

Governing Body (public) meeting

DATE: 29 January 2015

Title	Section 75 Agreement
Recommended action for the Governing Body	<p>That the Governing Body:</p> <p>APPROVE the signing of the attached revised and updated Section 75 Agreement with London Borough of Bexley</p>
Executive summary	<p>The Section 75 Agreement forms the legal basis of our joint working relationship with London Borough of Bexley. This is an “umbrella” agreement, with all sub agreements being approved individually (financial and qualitatively) via the CCG’s committees.</p> <p>This arrangement is one of equal control whereby one Partner can act as “host” to manage the delegated functions, (including statutory functions), of both. Each Partner remains equally responsible and accountable for those functions being carried out. The overarching objectives of the Partners are to:</p> <ul style="list-style-type: none"> ○ Secure effective, high quality, best value, integrated health and council services, including social care, to people for whom the Partners have responsibility. ○ Deliver cultural change in commissioning to ensure that the benefits for integrated and person-centred care are realised. ○ Support the development of clinical commissioning and to maximise the opportunity for the people of Bexley and their communities to participate in decisions about their health and social care. ○ Ensure that appropriate clinical governance arrangements and expertise are in place so that regulatory requirements are met and evidenced. ○ Develop a highly accessible infrastructure to support the effective delivery of commissioning. ○ Ensure that the Performance Management Framework, (Schedule 5) and the Governance Arrangements, (Schedule 6) are put in place and are effectively implemented. ○ The Partners shall work together to commission the following Services in the borough:

Clinical Commissioning Group

	<ul style="list-style-type: none"> ▪ Learning Disabilities Services; ▪ Integrated Community Equipment Services; ▪ Local Children’s Safeguarding Board; ▪ Mental Health Services. ▪ Prevention and Early Intervention services. ▪ Integrated Services for Older People ▪ Genito Urinary Medicine ▪ Better Care Fund (from April 2015) ▪ Integrated Services for Children & Young People (from 2015) <p>The CCG is the Lead Commissioner of mental health services, integrated services for older people and genito urinary medicine and the Council shall be the Lead Commissioner for the other Services listed above.</p> <p>The working arrangements are detailed in the Schedules to the agreement. Any new services to be incorporated within this Agreement will be done by way of a Deed of Variation.</p>	
Which objective does this paper support?	Patients: Improve the health and wellbeing of people in Bexley in partnership with our key stakeholders	✓
	People: Empower our staff to make NHS Bexley CCG the most successful CCG in (south) London	✓
	Pounds: Delivering on all of our statutory duties and become an effective, efficient and economical organisation	✓
	Process: Commission safe, sustainable and equitable services in line with the operating framework and which improves outcomes and patient experience	✓
Organisational implications	Key risks (corporate and/or clinical)	The Section 75 agreement provides the legal framework for our joint commissioning arrangements and as such exists to minimise the risks of so doing
	Equality and diversity	There are no implications for equality and diversity
	Patient impact	The Section 75 agreement allows us to work together with LBB to pool resources and commissioning capacity to maximise impact for some of the most vulnerable patients
	Financial	Each of the sub agreements are approved individually via the CCG’s sub committees – the section 75 agreement is purely the

Clinical Commissioning Group

		"umbrella" trading agreement
	Legal issues	The Section 75 agreement provides the legal framework for our joint commissioning arrangements and as such exists to minimise the risks of so doing
	NHS constitution	There are no implications for equality and diversity
Consultation (public, member or other)	Not applicable	
Audit (considered/approved by other committees/groups)	Approved by Finance Sub-committee on 9 December 2014	
Communications plan	No applicable	
Author		
	Clinical lead	Executive sponsor
	Dr Nikki Kanani	Sarah Valentine Director of Commissioning
Date	12 December 2014	

DATED

LONDON BOROUGH OF BEXLEY

and

**BEXLEY CLINICAL
COMMISSIONING GROUP**

**SECTION 75
OVERARCHING AGREEMENT**

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THIS AGREEMENT is made on [*Insert Date*]

BETWEEN:

- (1) **LONDON BOROUGH OF BEXLEY**, Civic Offices, 2 Watling St, Bexleyheath, Kent, DA6 7AT (“the Council”);

and
- (2) **BEXLEY CLINICAL COMMISSIONING GROUP**, 221 Erith Road, Bexleyheath, Kent, DA7 6HZ (“the CCG”)

hereinafter referred to as “the Partners”.

WHEREAS:

- (A) The Council is the Local Social Services Authority in the London Borough of Bexley within the meaning of the Local Authority Social Services Act 1970 and a commissioner and provider of health and social care services to people in Bexley.
- (B) The CCG is a body created by the Health and Social Care Act 2012, (“HSCA”) and is also responsible for commissioning health care services.
- (C) This Agreement is made pursuant to Section 75 of the National Health Service Act 2006, (“NHS Act”) and is governed by the same. It provides the framework for the Partners to work together and the commissioning of existing or new services. The NHS Act allows for health bodies and health related local authority services to pool money, delegate functions and integrate resources and management structures. The HSCA abolished primary care trusts and amended the NHS Act to incorporate CCGs within the definition of NHS bodies; hence they are able to enter into section 75 agreements.
- (D) This Agreement also provides the framework whereby the CCG provides to the Council a contracting and performance support service for its GUM services.
- (E) The Partners are entering into this Agreement to govern the terms upon which Services shall be commissioned and delegated. This document supersedes any previous section 75 agreement between the Partners that deals with services that fall within the Agreement.
- (F) The Partners wish to record in this agreement a copy of the current agreements between them pursuant to section 256 of the National Health Service Act 2006. Copies of these agreements are contained at Schedule 13 for information only purposes.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Agreement, the following words and expressions have the following meanings:

Agreement	Means this document, including the schedules and any appendices
Assistant Director of the Integrated Commissioning Unit	The Assistant Director with responsibility for the Pooled Fund, who shall report to both Partners.
Annual Agreement	Means the strategic agreement, updated annually, that will set out the commissioning arrangements for the following year.
Bexley Health and Wellbeing Board	The joint committee formed in accordance with Regulation 10(2) of the 2000 Regulations which will have overall responsibility for the operation of S75 Agreements for adult services.
Chief Financial Officers	Those employees of the CCG and the Council with overall responsibility for their organisations' financial affairs.
Children and Young People Partnership	Bexley Children and Young Peoples' Partnership is a partnership of the key local organisations that provide services for children and young people. The partnership coordinates multi-agency work related to priority services for children and young people in Bexley. The partnership includes representatives from London Borough of Bexley, Bexley Clinical Commissioning Group (CCG), Bexley Police, Schools, Oxleas NHS Trust , Bexley Voluntary Service Council, Childrens' Voluntary Sector Organisations.
Clinical Commissioning Group (CCG)	Groups of GPs responsible for designing and commissioning a range of local health services.

Costs	Includes costs, charges, outgoings and expenses
Commencement Date	<u>????+</u> 2014
Commissioning Intentions	The CCG commissioning proposals and plans over a 5 year period for the development of services.
Confidential Information	Means any information that has been designated as confidential by either Party in writing or that ought to be considered as confidential, (however it is conveyed or on whatever media it is stored), including all personal and sensitive data within the meaning of the Data Protection Act.
Council	The Mayor and Burgesses of the London Borough of Bexley acting by the Council of the London Borough of Bexley
Data Protection Act	Data Protection Act 1998 including any amendments and all secondary legislation made pursuant to it.
Eligibility Criteria Threshold	The threshold, as determined by the Council for the provision of social care services to children and adults.
Financial Year	Means each financial year running from 1 April in one calendar year to 31 March the following year.
Framework	The framework for the structure and operation of integrated commissioning.
Freedom of Information Act	The Freedom of Information Act 2000.
GUM	Genito-Urinary Medicine (specialist sexual health services)
Health and Wellbeing Board	A joint committee formed in accordance with Regulation 10(2) of the 2000 Regulations which will have overall responsibility for the operation of the S75 Agreement.
Healthwatch	The independent champion for consumers of health and social care established by the Health and Social Care Act 2012
Host Partner	The Partner responsible for a Service and the associated Pooled Fund.

Integrated	Where the Partners utilise their joint resources to commission services
Integrated Commissioning Framework	The commissioning framework for the Integrated Commissioning Unit.
Integrated Commissioning Unit	The unit that will draw staff from health and social care settings to jointly commission services for Bexley.
Joint Strategic Needs Assessment	The analysis undertaken each year of the health needs within local authority areas to inform and guide commissioning of health, wellbeing and social care.
Lead Commissioner	The Partner with authority to commission Services on its own behalf and that of the other Partner.
NHS Functions	Those functions set out in Regulation 5 of the 2000 Regulations.
Operational Plan	The plan describing how the CCG will spend funds over a Financial Year and how it will develop services for those people who are registered with a GP within the Bexley CCG area of responsibility.
Partners	The Council and the CCG.
Partnership Arrangements	The arrangements set out in this Agreement
Pooled Fund	The joint funds of the Partners used to deliver the Services except GUM
Pooled Fund Arrangements	The arrangements agreed by the Partners for establishing and maintaining any Pooled Fund.
Premises	Means the location(s) for the provision of the Services
Prohibited Act	Shall have the meaning as defined in the Bribery Act 2010
Providers	Means those bodies, organisations, groups or individuals who deliver any of the Service(s)
2000 Regulations	The NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000
Services	Means the commissioned services provided by the Council and the CCG pursuant to and in accordance with the Agreement, as described herein or in any Deed of Variation.

Service User	Means the individual receiving the Services
The 2006 Act	The National Assistance Act 2006
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted).
Working Day	Means any calendar day that the services are operational

- 1.2. Save to the extent that the context or the express provisions of this Agreement otherwise requires:
- 1.2.1 Reference to any statutory or regulatory provisions shall be construed as including any amendments or replacements and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation;
- 1.2.2 Reference to any policy, protocol, process, procedure or guidance shall be construed as including any amendments or replacements;
- 1.2.3 “Partners” includes any statutory successors;
- 1.2.4 “Commissioning” means the specifying, securing and monitoring of services by the Integrated Commissioning Unit ;
- 1.2.5 References to “clauses” are to the clauses in this Agreement. The headings are for convenience only and shall not affect the meaning of these terms and conditions;
- 1.2.6 Words importing the singular only shall include the plural and vice versa..
- 1.2.7 References to “Schedules” are references to the schedules to this Agreement
- 1.2.8 Reference to named members of staff or holders of specific posts shall include any replacement staff or the holders of redesignated posts
- 1.2.9 “Staff” and “employees” shall have the same meaning.
- 1.2.10 Subject to the express provision to the contrary, all communications between the Partners shall be in writing and each and every obligation of either Partner is to be performed at that Partner’s cost.

IT IS HEREBY AGREED AS FOLLOWS:

The Council and the CCG agree that the Agreement, Schedules and appendices shall constitute the entire Agreement.

2. TERM

- 2.1. This Agreement shall commence on the Commencement Date and shall continue until 31st March 2018, (subject to earlier termination), with the option to extend for a maximum period of up to 2 years.

3. OBJECTIVES

- 3.1 This arrangement is one of equal control whereby one Partner can act as “host” to manage the delegated functions, (including statutory functions), of both. Each Partner shall remain equally responsible and accountable for those functions being carried out. The overarching objectives of the Partners are to:
- 3.1.1 Secure effective, high quality, best value, integrated health and council services, including social care, to people for whom the Partners have responsibility.
 - 3.1.2. Deliver cultural change in commissioning to ensure that the benefits for integrated and person-centred care are realised.
 - 3.1.3 Support the development of clinical commissioning and to maximise the opportunity for the people of Bexley and their communities to participate in decisions about their health and social care.
 - 3.1.4. Ensure that appropriate clinical governance arrangements and expertise are in place so that regulatory requirements are met and evidenced.
 - 3.1.5. Develop a highly accessible infrastructure to support the effective delivery of commissioning.
 - 3.1.6. Ensure that the Performance Management Framework, (Schedule 5) and the Governance Arrangements, (Schedule 6) are put in place and are effectively implemented.
 - 3.1.7 The Partners shall work together to commission the following Services in the borough:
 - (i) Learning Disabilities Services;
 - (ii) Integrated Community Equipment Services;
 - (iii) Local Children’s Safeguarding Board;
 - (iv) Mental Health Services.
 - (v) Prevention and Early Intervention services.
 - (vii) Integrated Services for Older People
 - (viii) Genito Urinary Medicine
 - ix) Better Care Fund (from April 2015)

x) Integrated Services for Children & Young People (from 2105)

3.1.8 All of the above schedules are subject to periodic review

3.2 The CCG shall be the Lead Commissioner of mental health services, integrated services for older people and genito urinary medicine and the Council shall be the Lead Commissioner for the other Services listed above. The working arrangements are detailed in the Schedules. Any new services to be incorporated within this Agreement shall be done by way of a Deed of Variation.

3.3 Schedule 1 sets out how the Partners shall achieve the objectives outlined above.

4. CONTRIBUTIONS

4.1. The Partners shall contribute to the Partnership Arrangements in accordance with the provisions of Schedule 3, (Financial Arrangements for Pooled Funds).

4.2. The resources committed by each Partner to a Pooled Fund can be used for any of the Services funded through the relevant Pooled Fund subject to ensuring that NHS funding is spent on health services and local authority funding is spent on social care services.

