Private & Confidential **FOR APPROVAL**

DATED [to be inserted]

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(1) NHS Salford CCG

(2) Salford City Council

(3) Salford Royal NHS Foundation Trust

(4) Greater Manchester West Mental Health NHS Foundation Trust

(5) Salford City Council Adult Care services

(6) Salix Health Limited Company

THE SALFORD ALLIANCE AGREEMENT

[Version 1.0]

VERSION CONTROL

Version Number	Date	Editor	Purpose/Change
0.1	16/02/14	J Sharp	• Insertion of named parties to the Agreement • Insertion of agreed clauses from the MOU • Queries for discussion with R Breedon, Wragge & Co
0.2	20/02/14	J Sharp	• Some changes in wording on advice from R Breedon • Document restructured (A to E) to reflect to different roles of parties
0.3	15/03/14	J Sharp	• Incorporation of clauses from joint Finance & Steering Group • Added proposed safeguards relating to patient choice
0.4	31/05/15	J Sharp	• Added scheme of delegation and S75 • Added draft ToR for Alliance Board, Operational Board and Steering & Finance Group • Added proposed clauses – and associated questions regarding open book etc • Added dispute resolution schedule
0.5	10/06/14	J Sharp	• Schedules renumbered • Placeholder added for 'successor bodies' • Placeholder added for data sharing schedule • Retitled clause relating to 'safeguards' associated schedules requires additions
0.6	16/06/14	J Sharp	• Typos / inconsistent wording • Clarification of role of host commissioner • Placeholder added for project timeline schedule • Pooled budget added
0.7	02/07/14	J Sharp	• Consolidation of Alliance principles and added reference to stakeholder engagement • Clarification as to the purpose and interdependence with the Service & Financial Plan (incl. Better Care Fund) and Section 75 Agreement • Refinement of phasing – replaced with a table • Delegated Decision-Making Framework refined • Reference to Delegated Decision-Making included with ToR of Alliance Board, Steering & Finance Group and Operational Board • Ethical walls clause reworded, and separate schedule removed • Exclusion & Termination and Dispute Resolution schedules • Data sharing schedule added • Inserted safeguards relating to choice of Care Home within Safeguards schedule • Programme measures inserted at Schedule 2 • Some renumbering of schedules
0.8	05/07/14	J Sharp	• Summary deployment plan added as schedule 8 • Safeguards relating to mental health and continuing care included within Schedule 6 • Schedule 5 (review of service specifications) added • Some technical rewording based on advice from Robert Breedon, plus definitions (Schedule 1), 'successor bodies' and additional clauses regarding ethical walls and modifications to Schedule 10
0.9	10/08/14	J Sharp	• Incorporates organisational feedback from approvals process [GMW in red, CCG in Green, Salix in Blue]
1.0	03/09/14	J Sharp	• Incorporates organisational feedback from SCC [in purple] plus changes to start date [orange]

CONTENTS

THIS AGREEMENT is made the [date to be inserted]

BETWEEN

(1) **NHS Salford CCG** (the **'CCG'**);

(2) **Salford City Council** (the **'Council'**);

with the CCG and the Council being referred to in the Agreement as the **'Commissioners'**

(3) **Salford Royal NHS Foundation Trust** (**'SRFT'**);

(4) **Greater Manchester West Mental Health NHS Foundation Trust** (**'GMW'**);

(5) **Salford City Council** through its **Adult Care services** (**'Adult Care services'**);

with SRFT, GMW and the Adult Care services being referred to in this Agreement as the **'Provider Participants'**

(6) **Salix Health** Limited Company (**'Salix Health'**);

with Salix Health referred to in this Agreement as an **'Honorary Participant'**

and the Commissioners, Provider Parties and Honorary Participant together being the **'Parties'**

BACKGROUND

(A) This Agreement is set within the context of the Salford health and social care economy. It is anticipated that this Agreement will facilitate the delivery of '**Salford's Integrated Care Programme**', a collaborative multi-agency programme intended to integrate health and social care for the population of Salford.

(B) The aim of the Salford Integrated Care Programme is to establish greater collaboration between primary, community, mental health, acute and social care for older people and other segments of the adult population.

(C) The Salford Integrated Care Programme is intended to ensure that integrated, high quality, affordable and sustainable health and social care services are delivered in the most appropriate way to people in Salford and in accordance with Government policy of integrating care to achieve better outcomes and economic efficiencies.

(D) Through the Salford Integrated Care Programme a number of key improvement targets have been agreed for 2020. Whilst addressing the short term goal of reducing service duplication and waste, the programme has a longer term aim of securing greater population health and thereby reducing future service demand.

IT IS AGREED AS FOLLOWS:

1 Definitions and Interpretation

1.1 The provisions of this Agreement shall be interpreted in accordance with Schedule 1 (Definitions and Interpretation).

2 Status and Purpose of this Agreement

2.1 The Parties have agreed to form an '**Alliance**' to progress the work of the Salford Integrated Care Programme and, in particular, to establish an improved financial, governance and contractual framework for the delivery of integrated health and social care services for older people and other segments of the adult population.

2.2 The Parties have therefore agreed to develop and enter into this Agreement for the delivery of health and social care services to people in Salford (the '**Agreement**'). This Agreement shall have a commencement date of 1 October 2014 and shall have an initial term of three years and 5 months, with an option to extend by a further

three years.

2.3 This Agreement sets out the key terms agreed between the Parties, the agreed outcomes and indicators for the services and the governance arrangements in relation to the Alliance. The Agreement will supplement and work alongside:-

(a) The **'Service and Financial Plan'** for Integrated Care – which describes Salford's agreed integrated care model, how the requirements of the Better Care Fund will be met and planned investments and disinvestments over the four year period 2014/15 to 2017/18;

(b) The **'Pooled Budget for Integrated Care for Older People'** – which is the mechanism established between the Commissioners to pool health and social resources for older people (including but not limited to those identified the Better Care Fund); and

(c) The various service contracts between the Commissioners and the Provider Participants (the **'Services Contracts'**).

2.4 This Agreement recognises that the Parties have different roles, responsibilities and obligations within the Alliance:

SECTION A: sets out the objectives, principles and governance of the Alliance. It also describes the phased approach to its implementation. This section applies to all Parties to the Agreement.

SECTION B: describes the joint commissioning arrangements and the Section 75 pooled budget that supports the Alliance. This section applies to the Commissioners.

SECTION C: sets out the arrangements for ensuring improved care coordination and greater collaboration between primary, community, mental health, acute and social care. This section primarily applies to all Parties.

SECTION D: describes the approach to managing financial risk and sharing risk and benefit. This section applies to the Commissioners and Provider Participants.

SECTION E: describes the standard clauses that apply to all Parties

SECTION A: Objectives, Principles and Governance

3 Alliance Objectives

3.1 The purpose of the Alliance is to:

(a) Enable the achievement of the goals of Salford's Integrated Care Programme; promoting greater independence and integrating care and support for older people and other segments of the adult population;
(b) Support the triple aim of the Programme: (1) better outcomes, (2) improved service user and carer experience and (3) reduced costs;
(c) Enable the achievement of the Programme's existing seven improvement measures, as set out in Schedule 2 (Outcomes and Indicators); and
(d) Deliver any additional objectives and supplementary measures as determined and agreed by all Parties.

3.2 Fundamental to the success of the Alliance is a shift from a reactive and crisis driven model of care to one that is proactive, anticipatory and seeks to maintain people in a community setting for as long as possible. Provider Participants acknowledge and accept that the new model of care will change the pattern of utilisation and will require a review of specifications under the respective Services Contracts.

4 Alliance Principles

4.1 The Parties have agreed a number of key principles and objectives which form the basis of this Alliance:

(a) Secure best value for the public sector in terms of outcomes per pound spent;
(b) Direct resources to the right place in order to adequately and sustainably fund the right care as defined by the new care model;
(c) Ensure that Salford's model of care is delivered coherently and services are not fragmented by organisational, professional or service boundaries;
(d) Reward positive outcomes for the population's health and wellbeing;
(e) Operate as a single, integrated high performance team and make decisions to achieve outcomes that are best for older people and the public;
(f) Encourage cooperative behaviour between themselves and engender a culture of Best for Project including no fault, no blame and no disputes;

(g) Ensure effective engagement with stakeholders when considering or planning service changes;

(h) Promote innovation and focus on the care and experience of service users and potential beneficiaries of integrated care;

(i) Work together on an open book basis (including cost transparency); and

(j) Share the risks and rewards associated with good or poor overall performance.

(together the '**Alliance Principles**').

4.2 The Parties will work together on a '**Best for Project**' basis in order to achieve the Alliance Objectives.

4.3 The Parties recognise that the success of the Alliance will depend upon strong relationships and an environment of trust, collaboration and innovation.

4.1 The Parties agree that decision-making within the Alliance should be unanimous wherever possible, but that majority decision-making should operate where a 'stalemate' would otherwise occur (in such circumstances, each Party shall have an equal vote).

4.2 Over the life of the Agreement the actual provision of Services will alter on the basis of the most cost and quality effective utilisation of staff, premises and other resources and whilst there will be co-operation as to the service design this will not preclude competition between the Parties in respect of service provision where this is nationally mandated or necessary to achieve the best outcomes.

5 Alliance Governance

5.1 The Parties shall communicate with each other and all relevant personnel in a clear, direct and timely manner to optimise the ability for each of the Parties, the Alliance Board for Integrated Care (**'Alliance Board'**), the Integrated Care Steering and Finance Group (**'Steering and Finance Group'**) and the Operational Board for Integrated Care (**'Operational Board')** to make effective and timely decisions to achieve the Alliance Objectives.

