

Dated 1st April 2018

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

**FRAMEWORK PARTNERSHIP AGREEMENT RELATING
TO THE COMMISSIONING OF INTEGRATED HEALTH AND
SOCIAL CARE SERVICES**

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THIS AGREEMENT is made on
PARTIES

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

BACKGROUND

- (A) The Council has responsibility for commissioning and/or providing social care and Public Health services on behalf of the population of the borough of Rochdale.
- (B) The CCG has the responsibility for commissioning health services pursuant to the 2006 Act in the borough of Rochdale.
- (C) Both the Council and the CCG have been working together since 2016/17 to develop arrangements for integrated commissioning at a large scale for Social Care, Public Health and Health services for the residents of Rochdale BC. These developments are bringing together the majority of commissioning work undertaken by both the Council and the CCG into a single integrated arrangement, enabling the two Partners to act as one in the design, development, procurement and monitoring of services for the local people. In 2018/19 this was in the form of a Shadow Pooled Fund for 2017/18 and a formal pooled fund from 2018/19 onwards..
- (D) Both organisations have been successful in jointly securing Transformation Funding from the Greater Manchester Health and Social Care Partnership. A requirement of the funding is that the CCG and the Council establish a pooled fund for Integrated Commissioning. Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.
- (E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also means through which the Partners will pool funds and align budgets as agreed between the Partners.
- (F) The aims and benefits of the Partners in entering in to this Agreement are to:
 - a) improve the quality and efficiency of the Services;
 - b) meet the National Conditions and Local Objectives;
 - c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue and capital expenditure on the Services;
 - d) facilitate a co-ordinated network of health and social care and public health services, ensuring the best use of resources by reducing duplication of service provision
 - e) achieve economies of scale through joint commissioning of health, public health and social care services;
 - f) improve integration of commissioning of health, public health and social care services, improving outcomes for people using both health, public health and social care services
- (G) Improve the opportunity for the integration of health, public health and social care commissioning with other local partnerships critical to the delivery of improved health and social care outcomes.

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

1 DEFINED TERMS AND INTERPRETATION

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

1998 Act means the Data Protection Act 1998.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

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

Agreement means this agreement including its Schedules and Appendices.

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

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

CCG Statutory Duties means the Duties of the CCG pursuant to Sections 14P to 14Z2 of the 2006 Act

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

Commencement Date means 00:01 hrs on 1st April 2018.

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

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

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

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

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

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

Force Majeure Event means one or more of the following:

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

Functions means the NHS Functions and the Health Related Functions

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

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

Host Partner means the Council which will host the Integrated Pooled Fund for the Partner's

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

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

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

Law means:

- (a) any statute or proclamation or any delegated or subordinate legislation;
- (b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- (c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and
- (d) any judgment of a relevant court of law which is a binding precedent in England.

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

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

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

Month means a calendar month.

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

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

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

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

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

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

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

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

Pooled Fund means the pooled fund established for the delivery of Integrated Health and Social Care including Public Health and maintained by the Host Partner as a pooled fund in accordance with the Regulations

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

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

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

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

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

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

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

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

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

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

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

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

SOSH means the Secretary of State for Health.

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

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

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

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

2 TERM

- 2.1 This Agreement shall come into force on the Commencement Date. This Agreement shall continue for a period of one year from the Commencement Date or unless it is terminated in accordance with Clause 19.

3 GENERAL PRINCIPLES

- 3.1 Nothing in this Agreement shall affect:

- 3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations or
- 3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.

- 3.2 The Partners agree to:

- 3.2.1 treat each other with respect and an equality of esteem;
- 3.2.2 be open with information about the performance and financial status of each; and
- 3.2.3 provide early information and notice about relevant problems.

4 PARTNERSHIP ARRANGEMENTS

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to establish one or more of the following:

- 4.1.1 the establishment of a Pooled Funds
- 4.1.2 Integrated Commissioning ;
- 4.1.3 Lead Commissioning Arrangements where appropriate

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

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

other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

5 FUNCTIONS

- 5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health, public health and social care services in accordance with the terms of this Agreement.
- 5.2 This Agreement shall include such functions as shall be agreed from time to time by the Integrated Commissioning Board.
- 5.3 The Scheme Specification for the use of the Pooled Fund are set out in Schedule 1
- 5.4 The introduction of any Individual Scheme will be subject to business case approval by and the Integrated Commissioning Board

