5.61 to be amended with removal of reference to EU Directives	Streamlining of the rules	Delete relevant text	Deleted “with the EU Directives and” from last sentence of new 5.6.1
Delete 6.1.1	Streamlining of the rules	Delete Text	Delete Rule 6.1.1
6.2.4 to be amended	Streamlining of the rules	Amend Text	Delete the word ‘chest’ and replace with the words ‘electronic procurement portal.
Delete existing wording from 6.3.2 and replace with new wording	Streamlining of the rules	Deletion and Addition of new text	Replace all of the existing text for 6.3.2 with the following : Approval for any amendments (whether to submissions by bidders or to requirements by the Council) must be sought from the Director of Procurement (STAR) in consultation with STAR Legal. An example of this may be a Quote may be amended after the closing date for submission if the amendment is made only in order to correct an arithmetical error.
Amend rule 6.4. 1	Streamlining of the rules	Deletion of some text from end of rule 6.4.1	Delete following text from Rule 6.4.1: If arithmetical errors are found they should be notified to the Bidder, who should be requested to confirm or withdraw their Quote. Alternatively, if the rates in the Quote prevail over the overall price, an amended Quote may be requested to accord with the rates given by the Tenderer.
Delete Rules 6.4.3 and 6.4.4	Streamlining of the rules	Deletion of Text	Delete Rules 6.4.3 and 6.4.4

PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
Amend Text in 6.4.2	Streamlining of the rules	Amend Text	Delete the word 'chest' and replace with 'electronic procurement portal'
6.5.1 Delete original text and replace with new Text	Streamlining of the rules	Deletion of Text and new Text inserted	Delete all original text and replace with the following : All Quotes, including those in mini-competitions under Framework Agreements, must be confirmed in writing before a decision to award can be made and all Quotes must be stored on The electronic procurement portal.
7.1.1 Amend Text	Streamlining the rules	Amend text	Delete the word 'chest' and replace with the words 'electronic procurement portal'
7.1.4 Delete original text and replace with new text	Streamlining the rules	New wording	Delete original text for 7.1.4 and replace with the following : 'All communications relating to Tenders must be via the electronic procurement portal for reasons of transparency and in order that a record can be maintained.
7.1.5 (becomes 7.1.4) All communications relating to Tenders must be recorded via The Chest	Additional clarity as to the reason for communicating via the Chest	Additional wording	All communications relating to Tenders must be recorded on electronic procurement portal'for reasons of transparency and in order that a record can be maintained.
7.2 Pre- and Post- Tender Clarification Procedures	Streamlining the rules	Amend 7.2.1 to direct the ASO to seek guidance from STAR and procedure in the Handbook to be followed	7.2.2 – 7.2.5 deleted
7.3.4 Delete original text and replace	Streamlining the rules	Deletion and Amendment	Delete original text and replace with the following: If less than three Tenders are received then advice must be sought from the Director of Procurement (STAR) on how to proceed. Any decision must be recorded in writing and stored on the electronic procurement portal.

PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
Delete existing 7.4.1 and 7.4.2 and insert new 7.4.1	Streamlining the rules	Deletion and Amendment	Delete existing 7.4.1 and 7.4.2 and insert new 7.4.1 as follows: Tenders are to be verified and opened in accordance with the procedures set out in the Procurement Handbook.
7.6.5 Officers must ensure transparency and fairness during the evaluation process	Duplication of fundamental principles and theme throughout the CPRs	Remove	Deleted
7.6.2 Abnormally low quotes.	Clarification of process	Amendment	STAR and the ASO will together identify whether any of the Quotes received are abnormally low and where it is determined that a Quote is abnormally low, the ASO must take advice from STAR on how to proceed.
7.6.4 Delete original text and replace	Streamlining the rules	Deletion and Amendment	Delete the word 'chest' and replace with the words 'electronic procurement portal'
7.6.5 new rule to be added	Streamlining the rules	New text for new rule	Add in new 7.6.5 to read as follows: In accordance with the Council's risk-based sourcing policy, the APO may require a best and final offer from more than one Tenderer.
7.7.6 Amend text	Streamlining the rules	Deletion and replacement of text	Delete the word 'chest' and replace with the words 'electronic procurement portal'
7.7.8 A STAR Legal Officer will, where necessary, advise on the formalities for completion of the contract by parties other than the Council and how to ensure that the Contract is legally binding.	For clarity and streamlining Covered by 7.7.9	Remove	Delete 7.7.8 Amend 7.7.9 to: Contract award letters, feedback to Tenderers, including any incidental documentation must be approved by the APO prior to sending and STAR Legal will advise on the contract Terms and Conditions where the value of the Contract is over the Regulation Thresholds.

PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
8.1.2 Additional text	Clarification of process	Amendment	Add at end 8.1.2 as follows: f. Standards of Performance g. Limitations of liability
8.4.1 Transfer of Contracts To carve out contractor group restructures	Such restructures are referred to under rule 9 (modifications)	Cross reference to rule 9	8.4.1 Unless Rule 9.3.1(d) applies....
9.1.2 additional text	Clarification of process	Amend text	Amend Rule 9.1.2 to read as follows: An exemption is an exemption to the requirements under these CPRS only and cannot be considered where the contract value is above threshold.
9.2.1 Delete existing text and replaced with new text	Streamlining the rules	Delete text and Insert new text	Delete existing text and replace as follows: To apply for an exemption the ASO must fill in the Exemption Form and follow the process as set out in the Procurement Handbook
9.2.2 Delete existing text and replaced with new text	Streamlining the rules	Delete text and Insert new text	Delete existing text and replace as follows: For avoidance of doubt where either Rule 6.2.4 or Rule 7.3.4 applies then an Exemption Form should not be completed.
Delete Rules 9.2.3, 9.2.6 and 9.2.7	Streamlining the rules	Delete Text	Delete Rules 9.2.3, 9.2.6 and 9.2.7

PROPOSED AMENDMENT	RATIONALE	ACTION	PROPOSED AMENDMENT
9.3 Modifications Streamlining of the rules	In certain circumstances, where a contract allows for an extension of its term, there should be a streamlined approval process.	Provide a process whereby there is a streamlined approval process – SRO for the service and the Director of Procurement (STAR). In practice the existing form can be adapted and/or individual authority directorates may decide to delegate this authority.	Delete 9.3.6 and replace with: Where 9.3.1(a) applies, and the Framework Agreement or Contract provides in writing for an extension to the length of the Framework Agreement or Contract's term and the following conditions are met: a. The extension is for substantially the same works, supplies and/or services provided in the original Framework Agreement or Contract; b. The financial terms for the extension are as agreed in the original Framework Agreement or Contract and deliver Best Value to the Council; c. The OJEU/FTS notice or other advertisements for the Framework Agreement or Contract stated that an extension Contract may be awarded; and d. The estimated value of the Framework Agreement or Contract in the OJEU/FTS notice or other advertisements took account of the potential extension; and e. The length of the extension is no longer than that permitted by the original Framework Agreement or Contract; the decision to award the extension may be taken by the SRO for the relevant service and the Director of Procurement (STAR).
9.4 Procedure for Modifications Streamlining of the rules	Many of the provisions in the CPRs relate to process and need not be part of the rules.	Remove some of the provisions from the rules and instead refer to process in the Handbook and completion of the form.	Consequential amendments to 9.4
Definitions Move to an appendix	For greater clarity	Some definitions added/removed as a consequence of the amendments to the rules.	Some definitions added/removed as a consequence of the amendments to the rules.

CPRs including local rules listed under Schedule One

Contents

1.	Introduction	2
2.	Interpretations and Definitions	3
3.	Basic Principles and Responsibilities	3
4.	Contracts to which these Rules do not apply	4
5.	Preparation Steps	4
5.1	Governance Requirements: Approval Process	4
5.2	Appraisal of the Procurement Options	5
5.3	Framework Agreements and DPS	5
5.4	Market Research, Engagement and Consultation	6
5.5	Estimating the Total Value of a Contract	6
5.6	Standards and Award Criteria	7
6.	Quotes	8
6.1	Requests for Quotes	8
6.2	Submission and Receipt of Quotes	8
6.3	Amendments to Quotes	8
6.4	Evaluation of Quotes	8
6.5	Contract Award – through a Quotation Process	9
7.	Tenders	9
7.1	Invitations to Tender	9
7.3	Submission and Receipt of Tenders	10
7.4	Verifying and Opening Tenders	10
7.5	Amendments to Tenders	10
7.6	Evaluation of Tenders	10
7.7	Contract Award – through a Tender process	11
7.8	Enquiries about the Tender process	11
8.	Contract Provisions and Contract Formalities	12
8.1	Contract Provisions	12
8.2	Contract Formalities	12
8.3	Contracts under Seal	12
8.4	Transfer of Contracts	13
9.	Exemptions and Modifications	13
9.1	Exemptions	13
9.2	Procedure for Exemptions	13
9.3	Modifications to a Contract or Framework Agreement	14
9.4	Procedure for Modifications	15
10.	Declarations of Interest and Anti-Bribery and Corruption	15
11.	Contract Management	16
12.	Retaining Relevant Documents	16
	SCHEDULE 1	18

1. Introduction

- 1.1 These Contract Procedure Rules (“Rules”) are standing orders made pursuant to Section 135 of the Local Government Act 1972. Compliance with the Rules and observance of all relevant legislation from which they emanate in particular, but not limited to: the Public Procurement (Amendments, Repeals and Revocations) Regulations 2016; the Public Contracts Regulations 2015; Concession Contracts Regulations 2016; Equality Act 2010; Public Services (Social Value) Act 2012; the Local Government (Transparency Requirements) (England) Regulations 2015 (As amended from time to time); and the associated principles relating to non-discrimination, equal treatment and transparency, is mandatory for all Officers and Members.
- 1.2 Stockport Metropolitan Borough Council, Tameside Metropolitan Borough Council, Trafford Borough Council and Rochdale Metropolitan Borough Council (individually referred to as the “Council” and collectively referred to as the “STAR Authorities”) have agreed, through an Inter Authority Agreement (“IAA”) to facilitate the joint delivery of Procurement Functions with a view to the attainment of a more economical, efficient and effective discharge of its Procurement Functions via a shared procurement service to be identified as “STAR”. Other authorities may, from time to time, join the IAA.
- 1.3 Each of the STAR Authorities have agreed to establish and participate in a joint committee (the “Joint Committee”) and have agreed to delegate their Executive and to the extent that the activities of the Joint Committee are not executive functions the STAR Authorities delegates to the joint committee the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of the Procurement Functions delegated to it.
- 1.4 The Rules ensure that Procurement Functions are undertaken in a legally compliant, transparent, fair and competitive manner. These Rules shall apply to all procurement activity where the Council is to procure any Supplies, Services or the execution of Works, or enters into a Concessions Contract as either a contracting authority or commissioner of such, regardless of the origin of funding (such as external grants, partnership funding, pooled or joint budgets for example).
- 1.5 These Rules allow for Joint Procurement activity to be undertaken by STAR Procurement on behalf of some or all of the STAR Authorities and any other Contracting Authorities (together the Participating Authorities) who may, from time to time opt to participate in the Joint Procurement. The Participating Authorities will select one of their number to act as lead in the process (Lead Authority). The Lead Authority will draft a Memorandum of Understanding (MOU) to be agreed and signed by the Participating Authorities. The MOU will set out the commitment of resources, and other considerations that each will dedicate to the Joint Procurement activity. The Participating Authorities and Officers must follow their own governance procedures and these Contract Procedure Rules as appropriate.
- 1.6 The Joint Committee shall monitor compliance with the Rules and undertake an annual review of the Rules. The Joint Committee may present recommendations for amendments to the Rules to the Council from time to time and any such amendments shall be subject to the Council’s own ratification procedures.
- 1.7 Officers and elected Members involved in procurement activity must comply with these Rules, the Council’s Financial Procedure Rules/Regulations and the Council’s Employees Code of Conduct/Members Code of Conduct. Officers must ensure that any agents, consultants and contractual partners acting on their behalf, also comply with these Rules. They must also have due regard to any guidance provided by STAR, STAR Legal and their own legal teams. Any failure to comply with any of the provisions of these Rules must be reported immediately to the SRO for Legal. Failure by any Officer or Member to comply with the provisions of these Rules may lead to disciplinary action being taken against them.

- 1.8 These Rules must be read in conjunction with the Council's Constitution and in particular the Financial Procedure Rules, the Procurement Handbook, any relevant guidance documents endorsed by the Council and the Council's local Rules as contained in Schedule 1.
- 1.9 A number of local Rules can be found in the attached [Schedule 1](#) and which form part of these Rules.

2. Interpretations and Definitions

- 2.1 In the event of any conflict between English law and these Rules and Council Policy, the requirements of English law shall prevail over these Rules and Council Policy.
- 2.2 Any reference to legislation, primary or secondary, shall include any amendments/replacements made from time to time.
- 2.3 All figures specified in these Rules are exclusive of VAT.
- 2.4 In the event of any doubt as to the interpretation of these Rules, or as to proper procedure to be followed, advice should be sought from STAR in the first instance.
- 2.5 In these Rules the words and phrases below have the meanings detailed at Schedule 2

3. Basic Principles and Responsibilities

- 3.1 Value for money is fundamental to the procurement activity carried out by the Council. This should be achieved through competition, unless there are compelling reasons to the contrary.
- 3.2 In addition to these Rules, above set financial Regulation Thresholds, procurement undertaken by the Council is subject to a legal framework which encourages free and open competition and value for money, to ensure that the public procurement market is open and competitive and that suppliers are treated equally and fairly. The legislative rules cover aspects such as advertising of contracts, procedures for assessing company credentials, awarding the contracts and remedies (penalties) when these rules are breached.
- 3.3 When procurement activity is not subject to the Public Contracts Regulations because the estimated value of a contract falls below the relevant financial Regulations Threshold, Officers and elected Members must adhere to these Rules.
- 3.4 In all procurement activity, Officers and elected Members must comply with the following overriding principles of procurement:
- a. non-discrimination;
 - b. openness/transparency;
 - c. equal treatment for all;
 - d. mutual recognition; and
 - e. proportionality
- Advice and guidance around the application of these principles in respect of procurement activity can either be accessed via the Procurement Handbook or from STAR Procurement or legal officers.
- 3.5 All procurement activity must be compliant with all relevant legislation, the Council's Constitution, the Procurement Handbook and the local policies in [Schedule 1](#), and as a minimum have regard to:
- a. **The need to achieve accountability** through sound governance mechanisms, with informed decisions which facilitates procurement activity which demonstrates the highest

standards of integrity, transparency and fairness and enables the Council to discharge its responsibility in respect of expenditure of public money;

- b. **The need to provide consistent procurement policy to suppliers and achieve competitive supply;**
- c. **The need to meet commercial, regulatory and corporate priorities of the Council;**
- d. **The need to procure responsibly** by considering how what is to be procured may improve social, environmental and economic well-being of the Council's relevant area;
- e. **The need to ensure Value for Money, Best Value** and achieve efficiencies by administering procurement processes which are cost effective
- f. **The need to ensure fair-dealing** by ensuring that suppliers are treated fairly and without unfair discrimination, including protection of commercial confidentiality where compatible with the Council's obligations under FOIA and EIR;
- g. **The need to ensure legislative compliance** in procurement processes and award of contracts;
- h. **The need to promote responsiveness** by endeavouring to meet the aspirations, expectations and needs of the community served by the procurement processes;
- i. **The need to provide transparency** by ensuring that there is openness and clarity on the Council's procurement policy and its delivery and a clear audit trail in relation to procurement activity.
- j. **The need to Social Value** by considering and evaluating Social Value as part of the procurement process including the use of the Social Value Portal for all over £50,000 contracts.

- 3.6 The Procurement Handbook contains further detailed practical guidance and information on the above requirements and process steps which Officers and elected Members must refer to when undertaking procurement activities.

4. Contracts to which these Rules do not apply

- 4.1 Where there is any doubt regarding the application of these Rules, Officers and elected Members must seek guidance from STAR, STAR Legal or their own legal team.

- 4.2 These Rules **do not** apply to the following:

- a. employment contracts for Officers engaged on a PAYE basis;
- b. Contracts relating solely to the disposal or acquisition of securities;
- c. Contracts for the acquisition of an interest in land and property;
- d. Contracts for the appointment of Counsel or the appointment of experts for the purpose of legal, or potential legal proceedings by the SRO for Legal Services;
- e. Grant funding agreements;
- f. Certain Qualifying Contracts between entities within the public sector; and
- g. Any contracts specifically excluded by relevant legislation

5. Preparation Steps

Officers and elected Members must refer to the Procurement Handbook before undertaking any activity in connection with procurement.

Governance Requirements: Approval Process

- 5.1 The ASO must ensure that they are aware of what decisions must be made at each stage of the procurement process:

- The approval process is fundamental to determine the timescales within which a procurement exercise can be completed. Approval requirements involving decisions which must be taken by the Council's cabinet or Council is likely to extend the overall procurement timescales;
- The ASO must refer to the Council's Constitution, Scheme of Delegation and/or seek confirmation from its legal team in order to determine the correct and

appropriate approval process before any procurement activity is initiated.

- 5.2 The ASO must submit a PID to STAR prior to undertaking any procurement activity. By submitting the PID the ASO confirms that they have the authority to initiate the procurement activity. The PID must also determine where there are further approval steps which must be taken throughout the procurement process:
- The ASO will be required to provide evidence of any decisions made and/or approvals obtained in respect of the relevant procurement activity.

Appraisal of the Procurement Options

- 5.3 Once the PID has been received, the ASO, together with the APO, must conduct an options appraisal of the procurement options and will determine, as a minimum:
- Contract value;
 - the most viable route to market;
 - procurement process requirements and associated documentation;
 - market research, engagement and consultation requirements;
 - associated implications;
 - key actions;
 - procurement timescales against approval requirements;
 - Specification or Quotation Specification as appropriate;
 - Social Value and the economic, social and environmental wellbeing of the borough and the benefit which the procurement process can bring to the community and have regard to the duty to secure continuous improvement in accordance with Best Value.

Further information on the above can be found in the Procurement Handbook.

- 5.4 The ASO and APO must determine if procurement activity will result in either the employees of the Council or its Contractor transferring to a new employer and they must consult STAR Legal and/or their own legal teams to ensure compliance with TUPE, and other related legislation, and to assess the implications in respect of pension arrangements.
- 5.5 The ASO and APO will seek advice and guidance from STAR Legal and/or from colleagues on a wider basis where necessary or desirable.
- 5.6 The ASO will liaise with STAR to develop either a Specification or a quotation request commensurate to the scope of the Supplies, Services, execution of Works, or Concessions Contract.

Framework Agreements and DPS

- 5.7 For the avoidance of doubt, a Framework Agreement or DPS is generally considered suitable where it has either been entered into by:
- a. the Council in compliance with these Rules; or
 - b. another local authority, a local authority purchasing consortium or central government where the Framework Agreement or DPS has been tendered and awarded in accordance with procurement legislation, and the Council is identified as a contracting authority.
- 5.8 Where, following an options appraisal as required by [Rule 5.2](#), a suitable Framework Agreement or DPS is identified, the requirements of Rule 5.5.4, Rule 6 (Quotes) and Rule 7 (Tenders) will not be applicable and the ASO and APO must ensure that:
- a. An order is placed or a contract is awarded in accordance with the terms and conditions set out in the relevant Framework Agreement or DPS; and
 - b. Where applicable, a mini-competition (the tender process required by the Framework Agreement) is held in accordance with rules of the Framework Agreement or DPS; and
 - c. The correct contractual documentation is entered into in accordance with approval requirements.

5.9 Framework Agreements must not be for more than four years (including options to extend) unless otherwise authorised by the SRO for Legal.

Market Research, Engagement and Consultation

5.10 The ASO and APO will determine market research, engagement and consultation requirements and where relevant the APO will determine where an ASO may consult potential Bidders or Tenderers in general terms prior to a request for a Quote or an Invitation to Tender provided this does not prejudice any potential Bidders or Tenderers.

5.11 The ASO and APO must not seek or accept technical advice on the preparation of a quotation request or an Invitation to Tender from anyone who may have a commercial interest in the Quote or Tender, as this may prejudice the equal treatment of all potential Bidders and Tenderers and/or distort competition.

Estimating the Total Value of a Contract

5.12 Rule 5.5 is applicable to the procurement of all contracts where an existing Framework Agreement or DPS is not being used to make an award of contract.

5.13 Officers must calculate the total value of the Contract in order to determine which procurement activities should be commenced in accordance with these Rules. The procurement activity that must be followed is prescribed in Table 1 below.

5.14 The Council must not split Contracts in order to avoid public procurement rules or calculate the value of the Contract in such a way as to deliberately avoid exceeding the Regulation Thresholds or any threshold identified in these Rules. The value of a Contract should be calculated as follows and applies to the aggregate value of the Contract Agreement:

Yearly potential contract value X Contract Period in years (including any option to extend) = Total value.

5.15 The value of a Framework Agreement or DPS means the maximum estimated amount payable by the users of the Framework Agreement or DPS for the Supplies, Services or execution of Works (excluding VAT) under Call-off Contracts entered into over the entire possible duration of the Framework Agreement or DPS.

5.16 The value of the Contract will determine which procurement activity to follow in accordance with Table 1 below subject to Rules 5.5.6 and 5.5.7:

Table 1: Procurement Activities
Supplies, Services and Concessions

Value Band	Value	Procurement Activity	Minimum Requirement for advertising the opportunity
A	£0 - £9,999.99	Minimum one Quote in accordance with Rule 6 – Quotes	N/A*
B	£10,000 - £24,999.99	Minimum three Quotes in accordance with Rule 6 – Quotes – following consultation with STAR	N/A*
C	£25,000 and up to the Regulation Thresholds	Minimum three Quotes in accordance with Rule 6 – Quotes and subject to risk-based sourcing. Route to market to be agreed in conjunction with STAR	Electronic procurement portal
		In accordance with Rule 7 – Tenders and subject to risk-based sourcing. Route to market to be agreed in conjunction with STAR	Electronic procurement portal and Contracts Finder

D	Above the Regulation Thresholds	Most appropriate procedure permitted by the Regulations	Find a Tender Service Notice and Contracts Finder
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Works and Public Works Concessions

Value Band	Value	Procurement Activity	Minimum Requirement for the advertising opportunity
A	£0 - £9,999.99	Minimum one Quote in accordance with Rule 6 – Quotes	N/A*
B	£10,000 - £24,999.99	Minimum three Quotes in accordance with Rule 6 – Quotes following consultation with STAR	N/A*
C	£25,000 up to the Regulation Threshold	Minimum three Quotes in accordance with Rule 6 – Quotes following consultation with STAR	Electronic procurement portal
		In accordance with Rule 7 – Tenders and subject to risk-based sourcing. Route to market to be agreed in conjunction with STAR	Electronic procurement portal and Contracts Finder
D	Not Required		
E	Above the Regulation Thresholds	Most appropriate procedure permitted by the Regulations	Find a Tender Service notice and Contracts Finder

***WHERE ANY OPPORTUNITY OVER £25K IS OPENLY ADVERTISED, IT MUST BE PLACED ON CONTRACTS FINDER**

- 5.17 Where the Contract value falls within Value B or D for Supplies, Services and Concession Contracts or Value Band C or E for Works and Public Works Concession Contracts, the ASO shall determine which procurement activities should be undertaken by reference to the Procurement Handbook.
- 5.18 Where the value of the Contract is above the Regulation Thresholds, the ASO and the APO will determine which procurement activity to follow in accordance with the Regulations.
- 5.19 Irrespective of the value in Rule 5.5.5 Contracts and Framework Agreements that are subject to European Union grant funding requirements shall be advertised in accordance with published guidance, ERDF National Procurement Requirements (ERDF-GN-1-004) as amended from time to time.

Standards and Award Criteria

- 5.20 The ASO must define award criteria that is appropriate to the procurement activity and designed to secure an outcome giving Value for Money for the Council. The basic award criteria shall include one of the following:
- Most economically advantageous tender (“MEAT”) - where considerations other than price also apply;
 - Lowest price - where payment is to be made by the Council;
 - Highest price - if payment is to be received.
- If MEAT is the chosen award criteria, advice must be obtained from STAR to ensure that it is compatible with the Regulations.
- 5.21 The ASO must seek advice from STAR and/or STAR Legal to ensure any award criteria is compliant with relevant legislation and best practice.