5.2 Subject to the provisions of Schedule 3 (Governance) the Parties shall be bound by the actions and decisions of the Alliance Board, the Steering and Finance Group, and the Operational Board, carried out in accordance with this Agreement.

5.3 Each Party shall ensure that its relevant Alliance Board, Steering and Finance Group

and Operational Board Members attends all of the meetings and participates fully and makes decisions on a Best for Project basis and in accordance with Clause 3 (Alliance Objectives) and Clause 4 (Alliance Principles).

5.4 The Alliance Board shall act in accordance with Schedule 3 (Governance) Part 1 (Alliance Board).

5.5 The Steering and Finance Group shall act in accordance with Schedule 3 (Governance) Part 2 (Steering and Finance Group).

5.6 The Operational Board shall act in accordance with Schedule 3 (Governance) Part 3 (Operational Board).

5.7 Each of the Alliance Board, the Steering and Finance Group and the Operational Board shall act in accordance with Schedule 3 (Governance) Part 4 (Delegated Decision-Making Framework)

5.8 Notwithstanding any other provision of any Services Contract, the Commissioners shall not be obliged to act on a Best for Project basis in relation to any of the following matters:-

(a) any matter which requires the Commissioners to invest further monies, beyond those identified in the Section 75 Agreement for the Alliance or specified in the Service and Financial Plan, in respect of the Services, or under the Services Contracts or under this Agreement; or

(b) any matter upon which the Commissioners may be required to undertake public consultation; or

(c) any matter which would constitute a breach of law or NHS policy.

6 Term of the Agreement

6.1 This Agreement shall come into force on 1 October 2014 and, subject to a break clause after 12 months, shall expire on 31 March 2018 (the "**Initial Period**").

6.2 The Commissioners may with the consent of the Provider Participants not less than six (6) months prior to the expiry of the Initial Period serve notice to extend this Agreement for a period of three years from the expiry of the Initial Period.

7 Phasing of the Alliance

7.1 The Alliance will be developed on a phased basis. The priorities for the first 12 months are described in the table below.

(a) Ensure effective roll-out and implementation of the new model of integrated care and delivery of the associated improvement measures	As set out in Schedule 4 (Summary of Deployment Plan for Salford's Integrated Care Model)
(b) Implement operational management arrangements to enable better coordination and joint delivery of services pertinent to this Agreement	As described in Schedule 3 (Governance), Part 3 (Operational Board)
(c) Establish monitoring arrangements to identify the impact on services, in terms of changes in demand / service usage and expenditure	Commencing from July 2014, with reporting to the Alliance Board of progress against agreed improvement measures and the planned investment / disinvestment
(d) Identify and develop options for alternative currencies and payment mechanisms	Work to commence from December 2014 and likely to be implemented in shadow form in 2015/16
(e) Establish risk and benefit sharing mechanisms	Work to commence in December 2014 and be in place for 2015/16
(f) Review service specification to ensure alignment with the integrated care model and associated improvement measures	Rolling programme of review, which will extend into 2015/16. Prioritised specifications are set out in Schedule 5 (Review of Service Specifications).
(g) Facilitate engagement with General Practice	Ongoing

7.2 The Parties will agree an annual workplan for the Alliance and refresh the financial assumptions set out in the Service and Financial Plan.

SECTION B: Pooled Budget and Commissioning

8 Pooled Budget

8.1 The Commissioners have entered into a partnership agreement, under Section 75 of National Health Service Act 2006, to create a **'Pooled Budget'** for the purpose of commissioning Integrated Care Services for Older People. This agreement commenced on 1 April 2014 and has an expiry date 31 March 2018.

8.2 The Pooled budget has a value of circa £98 million and includes the majority of health and social care services that support older people.

8.3 Responsibility for managing the Pooled Budget has been delegated to the Alliance Board for Integrated Care, subject to the provisions of Schedule 3 (Governance), Part 4 (Delegated Decision-Making Framework), which sets out those decisions that cannot (or will not) be delegated from the statutory organisations.

9 Host Commissioner

9.1 The **'Host Commissioner'** of the Pooled Budget will be the CCG, who will manage and account for the Pooled Budget. The Host Commissioner will ring-fence Pooled Budget transactions within its ledger system and maintain a separate account of all transactions to enable it to report funding flows transparently.

SECTION C: Collaboration and Care Coordination

10 Collaboration between Provider Participants

10.1 The Parties recognise that in order the deliver the Objectives of this Agreement, there will need to be significant collaboration between the Provider Participants and, with the support of the Honorary Participant, General Practice providers in Salford.

10.2 In accordance with Schedule 3 (Governance) Part 3 (Operational Board), the Operational Board for Integrated Care will be overseeing operational delivery of services included within the Agreement, the operational delivery of the new integrated model of care and the alignment of the associated services delivered by the Provider Participants and the Honorary Participant.

11 Outcomes and Indicators

11.1 The Parties agree to work towards the delivery of the Programme's improvement measures and the associated indicators agreed as part of the obligations of the Better Care Fund (as set out in Schedule 2 (Outcomes and Indicators)).

11.2 Commissioners and Provider Participants will work together to agree any changes required to Service Contracts to support these outcomes.

12 Engagement with other Providers

12.1 The Parties may, subject to unanimous support, choose to extend the Agreement to incorporate other care providers as part of the Alliance, where they are deemed to provide a significant and critical role in providing care or services to older people (and other segments of the adult population) in Salford.

12.2 The Parties may also directly engage with other organisations (commissioners and providers), either through other partnerships or sub-contractual mechanisms to align care and services which are outside the direct control of the Alliance.

13 Safeguards relating to Referral Behaviour and Choice

13.1 The Parties shall each adhere to their respective obligations set out in Schedule 6, which are intended as safeguards to ensure that this Agreement does not result in inappropriate constraints on GP referral behaviour, patient or client choice.

SECTION D: Financial Risk and Benefit Sharing

14 Financial Context

14.1 The Parties to this Agreement recognise that health and social care services are under unprecedented financial pressure, and that this will increase in coming years. One of the key drivers to the ICP and this Agreement is to avoid services becoming steadily less sustainable.

14.2 The Service & Financial Plan and the associated Pooled Budget incorporate the savings targets that each statutory organisation is required to make over the next four years. In order to reach a balanced budget at the end of this period, significant cost reductions will need be delivered (primarily through a reduction in emergency admissions to hospital and permanent admissions to care homes).

14.3 The Parties have agreed that Provider Participants' income reductions should be based on an ability to reduce costs, through service redesign and / or contraction. Unless agreed otherwise, the rate and pace of income reduction will therefore be equal to the realisable reduction in marginal and fixed costs.

15 Risk and Benefit Sharing

15.1 A risk and benefit sharing framework will be developed which will describe what happens if the Pooled Budget either under- or over-spends in each year.

16 Alternative Payment Mechanisms

16.1 The Parties recognise that alternative payment mechanisms will be required within the Alliance Agreement (which reward and incentivise collaboration and improvements in the population's health and wellbeing) and that some form of 'blended' payment system (combining different currencies and payment mechanisms) is likely to be most appropriate.

SECTION E: Standard Clauses

17 Transparency and Ethical Walls

17.1 Subject to the provisions of Schedule 7 (Open Book), the Parties recognise that they will provide to each other all information that is reasonably required in order to achieve the Alliance Objectives.

17.2 Given the potential for Provider Participants and the Honorary Participant to be seen as competitors it is essential that the sharing of information is done in such a way as is compliant with competition law. The Parties recognise their responsibilities to comply with competition laws and they acknowledge that they will comply with those obligations. The Parties will therefore ensue that they share information in such a way that is compliant with competition law.

17.3 Notwithstanding anything else in this Agreement, the Provider Participants and Honorary Participant will ensure that they provide the Commissioners with relevant financial or other information as they may require so that the Commissioners can be satisfied that the Alliance Objectives and in particular those of a financial nature are being satisfied.

17.4 The Alliance Board shall ensure that appropriate ethical walls are established between and within the Provider Participants and the Honorary Participant so as to ensure that Competition Sensitive Information and Confidential Information are only available to those members of the Provider Participants or the Honorary Participant who need to see it for the purposes of the Project and for no other purpose whatsoever.

17.5 It is accepted by the Parties that the involvement of the Provider Participants and the Honorary Participant in the Alliance could give rise to situations where information will be generated and made available which could give the Provider Participants or the Honorary Participant an unfair advantage in competitions which may be capable of distorting such competitions.

17.6 The Parties recognise the need to manage such information in a way that ensures that any competitive procurement does not afford the Provider Participants or the Honorary Participant an unfair advantage and which maximises their opportunity to take part in competitions by putting in place appropriate procedures, such as ethical walls.

17.7 A Provider Participant or the Honorary Participant shall have the opportunity to demonstrate to the reasonable satisfaction of the Commissioners in relation to any competitive procurements that the information it has acquired as a result of its participation in the Alliance, other than as a result of a breach of this Agreement, does not preclude the Commissioners from running a fair competitive procurement in accordance with the Commissioners' legal obligations.

17.8 It is acknowledge by the Commissioners that information acquired by a Provider Participant or the Honorary Participant as a consequence of disclosure by the Commissioners should not prevent that Provider Participant or the Honorary Participant from expressing interest in and/or taking part in a competitive procurement exercise run by the Commissioners.

18 Data Sharing and Confidentiality

18.1 The Parties shall be bound by the terms of Schedule 8 (Data Sharing) and Schedule 9 (Confidentiality).

19 Force Majeure

19.1 On the occurrence of a Force Majeure Event, the affected Party shall notify the other Parties as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.