6 COMMISSIONING ARRANGEMENTS

- 6.1 **Integrated Commissioning:** Where there are Integrated Commissioning arrangements in respect of an Individual Scheme, both Partners shall work in cooperation and shall endeavour to ensure that the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.
- 6.2 Both Partners shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
- 6.3 Each Partner shall keep the other Partner regularly informed of the effectiveness of the arrangements.
- 6.4 The Integrated Commissioning Board will report back to the Health and Wellbeing Board and to the Cabinet of Rochdale Borough Council and the Governing Body of Heywood, Middleton. Rochdale Clinical Commissioning Group as required by its Terms of Reference which are attached as Schedule 2.
- 6.5 **Lead Commissioning:** Where there is a Lead Commissioning Arrangement in respect of an Individual Scheme. The Lead Commissioner shall develop a Scheme Specification and consult and agree procurement arrangements with the other Partner. In addition the Lead Commissioner will
 - 6.5.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;
 - 6.5.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions in each Financial Year.
 - 6.5.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
 - 6.5.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partners;
 - 6.5.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
 - 6.5.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;

- 6.5.7 undertake performance management and contract monitoring of all Service Contracts;
- 6.5.8 make payment of all sums due to a Provider pursuant to the terms of any Services Contract.
- 6.5.9 keep the other Partner regularly informed of the effectiveness of the arrangements and inform the other Partner of any potential Overspend or Underspend

7 POOLED FUND

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

8 POOLED FUND MANAGEMENT

- 8.1 The Pooled Fund Manager in respect of the Pooled Fund shall have the following duties and responsibilities:
 - 8.1.1 the day to day operation and management of the Pooled Fund;
 - 8.1.2 ensuring that all income and expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Areas of Provision;
 - 8.1.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
 - 8.1.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;

- 8.1.5 reporting to the Integrated Commissioning Board as required by the Integrated Commissioning Board;
 - 8.1.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
 - 8.1.7 preparing and submitting to the Integrated Commissioning Board bi-monthly reports (or more frequent reports if required by the Integrated Commissioning Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Integrated Commissioning Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met.
 - 8.1.8 preparing and submitting reports to the Health and Wellbeing Board as required by it.
- 8.2 In carrying out their responsibilities as provided under Clause 8.1 the Pooled Fund Manager shall have regard to the recommendations of the Integrated Commissioning Board and shall be accountable to the Partners.
- 8.3 The Integrated Commissioning Board may agree to the viring within the Pooled Fund

9 FINANCIAL CONTRIBUTIONS

- 9.1 The Financial Contribution of the CCG and the Council to the Pooled Fund shall be as set out in Schedule 6. Financial Contributions will be paid / transferred by the CCG / Council monthly on the 1st of each month.
- 9.2 No provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to the Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Integrated Commissioning Board minutes and recorded in the budget statement as a separate item.

10 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPEND

RISK SHARE ARRANGEMENTS

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

OVERSPENDS IN POOLED FUND

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

UNDERSPEND

- 10.5 In the event that net expenditure from the Pooled Fund in a Financial Year is less than the Financial Contributions made for that Financial Year by each Partner then the underspend will be returned to

each Partner based on the initial level of contributions made by each Partner at the start of the financial year in accordance with the provisions set out in Schedule 3. An alternative may be that any underspend is carried forward, subject to approval by HMR CCG Governing Body and the Council's cabinet, to support any unmet pressures in the following year.

11 CAPITAL EXPENDITURE

Capital expenditure will be agreed by the Partners. Any underspend in relation to the capital will be returned to the Council, as the Council will be the recipient of the Disabled Facilities Grant within the Better care Fund element of the Pool.

12 VAT

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

13 AUDIT AND RIGHT OF ACCESS

13.1 Both Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall make arrangements for the certification of the annual return of those accounts in accordance with the Local Audit and Accountability Act 2014

13.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.

LIABILITIES AND INSURANCE AND INDEMNITY

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

13.4 Clause 13.3 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Integrated Commissioning Board.

13.5 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 13. the Partner that may claim against the other indemnifying Partner will:

13.5.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;

13.5.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);

13.5.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.

13.6 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.

13.7 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

14 STANDARDS OF CONDUCT AND SERVICE

14.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).

14.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.

14.3 The CCG is subject to a duty as to its effectiveness and efficiency under Section 14Q of the NHS Act 2006 as well as other Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.

14.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

15 CONFLICTS OF INTEREST

15.1. The Partners shall comply with the agreed policy for identifying and managing conflicts of interest as set out in Schedule 4

16 GOVERNANCE

16.1 Overall strategic oversight of Partnership working between the Partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.