4.3 Other related service overheads

In addition to the services listed above the Partners acknowledge there are overheads which directly relate to service provision. CCG's contribution to the Pooled Funds will include funding for these additional costs and these will be included in the Pooled Fund. Such costs, which are not exhaustive, include:

- Training
- Payroll
- Human Resources
- Information Management and Technology Services
- Accommodation services/estates costs.

4.4 The Council's and CCG's overhead costs are separately accounted for and are not therefore to be included in the Pooled Fund.

5. NHS FUNCTIONS AND THE COUNCIL'S HEALTH RELATED FUNCTIONS

5.1. The Services covered by this Agreement will be subject to on-going review. Services may be decommissioned or new services commissioned as agreed by the Partners.

5.2. The health and care related functions which the Council herein delegates to the CCG are:

The commissioning and monitoring delivery of mental health services for working age adults including assessment, review and provision of some day opportunities and supported living services; and both parties agree to comply with the arrangements set out in Schedule 11.

The commissioning of Genito-Urinary Medicine (GUM) from health providers; and both parties agree to comply with the arrangements set out in Schedule 12;

Integrated Care for Older People; and both parties agree to comply with the arrangements set out in the appropriate S256 in Schedule 13

Reablement Funding for social care; and both parties agree to comply with the arrangements set out in the appropriate S256 in Schedule 13

5.3. The NHS functions of the CCG which are herein delegated to the Council are:

- (i) Providing or making arrangements for adults' in-patient, day and community based learning disability services, including accommodation and other services and facilities under Section 3 of the National Health Act 2006; and both parties agree to comply with the arrangements set out in Schedule 9;
- (ii) Functions under Section 130A of the Mental Health Act 1983 in relation to advocacy services (IMCA);
- (iii) Providing or making arrangements for the provision of services and facilities under Section 3 of the National Health Service Act 2006, in respect of integrated community equipment services and both parties agree to comply with the arrangements set out in Schedule 10;
- (iv) The Council shall administer the Local Safeguarding Children Board budget on behalf of the CCG with both parties having regard to the memorandum of understanding set out in Schedule 7;
- (v) Commissioning of Prevention and Early Intervention Services from the voluntary sector and both parties agree to comply with the arrangements set out in Schedule 8

5.4. The Partners agree that:

- (i) The arrangements set out in Schedule 2, (Integrated Commissioning Framework), shall apply to all commissioning of Services and;
- (ii) Employees that are part of the Integrated Commissioning Unit are authorised to commission on behalf of either Partner.

6. THE SERVICE AND ITS OPERATION

6.1. Each party shall commission the Services listed above with reasonable skill and care and in accordance with the requirements of this Agreement and all applicable laws and regulations.

- 6.2. Each party shall confirm that all of the eligibility criteria set out in Clause 7 below are met prior to commissioning any of the Services.

7. ELIGIBILITY CRITERIA

- 7.1. The Partners shall ensure that the Government's guidance on 'Fair Access to Care' and any other relevant national or regional guidance on access to care are fully implemented and that the eligibility criteria thresholds for the provision of care services, (as agreed by the Council) are consistently applied.
- 7.2. The eligibility criteria may be changed only if the Council amends the threshold, or statute imposes changes.
- 7.3. The Council shall notify the Partners in writing of any changes to the eligibility criteria.

8. POOLED FUND

- 8.1. The Partners shall operate the Pooled Fund in accordance with Schedule 3, (Financial Arrangements for Pooled Funds).
- 8.2. The Pooled Fund shall be managed by the Assistant Director for the Integrated Commissioning Unit and the respective Deputy Director or Director of the Partners, (or such other person as the Partners may nominate from time to time), as well as the Finance Officer for the Lead Commissioner.
- 8.3. The Assistant Director of the Integrated Commissioning Unit shall be responsible for:
- (i) The effective deployment and management of Pooled Funds;
 - (ii) Supporting the Deputy Director for Adult Social Care (LB Bexley) and the Director of Commissioning (CCG) in their respective responsibilities to ensure that expenditure of Pooled Funds is kept within budgets approved by the Council;
 - (iii) Monitoring and reporting on the use of Pooled Funds.
 - (iv) Arranging for the certification of the annual return of the Pooled Fund accounts under section 28(1)(d) of the Audit Commission Act 1998;
 - (v) Submitting the annual return to the Director of Education and Social Care (Council) and Director of Commissioning (CCG);
 - (vi) Any other monitoring, (as agreed between the Partners).

9. JOINT FUNDED POSTS WITHIN THE INTEGRATED COMMISSIONING UNIT

- 9.1. The Partners shall meet the costs of those posts which they agree should be jointly funded.
- 9.2. In the event of a vacancy the Assistant Director of the Integrated Commissioning Unit shall decide whether a permanent, temporary or fixed term appointment should be made. The vacancy will be advertised through both health and local authority channels as appropriate.
- 9.3. Successful applicants may choose which partner to be employed by.
- 9.4. LB Bexley will meet the following direct employee costs:
- (i) a £36,000 contribution towards the cost of the Assistant Director, Integrated Commissioning
 - (ii) a £74,000 contribution towards the cost of the Head of Integrated Commissioning for Adults
 - (iii) 100% of the cost of the Head of Commissioning, Older People
 - (iv) 50% of the cost of the Head of Commissioning, Children, Young People and Maternity

The CCG will meet the following costs:

- (i) the balance of the cost (above £36,000) of the Assistant Director, Integrated Commissioning
- (ii) the balance of the cost (above £74,000) of the Head of Commissioning, Working Age Adults
- (iii) 50% of the cost of the Head of Commissioning, Children, Young People and Maternity

10. INDEMNITY, INSURANCE AND MUTUAL INDEMNITY

- 10.1. For the purpose of this clause 10 "Claim" means:
- (i) Any contractual or negligence claim brought by a third party; and
 - (ii) Any other claim brought by a third party howsoever arising, from or in connection with the Partnership Arrangements.
- 10.2. In the event of any Claim being brought against either Partner, each shall be liable for its own employees and sub-contractors and shall indemnify the other to the extent that Partner is successfully pursued by a third party for any loss, costs, expenses or Claims related to the acts, defaults or omissions of the said employees and/or sub-contractors.
- 10.3. To the extent there is any doubt, uncertainty or disagreement regarding the respective liabilities of each, the Partners shall co-operate to resolve the Claim in

the most cost-effective and timely manner and shall seek to apportion liability with all reasonable consideration of the circumstances surrounding the Claim.

- 10.4. For the duration of this Agreement and for the period following its termination or expiry during which any potential liabilities may remain, the CCG shall maintain membership of the Liabilities to Third Parties Scheme and the Clinical Negligence Scheme for Trusts or such other scheme as may be operated by the National Health Service Litigation Authority; the Council shall maintain appropriate insurance arrangements with a reputable insurer relevant to its obligations under this Agreement.
- 10.5. The Partners shall not be responsible for any liabilities to third parties arising from the others' provision of services prior to the Commencement Date except where such responsibility has been transferred by statute.
- 10.6. In this Clause 10 reference to a Partner includes its employees, agents or sub providers/contractors and any employees of the other Partner who have been seconded to and are acting in accordance with the instructions of the Partner concerned.
- 10.7. Where a Claim is made after the Commencement Date in respect of a matter that relates to events both before and after the Commencement Date, such Claim shall be managed by the Host Partner for the Service concerned. Each Partner agrees to provide assistance, access to records and personnel free of charge within a reasonable time limit in connection with the Claim.
- 10.8. In respect of clauses 10.3 and 10.7, the Partners agree to use their best endeavours to reach agreement on the apportionment of any liability, failing which the provisions of Clause 15, (Dispute Resolution) shall apply.
- 10.9. Each Partner shall indemnify and keep indemnified the other, its employees and agents from and against all damages, claims or liabilities suffered and reasonable legal fees and costs incurred by the other Partner arising from the exercise of the functions or the breach of any obligation under this Agreement except in so far as such damages, claim or liability arise from any negligent act or omission or breach of any obligation in this Agreement by the other Partner including without prejudice to the generality of this provision, any act, neglect or default of either Partner, its agents, contractors or employees.

11. GOVERNANCE AND REVIEW

- 11.1. Each Partner shall comply with the performance management and governance for the overarching Partnership Arrangements set out in Schedules 5 and 6.
- 11.2. The commissioning function shall be subject to the agreed management structure, personnel arrangements and processes set out in Schedule 2. The Lead Commissioner shall be responsible for ensuring that the commissioning of the Services includes ensuring procurement within resources available, delivery against agreed KPIs and quality requirements. .

- 11.3. The Partners shall co-operate with each other to enable each to comply with its duties under Part 14 of the Local Government and Public Involvement in Health Act 2007. Such co-operation shall include, without limitation:
- (i) Responding to requests for information made by Healthwatch and;
 - (ii) Making such information available.
- 11.4. In complying with Clause 11.3, the Partners shall satisfy the requirements, imposed through any regulations, directions or guidance as may be issued by the Secretary of State for Health.

12. TERMINATION

- 12.1. Pursuant to clause 18.6(a), either Partner may terminate the Agreement by written notice with immediate effect, in the event of a Prohibited Act. The consequences of terminating the Agreement on the said ground are set out in clauses 18.6 (a) and 18.6(b).
- 12.2. Either Partner may at any time terminate this Agreement by giving no less than 12 months' written notice, (or, subject to Clause 12.3, such other period as may be agreed). Subject to Clause 12.5, all arrangements for the integrated provision of Services, lead commissioning and the Pooled Funds shall terminate when the notice period has expired.
- 12.3. Either Partner may at any time terminate this Agreement by serving no less than 6 months' written notice, (or such other period as may be agreed), in the following circumstances:
- (i) The other Partner commits a material breach of any of its obligations which is not capable of remedy or, if capable of remedy, has not been remedied within a reasonable time after receipt of written notice requiring that the breach be remedied;
 - (ii) There is a failure to resolve a dispute under the Dispute Resolution Procedure, (clause 15);
 - (iii) There is a change in law as a result of which the Partner receiving the notice is unable to fulfil its obligations hereunder. Where such change only affects some objectives and/or obligations, the Partners may vary the Agreement in order to remove the affected parts;
 - iv) Fulfilment of the obligations herein would be ultra vires for one or both Partners and both are unable to agree a modification or variation so as to bring the specific matter within its powers; or
 - (v) Where either Partner is at risk of a funding shortfall in relation to any contributions identified in Schedule 3.
- 12.4. The period of any Notice to terminate shall be long enough to enable suitable alternative arrangements to be made for the Service Users.
- 12.5. For the avoidance of doubt, any termination of arrangements for the delivery of a specific Service shall terminate only the agreement for the provision of that Service, not the entire Agreement.

12.6. The following clauses shall survive the expiry or termination: 10 (Indemnity and Insurance); 13 (Effects of Termination); 15 (Dispute Resolution); 17 (Assignment and Sub-Contracts); 18, (Prevention of Bribery and Fraud); 20 (Third Party Rights) Act); 22 (Confidentiality and Information Governance); 27 (Complaints); 28 (Notices) and 30 (Governing Law).

13. EFFECTS OF TERMINATION

13.1. Termination of this Agreement, (however caused), shall be without prejudice to any rights or liabilities accrued at the date of termination.

13.2. All Services shall cease on termination and the Partnership Arrangements shall be wound up in accordance with the procedure in clause 13.5 below.

13.3. Arrangements for any distribution of surplus monies in the Pooled Funds following termination are set out in Schedule 3.

13.4. Where a Partner has granted the other permission to use vehicles, equipment, furniture or other assets, such permission shall terminate and the assets shall be returned to the Partner that owns them unless otherwise agreed in writing. The items shall be returned in the condition described in the inventory of condition, (agreed at the time the assets were transferred), subject to reasonable wear and tear or the replacement of such assets.

13.5. On termination, (whether by expiry of time or notice), the Partners shall co-operate to ensure an orderly wind down of their joint activities to ensure termination has minimal impact on Services Users and in particular to address the following consequences of termination:

- (i) the future of the Services;
- (ii) any outstanding relationships with third party stakeholders, contractors or service providers;
- (iii) personnel and employment issues;
- (iv) the financial impact of termination; and
- (v) any other relevant issues.

13.6. Within 6 months of the date of termination the Partners shall carry out a joint review and prepare a report for their respective Chief Executive, (or such other post designated by each Partner), on the success of the aims and objectives of this Agreement have been achieved.

14. VARIATION

14.1. Save as expressly provided in this Agreement, no amendment or variation shall be effective unless in writing and signed by the Director of Education and Social Care at the London Borough of Bexley and the Director of Commissioning at Bexley CCG

14.2. Any variation arising from the Partners entering into a partnership arrangement for the provision of a new service shall incorporate an amendment to Clause 5 to

include the functions to be delegated for the provision of such new service. The variation pertaining to the provision of a new service shall be done by way of a Deed of Variation.

- 14.3 The Assistant Director of the Integrated Commissioning Unit shall lead an annual review of this Agreement and prepare a report describing any requisite amendments and variations and shall submit the report for approval to the respective decision-making bodies for the Partners as described in Schedule 6, (the Governance Arrangements).

15. DISPUTE RESOLUTION

- 15.1. The Partners shall meet in a good faith effort to resolve any dispute that may arise, (Level 1).