19.2 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Agreement.

19.3 The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Parties shall at all times whilst a Force Majeure Event is subsisting take steps to overcome or minimise the consequences of the Force Majeure Event.

19.4 No Party shall be entitled to bring a claim for breach of obligations under this Agreement by another Party or incur any liability to another Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and the affected Party is prevented from carrying out obligations by that

Force Majeure Event.

19.5 The affected Party shall notify the other Parties as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Agreement. Following such notification this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

20 Rectification, Exclusion and Termination

20.1 The Parties shall be bound by the terms of Schedule 10 (Rectification, Exclusion and Termination), which sets out escalating range of remedies and options available to the Alliance Board so that they are able to react to any failure by any Party to perform its obligations in a manner which is proportionate to the nature and consequences of such failure.

21 Successor Bodies

21.1 The Parties recognise that, during the term of this Agreement, a Party's statutory functions and responsibilities may be transferred to a successor body and/or that an individual Party may undergo organisational change including by way of a merger with or acquisition by a third party. In such circumstances:

(a) references to a Party shall comprise a reference to the relevant successor body; and

(b) the Parties shall cooperate fully with each other to agree and record the necessary variations (if any) to this Agreement so as to strive to ensure the continued achievement of the Alliance Objectives. The intention of the Parties is that the arrangements put in place pursuant to this Agreement should continue notwithstanding any change as described in this Clause 21.

22 Survivorship

22.1 If this Agreement is terminated or expires for any reason then such termination or expiry will be without prejudice to rights or obligations accrued as at the date of such termination or expiry and those provisions of this Agreement which are expressly or by implication intended to come into or remain in force and effect following such termination or expiry, will so continue. In particular and without prejudice to the generality of the foregoing:

(a) the provisions of Clause 20 and Schedule 10 (Rectification, Exclusion and Termination), Clause 18 (Data Sharing and Confidentiality) and Schedules 8 (Data Sharing) and 9 (Confidentiality), and Clause 30 (Law and Jurisdiction) will, subject to and in accordance with their terms, continue in full force and effect; and

(b) each of the Parties agrees that, notwithstanding any such termination or expiry, they will submit to the exclusive jurisdiction of the English courts in respect of any Dispute or claim arising out of or in connection with any Services Contract.

23 Services Contracts

23.1 Each of the Parties shall perform its respective obligations under, and observe the provisions of, any Services Contract to which it is a party.

24 Precedence

24.1 Unless otherwise specifically stated to the contrary, in the event of a conflict or inconsistency between any provision of any of the Services Contracts or any resolution of the Alliance Board or of the Steering and Finance Group or of the Operational Board with any provisions of the Alliance Agreement, the order of precedence below shall apply:

(a) the Clauses then Schedules then Appendices and then Annexures of this Agreement; then

(b) all other documents, if any, which are stated in a Services Contract to be incorporated in that agreement; then

(c) any resolution of the Alliance Board; then

(d) any resolution of the Steering and Finance Group; then

(e) any resolution of the Operational Board.

25 Compliance with Law

25.1 Each Party shall comply with and ensure that its employees and agents comply, and shall use reasonable endeavours to ensure that its subcontractors, if any, comply with all relevant Legislation and shall be responsible for any breach by any such employee, agent or subcontractor.

26 Information and Further Assurance

26.1 Each of the Provider Participants shall during the Term of this Agreement:

(a) promptly provide to the Host Commissioner, and to any other person involved in the performance and achievement of the Alliance Objectives, such information about the Services as the Host Commissioner shall reasonably require in connection with the Alliance Objectives;

(b) identify and obtain all consents necessary for the fulfilment of its obligations under the Services Contracts; and

(c) comply with any reasonable instructions and guidelines issued by the Host Commissioner from time to time

in each case to the extent that such action does not cause a Provider Participant to be in breach of the Exclusion Notice or any Legislation.

26.2 During the Term of this Agreement the Parties shall, and shall use their respective reasonable endeavours to procure that any necessary third parties shall, each execute and deliver to the other Parties such other instruments and documents and take such other action as is reasonably necessary to fulfil the provisions of this Agreement in accordance with its terms.

26.3 The Parties shall during the Term of this Agreement promptly notify each other of any modification, upgrade, improvement, enhancement or development to the Services, or which could be applied to the Services, in each case on a Best for Project basis.

27 Contract Management Records and Documentation

27.1 Each Provider Participant shall at all times during the Term of the Alliance Agreement keep or cause or procure to be kept and retain, and thereafter for a period not less than 6 years following expiry or termination of the Alliance Agreement, accurate accounts and full supporting documentation containing all data reasonably required for the computation and verification of the provision of the Services and all monies payable or paid under any Services Contract to which that Provider Participant is a party by the relevant Commissioner and give the relevant Commissioner or its agents every reasonable facility from time to time having given reasonable notice in writing during normal business hours to inspect the said accounts records and supporting documentation and to make copies of or to take extracts from them.

28 Relationship of the Parties

28.1 Nothing in this Agreement shall be construed as creating a **'Legal Partnership'** or as a contract of employment between any or all of the Commissioners and any or all of the Provider Participants or amongst the Commissioners or Provider Participants.

28.2 Save as expressly provided otherwise in this Agreement, none of the Provider Participants shall be, or be deemed to be, an agent of any Commissioner and none of the Provider Participants shall hold itself out as having the authority or power to bind any Commissioner in any way.

29 Notices

29.1 Any Notices sent under this Agreement must be in writing.

29.2 Notices may be served in the ways set out below at the addresses set out at Clause 29.3. The following table sets out the respective deemed time and proof of service:

Manner of Delivery	**Deemed time of delivery**	**Proof of Service**
Personal delivery	On delivery	properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting	properly addressed prepaid and posted

29.3 The nominated addresses for the Parties are:

(a) **NHS Salford CCG** of St James's House, Pendleton Way, Salford, M6 5FW;

(b) **Salford City Council** of Salford Civic Centre, Chorley Road, Swinton, Manchester, M27 5D;

(c) **Salford Royal NHS Foundation Trust** of Trust Headquarters, Mayo Building, Salford Royal NHS Foundation Trust, Stott Lane, Salford, M6 8HD;

(d) **Greater Manchester West Mental Health NHS Foundation Trust** of Trust Headquarters, Bury New Road, Prestwich, Manchester, M25 3BL; and

(e) **Salix Health Limited Company** of Gill Medical Centre, 5 Harriet Street, Salford, M28 3DR.

29.4 Any Party may change its nominated addressee, address by notice to the other Parties served in accordance with Clause 29.2 above.

30 Law and Jurisdiction

30.1 This Agreement and any Dispute arising out of or in connection with it, whether such Dispute is contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise, shall be governed by, and construed in accordance with, the laws of England.

30.2 Subject to Schedule 11 (Dispute Resolution Procedure) the Parties hereby submit to the exclusive jurisdiction of the English courts.

IN WITNESS OF THE ABOVE

Signed by Alan Campbell, Chief Operating Officer

For and on behalf of

NHS SALFORD CLINICAL COMMISSIONING GROUP

We confirm our agreement to the above ……

Signed by Ian Stewart, City Mayor

For and on behalf of

SALFORD CITY COUNCIL

We confirm our agreement to the above ……

Signed by David Dalton, Chief Executive

For and on behalf of

SALFORD ROYAL NHS FOUNDATION TRUST

We confirm our agreement to the above ……

Signed by Bev Humphrey, Chief Executive

For and on behalf of

GREATER MANCHESTER WEST MENTAL HEALTH NHS FOUNDATION TRUST

We confirm our agreement to the above ……

Signed by Brian Hope, Chief Executive

For and on behalf of

SALIX HEALTH LIMITED COMPANY

We confirm our agreement to the above ……

Schedule 1

Definitions and Interpretation

The following list of definitions apply to this Agreement.

1.1 In this Agreement, unless the context otherwise requires:

"Agreement"	means this Agreement for the Salford's Alliance;
"Alliance Board Member"	means a member of the Alliance Board appointed by the respective Parties pursuant to and in accordance with the provisions of Paragraph 4.1 of Part 1 of Schedule 3 (Governance) with the requisite authority to act in accordance with Schedule 3 (Governance), the Alliance Board Members at the date of this Agreement being set out in Annex 1 to Part 1 of Schedule 3 (Governance);
"Alliance Board"	means the leadership board of the Alliance to be established pursuant to Clause 5 (Alliance Governance) and Schedule 3 (Governance);
"Alliance Objectives"	means the objectives set out in Clause 3.1;
"Alliance Principles"	has the meaning set out in Clause 4.1 (Alliance Principles);
"Alliance"	means the Commissioner Participants, the Provider Participants and the Honorary Participant working together as an alliance to achieve the Alliance Objectives;
"Best for Project"	means best for the achievement of the Alliance Objectives on the basis of ensuring coherence with the Alliance Principles;
"Commissioners"	means NHS Salford CCG and Salford City Council;

“Competition Sensitive Information”	means Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the Provider Participants and which that Provider Participant properly considers is of such a nature that it cannot be exchanged with the other Provider Participant(s) without a breach or potential breach of competition law;
“Confidential Information”	means all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement;
"Defaulting Participant"	has the meaning set out in Schedule 10;
“Dispute”	has the meaning in Schedule 11;
"Excluded Participant"	has the meaning set out in Schedule 10;
"Exclusion Notice"	has the meaning set out in Schedule 10;
“Financial Year”	means a period from and including 1 April in a calendar year up to and including 31 March in the next calendar year;
“Honorary Participant”	Means Salix Health Limited Company;
“Host Commissioner”	means Salford CCG, acting as the Host Commissioner for the purposes of this Agreement
“Information”	means any and all information howsoever presented or disclosed;
“Initial Period”	shall have the meaning ascribed to it in Clause 6.1 (Term);