16.2 The Partners have established an Integrated Commissioning Board to be the decision making body in line with implementation of all the schemes in the Pooled Fund, and to lead the further work of the Partnership to extend integrated commissioning.

16.3 The terms of reference of the Integrated Commissioning Board are as set out in Schedule 2

16.4 The Integrated Commissioning Board is accountable to the Health and Wellbeing Board. Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

16.5 The Integrated Commissioning Board shall be responsible for the overall approval of the Services, ensuring compliance with statutory duties and the strategic direction set by the Health and Wellbeing Board including any specific national Better Care Fund requirements. .

17 REVIEW

17.1 The Integrated Commissioning Board will review the Partnership arrangements annually.

18 COMPLAINTS

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

19 TERMINATION & DEFAULT

- 19.1 Individual contracts within the Services noted in Schedule 1 can be decommissioned in line with the Decommissioning Strategy if outcomes are not being met and new contracts commissioned to rectify this.
- 19.2 If any Partner fails to meet any of its obligations under this Agreement, the other Partner may by notice require the Partner to take such reasonable action within a reasonable timescale as the other Partner may specify to rectify such failure. Should the Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for dispute resolution in accordance with Clause 20.
- 19.3 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clauses
- 19.4 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users
- 19.5 Upon termination of this Agreement for any reason whatsoever the following shall apply:
- 19.5.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;
 - 19.5.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;
 - 19.5.3 the Lead Commissioner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Commissioner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Commissioner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.
 - 19.5.4 where a Service Contract held by a Lead Commissioner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request the Lead Commissioner to assign the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.
 - 19.5.5 the Integrated Commissioning Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and
 - 19.5.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.
- 19.6 In the event of termination in relation to an Individual contract or service the provisions of Clause 19 shall apply mutatis mutandis in relation to the Individual contract or service (as though references as to this Agreement were to that Individual contract or service).

20 DISPUTE RESOLUTION

- 20.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.
- 20.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 20.1, at a meeting convened for the purpose of resolving the dispute.
- 20.3 If the dispute remains after the meeting detailed in Clause 20.2 has taken place, the Partners' respective Chief Executive, Chief Officer or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 20.4 If the dispute remains after the meeting detailed in Clause 20.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
- 20.5 Nothing in the procedure set out in this Clause 20 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

21 FORCE MAJEURE

- 21.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 21.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.
- 21.3 As soon as practicable, following notification as detailed in Clause 21.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 21.4, facilitate the continued performance of the Agreement.
- 21.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

22 CONFIDENTIALITY

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

- 22.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and
- 22.1.2 the provisions of this Clause 22 shall not apply to any Confidential Information which:
- (a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or
 - (b) is obtained by a third party who is lawfully authorised to disclose such information.
- 22.2 Nothing in this Clause 22 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.
- 22.3 Each Partner:
- 22.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and
 - 22.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 22.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 22;
 - 22.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

23 FREEDOM OF INFORMATION AND ENVIRONMENTAL PROTECTION REGULATIONS

- 23.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.
- 23.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 23 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations

24 OMBUDSMEN

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

25 INFORMATION SHARING

The Partners will follow the Information Governance Protocol set out in Schedule 5, and in so doing will ensure that the operation this Agreement complies comply with Law, in particular the 1998 Act.

26 NOTICES

- 26.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class post. The address for service of each Partner shall be as set out in Clause 26.2 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

- 26.1.1 personally delivered, at the time of delivery;

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

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

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

Tel: 01706 924710

and

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

Tel: 01706 652864

27 VARIATION

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

28 CHANGE IN LAW

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

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

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

29 WAIVER

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

30 SEVERANCE

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

31 ASSIGNMENT AND SUB CONTRACTING

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

32 EXCLUSION OF PARTNERSHIP AND AGENCY

- 32.1 Nothing in this Agreement shall create or be deemed to create a Partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.
- 32.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:
- 32.2.1 act as an agent of the other;
 - 32.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or
 - 32.2.3 bind the other in any way.

33 THIRD PARTY RIGHTS

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

34 ENTIRE AGREEMENT

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

35 GOVERNING LAW AND JURISDICTION

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

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

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

Authorised Signatory

Name :

Position :

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

Authorised Signatory

Name :

Position :

SCHEDULE 1 – Area of Provision

The table below reflects the opening budgets for 18/19 noted in the “18/19 Opening Budgets” report taken to ICB on 10th April 2018.