15.2 If the dispute is not resolved at Level 1, the Partners shall refer the matter to the Director of Adult Social Care, (Council) and the Director of Commissioning, (CCG), who shall convene a meeting to deal with the issue, within [7] Working Days of the referral, (Level 2),

- 15.3 If the matter cannot be resolved at Level 2 the Partners shall refer the matter to the Chief Executive (Council) and the Chief Officer (CCG), who shall convene a meeting to deal with the issue within 7 working days of the referral (Level 3)

- 15.3. If the matter cannot be resolved at Level 3, it shall be referred to the Bexley Health and Wellbeing Board or Children and Young People Partnership, as appropriate. The referral must take place within [2 weeks] of the date the dispute arose, (Level 3).

- 15.4. If the dispute is not resolved at Level 3, the Partners shall refer the issue to an independent expert, whose identity shall be agreed between the Partners. The referral shall be made within [7 days] of the failure to resolve the matter at Level 3.

- 15.5 If the Partners are unable to agree the identity of an expert, either Partner must refer the dispute to the Centre for Effective Dispute Resolution, for mediation. The referral must be made within [7] Working Days of the failure to agree an expert.

- 15.6. In the event that the dispute is not resolved following the mediation process outlined in Clause 15.4, subject to any recommendations the mediator may make, the Partners shall put in place arbitration arrangements. The arbitration shall be in accordance with the provisions of the Arbitration Act 1996 or any re-enactment for the time being in force.

16. EXCLUSION OF PARTNERSHIP AND AGENCY

- 16.1. Nothing in this Agreement shall be deemed to establish either Partner as the agent of the other or a partnership for the purposes of the Partnership Act 1890. Neither Partner shall have any right nor authority to make any commitments for or on behalf of the other save as is set out in this Agreement.

17. ASSIGNMENT AND SUB-CONTRACTING

- 17.1. Neither Partner may assign, transfer, or deal in any other manner with this Agreement, (in whole or in part), or its rights under it without the prior written consent of the other.
- 17.2 Each Partner shall be liable for the acts or omissions of its sub-contractors as if such acts or omissions had been committed or omitted by the Partner itself.

18. PREVENTION OF BRIBERY AND FRAUD

- 18.1 The Partners:
- (a) Shall not commit a Prohibited Act;
 - (b) Shall procure that its agents, contractors or sub-contractors and employees shall not commit a Prohibited Act;
 - (c) Warrant, represent and undertake that they are not aware of any financial or other advantage being given to any person working for or engaged by them, (or that an agreement has been reached to that effect), excluding any arrangement about which full details have previously been disclosed in writing before the execution of this Agreement.
- 18.2 The Partners shall, if requested, provide reasonable assistance to each other to enable the performance of any activity required by government or a relevant agency for the purpose of compliance with the Bribery Act. The Partner making the request shall bear the reasonable costs for the assistance of the other.
- 18.3 The Partners shall have an anti-bribery policy, (to be disclosed to each other and any third party as may be requested), to prevent any agents, contractors, sub-contractors or employees from committing a Prohibited Act and shall enforce it where appropriate.
- 18.4 Where a Partner suspects or knows of any possible breach of clause 18.1 this must be notified to the other immediately.
- 18.5 Where a Partner has notified the other that it suspects or knows there may be a breach of clause 18.1, the Partner who has been notified must respond promptly to the other's enquiries, co-operate with any investigation and allow the suspecting Partner and/or his authorised representative, to audit books, records and any other relevant documentation. This obligation shall continue for 6 years following the expiry or termination of this Agreement.
- 18.6 If either of the Partners, their agents, contractors, sub-contractors or employees, (in all cases whether or not acting with the Partners' knowledge), breach clause 18.1, the other Partner may:
- (a) Terminate the Agreement by written notice with immediate effect and recover from the Partner in breach any loss resulting from the termination, including the reasonable costs of making alternative arrangements for the supply of the Services; and/or
 - (b) Recover in full from the Partner in breach any other loss sustained in consequence of the breach.
- 18.7 Any notice of termination under Clause 18.6 must specify:

- (a) The nature of the Prohibited Act;
- (b) The identity of the party whom it is believed has committed the Prohibited Act;
and
- (c) The date on which the Agreement will terminate.

18.8 Any termination under Clause 18.6 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Partners.

19. EQUALITY

19.1 The Partners shall not unlawfully discriminate on grounds of race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age. Without prejudice to the generality of the foregoing, the Partners shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and the Human Rights Act 1998.

19.2 The Partners shall comply with the provisions of Clause 19.1 both in relation to employment practices and in relation to the provision of the Services, including the use of Premises and shall adopt and implement policies and practices that reflect these obligations.

19.3 If any Court, tribunal, the Equality and Human Rights Commission or any similar or equivalent body makes any finding of unlawful discrimination against either Partner, all necessary steps must be taken to prevent further unlawful discrimination.

19.4 The Partners shall take all reasonable steps to secure the observance of Clause 19.1 by all employees, agents, service providers, contractors and sub-contractors.

19.5 The Partners shall work to respective protocols for the effective safeguarding of adults and children and young people.

20. THIRD PARTY RIGHTS

20.1. No person who is not a party to this Agreement shall have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

20.2. The rights of the Partners to terminate, rescind, or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to the Agreement.

21. HEALTH AND SAFETY

21.1 The Partners shall adopt appropriate safe working practices at the Premises and shall maintain and organise working arrangements in a manner to ensure that risk to the well-being and physical health of all persons using, visiting or working at the Premises is minimised or eliminated and that any activity that could potentially cause a nuisance is carried out in a way as to diminish or remove that potential.

- 21.2 The Partners shall promptly notify each other of any health and safety hazards which may arise in connection with the performance of its obligations and which may affect the ability to perform.
- 21.3 The Partners shall immediately notify each other in the event of any incident occurring in the performance of its obligations where that incident causes any personal injury, death or damage to property.
- 21.4 The Partners shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other relevant acts, orders, regulations and codes of practice, which may apply to employees and other persons who are carrying out duties pursuant to this Agreement.

22. CONFIDENTIALITY AND INFORMATION GOVERNANCE

- 22.1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Partner shall:
- (a) Treat the other Partner's Confidential Information as confidential and safeguard it accordingly; and
 - (b) Not disclose the Confidential Information to any other person without the Partner's prior written consent.
- 22.2 Clause 22.1 shall not apply to the extent that:
- (a) Such disclosure is a requirement of law placed upon the Partner making the disclosure, including any requirements for disclosure under the Freedom of Information Act or the Environmental Information Regulations;
 - (b) The information was in the possession of the disclosing Partner without obligation of confidentiality;
 - (c) The information was obtained from a third party without obligation of confidentiality;
 - (d) The information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement;
 - (e) It was independently developed without access to the other Partner's Confidential Information;
 - (f) Such disclosure is required to enable a determination to be made under the Dispute Resolution Procedure or in connection with a dispute between the Partners and any of their contractors, sub-contractors or service providers;
 - (g) The information disclosed is no longer commercially sensitive.
- 22.3 The Partners may only disclose Confidential Information to the employees and any contractors, sub-contractors or service providers who are directly involved in the provision of the Services and who need to know the information in order to perform the Services and shall ensure that such employees, contractors, sub-contractors or service providers are aware of and comply with these confidentiality obligations.
- 22.4 The Partners shall not and shall procure that employees do not use any of the Confidential Information otherwise than for the purposes of this Agreement.

- 22.5 Nothing in this Agreement shall prevent the Partners from disclosing the other's Confidential Information:
- (a) To any government department, contracting authority or regulatory council who shall be entitled to further disclose the Confidential Information to other such bodies;
 - (b) To any consultant, contractor or other person engaged by either Partner for the purposes of the Services;
 - (c) For the purpose of the examination and certification of the Partner's accounts; or
 - (d) For any examination pursuant to Section 6(1) of the National Audit Act 1983 or Sections 44 and 46 of the Audit Commission Act 1998.
- 22.6 The Partners shall use reasonable endeavours to ensure that any government department, contracting authority, regulatory council or third party to whom Confidential Information is disclosed is made aware of the obligations of confidentiality under this Agreement.
- 22.7 Nothing in this Clause 22 shall prevent either Partner from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Partner's Confidential Information or an infringement of Intellectual Property Rights.

23. FREEDOM OF INFORMATION

- 23.1 The Partners are subject to the Freedom of Information Act 2000. In compliance with the Act they agree that requests for information shall be dealt with as follows:
- (i) Subject to paragraph (ii) below, when the request is received by a Partner, (the receiving partner), that Partner shall be responsible for the reply.
 - (ii) If the request relates solely to information held by the other Partner, the request shall be transferred to that Partner for response, which must be provided within 20 working days from the date of the request.
 - (iii) If the request relates to information held by one Partner on behalf of the other, the Partners shall consult but responsibility for the request shall remain with the receiving partner.
- 23.2. The Partners shall comply with the relevant information governance including the Freedom of Information Act 2000, the Data Protection Act 1998 and any relevant Information Sharing Agreement between them.

24. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 24.1. Without prejudice to the Partners' obligations under the Freedom of Information Act 2000, neither shall make any press announcement nor publicise the Agreement in any way without the prior written consent of the other.

24.2. The Partners shall take reasonable steps to ensure that their employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with Clause 24.1.

25. AUDIT

25.1. The Partners shall maintain and keep for 6 years post termination, (or any longer period as agreed), full and accurate records of the Agreement including the Services supplied under it, all expenditure reimbursed by the Partners and all payments made by them. Either Partner shall, on request, afford the other or their representative(s) such access to those records as may be reasonably requested.

26. QUALITY CONTROL

26.1. Each Partner shall at all times fulfil its obligations under the Agreement and comply with any applicable laws or regulations and shall apply the highest professional and ethical standards in relation to its obligations.

26.2. The Partners shall satisfy any statutory inspection requirements in relation to the Services and shall liaise as required with the Care Quality Commission and/or other relevant regulatory bodies.

26.3. The Partners shall provide appropriate access and information to any external body empowered by statute to inspect or monitor the Partners' discharge of the Services.

27. COMPLAINTS

27.1. The Partners shall deal with any complaints about the Services in accordance with the complaints procedures of the Host Partner for the Service(s) concerned.

27.2. The Partners shall keep these arrangements under review with the aim of establishing a fully-integrated procedure for handling all complaints.

27.3. Upon notification of an investigation to be undertaken by any ombudsman, each Partner shall respond to requests for information and/or interviews within time limits set by the ombudsman and shall readily provide access to relevant records.

27.4. Where there is a finding of maladministration by an ombudsman, the Host Partner for the Service concerned shall be exclusively responsible for any compensation payable, except to the extent that the maladministration was due to the fault, (in part or whole), of the other Partner. In such circumstances the partner at fault will ordinarily fund any recompense.

28. NOTICES

28.1. Any notices and reports required under this Agreement must be in writing and may be served either by personal delivery, post (special, recorded delivery or first class), electronic mail or facsimile, for the attention of the receiving Partner's Chief Executive or at such other address as each Partner may from time to time provide.

28.2. In the event of the delivery of an urgent or important notice, the Partner giving the notice shall telephone the receiving Partner to confirm receipt and the Partner receiving the notice shall also confirm receipt in writing within 14 days.

29. WAIVERS

29.1. No forbearance or delay by either Partner in enforcing its rights shall prejudice or restrict the rights of that Partner and no waiver of a right or breach shall be deemed to be a waiver of the right to subsequently enforce the same.

30. GOVERNING LAW

30.1. The Agreement and all matters arising from or in connection with it shall be governed and construed exclusively in accordance with English Law.

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IN WITNESS whereof this document has been sealed by the Council and signed as a Deed by CCG the day and year first before written.

THE COMMON SEAL of
the **MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BEXLEY**
was hereunto affixed in the presence of:-

Signed

Name

Position.....

Signed

Name

Position.....

Executed for and on behalf of

BEXLEY CLINICAL COMMISSIONING GROUP

by two Directors/a Director and an authorised signatory

Signed

Name.....

Position.....

Signed

Name.....

Position.....

SCHEDULE 1

FULFILMENT OF THE OVERARCHING AIMS AND OBJECTIVES

- 1.1 The Partners are satisfied that the Partnership Arrangements will lead to an improvement in the health and wellbeing of Service Users.
- 1.2 The Partners' contributions will be determined on the basis of the principles set out in the Financial Arrangements for Pooled Funds (Schedule 3). The resources committed by each Partner can be used on any of the services funded through the relevant Pooled Fund, subject to the limitation that the Council resources must only be used for expenditure which is the responsibility of the Council and the CCG resources must only be used for expenditure which is the responsibility of the CCG.
- 1.3 The Partners shall present an Annual Agreement (further detailed in Schedule 4) for each Service to their Directors of Finance at least four weeks before the beginning of each Financial Year.
- 1.4 To achieve the objectives of this Agreement the Partners shall:
 - i. Secure the expertise that will deliver strong and robust leadership for the large-scale change required to support sustainability across the whole system for health and social care.
 - ii. Establish an outcome-based framework that maximises the opportunity for improved quality and efficiency of health and social care support services through joint commissioning, and the use of pooled and aligned funds.
 - iii. Enable the development of integrated and seamless person-centred care pathways based on models of social inclusion, early intervention, health and wellbeing.
 - iv. Strengthen and streamline commissioning by promoting clear accountability and responsibility, reducing bureaucracy and complying with relevant rules and regulations of the Council or CCG as appropriate.
 - v. Ensure the capacity and capability to support innovation in commissioning and provision, including clinical commissioning and integrated pathways.
 - vi. Ensure that relevant clinical expertise is secured throughout commissioning processes from service specification development and included in the selection of providers through procurement and in the ongoing monitoring of delivery of clinical quality outcomes set out in the contract.
 - vii. Clarify the level in each organisation at which different services are to be commissioned, with the emphasis on devolving responsibility to users and carers.