"Key Performance Indicators" or **"KPIs"**	means the key performance indicators set out in Schedule 2 (Outcomes and Indicators);
"Legal Partnership"	means an association of two or more persons in a business enterprise in which the profits and losses are shared proportionality;
"Legislation"	means any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent national or supra national body) and all other legislation as may be in force from time to time;
"**Month**" or "**month**"	means a calendar month;
"**Open Book Data**"	has the meaning given to it in Paragraph 2.1 of Schedule 7 (Open Book);
"Open Book"	means those open book principles set out in Schedule 7 (Open Book);
"Operational Board Member"	means a member of the Operational Board appointed by the respective Party pursuant to and in accordance with the provisions of Paragraph 4.1 of Part 2 of Schedule 3 (Governance) with the requisite authority to act in accordance with Schedule 3 (Governance), the Members at the date of this Agreement being set out in Annex 1 to Part 2 of Schedule 3 (Governance);
"Operational Board"	means the Operational Board to be established pursuant to Schedule 3 (Governance);
"Parties"	the Commissioners, Provider Participants and Honorary Participant;
"Person"	means an individual, any body corporate, government body, association or partnership;

“Pooled Budget”	means the pooled budget, established by Commissioners, under Section 75 of National Health Service Act 2006, for the purpose of commissioning Integrated Care Services for Older People;
“Provider Participants”	means Salford Royal NHS Foundation Trust, Greater Manchester West Mental Health NHS Foundation Trust and Adult Care services provided by Salford City Council;
"Rectification Meeting"	has the meaning set out in Schedule 10;
"Rectification Notice"	has the meaning set out in Schedule 10;
“Salford’s Integrated Care Programme”	means the collaborative multi-agency programme intended to integrate health and social care for the population of Salford;
“Section 75 Agreement”	means the agreement made under 75 of the National Health Service Act 2006 between the Commissioners to pool resources to support Salford’s Integrated Care Programme;
“Service and Financial Plan”	means the Service and Financial Plan, 2014/15 to 2017/18, for Salford’s Integrated Care Programme;
“Services Contracts”	means the services contracts, between Commissioners and Provider Participants for the provision of services relating to Salford’s Integrated Care Programme;
“Services”	means the Services provided by a Provider Participant pursuant to its Services Contract or by any Provider Participants pursuant to the Services Contracts, as the case may be, as amended from time to time;

"Staff"	means in relation to any Party or any entity, a director, officer, employee, temporary or contract worker of, or a consultant, agent or secondee to, such Party or such entity;
"Sub-Contract"	means any contract or arrangement (whether or not reduced to writing) between any Provider Participant and a third party in connection with the Salford Integrated Care Programme;
"Value Added Tax" or **"VAT"**	means, in the United Kingdom, value added tax and, in other Member States of the European Union, taxes in those states imposed by or in compliance with Council Directive 2006/112/EC of the European Union (as amended from time to time);
"**Wilful Default**"	has the meaning set out in Schedule 10.

Schedule 2

Outcomes and Indicators

The following improvement measures have been agreed as part of the Integrated Care Programme and are consistent with those submitted as part of Salford's response to the Better Care Fund (BCF). A number of additional measures have been agreed as part of the requirement of the BCF and will be delivered as part of the Integrated Care Programme.

Improvement Measures	2020 Targets	Rationale
1. Reduce emergency admissions and re-admissions	▪ 19.7% reduction in non-elective admissions (from 315 to 253 per 1000 65+ population): a reduction of 2,071 against a 2011/12 baseline of 10,521 (for 65+ population). ▪ Reduce readmissions from the baseline of 19.6%: absolute readmissions to be lower than the 2011/12 baseline of 2,062.	Bottom quartile in the North West for both admissions and readmissions. Emergency admissions improvement target is to move mid-point between top quartile (best) and 2nd quartile.
2. Reduce permanent admissions to residential and nursing care	▪ 26% reduction in care home admissions (from 946 to 699 per 100,000 65+ population): a reduction of 84 admissions, against a 2011/12 baseline of 322 admissions.	Bottom quartile in the North West. Improvement target is to move to the top quartile.
3. Improve Quality of Life for users and carers	▪ Maintain or improve ranking position (or equivalent) from 2011/12 baseline.	In upper quartile position nationally. Subjective and difficult nature of measures recognised. Given infrequent national measurement, local 'proxy' measures will also be required.
4. Increase the proportion of people that feel supported to manage own condition		
5. Increase satisfaction with care & support provided		
6. Increase flu vaccine uptake	▪ Increase flu uptake rate to 85% (from baseline position of 77.2% in 2011/12).	Ranked 17th nationally (top decile). Aiming to exceed the top performing area.
7. Increase the proportion of people that die at home (or in their usual or preferred place of dying)	▪ Increase to 50% (from baseline of 41% in 2011/12).	In third quartile in the North West, though this position has improved over time. Improvement target would move Salford into the upper (best) quartile.

Schedule 3:

Governance

PART 1: Alliance Board

1 Purpose and Function

1.1 The Alliance Board for Integrated Care ('Alliance Board') is responsible for overseeing Salford's ICP. It is responsible for managing, directing and leading the ICP in accordance with the Alliance Principles and setting overall strategic direction in order to meet the Alliance Objectives.

1.2 The Alliance Board has overall responsibility for the governance of services incorporated within the Agreement. The Alliance Board will recommend under what circumstances integrated care services should be offered to other segments of the adult population.

1.3 These Terms of Reference have been developed in accordance with the Delegated Decision-Making Framework, as set out in Schedule 3, Part 4.

2 Objectives of the Alliance

2.1 The purpose of the Alliance is to:

(a) Enable the achievement of the goals of Salford's ICP; promoting greater independence and integrating care and support for older people and other segments of the adult population;
(b) Support the triple aim of the Programme: (1) better outcomes, (2) improved service user and carer experience and (3) reduced costs;
(c) Support a financially sustainable health and social care economy in Salford, managing a single pooled budget for older people;
(d) Enable the achievement of the Programme's existing seven improvement measures; and
(e) Deliver any additional objectives and supplementary measures that are collectively agreed.

3 Alliance Board Responsibilities

3.1 The Alliance Board has responsibility to:-

(a) Formulate, agree and implement strategies for achieving the Objectives of the Alliance;

(b) Oversee the implementation and management of the Alliance Agreement and related Service Contracts;

(c) Oversee the delivery of the agreed model of integrated care;

(d) Monitor and assure delivery of the agreed improvement targets and trajectories;

(e) Review performance of the section 75 pooled budget for integrated care;

(f) Endorse investment or disinvestment plans within the pooled budget that has been approved by the Commissioners (excluding decisions exceed £1m for individual service lines);

(g) Endorse in-year non-recurrent investment or variations, providing these are within the overall value of the agreed pooled budget;

(h) Seek to determine or resolve any matter referred to it by the Integrated Care Steering & Finance Group or the Operational Board for Integrated Care;

(i) Identify complimentary workstreams and opportunities to align improvement initiatives;

(j) Promote and ensure effective engagement with wider partnership arrangements in Salford, including but not limited to the Health and Wellbeing Board and Partnership Boards;

(k) Ensure effective clinical / professional leadership and project management arrangements are in place;

(l) Establish a financial risk and benefit sharing arrangements, proposing changes to payment mechanisms and contractual arrangements where necessary;

(m) Ensure engagement with patients, service users and local communities is meaningful and effective;

(n) Review the outcome of the CLASSIC (Comprehensive Longitudinal Assessment of Salford Integrated Care) evaluation framework and determine and any changes required to the model of care; and

(o) Promote learning that can be shared and / or applied to different client groups.

3.2 The Alliance Board is responsible for determining and approving the Terms of

Reference of the Integrated Care Steering & Finance Group and the Operational Board for Integrated Care.

3.3 The Alliance Board will operate according to the following Alliance Principles:-

(a) Secure best value for the public sector in terms of outcomes per pound spent;

(b) Direct resources to the right place in order to adequately and sustainably fund the right care as defined by the new care model;

(c) Ensure that Salford's model of care is delivered coherently and services are not fragmented by organisational, professional or service boundaries;

(d) Reward positive outcomes for the population's health and wellbeing;

(e) Operate as a single, integrated high performance team and make decisions to achieve outcomes that are best for older people and the public;

(f) Encourage cooperative behaviour between themselves and engender a culture of Best for Project including no fault, no blame and no disputes;

(g) Ensure effective engagement with stakeholders when considering or planning service changes;

(h) Promote innovation and focus on the care and experience of service users and potential beneficiaries of integrated care;

(i) Work together on an open book basis (including cost transparency); and

(j) Share the risks and rewards associated with good or poor overall performance.

3.4 Members of Alliance Board recognise that the successful implementation of the Alliance will require strong relationships and an environment of trust, collaboration and innovation.

4 Membership and Frequency of Meetings

4.1 The Alliance Board will be comprised of the following parties:-

(a) NHS Salford Clinical Commissioning Group

(b) Salford City Council

(c) Salford Royal NHS Foundation Trust

(d) Greater Manchester West Mental Health NHS Foundation Trust

(e) Salix Health Limited Company*

* initially an ‘honorary’, non-voting member reflecting that it does not yet an explicit mandate to deliver integrated care solutions or to direct the collective resources of primary care.

4.2 It is recognised that other organisations, particularly from the third sector and independent sector, are engaged in the programme. If deemed appropriate and subject to the support of the existing partners, other parties can be invited to attend the Alliance Board however formal extension of permanent membership would require the approval of each of the existing partner organisations.