6 Quotes

Requests for Quotes

- 6.1 When requesting a Quote, a Quotation Specification must be provided to prospective Bidders to enable the submission of competitive Quotes.
- 6.2 The request for a Quote shall also make reference to or include the following as a minimum:
 - a. the terms and conditions of Contract that will apply; and
 - b. notification that Quotes are submitted to the Council on the basis that they are compiled at the Bidder's expense; and
 - c. a description of the award criteria as appropriate and in accordance with [Rule 5.6](#); and
 - d. the date and time by which a Quote is to be submitted by; and
 - e. that the Council is not bound to accept any Quotes submitted.
- 6.3 The proposed form of Contract must comply with [Rule 8](#) and the standard terms and conditions of Contract, as determined and made available by STAR Procurement must be used. Advice and approval must be obtained from a STAR Legal Officer where alternative terms and conditions are proposed.
- 6.4 Where requests for a Quote are sought from more than one prospective Bidder, where possible, the request must be sent to each Bidder at the same time and contain the same conditions. Any supplementary information must be given on the same basis.

Submission and Receipt of Quotes

- 6.5 Bidders must be given a reasonable period in which to prepare and submit a proper Quote, consistent with the complexity of the Contract requirement.
- 6.6 STAR and the ASO will together identify whether any of the Quotes received are abnormally low and where it is determined that a Quote is abnormally low, the ASO must take advice from STAR on how to proceed.
- 6.7 Where there is a deadline for quotes, any Quote (including all associated documents) submitted after the specified date and time for submission of Quotes shall only be accepted or considered by the Council in exceptional circumstances and only with agreement from the SRO for Legal Services.
- 6.8 If fewer than the minimum number of Quotes is received as stipulated in Table 1 in [Rule 5.5](#), then advice must be sought from the Director of Procurement (STAR) as to whether to proceed. Any decision must be recorded in writing and stored on the electronic procurement portal.

Amendments to Quotes

- 6.9 The Council may accept amendments to Quotes, including those in mini-competitions under Framework Agreements, providing they are received prior to the closing date for submissions. In such circumstances, any alterations must be made by resubmitting a new Quote and clearly highlighting which Quote (and associated documents) is correct and which should be considered as part of the procurement activity.
- 6.10 Approval for any amendments after the closing date (whether to submissions by bidders or to requirements by the Council) must be sought from the Director of Procurement (STAR) in consultation with STAR Legal. An example where a Quote may be amended after the closing date for submission would be if the amendment is made only in order to correct an arithmetical error.

Evaluation of Quotes

- 6.11 All compliant Quotes, including those in mini-competitions under Framework Agreements and DPS, must be checked by the ASO to ensure they are arithmetically correct. The ASO may seek advice from STAR if there is any doubt. If any errors are found they should be notified to

STAR for advice.

- 6.12 Where MEAT is used as the award criteria, all evaluations including an explanation of the reasons for the scores should be recorded on the electronic procurement portal. The ASO must then confirm to STAR that the Contract can be awarded in accordance with [Rule 6.5](#) by updating the PID.

Contract Award – through a Quotation Process

- 6.13 All Quotes, including those in mini-competitions under Framework Agreements, must be confirmed in writing before a decision to award can be made and all Quotes must be stored on the electronic procurement portal.
- 6.14 All awards of contracts must be:
- a. in accordance with Council's Scheme of Delegation;
 - b. in accordance with Finance Procedure Rules/Regulations; and
 - c. recorded in the PID, signed and dated by the ASO, the APO and the SRO for the relevant service.
- 6.15 Once the decision has been made and the approval given to award the Contract, the ASO must send a Contract award letter to the winning Bidder(s).
- 6.16 Prior to commencement of the Contract, the Contract must be completed in accordance with [Rule 8.2](#) unless Rule 8.2.2 applies.
- 6.17 STAR will, in consultation with STAR Legal where necessary, advise on the formalities for completion of the contract.

7 Tenders

Invitations to Tender

- 7.1 All Tender opportunities must be advertised on the electronic procurement portal and, where appropriate, Contracts Finder in accordance with Table 1 at [Rule 5.5](#).
- 7.2 The Invitation to Tender, shall include the following where appropriate, as determined/advised by STAR:
- a. A form upon which the Tenderer can provide details of its bid ("Form of Tender");
 - b. A reference to the Council's ability to award in whole, in part or not at all;
 - c. A Specification that describes the Council's requirements in sufficient detail to enable the submission of competitive offers;
 - d. the terms and conditions of Contract that will apply;
 - e. A requirement for Tenderers to declare that the Tender content, price or any other figure or particulars concerning the Tender have not been disclosed by the Tenderer to any other party (except where such a disclosure is made in confidence for a necessary purpose);
 - f. A requirement for Tenderers to fully complete and sign all Tender documents including the Form of Tender and certificates relating to canvassing and non-collusion;
 - g. Notification that Tenders are submitted to the Council on the basis that they are compiled at the Tenderer's expense;
 - h. A description of the award procedure and the evaluation criteria to be used to assess Tenders including any weightings as considered appropriate and in accordance with [Rule 5.6](#). The evaluation criteria must be clear, concise and unambiguous and must be approved by the APO in consultation with the ASO. The evaluation criteria cannot be amended once published in the Invitation to Tender;
 - i. The method by which any arithmetical errors discovered in the submitted Tenders are to be dealt with and in particular, whether the overall price prevails over the rates in the Tender or vice versa;

- j. Whether the Council is of the view that TUPE will be applicable in relation to the procurement activities;
- k. Whether additional arrangements will be required in relation to pension provision;
- l. Provisions relating to the Council's termination rights in the event that corruption is discovered;
- m. The relevance and application of any parent company guarantees and/or bonds;
- n. That the Council is not bound to accept Tenders; and
- o. Any matters required by local polices in [Schedule 1](#).

7.3 The proposed form of Contract must comply with [Rule 8](#) and the standard terms and conditions of Contract, as determined and made available by STAR Procurement, must be used. Advice and approval must be sought from a STAR Legal Officer where alternative terms and conditions are proposed.

7.4 All communications relating to Tenders must be via the electronic procurement portal for reasons of transparency and in order that a record can be maintained.

Pre and Post Tender Clarification Procedures

7.5 Any pre and/or post Tender clarification activity may only be undertaken in accordance with the procedure set out in the Procurement Handbook. The ASO must seek guidance from STAR.

Submission and Receipt of Tenders

7.6 Tenderers must be given a reasonable period in which to prepare and submit a proper Tender, consistent with the complexity of the Contract requirement and in accordance with the Regulations.

7.7 Any Tender (including all associated documents) submitted after the specified date and time for submission of Tenders shall only be accepted or considered by the Council in exceptional circumstances and only with agreement from the SRO for Legal Services.

7.8 All Tenders received, including those in mini-competitions under Framework Agreements, must remain unopened until the date and time specified by STAR has passed.

7.9 If less than three Tenders are received then advice must be sought from the Director of Procurement (STAR) on how to proceed. Any decision must be recorded in writing and stored on the electronic procurement portal.

Verifying and Opening Tenders

7.10 Tenders are to be verified and opened in accordance with the procedures set out in the Procurement Handbook.

Amendments to Tenders

7.11 The Council may accept amendments to Tender submissions, including those in mini-competitions under Framework Agreements, providing they are received prior to the closing date for submissions.

7.12 A Tender may be amended after the closing date for submission if the amendment is made only in order to correct an arithmetical error. Such amendments may only be made with the prior approval of the Director of Procurement (STAR) in consultation with STAR Legal.

Evaluation of Tenders

7.13 If a SQ or an expression of interest prior to SQ was used, all those Tenderers must be given feedback at the relevant stage.

7.14 STAR and the ASO will together identify whether any of the Quotes received are abnormally low and where it is determined that a Quote is abnormally low, the ASO must take advice

from STAR on how to proceed.

- 7.15 All compliant Tenders, including those in mini-competitions under Framework Agreements, must be checked by the ASO and the APO to ensure they are arithmetically correct. If any errors are found they should be referred to STAR for advice.
- 7.16 Where MEAT is used as the award criteria, all evaluations including an explanation of the reasons for the scores should be recorded on the electronic procurement portal. The ASO must then confirm to STAR that the Contract can be awarded by updating the PID.
- 7.17 In accordance with the Council's risk-based sourcing policy, the APO may require a best and final offer from more than one Tenderer.

Contract Award – through a Tender process

- 7.18 The winning Tender shall be awarded the Contract in accordance with the award criteria used.
- 7.19 Where the Tender is not within the relevant approved budget but additional budgetary provision is available, the relevant ASO, with the approval of the SRO for Finance, may accept the Tender ensuring compliance with the Financial Procedure Rules/Regulations.
- 7.20 The approval to award the Contract must be given in accordance with the Council's Scheme of Delegation.
- 7.21 All award decisions must be recorded in the PID, signed and dated by the ASO, the APO and the SRO for the relevant service.
- 7.22 A Contract which has a contract value above the Regulation Thresholds, can only be awarded after a notice of the proposed award has been given to all unsuccessful Tenderers and the 10 day standstill period has elapsed from the date the notice was given. If the 10 days expire on a non-working day, then the notice period will be deemed to have lapsed on the next working day.
- 7.23 Once the decision to award a Contract is made, each Tenderer must be notified by either the ASO or the APO in writing of the outcome. All Tenderers must be notified simultaneously and as soon as possible of the intention to award the Contract to the successful Tenderer(s) and this should be done via the electronic procurement portal. The letters must include a description of the relative advantages of the successful Tenderer.
- 7.24 Prior to commencement of the Contract, the Contract must be completed in accordance with [Rule 8.2](#) unless Rule 8.2.2 applies.
- 7.25 The APO must publish a contract award notice in the Find a Tender Service and on the Council's website no later than 48 days after the date of award of the Contract where a Contract value exceeds the Regulation Threshold and has been tendered pursuant to the Regulations or is subject to the relevant provision of the Regulations relating to Contract award.
- 7.26 Contract award letters, feedback to Tenderers and, including any incidental documentation must be approved by the APO prior to sending and STAR Legal will advise on the contract Terms and Conditions where the value of the Contract is over the Regulation Thresholds.

Enquiries about the Tender process

- 7.27 The confidentiality of Tenders and the identity of Tenderers must be preserved at all times insofar as this is compatible with the Councils' obligations under FOIA and EIR.
- 7.28 If the Council receives a request for information under the FOIA as a result of the de-briefing

process, the request must be referred to both the Director of Procurement (STAR) and the relevant Officer of the Council who deals with such requests. The Council will be responsible for responding to the request.

- 7.29 Any challenges, complaints or requests for feedback, clarification or further information must be referred to the Director of Procurement (STAR) who will advise on how to respond and notify the SRO for Legal.

8 Contract Provisions and Contract Formalities

Contract Provisions

- 8.1 All Contracts must be in writing and must set out the parties' obligations, rights and risk allocations. Advice must be sought from STAR as to the appropriate form of Contract to be used and must be on the standard terms and conditions, as determined and made available by STAR Procurement. Advice and approval must be obtained from a STAR Legal Officer where alternative terms and conditions are proposed.
- 8.2 All Contracts, irrespective of value, shall, where appropriate, clearly specify as a minimum:
- a. What is to be supplied (i.e. the Works, materials, services, matters or things to be furnished, had or done)
 - b. The provisions for payment (i.e. the price to be paid and when)
 - c. The time, or times, within which the contract is to be performed
 - d. The provisions for the Council to terminate the Contract and break clauses.
 - e. The provision for collateral warranties from sub-contractors.
 - f. Standards of performance
 - g. Limitations on liability

Contract Formalities

- 8.3 Once a decision to award has been made in accordance with Rule 6.5.3 or 7.7.3, the Contract must be signed or sealed in accordance with Rule 8.3 and the procedures set out in the Procurement Handbook.
- 8.4 All Contracts which are to be formally completed in writing must be completed before the Supplies are supplied, or the Service, execution of Works or Concessions Contract begins, except in exceptional circumstances, and then only with the prior approval from the SRO for Legal.
- 8.5 A purchase order must be raised in the appropriate eProcurement system for all Supplies, Services and Works requirements to be acquired through an EPS and for all Contracts. The purchase order must refer to the terms and conditions of Contract between the Council and the Contractor.
- 8.6 The ASO must ensure that the person signing on behalf of the Contractor has requisite legal authority to bind the Contractor. Where there is any doubt, the ASO must seek advice from the STAR Legal Officer or the Council's own legal team.

Contracts under Seal

- 8.7 A Contract must be sealed where:
- a. The Council wishes to extend the liability period under the Contract and enforce its terms for up to 12 years; or
 - b. The price to be paid or received under the Contract is a nominal price and does not reflect the value of the supplies or services; or
 - c. There is any doubt about the authority of the person signing for the other contracting party; or
 - d. The Contract value is £250,000 or above.
- 8.8 The seal must be affixed in accordance with the provisions of the Council's Constitution.

Transfer of Contracts

- 8.9 Unless Rule 9.3.1(d) applies, no Contract should be transferred from one Contractor to another without first consulting STAR. Contracts can only be transferred if approved in accordance with the table below:

Value of Contract/Quote	Decision Maker
All values	SRO for Finance and SRO for Legal or their nominees in accordance with the Council's Scheme of Delegation and consultation in with the Director of Procurement (STAR)

9. Exemptions and Modifications

Exemptions

- 9.1 In limited circumstances, it may be necessary to seek an Exemption from the Rules and guidance from STAR must be sought before any procurement activity commences.
- 9.2 An Exemption is an exemption to the requirements under these CPRs only and cannot be considered where the Contract value is above the relevant Regulation Threshold.
- 9.3 Exemptions will only be considered in exceptional circumstances. Examples of circumstances which may be considered exceptional could include the following:
- The arrangement is a permitted exemption from the requirement for competition contained in European or domestic legislation;
 - To comply with legal requirements;
 - The Contract is for Supplies, Services or the execution of Works which are required in circumstances of extreme urgency or unforeseeable emergency involving risks to persons, property or serious disruption to Council services;
 - Repairs or parts — if the only option is to repair or buy new parts for existing equipment or buildings, and there is only one supplier;
 - Where a Service review includes the intention to co-terminate relevant Contracts;
 - Proprietary or patented supplies or services are proposed to be purchased which, in the opinion of the ASO, are only obtainable from one person, and it can be demonstrated that no reasonably satisfactory alternative to those proprietary or patented supplies is available; or
 - The ASO can demonstrate that no genuine competition can be obtained in respect of the purchase of particular Supplies, Services or execution of Works; or
 - The ASO is satisfied that the Services or execution of Works are of such a specialist nature that they can only be carried out by one person (e.g. statutory undertakers); or
 - Supplies are proposed to be purchased by or on behalf of the Council at a public auction; or
 - Supplies or Services are proposed to be purchased which are of a specialist or unique nature (such as antiquities for museums or a particular performance artist); or
 - Any other exceptional circumstances.

Procedure for Exemptions

- 9.4 To apply for an Exemption the ASO must fill in the Exemption Form and follow the process as set out in the Procurement Handbook.
- 9.5 For the avoidance of doubt, in circumstances where either Rule 6.2.4 or Rule 7.3.4 applies, then an Exemption Form should not be completed.
- 9.6 No commitment should be made to a potential Contractor prior to completion of the exemption procedure.

- 9.7 The Director of Procurement (STAR) is responsible for ensuring a complete record of all Exemptions. A record of the decision approving an Exemption and the reasons for it must be stored on the electronic procurement portal.

Modifications to a Contract or Framework Agreement

- 9.8 Contracts and Framework Agreements may be modified during their term without a new procurement procedure in accordance with this Rule 9.3 in any of the following cases:
- (a) where the Modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses, which may include price revision clauses or options, provided that such clauses
 - (i) state the scope and nature of possible modifications or options as well as the conditions under which they may be used, and
 - (ii) do not provide for modifications or options that would alter the overall nature of the Contract or the Framework agreement;
 - (b) for additional works, services or supplies by the original contractor that have become necessary and were not included in the initial procurement, where a change of contractor:
 - (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement, or
 - (ii) would cause significant inconvenience or substantial duplication of costs for the Council,provided that any increase in price does not exceed 50% of the value of the original Contract or Framework Agreement;
 - (c) where all of the following conditions are fulfilled:
 - (i) the need for Modification has been brought about by circumstances which a diligent Council could not have foreseen;
 - (ii) the modification does not alter the overall nature of the Contract or Framework Agreement;
 - (iii) any increase in price does not exceed 50% of the value of the original Contract or Framework Agreement.
 - (d) where a new Contractor replaces the one to which the Council had initially awarded the Contract or Framework Agreement as a consequence of:
 - (i) an unequivocal review clause or option in conformity with sub-paragraph (a), or
 - (ii) universal or partial succession into the position of the initial contractor, following corporate restructuring, including takeover, merger, acquisition or insolvency, of another economic operator that fulfils the criteria for qualitative selection initially established, provided that this does not entail other substantial modifications to the contract and is not aimed at circumventing the application of the Regulations;
 - (e) where the Modifications, irrespective of their value, are not substantial within the meaning of Rule 9.3.5;
 - (f) where Rule 9.3.3 applies; or
 - (g) where the Contract Value is below the relevant Regulation Threshold, any other exceptional circumstances as agreed by the SRO for Legal.
- 9.9 Where several successive Modifications are made:—
- (a) the limitations imposed by the proviso at the end of Rule 9.3.1 (b) and by Rule 9.3.1 (c)(iii) shall apply to the value of each Modification; and
 - (b) such successive Modifications shall not be aimed at circumventing the Regulations.
- 9.10 This Rule 9.3.3 applies where the value of the Modification is below both of the following values:
- (a) the relevant Regulation Threshold and
 - (b) 10% of the initial Contract or Framework Agreement value for service and supply Contract or Framework Agreement and 15% of the initial Contract or Framework Agreement value for works contracts,
- provided that the Modification does not alter the overall nature of the Contract or Framework Agreement

- 9.11 For the purposes of Rule 9.3.3 where several successive Modifications are made, the value shall be the net cumulative value of the successive modifications.
- 9.12 A Modification of a Contract or a Framework agreement during its term shall be considered substantial for the purposes of Rule 9.3.1(e) where one or more of the following conditions is met:
- (a) the Modification renders the Contract or Framework Agreement materially different in character from the one initially concluded;
 - (b) the Modification introduces conditions which, had they been part of the initial procurement procedure, would have:
 - (i) allowed for the admission of other Tenderer than those initially selected,
 - (ii) allowed for the acceptance of a Tender other than that originally accepted, or
 - (iii) attracted additional participants in the procurement procedure;
 - (c) the Modification changes the economic balance of the Contract or Framework Agreement in favour of the Contractor in a manner which was not provided for in the initial Contract or Framework Agreement; or
 - (d) the Modification extends the scope of the Contract or Framework Agreement considerably;
 - (e) a new Contractor replaces the one to which the Council had initially awarded the Contract or Framework Agreement in cases other than those provided for in paragraph Rule 9.3.1(d).
- 9.13 Where 9.3.1(a) applies, and the Framework Agreement or Contract provides in writing for an extension to the length of the Framework Agreement or Contract's term and the following conditions are met:
- a. The extension is for substantially the same works, supplies and/or services provided in the original Framework Agreement or Contract;
 - b. The financial terms for the extension are as agreed in the original Framework Agreement or Contract and deliver Best Value to the Council;
 - c. The OJEU/FTS notice or other advertisements for the Framework Agreement or Contract stated that an extension Contract may be awarded;
 - d. The estimated value of the Framework Agreement or Contract in the OJEU/FTS notice or other advertisements took account of the potential extension; and
 - e. The length of the extension is no longer than that permitted by the original Framework Agreement or Contract;
- the decision to award the extension may be taken by the SRO for the relevant service and the Director of Procurement (STAR).

Procedure for Modifications

- 9.14 To apply for a Modification the ASO must provide a copy of the original signed contract, fill in the Modification Form and follow the process as set out in the Procurement Handbook.
- 9.15 No commitment should be made to a potential Contractor prior to completion of modification procedure.
- 9.16 The Director of Procurement (STAR) is responsible for ensuring a complete record of all Modifications is kept and a record of the decision approving a Modification and the reasons for it must be submitted to STAR to be stored on the electronic procurement portal.

10. Declarations of Interest and Anti-Bribery and Corruption

- 10.1 The Council's reputation with regards to procurement activity is important and should be safeguarded from any imputation of dishonesty or corruption. All elected Members of the Council and Officers are reminded of their responsibilities in relation to gifts, hospitality and any conflicts of interest and should ensure they comply with the obligations set out in the Council's Members' Code of Conduct and the Officers' Code of Conduct respectively and any other relevant policies, guidance or strategies relating to bribery, fraud and corruption issued or endorsed by the Council from time to time

- 10.2 Any Officer or Member must declare any interest which could influence their judgement in relation to procurement activity in accordance with the Council's Codes of Conduct.
- 10.3 No gifts or hospitality should be accepted from any Bidders or Tenderers involved in procurement activity except in accordance with the Council's Codes of Conduct.

Contract Management

- 10.4 All Contracts must have a Council Contract Manager ("Contract Manager") for the entirety of the Contract. In the event that there is no named Contract Manager the ASO will fulfil the role of Contract Manager.
- 10.5 The Contract Manager will be responsible for reviewing monitoring and evaluating the contract to ensure that its provisions and the services within it are being followed and performed as they should be.
- 10.6 During the life of the Contract, the Contract Manager should monitor the Contract in respect to the following:
 - a. Performance (against agreed KPIs where relevant);
 - b. Compliance with specification and contract;
 - c. Cost;
 - d. Any Best Value duties ;
 - e. Continuous Improvement;
 - f. User satisfaction; and
 - g. Risk management.
- 10.7 Before the end of the Contract, the Contract Manager will work with STAR to give adequate time to prepare for the end of the Contract, and where appropriate, plan for the preparatory steps of the pre-procurement stage.
- 10.8 STAR can provide advice and support on good practice in performance management of Contracts.
- 10.9 All Contracts must be included and published on the Contracts Register maintained by STAR in line with the Local Government Transparency Code 2014. This is a mandatory requirement and it is the responsibility of the SRO for each Service to ensure that they have informed STAR of the Contracts they are responsible for and provided them with the information necessary to update the Contracts Register accordingly.

11. Retaining Relevant Documents

- 11.1 All records in relation to the award of Contracts and the associated procurement process, including supporting documentation, shall be stored by STAR in an electronic filing system to be available for inspection by the Council's internal and external auditors, or Officer, immediately upon request. Records will be retained in accordance with relevant regulations applicable to electronic record retention.
- 11.2 All contracts shall be returned to the Council by STAR and must be retained as follows:

Contracts not under seal and with a value between £5,000 and £249,999.99	for six years after the end of the Contract
all sealed Contracts and Contracts with a value of £250,000 and above	for twelve years after the end of the Contract
Contracts that are grant funded regardless of value	Must comply with retention period above or the terms and conditions of the grant,

	whichever is the longer
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- 11.3 If legislation related to any individual Contract stipulates a longer retention period than this, then the legislation requirements takes precedence over the Council's minimum periods.
- 11.4 Once executed, the Council shall retain one original of the complete Contract documents in line with the timescales in the table above and one copy of the complete Contract documents shall be provided to the Contractor.

SCHEDULE 1

Local arrangements for Trafford Council

There are no local arrangements.

SCHEDULE 2
Definitions

APO	means Authorised Procurement Officer and is the relevant STAR Officer who is responsible for the Goods, Services, execution of Works or Concessions Contract for which the Specification relates.
ASO	means Authorised Service Officer and is any Officer, within a directorate of the Council, who has delegated authority to undertake initiate and oversee procurement activity via STAR and whom is responsible for decisions connected to the award of a contract in connection with these Rules.
Best Value	has the same meaning as that defined in the Local Government Act 1999 as amended from time to time.
Bidder	means any Economic Operator that submits a Quote.
Call-Off Contract	means an order placed or a contract awarded in accordance with an established Framework Agreement or DPS and which are subject to the application of Rule 5.1.
CM	means the procurement Category Manager or similar role with equivalent experience and seniority within STAR
Concessions	means the granting of a right (exclusive or otherwise) to an economic operator to exploit works or services provided for their own gain with or without payment. Further guidance on Concession Contracts can be found in the Procurement Handbook
Contract	means a legally binding agreement between the Council and the Contractor for the procurement by the Council of all Goods, Services, the execution of Works and which incorporates the terms and conditions under which the Goods, Services, execution of Works and Concessions will be provided.
Contracting Authority	means any body which meets the definition of the same in the Public Contracts Regulations 2015
Contractor	shall mean the Bidder or Tenderer who the Council enters into a Contract with following the submission of a Quote or Tender and who is appointed by the Council to provide the Goods, Services, execution of Works or Concessions Contract. They may also be referred to as 'suppliers', 'providers' or 'service providers' within certain Council departments.
Contracts Finder	means the web-based portal provided for the purposes of Part 4 of the Regulations by or on behalf of the Cabinet Office.
DPS	Means Dynamic Purchasing System which is an electronic system procured using the restricted procedure for the purchase of commonly used goods services or works which are generally available on the market and objectively defined to which all bidders who meet the requirements of the selection criteria must be admitted during the entire period of the validity of the system
Economic Operator	means any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the execution of Works and/or a work, the supply of Goods or the provision of Services on the market
EIR	means the Environmental Information Regulations 2004, as amended from time to time
Electronic Purchasing System	means purchases made online or via a telephone system
Exemption	means the release of the obligation to comply with these Rules
Financial Procedure Rules/Regulations	means the written code of procedures forming part of the Council's constitution which provide a framework for proper financial management and which set out the rules on accounting, audit, administrative procedures and budgeting systems.