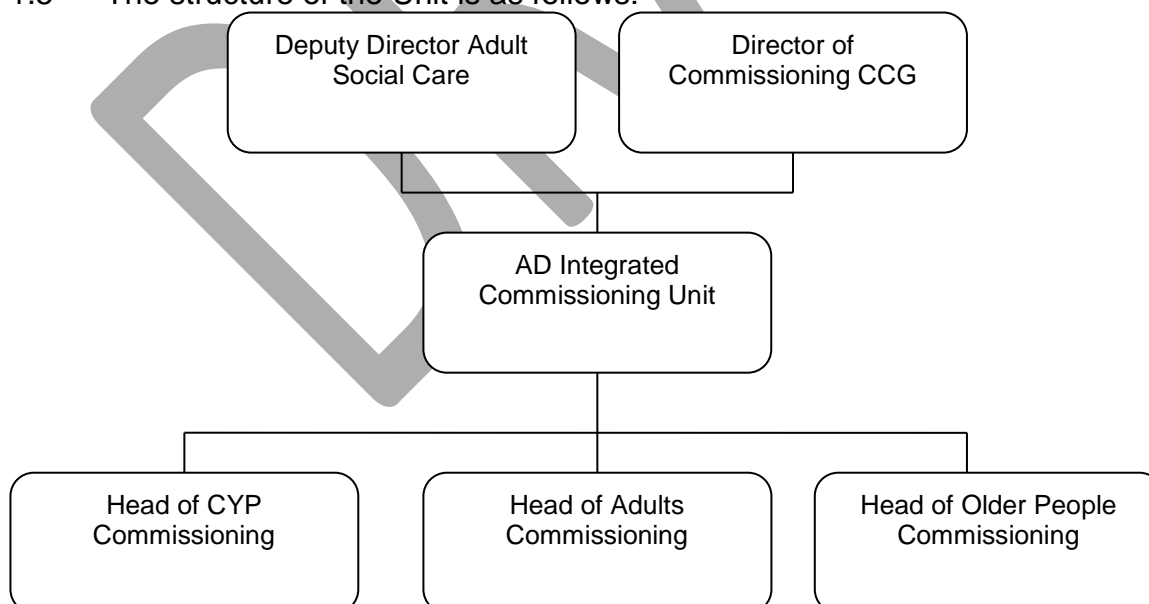
- viii. Develop and maintain relationships and dialogue with all stakeholders (user, carers and providers) to identify needs and inform that the joint commissioning process is transparent, open and fair.
- ix. Ensure that safeguarding is always fully considered during the commissioning process.

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SCHEDULE 2

INTEGRATED COMMISSIONING UNIT FRAMEWORK (“Framework”)

- 1.1 Bexley Integrated Commissioning Unit, (“the Unit”) will commission adult services and some children’s services in accordance with the integrated process and structures set out below.
- 1.2 The Unit will consist of employees from the Council and CCG. They shall have authority to commission on behalf of both Partners. The cost of these posts will be shared and may involve recharges between the parties to the Agreement.
- 1.3 The Integrated Commissioning Board will be responsible for agreeing any in-year adjustments to the Pooled Funds for making in-year adjustments to the Pooled Fund and varying any contribution. The Assistant Director of the Unit shall be responsible for monitoring this arrangement and, shall also have management responsibility for commissioning on behalf of both Partners. The governance arrangements for integrated commissioning will be overseen by the Partners. The responsibility and reporting lines are set out in the Governance Structure which appears in Schedule 6.
- 1.4 The Partners shall be responsible for meeting their own operating costs in accordance with Schedule 3, (Financial Arrangements for Pooled Funds).
- 1.5 The structure of the Unit is as follows:



- 1.7. The interrelationship of the respective boards and governance structures are outlined in Schedule 6.

2. The Integrated Commissioning Process

- 2.1. Integrated project plans for services to be commissioned will be developed by adhering to the commissioning cycle including:
 - i. Identifying and analysing health and care needs;
 - ii. Understanding national and local guidance;
 - iii. Listening to and acting upon the views of service users and their carers;
 - iv. Involving service providers from across the public, private and third sectors;
 - v. Determining priorities;
 - vi. Reviewing current services and workforce requirements;
 - vii. Agreeing key outcome measures and quality markers;
 - viii. Consulting and agreeing on service developments and changes and
 - ix. Commissioning, monitoring and procurement activity as part of the overall process.
- 2.2. All major commissioning policy decisions will be discussed and agreed between the Partners.

3. Monitoring Processes

- 3.1. Integrated commissioning plans will be underpinned by a purchasing plan and robust contract and contract monitoring processes including:
 - i. Robust contract documentation;
 - ii. Frequently updated contract registers;
 - iii. Skilled contact negotiations;
 - iv. Regular contact monitoring and review.

4. Business Planning Cycle for Joint Commissioning

- 4.1. The business planning cycle for integrated commissioning shall dove-tail with the business planning cycles of each Partner ensuring that the necessary approval processes are adhered to in both organisations.

5. Finance

- 5.1. A Finance Officer for each Pooled Fund (Pooled Fund Administrator) will be nominated by the Partners' respective Director of Finance and shall be responsible for monitoring the Pooled Funds, providing updates to the Partners and submitting reports and an annual return to the Bexley Health and Wellbeing Board. These requirements will ensure that financial control is robust.

6. Links with Other Commissioning Processes

- 6.1. Integrated commissioning is one of several commissioning processes that operate within the borough and between organisations. It is envisaged that the remit and authority of the Unit may, in the future, include some of these processes. The Annual Agreement Process (Schedule 4) provides a mechanism for the discussion of changes to the scope of the Agreement.

7. User and Carer Involvement

- 7.1. Each of the service areas will have a Partnership Board, (or its equivalent) via which service users, carers, stakeholders and other partner organisations shall be involved in the commissioning of services.

- 7.2. Each Partnership Board shall formally report to the Health and Social Care Integrated Commissioning Board via their respective Commissioner.

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SCHEDULE 3

FINANCIAL ARRANGEMENTS FOR POOLED FUNDS, (and/or "Fund")

1 Administration of the Pooled Fund

- 1.1 The Partners shall agree the most appropriate administrator for the Pooled Fund. The decision will be dependent on the Service concerned and the lead commissioning arrangements.

2. Resources

- 2.1 In each Financial Year the Partners shall agree their respective contribution to the Pooled Fund for each Service.
- 2.2 The Integrated Commissioning Board will be responsible for making in year adjustments within budget to the Pooled Funds and the responsibility for monitoring this shall rest with the Assistant Director of the Integrated Commissioning Unit. The contribution shall be agreed as part of the Annual Agreement Process (Schedule 4). The amount shall be increased or decreased each year by the appropriate rate; this will take into account nationally imposed efficiency savings and other such national or mandatory targets and requirements.
- 2.3 Where additional services are to be commissioned by one of the Commissioners, that party will make an additional contribution matching the additional cost. Where services are jointly commissioned, a proportionate contribution will be required from each party. By agreement, the Commissioners may also reduce their existing contribution to the Pooled Fund where a reduction in service requirement has been identified

3. Expenditure incurred on services

- 3.1 Payments to external providers and voluntary organisations will be paid in accordance with their individual service level agreements.

4. VAT

- 4.1 VAT guidance will be applied as necessary by the Pooled Fund Administrator for each Service.

5. Management of the Pooled Fund

- 5.1 The Pooled Fund Administrator will provide all accounting services including information for inclusion in reports to groups and boards as required.
- 5.2 Any additional resources that are required to undertake the accounting services will be a charge on the Pooled Fund. An independent auditor will audit the Fund in accordance with Section 28 of the Audit Commission Act and the audit fee will be a charge on the Fund. The audit fee will be paid by way of an equal contribution to the Fund by the Commissioners.
- 5.3. The draft budget for each pooled fund will be prepared each year by the lead commissioning partner in consultation with the other partner. The draft budget will be submitted to the Integrated Commissioning Board for information following approval by the relevant organisation's governance process.

6. Monitoring the Pooled Fund

- 6.1. Budget reports will be prepared quarterly by the Pooled Fund Administrator for the Integrated Commissioning Board. Any surpluses on the Fund will either be used to benefit the related service during the year or carried forward to future years (where the council is the Lead Commissioner).

7. Variation on Expenditure and Use of Surpluses

- 7.1 The Integrated Commissioning Board will consider measures that can be taken to manage any variation. In the unlikely event that such action is unsuccessful and there are no funds available from surpluses brought forward from earlier years (only where Lead Commissioner is the Council) then commissioners will be asked to agree alternative remedy.

8 Projected Under Spend on Expenditure

- 8.1 Where there is a projected under-spend in a particular service area during the Financial Year and there is no compensating overspend projected elsewhere within the Pooled Fund, the matter must be reported to the Assistant Director of the Integrated Commissioning Unit and the relevant finance leads.

9. Financial Budget

- 9.1 The draft budget statement will be provided each year as a result of the Annual Agreement Process and ratified by the appropriate authority and through the requisite governance arrangements. Budgets will be reported to the Integrated Commissioning Board.

10 End of agreement

- 10.1 On termination any accumulated surpluses on Pooled Funds shall be divided between the Partners. Any element of surplus earmarked for a local authority purpose shall be returned to the Council and any element of surplus earmarked for a CCG purpose shall be returned to the CCG. The remaining balance on any Pooled Fund shall be apportioned in proportion to the level of annual contribution by each Partner.

SCHEDULE 4

INTEGRATED COMMISSIONING PLAN AND ANNUAL AGREEMENT PROCESS

- 1.1. The Partners shall agree an Integrated Commissioning Plan for each Service by 1 April each year.. This will set out the “direction of travel” and the shared commissioning intentions for the development of the Services over a five year period. The plans shall be agreed by the Partners.
- 1.2. The Assistant Director of the Integrated Commissioning Unit shall be required to work within the reporting lines of the Governance Structure set out in Schedule 6. His/her responsibility may include budget growth and/or planned disinvestments as agreed with respective managers.
- 1.3. The Annual Agreement will be completed by the start of each Financial Year (1 April) and will cover one Financial Year, but will indicate the developments required for subsequent years wherever possible. Any proposals concerning financial risk sharing arrangements will be confirmed in the document as appropriate.
- 1.4. The Annual Agreement will review any staff secondments within the integrated services and recommend a course of action.
- 1.5. The Assistant Director of the Integrated Commissioning Unit shall be responsible for submitting the Annual Agreement for each Service along with the proposed Pooled Fund budget, (including details of the respective contributions of each Partner), the following Financial Year to the Health and Wellbeing Board for recommendation; this shall be done as early as possible at the start of the Financial Year. The Assistant Director will be supported by staff from each Partner..
- 1.6. The level of resources for contributions to pooled funds will be approved by each partner annually in accordance with the budget setting processes of the council and the CCG.
- 1.7. The consolidated budgets will be noted by the Integrated Commissioning Board.

SCHEDULE 5

INTEGRATED PROVIDER PERFORMANCE MANAGEMENT FRAMEWORK

1. Purpose

- 1.1. This Schedule aims to ensure that Partners adopt an integrated performance management framework in order to plan, deliver, review and act on relevant information to commission improved outcomes for the people of Bexley. It is the expectation that each Head of Commissioning will take the lead on commissioning in their respective areas.

2. Definition

- 2.1. For the purposes of this Schedule, "performance management" shall mean the overall process that integrates planning, action, monitoring and review and shall incorporate the following:

- i. Identifying the aim, (e.g. purpose, mission, corporate aims, strategic goals etc.) and the action required to meet the aim (e.g. business plan, project plan, etc.);
- iii. Identifying priorities and ensuring there are sufficient resources to meet them;
- iv. Monitoring performance of any commissioned provider or voluntary organisation;
- v. Reviewing progress, detecting problems and taking action to ensure the aim is achieved;
- vi. Determining which services should be delivered;
- vii. Benchmarking performance against an agreed and transparent set of measures.

3. Outline Framework

- 3.1. The performance management framework should incorporate three processes in relation to joint commissioning, i.e. Business Planning, Reporting and Review and Performance Improvement.

4. Commissioning Business Planning Process

- 4.1. This process consists of integrated commissioning plans, which should set out: (i) the strategic objectives and key performance measures for a period of 3-5 financial years, (ii) the commissioning intentions for the strategic objectives and (iii) the timescales for achievement.

- 4.2. Contracts with service providers that state how performance shall be monitored, reported and reviewed will also be required.

5. Reporting and Review Process

- 5.1. This will involve monitoring overall progress against: (i) delivery of the strategic objectives in the integrated commissioning plans, (ii) delivery of the contracts

referred to in 4(ii) above, and (iii) identifying the reasons for any under-performance of service providers.

6. Performance Improvement Process

- 6.1 To ensure action is taken where the continuation of current performance would lead to an outcome/target not being met.
- 6.2 The application of a range of tools and techniques to improve overall performance.