4.3 The members of the Alliance Board are set out in Annex 1. Any party may remove or replace its Alliance Board member at any time, subject to the consent of the Chair. Such consent will not be unreasonably withheld or delayed.

4.4 The Alliance Board will be jointly chaired by the Local Authority Lead (NHS Salford Clinical Commissioning Group) and the Strategic Director of Community, Health and Social Care (Salford City Council), with chairing responsibility rotated between meetings.

4.5 Meetings will usually be held six times per annum, though the frequency may be varied subject to agreement of both Chairs.

4.6 It will be important that nominated members commit to attend the Alliance Board. Where this is not possible, however, deputies can attend however they must be able to contribute and make decisions on behalf of the individual they are representing.

5 Quorum, Decision-Making and Voting

5.1 The Alliance Board will be quorum providing one-third of the membership is in attendance, with at least one voting member from NHS Salford Clinical Commissioning Group, Salford City Council, Salford Royal NHS Foundation Trust and Greater Manchester West Mental Health NHS Foundation Trust.

5.2 The Alliance Board will aim to achieve a consensus for all decisions. Given the nature of the ICP, securing the support of *all partners* will be critical to the success of most of the changes required.

5.3 In those circumstances where consensus cannot be reached and a decision must be taken, the issue may be put to a vote. Before a vote can be considered, however, all partners must have agreed that it is appropriate to determine the issue in this

manner.

5.4 Voting members are indicated in Annex 1. Where a voting member is unable to attend the meeting, this responsibility can be delegated to a non-voting member.

5.5 Where a decision cannot be made through consensus and it is not acceptable to put the issue to a vote, the issue will be referred back to the relevant board / committee of each partner organisations.

6 Decisions Reserved to Partner Organisations

6.1 In line with Delegated Decision-Making Framework for the Alliance (Schedule 3, Part 4), the following 'Level 1' decisions are reserved to the Partners to the Alliance:-

(a) Determination of the size of the Alliance pooled budget (including any planned in-year variations in expenditure that would require the total pooled resources to be increased);

(b) Recurrent investment or disinvestment plans within the pooled budget that exceed £1m for individual service lines;

(c) Decisions that would materially, adversely impact on partners;

(d) Decisions that cannot be agreed through consensus or a majority vote within the Alliance Board;

(e) Formal extension of permanent membership of the Alliance Board;

(f) Material changes to the scope of the Alliance;

(g) Financial risk and benefit sharing framework; and

(h) Annual refresh of the total pooled budget for integrated care.

6.2 Whilst the need to retain some 'reserved matters' is recognised, it will be critical that the Alliance Board has a clear mandate and sufficient delegated authority to take forward the ICP without requiring separate approvals at each stage in the process.

6.3 Whilst the Alliance Board will act as the responsible body for integrated care for older people, it will work alongside the Health & Wellbeing Board - recognising the latter's role in setting city-wide strategy and promoting integrated care and partnerships.

6.4 The ICP will continue to be subject to scrutiny select committee review, through

the Health & Wellbeing Strategic Scrutiny Select Committee and the Adult Services Scrutiny Select Committee.

7 Conflicts of Interest and Transparency

7.1 As commissioners and providers will be jointly establishing new models, careful consideration will need to be given to potential conflicts of interest.

7.2 It is recognised that some individuals have multiple roles (such as commissioners and providers) and more than one role on the Alliance Board.

7.3 Members of the Alliance Board are expected to conduct themselves in an appropriate manner. They must refrain from actions that are likely to create any real or perceived conflict of interest, save those that are inherent in the institutional interests of the organisations that members represent.

7.4 Conflicts of interest may arise where a member of the Alliance Board has:-

(a) An institutional or financial interest in a specific service change that is being considered;

(b) A close personal or professional connection with any individuals that may be directly affected by proposed service changes.

7.5 A member of the Alliance Board that has a material interest in an item being considered must disclose, to the Chair of the Alliance Board, the nature of the interest at the meeting.

7.6 Depending on the topic under discussion and the nature of the conflict of interest, the member may be:-

(a) Allowed to remain in the meeting and contribute to the discussion;

(b) Allowed to remain in the meeting but asked to refrain from participating in the discussion, voting or attempting to influence any vote;

(c) Asked to leave the meeting for the duration of the item under consideration.

7.7 Information obtained during the course of the Programme must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The principle purpose of sharing such information will be to inform

new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).

7.8 Members are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work of the Programme. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

7.9 Unless there is specific justification to withhold information, all papers and minutes associated with the Alliance Board will be deemed suitable to be made available in the public domain. Alliance Board minutes will be reported to the governing committee of Parties, most of which are held in public'.

8 Reporting

8.1 The minutes of the Alliance Board will be made available to the Parties to the Alliance:-

(a) NHS Salford Clinical Commissioning Group: Governing Body

(b) Salford City Council: Assistant Mayor's Briefings

(c) Salford Royal NHS Foundation Trust: Board of Directors

(d) Greater Manchester West Mental Health NHS Foundation Trust: Trust Board

(e) Salix Health Limited Company: Board of Directors

8.2 A six monthly progress report will be produced for the relevant committees of the Parties to the Alliance. This will also be reported to the Health & Wellbeing Board and shared with the Neighbourhood Partnership Boards.

8.3 Reports will be prepared for the committees relevant committees of the Parties to the Alliance for those decisions that require their explicit approval (as per paragraph 6.1).

8.4 Ad hoc reports can be requested by any of the partner organisations.

9 Standing Agenda

9.1 The agenda of the Alliance Board will comprise of the following routine items (not all of which will necessarily be covered at every meeting):-

(a) Action Log

(b) Programme Report

(c) Finance Report

(d) Workstream Updates

(e) Engagement with stakeholders, service users, carers and citizens

(f) Evaluation

9.2 Additional items will be added to the agenda subject to the discretion of the Chair.

10 Review and Reformulation

10.1 The Alliance should be formally reviewed on a yearly basis to ensure that it is delivering its objectives and has the continued support of partners. This should include a review of the project structures and the Terms of Reference of the Alliance Board.

10.2 Reformulation of the ICP should be considered under the following circumstances:-

(a) Persistent failure by members of the Alliance to attend or engage in the work of the Alliance Board.

(b) Failure to disclose information, where this is has been reasonably requested and agreed.

(c) Ongoing inability to achieve consensus and / or repeated refusal by Partners to make decisions.

(d) Complete withdrawal from the ICP by any of the Partners to the Alliance.

(e) Where it becomes evident that ICP will not be able to achieve its stated objectives.

(f) Persistent non-delivery of agreed milestones.

Annex 1 to Part 1 of Schedule 3: Alliance Board Members

NHS Salford Clinical Commissioning Group

- Chair*
- Chief Operating Officer
- Chief Finance Officer
- Local Authority Lead
- Lay Member
- Head of Performance & Commissioning Support

Salford City Council

- Assistant Mayor *
- Strategic Director of Community, Health and Social Care
- Director of Public Health
- Assistant Director (Safeguarding, Quality & Business Strategy) - Community, Health and Social Care
- Assistant Director, Integrated Commissioning & Personalisation – Community, Health and Social Care
- Assistant Director, Operational Services – Community, Health and Social Care

Salford Royal NHS Foundation Trust

- Chief Executive*
- Executive Director of Strategy and Development
- Executive Nurse
- Executive Director of Finance
- Managing Director, Salford Healthcare Division
- Chief Information Officer
- Non-Executive Director

Greater Manchester West Mental Health NHS Foundation Trust

- Executive Director of Nursing and Operations*
- Executive Director of Finance
- Head of Operations for the Salford Directorate

Salix Health Limited Company

- Chief Executive
- Medical Director

In attendance: Programme Manager for Integrated Care

Administrator / PA to the ICP

*Note: * denotes voting member of the Alliance Board*

PART 2: Integrated Care Steering and Finance Group

1 Purpose and Function

1.1 The Integrated Care Steering & Finance Group ('Steering & Finance Group') is responsible for supporting the programme management and coordination of Salford's Integrated Care Programme (ICP).

1.2 It is responsible for overseeing the implementation of the new model and coordinating the workstreams of the ICP in accordance with the Alliance Principles and overall strategic direction set by the Alliance Board.

1.3 These Terms of Reference have been developed in accordance with the Delegated Decision-Making Framework, as set out in Schedule 3, Part 4.

2 Objectives of the Alliance

2.1 The purpose of the Alliance is to:

(a) Enable the achievement of the goals of Salford's ICP; promoting greater independence and integrating care and support for older people and other segments of the adult population;
(b) Support the triple aim of the Programme: (1) better outcomes, (2) improved service user and carer experience and (3) reduced costs;
(c) Support a financially sustainable health and social care economy in Salford, managing a single pooled budget for older people;
(d) Enable the achievement of the Programme's existing seven improvement measures; and
(e) Deliver any additional objectives and supplementary measures that are collectively agreed.

3 Steering & Finance Group Responsibilities

3.1 The Steering & Finance Group has responsibility to:-

(a) Advise on strategies for achieving the Objectives of the Alliance;

(b) Ensure implementation of the Alliance Agreement and related Service Contracts;

(c) Oversee the implementation of the new model and make recommendations to the Alliance Board regarding changes to service models and costs;

(d) Establish mechanisms to monitor delivery of the agreed improvement targets and trajectories;

(e) Oversee the programme management budget;

(f) Coordinate workstreams and subgroups;

(g) Oversee the commissioning review process;

(h) Agree service level variations and changes, within the context of the agreed model and financial (where less than £100k or 10% of the agreed investment plan, whichever figure is lower);

(i) Virement between service budgets;

(j) Develop and advise on financial benefit / risk share arrangements; and

(k) Undertake evaluation / benefits realisation.