<i>Rochdale Health & Social Care Pooled Fund Opening Budgets for 18/19</i>		
Age	Service Area	£'000s
Adult	Management, Support and Commissioning	5,616
Adult	Physical Disabilities & Older People	64,551
Adult	Learning Disability/ Mental Health Services	56,371
Adult	Acute Services CCG	114,490
Adult	Public Health	8,005
Adult	Primary Care - Prescribing	33,177
Adult	Other Services	3,649
Adult	Total	285,859
Age	Service Area	£'000s
Children's	Management, Support and Commissioning	2,756
Children's	Children's Early Intervention	5,655
Children's	Community and Continuing Health Care	8,667
Children's	Learning Disability/ Mental Health Services	4,777
Children's	Special Educational Needs	3,355
Children's	Acute Services CCG	29,730
Children's	Children 0-19 Public Health	5,001
Children's	Cared for Children and Safeguarding	21,947
Children's	Primary Care - Prescribing	8,819
Children's	Other Services	1,202
Children's	Total	91,910
Age	Service Area	£'000s
All	Total Health & Social Care Service Budgets (Excluding Locality Transformation Fund)	377,769
<i>Contributions to Rochdale Health & Social Care Pooled Fund in 18/19</i>		
HMR CCG	Contribution to Pooled Fund	267,084
RBC	Contribution to Pooled Fund	94,031
Total	Contribution to Pooled Fund	361,115
Opening Deficit on the Rochdale Health & Social Care Pooled Fund		16,654

An update on the Pooled Fund Savings Programme for 18/19 is being taken to ICB on 29th May 2018 confirming the latest Pooled Fund position following the submission of the 2018/19 CCG Annual Plan to NHS England on 30th April 2018. The table below confirms what actions have been taken to reduce the deficit to £5.165m :-

Table 1	On-going	One Off
	£m	£m
Revised Council Gap	9.425	-0.771
Revised CCG Gap	8.000	
Total Revised Pooled Fund Gap	17.425	-0.771
Transformation Fund Benefits (Note A)	-5.173	
Decommissioning Strategy (Note B)	-3.200	
Contract Negotiations	-0.910	
Adult Services – Target	-0.750	-1.000
Children's Services – Target	-0.251	-0.085
Public Health – Target	-0.120	
Savings Sub-Total	-10.404	-1.085
Total Revised Pooled Fund Gap after savings	7.021	-1.856
Use of one off savings / resources	-1.856	1.856
Total Pooled Fund Deficit	5.165	0.000

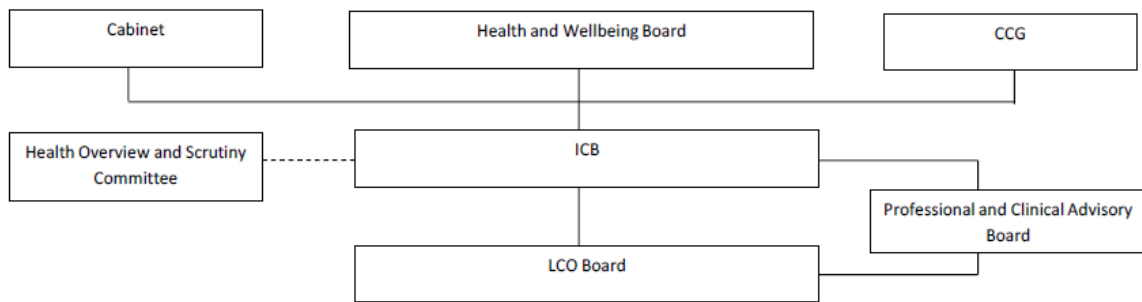
Under the terms of the agreed Risk Share Agreement this potential deficit would be split as follows :-

		%	Deficit at 29/05/18	Split by Partner as per Risk Share
RBC Contribution to Pooled Fund	£94,031k	26.0%		£1,345k
CCG Contribution to Pooled Fund	£267,084k	74.0%		£3,820k
Total Contributions to Pooled Fund	£361,115k	100.0%	£5,165k	£5,165k

Further updates will be taken to ICB on a bi-monthly basis and any changes to the budget position will be formally reported within these reports. These reports will also include reference to any capital funding that may become part of the Pooled Fund arrangement.

SCHEDULE 2 - GOVERNANCE

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



The Terms Reference for the Integrated Commissioning Board are attached as Appendix 1 of Schedule 2.