Find a Tender Service	Means the e-procurement portal by which above Regulation Threshold tenders are advertised.
FOI	means the Freedom of Information Act 2000
Framework Agreement	means an agreement between one or more authorities and one or more economic operators, the purpose of which is to establish the terms governing Call-off Contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.
Invitation to Tender	means an invitation issued by the Council to Tenderers to submit a Tender or a quote for the provision of Goods, Services, the execution of Works or a Concessions Contract in accordance with the Specification or request for those Goods, Services, execution of Works or Concessions Contract.
Joint Procurement	means the combined procurement actions of two or more of the STAR Authorities with one authority acting as the lead in the process and only one request for Quote or Tender published on behalf of all participating authorities.
Key Decision	has the same meaning as set out in the Council's constitution
Modification	means any variation to a Contract, DPS or Framework Agreement, including an extension.
Modification Form	means the form supplied by STAR for the purpose of recording the authorisation of a Modification.
Officer	means any employee of the Council which shall include any person engaged by the Council to act as an agent or consultant on its behalf
PID	means a Procurement Initiation Document providing details of the procurement activity and the authority to commence it as required in accordance with Rule 6.1.
Post Tender Report	means a summary of the outcomes delivered by the procurement activity
Procurement Functions	means the procurement operations of the Councils except for any procurement activity carried on by each Council that is specifically excluded by each Council from being dealt with by the STAR on its behalf.
Procurement Handbook	means the document which STAR Procurement may issue after having obtained the consent of the SRO Legal of each authority from time to time to set out the procedure to achieve the Council's procurement objectives
Procurement Policy	means the document which the Council may issue from time to time to set out how it will achieve its procurement objectives
Qualifying Contract	means any contract awarded to a legal person where the conditions under Regulation 12 of the Public Contracts Regulations 2015 are fulfilled.
Quotation Specification	means an appropriate description of the Goods, Services, execution of Works or Concessions (commensurate with the value of the Contract) setting out the Council's requirements in respect of Requests for Quotes
Quote	means a formal offer submitted by a Bidder to supply Goods, Services, execute Works or operate a Concessions Contract at a defined price
Regulations	means the Public Contracts Regulations 2015 SI2015/102, the Concessions Contracts Regulations 2016 SI2016/273 as amended or replaced from time to time.
Regulations Threshold	means the financial threshold as amended from time to time, and where applicable, requires the procurement activity to be subject to the Regulations.
Scheme of Delegation	means the scheme identified within the Council's constitution which delegates powers and duties of the Council to Officers under Section 101 of the Local Government Act 1972 and all other powers enabling such delegation necessary for the discharge of the Council's functions.
Services	means the time, effort and expertise required by the Council, from time to time, and supplied by a Contractor.
Specification	means the outputs, outcomes and the scope and nature of Goods,

	Services, execution of Works or Concessions Contract required by the Council from a procurement activity.
SQ	means "Selection Questionnaire" and is the document used by the Council to screen potential tenderers in accordance with the Regulations.
SRO	means "Senior Responsible Officer" and is the Officer delegated in the Council's Scheme of Delegation for the relevant service with the responsibility for the award of the Contract.
SRO For Legal	means the "Senior Responsible Officer for Legal" and is the most senior Officer delegated in the Council's Scheme of Delegation for Legal Services or in default of such delegation, the Council's Monitoring Officer.
SRO for Finance	means the "Senior Responsible Officer for Finance" and is the most senior Officer delegated in the Council's Scheme of Delegation for the Finance Services or in default of such delegation, the Officer appointed by the Council pursuant to s151 of the Local Government Act 1972.
STAR Legal	means an officer of Trafford Council's legal team which provides a legal service to STAR and STAR Authorities, in connection with and to facilitate discharge of the Procurement Functions by STAR.
STAR Legal Officer	means a member of the legal team jointly funded by all participating Council's in accordance with the IAA, whose role is to provide legal support to STAR.
Supplies	means an inherently useful tangible item required by the Council, from time to time.
Tender	means a formal offer submitted by a Tenderer to the Council at a stated price in response to a Specification to supply Goods, Services, execute Works or operate a Concessions Contract.
Tenderer	means any Economic Operator that submits a Tender.
The Chest	means the Council's eProcurement system.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time .
Value for Money	means the optimum combination of whole-life costs, price, quality and benefits to meet the Council's requirement. Such a term equates to the requirement in the Regulations of most economically advantageous offer as well as the duty of Best Value as defined by the Local Government Act 1999 as amended from time to time.
Work	means the provision of physical activity which is directed toward the production or accomplishment of something by the Contractor, from time to time.
Writing	the requirement that any document should be in writing is satisfied where (apart from the usual meaning of that expression) the text of it is created and transmitted by electronic means, in legible form, and capable of being used for subsequent reference.

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Agenda Item 5

Report to: EXECUTIVE CABINET

Date: 27 July 2022

Executive Member: Councillor Eleanor Wills – Executive Member (Health)

Reporting Officer: Debbie Watson, Interim Director of Population Health
James Mallion, Interim Assistant Director of Population Health

Subject: **SUPPLEMENTAL SUBSTANCE MISUSE TREATMENT AND RECOVERY GRANT 2022/23, 2023/24 and 2024/25 – 3 YEARS FUNDING**

Report Summary: This report provides background information on the Supplemental Substance Misuse Treatment and Recovery Grant, which the government is awarding to local authorities to deliver the ambitions set out in the new national drug strategy. It outlines the successes of the previous year of additional substance misuse grant funding from government and describes the proposed approach to the commissioning and delivery of this continued grant in Tameside with a value of £539,066 for 2022/23 and indicative figures of £728,609 for 2023/24 and £1,195,980 for 2024/25.

The Council proposes to commission our existing specialist substance misuse service provider, CGL Services My Recovery Tameside to deliver the services funded by the grant. The substance misuse commissioners in the Population Health Team are working collaboratively with the management team from CGL to develop a continued robust delivery plan that meets local needs and delivers on the changing range of interventions set out in this report.

Recommendations: That Executive Cabinet be recommended to agree:

- (i) That approval is given to award the indicative allocation of £2,463,655 for delivery of the Supplemental Substance Misuse Treatment and Recovery Grant in 2022/23, 2023/24 and 2024/25 as outlined in this report in the premise that the indicative figures of £728,609 for 2023/24 and £1,195,980 for 2024/25 are received, though the final allocations may vary.
- (ii) That approval is given to vary the existing contract with CGL Services My Recovery Tameside to deliver the Supplemental Substance Misuse Treatment and Recovery Grant in 2022/23, 2023/24 and 2024/25. This has been advised by STAR as an appropriate procurement route as the financial value sits within the threshold for variations to the existing contract, and the timescales of the grant funding fall within the current contract term.

Financial Implications:
(Authorised by the statutory Section 151 Officer & Chief Finance Officer)

Budget Allocation (if Investment Decision)	3 Years Funding 22/23 £539k 23/24 £729k 24/25 £1.196k
CCG or TMBC Budget Allocation	TMBC
Integrated Commissioning Fund Section –	Section 75

S75, Aligned, In-Collaboration	
Decision Body – SCB, Executive Cabinet, CCG Governing Body	SCB
Value For Money Implications – e.g. Savings Deliverable, Expenditure Avoidance, Benchmark Comparisons	The financial implications outlined in this paper is to confirm the additional supplemental additional grant allocation that has been awarded to Tameside LA. The deployment of these funds within the paper is to commission CGL Services through procurement routes to deliver the requirement of the grant up to its maximum value with no additional costs to the Local Authority. Final allocations may vary, but the LA will not over commit available funds.
Additional Comments	

Legal Implications:
(Authorised by the Borough Solicitor)

As with any grant funded initiative it is critical that the project officers comply with the terms of the grant to ensure that no clawback or refusal of further tranches of funding are triggered.

The project officers should ensure that they seek advice from procurement in relation to the extension of existing contracts to ensure that it is undertaken compliantly.

How do proposals align with Health & Wellbeing Strategy?

The proposals link with several of the strategic priorities of the health and Wellbeing Board:

- Improve the health and wellbeing of local residents throughout life
- Give targeted support to those with poor health to enable their health to improve faster
- Develop cost effective solutions and innovative services, through improved efficiency

This programme will address the priority to reduce reoffending.

How do proposals align with Locality Plan?

The proposals will support the locality plan objectives to –

- 1.1 Improve health and wellbeing for all residents
- 1.2 Address health inequalities
- 1.3 Protect the most vulnerable and those suffering multiple disadvantage

How do proposals align with the Commissioning Strategy?

This supports the Commissioning Strategy priorities around addressing the wider determinants of health and encouraging healthy lifestyles

Recommendations / views of the Health and Care Advisory Group:

Not taken to HCAG. This report has been discussed at the Tameside Community Safety Partnership, where it is proposed that progress on this work and outcomes will continue to be reported to.

Public and Patient Implications: The recommendations will ensure continued access to services to improve health and wellbeing and reduce drug related crime and wider drug related harms, including drug related deaths.

Quality Implications: The Council is subject to the duty of Best Value under the Local Government Act 1999, which requires it to achieve continuous improvement in the delivery of its functions, having regard to a combination of economy, efficiency and effectiveness. The same quality assurance over the existing contract with CGL Services will apply additional services from this grant funding.

How do the proposals help to reduce health inequalities? This expanded programme of interventions will continue to address a wide range of inequalities. There will be a strong focus on identifying and reaching those suffering multiple disadvantage. There will also be a greater focus on supporting the most vulnerable children and young people to reduce drug and alcohol harms. The pathways and protocols developed will ensure more support and equitable access to service.

What are the Equality and Diversity implications? The Substance Misuse services provided are available regardless of age, race, sex, disability, sexual orientation, religion or belief, gender reassignment, pregnancy and maternity, and marriage and civil partnership. This proposal targets those who are involved in or on the edge of the criminal justice system; and the most vulnerable children and young people in our communities to reduce drug and alcohol harms.


What are the safeguarding implications? There are no safeguarding implications associated with this report. Where safeguarding concerns arise the Safeguarding Policy will be followed.

What are the Information Governance implications? The necessary protocols for the safe transfer and keeping of confidential information are maintained at all times by the provider. A Data Protection Impact Assessment (DPIA) is in place with the provider under the existing contract.

Has a privacy impact assessment been conducted? A privacy impact assessment has not been carried out.

Risk Management: Risks will be identified and managed by the implementation team and through ongoing performance monitoring once the grant funding has been awarded. Particular risks to this programme include recruitment delays due to the large amount of recruitment to similar roles taking place across the country, associated with this funding; and maintaining capacity in relevant partner agencies to continue to support and be involved in the programme. These are being mitigated in the planning for this programme. Further detail in Section 6 of the report.

Access to Information: The background papers relating to this report can be inspected by contacting the report writer James Mallion, Interim Assistant Director of Population Health.

 Telephone: 0161 342 2328 / 07970946485

 e-mail: james.mallion@tameside.gov.uk

1 INTRODUCTION

- 1.1 Substance misuse places a significant burden on health outcomes in Tameside. High rates of drug and alcohol consumption and dependence have a substantial impact with Tameside having high rates of alcohol-specific mortality, opiate users and adults with drug dependency living with children in the borough.
- 1.2 The local authority commissions an established, all-age integrated substance misuse service, which is delivered by CGL Services, My Recovery Tameside (CGL MRT), which was first commissioned in August 2015 as a 10-year transformational contract. Despite substantial challenges in recent years and increasing demand, outcomes within the service have significantly improved, with a 13% increase in the numbers now successfully accessing treatment, a 9% increase in those leaving the service in a planned way as a result of their successful outcomes, and the number of people accessing treatment from the criminal justice system has more than doubled.
- 1.3 In the last financial year (2021/22) the government provided additional funding to support drug treatment services and reduce drug related crime. Tameside was awarded a Section 31 grant of £406k. A report was taken through Strategic Commissioning Board in April 2021 and this funding was used to vary the existing contract with CGL to provide enhanced services across the borough. Further detail of the performance and impact of this additional funding can be found in section 3 of this report.
- 1.4 In December 2021 the Office of Health Improvement & Disparities (OHID) announced further additional funding for drug treatment services of £780million nationally over the next 3 years, alongside the launch of the new national drugs strategy. This new funding, the Supplemental Substance Misuse Treatment and Recovery Grant (SSMTR) will support improvements in the quality and capacity of drug and alcohol treatment over the next 3 years.
- 1.5 This paper outlines the strategic context to this funding; successes and impact of last year's additional grant funding; proposals of how this further funding will be utilised to improve health outcomes for Tameside residents in 2022/23, 2023/24 and 2024/25; and next steps to put this in place.

2 THE NATIONAL AND TAMESIDE CONTEXT

- 2.1 In early 2020, the Independent Review of Drugs¹ by Professor Dame Carol Black was published which outlined the current situation with substance misuse treatment and recovery services; preventative interventions; and the ways in which drugs fuel serious violence and cause wider harms in England. This made a series of recommendations for change to improve the effectiveness of drug prevention and treatment.
- 2.2 On the back of this review, the new government drugs strategy was published, "***From Harm To Hope: A 10-year drugs plan to cut crime and save lives***"², which provides a 10-year plan to cut crime and save lives by reducing the supply and demand for drugs and delivering a high quality treatment and recovery system. The grant funding described in this paper has been allocated to provide the additional resource needed to deliver the change this strategy calls for.
- 2.3 Locally in Tameside, there is already an extensive work programme to tackle the harms of drugs and alcohol across the borough including our specialist, all-age, integrated substance misuse treatment service CGL MRT which has a long-term contract in place until July 2025,

¹ <https://www.gov.uk/government/collections/independent-review-of-drugs-by-professor-dame-carol-black>

² <https://www.gov.uk/government/publications/from-harm-to-hope-a-10-year-drugs-plan-to-cut-crime-and-save-lives>

however we also have the hospital addiction service; therapeutic residential supported housing; motivational programmes in community and residential settings; proactive work with licensing colleagues to reduce alcohol availability across the community; the Alcohol Exposed Pregnancies programme; dedicated work on hidden harm to children; and a newly established multi-agency drug related death panel to share learning and improve practice.

- 2.4 The Tameside Community Safety Partnership (CSP) also plays pivotal role in the substance misuse agenda and progress on the work programme is reported to this group. The priorities of the Tameside Community Safety Strategy align with key aspects of the Substance Misuse Programme and outcomes of the locally commissioned service.

3 OUTCOMES OF THE 2021/22 UNIVERSAL SUBSTANCE MISUSE GRANT FUNDING

- 3.1 Tameside council received £406k of additional grant funding for the Universal programme to tackle drug related harms and crime in 2021/22.

- 3.2 CGL were commissioned to deliver the specific set of interventions required for this programme. These included enhanced harm reduction; increased treatment capacity for those entering and leaving the criminal justice system; improved pathways with criminal justice; enhanced recovery support; and specific action to tackle drug-related deaths.

- 3.3 This programme has been successfully delivered throughout 2021/22 in Tameside with some key achievements to date:

- Continuity of Care (people in need of support for substance misuse accessing a treatment provider upon release from prison) has increased 26% this year with Tameside now having 75% of all prison leavers who require support accessing it, significantly higher than the national average.
- Dedicated workers now in place in the custody suite to engage with those entering the criminal justice system who may have substance misuse issues
- Daily meetings in place between custody in-reach worker and the Liaison and Diversion team based in the custody suites at GMP Ashton to rapidly identify and support people needing early intervention.
- 21% increase in referrals to drug treatment from criminal justice partners due to improved pathways and regular meetings to co-ordinate care between GMP, Probation, HMP Forest Bank, Active Tameside, local shopping centres, Tameside GPs, The Anthony Seddon Fund and other local organisations.
- Large increase in distribution of naloxone kits (used in the event of an overdose and proven to save lives). Over 700 kits distributed with a mixture of injected and nasal kits - throughout the hospital, including A&E; to staff at Hyde Shopping Centre; housing staff at Jigsaw; Job Centre; homelessness teams; and the Bridges domestic abuse service
- A needle & syringe exchange machine providing clean injecting kits has been installed at The Station pub in Ashton for vulnerable service users
- Prison in-reach worker directly supporting people in prison and working closely with homeless teams to support those at risk of being homeless upon leaving prison. HMP Forest Bank has already fed back *“CGL Tameside are offering a very ‘smooth transition’ from prison to community, the most fluid so far”*.
- Prison release tracker now in place to better monitor all prison releases.
- New drug-related death panel established for Tameside with multi-agency membership and support from Liverpool John Moors University and the Coroner’s office - to examine the circumstances around each drug-related death of a Tameside resident to learn and improve actions & approaches across all agencies
- Increase in group work with dedicated sessions taking place at the Women & Families Centre (2 full cohorts taken through a dedicated 8-week programme to date, with 1 more in progress). A quote from a client attending the group: *“I am able to talk about my situation and know that I have the support of others in the group”*.

3.4 To add to these achievements, Tameside have been contacted by the national team at OHID running this programme to use our work as a case study as we are currently one of the highest performers nationally in terms of the increases in the number of people we have in treatment through criminal justice, the number of referrals we are receiving from partners and the proportion of people who have continuity of care once they leave prison.

4 PROPOSALS FOR THE SUPPLEMENTAL SUBSTANCE MISUSE TREATMENT AND RECOVERY GRANT 2022/23 – 2024/25

4.1 Following the 1-year funding from central government in 2021/22, a new 3-year package has now been announced for 2022/23, 2023/24 & 2024/25 for local authorities in order to help deliver the government’s new drugs strategy.

4.2 As with last year, the funding will be dependent on maintaining existing (2020/21) investment in drug and alcohol treatment.

4.3 This funding is titled the Supplemental Substance Misuse Treatment and Recovery (SSMTR) grant and will consist of two separate components: **Supplemental** – offered to every local authority at a similar level to 2021/22, with Tameside being one of 50 areas nationally with higher levels of need who will be allocated enhanced funding in 2023/24 and 2024/25; **Inpatient Detoxification** – smaller element delivered at sub-regional level to provide additional clinical detox beds.

4.4 The **Supplemental** component is the main element, which this paper discusses. Allocations have been announced for Tameside which can be found in the table below.

Tameside SSMTR Grant Allocation	2022/23 (confirmed)	2023/24 (indicative)	2024/25 (indicative)	Total
Supplemental	£539,066	£728,609	£1,195,980	£2,463,655

Table 1: Tameside SSMTR Grant Allocation (3-years) 2022-2025

4.5 Similar to the grant conditions for last year’s funding, there is a specific menu of interventions which this funding must be used for, to improve outcomes for people who misuse substances. There is a greater focus on outreach, early intervention and supporting children & young people over the next 3 years of the funding.

4.6 The supplemental grant will be used to continue much of the good work that has commenced in 2021/22. The council were informed of the details of the new grant funding on 15 February 2022 which meant that any form of competitive procurement exercise would not be possible in order to deliver this within the 2022/23 financial year. For this reason, and in line with approaches across the country, it is proposed that our existing substance misuse treatment provider CGL will again be commissioned to deliver the next 3 years of this programme. Further detail is set out in Section 7 of this report.

4.7 The grant conditions specify 9 areas in which further capacity and improvements are needed to meet the ambitions of the national drugs strategy, and will be the focus of this additional funding over the next 3-years. Table 2 below outlines the proposals put forward in Tameside under each area, including the total of 11 posts being recruited in 2022/23 within CGL. These plans have been submitted to OHID and approved. Please note that plans are more detailed for 2022/23, with indicative plans in place for 2023/24 and 2024/25 – further detail of the plans can be found in Appendix 1 at the back of this report.

Supplemental Substance Misuse Recovery & Treatment Grant – Key Areas (menu of interventions)	Plans for Tameside for 2022/23 – 2024/25
1. System coordination and commissioning	Part time project manager employed by CGL to drive this programme forward with key partners and forums such as the Community Safety Partnership
2. Enhanced harm reduction provision	1 Healthcare Assistant, 2 Outreach Workers (one dedicated to children & young people), and 1 part-time Specialty Doctor will be employed to increase testing for blood-borne viruses, increase needle safety, support specialist prescribing for opiate users and provide more naloxone, including training for wider staff in these interventions. The outreach work will also engage with further cohorts and partners such as the ambulance service, sexual health services and steroid users. The outreach work will expand further in 2023/24 and 2024/25
3. Increased treatment capacity	1 Lead Nurse to increase numbers in treatment, 1 Recovery Coordinator to increase psychosocial group interventions, and an increase in investment in the ANEW therapeutic recovery housing model to enable more people to detox in the community
4. Increased integration and improved care pathways between the criminal justice settings, and drug treatment	1 Prison In-reach Worker and 1 Police Custody Link Worker to continue this highly successful element of our existing programme to support people in the criminal justice system to access treatment
5. Enhancing treatment quality	1 Young Person Intervention Worker who will increase numbers of young people receiving early interventions by directly targeting education settings and community services and events. Further young person workers will be added to this approach and an enhanced early intervention model for 2023/24 and 2024/25. Multi-agency Tameside Drug-Related Death Panel will continue with dedicated support to improve practice, based on learning
6. Residential rehabilitation and inpatient detoxification	The GM allocation will provide 220 additional beds for Tameside residents requiring an admission for detox
7. Better and more integrated responses to physical and mental health issues	Lead nurse and leadership team will drive ongoing partnership work across healthcare agencies, particularly mental health support via Pennine and community mental health teams. To include training for wider staff groups
8. Enhanced recovery support	2 Recovery Support Workers employed to work with service users to ensure they have access to a wide variety of activities to support sustained recovery.
9. Expanding the competency and size of the workforce	To meet the aim to generally expand the skills and size of the workforce to reduce existing caseloads, 4 additional Recovery Coordinators will be employed. Further Drug & Alcohol Recovery Workers and Recovery Support Workers will be recruited in 2023/24 and 2024/25 to further expand early intervention and treatment capacity

Table 2: Tameside plans for the SSMRT Grant for 2022-2025

4.8 For the inpatient detox element of this programme Tameside will benefit from a GM-wide allocation to increase inpatient detox capacity. Further conditions are set out in a Memorandum of Understanding that accompany the grant agreement, however this element of the funding will not be allocated directly to the council as it will be managed at a GM-level. Tameside's allocation will be £65,467 per year over 3 years, which will purchase 220 bed nights, at current rates, for high risk service users requiring admission and a bed for clinical detox. This will be monitored to ensure we receive our allocation and value for money.

5 OUTCOMES TO BE ACHIEVED 2022/23 – 2024/25

- 5.1 The areas of work outlined in Table 2 above will seek to achieve the following outcomes for Tameside residents:
- Increase in people receiving treatment (overall 20% increase for adults and 50% increase for children & young people) by 2025.
 - Improved continuity of care (number of adults who engage in community based treatment upon leaving prison). Currently high performing with 75% success rate compared to national 37% - target to increase this to 88% success in Tameside by 2025 (to be achieved by improving pathways with courts, prisons and police custody)
 - Reduced drug-related deaths, principally from overdose poisoning (increase provision and use of naloxone kits)
 - Increase the proportion of service users in residential rehab to 2% of overall treatment population – target for a 100% increase on current levels to meet this by 2025 in Tameside
 - Increase in use of inpatient detoxification bed nights (220 additional bed-nights for Tameside residents)
 - Enhancing needle and syringe programmes (NSP) to reduce blood-borne viruses (BBV) and introducing peer to peer NSP
 - Increase access for steroid users, by direct targeting and partnership work with local gyms
 - Greater focus on group work interventions and outreach provision to prioritise early intervention and increase treatment capacity (reducing Recovery Worker caseloads)

6 RISKS

- 6.1 There is potential for delays in commencing some elements due to risks around successful recruitment, with large numbers of areas nationally recruiting to very similar posts to deliver the expansion of these programmes at the same time. Tameside plans to retain the existing staff employed during 21/22 wherever possible and recruit as quickly and efficiently as possible, with support from CGLs national resources, with minimal slippage. We expect to be able to deliver the programme in-year.
- 6.2 Partner agencies required for the delivery of the programme such as probation services and the police may experience delays in their engagement with this work due to other pressures such as ongoing internal reform and reviews taking place in some of these agencies, however engagement during the current year has been positive and progressed well as detailed in section 3 of this report.