3.2 The Steering & Finance Group will operate according to the following Alliance Principles:-

(a) Secure best value for the public sector in terms of outcomes per pound spent;

(b) Direct resources to the right place in order to adequately and sustainably fund the right care as defined by the new care model;

(c) Ensure that Salford's model of care is delivered coherently and services are not fragmented by organisational, professional or service boundaries;

(d) Reward positive outcomes for the population's health and wellbeing;

(e) Operate as a single, integrated high performance team and make decisions to achieve outcomes that are best for older people and the public;

(f) Encourage cooperative behaviour between themselves and engender a culture of Best for Project including no fault, no blame and no disputes;

(g) Ensure effective engagement with stakeholders when considering or planning service changes;

(h) Promote innovation and focus on the care and experience of service users and potential beneficiaries of integrated care;

(i) Work together on an open book basis (including cost transparency); and

(j) Share the risks and rewards associated with good or poor overall performance.

3.3 The members of the Steering & Finance Group recognise that the successful implementation of the Alliance will require strong relationships and an environment

of trust, collaboration and innovation.

4 **Membership and Frequency of Meetings**

4.1 The Steering & Finance Group will be comprised of the following parties:-

(a) NHS Salford Clinical Commissioning Group

(b) Salford City Council

(c) Salford Royal NHS Foundation Trust

(d) Greater Manchester West Mental Health NHS Foundation Trust

4.2 The members of the Steering & Finance Group are set out in Annex 1. Any party may remove or replace its Steering & Finance Group member at any time, subject to the consent of the Chair. Such consent will not be unreasonably withheld or delayed.

4.3 The Steering & Finance Group will be chaired by the Head of Performance & Commissioning Support (NHS Salford Clinical Commissioning Group). Deputising arrangement will be agreed where the Chair is not available.

4.4 Meetings will usually be held fortnightly, though the frequency may be varied subject. Alternate meetings will be attended by financial colleagues.

4.5 It will be important that nominated members commit to attend the Steering & Finance Group. Where this is not possible, however, deputies can attend however they must be able to contribute and make decisions on behalf of the individual they are representing.

5 **Quorum and Decision-Making**

5.1 The Steering & Finance Group will be quorum providing one-third of the membership is in attendance, with at least one member from NHS Salford Clinical Commissioning Group, Salford City Council, Salford Royal NHS Foundation Trust and Greater Manchester West Mental Health NHS Foundation Trust.

5.2 The Steering & Finance Group will aim to achieve a consensus for all decisions. Given the nature of the ICP, securing the support of *all partners* will be critical to the success of most of the changes required. In those circumstances where consensus cannot be reached and a decision must be taken, the issue will be referred to the Alliance Board.

6 Conflicts of Interest and Transparency

6.1 As commissioners and providers will be jointly establishing new models, careful consideration will need to be given to potential conflicts of interest.

6.2 It is recognised that some individuals have multiple roles (such as commissioners and providers) and more than one role on the Steering & Finance Group.

6.3 Members of the Steering & Finance Group are expected to conduct themselves in an appropriate manner. They must refrain from actions that are likely to create any real or perceived conflict of interest, save those that are inherent in the institutional interests of the organisations that members represent.

6.4 Conflicts of interest may arise where a member of the Steering & Finance Group has:-

(a) An institutional or financial interest in a specific service change that is being considered;

(b) A close personal or professional connection with any individuals that may be directly affected by proposed service changes.

6.5 A member of the Steering & Finance Group that has a material interest in an item being considered must disclose, to the Chair of the Steering & Finance Group, the nature of the interest at the meeting.

6.6 Depending on the topic under discussion and the nature of the conflict of interest, the member may be:-

(a) Allowed to remain in the meeting and contribute to the discussion;

(b) Allowed to remain in the meeting but asked to refrain from participating in the discussion, voting or attempting to influence any vote;

(c) Asked to leave the meeting for the duration of the item under consideration.

6.7 Information obtained during the course of the Programme must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The principle purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).

6.8 Members are expected to protect and maintain as confidential any privileged or

sensitive information divulged during the work of the Programme. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

6.9 Unless there is specific justification to withhold information, all papers and minutes associated with the Alliance will be deemed suitable to be made available in the public domain.

7 Reporting

7.1 Steering & Finance Group will provide regular reports to the Alliance Board.

Annex 1 to Part 2 of Schedule 3: Steering & Finance Group Members

NHS Salford Clinical Commissioning Group

- Head of Performance & Commissioning Support
- Chief Finance Officer
- Finance Manager

Salford City Council

- Assistant Director, Integrated Commissioning & Personalisation – Community, Health and Social Care
- Assistant Director (Safeguarding, Quality & Business Strategy) – Community, Health and Social Care
- Community Health and Social Care Principal Group Accountant, Salford City Council
- Public Health Consultant

Salford Royal NHS Foundation Trust

- Managing Director, Salford Healthcare Division
- Deputy Director of Finance
- Business Accountant, Salford Healthcare Division
- Programme Manager for Integrated Care
- Executive Director of Strategy and Development (invited)

Greater Manchester West Mental Health NHS Foundation Trust

- Head of Operations for the Salford Directorate
- Deputy Director of Finance
- Assistant Director for Older People

In Attendance: Administrator / PA to the ICP

PART 3: Operational Board

1 Purpose and Function

1.1 The Operational Board for Integrated Care ('Operational Board') is responsible overseeing the operational delivery of services included within the pooled budget and the delivery of the new integrated model of care in accordance with the Alliance Principles and overall strategic direction set by the Alliance Board.

1.2 These Terms of Reference have been developed in accordance with the Delegated Decision-Making Framework, as set out in Schedule 3, Part 4.

2 Objectives of the Alliance

2.1 The purpose of the Alliance is to:

(a) Enable the achievement of the goals of Salford's ICP; promoting greater independence and integrating care and support for older people and other segments of the adult population;
(b) Support the triple aim of the Programme: (1) better outcomes, (2) improved service user and carer experience and (3) reduced costs;
(c) Support a financially sustainable health and social care economy in Salford, managing a single pooled budget for older people;
(d) Enable the achievement of the Programme's existing seven improvement measures; and
(e) Deliver any additional objectives and supplementary measures that are collectively agreed.

3 Operational Board Responsibilities

3.1 The Operational Board has responsibility to:-

(a) Advise on strategies for achieving the Objectives of the Alliance;

(b) Review operational delivery of health and social services included within the pooled budget;

(c) Support operational delivery of the new integrated model of care;

(d) Ensure delivery of agreed improvement targets and trajectories;

(e) Develop consistent standards and operational procedures;

(f) Develop common systems for training;

(g) Establish common assurance systems;

(h) Align reporting and accountability; and

(i) Contribute to commissioning reviews and advise on changes required to commissioning specifications

3.2 The Operational Board will operate according to the following Alliance Principles:-

(a) Secure best value for the public sector in terms of outcomes per pound spent;

(b) Direct resources to the right place in order to adequately and sustainably fund the right care as defined by the new care model;

(c) Ensure that Salford's model of care is delivered coherently and services are not fragmented by organisational, professional or service boundaries;

(d) Reward positive outcomes for the population's health and wellbeing;

(e) Operate as a single, integrated high performance team and make decisions to achieve outcomes that are best for older people and the public;

(f) Encourage cooperative behaviour between themselves and engender a culture of Best for Project including no fault, no blame and no disputes;

(g) Ensure effective engagement with stakeholders when considering or planning service changes;

(h) Promote innovation and focus on the care and experience of service users and potential beneficiaries of integrated care;

(i) Work together on an open book basis (including cost transparency); and

(j) Share the risks and rewards associated with good or poor overall performance.

3.3 The members of the Operational Board recognise that the successful implementation of the Alliance will require strong relationships and an environment of trust, collaboration and innovation.

4 **Membership and Frequency of Meetings**

4.1 The Operational Board will be comprised of the following permanent parties:-

(a) Salford City Council (for Adult Care Services)

(b) Salford Royal NHS Foundation Trust

(c) Greater Manchester West Mental Health NHS Foundation Trust

4.2 In addition, commissioners (Salford NHS Clinical Commissioning Group, Salford City Council) and Salford LMC will attend for at least the first 12 months. At the end of this period, this arrangement will be reviewed and the Alliance Board will determine whether commissioners should withdraw from the Operational Board or whether this arrangement should be extended.

4.3 The members of the Operational Board are set out in Annex 1. Any party may remove or replace its Operational Board member at any time, subject to the consent of the Chair. Such consent will not be unreasonably withheld or delayed.

4.4 The Operational Board will be chaired by the Managing Director, Salford Healthcare Division (Salford Royal NHS Foundation Trust). Deputising arrangement will be agreed where the Chair is not available.

4.5 Meetings will usually be held 3-4 weekly, though the frequency may be varied subject.

4.6 It will be important that nominated members commit to attend the Operational Board. Where this is not possible, however, deputies can attend however they must be able to contribute and make decisions on behalf of the individual they are representing.

5 **Quorum and Decision-Making**

5.1 The Operational Board will be quorum providing one-third of the membership is in attendance, with at least two members from NHS Salford City Council, Salford Royal NHS Foundation Trust and Greater Manchester West Mental Health NHS Foundation Trust.

5.2 The Operational Board will aim to achieve a consensus for all decisions. Given the nature of the ICP, securing the support of *all partners* will be critical to the success of most of the changes required. In those circumstances where consensus cannot be

reached and a decision must be taken, the issue will be referred to the Steering & Finance Group and escalated to the Alliance Board where necessary.