7. Commissioning Plan

- 7.1 The Partners shall agree an Integrated Commissioning Plan for each Service by 1 April each year.. This will set out the “direction of travel” and the shared commissioning intentions for the development of the Services over a five year period. The plans shall be agreed by the Partners.

8. Contracts with Service Providers

- 8.1. The Host Partner shall be required to agree a contract with each third party provider regarding the outcomes they are to deliver.
- 8.2. Contracts with third party providers should:
 - i. Take account of the requirements of the relevant current plans of the respective partners and the actions agreed in response to external review;
 - ii. Include a requirement that the service provider develop a detailed service plan, which covers how the provider intends to achieve the said outcomes and the risk associated with not achieving them.
 - iii. Require the provider to regularly measure progress against achieving the outcomes and to report this to the Host Partner at a frequency to be agreed
 - iv. Require the provider to provide an improvement plan in the case of significant under or over performance.
 - v. Include a process whereby outcomes may be added/removed as a result of changing needs.

9. Reporting and Review Process

- 9.1. Regular meetings should be held between the Host Partner and the service provider to review the latter's performance.
- 9.2. The Host Partner shall monitor services having regard to national, regional and local key performance indicators, including:
 - i. Performance assessment framework indicators
 - ii. National performance indicators
 - iii. Audit and inspection recommendations
 - iv. Self-assessment Statement actions
 - v. Relevant operational plan indicators
 - vi. NHS clinical commissioning board targets
 - vii. Relevant core and Care Quality Commission standards
 - viii. User and carer feedback data.

- 9.3. Significant over/under performance against the service contract will be reported to the Integrated Commissioning Unit and an action plan shall be provided by the appropriate Head of Commissioning, who will address the performance issue in accordance with the provisions of the relevant contract

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SCHEDULE 6

GOVERNANCE ARRANGEMENTS

1. These terms of reference and governance arrangements set out how the Bexley Integrated Commissioning Board ('the ICB') will be administered and managed. They record the agreed working arrangements between partners.
2. **Role of the Board and Decision Making**
 - 2.1. In January 2012 the Bexley Health and Well-Being Shadow Board agreed there should be a Bexley Integrated Commissioning Unit. The Unit is overseen by the Integrated Commissioning Board, (ICB). The ICB reports via the governance arrangements of BCCG and the Council to the Health and Wellbeing Board, (HWBB). The terms of reference of the HWBB are set out in Appendix 3 to this Schedule.
 - 2.2. The role of the ICB is to deliver jointly commissioned integrated services and develop joint commissioning activities to deliver more cost effective solutions. The ICB will also oversee the practical delivery of agreed priorities and report progress to the Partners.
 - 2.3. The ICB may be directed by the HWBB via the governance arrangements of BCCG and the Council to undertake commissioning projects and may initiate reports to the Health and Well-being Board when appropriate/as required.
3. **Functions of the ICB**
 - 3.1 The functions of the ICB will be to:
 - (a) Oversee the development of services that are seamless, efficient, represent value for money and deliver improved outcomes for service users. The services are to include mental health services, learning disability services, services for children and young people, services for adults with long term conditions, physical disabilities and sensory impairment and services for older people;
 - (b) Make recommendations for the use and monitoring of risk funds;
 - (c) Oversee the design, development, implementation and delivery of integrated working teams, (not including day to day management);
 - (d) Interface with public health, health and wellbeing, and safeguarding boards for children and adults.

- (e) Develop integrated and aligned commissioning intentions.
- (f) Recommend the use and management of specific funding streams (e.g. reablement, winter pressures, S256, NHS to Adult Social Care monies etc.)
- (g) Provide the governance arrangements for the S75 Agreement.

3.2 These functions will be fulfilled by:

- (1) Developing a joint commissioning strategy that links to key commissioning intentions, including:
 - Bexley Joint Strategic Needs Assessment and priorities set by the Bexley Health and Well-being Board;
 - Bexley Health and Well-being strategy
 - Bexley CCG Commissioning strategy
 - Bexley CCG prospectus
 - NHS operating framework
 - London Borough of Bexley Corporate Plan.
- (2) Ensuring that health, social care and education commissioning strategies and plans are drawn together in a coherent unified approach to agree annual priorities;
- (3) Evaluating potential commissioned health and social care services as identified in the joint commissioning strategy and using pooled funds as the financial mechanism;
- (4) Ensuring that all services commissioned under this arrangement deliver value for money, are good quality and deliver demonstrable health and well-being improvements for Bexley residents;
- (5) Overseeing all contracts commissioned under the integrated commissioning arrangements, on an exception reporting basis, receiving details from Heads of Commissioning of over and under performance as required;
- (6) Providing the required professional expertise and clinical leadership in respect of commissioning intentions
- (7) Promoting a culture of collaborative working and ensuring the benefits of this approach are explicit in any commissioning cycles.
- (8) Keeping apprised of new legislation and guidance that will offer opportunities to develop joint commissioning.

3.3 The work of the ICB will ensure that its recommendations for commissioning frameworks are consistent with agreed priorities and align with existing and emerging strategies including those relating to dementia and carers.

4. Membership and Substitution Arrangements

4.1 Any ICB member may nominate a named substitute with appropriate seniority, knowledge, and experience to attend and act in their absence, provided this is agreed with the Chairman in advance. A list of members is set out in Appendix.1 attached to this Schedule. Membership will be reviewed every 6 months from the date the ICB is established.

5. Changes to Membership

5.1 Any significant changes to the membership of the ICB will be communicated to the HWBB. A list of current members will be maintained and appended to this Schedule.

6. Remit of Members

6.1 Whilst the work of the ICB will influence the decision and policy making of member organisations, ICB members appreciate they are independent of each other. Decisions made by the ICB will require individual organisations to follow their own governance arrangements to achieve organisational approval.

7. Conflicts of Interest

7.1 Members must declare any conflicts of interests/personal involvement with services and/or service providers at the start of any meetings and must not take part in any decisions relating to those services including decisions about award of contracts.

8. Invitation to Other Organisations

8.1 Representatives from interested organisations may be invited to meetings. Such representatives shall receive appropriate agendas and papers and shall have the right to speak but not vote on any item. The ICB will be mindful of commercial confidentiality when circulating papers. Outside representatives cannot take part in a discussion where they may have a conflict of interest.

9. Meeting Frequency

9.1 The ICB shall meet monthly on dates agreed in advance. Additional meetings may be called by the Chair.

10. Quorum

10.1 The Board will be quorate if 50%, of the membership is present, including the Chair and at least one member from each represented organisation.

10.2 If Board members are unable to attend, they must send an informed deputy/representative.

10.3 All funding decisions must be agreed by the Council's Deputy Director for Adult Social Care and the CCG's Director of Commissioning.

11. Chairmanship

11.1 The ICB will be chaired by the Assistant Director for Integrated Commissioning.

12. Secretariat Support

12.1 The secretariat will be provided by the Council. The agenda and reports are to be agreed with NHS partners and will, (normally) be distributed no less than seven calendar days before the meeting date. Minutes will, (normally), be distributed no more than 14 calendar days after the meeting date. Agendas, reports and minutes of meetings will not be made available to the public because of issues of confidentiality, commercial and/or otherwise.

13. Reviewing the Terms of Reference

13.1 These terms of reference and governance arrangements will be regularly reviewed by the ICB initially after the first 6 months following its establishment and annually thereafter. Any change will require a simple majority of members present and voting.

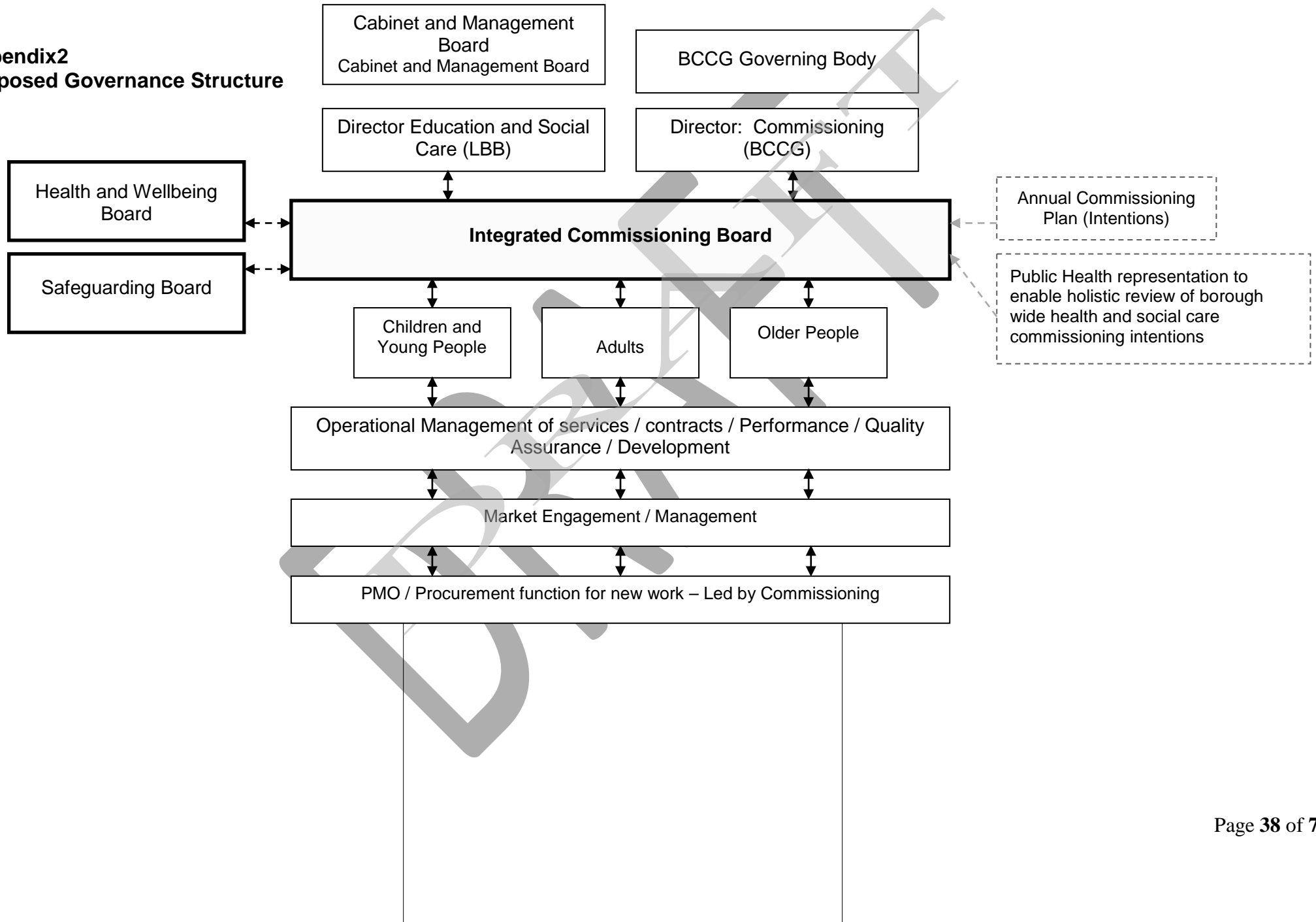
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APPENDIX 1

MEMBERSHIP OF THE INTEGRATED COMMISSIONING BOARD (To be reviewed every 6 months from the date of its inception)

- Assistant Director Integrated Commissioning (Chair) (Council/CCG)
- Director of Adult Social Care (Council)
- Director of Children's Services (Council)
- Director of Commissioning (CCG)
- Deputy Director (Adult Social Care) (Council)
- Deputy Director (Development, Housing & Community) Public Health (Council)
- Deputy Director (Corporate Policy & Communications) (Council)
- Finance representative from both Partners
- GP representation
- CCG Patient Council Chair (to co-ordinate population user voice perspective including children and younger people)
- Additional representation from other departments/stakeholders as required.

**Appendix2
Proposed Governance Structure**



APPENDIX 3

TERMS OF REFERENCE FOR THE HEALTH AND WELLBEING BOARD

1. The Health and Wellbeing Board, (HWBB) will carry out the roles and responsibilities as set out in the Health and Social Care Act 2012 underpinned by the Local Authority (Public Health, Health and Wellbeing Boards and Health Scrutiny Regulations 2013). The purpose of the Board, its primary objectives and operating principles are set out below.
2. **Statement of Purpose**
 - 2.1 Working together the members of the Bexley Health and Wellbeing Board aim to:
 - (i) Prevent ill health by helping people to make appropriate choices about their health and well-being.
 - (ii) Promote equity and reduce health inequalities in the borough.
 - (iii) Improve the quality of and accessibility to health and social care.
 - (iv) Deliver better value for money across services.
3. **Strategic Objectives**
 - 3.1 The HWWB will:
 - 3.1.1 Undertake a joint strategic needs assessment, (JSNA) to assess the needs of the local population, which will involve identifying key priorities for health and local government commissioning and developing clear plans for how commissioners can make best use of resources to address health inequalities and improve local health and well-being outcomes. The JSNA is a statutory requirement for both local authorities and the GP commissioning consortia; the HWBB will be required to demonstrate that due regard has been given to the findings of the JSNA.
 - 3.1.2 Develop a new joint health and wellbeing strategy (JHWS), a document that spans the NHS, public health, social care and other related services, such as housing. The JHWS will provide a high-level summary of how the health and wellbeing needs of the local community are being addressed and will be a statutory requirement for both local authorities and GP commissioning consortia. The JHWS will be underpinned by local commissioning plans.
 - 3.1.3 Ensure that a Pharmaceutical Needs Assessment (PNA) is in place. The requirement will be to publish and keep up to date a statement of need for pharmaceutical services in Bexley.
 - 3.1.4 Promote joined up working and develop integrated commissioning plans to ensure a stable local health and care economy. This will include the delivery

of integrated care pathways and working together to strategically plan where, when and how services are delivered. Associated major joint projects will be reviewed, e.g. the development of services at Queen Mary's Hospital. If the HWBB is not satisfied that commissioning plans are consistent with the JSNA or JHWS it will raise this issue with the NHS Commissioning Board.