7 NEXT STEPS

- 7.1 If approval is given, the Council will vary the existing contract with CGL MRT to deliver the Supplemental component of the Section 31 Grant for 2022/23, 2023/24 and 2024/25. This is based on the established contract with CGL Services to provide substance misuse treatment services in Tameside. There is provision within the current contract to extend the service to the amounts set out in this grant allocation and over this time scale up to 2024/25. The cumulative value of modifications on this contract to date, including the proposals outlined in this paper, remains less than 50% of the original contract value, therefore this can be awarded via a modification and contract variation. Population Health have engaged with and sought advice from STAR procurement throughout this process and will continue to follow this advice regarding the relevant procurement route and requirements.
- 7.2 This work will be driven by the existing Reflect & Reconnect steering group led by CGL and TMBC consisting of key partners working on the various aspects of the programme including GMP, Probation, Mental Health services, Housing, Homelessness services, the Women & Families Centre, Bridges Domestic Abuse Service, Job Centre Plus and others. This group

will ensure the delivery meets local needs and delivers the range of interventions set out in the OHID grant guidelines. The progress and outcomes will also continue to be reported into the Tameside Community Safety Partnership.

- 7.3 CGL will retain the flexibility to subcontract elements of the programme where appropriate, to ensure successful and timely delivery of interventions. Also, where and if it has been agreed, to deliver elements on a GM footprint.
- 7.4 CGL will implement the programme of interventions, ensure the offer is embedded within local neighbourhoods and monitor the outcomes of the work. The Council will retain responsibility for evaluation and reporting back to OHID in terms of spend, achievements and outcomes. Population Health will also continue to have oversight, ensuring the sustainability of the projects in the longer term, utilising partnerships and local communities as assets.

8 CONCLUSION

- 8.1 This grant has been provided to support local areas and treatment systems to meet the targets and ambitions set out in the government's new national drugs strategy. It presents an opportunity in Tameside to build on the successes already being seen with the overall performance and improvements in our local treatment service, provided by CGL, and also the positive impact of the additional grant funding received in 2021/22.
- 8.2 Over the next 3 years, this grant funding will enable us to: increase the number of people in treatment; successfully engage more adults in community-based structured treatment following release from prison; and reduce the levels of, drug-related deaths, drug-related offending and prevalence of drug use in Tameside.

9 RECOMMENDATION

- 9.1 As stated at the front of this report.

APPENDIX 1

Supplemental Grant Planning Template 22/23 – 24/25

a) Indicative 3-year Planned Investment

Source	Baseline		Year 1	Year 2	Year 3
	2020-21 (actual)	2021-22 (projected)	2022-23	2023-24	2024-25
Adult substance misuse spend categories ¹	£ 3,311,000	3,416,660	3,523,951	3,419,951	3,419,951
Specialist drug and alcohol misuse services for children and young people ²	£ 174,000	£174,000	£174,000	£174,000	£174,000
Additional local investment that contributes substantially to substance misuse treatment and recovery outcomes ³	0	47,460,87	62,890.61	62,890.61	62,890.61
Supplemental substance misuse treatment and recovery grant		£0	£539,066	£728,609	£1,195,980
Inpatient detoxification grant		£0	£65,467	£65,467	£65,467
Total		£ 3,590,660	£ 4,365,375	£ 4,450,918	£ 4,918,289

b) Detailed Plan 2022/23 (Key Areas & Proposals)

Area	Intervention	Your proposal
1. System coordination and commissioning	Strategic Leadership and Partnerships	The Service Manager will lead on strategic and operational collaboration and expand and develop system-wide partnerships to support key strategic aims and outcomes of the SSMTRG (increasing numbers in treatment, reducing caseloads, improving quality, workforce development and reducing mortality). The Service Manager will lead the further development of the strategic vision for improving the capacity and quality of substance misuse services in Tameside. The Service Manager will also ensure that the vision is aligned to the existing strategic vision for My Recovery Tameside (MRT) and work in partnership with Population Health and Commissioning to align the vision and operational delivery to the Tameside strategic plan and the national ambition.
	Reflect and Reconnect programme leadership	CGL will extend the contract of the Project Manager to operationally lead and manage the Criminal Justice and Harm Reduction team and the programme delivery in this area. The Project Manager will continue to oversee the line management of non-clinical staff who are delivering CJ and Harm Reduction Interventions. The Project Manager will be accountable to the Deputy Services Manager and will maintain and further develop partnerships with CJ agencies and local services to support an increase in people involved in the CJ system to access services. The Project Manager will also lead on harm reduction across the service, ensuring this is embedded across all areas of provision, including adults, YP, families and the wider community.
	TMBC Population Health Manager and Adult Commissioner.	The Population Health Manager and Commissioning team will ensure strategic leadership, commissioning, performance management and evaluation for the SSMTRG. They will provide Population Health leadership and guidance to meet the Substance Misuse needs of the local population, across Children, YP, families and adults. The Population Health and Commissioning Team will work closely with the Services Manager to ensure a system-wide response to SSMTRG and the increase of people in treatment, reduced caseloads and reduced mortality. The programme will be steered by a Partnership Group and will report to the Community Safety Partnership and Interim Assistant Director of Population Health on a quarterly basis.
2. Enhanced harm reduction provision	Enhancing BBV interventions, expanding NSP and introducing peer to peer NSP	CGL My Recovery Tameside will employ an Health Care Assistant (HCA) to deliver interventions to reduce the harm associated with injecting drug use and to encourage the use of needle syringe provision (NSP). The HCA will also provide BBV testing, safer injecting training for staff and service users, and work with the Lead Nurse and Project Manager to develop a peer to peer NSP within Tameside. The HCA will work within the clinical team and provide interventions to support the wider nursing and clinical provision, thereby creating additional capacity for the existing Health and Well-being Nurses. Phlebotomy training will be offered to the HCA, to support BBV testing and treatment, and to support safer injecting training. By sharing this knowledge and expertise, the HCA will also contribute to the skills development of the wider staff team, as well as providing key harm reduction information to people who use the service. Educational resources, training materials and information for service users
	Expanding community Naloxone provision and developing Peer to Peer provision	The Harm Reduction Outreach worker will deliver training in overdose prevention and overdose response to service users. These will be structured group work sessions. They will also deliver training sessions to staff, to enhance the quality of harm reduction interventions across the entire service. They will be expected to maintain and build upon existing partnerships with local provision such as NNAS and St John's Ambulance and identify and seek out further opportunities to engage with partner agencies across the borough to both provide harm reduction interventions and to encourage people into treatment services. They will train service users to disseminate this information within their peer groups, developing peer to peer Naloxone provision MRT will develop a YP specific outreach offer, by employing a YP outreach worker to identify local need (via partnerships and local intelligence), to develop and deliver local campaigns aimed directly at YP and to deliver harm reduction interventions. They will compliment the adult outreach worker on specific community activities, (for example, drug litter clearance to reduce stigma in the community and forge partnerships). Both adult and YP outreach workers will focus on asset based community work and establishing partnerships and early intervention within communities.
		CGL My Recovery Tameside will continue to purchase additional prenoxad and nrxoid kits. We will continue to disseminate these to people using the service, to family members, partner agencies, town centres and other services. This will contribute to the aim to reduce mortality in opiate substance users within the borough.
	Increasing access for steroid users, by direct targeting and partnership working with local gymnasiums	MRT will continue to build on the targeted outreach work with steroid users, providing training and education directly aimed at gyms, resources (leaflets and digital information) and needle syringe provision. Not only will this reduce harm amongst steroid users, MRT can encourage steroid users to access site-based NSP should they encounter any difficulties with their injecting use.
	Continuation of o/r programme from 21/22	MRT will continue with the outreach provision that has been delivered in 2021/22 and build upon this work with the clear plan and priorities around increasing outreach to rough sleepers, sexual health services (including those involved in chemsex) and to identify the needs of Tameside sex workers. We will use existing partnerships to identify need and to access and engage these groups of people in both outreach, harm reduction and structured treatment (if appropriate). This will contribute to increasing the number of people in treatment services.
	Identify the need for low threshold prescribing	We will continue to employ the Specialty Doctor to lead on prescribing of Buprenorphine and to also review the need for, and the implementation of low threshold prescribing to improve harm reduction for Tameside opiate users. This Specialty Doctor will also provide additional clinical capacity to accommodate the increased numbers of people in to treatment, ensuring that pharmacological interventions are delivered in a timely way.

3. Increased treatment capacity	Continue with buvidal	CGL MRT will employ a Lead Nurse to lead the delivery of the buvidal programme, to clinically supervise existing Health and Well-being Nurses and HCA's. The Lead Nurse will oversee clinical harm reduction interventions (e.g.BBV) and drive performance for vaccination and Hepatitis C treatment. The Lead Nurse will also oversee clinical alcohol interventions, providing additional resources to support increasing numbers of alcohol users in treatment. The Lead Nurse will contribute to collating learning from service-based death reviews and contribute to the DRD panel. The Lead Nurse will ensure safety and compliance with NICE guidance and will lead on service based regulation and compliance (e.g. infection control). The Lead Nurse will also develop partnerships with health care providers (Hospital, Hals, primary care nursing) and contribute to the development of ICS within MRT.
	Psychosocial group interventions	A Recovery Coordinator will be recruited to focus on developing and delivering a comprehensive group work programme which provides PSI to people accessing the service. For the initial 12 months, they will carry a caseload and this will be adjusted to accommodate the development of PSI. In 23/24 and 24/25, the PSI development will be complete and they will then carry a full caseload. This will contribute to the reduction in overall caseloads within the service and improve the quality of PSI interventions delivered within the service.
	Increasing community detox	The employment of the HCA (detailed above) will allow the re-deployment of existing Health and Well-Being Nurses to deliver increased alcohol community detoxes. In 22/23, MRT will continue to subcontract ANEW utilising existing subcontracted therapeutic recovery housing to increase the support for community detox provision. This will enable more people to access community detox, who may not have previously been able to do so, due to the living arrangements. The MRT nurses will provide direct face to face support and ANEW will provide the living support. Clinical assessment will take place for suitability for community detox. Those with identified clinical need, requiring additional clinical support, will continue to be referred to the IPD beds.
4. Increased integration and improved care pathways between the criminal justice settings, and drug treatment	Continue with the existing reflect and reconnect programme	<p>MRT will continue to support people involved in the CJ system to access treatment. We will continue to build upon the relationships we have established with prisons, increasing prison in-reach and continuity of care from prison to community. This will contribute to increasing the numbers of people in structured treatment and reducing the risk of harm for people at the point of transfer from prison to community. This will also contribute to increasing the numbers of people accessing structured treatment.</p> <p>MRT will continue with the existing Reflect and Reconnect group intervention programme that supports people involved in (or at risk of being involved in) the CJ system. This group intervention provides both EBI and structured PSI and has been adapted for both. The programme also offers flexibility in terms of access. MRT will continue to provide continuity of care pathways from the Police, Test on Arrest, Required Assessments, L&D, IRS and Womens Centre to the Reflect Interventions and wider core service, via the Police Custody Link Worker. This worker will continue to review, adapt and deliver the interventions, maintain and develop relationships with partners, carry a caseload of people accessing structured treatment and promote the programme across the partnership.</p> <p>The continued employment of a Project Support Officer (Administrator) will ensure systems and processes are effectively monitored and administered, referrals are processed in a timely way and case management information is shared to support continuity of care.</p> <p>MRT will continue to offer Buvidal to those with clinical need. The service anticipates there being 15 people starting on Buvidal treatment and continuing this for a minimum of a 12 month period. The costs here include both prescribing and dispensing costs.</p>

5. Enhancing treatment quality	Explain Early Intervention provision for YP	MRT will expand the offer for YP to include an Early Intervention Worker to specifically target education establishments (mainstream and specialist) and community events, to provide IBA and Brief interventions to YP in order to prevent substance use escalation. This role will link closely with existing YP Resilience Workers to identify need within local educational and community services and will develop specific IBA and BI interventions to meet local need. The focus here will be on prevention, working closely with partners and delivering high quality interventions. This will allow increased capacity within the YP service, as existing YP Resilience Workers will focus on delivering structured interventions to YP with more complex needs. This will ensure the number of YP accessing structured support increases.
	Segment caseload	MRT will employ an individual to complete the segmentation of the existing caseload and develop an evaluation framework plan. By fully understanding the complexity of needs of the service user cohort, MRT will be able to continue to deploy resources where they are most needed, focus on specific harm reduction interventions to meet local need, ensure the delivery of timely interventions and ensure the workforce is skilled to deliver the appropriate interventions for the cohort. This will also provide the basis for a scoping needs assessment during 2023/24. The segmentation and needs assessment will identify key factors around under-represented groups (e.g. Ethnic minority communities) and provide the opportunity for Population Health and MRT to adapt services.
	DRD panel	MRT and Tameside Population Health will continue to work closely with LJMJ and to hold a quarterly Drug Related Death Panel. This will enable the service and partner agencies to identify key themes in relation to local deaths and develop learning and actions to work towards reducing mortality.
6. Residential rehabilitation and inpatient detoxification	residential rehabilitation placements	During 21/22, we block purchased a number of residential rehab beds. Due to circumstances beyond our control, not all of these beds were used. The main reasons were covid, delays in accessing in-patient detox, service user choice and service user changing needs. MRT has an existing core contract with ANEW Approach CIC to provide 12 week stays in therapeutic recovery housing, within Tameside. Therefore, £15,000 will also be provided to ANEW to provide additional therapeutic recovery housing beds. This will ensure that the people who use our service have a wide choice of both out of borough and local residential placements to support their recovery.
7. Better and more integrated responses to physical and mental health issues	Health and Social Care Partnerships	MRT and Population Health will continue to build upon existing partnerships with Primary Care Networks, working towards Integrated Care Systems. We will also continue to work closely with local Hospitals, Hospital Addiction Liaison Service (HALS), CMHT, Palliative Care and Children's and Adult Social care. The Lead Nurse (detailed above) will lead on the continued development of these partnership with our Health and Social Care providers. Not only will this ensure MRT is a key stakeholder in the development of ICS, it will also ensure that the partnership responds to the physical and mental health needs of the service users from a multi-disciplinary approach.
	Additional Resources	MRT will hire a small number of venues across the borough in which to deliver interventions and training. These venues will not only support easier access for people with accessibility difficulties (physical and mental), but will also support greater partnership working with other agencies. The venues will be used to deliver training/workshops for professionals and the funding will therefore be used for training packs and resources to support delivery.
8. Enhanced recovery support	Deliver community based recovery support	MRT will build upon the planning undertaken by the BRIC worker in the previous 6 months and deliver programmes to support sustained recovery. The BRIC worker has completed key tasks that have established a delivery programme for MRT. The outcome of this work is that MRT have identified the need for front-line Recovery Support staff who can work directly with people who use the service, to ensure they have access to a wide-variety of activities that will support sustained recovery. This will include facilitated access to mutual aid groups, the delivery of diversionary activities, development of links between ANEW approach, community groups and MRT activities to ensure an holistic and vibrant recovery community across Tameside
9. Expanding the competency and size of the workforce	Increase Adult Recovery Workers	CGL MRT recognised the need to significantly reduce caseloads. This will contribute to harm reduction, improved quality in terms of PSI interventions, better access to a range of local services via partnership working, better access to recovery support, increased throughput and improved performance in terms of outcomes. CGL MRT will increase the number of Recovery Coordinators across the service, with an aim to significantly reduce caseloads within the 3 years.
	Additional administrative Support	MRT will employ an additional part time administrator to support the staff and service. They will provide key activities including the administration of referral pathways, providing information to service users and partners, supporting with prescribing administration and clinical support.

Priorities for the upcoming year 22/23.

- Fully integrate Reflect workers recruited in 21/22 into core service and increase staff referrals into the Reflect programme
- Review existing programmes and pathways to increase service user throughput and increase the number of service users who can attend inpatient detox and residential rehab. Including shorter courses, late night groups and community based groups.
- Increasing the availability of clinical assessment appointments for prison releases.
- Harm Reduction making further links with community organisations, businesses, gyms, housing, early help, sexual health, adult social care, care homes and supermarkets to increase the provision of Naloxone – specifically training events for Naloxone to be set for all organisations including GPs and Primary Care Networks. This will help to reduce the number of Drug Related Deaths from opiate overdose.
- Encourage and increase collaborative working and to give an update on the progress of the project via continued monthly key stakeholder meetings.
- Driving the offer of inpatient detox and residential rehab for all criminal justice clients.
- Speciality Doctor will be leading on prescribing of the Buvidal programme and review the need for, and implementation of low threshold prescribing to improve harm reduction for opiate users.
- Improve links with Jobcentre Plus to increase the number of referrals, people being referred to the Reflect group and to help offenders to stabilise in the community.
- Complete vetting with GMP Ashton for the custody in-reach worker. This will provide Reflect with a visible presence in the custody suites with the aim of increasing the number of referrals into structured treatment and brief interventions and decreasing criminal activity.
- Continue to recruit volunteers to start peer to peer needle and syringe programme.
- Further prisons to be contact about completing pre-release triages, including Styal, Risley and Preston. This will be completed by the prison in-reach worker and the frequency of the visits will be in line with the number of releases from each prison.
- Develop roles, according to service need and expansion of the extra diversion, including Out of Court Disposal referrals. To increase and process incoming referrals into treatment and reduce offending and recidivism.

c) Outline Plans 2022/23, 2023/24 & 2024/25

Cohort	Outline plan for 2022-23	Outline plan for 2023-24	Outline plan for 2024-25
Young people (under 18)	The YP Harm Reduction Outreach worker (x 0.5) and YP Early Intervention Worker (x 0.5) will increase harm reduction and early intervention within schools and other community groups and services. This will increase capacity for the existing YP Resilience Workers to deliver structured treatment to YP with more complex needs.	Additional YP workers will continue. My Recovery Tameside (MRT) will expand the scope of these roles and build upon the work delivered in 2022/23	In 2024/25 MRT plans to employ an additional YP Resilience Worker to support the increase in people accessing structured support.
Adults	The Project Manager will lead on the delivery of Criminal Justice (CJ) and Harm Reduction interventions, ensuring harm reduction is embedded across the service. The Specialty Doctor will oversee the prescribing and delivery of medical interventions, such as Bupivac and provide additional clinical capacity to support the increase of numbers of people	In 2023/24, MRT will continue with all of the work from 2022/23. MRT will provide interventions specifically for cohorts identified by the segmentation and outreach workers identification of need. There will be capacity for an additional 7 people to commence Bupivac treatment.	In 2023/24, MRT will continue with all of the work from 2022/23. MRT will provide interventions specifically for cohorts identified by the needs assessment, segmentation and outreach workers identification of need. There will be capacity for an additional 7 people to commence Bupivac treatment (total 30).
Young people (under 18)	MRT will continue to expand partnerships and invest in existing partnership relations across the system. YP Resilience Workers will have increased capacity to develop and deliver quality structured interventions, as they will have additional staff delivering outreach and educational interventions.	MRT will continue to expand partnerships and invest in existing partnership relations across the system. YP Resilience Workers will have increased capacity to develop and deliver quality structured interventions, as they will have additional staff delivering outreach and educational interventions. MRT will fully embed Hidden Harm interventions across MRT and system-	MRT will continue to expand partnerships and invest in existing partnership relations across the system. YP Resilience Workers will have increased capacity to develop and deliver quality structured interventions, as they will have additional staff delivering outreach and educational interventions. MRT will fully embed Hidden Harm interventions across MRT and system-
Adults	MRT will continue to expand and invest in quality partnerships with key stakeholders and service leadership. 5 additional Recovery Workers will ensure reduced caseloads and the delivery of high quality interventions across the service. 1 of these people will focus on the enhancement of the PSI programme to improve quality. The Police Custody	In 23/24, the Population Health and Commissioning Team will conduct a Local Needs Assessment. MRT will also implement an "innovation fund". This will be pump-primed with £5,000 and will support service users to develop into a CIC, becoming self-sustaining by 24/25. We will continue to expand and invest in quality partnerships with key stakeholders and service	7 Additional Recovery Workers to ensure continued reduction of caseloads.
Young people (under 18)	1 x 0.5 YP outreach Worker + 0.5 YP Early Intervention Worker	1 x 0.5 YP outreach Worker + 0.5 YP Early Intervention Worker	1.0 YP resilience worker
Adults	1.0 Project Manager; 1.0 Health care Assistant; 1.0 Harm Reduction outreach Worker; 1 x 0.4 Specialty Doctor; 1.0 Lead Nurse; 5 x Recovery Coordinators; 2 x Criminal Justice Workers; 1.5 x Project Administrators; 2 x Recovery Support Workers. Phlebotomy training for HCA. Harm Reduction Training for all staff	1.0 Project Manager; 1.0 Health care Assistant; 1.0 Harm Reduction outreach Worker; 1 x 0.4 Specialty Doctor; 1.0 Lead Nurse; 5 x Recovery Coordinators; 2 x Criminal Justice Workers; 1.5 x Project Administrators; 2 x Recovery Support Workers	7.0 Recovery Workers; 1.0 Health and Well-being Nurse; 1.0 Administrator; 2.0 Recovery Support Workers. Assess need for additional leadership to provide appropriate and safe leadership across the service
Young people (under 18)	Develop Primary care, Secondary care, CAMHS and SEND partnerships to support YP with physical and mental health needs, ensure appropriate services are in place and accessible via MRT referral pathways. Explore opportunities for CAMHS and Children's Social Care workforce to undertake training placements with the service	Develop Primary care, Secondary care, CAMHS and SEND partnerships to support YP with physical and mental health needs, ensure appropriate services are in place and accessible via MRT referral pathways. Explore opportunities for CAMHS and Children's Social Care workforce to undertake training placements with the service	Develop Primary care, Secondary care, CAMHS and SEND partnerships to support YP with physical and mental health needs, ensure appropriate services are in place and accessible via MRT referral pathways. Explore opportunities for CAMHS and Children's Social Care workforce to undertake training placements with the service
Adults	Continue with DRD panel. Expand partnerships with Health and Social Care, PCNs and work towards ICS. Increase NSP and Naloxone provision across the borough via peer to peer and partnerships. Lead Nurse and HCA to support.	Continue with DRD panel. Expand partnerships with Health and Social Care, PCNs and work towards ICS. Increase NSP and Naloxone provision across the borough via peer to peer and partnerships. Lead Nurse and HCA to support.	Continue with DRD panel. Expand partnerships with Health and Social Care, PCNs and work towards ICS. Increase NSP and Naloxone provision across the borough via peer to peer and partnerships. Lead Nurse and HCA to support.
Adults	Increase Recovery support staff by 2 FTE. Ensure Recovery is embedded within treatment journeys and provide appropriate aftercare and community integration.	Maintain Recovery Support staff. Ensure Recovery is embedded within treatment journeys and provide appropriate aftercare and community integration. Recovery Support workers to support service users with development of innovation fund.	Increase Recovery support staff by further 2 x FTE.