6 Conflicts of Interest and Transparency

6.1 As commissioners and providers will be jointly establishing new models, careful consideration will need to be given to potential conflicts of interest.

6.2 It is recognised that some individuals have multiple roles (such as commissioners and providers) and more than one role on the Operational Board.

6.3 Members of the Operational Board are expected to conduct themselves in an appropriate manner. They must refrain from actions that are likely to create any real or perceived conflict of interest, save those that are inherent in the institutional interests of the organisations that members represent.

6.4 Conflicts of interest may arise where a member of the Operational Board has:-

(a) An institutional or financial interest in a specific service change that is being considered;

(b) A close personal or professional connection with any individuals that may be directly affected by proposed service changes.

6.5 A member of the Operational Board that has a material interest in an item being considered must disclose, to the Chair of the Operational Board, the nature of the interest at the meeting.

6.6 Depending on the topic under discussion and the nature of the conflict of interest, the member may be:-

(a) Allowed to remain in the meeting and contribute to the discussion;

(b) Allowed to remain in the meeting but asked to refrain from participating in the discussion, voting or attempting to influence any vote;

(c) Asked to leave the meeting for the duration of the item under consideration.

6.7 Information obtained during the course of the Programme must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The principle purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).

6.8 Members are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work of the Programme. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

6.9 Unless there is specific justification to withhold information, all papers and minutes associated with the Alliance will be deemed suitable to be made available in the public domain.

Annex 1 to Part 3 of Schedule 3: Operational Board Members

Salford Royal NHS Foundation Trust

- Managing Director, Salford Healthcare Division
- Assistant Director of Nursing Adult Community Services, Intermediate care, Palliative care team, Integrated TV service and Salford Care homes Practice
- Senior Manager, Intermediate Care and Adult Community Services

Salford City Council

- Assistant Director, Operational Services – Community, Health and Social Care
- Head of Social Work - Community Health and Social Care
- Principal Manager , Occupational Therapy & Independent Living Services - Community Health and Social Care
- Principal Manager Hospital Discharge Teams / Team Manager ASC Contact Team - Community Health and Social Care
- Principal Manager, Adult Social Care Integrated Teams (West) /ASC Contact Team – Community Health and Social Care

Greater Manchester West Mental Health NHS Foundation Trust

- Head of Operations for the Salford Directorate
- Assistant Director for Older People
- CMHT Team Leader

Salix Health Limited Company

- Medical Director
- A second nominated representative

Integrated Care Programme Management team

- Programme Manager for Integrated Care
- Clinical Lead
- Social Care Lead
- ICP Communications Manager
- Shared Care Project Manager

Commissioners / others in attendance:

- Head of Performance & Commissioning Support (NHS Salford Clinical Commissioning Group)
- Senior Project Manager, NHS Salford Clinical Commissioning Group)
- Assistant Director, Integrated Commissioning & Personalisation – Community, Health and Social Care (Salford City Council)
- Salford LMC representative

In Attendance: Administrator / PA to the Integrated Care Programme

PART 4: Delegated Decision-Making Framework

	Responsibility	Scope
Level 1	Partners to the Alliance Agreement to endorse	• Determination of the size of the Alliance pooled budget (including any planned in-year variations in expenditure that would require the total pooled resources to be increased) • Recurrent investment or disinvestment plans within the pooled budget that exceed £1m for individual service lines • Decisions that would materially, adversely impact on partners • Decisions that cannot be agreed through consensus or a majority vote within the Alliance Board • Formal extension of permanent membership of the Alliance • Material changes to the scope of the Alliance • Financial risk and benefit sharing framework • Annual refresh of the total pooled budget for integrated care
Level 2	Alliance Board to endorse	• Integrated Care service models, service specifications and associated funding envelope with each service / initiative • Set improvement targets and trajectories • Investment or disinvestment plans within the pooled budget that are less than £1m for individual service lines* • In-year non-recurrent investment or variations, providing these are within the overall value of the agreed pooled budget • Changes to payment mechanisms and contractual arrangements* (*see below regarding 'key decisions' and procurement)
Level 3	Steering & Finance Group to endorse	• Recommendations to the Alliance Board regarding changes to service models and costs • Use and variation of agreed Programme Management budget • Changes to Subgroups and establishment of Task-and-Finish Groups • Agree service level variations and changes, within the context of the agreed model and overall financial ceiling of the pooled budget, that are less than £100k or 10% of the agreed investment plan (whichever figure is lower) • Virement between service budgets
Level 4	Senior Commissioning Managers	• Service level investment variations, within the context of the agreed model and overall financial ceiling of the pooled budget , of £20-25k (dependent on the delegated limit for individuals) • Matters require urgent attention
Level 5	Service Managers	• Minor service variations or developments, within the scope of the agreed model and funding envelope

Key Decisions and Procurement of Services pertaining to Salford City Council

1.1 In accordance with Salford City Council's constitution and in order to promote transparency and openness, key decisions made by the Alliance Board will be published and subject to a democratic 'call-in' process..

1.2 A 'key decision' is one which is financially significant, in terms of spending or savings, for the service or function concerned (more than £350k) or which will have a significant impact on communities in two or more wards in Salford.

1.3 It is expected that all key decisions will be made taking to due account not only of the Alliance Principles but those set out in Salford City Council's constitution:

(a) Proportionality (meaning the action must be proportionate to the results to be achieved);

(b) Due consultation and the taking of appropriate advice;

(c) Respect for human rights;

(d) Presumption in favour of openness;

(e) Clarity of aims and desired outcomes;

(f) Due consideration to be given to alternative options

(g) Reasons for the decisions to be given provided there is no breach of confidentiality; and

(h) Wednesbury reasonableness, i.e. the decisions must be reasonable, having regard to all relevant matters and in disregard of all non-relevant matters.

1.4 All such decisions will be published on the internet and made available for inspection at the City Council's offices, giving at least 28 days for public scrutiny prior to the decision being enacted.

1.5 Within a period of five working days from the publication of a decision, a request to 'call-in' the decision may be initiated by either:

(a) Two elected members of Salford City Council's Adult Social Care Scrutiny Committee, or

(b) Three elected members of Salford City Council.

1.6 It is anticipated that call-in would only be used in exceptional circumstances:

(a) Elected members requesting a "call-in" of a decision must provide written evidence at the time of submission identifying why that a decision was not taken in accordance with the principles set out in the first paragraph on this form;

(b) The monitoring officer must be satisfied that the decision in question is more than "a day to day management or operational decision of the type normally taken by officers" such decisions should not normally be called in;

(c) The delay that would ensue as a consequence of calling in the decision in question would not cause prejudice to the interests of Salford City Council or partners.

1.7 Where a key decision is called-in, the decision will be reviewed by the Adult Services Scrutiny Committee. The Scrutiny Committee will either uphold the decision or make recommendations to the Alliance Board as to alternative action that should be considered.

1.8 Where decisions of the Alliance Board relate to the procurement of services by Salford City Council, the City Council's Procurement Board will:

(a) Approve expenditure and award contracts in excess of £100k. T

(b) Recommend expenditure and awards of contract over £1m to the City Mayor who can then take the decision. The only exception to this (in respect of approving expenditure only) will be where the Council has already approved expenditure through the capital programme budget; and

(c) Consider and approve applications for waivers and exemptions to Contractual Standing Orders.

Schedule 4

Summary of Deployment Plan for Salford's Integrated Care Model

Workstream	Action	Apr-14	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr-15	May	June	July
Community Assets	Develop and agree Sally Standards & Sally Friendly City Standards																
	Agree plan for implementation and implement Sally Standards & Sally Friendly City Standards																
	Rollout training to promote use and completion of Sally Wellbeing Plans																
	Continue to promote and support community development to better involve and support Sally																
	Determine co-ordination framework for 3rd sector activities																
Centre for Contact	Preparatory work for co-location for centre at Orbit House																
	Operational redesign work to support and implement co-location																
	Way 2 Wellbeing portal integrated to PLANs and Sally's Wellbeing Plan																
	Health Coaching - determine and support development of first tranche- low level mental health needs																
	Extend health coaching approach																
	Telehealth- project manager to develop 12 month plan																
	Implement telehealth and assistive technology 12 month plan																
Care homes & Housebound MDG	Finalise Care Homes standards and pilot in two Care homes																
	Prepare for and Initiate roll-out of standards																
	Review care plans for new admissions to residential and nursing homes.																

Workstream	Action	Apr-14	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr-15	May	June	July
MDGs	Embed MDGs in Swinton & Eccles																
	Roll-out to two additional neighbourhoods																
	Roll-out to last two neighbourhoods																
	City wide work on priorities: emergency admissions/readmissions and admissions to residential care homes																
Shared Care Record	Agree plan and funding																
	Commence upgrade of present system																
	Develop & implement shared care record																
	Develop short term solution for shared care plan in SRFT ESR and implement																
Charter & Standards	Develop charter and suite of standards to ensure key priorities of the model are linked and supported by working practices across all partners for maximum impact																
	Implement and embed standards in routine service delivery and ways of working																

Schedule 5

Review of Service Specifications

The Parties have agreed to establish a rolling programme to review the specifications for those services that are directly within the scope of the Integrated Care Programme (i.e. those included within the pooled budget).

The purpose of this review process is to ensure that there is appropriate alignment with the new integrated care model and the associated improvement measures.