3.1.5 Lead on integration of services by promoting integrated service delivery and pooled or aligned budget arrangements.

3.1.6 Provide a forum for challenge and discussion by actively seeking the views of communities, professionals and patients, as well as public, private and voluntary sectors, in order to develop and deliver a shared vision for improving and protecting health and well-being. The Partners and Healthwatch Bexley may also use its existing networks, patient groups and partnership arrangements to gain views particularly in relation to developing policy and in the strategic planning of services and associated commissioning intentions.

4. Membership

4.1 Section 194 of the National Health Service Act 2012 Act sets out the minimum requirements for membership of a HWBB as follows:

- (i) At least one Councillor of the local authority, nominated by the elected Mayor or the executive Leader of the local authority. For local authorities operating under executive arrangements, the 2012 Act allows for the elected Mayor or the executive Leader to be a member;
- (ii) the respective local authority Directors of Adult Social Services, Children's Services and Public Health;
- (iii) a representative of the local Healthwatch organisation for the local authority area;
- (iv) a representative of each relevant clinical commissioning; and
- (v) such other persons, or representatives as the local authority thinks appropriate.

4.2 The Bexley HWBB will ensure the (minimum) membership is in place; however it will retain the flexibility to add to the membership as it sees fit.

4.3 Membership of the HWBB is outlined in Appendix 4 of this Schedule.

5. Voting

5.1 A person who is a member of a Health and Wellbeing Board or a Sub-Committee of the Board shall have a right to vote.

6. Delegations

6.1 In accordance with Sections 3 and 4 of the Regulations, the HWBB may delegate its functions to a sub-committee or an officer of the Council if appropriate. In addition sub-committee functions may also be delegated to an officer of the Council as appropriate.

7. Decision making

7.1 The Bexley Health and Wellbeing Board will make recommendations for the strategic planning of health and care services and the formulation of policy. Formal decisions will be taken through each Partners' formal decision making processes.

8. Quorum at meetings

8.1 No business shall be transacted unless at least one quarter of the membership is present.

9. Frequency of meetings

9.1 The HWBB Board will hold at least 4 meetings per annum, Additional meetings may be arranged with the agreement of the Chairman. The public may be invited to meetings particularly when views on specific issues or proposals are required.

10. Access arrangements

10.1 Access to information relating to HWBB meetings and public attendance at meetings will be as follows:

- (a) Agendas and associated papers will be published at least 5 clear Working Days before meetings. Documents will be available on the Council's website and in the main libraries in the borough.
- (b) Meetings will be held in public at suitable venues in the borough.
- (c) Provision will be made to address public questions through the operation of a dedicated public question time of at least 10 minutes, at the end of each meeting. Questions will need to be submitted in writing in advance, in accordance with an agreed timetable.

APPENDIX 4

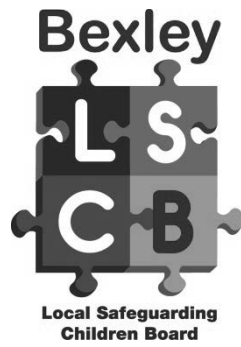
MEMBERSHIP OF THE HWBB 2013/2014

1	Chairman
2	Chair, Bexley Clinical Commissioning Group
3	Director of Public Health
4	Cabinet Member for Adult Services
5	Chair, Healthwatch Bexley
6	Chief Executive, London Borough of Bexley
7	Chief Officer, Bexley Clinical Commissioning Group
8	Director of Education and Social Care
9	Bexley Clinical Commissioning Group
10	Head of Assurance (South) NHS England London Region
11	Voluntary Sector Representative

SCHEDULE 7

LOCAL CHILDREN'S SAFEGUARDING BOARD

MEMORANDUM OF UNDERSTANDING



MEMORANDUM OF UNDERSTANDING

MADE BETWEEN

LONDON BOROUGH OF BEXLEY

AND

BEXLEY CLINICAL COMMISSIONING GROUP

1. Parties

- 1.1 The Parties to this Memorandum of Understanding (“MOU”) are:
- (A) BEXLEY CLINICAL COMMISIONING GROUP (BCCG) of 221 Erith Road, Bexleyheath, Kent, DA7 6HZ
 - (B) THE LONDON BOROUGH OF BEXLEY of Civic Offices, 2 Watling St, Bexleyheath, Kent DA6 7AT (the Council)

2. Background To The Mou

- 2.1 This MOU formally replaces the pre-existing Pooled Budget Agreement between the Parties established in 2006 under which Bexley CCG makes a financial contribution to the Local Safeguarding Children Board (LSCB).

3. Purpose Of The Mou

- 3.1 The purpose of the MOU is to facilitate the effective delivery of the core objectives and functions of the LSCB as set out in Working Together 2012 and summarised in Schedule1.
- 3.2 This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations.

4. Commencement And Period Of Operation

- 4.1 This MOU shall take effect simultaneously with the commencement of the overarching Section 75 agreement.

5. What The Partners Will Do

- 5.1 Schedule 2 of this MOU details how the partners will utilise the LSCB budget.

6. Value Of The Memorandum Of Understanding

- 6.1 The value of the Agreement is determined by the LSCB and contained in Schedule 2.

7. Review Of The Memorandum Of Understanding

- 7.1 The Parties will meet, if required, to review the operation of the Agreement and to agree any resultant actions.

8. Contact Points

- 8.1 Both Parties agree to nominate a representative to liaise with the other Parties and be the primary point of contact in all matters concerning the operation of the agreement. These points of contact are shown in Schedule 3.

9. Variation And Assignment

- 9.1 This MOU, including the Schedules, may be varied by written agreement between the Parties.
- 9.2 Neither Party shall assign, delegate, sub-contract, transfer, charge or otherwise dispose of any of its rights or obligations under this MOU, without the written consent of the other, except that Bexley Clinical Commissioning Group may delegate, sub-contract, transfer, charge or otherwise dispose of any of its rights or obligations under this MOU, without the consent of the London Borough of Bexley to any appropriate body or organisation identified in the Health and Social Care Act 2012 and the London Borough of Bexley shall promptly execute any documents necessary to give effect to such a transfer.

10. Termination

- 10.1 Either Party may give 3 months' notice to terminate the MOU.

11. Dispute Resolution

- 11.1 If the Parties are unable to agree a matter arising under the terms and clauses of this MOU, such dispute shall be referred to a more senior representative within their organisations to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by the Independent Chairman of the LSCB (but the chairperson shall not have a casting vote). Such meeting(s) shall be conducted, at the discretion of the chairperson, in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question.

12. Confidentiality, Freedom Of Information And Transparency

- 12.1 There is an obligation under common law to treat personal information held by the Parties as private and confidential because it has been disclosed for a strictly limited purpose.
- 12.2 Each Party agrees to treat as confidential, and to continue in perpetuity to treat as confidential upon termination of this Agreement, information relating to the other Party's technology, technical processes, business affairs,

finances, employees or officers or confidential information relating to other individuals obtained in the course of delivering the MOU.

- 12.3 The Parties shall use every effort to co-operate with each other in handling and disposing of requests made to either of them, which are the responsibility under the Freedom of Information Act 2000 of the other.

13. Publicity

- 13.1 The Parties shall consult with each other before deciding whether to give any publicity to the matters covered by this MOU.
- 13.2 The LSCB shall decide whether to publicise matters for which it has primary responsibility under the MOU. The Partners shall decide whether to publicise matters for which they have primary responsibility under the MOU.

14. Data Protection

- 14.1 The Parties warrant that they shall comply with their obligations under schedule 4 of this MOU and shall duly observe all their obligations under the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them and any associated legislation that arises in connection with the MOU ("Data Protection Requirements").

15. Intellectual Property Rights

- 15.1 The Parties may use each other's logos for the purposes of delivering and promoting the services specified in the MOU provided such use is in line with the owner's guidelines.
- 15.2 Any other use of the logo or other intellectual property rights will require express permission in writing from the owner.

16 Governance And Use Of Funds

- 16.1 LB Bexley will administer the LSCB Budget, which will be used to support all expenditure on the activities of the LSCB
- 16.2 The LSCB Manager will be responsible for the financial management of the LSCB aligned Budget and they will be required to report bi-annually on the financial position of the LSCB aligned Budget to the LSCB. Authorised officers will report to their own organisations as determined. Reporting arrangements will also be established to include the newly formed 'Integrated Commissioning Unit'.

17 Law And Jurisdiction

- 18.1 The Parties recognise that the MOU is not a legally binding contract but nevertheless will honour, observe and perform as if it was. The MOU shall be subject to English law and to the jurisdiction of the courts of England.

Bexley Local Safeguarding Children Board

Core Objectives and Functions

- The Core Objectives and Functions of the LSCB are set down in Working Together to Safeguard Children 2013 and are included in primary legislation (Sec 14 & 14A Children Act 2004) and regulations (LSCB Regulations 2006, SI 2006/90)
- The **core objectives** are to:
 - Co-ordinate what is done by each member partner agency or organisation for the purposes of safeguarding and promoting the welfare of children
 - Ensure the effectiveness of what is done by each partner agency or organisation for that purpose
- The **LSCB functions** include:
 - To develop policies and procedures for safeguarding and promoting the welfare of children in the London Borough of Bexley, including policies and procedures in relation to:
 - o the action to be taken where there are concerns about a child's safety or welfare, including thresholds for intervention;
 - o training of persons who work with children or in services affecting the safety and welfare of children;
 - o the recruitment and supervision of people who work with children;
 - o the investigation of allegations concerning people who work with children;
 - o the safety and welfare of children who are privately fostered
 - o the co-operation with neighbouring children's services authorities and their partners
 - Communicating to persons and bodies in the London Borough of Bexley area the need to safeguard and promote the welfare of children, raising awareness of the most appropriate way to achieve this and encouraging them to do so;
 - Monitor and evaluate the effectiveness of activities and functions undertaken by the London Borough of Bexley and its partners on the LSCB Board Partners individually and collectively to safeguard and promote the welfare of children and advise them on ways to improve:
 - o participating in the planning of services for children in the London Borough of Bexley area;
 - o undertaking reviews of serious cases and advising the London Borough of Bexley and its LSCB Board Partners on lessons to be learned;
 - o the LSCB Board may engage in any other activity that facilitates or is conducive to the achievement of its objective;
 - Review all child deaths through the Child Death Overview Panel with particular attention to those child deaths that occur unexpectedly and to provide an annual report on any trends and issues identified.

- Undertake a Serious Case Review where a child has died and neglect or abuse is known or suspected to be a factor in that child's death
- To produce an Annual Report identifying trends and challenges in relation to the safeguarding and promoting the welfare of children.

Value of Memorandum of Understanding

LB Bexley will administer the LSCB Budget on behalf of the partners. The value of the agreement will not be less than:

London Borough of Bexley	(95,000)
Bexley Clinical Commissioning Group	(31,000)
Other Contributions	(8,050)

Contact Arrangements

London Borough of Bexley - LSCB Manager

Bexley Clinical Commissioning Group -Head of Integrated Commissioning for Children and Young People

Security and Data Protection

1. The Council is the Data Controller responsible for all personal information it collects for the purposes of the MOU. The Council will act as Data Processor under the terms of this MOU.
2. The Council is the Data Controller responsible for all personal information it collects for the purposes of the MOU. The Service Provider will act as Data Processor for the Authority under the terms of this MOU.
3. The Data Processors will act only on instructions from the respective Data Controllers, and will ensure they have mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies.
4. The Data Processors will comply with the obligations imposed on the Data Controllers by the Seventh Data Protection Principle of the Data Protection Act by taking appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
5. Any request from an individual or a third party for access to personal data, or any complaint about the way in which personal data has been processed, will be referred to the respective Data Controller.
6. Any information extracted for statistical, planning, or research purposes can only be used if the identity of the individuals to whom it relates is completely anonymous.
7. It is not anticipated that CCGs will need patient identifiable data PID (for the purposes of data analysis) but that business intelligence (i.e. indicators and aggregate information) will flow from Commissioning Support Units to CCGs. These data flows should be underpinned by appropriate data sharing agreements which clarify the purpose for which the data can be used; the information governance and information security requirements to be met and any restrictions relating to the publication or onward sharing of the data. The national s.251 support will still apply to the CCG as long as the conditions for the support are met i.e. a) the data required and the purposes for which the data are required are consistent with those for which the national support has been sought; and b) The CCG has been accredited or is seeking to become an Accredited Safe Haven. The national arrangements for s251 support will not provide a legal basis for the CCG to receive PCD or undertake processing as if they were a DMIC themselves, nor if they elect to contract that activity to an independent third party.