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Agenda Item 6

Report to:	EXECUTIVE CABINET
Date:	27 July 2022
Executive Member:	Cllr Bill Fairfoull – Deputy Executive Leader Cllr Jacqueline North - First Deputy (Finance, Resources & Transformation)
Reporting Officer:	Paula Sumner – Assistant Director (Early Help and Partnerships)
Subject:	REDUCED PARENTAL CONFLICT GRANT
Report Summary:	The report sets out proposals to agree the spending for the continued RPC Grant which has been allocated to the Local Authority from the Department for Works and Pensions (DWP) to fund local authority in developing staff skills and capability to identify parents experiencing relationship difficulties, deliver interventions and provide support to reduce parental conflict. This is a continuation of the funding allocation received 2021.
Recommendations:	It is recommended that: (i) The extended Reducing Parental Conflict grant is accepted and approved (ii) Approval for spend of the allocated grant over the two years as follows:- (a) £48,974 to be spent on the recruitment of an RPC coordinator for 25 hours per week on a Grade F (b) £12,866 to be spent on training and evaluation
Corporate Plan:	Helps meet various strands of the Corporate Plan
Policy Implications:	There are no policy implications
Financial Implications: (Authorised by the statutory Section 151 Officer & Chief Finance Officer)	The grant of £62,840 is a 2 year allocation to fund a coordinator role, training and evaluation of the reducing parental conflict work stream. The grant approved by DWP will cover the expected costs of the programme. If the grant is not accepted the council does not have budget set aside to continue with this program.
Legal Implications: (Authorised by the Borough Solicitor)	As set out in the main body of the report, the Council is proposing to accept as grant to continue to deliver the parental conflict work stream. The project officers need to ensure that the funding is managed in accordance with the terms of the grant agreement. In particular officers need to be aware of the clawback provisions in section 22 of the report. Project officers should also ensure that advice is sought from human resources in relation to the appointment to the temporary post. In addition if the spending of the funds involves the commissioning of any good and services then advice should be sought from the STaR procurement service.
Risk Management:	None other than those set out in the report.
Background Information:	The background papers relating to this report can be inspected by contacting Lorraine Hopkins, Head of Early Help, Early Years &

Neighbourhoods

Telephone: 0161 342 5197

e-mail: lorraine.hopkins@tameside.gov.uk

1. INTRODUCTION

Reducing Parental Conflict Grant

- 1.1 In March 2022, the government announced that the Reducing Parental Conflict (RPC) programme, which has enabled the Local Authority to develop staff skills and capability to identify parents experiencing relationship difficulties will continue for a further two years
- 1.2 Initially, Tameside was allocated **£22,000** to deliver the requirements of the RPC programme 2021
- 1.3 The programme was successfully delivered in 2021. A full training offer was co-produced specifically designed for Tameside in relation to supporting practitioners to identify risk factors at an earlier time and enable the delivery of interventions with families around conflict and managing risks, to support reduction of escalation to statutory services.
- 1.4 The training offer and resources were rolled out to Local Authority staff and partners, such as schools, health, voluntary sector organisations and Active Tameside.
- 1.5 In March 2022 the DWP announced Local Authorities could apply for continued funding for 2022 and 2023.
- 1.6 Tameside were informed June 2022 that further funding was to be allocated to the TMBC for 2022 and 2023.
- 1.7 Tameside were awarded a total of **£62,840** for the two years. The grant is made up as follows:

Grant allocation Year 1 £32,840.00

Total Year 1 £32,840.00

Grant allocation Year 2 £30,000.00*

Total Year 2 £30,000.00*

*Year 2 amounts are indicative and will be confirmed before the Year 2 funding period.

2. CONDITION OF GRANT APPENDIX 1

- 2.1 The Grant will be paid in arrears in accordance with the below table.

Payment	Amount (%)	Payment Date	Notes
Year 1 First	Up to 100% of Year 1 allocation	November/ December 2022	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 1 Second	Up to 100% of Year 1 remaining allocation	February/ March 2023	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 1 Third (Final)	Up to 100% of Year 1 remaining allocation	May/ June 2023	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).

Year 2 First	Up to 100% of Year 2 allocation	August/ September 2023	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 2 Second	Up to 100% of Year 2 remaining allocation	November/December 2023	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 2 Third	Up to 100% of Year 2 remaining allocation	February/ March 2024	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 2 Fourth (Final)	Up to 100% of Year 2 remaining allocation	May/June 2024	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).

- 2.2 Any underspend on previous RPC grants, TMBC may offset this against these payments.
- 2.3 Grant Recipient shall use the Grant solely for the delivery of the Funded Activities.
- 2.4 The Grant Recipient may not make any changes to the Funded Activities. If circumstances necessitate a change, prior approval must be sought by initially contacting LA-PED.LAGRANTSPROJECTTEAM@DWP.GOV.UK

3. TAMESIDE OFFER

What we have achieved so far:

- 3.1 290 practitioners, across the children's workforce, including Children's' services, health, voluntary sector, Active Tameside and school staff, have been trained to recognise indicators of conflict and deliver interventions with families where parental conflict is a presenting factor.
- 3.2 Four training programmes have been established and delivered:-
1. Understanding parental conflict,
 2. Recognising parental conflict,
 3. Supporting families,
 4. RPC for managers to support staff.
- 3.3 In partnership with Greater Manchester, Tameside have created an RPC Handbook to support staff within their work.
- 3.4 There is now access to an online offer, 'Me You Baby Too', that families can access in their own time and practitioners for resources and toolkits to support families.

Reducing parental conflict aims for next 24 months, aligned with the grant guidance (appendix 2)

- 3.5 To employ a coordinator on a 2 year fixed term contact (25 hour post) to roll out the RPC training to all teams and services across Tameside.
Year one - £24,487
Year two - £24,487
**based on mid scale pt 20*
- 3.6 This will be a new recruitment as the previous post holder finished contract March 2022.

- 3.7 To continue to build a network of RPC champions. This will be part of the role of the RPC coordinator, so no additional costs.
- 3.8 There is no cost for RPC champions, these will be from existing staff within teams, taking on a champion role.
- 3.9 This will enable an embedded and sustainable offer within Tameside across the partnership when funding ceases.

4. RECOMMENDATIONS

- 4.1 As set out on the front of this report

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Appendix B

Grant Terms

CONTENTS

		Page
1	DEFINITIONS AND INTERPRETATION	3
2	DURATION AND PURPOSE OF THE GRANT	8
3	PAYMENT OF GRANT	9
4	GRANT CLAIM PROCEDURE	11
5	ELIGIBLE AND INELIGIBLE EXPENDITURE	11
6	GRANT REVIEW	13
7	MONITORING AND REPORTING	13
8	ASSURANCE	13
9	FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY	14
10	CONFLICTS OF INTEREST	14
11	CHANGE OF CONTROL	15
12	CONFIDENTIALITY	15
13	STATUTORY DUTIES	15
14	DATA PROTECTION	16
15	PUBLIC PROCUREMENT	16
16	STATE AID	16
17	INTELLECTUAL PROPERTY RIGHTS	16
18	ASSETS	17
19	INSURANCE	17
20	ASSIGNMENT	18
21	BORROWING, LOSSES, GIFTS, SPECIAL PAYMENTS	18
22	PUBLICITY	18
23	CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION	18

24	DISPUTE RESOLUTION	21
25	LIMITATION OF LIABILITY	21
26	VAT	21
27	CODE OF CONDUCT	21
28	VARIATIONS	22
29	NOTICES	22
30	GOVERNING LAW	22

Annex 1 - Funded Activities

1. DEFINITIONS AND INTERPRETATION

1.1 Where they appear in this Grant Agreement:

Agreed Outputs means the agreed outputs and long term outcomes of the Funded Activities detailed in the Grant Application;

Annex means the annex attached to the Grant Terms, which form part of the Grant Agreement;

Asset means any asset that is purchased or developed using the Grant including equipment and fixed assets;

Authority has the meaning given to it in the Grant Funding Letter;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Grant Agreement by the Authority to the Grant Recipient or Cluster Member;

Background IPRs means any and all IPRs that subsist in IPR Materials and other items which are:

- (a) owned by or licensed to a Party prior to the Commencement Date; or
- (b) developed by or on behalf of a Party during the Funding Period but not in connection with the Funded Activities;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a party in one or more related transaction;

Cluster means, where applicable, a group of persons acting together for the purposes of applying for and receiving the Grant and carrying out the Funded Activities;

Cluster Member means, where applicable, a member of the Cluster other than the Grant Recipient;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means the date on which the Grant Agreement comes into effect, which shall be the start date of the Funding Period;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Agreement, including:

- () any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the

disclosing Party; and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (a) any information developed by the Parties in the course of delivering the Funded Activities;
- (b) the Authority Personal Data; and
- (c) any information derived from any of the above,

but not including:

- (d) information which:
 - (i) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 12 of this Grant Agreement);
 - (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - (iii) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
 - (iv) is independently developed without access to the Confidential Information; and
- (e) the content of the Grant Agreement, save in respect of any information which is exempt from disclosure under the Information Acts;

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller takes the meaning given in the UK GDPR;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Data Protection Legislation means (i) the UK GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law relating to the processing of Personal Data and privacy;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient or a Cluster Member, which is for the same purpose as the Grant, but has not been declared to the Authority;

EIR means the Environmental Information Regulations 2004;

Eligible Expenditure means the expenditure incurred by the Grant Recipient or a Cluster Member during the Funding Period for the purposes of delivering the Funded Activities which

comply in all respects with the eligibility rules set out in paragraph 5 of this Grant Agreement;

Escalation Contact means as detailed in the Grant Funding Letter;

Event of Default means any of the events or circumstances set out in paragraph 22.1;

Financial Year means from 1 April to 31 March;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Funded Activities means the activities described in Annex 1 (Funded Activities);

Funding Period means the period from and including 1 April 2022 and ending on 31 March 2024;

Grant means the sum or sums the Authority will pay to the Grant Recipient up to the Maximum Sum, in accordance with paragraph 3 of this Appendix B and subject to the provisions set out at paragraph 22.

Grant Agreement means the Grant Funding Letter together with all appendices, including these Grant Terms;

Grant Application means the Grant Recipient's application for the Grant, as (set out at Appendix E to the Grant Funding Letter);

Grant Claim means a payment request submitted by the Grant Recipient to the Authority for payment of the Grant;

Grant Funding Letter means the letter (including all appendices) from the Authority to the Grant Recipient to which this Appendix B is attached;

Grant Manager means the individual who has been nominated by the Authority to be the day-to-day point of contact for the Grant Recipient in relation to the Grant, being as detailed in the Grant Funding Letter;

Grant Recipient has the meaning given to it in the Grant Funding Letter;

Grant Terms means the terms and conditions contained within this Appendix B, including Annex 1;

Guidance means the guidance contained in Appendix C of the Grant Funding Letter, which should be read in conjunction with this Grant Agreement. The Guidance may be updated from time-to-time unilaterally by the Authority by written notice;

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Ineligible Expenditure means expenditure incurred by the Grant Recipient or a Cluster Member which is not Eligible Expenditure as set out in paragraph 5 of this Appendix B;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Instalment Period means the intervals set out in the Grant Funding Letter when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

Intellectual Property Rights or **IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IP Completion Day has the meaning given to it in the European Union (Withdrawal) Act 2018;

IPR Material means all material produced by the Grant Recipient, a Cluster Member or their respective Representatives during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Law means any applicable law, statute, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient or a Cluster Member to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities as stated in the Grant Funding Letter subject to paragraph 22;

MI Report means a report in the form set out in the template as contained in Appendix D of the Grant Funding Letter;

Northern Ireland Protocol means the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- () directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Agreement;

- (a) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to the Grant Agreement; or
- (b) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Project Representative means the representative appointed by the Grant Recipient, which at the Commencement Date shall be as detailed in the Grant Funding Letter;

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient or a Cluster Member concerning the Funded Activities or the Authority;

Representatives means any of the Parties', or a Cluster Member's, duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by the Grant Recipient or a Cluster Member to a third party where no legal obligation exists for the payment and/or other extra-contractual expenditure, including out-of-court settlements, compensation or additional severance payments to the Grant Recipient's, or Cluster Members', employees;

State Aid Law means the law embodied in Articles 107-109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

Third Party means any person or organisation other than the Grant Recipient, Cluster Members or the Authority;

Trade and Cooperation Agreement means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

Training Material means any materials in whatever form supplied by the Authority to the Grant Recipient to enable it and the Cluster Members to deliver the Funded Activities;

UK GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period (as the case may be) or because of termination or breach of this Grant Agreement;

VAT means value added tax chargeable in the UK; and

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 In this Grant Agreement, unless the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 reference to a gender includes the other gender and the neuter;
 - 1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.2.5 any reference in these Conditions which immediately before IP Completion Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;
 - 1.2.6 the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation"; and
 - 1.2.7 the headings in this Grant Agreement are for ease of reference only and will not affect the interpretation or construction of this Grant Agreement.
- 1.3 Where there is any conflict between the documents that make up this Grant Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.3.1 the Grant Funding Letter;
 - 1.3.2 the Grant Terms;
 - 1.3.3 the Guidance;
 - 1.3.4 the Grant Application; and
 - 1.3.5 any other documents incorporated by reference in, or developed in accordance with, this Grant Agreement.
- 1.4 This Grant Agreement should be read in conjunction with the Guidance as updated from time-to-time by the Authority.
- 1.5 The Parties confirm that: (i) this Grant Agreement arises solely pursuant to the exercise of a statutory power by the Authority; and (ii) in entering into this Grant Agreement the Parties do not intend to create legal contractual relations.
- 2. DURATION AND PURPOSE OF THE GRANT**
- 2.1 This Grant Agreement will subsist for the duration of the Funding Period unless terminated earlier in accordance with its terms.

- 2.2 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 2.3 The Authority may make changes to the Funded Activities (including changing the amount of the Grant and/or the Maximum Sum and/or the scope of the Funded Activities) by providing reasonable written notice to the Grant Recipient.
- 2.4 If the Grant Recipient is part of a Cluster (as set out in the Grant Application), the Grant Recipient:
- 2.4.1 warrants that:
- (a) it is the lead applicant and has been duly authorised by each Cluster Member to apply for and receive the Grant on its behalf; and
 - (b) no other Cluster Member has applied or will apply for grant funding on its own behalf as part of the “Reducing Parental Conflict Local Grant” scheme;
- 2.4.2 shall remain responsible for all obligations under the Grant Agreement, including all obligations as to monitoring and reporting and repayment of the Grant. It is the Grant Recipient’s responsibility to ensure that it has put in place such arrangements with other Cluster Members that are required to enable it to comply with its obligations;
- 2.4.3 shall ensure that that the other members of the Cluster:
- (a) use the Grant solely for the Funded Activities;
 - (b) comply with the Guidance; and
 - (c) in all other respects comply with the terms of the Grant Agreement insofar as it reasonably applies to them in their capacity as recipients of the Grant; and
- 2.4.4 agrees that the Authority shall owe no duty or obligation to any Cluster Member in connection with the Grant or the Grant Agreement.

2.5

3. PAYMENT OF GRANT

- 3.1 Subject to the remainder of this paragraph 3 the Authority shall pay the Grant to the Grant Recipient:
- 3.1.1 in arrears based on the level of Eligible Expenditure incurred by the Grant Recipient and Cluster Members as evidenced by each MI return and by reference to the Grant Recipient’s, and it’s Cluster’s, progress against the planned training detailed in the Grant Application;
- 3.1.2 on the dates and subject to the requirements as detailed in the Grant Funding Letter;
- 3.1.3 an amount up to the Maximum Sum;
- 3.1.4 in pound sterling (GBP) and into a bank located in the UK, save that where it is more efficient to pay the Grant in a foreign currency, the Authority may choose to do so at its sole discretion (in which case the Grant amount will be for the sum agreed in GBP as at the Commencement Date); and
- 3.1.5 in respect of Eligible Expenditure only.

- 3.2 The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient or its Cluster Members in its delivery of the Funded Activities.
- 3.3 The Grant Recipient will provide the Authority with such evidence as it may reasonably require (including receipts, invoices and other documentary evidence) that Grant Claims relate to costs which constitute Eligible Expenditure.
- 3.4 The Grant Recipient shall notify the Authority of any Match Funding which is or has been applied for (or which the Grant Recipient or a Cluster Member intends to apply for), approved or offered, before and/or during the Funding Period. Such notification shall be made before receiving or using such Match Funding and shall include the amount, purpose and source of the proposed Match Funding.
- 3.5 Upon receipt of the Grant Recipient's notice under paragraph 3.4, the Authority shall notify the Grant Recipient that (at its sole discretion) it either agrees to or refuses the Grant Recipient's, or Cluster Member's, acceptance of the Match Funding.
- 3.6 If the Authority agrees to the Grant Recipient's, or Cluster Member's, acceptance of Match Funding under paragraph 3.5, the Grant Recipient, or Cluster Member, may take receipt of the relevant Match Funding. In such circumstances, the Grant Recipient shall provide the Authority with a detailed summary of the Match Funding received, including the amount of Match Funding, the use of such Match Funding and such other information as the Authority may reasonably require.
- 3.7 If the Authority refuses the Grant Recipient's, or Cluster Member's, acceptance of the Match Funding under paragraph 3.5, the Grant Recipient, or Cluster Member, shall not accept or use the Match Funding.
- 3.8 The Grant Recipient agrees and will ensure that neither it nor any Cluster Member will apply for or obtain Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant. The Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities.
- 3.9 The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless and until the Authority is satisfied that:
- 3.9.1 the Grant Recipient will use the Grant payment for Eligible Expenditure only; and
- 3.9.2 if applicable, any grant payments provided by the Authority to the Grant Recipient prior to the first payment of the Grant to fund activities broadly equivalent to the Funded Activities (including under a previous grant agreement) have been used for their intended purpose or repaid to the Authority.
- 3.10 The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Agreement. Any sum which falls due under this paragraph 3.10 shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately (or within any other timeframe specified by the Authority) the sum will be recoverable summarily as a civil debt.
- 3.11 Before paying any amounts of the Grant, the Authority must be satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.
- 3.12 The Authority will make Grant payments using the bank account details that the Authority holds on file and uses for other grant payments e.g. the COVID Local Support Grant, unless and until the Grant Recipient notifies the Authority using the bank details form at Appendix A that it wishes to use an alternative bank account.

4. GRANT CLAIM PROCEDURE

- 4.1 The Authority reserves the right not to pay any Grant Claims if the associated MI Report is not submitted by the dates as detailed in the Guidance and/or if the associated MI Report is incomplete, incorrect or submitted without the full supporting documentation (including such documentation as may be reasonably requested by the Authority). The template of the MI Report that the Grant Recipient is required to complete is provided in the Guidance.
- 4.2 Each MI Report that is submitted must be signed and authorised as accurate by the Section 151 Officer of the Grant Recipient.
- 4.3 The Authority will have no liability to the Grant Recipient or Cluster Members for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.4 The Department shall bear no responsibility for paying any Third Parties with whom the Grant Recipient enters into contracts in connection with the Funded Activities.
- 4.5 Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.6 The Grant Recipient shall not retain any Unspent Monies without the Authority's prior written consent. If at the end of the Funding Period there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days following the Authority's request for repayment.
- 4.7 The Grant Recipient will be responsible for managing the Grant with any Third Party involved in performing the Funded Activities. This includes securing the re-payment of the Grant if requested by the Authority in accordance with the Grant Agreement, including where the Grant has already been distributed to Third Parties.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1 The Authority will only pay the Grant in respect of the delivery of the Funded Activities and Eligible Expenditure incurred by the Grant Recipient or a Cluster Member to deliver the Funded Activities. The Grant Recipient will use and will ensure that the Cluster members use the Grant solely for delivery of the Funded Activities.
- 5.2 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
- 5.2.1 fees charged or to be charged to the Grant Recipient or Cluster Member by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes;
 - 5.2.2 giving evidence to Parliamentary Select Committees;
 - 5.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.4 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient or a Cluster Member spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in this Grant Agreement);
 - 5.2.5 providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres';

- 5.2.6 providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant; and
 - 5.2.7 any costs/payments stated to be Eligible Expenditure in the Guidance.
- 5.3 The Grant Recipient or Cluster Members may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure (the list below does not override activities which are deemed eligible in this Grant Agreement):
- 5.3.1 paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.3.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
 - 5.3.3 using the Grant to petition for additional funding;
 - 5.3.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.3.5 input VAT reclaimable by the Grant Recipient or a Cluster Member from HMRC; and
 - 5.3.6 payments for activities of a political or exclusively religious nature; and
 - 5.3.7 any costs/payments stated to be Ineligible Expenditure or otherwise unrecoverable in the Guidance.
- 5.4 Other examples of expenditure which are prohibited include the following:
- 5.4.1 contributions in kind;
 - 5.4.2 interest payments or service charge payments for finance leases;
 - 5.4.3 gifts;
 - 5.4.4 statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
 - 5.4.5 payments for works or activities which the Grant Recipient or a Cluster Member, or any member of their Partnership, has a statutory duty to undertake, or that are fully funded by other sources;
 - 5.4.6 bad debts to related parties;
 - 5.4.7 payments for unfair dismissal or other compensation;
 - 5.4.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient or a Cluster Member;
 - 5.4.9 the acquisition or improvement of Assets by the Grant Recipient or Cluster Member (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
 - 5.4.10 liabilities incurred before the commencement of the Grant Agreement unless agreed

in writing by the Authority.

6. GRANT REVIEW

6.1 The Authority will review the Grant on the dates as detailed in the Grant Funding Letter. The review will take into account the Grant Recipient's and Cluster Members' delivery of the Funded Activities against the Agreed Outputs.

6.2 Following the review carried out under paragraph 6.1, the Authority may, taking into account any representations made by the Grant Recipient's or Cluster Member's Representatives in the course of the review, choose to do any of the following:

6.2.1 consent to the Funded Activities and the Grant Agreement continuing in line with existing plans;

6.2.2 increase or decrease the Grant for the subsequent Financial Year or the remainder of the Funding Period, as applicable;

6.2.3 redefine the Agreed Outputs;

6.2.4 require the Grant Recipient and Cluster Members to carry out remedial activity with the aim of improving delivery of the Funded Activities;

6.2.5 recover any Unspent Monies; or

6.2.6 terminate the Grant Agreement in accordance with paragraph 22.6.

6.3 If required pursuant to paragraph 6.2.4, the Grant Recipient will submit a remedial action plan to the Authority setting out:

6.3.1 the areas identified by the Authority in which improvements to the Funded Activities are required; and

7. the steps which the Grant Recipient and Cluster Members propose to take to rectify the areas identified by the Authority and the timetable for taking such steps.

8. MONITORING AND REPORTING

8.1 The Grant Recipient shall closely monitor the delivery and success of the Funded Activity throughout the Funding Period to ensure that the aims and objectives of the Funded Activity is being achieved and shall notify the Authority as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under this Grant Agreement.

8.2 The Grant Recipient shall provide the Authority with:

8.2.1 the MI Reports on the dates as detailed in the Guidance; and

8.2.2 any assistance and co-operation in relation to any ad-hoc information, explanations and documents as reasonably requested by the Authority to establish whether the Grant Recipient and Cluster Members have used the Grant in accordance with the Grant Agreement.

9. ASSURANCE

9.1 The Authority, National Audit Office and/or their authorised representatives may, at any time during and up to 7 years after the end of the Grant Agreement, conduct audits or ascertain additional information where the Authority considers it necessary in relation to the Grant Recipient's use of the Grant and/or compliance with this Grant Agreement. The Grant Recipient agrees to act reasonably in cooperating with such audits, including by granting

access to relevant documentation, premises and personnel. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.

9.2 The Grant Recipient shall:

9.2.1 maintain to the Authority's satisfaction an appropriate system of financial management and controls, maintain detailed records in relation to such controls, and provide copies of such records to the Authority on request; and

9.2.2 retain, and procure that its sub-contractors and Cluster Members retain, all relevant documentation relating to the Eligible Expenditure and any income generated by the Funded Activity (including invoices, receipts and accounting records) during the Funding Period and for a period of 7 years.

FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

9.3 The Grant Recipient will:

9.3.1 at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act;

9.3.2 maintain a sound administration and audit process, including internal financial controls to safeguard against fraud and theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant;

9.3.3 notify the Authority of all actual or suspected cases of fraud, theft or financial irregularity relating to the Funded Activities as soon as they are identified and keep the Authority informed in relation to its remedial actions thereafter; and

9.3.4 procure that, where applicable, its Cluster Members do the same.

9.4 In the event of any actual or suspected fraud, theft or other financial irregularity (which shall include use of the Grant for any purpose other than that envisaged by this Grant Agreement), the Authority may, at its absolute discretion:

9.4.1 require the Grant Recipient or a Cluster Member to take such remedial steps as the Authority shall reasonably specify; and/or

9.4.2 suspend future payment of the Grant to the Grant Recipient,

and in all cases the Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Grant Recipient will, if required by the Authority, refer the matter to an external auditor or any other Third Party.

9.5 The Grant Recipient agrees and accepts that it may become ineligible for Grant support and be required to repay all or part of the Grant if it or its Cluster Members engage in tax evasion or aggressive tax avoidance in the opinion of HMRC.

10. CONFLICTS OF INTEREST

10.1 Neither the Grant Recipient, any Cluster Member nor their respective Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Agreement.