Schedule 2, Appendix 1

INTEGRATED COMMISSIONING BOARD

TERMS OF REFERENCE

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

STATUTORY AND PROCEDURAL BASIS

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

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

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

ACCOUNTABILITY

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

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

INTEGRATED COMMISSIONING BOARD WORKING ARRANGEMENTS

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

1. Assure the HWBB on the delivery of commissioning for outcomes identified in the Joint Strategic Needs Assessment (JSNA) and specifically those identified as priority outcomes.
2. Oversee the development and establishment of integrated commissioning arrangements in the Borough, ensuring that the requirements of both HMRCCG and RBC are met, that they are based on best practice, and strategic alignment to the intent of the Greater Manchester Devolution Agreement, and specifically the Greater Manchester Health and Social Care Partnership, is maintained.
3. Govern the arrangements for integrated commissioning providing assurance to HMRCCG and RBC that their statutory responsibilities are being met, their strategic objectives are being addressed and that their combined resources are being used to best effect.
4. Govern the arrangements with strong clinical assurance and democratic accountability.
5. Be accountable for the achievement of the agreed commissioning strategies and plans on behalf of HMRCCG and RBC.
6. Ensure that the integrated commissioning strategies describe how the outcomes and objectives set out in the section 75 Agreements and aligned budget arrangements and the high-level strategic goals and outcomes of HMR CCG and RBC are to be achieved.

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

MEETINGS OF THE INTEGRATED COMMISSIONING BOARD

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

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

1. Membership

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

Independent Chair

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

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

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

HMRCCG

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

RBC

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

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

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

- The Joint Director for Integrated Commissioning

HMRCCG

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

RBC

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

2. Quorum

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

3. Voting

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

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

4. Conduct and Declarations of Interest

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

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

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

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

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

5. Meetings Procedure Rules

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

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

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

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

- requirements are imposed on a person; or to make an order or direction under any enactment
- (vii) Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

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

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

6. Support

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

7. Review of Arrangements

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

SCHEDULE 3 – RISK SHARE AND OVERSPENDS

1 Underspend/Overspends

If a revenue overspend or underspend remains at the end of a financial year, the Partners agree that such Underspend and Overspends will be managed based on the initial level of contributions made by each Partner at the start of each financial year.

Each Partner will have to make a Non-Recurrent Payment pro rata to the initial level of contributions made by each Partner at the start of each financial year, if a net Overspend remains at the end of the Financial Year.

A net Underspend at the end of the Financial Year will be returned to each Partner pro rata to the initial level of contributions made by each Partner at the start of each financial year, or if approved by HMR CCG Governing Body and the Council's Cabinet, the underspend could be carried forward to the following financial year.

Pooled Fund Management

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

Actions could include:

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

Should there be a projected Overspend against any of the Areas of Provision as identified in Schedule 1, the respective budget holder will seek to rectify this in the first instance before any decision is taken to utilise Underspends on any other schemes.

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

SCHEDULE 4

Integrated Commissioning Board

Conflict of interest

The Integrated Commissioning Board at its meeting on 8th August 2017 agreed the following approach in relation to Conduct and Declarations of Interest :-

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

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

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

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

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

The Council’s Code of Conduct for Councillors and Voting Co-opted Members at Part 5A to the RBC Constitution can be found at the following link :-

[Part 5A Code of Conduct for Councillors and Voting Co-opted Members](#)

Part 8 “Standards of Business Conduct and Managing Conflicts of Interest” of the HMR CCG Constitution can be found here (pages 30-35 refer)

[Part 8 Standards of Business Conduct and Managing Conflicts of Interest](#)

In addition the **Conflicts of Interest Policy** that was approved at HMR CCG’s Governing Body on 16th **March 2018** can be found at the following link :-

[NHS HMR CCG Conflicts of Interest Policy](#)

SCHEDULE 5 – INFORMATION GOVERNANCE

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

General principles

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

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

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

3. Each organisation will take appropriate organisational and technical measures towards compliance with Data Protection Act 1998 (or the GDPR with effect from 25th May 2018), Caldicott Principles, ISO 27001 Series of Information Security Standards, Freedom of Information Act 2000 and national guidance and rules around processing personal confidential information and other relevant legislation.

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

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

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

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

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

9. Any requests for information under the Freedom of Information Act 2000 or the Data Protection Act 1998 (or GDPR with effect from 25th May 2018) should be directed to the original organisation's data protection officer (or equivalent).

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

SCHEDULE 6 – FINANCIAL CONTRIBUTIONS

The table below reflects contributions made by Partners as noted in the “18/19 Opening Budgets” report taken to ICB on 10th April 2018.

Further updates will be taken to ICB on a bi-monthly basis and any changes to the contributions made by Partners will be formally reported within these reports.

Partner	Agreed Contribution
HMR CCG	£267,084k
RBC	£94,031k
Total	£361,115k