SCHEDULE 8

**AGREEMENT FOR THE JOINT COMMISSIONING OF
PREVENTION AND EARLY INTERVENTION SERVICES**

AGREEMENT FOR THE JOINT COMMISSIONING OF PREVENTION AND EARLY INTERVENTION SERVICES BY BEXLEY COUNCIL AND BEXLEY CLINICAL COMMISSIONING GROUP

1. Introduction

The arrangements between both parties to the Section 75 namely London Borough of Bexley and Bexley Clinical Commissioning Group represent the summation of efforts to establish joint arrangements within the scope of the Section 75.

The arrangements for this agreement are formed within the governance structure (See Schedule 6)

2. Commissioning and provision of services

(a) Strategic Commissioning

The Council and Bexley CCG will jointly agree the strategic commissioning of existing or new Prevention and Early Intervention (PEI) services and will monitor and review services as required. Approval of such strategies will be recommended by Bexley Integrated Commissioning Board with subsequent approval being sought from the Council and Bexley CCG Governing Body.

(b) Lead Service Commissioning, management and monitoring

Officers within the Integrated Commissioning Unit will act as the Lead Service Commissioner for PEI services with each PEI service being managed by the relevant service area lead commissioner. A breakdown of this can be found in Appendix A.

The Council and the CCG have entered into a memorandum of agreement under Section 256 of the National Health Service Act 2006 which authorises the Council to act on behalf of the Commissioners in making payments to the Grantee as lead of the Integrated Commissioning Unit (ICU) (A partnership between the Council and BCCG)

The allocated ICU officers will be responsible for ensuring all services are effectively and efficiently provided, through outcomes specified in funding agreements awarded to the PEI providers.

Monitoring arrangements have been established with all PEI providers. Following the initial monthly review for the first 3 months following award, monitoring will take place every quarter with the requirement of an annual report at the end of each year of the funding agreement. A standard monitoring report, which reports on the following for each PEI service:

- Outcomes and objectives

- Outputs and interventions
- Quality assurance
- Customer satisfaction
- Social capital

Overall performance is agreed, through a RAG rating, between the Commissioner and PEI provider. Any variances to agreed performance are followed up according to escalation routes specified in the funding agreement.

Funding agreements have been awarded to the majority of PEI providers for three years funding effective from October 2013. There are a number of exceptions to this where funding has been awarded for one year from October 2013. The PEI providers awarded one years funding are Bexley Deaf Centre, Kent Association for the Blind, Carers Support and Crossroads Care South East London.

Each awarded funding agreement clearly stipulates the length of funding awarded and details that subject to ongoing performance and general review of the services the Commissioners may vary, remodel, re-price, or decommission all or part of the Funding Agreement. In the event of any recommissioning the Commissioner will give the grantee at least 3 months' notice where all or part of the outcomes are to be decommissioned and at least one month's notice of any other changes pursuant to the funding agreement. The ICU will report at regular intervals to the Integrated Commissioning Board on progress on service provision and the budget and make recommendations for changes and implement accordingly.

Appendix A

PREVENTION AND EARLY INTERVENTION SERVICES - MARCH 2014				
Provider	Service	Lead Organisation	Lead Contact	Data Collection
Headway	EIP Brain Injury	CCG	Mariette Mason	CCG
Alzheimer's	Dementia Hub	CCG	Mariette Mason	CCG
Carers Support	Carers Breaks	CCG	Mariette Mason	CCG
Carers Support	Information and Advice	CCG	Mariette Mason	CCG
Women's Aid	Beyond Domestic Abuse	CCG	Mariette Mason	CCG

PREVENTION AND EARLY INTERVENTION SERVICES - MARCH 2014

Provider	Service	Lead Organisation	Lead Contact	Data Collection
Age UK	Nail Clipping	CCG	Head of Integrated Commissioning for Older People	CCG
Age UK	Circles of Support	CCG	Head of Integrated Commissioning for Older People	CCG
Crossroads	Carers Support	CCG	Head of Integrated Commissioning for Older People	CCG
Bexley Moorings	Young Carers	LBB	Head of Integrated Commissioning for Children & Young People	LBB
Bexley Mencap	Black Books	CCG	Head of Integrated Commissioning for Adults	CCG
Bexley Mencap	Respect in Bexley (Speaking up Group)	CCG	Head of Integrated Commissioning for Adults	CCG
Bexley Mencap	Friends and Clubs	CCG	Head of Integrated Commissioning for Adults	CCG
Bexley Mencap	Carers Service	CCG	Head of Integrated Commissioning for Adults	CCG
Together	Promoting Independent Living	CCG	Head of Integrated Commissioning for Adults	CCG
Kent Ass Blind	Eye Clinic Liaison	CCG	Head of Integrated Commissioning for Adults	CCG

Bexley Deaf	Bexley Deaf Centre	CCG	Head of Integrated Commissioning for Adults	CCG
Family Matters	Rape and Sexual Abuse Counselling	CCG	Head of Integrated Commissioning for Adults	CCG
Bexley Mind	Carers in Mind	CCG	Head of Integrated Commissioning for Adults	CCG
Advocacy For All	Bexley Speaking Up	CCG	Head of Integrated Commissioning for Adults	CCG
Greenwich & Bexley Community Hospice	Advance Care Planning	CCG	Head of Integrated Commissioning for Older People	CCG

SCHEDULE 9

AGREEMENT FOR THE EXERCISE OF LEARNING DISABILITY FUNCTIONS

AGREEMENT FOR THE JOINT COMMISSIONING OF LEARNING DISABILITY SERVICES BY BEXLEY COUNCIL AND BEXLEY CLINICAL COMMISSIONING GROUP

1. Introduction

The arrangements between both parties to the Section 75 namely London Borough of Bexley and Bexley Clinical Commissioning Group represent the summation of efforts to establish joint arrangements within the scope of the Section 75.

This Section 75 brings together several separate agreements but builds upon a shared history spanning back to the 1980's and the closure of long stay institutions.

The arrangements for this agreement are formed within the governance structure (See Schedule 6)

2. Commissioning and provision of services

(a) Strategic Commissioning

The Council and Bexley CCG will jointly agree the strategic commissioning of existing or new services and will monitor and review services as required. Approval of such strategies will be recommended by Bexley Integrated Commissioning Board with subsequent approval being sought from the Council and Bexley CCG Governing Body . Bexley Integrated Commissioning Board is supported by a range of groups, both client specific and groups dealing with cross cutting issues such as Information Management and Technology and access to services. Whilst the Health Partnership Integrated Commissioning Board will ensure a joint approach to the commissioning and delivery of services an underlying structure will need to be in place to deliver the intentions of the Board on a day to day basis.

As part of the Health Act flexibilities both the Council and Bexley CCG will still retain their respective statutory duties and will continue to be ultimately

accountable for them, including performance management even though only one agency will be responsible for commissioning the actual services.

(b) Lead Service Commissioning

The Council will act as the Lead Service Commissioner for Learning Disability Services under a Section 75 Agreement between the Council and Bexley CCG ("the Section 75 Agreement") as described in the Health Act 2006. The Council will direct the allocation of resources in the Pooled Fund to provide the services that have been recommended by the Bexley Health and Wellbeing Board and agreed by the CCG Governing Body and the Council.

As Lead Service Commissioner for Learning Disabilities, the Council will continue to administer the Pooled Fund on behalf of both organisations for the Learning Disabilities Services. (Note the CCG will do the same for Mental Health Services in its capacity as Lead Commissioner).

The Council will be responsible for ensuring all services are effectively and efficiently provided, mainly through appropriate contracts with a range of Providers. The Council will report at regular intervals to the Learning Disability Partnership Board on progress on service provision and the budget and make recommendations for changes and implement accordingly. The Council will also report to Bexley Integrated Commissioning Board on these issues as determined.

(c) Commissioning Residential and Nursing home placements

Residential and Nursing home placements will be commissioned through a joint assessment panel chaired by the Council as Lead Service Commissioner with representatives from Bexley CCG and other appropriate representatives.

The Council will monitor and control all placements including assessing residents' care needs through the Complex Care Service based at Bexley Council.

(d) Other related service overheads

In addition to the direct services noted in the earlier sections there are also overheads directly relating to services, which are part of any provider organisations central costs. The Bexley CCG's contribution to the Pooled Budget will include funding for Provider overheads in respect of the Services it provides under its service level agreement therefore these costs will be included in the Pooled Fund. Such costs, which are not exhaustive, will include:

- Training
- Payroll

- Human Resources
- IM+T Services
- Accommodation Services/Estates costs

The Councils overhead costs are separately accounted for and therefore will not be included in the Pooled Fund.

3. Commissioning, Management & Monitoring Arrangements

The following sections describe the responsibilities of the Commissioners, Bexley CCG Governing Body, Council and other Groups for commissioning, managing and monitoring the Joint Learning Disability Service.

(a) Strategic Commissioners -The Council & Bexley CCG

The Council and Bexley CCG , acting within their respective duties and powers and as Joint Commissioners for the Adult Learning Disability Service will monitor, review and make recommendations to Bexley Integrated Commissioning Board. They will also make recommendations to their respective statutory Bodies and Boards on the strategic development of Learning Disability Services in Bexley Borough. They will also consider the recommendations of the Bexley Health and Wellbeing Board and determine the action to be taken in regard to the Joint Service and Pooled Fund.

(b) Strategic commissioning functions -The Council

- (i) Ensure that the service commissioning for learning disability services fits within the Council's overall commissioning strategy and role for market development.
- (ii) Undertake the overall needs analysis of the population for learning disability services within the borough on a regular basis and where possible in alignment with similar activity for health commissioning. This will routinely be as part of the Joint Strategic Needs Assessment.
- (iii) Lead on the strategic commissioning of learning disability services based on the overall needs analysis, and set the overall direction of the service and the eligibility criteria for services that are the statutory duty of the Council to provide.
- (iv) Agree and set its budget and define the nature of the partnerships that it believes is appropriate to delivering learning disability services.
- (v) The Council, in conjunction with Bexley CCG will retain an overall contract compliance monitoring role ensuring that :
 - the quality of service is being delivered,
 - the performance assessment framework is in place

- local indicators are being monitored and problem areas are being identified and addressed through the Lead Service commissioning and will report to the Learning Disabilities Partnership Board.
- (vi) The Council will retain an overall responsibility to set quality standards for the services it delegates; take a view of service complaints as indicators of the quality of the service being delivered and monitor that the legal responsibilities of the Council are being delivered through the Partnership arrangements.
 - (vii) The Council will also wish to ensure there is citizen, user, and carer involvement in evaluating and planning services, ensuring that links between individual service areas are made within the democratic process and the overall wishes and requirements of the people of Bexley.
 - (ix) The Council will operate its scrutiny function in respect of the overall mental health and social welfare provision within the Borough.
 - (x) The Council will have a strategic role acting as a link for learning disability services with other corporate objectives and strategies, for example the community plan, leisure service strategies, housing regeneration strategies.
 - (xi) The Council will do all it can to ensure best value is delivered in respect of all learning disability services.

(c) Strategic commissioning functions - Bexley CCG

Bexley CCG will have the following functions to perform in respect of commissioning and performance management the operational management of which will be undertaken by the Council under the terms of the Section 75 Agreement:-

- (i) Ensure that the commissioning for learning disability services fits within Bexley's CCG Commissioning intentions.
- (ii) Contribute to the overall needs analysis of the population for learning disability services within the borough
- (iii) Contribute to the strategic commissioning of learning disability services in Bexley,
- iv) Set the overall direction of the service and the eligibility criteria and commission services which are the statutory duty of the Health service to provide. This will include working to secure equity of access for people with Learning Disabilities to universal healthcare services.
- (v) It will set its budget contribution to the pooled fund and define the nature of the partnerships that it believes is appropriate to delivering the particular service.

- (vi) Maintain an overall responsibility to set quality standards, take a view of service complaints as indicators of the quality of the service being delivered and to monitor that the legal responsibilities of the NHS are being delivered through the Partnership arrangements.
- (vii) Ensure the involvement of service users and carer in evaluating and planning services,
- (vii) Will have a strategic role acting as a link with other objectives and strategies, for example the Health and Social Care Act 2012 and Social Care White Paper and other underpinning strategies.
- (viii) Support the interface between secondary and primary care services and lead on the NHS implications of 'Valuing People' and other relevant policy and guidance.
- (ix) Implement the NHS Continuing Healthcare Criteria in LB Bexley relevant to Learning disability services.

(d) Lead Service Commissioning - The Council

The Council's functions as Lead Service Commissioner will include the following:-

- (i) Detailed needs analysis of learning disability services
- (ii) The commissioning of specific models of care and the development of care pathways in respect of mental health services.
- (iii) The detailed setting of service budgets
- (iv) The day to day monitoring of budgets
- (v) The allocation and purchasing of resources and services to meet the needs identified
- (vi) The setting up of detailed monitoring arrangements of services to ensure budgetary control and the achievement of the desired quality standards
- (vii) Developing and managing the market on a micro-scale in order to ensure the delivery of more personalised services
- (viii) The setting of the detailed quality standards in learning disability service
- (ix) Monitoring the effectiveness of the service provision
- (x) Ensuring carer and user involvement in the evaluation of the services
- (xi) Reviewing the needs analysis of the local area and ensuring that services commissioned continue to meet those needs
- (xii) Repeating the cycle of commissioning, ensuring that these services are reviewed and commissioned according to any changing needs within the borough or in the care environment

(xiii) Identifying service deficiencies and commissioning new services

(e) Learning Disability Partnership Board

The Learning Disability Partnership Board, which consists of service users, carers, representatives from relevant Council Directorates, Bexley CCG, Provider (s) NHS Trusts, and the voluntary sector, will oversee the provision of the joint adult learning disability service. The will receive regular activity monitoring reports on the Joint service and the financial position of the Pooled Fund. The Pool Manager will report to Integrated Commissioning Board as required upon the service provided and any proposals requiring approval by the commissioners.