10.2 The Grant Recipient and each Cluster Member must have and will keep in place adequate

procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CHANGE OF CONTROL

- 11.1 The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it or its Cluster Members are anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 11.2 The Grant Recipient shall ensure that any notification made pursuant to paragraph 11.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

12. CONFIDENTIALITY

- 12.1 Except to the extent set out in this paragraph 12 or where disclosure is expressly permitted, each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the Party to whom the Confidential Information belongs, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 12.2 Each Party gives its consent for the other Party to publish the Grant Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the other Party redacted), including from time to time agreed changes to the Grant Agreement.
- 12.3 Nothing in this paragraph 12 shall prevent either Party disclosing any Confidential Information obtained from the other Party:
- 12.3.1 for the purpose of the examination and certification of their accounts and/or pursuant to section 6(1) of the National Audit Act 1983;
 - 12.3.2 to any government department, consultant, contractor or other person engaged, provided that the Party only discloses information which is necessary for the purpose concerned and obtains appropriate confidentiality undertakings in relation to such information; and/or
 - 12.3.3 where disclosure is required by Law, including under the Information Acts.
- 12.4 Nothing in this paragraph 12 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

13. STATUTORY DUTIES

- 13.1 Each Party agrees to adhere to its obligations under the Law, including the Information Acts and the HRA.
- 13.2 Each Party hereby acknowledges that the other Party is subject to requirements under the Information Acts. Where requested by a Party, the other Party will provide reasonable assistance and cooperation to assist with the compliance of its information disclosure obligations.
- 13.3 On request from a Party, the other Party will provide all such relevant documents and information relating to its data protection policies and procedures as may reasonably be required.

13.4 Each Party acknowledges that the other Party, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the other Party and the Grant Agreement without consultation.

13.5 Each Party will take reasonable steps to notify the other Party of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Agreement, each Party will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. **DATA PROTECTION**

14.1 The Grant Recipient, all Cluster Members and the Authority will comply at all times with their respective obligations under Data Protection Legislation.

14.2 Given the nature of this Grant Agreement and the Funded Activities, the Parties do not envisage that either Party will process any Personal Data for or on behalf of the other Party, under or in connection with this Grant Agreement or the Funded Activities. Where and to the extent that in undertaking the obligations set out in this Grant Agreement or performing the Funded Activities, either Party anticipates that the other will process any Personal Data for and on behalf of the other Party it shall notify the other Party and the Parties shall agree a variation to this Grant Agreement to incorporate appropriate provisions in accordance with Article 28 of the UK GDPR, or as otherwise required by the Data Protection Legislation.

15. **PUBLIC PROCUREMENT**

The Grant Recipient will ensure that value for money is obtained in any of its or its Cluster Members' procurements of goods or services funded by the Grant. Where the Grant Recipient or a Cluster Member is a Contracting Authority within the meaning of the Procurement Regulations, the Grant Recipient will comply and will ensure that the Cluster Member will comply with the Procurement Regulations when procuring goods and services in connection with the Grant Agreement and the Authority shall not be liable for the Grant Recipient's or a Cluster Member's failure to comply with its obligations under the Procurement Regulations.

16. **SUBSIDY CONTROL**

16.1 The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's international obligations in respect of subsidies.

16.2 The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.

16.3 The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

16.4 The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis that the Funded Activities being undertaken using the Grant are, and will remain, non-economic activities. The Grant Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant is not used to cross-subsidise any economic activity

17. **INTELLECTUAL PROPERTY RIGHTS**

17.1 All rights (including Intellectual Property Rights) and title in and to any Background IPRs will remain the property of the relevant Party or the relevant Cluster Member (or its licensors).

17.2 All rights (including Intellectual Property Rights) and title in and to any IPR Material will vest

in the Grant Recipient or the relevant Cluster Member (or its licensors).

- 17.3 The Grant Recipient grants, and shall procure that each Cluster Member grants, to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 17.4 Other than as expressly set out in this Grant Agreement, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 17.5 All rights (including Intellectual Property Rights) and title in and to any Training Material will vest in the Authority.
- 17.6 The Authority grants to the Grant Recipient and Cluster Members a royalty-free, non-exclusive, non-transferable licence to use the Training Material during the Funded Period solely to the extent necessary for delivering the Funded Activities in accordance with this Grant Agreement.
- 17.7 In the event of the termination or expiry of this Grant Agreement, the licence granted pursuant to paragraph 17.6 shall terminate automatically on the date of such termination or expiry and the Grant Recipient shall:
- 17.7.1 immediately cease all use of the Training Materials;
 - 17.7.2 at the discretion of the Authority, return or destroy documents and other tangible materials that comprise the Training Materials, provided that if the Authority has not made an election within six (6) months of the termination of the licence, the Grant Recipients may destroy the documents and other tangible materials that comprise the Training Materials;
 - 17.7.3 ensure, so far as reasonably practicable, that any Training Materials that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Grant Recipient computer, word processor, voicemail system or any other Grant Recipient device containing such Training Materials; and
 - 17.7.4 ensure that each Cluster Member does the same.
- 17.8 The Authority shall identify material as Training Material prior to providing it to the Grant Recipient.

18. **ASSETS**

- 18.1 The Grant Recipient must keep a register of all Assets acquired or improved wholly or partly using the Grant provided under the Grant Agreement, including the Assets of its Cluster Members where applicable. The register must include a description of the Asset, full details of any acquisition or improvement of the Asset, and full details of the ownership and any disposal of the Asset.
- 18.2 The Authority reserves the right to determine the outcome of any Assets acquired or improved as a result of the Funded Activities or purchased with Grant monies.
- 18.3 The Grant Recipient must obtain the Authority's prior written consent before it or a Cluster Member sells, otherwise disposes of, transfers or changes the use of any Asset that was acquired or improved with Grant monies. Such consent may be subject to the satisfaction of certain conditions to be determined by the Authority, including with regard to the application of the proceeds of sale.

19. **INSURANCE**

The Grant Recipient and Cluster Members must put in place and maintain adequate insurance coverage (including public liability insurance) either as a self-insurance arrangement or with an insurer of good repute to cover all insurable claims and liabilities under or in connection with this Grant Agreement. The Grant Recipient will provide evidence of such insurance to the Authority on request.

20. **ASSIGNMENT**

- 20.1 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.

BORROWING, LOSSES, GIFTS, SPECIAL PAYMENTS

- 20.2 The Grant Recipient shall obtain the Authority's prior written consent before it or any Cluster Member:

20.2.1 borrows or lends money from any source in connection with the Grant Agreement;

20.2.2 gives any guarantee, indemnity, security over any Asset or letter of comfort in relation to the Grant Agreement;

20.2.3 gives any gift, makes any Special Payment and/or writes off any debt or liability in connection with the Grant, and shall keep a record of all gifts given and received in connection with the Grant.

21. **PUBLICITY**

- 21.1 The Grant Recipient gives, and procures that Cluster Members will give, consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant Application or any monitoring reports submitted to the Authority in accordance with paragraph 8.2 of this Appendix B.

- 21.2 The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.

- 21.3 Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.

- 21.4 The Grant Recipient will ensure it and its Cluster Members acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.

- 21.5 In using the Authority's name and logo, the Grant Recipient will ensure it and its Cluster Members comply with all reasonable branding guidelines issued by the Authority from time to time.

22. **CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

Events of Default

- 22.1 The Authority may exercise its rights set out in paragraph 22.2 if any of the following events occur:

- 22.1.1 the Grant Recipient, or a Cluster Member, fail to comply with any of their obligations under paragraphs 2.2, 3.8, 5.3, 8.3, 8.4, 9.3, 13.1, 20 and/or 26, or commits a breach of any other term of this Grant Agreement which is material in the opinion of the Authority;
- 22.1.2 the delivery of the Funded Activities does not start within three months of the Commencement Date;
- 22.1.3 there is a failure, in the Authority's opinion, to make satisfactory progress with the Funded Activity and, in particular, towards meeting the Agreed Outputs;
- 22.1.4 there is a failure to improve delivery of the Funded Activity, having undertaken the remedial activity agreed with the Authority under paragraph 6.2.4;
- 22.1.5 the Grant Recipient or a Cluster Member obtains any funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 22.1.6 the Grant Recipient provides the Authority with any materially misleading or inaccurate information in the Grant Application or in any other related correspondence;
- 22.1.7 the Grant Recipient or a Cluster Member commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, a Cluster Member or a Third Party, immediately upon becoming aware of it;
- 22.1.8 during the Funding Period, any director or employee of the Grant Recipient or a Cluster Member commits any dishonest or negligent act or omission, or otherwise brings the Authority into disrepute;
- 22.1.9 the Grant Recipient or Cluster Member:
 - (a) ceases to operate for any reason, or passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (b) becomes Insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 22.1.10 the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol;
- 22.1.11 a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's obligations under the Trade and Cooperation Agreement or the terms of any UK subsidy control legislation;
- 22.1.12 the Grant Recipient or a Cluster Member undergoes a Change of Control which will, in the reasonable opinion of the Authority:
 - (a) be materially detrimental to, or result in fundamental changes to, the Funded Activities;
 - (b) result in the new body corporate being unable to receive the Grant; and/or

- (c) raise national security concerns;

Rights reserved for the Authority in relation to an Event of Default

- 22.2 Where, the Authority determines that an Event of Default has or may have occurred, the Authority may by written notice to the Grant Recipient take any one or more of the following actions:
 - 22.2.1 suspend the payment of Grant for such period as the Authority shall determine; and/or
 - 22.2.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
 - 22.2.3 cease to make payments of Grant to the Grant Recipient under the Grant Agreement and (in addition) require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient; and/or
 - 22.2.4 terminate the Grant Agreement.
- 22.3 Where the Authority requires any or all of the Grant to be repaid in accordance with paragraph 22.2.3, the Grant Recipient shall repay this amount no later than 30 days following the date of the demand for repayment. If the Grant Recipient fails to repay the Grant within such period, the sum will be recoverable summarily as a civil debt.

Opportunity to remedy an Event of Default

- 22.4 If the Authority wishes to exercise any right under paragraph 22.2 in connection with an Event of Default which the Authority considers remediable:
 - 22.4.1 the Authority will provide reasonable notice to the Grant Recipient specifying particulars of the Event of Default, how it must be resolved and the timescales for its resolutions; and
 - 22.4.2 following receipt of a notification under paragraph 22.4.1, the Grant Recipient will be given reasonable opportunity to resolve the Event of Default before the Authority exercises the relevant right under paragraph 22.2.
- 22.5 If the Authority wishes to exercise any right under paragraph 22.2 in connection with an Event of Default that it considers to be irremediable, or if a remediable Event of Default has not been resolved after the Grant Recipient has been given reasonable opportunity under paragraph 22.4.2, the Authority may immediately exercise the relevant right under paragraph 22.2.

General Termination Rights – Termination for Convenience

- 22.6 Notwithstanding the Authority's right to terminate the Grant Agreement pursuant to paragraph 22.2.4 above, either Party may terminate the Grant Agreement at any time by giving at least 3 months written notice to the other Party.

Consequences of Termination

- 22.7 If the Authority terminates the Grant Agreement in accordance with paragraph 22.2.4 or 22.6 the Grant Recipient shall return any Unspent Monies to the Authority within 30 days of the date of the Authority's termination notice, save where the Authority gives written consent to their retention.
- 22.8 In the event of termination or expiry of this Grant Agreement, the Authority will not be liable to pay any of the Grant Recipient's or Cluster Members' costs or those of any contractor/supplier

of the Grant Recipient or Cluster Members related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

- 22.9 The Grant Recipient shall, on the Authority's request, promptly prepare a written exit plan to provide for the cessation or seamless transfer of the Funded Activities following expiry or termination of this Grant Agreement.

23. **DISPUTE RESOLUTION**

- 23.1 The Parties will use all reasonable endeavours to resolve in good faith any dispute that arises during the term of the Grant Agreement.

- 23.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Agreement) shall be referred in the first instance to the Grant Manager and the Project Representative.

- 23.3 If the dispute cannot be resolved between the Grant Manager and the Project Representative within a maximum of 15 Working Days, then the matter will be escalated to a formal meeting between the Parties' Escalation Contacts.

24. **LIMITATION OF LIABILITY**

- 24.1 The Authority accepts no liability for any consequences or Losses, whether arising directly or indirectly, that may arise in connection with:

24.1.1 the Grant Recipient or any Cluster Member running the Funded Activities;

24.1.2 the use of the Grant by any person;

24.1.3 any reduction, suspension, withdrawal or request for repayment of the Grant; and/or

24.1.4 termination of this Grant Agreement for any reason.

- 24.2 The Grant Recipient shall indemnify and hold harmless the Authority and its Representatives with respect to all actions, claims, charges, demands, Losses and/or proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient or any Cluster Member in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient or Cluster Members under this Grant Agreement and/or its obligations to Third Parties.

- 24.3 Save in respect of any liabilities that cannot be lawfully limited, the Authority's liability to the Grant Recipient under this Grant Agreement is limited to the obligation to make payment of the Grant when due and payable in accordance with this Grant Agreement.

25. **VAT**

- 25.1 If VAT is held to be chargeable in respect of the Grant Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

- 25.2 All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided the Grant Recipient shall at the same time or as the case may be on demand by the Secretary of State in addition to such sums or other consideration pay to the Secretary of State all the VAT so payable upon the receipt of a valid VAT invoice.

26. **CODE OF CONDUCT** The Grant Recipient agrees to comply with the Code of Conduct and ensure that all Cluster Members and their respective Representatives undertake their duties

in a manner consistent with the principles set out in the Code of Conduct. The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outline in the Code of Conduct.

27. VARIATIONS

Save in respect of changes made under paragraph 2.3 or 6.2, any variation to this Grant Agreement will only be valid if it is in writing and signed by authorised representatives of both Parties. The Authority reserves the right to require the Recipient to comply with such additional conditions as the Authority may require in its sole discretion before agreeing to a variation.

28. NOTICES

28.1 All notices and other communications in relation to this Grant Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party as detailed in the Grant Funding Letter or otherwise notified in writing. All notices and other communications must be marked for the attention of the Grant Manager (for the Authority) and the Project Representative (for the Recipient).

28.2 If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

29. GOVERNING LAW

This Grant Agreement will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

ANNEX 1 – FUNDED ACTIVITIES

Background/purpose of the Grant

Research has found that frequent, intense and poorly resolved conflict between parents is harmful to children, putting their mental health and long-term life outcomes at risk. The quality of the inter-parental relationship, specifically how parents communicate and relate to each other, is increasingly recognised as a primary influence on effective parenting practices and children's future life chances, including attainment and employment.

The new phase of the Reducing Parental Conflict programme runs to 2025 follows on from progress from the RPC Workforce Development Grant of 2021/2022 to address parental conflict by continuing to support local areas to embed support for parents experiencing relationship difficulties by improving local capability to identify and appropriately support address parents experiencing relationship difficulties.

Aims and objectives of the Funded Activities

The Grant aims to support the Grant Recipient and, where applicable, its Cluster Members in developing staff skills and capability to identify parents experiencing relationship difficulties, deliver interventions and provide support to reduce parental conflict. Please refer to the Guidance for further discussion of Funded Activities.

Funded Activities

Funding activities include, but are not limited to:

- engaging with organisations offering training in specialist relationship interventions which have a recognised evidence base, with a view to procuring their services in relation to training and upskilling the Grant Recipient staff or those of their partners;
- Delivery of specialist relationship interventions, either commissioned or in-house;
- Coordination of reducing parental conflict activity;
- Local Evaluation of reducing parental conflict activity;
- training, localisation and delivery of training for frontline practitioners in relation to parental conflict;
- developing or enhancing a local, in-house offer with a focus on parental conflict;
- purchase of parental conflict resources/toolkits to be used in the undertaking of the activities above;
- reasonable incidental or overhead cost in securing the above; and
- commissioning procedures to procure and arrange the delivery of training.

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Reducing Parental Conflict Local Grant Guidance	
Introduction	2
Reducing Parental Conflict Programme overview	3
Grant Details	4
Funding available and eligible activities	4
Who should be trained?	6
Domestic Abuse	7
Evaluation	7
Bid process and templates	8
Grant details	8
Reporting requirements.....	8
How to complete your Funding Bid for Year 1 and Year 2	9
Guidance Tab	9
Total Estimates and Spend Tab.....	9
Delivery Tab	11
Co-ordination, Administration and Evaluation Costs Tab.....	12
Cluster LAs.....	13
Funding Bid Template – Supporting Narrative (Theory of Change).....	13
How to submit your Management Information	14
Total Estimates and Spend Tab.....	14
Training Tab	15
Delivery Tab	16
Co-ordination, Administration and Evaluation Costs Tab.....	17
Cluster LAs.....	18
DWP engagement	19
DWP funding arrangements	20
Funding:	21
Year 1 and 2 Reporting:	21
Overhead and administrative costs	22
Eligible Expenditure & Ineligible Expenditure.....	22
VAT.....	24
Who can apply?.....	24
Contact us	24
Annexe A: Ineligible Costs	25
Annexe B: Relevant Workforces for RPC Training	26

Introduction

1. The Reducing Parental Conflict Local Grant (RPC LG) is made available by the Department for Work and Pensions (DWP) for the three financial years (being 1 April to 31 March) 2022/23 (Year 1), 2023/24 (Year 2), and 2024/25 (Year 3) (each of Year 1, Year 2 and Year 3 is a Year). This Guidance supports the submission of a bid, your application for funding, (which covers Years 1 and 2) and sets out:
 - Grant details;
 - Bidding process and requirements;
 - Management Information (MI) reporting requirements; and
 - Grant allocations and payment details.
2. The Grant will enable County Councils and Unitary Authorities (including Metropolitan Councils and London Boroughs) in England (henceforth LAs) to embed a range of Reducing Parental Conflict (RPC) activity into their area in a way which produces ongoing benefits for parents and children.
3. Each LA has been allocated a portion of the overall funding. The Grant is not competitive but LAs must bid for their allocation. Funding is annualized and cannot be carried between Years. Indicative amounts were outlined in the RPC LG launch letter issued 30 March.
4. This document should be read in conjunction with the:
 - RPC LG launch letter issued 30 March,
 - Bidding templates,
 - Funding Bid and MI Template Year 1 & 2 – Excel,
 - Funding Bid Template 3 – Theory of Change,
 - The draft grant funding letter and grant terms (together the Grant Agreement). Capitalised terms that are defined in the Grant Agreement have the same meaning where used in this Guidance (unless the context requires otherwise).
5. LAs can work individually or collaborate with other LAs in their local area to bid as a cluster, nominating a lead LA to submit one bid on behalf of all LAs in the cluster. If successful, the lead LA will enter into the Grant Agreement and will receive payment of the Grant. The lead LA will be responsible for:
 - Where appropriate, distributing the funds amongst the LAs within its cluster;
 - All obligations under the Grant Agreement, including all obligations as to monitoring, reporting and repayment of the Grant. The lead LA will need to ensure that it has put in place such arrangements with the other LAs in their cluster that are required to enable it to comply with its obligations; and
 - Ensuring all LAs in the cluster comply with the Guidance and the terms of the Grant Agreement insofar as it reasonably applies to them in their capacity as ultimate recipients of funding from the Grant.

6. Whether you submit a cluster or individual bid is not dependent on the approach taken for the RPC Workforce Development Grant (WDG) in 2021/22.
7. We encourage you to work collaboratively and prioritise work with the following services (in order of importance), as cohorts who are well placed to identify parental conflict and support families:
 - i. Early Help;
 - ii. Education, Children's Social Care, 0-19 Services;
 - iii. Other workforces LAs identify as appropriate to the local context (see Annex B).

Reducing Parental Conflict Programme overview

8. Studies have found that children who are exposed to frequent, intense, and poorly resolved parental conflict can be negatively affected in the short and longer term. It can impact children's mental health, early emotional and social development, educational attainment, and employability - limiting their chances to lead fulfilling, happy lives.
9. In 2019 to 2020, 12% of children in couple-parent families were living with at least one parent reporting relationship distress.¹
10. In 2018 the government launched the RPC Programme. The next phase of the RPC Programme will run from April 2022 to March 2025. It continues to support local areas to embed help for parents experiencing conflict and improving local capability to identify these parents.

¹ [Parental conflict indicator 2011 to 2020 - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

Grant Details

Funding available and eligible activities

11. LA funding allocations have been determined using the children in low income families (CiLIF 2019/20) data and were included in the launch letter issued 30 March. Allocations for the Years 2 and 3 are indicative and may be revised. We will ensure LAs have notice if this is the case.
12. If necessary, underspend from previous RPC grants where LAs have received funds they didn't spend will be recovered by deducting it from the 2022-23 RPC LG. This will not apply to most LAs and we will contact you directly if it does. It will not affect the amount allocated, or what you should plan to spend in a bid.
13. **The range of activity that Grant funding can be spent on is (level definitions can be found below):**
 - **Specialist support training** (level 4) – training for staff who work with families to enable them to personally deliver evidence-based RPC interventions to reduce parental conflict.
 - **Early and moderate support training** (levels 2-3) – training for frontline staff who work with families to identify parental conflict, provide less intensive support and refer on to specialist support.
 - **Train the trainer** – training for LA and other local staff to enable them to deliver RPC training (of any level) to relevant groups, to support ongoing training in a more sustainable manner.
 - Developing or enhancing a **local, in-house training offer** with a focus on parental conflict.
 - **Parental conflict resources/toolkits** to be used in the undertaking the above.

Support Level	Description
Level 4	High intensity, expert provision
Level 3	Trained practitioners using RPC skills
Level 2	Informal conversations with practitioners
Level 1	Written and digital information and advice, including posters, leaflets and digital resources.

- Staff costs for **coordination** of RPC activity and leading on the development of a strategic approach to RPC & driving progress across children's services and partner agencies. E.g.
 - Lead for RPC in the LA, providing support to front line practitioners.
 - Delivering the planned activities of the Grant.

- Primary contact for RPC in the LA.
- Leading a multi-agency Steering Group.
- Submission of RPC Planning Tool.
- Liaising with partners, e.g. domestic abuse services, Public Health, and voluntary and community sector.
- Developing a local needs assessment, including evaluation.
- Reporting MI.

We expect these costs to be proportionate (in DWP's opinion) to other activity being undertaken as coordination must be in support of that activity.

- The **delivery**, either in-house or commissioned, of level 4 specialist interventions directly to parents. We expect these costs to be proportionate (in DWP's opinion) to other activity being undertaken; this Grant is geared towards delivering and training and there is an expectation that the LA would pick up most of these delivery costs.
- Evidence based **local evaluation** producing both qualitative and quantitative outputs. The EIF RPC "[A practical evaluation guide for local areas](#)" provides suggestions on how to do this.
- Reasonable incidental or overhead costs in securing the above including refining the local offer and commissioning procedures to procure and arrange delivery.

14. LAs should choose activities that best suit local need and ideally produce ongoing (i.e. after the Funding Period) benefits to families in your area and we will look for rationale on this in the bids.

15. Last year DWP made available a suite of RPC practitioner training materials. These remain available. If you require them please contact LA-PED.LAGRANTSPROJECTTEAM@dwp.gov.uk

16. Administrative costs should be kept as low as is practical.

17. Funding is given for use within each Year and must be committed in the Year it was allocated. Due to central government accounting rules it cannot be carried over between Years.

18. LAs are asked to fill in two copies of Funding Bid Template 1 (Excel sheet) to cover Years 1 and 2 as they are applying for both Years simultaneously. Both would be approved at once, these will be assessed in line with Funding Bid Template 3 (Theory of Change).

19. In autumn 2023/24 we will ask for bids for Year 3.

Who should be trained?

20. LAs are uniquely placed to understand the training needs of the workforce and their key partners and the relationship support needs of their local population. As such, there is local discretion as to how training should be targeted.
21. However, there are core workforces evidence suggests RPC is particularly valuable and where RPC skills can be put into practice. We see those groups as a priority, in the following order:
 - i. Early Help; and
 - ii. Education, Children's Social Care, 0-19 Services.
22. When considering training, target relevant workforces with training that is most appropriate to their practice and that they will use in a way which fits within wider RPC activity and local pathways into support. Bids should make a case for how the LA will ensure that training is put into practice and used by practitioners to identify and/or support families experiencing harmful Parental Conflict. We will compare bids with the RPC Planning Tools submitted in January 2022 to better understand how bids will support each LA's local agenda.
23. Early Help is where the RPC work sits most commonly in LAs and from our analysis of Planning Tools in January 2022 we know that many LAs have made significant inroads into training their Early Help staff at levels 2 and 3.
24. Beyond Early Help there are three key workforces which based on our evidence to date we think LAs should focus on once they have reached a high level of training in Early Help. These are education, Children's Social Care, and 0-19 services. These workforces have regular contact with parents and are well placed to advance the agenda.
25. Education staff in particular because of their access to many children and families with a variety of needs are a particularly important component of a comprehensive multi-agency approach. As such we expect LAs to work with school staff to deliver RPC training that matches their needs (level 2 or 3 support – depending on the extent to which your authority has other services they can refer families to).
26. Many LAs have made significant progress in training these workforces. We would expect bids to explain in the narrative how the training needs of these groups will be addressed, or why it is appropriate in the local context, given progress to date and the local approach, to prioritise other groups. As above looking to the next three Years we are keen to understand how the training will be used by practitioners in the various cohorts.
27. Beyond those priority groups there are many other workforces for whom training may be appropriate in your local context (see Annexe B for a list of workforces we have identified that could benefit from training) and we would hope are included in multi-agency working. We would like to particularly flag Probation Officers. Probation Officers support those serving community sentences and individuals who are pre- or post-release from prison, many with complex

needs. They work alongside local stakeholders as part of a multi-agency approach. A key part of rehabilitation support is to focus on the root of the problem which in cases can include relationship and family instability. It is therefore beneficial for Probation Officers to have an awareness of Parental Conflict and your local offer.

Domestic Abuse

28. From general awareness training through to the delivery of interventions this Grant is provided for activity which has a primary focus on parental conflict, i.e. conflict between parents that is intense, frequent and poorly resolved. Whilst damaging parental conflict can be expressed in many ways the RPC programme and this Grant is aimed at conflict which is below the threshold of domestic abuse.
29. Parental Conflict is different from Domestic Abuse. If either parent has experienced Domestic Abuse (fearful and there is an imbalance of power and control), then RPC approaches would not be appropriate for those parents.
30. Frontline practitioners who would benefit from RPC training must also understand Domestic Abuse and should undertake the Domestic Abuse training available in your area. Many RPC training programmes will highlight the differences between abuse and conflict, and it is vital that staff understand these.
31. To help in the above, we recommend including your domestic abuse lead/partners within your multi-agency steering groups and you should consult with them in the process of developing your RPC LG bid.

Evaluation

32. We are interested in evidence of efficacy locally and may provide participating LAs business contact details to external evaluators to support a review of the ways in which funding has been used across the Funding Period.
33. We require all LAs to complete an RPC planning tool return towards the end of each Year to understand local progress towards embedding support to reduce parental conflict.

Bid process and templates

34. This Guidance relates to the process for Year 1 and Year 2. Further guidance and templates will be issued for Year 3.

35. To submit a bid, LA's are asked to fill in 3 templates:

- Funding Bid and MI Template Year 1 - Details and estimated costs (excel template) covering April 2022 - March 2023;
- Funding Bid and MI Template Year 2 – Details and estimated costs (excel template) covering April 2023 - March 2024; and
- Funding Bid Template - Supporting Narrative (Theory of Change word template) covering April 2022 - March 2024.

36. In response to feedback we have simplified the reporting requirements and combined the bidding templates with the MI templates, therefore the bidding section for Year 1 and Year 2 should be completed and the MI sections left blank.

37. **Funding Bid and MI Template Year 1 and Year 2** (excel templates) capture the estimated cost and details of training, delivery of specialist RPC support to parents, coordination, administration, and evaluation. For lead LAs submitting a single bid for a cluster of LAs, it also breaks down the volume of trainees and the volume of parents planned to be supported for each LA.

38. Completed templates should be sent by 13 May 2022 to:

LA-PED.LAGRANTSPROJECTTEAM@dwp.gov.uk

and the RPC LG Decision Group (constituted of DWP Policy, Programme, and Implementation staff) will assess the bids. Criteria are in the bid template. See paragraph 141 for payment schedule.

39. Regional Integration Leads (RILs) will:

- Support LAs through the bid process; and
- Make recommendations for approval to the RPC LG Decision Group.

Grant details

Reporting requirements

40. LAs are required to make three Statements of Grant Usage and MI returns in Year 1 and four Statements of Grant Usage and MI returns in each of Year 2 and Year 3 (with guidance confirming year 3 to follow closer to the time).

41. The reporting periods and deadlines for completing these returns are shown in the table below. Completed MI returns should be sent to:

- a. LA-PED.LAGRANTSPROJECTTEAM@dwp.gov.uk

42. LAs should use the Funding Bid and MI Template Year One or Year Two document respectively. This is the same document which the bid will be submitted on and will retain these details for ease of completion. This incorporates the Statement of Grant usage.

Year	Reporting period		Deadline for return
1	01/04/2022	30/09/2022	14/10/2022
1	01/04/2022	31/12/2022	13/01/2023
1	01/04/2022	31/03/2023	14/04/2023
2	01/04/2023	30/06/2023	14/07/2023
2	01/04/2023	30/09/2023	13/10/2023
2	01/04/2023	31/12/2023	12/01/2024
2	01/04/2023	31/03/2024	12/04/2024

43. Where LAs have formed a cluster the lead LA is responsible for collating information submitting a single MI return to DWP for the cluster.

How to complete your Funding Bid for Year 1 and Year 2

Guidance Tab

44. Please read the Guidance tab before completing. It contains information around the completion and submission. Additional notes are contained within the relevant sections of the worksheets.

Total Estimates and Spend Tab

45. Only column E of Section 1 and Section 2 are required to be completed at the bidding stage. Section 3 and 4 should be completed at the MI stage, see “how to submit your Management Information” of this Guidance.

Section 1: LA Details

46. **Cluster (y/n).** Identify whether your LA is submitting a bid as a single LA or as the lead for a cluster of LAs.
47. **Authority (lead LA if Cluster).** For a non-cluster bid put the name of your LA, if a cluster put the lead LA name.
48. **Total allocation.** Input your total allocation as indicated on the launch letter, or subsequent communications from DWP.
49. **If available would you like to be considered...** Please note yes if you would like to be considered for additional funds that may become available.

- a. Any additional funding will be distributed at the discretion of the Senior Responsible Owner (SRO) and will be subject to a separate grant award process (to be determined by DWP).
- b. Additional funding would need to be used within the same Funding Period, so please reflect realistically on whether you would be able to make effective use of funding within that timescale each Year. However, you do not need to present a proposal at this stage.

50. **Reporting Period.** Please do not change this unless by agreement with DWP.

51. **Date of submission.** Please enter when you submitted your bid.

52. Where LAs submit a funding bid well in advance of the bid deadline we will assess the bid and inform them of the outcome as soon as possible and will respond in the order bids are submitted.

Section 2: Estimated Cost/Spend

53. For ease of use, this section has been auto-populated from the other sections. However, please ensure the figures are correct.

54. **Total Spend.** This is the total of the five above rows and will determine the total sum DWP expect to pay to the authority.

Training Tab

55. This table covers the anticipated training plans and costs required for the training to enable the pyramid of support previously outlined.

56. This section will help DWP assess your plans. Only section 1 is completed at the bidding stage and this should be completed across columns E up to J as appropriate.

Section 1: Bid

57. Each training activity you intend to undertake will have its own column. You should complete the following information across each row for each activity.

58. **Title.** Complete the title of the course or activity.

59. **Training provider.** Enter the training provider (if known) or LA trained facilitator if the bid is for costs associated with in-house training.

60. **Type of training activity.** From the drop-down list select the type of training course:

- a. **Train the trainer** – this is training to train trainers who will then train your LA or partner organisation staff.
- b. **Specialist support training** – this is training in a specialist support delivered by a provider to LA or partner staff. Specialist support is evidence-based specialist interventions to reduce parental conflict.

- c. **Early and moderate support training** – this is training for practitioners to support them to identify and refer parents as well as deliver support which doesn't require additional referrals.
- d. **Other**. This could be costs to develop an in-house offer or parental conflict toolkit.

61. **Additional information on activity if 'other'**. Please provide a description of what other training type activity you intend to deliver.

62. **How many staff are you going to train?** Provide the number of staff you intend to train in each different training activity. We appreciate this is just a proposal at this stage.

63. **Estimated cost**. Input the estimated cost for each of the training activities. This should not include costs that are included in the coordinator role estimated costs. The grant does not cover staff costs of the trainees attending the courses and these costs should not be included. Please see the section in this Guidance about inclusion/exclusion of VAT.

64. **Training start and end dates**. Select the month in which you intend to start training (the first cohort) and in the following row, the month you intend to finish training (the date the last cohort finishes). Where possible training should be delivered and completed during the period of each Year.

65. **Sectors targeted**. Provide information about the sectors you intend to target. You do not need to provide numbers, simply select 'Y' from the drop down in each cell. Leave blank the sectors you do not intend to target. If a category is not listed, select 'Y' in the other category and provide details of what this sector(s) is in the box below.

66. The total number of trainees and breadth of coverage are factors that will be considered when assessing your funding bid – as set out “Who should be trained” in this Guidance, we expect you to train priority cohorts.

Delivery Tab

67. This table covers your plans on the delivery of specialist support to parents. Specialist support is evidence-based specialist interventions to reduce parental conflict. This can be delivery by the LA as well as commissioned services of providers.

68. Only section 1 is completed at the bidding stage. This should be completed across columns D up to G as appropriate.

69. **Name of Specialist Support**. Enter the name of the level 4 specialist support you intend to deliver.

70. **Delivery by**. Select whether you intend this to be delivered by an LA trained facilitator or by a commissioned provider. An LA trained facilitator will likely be a

specialist practitioner who has been trained to deliver specialist support. If you intend to use a commissioned provider, enter the name of the provider if known.

71. **Start date and end date.** Select the month you intend to commence delivering specialist RPC support to families then select the month the last group are set to finish.
72. **Number of parents to be supported.** Input the estimated number of parents you intend to support on each of the types of support you intend to deliver.
73. **Estimated cost.** Enter the estimated cost for each type of specialist support. Please refer to the section in this Guidance in relation to the inclusion/exclusion of VAT.

Co-ordination, Administration and Evaluation Costs Tab

74. This section covers the estimated costs for the coordinator role and evaluation, as well as estimated administration costs. When completing this table, it is important not to duplicate administration or evaluation activity costs that are already included in the coordinator role estimated costs. Please refer to the section in this Guidance about the inclusion/exclusion of VAT. Only Column D should be completed at the bid stage.

Section 1: Co-ordination Costs / Spend

75. Enter the coordinator role's estimated salary cost, full time equivalent and overview of the responsibilities you plan to be covered by this role.

Section 2: Administration Costs / Spend

76. Provide an **estimate** of your administration costs. These may include set up, procurement (admin), venue or other administration costs. Outline the breakdown of these costs and details in the box below. This includes spend not linked to the cost of training delivery or specialist support.
77. Every effort must be made to keep your administration costs to a minimum and reasonable level.
78. Where you have identified staff costs, excluding the coordinator role please outline the number of staff involved and activities they perform. All activities must relate to eligible spend within the scope of the RPC Local Grant. You should provide sufficient detail to justify your administration costs.

Section 3: Evaluation Costs / Spend

79. Enter the estimated costs for any local evaluation you intend to carry out and your proposal.
80. This should be proportionate (in DWP's opinion) to the other activities funded by the Grant. LAs are encouraged to contribute to funding these activities where possible. This cost should not include any cost for the coordinator role and the evaluation activities they undertake. It can include cost for time taken by other staff members or the cost of other resources/materials to enable evaluation.

Cluster LAs

81. Only complete table 5 if you are a lead LA submitting a funding bid on behalf of a cluster of LAs. For the bid, only the top section (rows 6-13) needs to be completed.
82. The purpose of this table is to list the names of all the LAs in the cluster and the number of estimated trainees for each type of training in each LA. The lead LA should be listed first and then the names of the other LAs in the cluster.
83. The total number of trainees for each LA should be listed against each type of training. We are **not** looking for a breakdown per cluster of the background/partner organisations at LA level e.g. police, school staff etc., just the total number of trainees for each LA across the different training types described in the columns.
84. Similarly, to the above, for the delivery of specialist support, indicate the estimated number of parents to be supported for each type of specialist support bid for, per cluster.

Funding Bid Template – Supporting Narrative (Theory of Change)

85. Funding Bid Template – Supporting Narrative (Theory of Change) - this template captures the narrative to support your bid and uses the theory of change method to help LAs articulate how they are planning to utilise the skills developed to provide a sustainable approach to reducing parental conflict across the LA and the LA partner organisations.
86. Bids should set out a convincing case for how the LA will ensure that once trained, training is used by practitioners or trainers as this is a key part of the grants purpose.

How to submit your Management Information

87. This section of the Guidance provides information on the detail LAs are required to provide on each MI Return. For the RPC LG the template is a combined one and is the same one used for the bid. This includes the bid and all of the MI returns for the Year for ease of reference and use.

Total Estimates and Spend Tab

88. This section of the Guidance provides information on the detail LAs are required to provide on each MI Return. For the RPC LG the template is a combined one and is the same one used for the bid. This includes the bid and all of MI returns for the Year for ease of reference and use.

Section 1: LA Details

89. This was completed at the bid stage. But please add the date of submission on line 8 for each return.

Section 2: Estimated Cost/Spend

90. For ease of use, this section has been auto-populated from the other sections. However, please ensure this figure is correct and you are content that the amount noted is what you have committed as spend up to the end of the reporting period. Each MI return is cumulative, for example; the figure in MI Report 2, should be inclusive of that already reported in MI Report 1 and so on.

91. **Total Spend.** This is the total of the above rows. It is the amount that will be used to determine the final funding payment from DWP.

Section 3 Additional Information

92. **Level 3 Support.** Please include an estimate of how many parents have been supported by practitioners in your local area in the grant period. We appreciate this may not be information you have to hand but it helps us make the case for continued funding if we can demonstrate how many parents the funding is supporting.

Section 4 Assurance

93. This section provides the assurance of committed spend and together with the spend reported constitutes the Statement of Grant Usage.

94. **Section 151 Officer.** This tends to be the Chief Financial Officer. Input your Section 151 officer name for your LA or the lead authority if part of a cluster.

95. **Section 151 Officer Deputy with delegated authority.** The Section 151 Officer may delegate this authority to a deputy to provide this assurance. If this is the case, please tell us who this person is. In the rows below select 'Yes' to confirm that you will be copying the S151 officer into the email (and their deputy if used) with each MI return and 'Yes' again in the row below to confirm that either the Section 151 Officer or their deputy has assured the spend noted on the return.

- a. The Section 151 Officer must be copied into the email even if a deputy has assured the spend, along with the deputy.

- b. Where a funding bid has been submitted for a cluster of LAs the S151 Officer or delegated deputy for the lead LA should provide the necessary assurance for the cluster.

Training Tab

96. The MI returns allow us to compare progress against the proposal as well as actual spend and progression.
97. We will use this information to determine whether you are on track to deliver the expected outcomes from the Grant i.e., the number of staff trained to the required standards, and how these feed into your plans to:
 - a. establish a local framework for the delivery of RPC interventions,
 - b. train suitable practitioners across the LA footprint,
 - c. identify potential families that would benefit from an RPC intervention,
 - d. conduct RPC interventions.
98. We will compare the actual training procured/delivered in this section with your bid section when calculating your Grant payments. If there is a significant difference between the training you planned to deliver (as outlined in your funding bid), and the actual training being delivered (as outlined in your MI report) or the number/breakdown of trainees that are undertaking the training please outline the reasons for this in a covering email with your completed MI report. We encourage LAs who foresee a significant change in their plans to contact their RIL so this can be approved.
99. You should only complete the relevant MI report for the reporting period.

Section 1: Bid

100. This information was completed at the bid stage, please do not change it.

Section 2: MI

101. This section contains all the MI reports that should be completed throughout the Year and remain in the document. Complete the relevant report for the reporting period (e.g. MI Report 1, MI Report 2, MI Report 3 etc). Please do not amend any previously submitted MI Report sections.
102. **Are these courses still planned, completed, or currently being undertaken?** Select 'Yes' or 'No' as to whether you still intend to undertake these activities. You can also select completed. If you have a new training activity, add it into one of the columns completing rows 4-7, then complete the rest of the MI report. Any changes from the original bid should be notified to DWP through your RIL so that approval can be sought.
103. **Training start and end dates.** Select the month in which you have/intend to start training (the first cohort) and in the following row, the month you intend to finish training (the date the last cohort finishes). Where possible training should be delivered and completed during the period of each Year.
104. **Sectors targeted.** Please let us know if your targeted sectors have changed since the bid. If you are no longer targeting a sector leave the field blank. If you

have trained or still intend to target them select Y from the drop down. If a category is not listed, select 'Y' in the other category and provide details of what this sector(s) is in the box below.

- a. For our evaluation purposes we would appreciate if you could estimate the percentage of each sector that are trained in some form in reducing parental conflict to help us understand the saturation of training nationally.

Progress

105. In your bid you noted how many people you intended to train. You should complete the MI reports with the details of your most up to date plan and tell us how trainees are progressing.
 - a. The number of trainees you still intend to train who have yet to start
 - b. The number of trainees who have dropped out of training i.e. never completed.
 - c. The number of trainees who are currently being trained i.e. enrolled on a training course which is in progress.
 - d. The number of trainees planned for the Year (this should be the total of the above).
106. **Actual spend and additional information.** It reduces the need for us to come back and ask clarifying information if you could explain, where appropriate, why there are differences from the bid or previous MI and the cost implications of drop-outs as well as how you have attempted to reduce this.
 - a. If there is a significant difference between the bid and the details provided in the MI which has not been approved, we may withhold or reduce your Grant instalment payments. While this is unlikely, we would encourage you to work with your RIL as soon as you identify there will be changes.

Delivery Tab

107. This table covers your plans on the delivery of specialist support to parents and actual spend. Specialist support is evidence-based specialist interventions to reduce parental conflict.
108. This should be completed across columns D up to G as appropriate.

Section 1: Bid

109. This was completed during the bid stage. This information should remain in the document and should not be amended.

Section 2: MI

110. Section 2 contains all the MI reports that should be completed throughout the Year and remain in the document. Complete the relevant report for the reporting period (e.g. MI Report 1, MI Report 2, MI Report 3 etc).
111. **Is this provision still on your plan or currently being delivered?** Select 'Yes' if you are still delivering or planning to deliver this support. Select 'No' if your plans have changed. Notify DWP through your RIL of any changes from your

original bid so approval can be sought. If you have a new activity add it into one of the remaining columns entering the information into rows 4-6 then complete the rest of the MI section.

112. **Start date and end date.** Select the month you have or intend to commence delivering specialist RPC support to families then select the month the last group are set to finish.
113. **Number of parents to be supported.** Now input the number of parents you have or intend to support through each of the types of support you are delivering. This should represent your total plan for the Year. Then enter the number of parents currently being supported (enrolled and progressing through specialist support), followed by the number of parents who have completed and then the number who have dropped out.
114. **Actual spend.** Enter the actual spend for each type of specialist support. Please refer to the section in this Guidance in relation to the inclusion/exclusion of VAT.
115. **Additional information.** If your plan has changed from your bid or previous MI report, please outline these changes here. Additionally, if you have had dropouts, provide some brief information as to why, any cost implications and what actions you have taken to reduce these. You can also provide any other relevant information in this section.

Co-ordination, Administration and Evaluation Costs Tab

116. This section covers the coordinator role and evaluation actual spend, as well as actual admin spend. When completing this table, it is important not to record administration or evaluation activity spend that are already included in the coordinator role spend. Please refer to the section in this Guidance about the inclusion/exclusion of VAT.
117. All sections should be completed. Each MI report occupies a single column as indicated on the template.

Section 1: Co-ordination Costs / Spend

118. Enter the coordinator role's salary spend, actual full time equivalent and overview of the responsibilities that have been covered by the role during the reporting period. Please refer to the eligible funding section of this Guidance when considering the coordinator activities. This spend and FTE should reflect what you wish to be covered by the Grant.

Section 2: Admin Costs / Spend

119. Provide your actual administration spend for the reporting period. This may include set up, procurement (admin), venue or other administration costs. Outline the breakdown of these costs and details in the box below. This includes spend not linked directly to the cost of the delivery of the training or specialist support.
120. Every effort must be made to keep your administration costs to a minimum and reasonable level. If your administration costs are high or there is insufficient

explanatory detail, we may need to contact you for more information which could delay the date you receive your Grant payments.

121. Where you have identified staff costs, excluding the coordinator role you must outline the number of staff involved and activities they perform. All activities must relate to eligible spend within the scope of the RPC Local Grant. You should provide sufficient detail to justify your administration costs.
122. LAs are required to provide additional information to evidence spend if requested by the Department.

Section 3: Evaluation Costs / Spend

123. Enter the actual spend for any local evaluation you have carried out followed by details of these activities in the box below. This should be the amount you wish to be funded by the Grant. This should not be a significant portion of the Grant. LAs are encouraged to contribute to funding these activities where possible.

Cluster LAs

124. Only complete table 5 if you are a lead LA on behalf of a cluster of LAs. For the MI, only the later sections need to be completed up to the relevant reporting period.
125. The LA names will be auto populated from those input at the bid stage or later MI. This should reflect your most up to date plan for the Year.
126. The total number of trainees planned for each LA should be listed against each type of training. The training types are auto populated. We are not looking for a breakdown per cluster of the background/partner organisations at LA level e.g. police, school staff etc., just the total number of trainees for each LA across the different training types described in the columns.
127. Similarly, to the above, for the delivery of specialist support, indicate the estimated number of parents to be supported for each type of specialist support bid for, per cluster. The types of specialist support will be auto populated.

DWP engagement

128. DWP engagement with LAs will be undertaken by:

- RILs; and
- LA Partnership Engagement and Delivery Grants Team.

129. RILs will work with LAs to:

- support LAs with their Grant funding bids
- provide ongoing support for LAs and partners to plan, lead, deliver and evaluate their approaches to RPC.

130. The LA Partnership Engagement and Delivery Grants Team will:

- provide support and gather information throughout the scheme e.g. where a Funding Bid and MI Template has not been completed and returned on time
- ask for further clarification is needed in respect of the information provided on the Funding Bid and MI Template, if for example:
 - critical data is missing, or the data looks odd, or
 - the MI provided does not correspond to the information approved as part of the bid process
 - the LA is reporting a high value of administration costs. We may need the LA to explain why that is the case and provide supporting evidence
- deliver a series of LA conference calls through March and April 2022 to enable LAs to ask questions and seek points of clarification regarding the scheme and the bidding process
- deliver regional LA workshops in collaboration with RILs on completion of the Funding Bid and MI Templates.
- continue to engage with LAs to respond to questions we receive via the designated inbox as quickly as possible.

131. Where LAs are working within a cluster, it is the responsibility of the lead LA to collect and collate MI and complete one collated MI return and submit to DWP.

DWP funding arrangements

132. In line with Government best practice and to ensure that the objectives of the RPC LG are being met during the Funding Period and reduce administration costs for all concerned, including the need for DWP to recover underspend, we have adopted a payment in arrears approach, with up to three payments in Year 1 and up to four payments in Year 2. This will enable DWP to adjust the amount of payments based on the actual level of spend incurred by the LAs as evidenced in each MI return.
133. Payment of the Grant from DWP to LAs will be made at intervals which follow the MI returns (three in Year 1 and four in Year 2). The first payment will be up to a maximum of 100% of the allocation for Year 1 and up to 100% of the remaining allocation on each of the later payments. Similar arrangements will apply in the Year 2.
134. Payment schedules and percentages are illustrated in the table within the Funding section below and will follow the receipt of a fully validated and complete statement of expenditure.
135. Where a lead LA submits a successful funding bid on behalf of a cluster of LAs, the total Grant for all the LAs will be paid to the lead LA. It is assumed that the lead LA will incur all or most of the costs e.g. procurement and administration. If part of the Grant needs to be paid to other LAs in the cluster, it is the responsibility of the lead LA to do this.
136. All MI returns must be endorsed by the Chief Finance Officer/S151 officer or their deputy with delegated authority, in accordance with their statutory assurance. The Chief Financial Officer/Section 151 Officer, alongside any deputy with delegated authority, must be copied into the email with the MI.
137. The guidance for completion is provided within a separate section of this Guidance and on a separate tab within the Funding Bid and MI Template. There are also detailed notes on the Funding Bid and MI Templates.
138. The definition of spend includes Grant funding that has been provided to a training provider, within the scope of the eligibility criteria, and within the period of the Funding Period. This period constitutes April 2022-March 2023 for Year 1 and April 2023-March 2024 for Year 2.
139. Spend also includes 'committed spend'. For this scheme committed spend relates to Grant funding that has been spent within the Funding Period for each Year and training that has been completed within this period or with an approved extension.
140. The definition of committed spend for the purpose of this scheme does not affect its accounting treatment in accordance with normal rules.
141. The timetable for provision of funding and MI returns is as follows:

Funding:

Payment	Amount (%)	Payment Date	Notes
Year 1 First	Up to 100% of Year 1 allocation	November/ December 2022	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 1 Second	Up to 100% of Year 1 remaining allocation	February/ March 2023	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 1 Third (Final)	Up to 100% of Year 1 remaining allocation	May/ June 2023	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 2 First	Up to 100% of Year 2 allocation	August/ September 2023	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 2 Second	Up to 100% of Year 2 remaining allocation	November/ December 2023	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 2 Third	Up to 100% of Year 2 remaining allocation	February/ March 2024	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).
Year 2 Fourth (Final)	Up to 100% of Year 2 remaining allocation	May/June 2024	Payment issued on actual spend following validated MI return (with reference to your progress against the planned training detailed in your bid).