(f) Bexley Integrated Commissioning Board

In line with its terms of reference (see Schedule 6 for details) the Board will, where authorised, advise the Council to commission services financed from the Pooled Fund, informed by the Learning Disability Partnership Board.

SCHEDULE 10

**AGREEMENT FOR THE JOINT COMMISSIONING
OF INTEGRATED EQUIPMENT SERVICES**

AGREEMENT FOR THE JOINT COMMISSIONING OF INTEGRATED EQUIPMENT SERVICES BETWEEN LONDON BOROUGH OF BEXLEY AND BEXLEY CLINICAL COMMISSIONING GROUP

1. Introduction

The arrangements between both parties to the Section 75 namely London Borough of Bexley and Bexley Clinical Commissioning Group represent the summation of efforts to establish joint arrangements within the scope of the Section 75.

The arrangements for this agreement are formed within the governance structure (See Schedule 6)

2. Commissioning and provision of services

(a) Strategic Commissioning

The Council and Bexley CCG will jointly agree the strategic commissioning of integrated equipment services and will monitor and review services as required. Approval of such strategies will be recommended by Bexley Integrated Commissioning Board with subsequent approval being sought from the London Borough of Bexley and Bexley CCG Governing Body.

(b) Lead Service Commissioning, management and monitoring

The Assistant Director for Integrated Commissioning (on behalf of LBB) will act as the Lead Service Commissioner for integrated equipment services.

The Assistant Director will be responsible for monitoring the contract and reviewing performance against contractual service levels. Contract monitoring meetings will take place quarterly.

The ICU will report at regular intervals to the Integrated Commissioning Board on progress on service provision and the budget and make recommendations for changes and implement accordingly.

Financial Arrangements

The London Borough of Bexley is the lead commissioning organisation for the Integrated Equipment Contract. London Borough of Bexley will invoice Bexley CCG quarterly for integrated equipment services. LBB will account for expenditure on equipment and produce monthly budget statements to enable health and social care expenditure to be monitored. There will be an annual review of expenditure on equipment and budget adjustments will be negotiated between the LBB and BCCG pooled fund managers.

Advisory Board

LBB will ensure that a monthly meeting of the ICES Advisory Board takes place to engage all relevant partners and providers in the on-going management of the equipment service. The Advisory Board will monitor expenditure on equipment, monitor trends in demand, advise on operational issues, approve high cost items of expenditure, review proposed changes in purchasing policy and ensure collaboration between front line clinical services and the equipment service.

SCHEDULE 11

MODEL FOR THE PROVISION OF MENTAL HEALTH SERVICES

1. The aims of this model are to build upon the strengths of existing joint mental health strategies and budget processes by the creation of a fully-integrated service.
2. Council staff will either transfer or be seconded to the new service and budgets pooled to ensure that it continues to address all requirements of the original Mental Health National Service Framework and reflects the annual aims and objectives of the NHS Operating Framework.
3. **COMMISSIONING AND INTRODUCTION**
 - (a) **Strategic Commissioning**
 - 3.1 The Partners will agree the strategic commissioning of existing or new services and will monitor and review services as required. The recommendation of such strategies will be recommended by the Integrated Commissioning Board and subsequent approval will be sought from the CCG.
 - 3.2 Whilst the Integrated Commissioning Board will ensure a joint approach to the commissioning and delivery of services an underlying structure will need to be in place to deliver the intentions of the Integrated Commissioning Board on a day to day basis.
 - 3.3 As part of the Health Act flexibilities, the Partners will retain their respective statutory duties and shall continue to be ultimately accountable for them, albeit only one agency will be responsible for commissioning the actual services.
 - (b) **Lead Service Commissioning**
 - 3.4 The CCG will act as the Lead Commissioner for the Mental Health services.
 - 3.5 The CCG will direct the allocation of resources in the Pooled Fund to provide services that have been recommended by the Health and Well Being Board and agreed by the Partners. As Lead Commissioner, the CCG will also administer the Pooled Fund.
 - 3.6 The CCG will be responsible for: (i) ensuring all services are effectively and efficiently provided; (ii) reporting at regular intervals to the Integrated

Commissioning Unit on progress on service provision and the Pooled Fund;
(iii) making recommendations for changes and implement accordingly.

(c) Integrated Provision

3.7 The following services will be provided under a service contract. In some instances such services are already or may subsequently become combined under a single management structure to improve efficiency and effectiveness and to promote full integration:

1. Management & Social Work administration
2. Management of seconded Social Workers and Approved Mental Health Practitioners
3. Day care co-ordination and placements
4. Supported Living Placements
5. Crayford Day Centre
6. Domiciliary Support Service
7. Employment Support
9. In-borough Block Provision of Residential & Community Support

3.8 Residential services currently commissioned by the Council consist of a block contract with Together who provide in-borough units, including Group Homes. Taking into consideration that under pooled funding arrangements only the gross cost of services provision can be included and all charges levied must be accounted for by the Council, it is proposed that these services are jointly commissioned by the Partners via the Assistant Director of the Integrated Commissioning Unit.

3.9 It is agreed that any contractual changes along with any outcomes will take effect from the start of a new contract. This will include the property remaining with the London Borough of Bexley until a new contract is agreed.

3.10 The effect of any financial efficiency as of a result of contractual changes will be retained by the original funding body.

(d) Commissioning Residential and Nursing home placements.

3.11 Residential and nursing home placements will be commissioned through the Working Age Mental Health Placement Panel, a joint assessment panel chaired by the CCG with representatives from the Council, designated provider(s) and other appropriate representatives. The Panel will also include the existing Residential Panel in due course and the monitoring of cost per case out of borough Placements. Since all non-health service placements are subject to a financial assessment, the Council will continue to process all payments to agencies.

3.12 The Residential Co-ordinator post (CCG/Provider) will monitor and control all cost per case placements including assisting residents with all personal needs.

(e) Other related service overheads

3.12 In addition to the direct services set out above there are also overheads directly relating to services which are part of central costs. The CCG's contribution to the Pooled Fund will include funding for providers' overheads in respect of the services they provide under the contract therefore these costs will be included in the Pooled Fund. Such costs, which are not exhaustive, will include:

1. Training
2. Payroll
3. Human resource services
4. IM&T services
5. Accommodation costs.

3.13 The Council's overhead costs are separately accounted for and therefore not included in the Pooled Fund.

SCHEDULE 12

BCCG SUPPORT TO PUBLIC HEALTH FOR GUM SERVICE

BCCG support to Public Health for GUM service

Service line	Contract and Performance Management (GUM services)
Parties	London Borough of Bexley Public Health and Bexley Clinical Commissioning Group
Contractual period	1 April 2014 to 31 March 2015
Bexley CCG Lead	Sarah Valentine, Director of Commissioning
Bexley PH Lead	Robbie Currie, Sexual Health Programme Lead

1. Service line mission and aims

1.1 Purpose

The London Borough of Bexley Public Health is looking to the Bexley Clinical Commissioning Group to provide, via a Commissioning Support Unit (CSU), a Contracting and Performance support service that will effectively and efficiently support its Public Health in contracting GUM services across a portfolio of acute providers. The CCG will process payments initially which will then be recharged fully to the LA. The CCG will not hold or be responsible for any Financial Risk resulting in queries or disputes with the Providers.

1.2 Aims

The Contracting and Performance service should aim to deliver its service by:

- Reflecting the PH/LA service specification requirements within the contract as appropriate, including quality and information requirements
- Signing and delivering legally binding contracts which reflect negotiation outcomes and legal/regulatory requirements
- Ensuring providers meet the GUM service specification and performance requirements

The Borough will require the agreed GUM service specifications and activity and financial plans to exist in contracts with the following Trusts, including but not exclusively

- Lewisham and Greenwich NHS Trust
- Dartford & Gravesham
- Guy's and St Thomas' NHS Foundation Trust
- King's College Hospital NHS FT
- Chelsea and Westminster Hospital NHS Trust
- Central North West London NHS FT
- Barts and the London NHS Trust
- St George's Healthcare NHS Trust

2. Service specification

2.1 Specifications and quality design

2.1.1 Contract baseline creation

The CCG and CSU will:

- Develop the baseline methodology
- Interpret and apply new PbR rules including tariff changes as applicable
- Reflect Provider proposals as/if agreed
- Add the proposed contract metrics and growth assumptions
- Agree the financial envelope within which the contract teams can negotiate
- Negotiate the activity and finance schedule for GUM services in all appropriate acute contracts in accordance with the commissioning intentions of the LA/PH team

2.1.2 Defining contract levers and quality metrics

The CCG and CSU will:

- Ensure the service specification developed and agreed by the LA/PH team is reflected in the contract
- Ensure KPIs are clearly defined, with robust methods of measurement and consequence of breach clearly documented and quality metric thresholds and ensure they are transferred into service specifications
- Ensure KPIs and contract metrics/levers are aligned with and compliment service specifications where applicable

2.2 Contract negotiation

The CCG and CSU will:

- Support the PH/LA team, in evaluating and responding to provider's coding and counting and service development proposals, ensuring they are compliant with contract and guidance requirements as applicable
- Prepare and administer negotiation meetings between the SLCSU contract team (including contract, performance, finance and BI involvement as appropriate) and providers as part of the overall contract management framework
- Ensure there is a clear audit trail of contract negotiations to inform mediation/arbitration papers as required
- Prepare mediation/arbitration papers as required, with the support and input of the LA/PH team

2.3 Contract creation

The CCG and CSU will:

- Develop the contract in accordance with the nationally specified template and supporting guidance.
- Ensure local requirements are reflected in the contract documentation
- Ensure all processes meet national requirements and guidelines
- Execute/sign the contract
- Create guidance for in-year contract monitoring

2.4 In-year Contract management

2.4.1 Contract management

The CCG and CSU will support the LA and help them to:

- Develop and enforce agreed penalties in accordance with the contract for example, information and quality requirements
- Identify and define mitigating actions, clearly indicating the timeline to be applied.
- Execute contract variations, if appropriate, to mitigate risks
- Monitor regulatory/legal changes in line with relevant policies in accordance with contractual processes and national requirements
- Monitor planned provider developments
- Provide contract and PbR expertise where required

- Embed a contract management framework which ensures regular scheduled meetings with providers to support the exploration and management of finance, activity, quality and performance issues
- Identify and investigate issues related to financial, clinical and quality performance and standards
- Agree and help to manage the delivery of remedial action plans
- Will provide contracting expertise regarding PH/LA service redesign intentions, ensuring changes are agreed and enacted through the contract.
- Enact national and any local contract variations required
- Report monthly on GUM performance including activity, finance and performance/quality as required by the LA/PH team, indicating areas for remedial action or financial risk

2.4.2 Claims management

The CCG and CSU will:

- Identify and apply contract challenges as appropriate
- Support the LA to Negotiate any settlements resulting contract challenges

2.4.3 Invoice authorisation

The CCG and CSU will:

- Process all contracted GUM payments, , on behalf of Public Health and to recharge to Public Health

3. Delivery dependencies

To deliver against the service specification outlined in section 2, the CSU Contracting & Performance team will require the PH/LAs to meet the following requirements:

PH/LA responsibility	Reason	Frequency
Notification of commissioning intentions and decommissioning notices	To inform the contract change and decommissioning requirements	Annually or as decommissioning requirements occur (acknowledging the contract notice requirements)
To provide contract specification requirements and clinical/expert knowledge input	To ensure the CSU is adequately briefed to enact the requirements of PH/LA	
Timely verification and input to service specifications	To ensure the requirements are clearly documented to inform finance and quality negotiations	
To ensure contracting goals, negotiation parameters are agreed and provided to the CSU	For inclusion in the negotiation strategy	
Timely sign off on the negotiation strategy for GUM		

services		
To arrange access to expert clinical input	In preparation for the negotiation meetings, mediation and arbitration cases.	
To forecast growth/unmet need to inform the contract baseline	To ensure LA/PH ownership of GUM services and to mitigate over performance	
To sign off the GUM element of the contract		
Identify the lead for GUM services at each Trust who will work with our expert negotiation team during the contracting process		

4. CSU reports

It is noted that the content of performance report will be determined by the agreements reached and the outcome of negotiations.

The CSU Contracting & Performance team will deliver the following report to LA/PH:

Report name	Content	Frequency
Provider performance report	Financial and Operational performance against the contractual position for GUM services at acute provider level with a summary of associated action as applicable.	Monthly – schedule to be agreed in accordance with the contract

5. Key Performance Indicators (KPIs)

Section to be completed at a later date on agreement of service specification

KPI	Monthly Targets / Threshold	Method of Measurement	Consequence of breach

6. Finance

The LBB will pay a monthly invoice generated by BCCG for £50,000. The accumulated sum will be reconciled quarterly, against data submitted on a monthly basis as soon as it becomes available.

SCHEDULE 13

Section 256 agreements between the parties

A copy of all current section 256 agreements between the parties are contained within this schedule for information purposes only