Year 1 and 2 Reporting:

Year	Reporting period		Deadline for return
1	01/04/2022	30/09/2022	14/10/2022
1	01/04/2022	31/12/2022	13/01/2023
1	01/04/2022	31/03/2023	14/04/2023

2	01/04/2023	30/06/2023	14/07/2023
2	01/04/2023	30/09/2023	13/10/2023
2	01/04/2023	31/12/2023	12/01/2024
2	01/04/2023	31/03/2024	12/04/2024

Overhead and administrative costs

142. The Grant allocation includes reasonable administration costs to support the delivery of RPC training. In all cases, administrative costs should be kept to a minimum. Note coordination costs are NOT considered as administration costs and are to be reported separately.

143. Administration costs for each LA will be published on www.gov.uk alongside other details related to this scheme.

Eligible Expenditure & Ineligible Expenditure

144. Examples of administration costs which constitute Eligible Expenditure include (provided they are reasonable):

- The cost of procurement of the training
- Venue costs
- Other costs such as
 - Web-page design,
 - Small IT changes (for example, to facilitate MI production)

145. The following administration costs will be Ineligible Expenditure:

- The cost of delivery of the training
- The cost of staff time attending the training
- Travel to and subsistence at training

146. Examples of coordination costs which constitute Eligible Expenditure include reasonable:

- Coordinator salary costs – responsibilities we will fund under this role include:
 - To act as the primary contact for the programme
 - Developing the funding bids,
 - Collection & Reporting of MI
 - To co-ordinate and deliver training
 - To drive the development of a strategic partnership approach to RPC and drive progress across children’s services and partner agencies
 - To lead a Multi – Agency steering group & submission of the planning tool

- To regularly liaise with domestic abuse colleagues to ensure appropriate, safe and clear pathways of support are developed.
- To be responsible for developing a local needs assessment and evaluation of impact of services.
- To lead a learning approach to RPC through promoting practice sharing and effective supervision.

Any coordinator salary costs that relate to responsibilities that are not listed above will be considered Ineligible Expenditure.

147. Examples of evaluation costs which constitute Eligible Expenditure include:

- Material costs to carry out Local Evaluation
- Staff time to support the design and facilitation of evaluation

148. Example of evaluation costs which constitute Ineligible Expenditure include:

- Staff time on spent on attending/ being part of evaluation activities
- Evaluation of any non-RPC activity
- Evaluation of RPC activity prior to the Local Grant 2022-2025.

149. Examples of delivery costs which constitute Eligible Expenditure include:

- Delivery of specialist support
- Staff time to deliver interventions

150. Examples of delivery costs which constitute Ineligible Expenditure include:

- Delivery of lower level support such as conversations with parents

NOTE:

Delivering RPC support interventions is Eligible Expenditure however this Grant is geared towards delivering training and there is an expectation that the LA would pick up most of these costs. Any expenditure on RPC support interventions that DWP considers excessive in this context will be Ineligible Expenditure.

151. All funding should be used in a way that promotes the key aims of the Grant and this should be demonstrated in your bid. The focus of the Grant is on building capability and capacity within the LA and LA partner workforce as such priority needs to be given to workforce development. This should be reflected in the level of spend you allocate to workforce development over delivery and evaluation costs. Excessive spend (in DWP's opinion) on delivery and evaluation shall be considered Ineligible Expenditure. The longer-term aim is that LAs cover delivery costs.

152. Staff costs in relation to trainees attending the courses are not covered by the Grant and are Ineligible Expenditure.

153. Other Ineligible Expenditure is detailed in Annexe A and in the Grant Agreement. Applicants are strongly encouraged to review these lists carefully before submitting their application.

VAT

154. LAs should submit bids for the Grant and the MI reports outlining proposed spend on a basis that it excludes any recoverable input VAT they incur in carrying out the Funded Activities. The value of any recoverable VAT should also be excluded in the amount of spend in the interim and final MI reporting templates. You may only include VAT in your bid and MI reporting template if you can't recover it from HM Revenue and Customs, and you need to state the reason why it can't be recovered. Once agreed, the Grant cannot be increased to cover additional VAT incurred/charged that was not included in the original bid. Claims for funding should be based on actual costs incurred (less any recoverable VAT) and must not exceed the agreed allocation.

Who can apply?

155. County Councils and Unitary Authorities (including London Boroughs and Metropolitan Councils) in England are eligible to apply for the allocation of funding provided by DWP

156. LAs will benefit if they can demonstrate prior engagement with the programme.

157. The Grant allocation process requires LAs either on their own or with others acting as an LA cluster to have a credible, proportionate delivery plan for the Grant allocation

158. There will be a requirement for a planning tool update towards the end of the Funding Period.

Contact us

159. If you do have any queries, contact your RIL or LA PED at If you do have any queries, contact your RIL or LA PED at:

LA-PED.LAGRANTSPROJECTTEAM@dwp.gov.uk

Annexe A: Ineligible Costs

1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, Government or political activity; or attempting to influence legislative or regulatory action.
2. Using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant.
3. Using the Grant to petition for additional funding.
4. Expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy.
5. Input VAT reclaimable by the Grant Recipient from HM Revenue and Customs.
6. Payments for activities of a political or exclusively religious nature.
7. Contributions in kind (i.e. a contribution in goods or services, as opposed to money).
8. Interest payments (including service charge payments for finance leases).
9. Statutory fines, criminal fines, or penalties.
10. Payments for work or activities which the Grant Recipient, or any member of their Partnership has a statutory duty to undertake, or that they are fully funded by other resources.
11. Bad debts to related parties.
12. Payments for unfair dismissal or other compensation.
13. Depreciation, amortisation or impairment of fixed assets owned by the Grant Recipient.
14. The acquisition or improvement of fixed assets by the Grant Recipient.
15. Liabilities incurred before the issue of the Grant Agreement unless agreed in writing by DWP.
16. Endeavours unrelated to the uses of funding detailed in paragraphs 13-19 of this Guidance.

Annexe B: Relevant Workforces for RPC Training

Early Help	Education	Voluntary and Community	Courts / Justice	Health	Adult Services
Family Support Workers	Relevant professionals listed below in schools, nurseries and FE colleges including special schools and PRUS/alternative provision	Food banks	Solicitors	GPs	Housing – LA and Housing Associations
Commissioned Services		Housing Charities	CAFCASS	Midwives	Anti-Social Behaviour
Family Employment Advisers		Debt support	Youth Offending Teams	Paediatricians	Tenants Associations
Children's centre or Family Hub staff	Teaching Assistants	Advice services	Crime Prevention	A&E	
Parenting Teams	Parents Support Advisers	LGBT Youth Projects	Police	Paramedics	Social Workers
Children's Social Care	SENDCOs	Local mental health services	Violence reduction	Community nursing	Mental Health Services
Front Door Staff / MASH	PHSE Teachers	Scouts, Cadets etc	Probation	Pharmacy	Voluntary Sector
Social Work Resource Officers	Pastoral Leads	Sports Clubs	District Family Judges	Alcohol/drug services	Adult safeguarding lead
SEND	Head Teachers	Local Mediation	Family Courts	AnteNatal Lead	Treatment services
Adoption and Fostering Services	Support workers		Family Drug and Alcohol Courts	CAMHS	Advocates
Teenage Parents support	Welfare officers	Faith/Youth Clubs	Police School Liaison	Mental Health	Social Prescribing
Pre-birth assessment (high risk parents)	Year Heads	AA Meetings, recovery groups etc	Detached Youth Workers	Carers	Carer support groups
Family Support Staff	Breakfast/Afterschool club		Community Officers	Social prescribing	Adopters / Fosterers networks
Family Group Conferencing	School counsellors		Youth Crime		Parenting support services
Other specialist teams e.g consultant social worker	Primary mental health workers	Refugee/Asylum Seeker projects	Restorative Justice Section		Fathers Groups
Domestic Abuse Social Worker	Educational psychologists		Victim Support		Employers
0-19 Services	Speech and language therapists		Prisons		
Health Visitors	Childminders		Prisons visiting organisations		
School nurses			Legal Aid		
			PCSO		
			Domestic Abuse Services		

Agenda Item 7

Report to:	EXECUTIVE CABINET		
Date:	27 July 2022		
Executive Member:	Councillor Jan Jackson - Executive Member (Planning, Transport and Connectivity)		
Reporting Officer:	Nick Fenwick, Interim Director of Place.		
Subject:	DESIGNATION OF REGIONALLY IMPORTANT GEOLOGICAL SITE		
Report Summary:	Regionally Important Geological Sites (RIGs) are a local designation recognising locations which are the most important places for geology and geomorphology outside of statutorily protected land such as Sites of Special Scientific Interest (SSSIs) and are used across Greater Manchester. Addition of location following a review.		
Recommendations:	<p>It is recommended that:</p> <ul style="list-style-type: none">(i) Designation of the Regionally Important Geological Site at Rocher Vale following survey by the Greater Manchester RIGS Group and endorsement of GMEU is noted.(ii) Updated spatial data to reflect the designation is published to inform land management and planning decisions.		
Corporate Plan:	Supports a sustainable environment that works for all generations and future generations		
Policy Implications:	Designation of the RIGS would be a material consideration in determining any development that may affect the site, as well as in formulating policy and allowing the Council to most effectively manage its greenspaces		
Financial Implications: (Authorised by the statutory Section 151 Officer & Chief Finance Officer)	<p>There are no direct financial implications arising from the decision at this stage.</p> <p>The financing arrangements for any future site maintenance expenditure relating to this site will be subject to separate approval.</p>		
Legal Implications: (Authorised by the Borough Solicitor)	<p>The designation of a RIG is a non-statutory function. However, a designation at Rocher Vale and the evidence base would be a material consideration in considering any development that might affect the land concerned.</p> <p>The Council should always make decisions based on the current law, together with the most up to date evidence and information available to avoid successful challenge. Keeping policies on which it seeks to rely up to date is therefore key to good governance and practice.</p>		
Risk Management:	The reviewing of RIGS in a managed way by GMEU provides an update and consistency in reporting, recoding and monitoring across Greater Manchester and supports existing and forthcoming planning policy, alongside the wider management and protection of local geological assets.		
Background Information:	<table border="1"><tr><td>Appendix 1</td><td>The full assessment of the site</td></tr></table>	Appendix 1	The full assessment of the site
Appendix 1	The full assessment of the site		

Appendix 2

The proposed Rocher Vale RIGS boundary

The background papers relating to this report can be inspected by contacting the author, Graham Holland, Planning Policy Team Manager, by:



Telephone: 0161 342 3102



E-mail: graham.holland@tameside.gov.uk

1. INTRODUCTION

- 1.1 Regionally Important Geological Sites (RIGs) are a local designation recognising locations which are the most important places for geology and geomorphology outside of statutorily protected land such as Sites of Special Scientific Interest (SSSIs) and are used across Greater Manchester.
- 1.2 The review of RIGS is undertaken by the Greater Manchester RIGS Group, a member of GeoConservation UK comprised of voluntary amateur and professional geologists. The GM RIGS Group is supported by the Manchester Geological Association, as well as by the Greater Manchester Ecology Unit and Greater Manchester's BioConservation Group.

2. BACKGROUND

- 2.1 The site at Rocher Vale has been identified as hosting a wide array of geomorphological features including an incised fluvial gorge, fluvially derived spurs, differential weathering of exposed outcrops of sedimentary rocks and easily accessible outcrops of Pennine Lower Coal Measures. The GM RIGS Group also identified the potential for the site to contribute to a geological/historical trail as the site abuts the Park Bridge Iron Works and Heritage Centre. The full assessment of the site is included in **Appendix 1**.
- 2.2 Rocher Vale is already a designated Local Nature Reserve and Site of Biological Importance (Rocher Vale South) and as such is protected under Policy N2 of the adopted Tameside Unitary Development Plan. The site also sits entirely within the Green Belt and abuts the existing Park Bridge Quarry RIGS, becoming the third RIGS in Tameside alongside Park Bridge Quarry and Arden Bridge Quarry. The proposed Rocher Vale RIGS boundary is included in **Appendix 2**. The existing Local Nature Reserve and SBI boundaries will not be affected by the RIGS designation.
- 2.3 Part of the proposed RIGS crosses into the borough of Oldham. Officers within the adjacent borough are similarly preparing a report for discussion with Members to recognise the asset.
- 2.4 Designation of the RIGS would be a material consideration in determining any development that may affect the site, as well as in formulating policy and allowing the Council to most effectively manage its greenspaces.

3. CONCLUSION

- 3.1 The reviewing of RIGS in a managed way by GMEU provides an update and consistency in reporting, recoding and monitoring across Greater Manchester and supports existing and forthcoming planning policy, alongside the wider management and protection of local geological assets.

4. RECOMMENDATIONS

- 4.1 As set out at the front of the report.

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**Notification of
Regionally Important Geodiversity Site**

To: Rochdale MBC

File no:	TE03
Site name:	Rocher Vale
Grid Reference:	SD 945 026
Parish:	Leesfield and St Mark with Christ Church, Glodwick
District:	Tameside (minor part in Oldham)
County:	Greater Manchester
Date of approval by RIGS committee:	2019

Brief site description

The site is located wholly within the valley of the River Medlock and consists of a steeply incised gorge to the south, running for approximately 400m and around 250m of more expansive fluvial valley and floodplain to the north comprising slopes of gentler gradient. The footpath, which runs through the gorge, forms a part of the Oldham Way Public Footpath. The site includes both the east and the western sides of the valley to a nominal distance of 10m from the crest of the valley slopes or the land ownership boundary, whichever is a smaller distance, in the incised gorge section and to the crest of the valley slope in the open section.

The underlying bedrock is the Pennine Lower Coal Measures Formation formed of alternating beds of mudstone, siltstone and sandstone, all exposed in the cliffs within the gorge. Surface sediments of Devensian Glacial Till are seen at the crests of the valley slopes on the eastern side and alluvium covers the valley floor.

Summary of site value and importance

This site hosts a wide array of geomorphological features resulting from fluvial, mass movement and anthropogenic processes, both relict and active. The following are noted:

1. An incised fluvial gorge understood to have formed during a period of fluvial rejuvenation, the formation of the valley's shape and alignment may have been influenced by the underlying geology.
2. Possible minor tributary valley.
3. Fluvially derived spurs.
4. Fluvial meanders and terraces (of multiple levels), aggradational point bars and river cliffs readily identified in the 'open' northern section of the valley.
5. Possible river scroll (visible on aerial photography and in-field).
6. Anthropogenic modification of the River Medlock in the form of channelisation and flow modification (weir).
7. Differential weathering of exposed outcrops of sedimentary rocks.
8. Easily accessible outcrops of Pennine Lower Coal Measures exhibiting siderite nodule inclusions and the Blenfire Rock Sandstone.
9. Mass movement processes including slope terracing and shallow translational slides.
10. Differential plant colonisation and stabilisation.
11. Possible modification of the landscape and associated links to historical coal extraction in nearby Park Bridge.

APPENDIX 1

Greater Manchester RIGS Group

Member of GeoConservation UK

There is great potential to contribute to a geological/historical trail as this site abuts Park Bridge Iron Works & Heritage Centre (including the existing Park Bridge Quarry RIGS) and the Oldham Way passes alongside both sites.

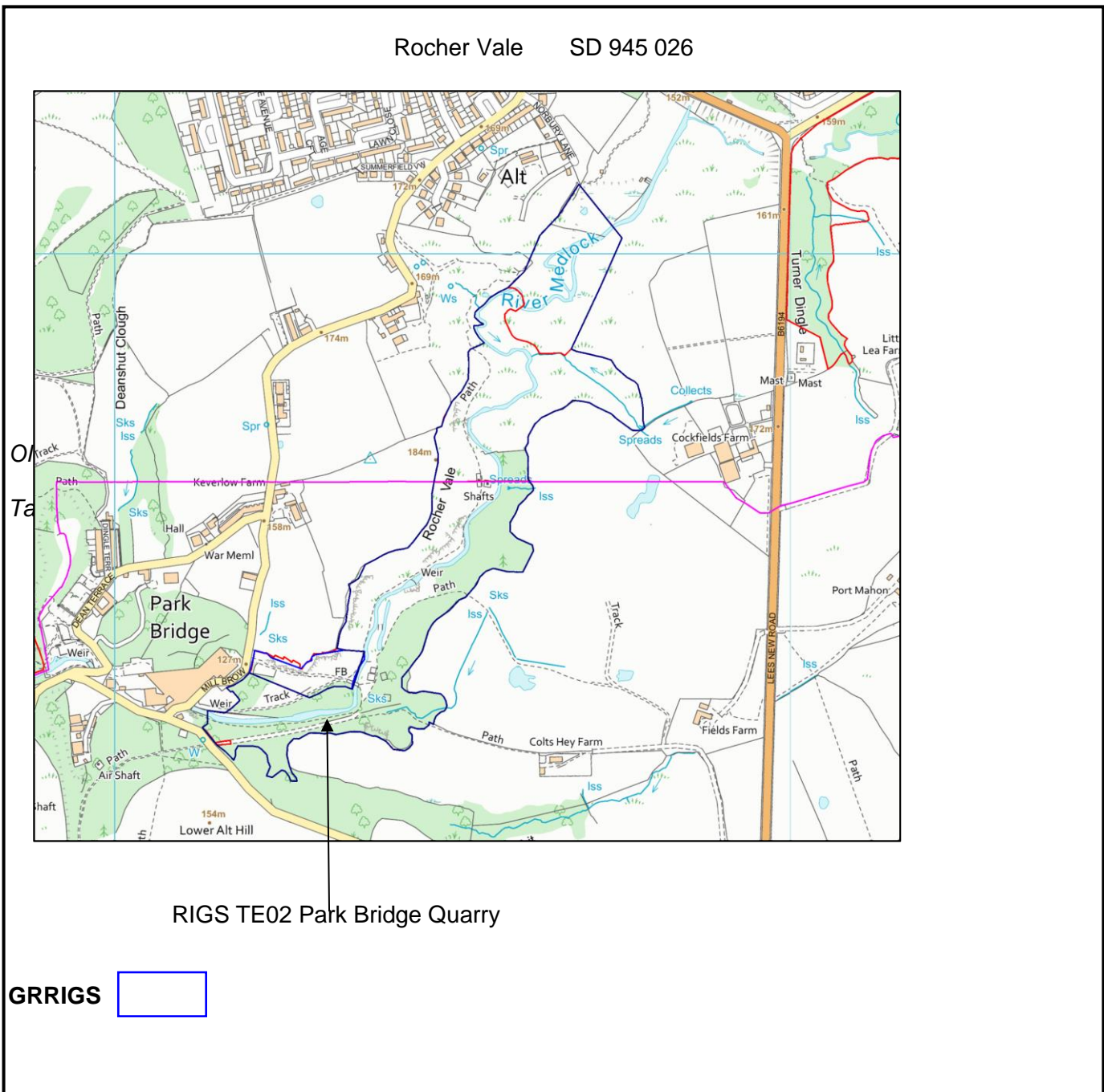
In the event of a consultation which relates to this site or its immediate surrounds please contact:
Dr Christine Arkwright: The Secretary, GMRIGS:

email: gmrigs@hotmail.com

tel: [REDACTED]

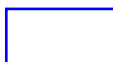
Site Location

Rocher Vale SD 945 026

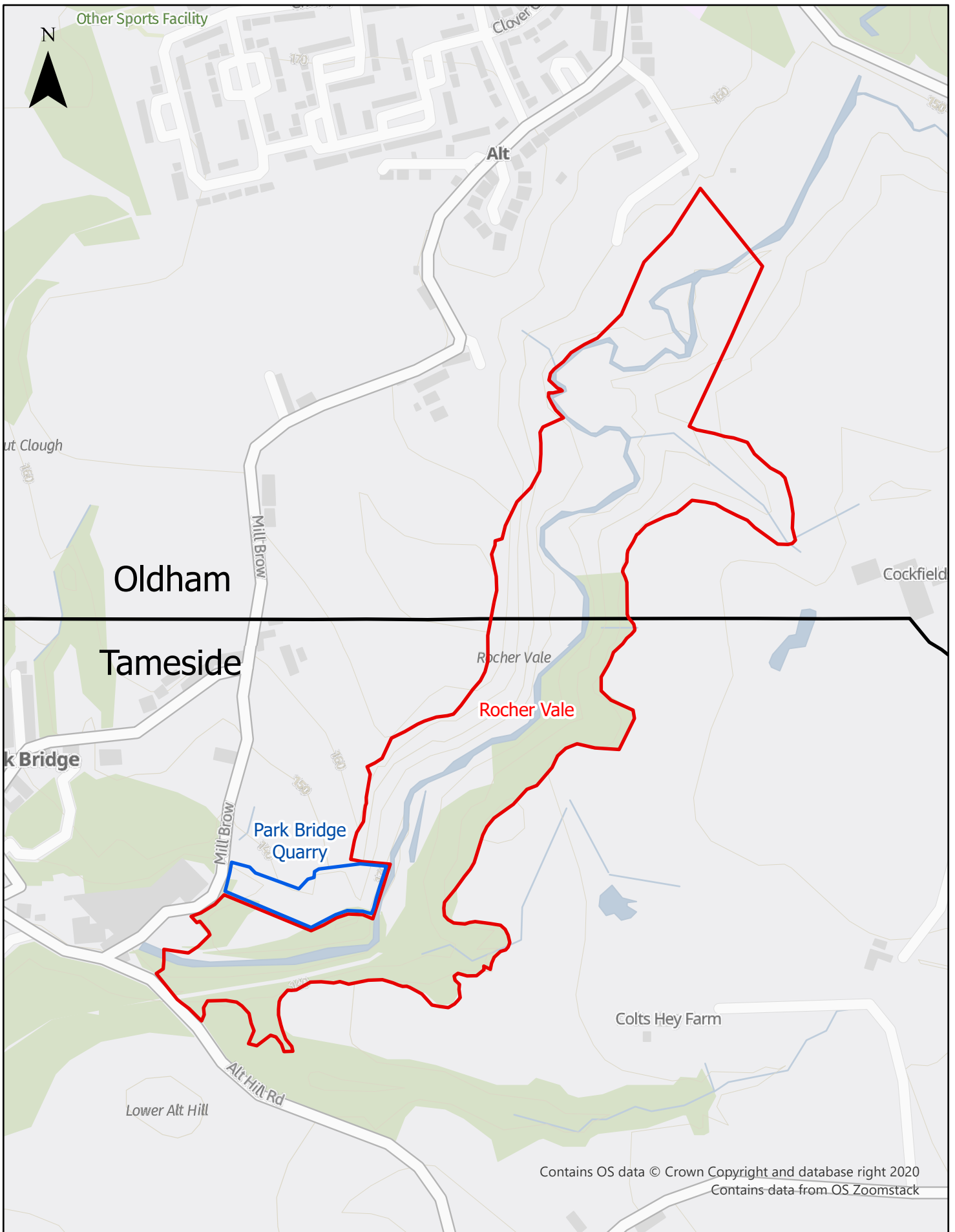


RIGS TE02 Park Bridge Quarry

GRRIGS



Rocher Vale RIGS - Site Location



0 0.05 0.1 0.2 Kilometers

Page 147
Proposed Regionally Important Geological Site

Borough Boundary

Existing Regionally Important Geological Site

Legend

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