Services have been prioritised for review, based on the following criteria:-

1. Contribution to the integrated care model
2. Planned investment within the Service and Financial Plan
3. Where specifications do not already exist

- Anticoagulant Service
- Community Disability Aids Store
- Community Geriatrician Service
- Community Palliative Care Services
- Day Care Services
- Diabetes Services
- District Nursing (and associated community services such as the tissue viability and the bladder & bowel services)
- Domiciliary Social Care
- Home Improvement Services
- Intermediate Care Services
- Mental Health Befriending Service
- Occupational Therapy Services
- Residential Care
- Social Worker Teams

As part of the annual work programme for the Alliance, the Parties will identify which service specifications require review over the subsequent 12 months.

Schedule 6

Safeguards relating to Referral Behaviour, Patient and Client Choice

1 Safeguarding Patient and Client Choice

1.1 The Parties have agreed a number of safeguards that are intended to safeguard patient and client choice.

2 Patient Choice of Acute Elective Provider

2.1 The Provider Participants have committed to implement the following safeguards:

i. Compliance with all current and future legislation or Department of Health guidance regarding patient choice of acute elective care provider;

ii. It will be made clear via displayed notices and letters to all patients / clients which services the Provider Participants have responsibility for. The Provider Participants will reinforce this in consultations where a referral is being made from one sector to another;

iii. Use of the Choose and Book system for acute elective care referrals;

iv. Provision of an appointment letter when a Provider Participant refers a patient for acute elective care, setting out the patient's right to a choice of provider, together with an explanation of the contents of the letter;

v. Compliance with any written directions Monitor may from time to time give for the purpose of securing compliance with the assurances; and

vi. Provision of information to the Commissioners to enable them to monitor the assurances, including referral patterns and complaints.

3 Patient Choice of Mental Health Provider

3.1 The Provider Participants have committed to implement the following safeguards:

i. Compliance with all current and future legislation or Department of Health guidance regarding the rights of patients to choose any clinically appropriate provider of mental health services for a first outpatient appointment;

ii. Referrers are required, under the Mental Capacity Act 2005, to support patients in making decisions about their care and treatment and requires all health professionals to take "all practicable steps" to help people make their own decisions, including patients with a mental impairment;

iii. It will be made clear via displayed notices and letters to all patients / clients which services the Provider Participants have responsibility for. The Provider Participants will reinforce this in consultations where a referral is being made from one sector to another;

iv. Where appropriate, use of the Choose and Book system for first outpatient referrals or to a preliminary mental health Clinical Assessment service;

v. Provision of an appointment letter when a Provider Participant refers a patient for a first outpatient appointment to a mental health provider, setting out (where appropriate) the patient's right to a choice of provider, together with an explanation of the contents of the letter;

vi. Compliance with any written directions Monitor may from time to time give for the purpose of securing compliance with the assurances; and

vii. Provision of information to the Commissioners to enable them to monitor the assurances, including referral patterns and complaints.

4 Choice of a Care Home

4.1 People using Adult Social Care who are assessed and require support in the form of permanent residential care are covered by the Choice Directive. This allows the individual to select a CQC registered care home which is capable of meeting their need and in which they will live permanently, subject to any change in circumstances requiring re-assessment and an alternative support arrangement.

4.2 Salford City Council is then obligated to meet the cost of the placement up to the value of the standard "local" rate determined by the Council, if the placement is within Salford. If the selected home is outside the Salford area the cost of the placement met by the Salford City Council will be the "local" rate agreed by the Local Authority where the home is located. The service user is subject to a individual financial assessment, to calculate their contribution to the cost of care.

5 Choice of a Care Home for individuals assessed as eligible for NHS Continuing Healthcare

5.1 Individuals who have undergone a formal assessment by Salford CCG and have been identified as eligible for NHS Continuing Healthcare (CHC) are able to choose a care home that has agreed the terms and conditions of the Northwest Framework Agreement for CHC. Care homes must be registered with CQC and are capable of meeting the complex and / or intensive needs of the individual.

5.2 Salford CCG will then pay for the care costs of the individual based on the locally agreed 'affordability threshold' and an assessment of need. The cost of care does not include sundries, toiletries and other costs for example hairdressing and the cost relating to privately arranged services for example podiatry.

5.3 If for any reason the care homes within the Framework Agreement cannot meet the needs of the individual, Salford CCG will then consider the options available and will establish that the care home of choice:

i. Is able to meet the specific needs of the individual;

ii. Can demonstrate it can deliver safe, harm free care; and

iii. Is 'best value' and an effective use of Salford CCG's resources.

6 Commissioner Safeguards

6.1 The Commissioners have committed to the following safeguards:-

i. Monitoring of referral patterns;

ii. Monitoring of the quality of choice being offered;

iii. Choice specifications built into new integrated pathways where appropriate;

iv. Compliance with any written directions the Department of Health or Monitor may require the purpose of securing compliance with assurances; and

v. Cooperation with competition authorities in respect of monitoring compliance with, and/or investigation into potential breaches, of the assurances.

Schedule 7

Open Book

1 Open Book Disclosure Obligations

1.1 The Parties agree to disclose Open Book Data subject to the provisions of this Schedule 7 (Open Book).

1.2 Any disclosure of Open Book Data shall be subject to:

(a) the Data Protection Act 1998;

(b) the provisions of Schedule 8 (Data Sharing);and

(c) if it is Confidential Information, the provisions of Schedule 9 (Confidentiality).

2 Categories of Open Book Data

2.1 The following defined terms have the meanings given to them below.

"Competition Sensitive Information"	means Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the Provider Participants and which that Provider Participant properly considers is of such a nature that it cannot be exchanged with the other Provider Participant(s) without a breach or potential breach of competition law;
"Open Book Data"	means, in relation to each Provider Participant, any data relating to the Alliance Objectives or the performance of the Provider Participant's obligations under any of the Services Contracts, whether or not such data is Confidential Information; and

"Confidential Data"	means all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement;

3 Disclosure of Open Book Data Between Provider Participants

Competition Sensitive Information

3.1 No Provider Participant shall disclose, or permit the disclosure of, any Confidential Data which is Competition Sensitive Information to the other Provider Participant(s) or to any Permitted Recipient of the other Provider Participant.

Open Book Data which is not Competition Sensitive Information

3.2 Subject to the other provisions of this Schedule 7 (Open Book), the Provider Participants shall during the Term of this Agreement share Open Book Data, but excluding Competition Sensitive Information. The Parties shall only disclose Open Book Data which is not Competition Sensitive Information to an employee, consultant or agent to the extent necessary for the performance of their obligations under this Agreement provided such disclosure is subject to obligations equivalent to those set out in this Agreement. Each Party shall be responsible to each other Party in respect of any disclosure or use of such Open Book Data by a person to whom disclosure is made.

4 Disclosure of Open Book Data Between Provider Participants and the Host Commissioner

Open Book Data

4.1 Each Provider Participant shall on request disclose and provide access, and shall permit the disclosure of and provision of access, to the Lead, and to any other Permitted Recipients of the Host Commissioner all Open Book Data, including Competition Sensitive Information including details of staffing, resources and costs.

Competition Sensitive Information

4.2 The Host Commissioner as a Receiving Party of a Provider Participant's Competition Sensitive Information shall be responsible for ensuring that such Competition Sensitive Information shall not be disclosed to the other Provider Participant(s) or to any member of such other Provider Participant's Group. The Host Commissioner shall only disclose Competition Sensitive Information to an employee, consultant or agent to the extent necessary for the performance of its obligations under this Agreement provided such disclosure is subject to obligations equivalent to those set out in this Agreement.

5 Provider Participant's Records and Accounts

5.1 Each Provider Participant shall:

(a) nominate an individual with specific responsibility for the preparation and maintenance of the financial and management Open Book Data that is available to the Host Commissioner and others pursuant to Paragraphs 4.1 and 4.2; and

(b) maintain and provide such Open Book Data in a form agreed with the Host Commissioner and shall provide any summary of such Open Book Data as may be required by the Host Commissioner in accordance with any agreed timescales.

5.2 Each Provider Participant shall maintain books of account relating to the provision of the Services and in so doing shall observe the requirements of UK Generally Accepted Accounting Practice.

5.3 Each Provider Participant shall retain all of its Open Book Data referred to in Paragraph 4.1(b) for a period of 6 years after its responsibilities for such property have otherwise been discharged and all other Open Book Data for a period of 6 years after the Term of this Agreement.

6 Audits, Checks, Inspections and Examinations

6.1 The Host Commissioner and their respective Staff shall each be entitled, on reasonable prior notice, to undertake financial, management and other audits, checks, inspections and examinations relating to this Agreement and/or the Services Contracts and the performance of any of the Services and/or any other obligations of a Provider Participant, or both of them, under this Agreement and/or

their respective Services Contracts. Such audits, checks and inspections may include, but shall not be limited to any examination of documents relating to expenditure and income in respect of the Services which are owned, held or otherwise within the control of the Provider Participants.

6.2 Each Provider Participant shall promptly provide the Host Commissioner and their Staff, as the case, may be, with all reasonable co-operation and with direct access to both its personnel (including those engaged in such Provider Participant's performance of this Agreement and its respective Services Contract) and its Open Book Data, whether or not it is Competition Sensitive Information, for the performance of any such audit, check, inspection and/or examination referred to in Paragraph 6.1. Such co-operation and access shall include, but not be limited to:

(a) ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to the Open Book Data during such inspection, audit or check;

(b) making, granting or procuring visibility of any documents and records forming part of the Open Book Data available for inspection and, at Provider Participant's cost, providing one copy of any such documents and records requested and, at the Host Commissioner's cost, granting copying facilities for the purposes of making any additional copies which the Host Commissioner may require; and

(c) providing support and assistance at its own facilities that the Host Commissioner staff may require in order to discharge their functions, including allowing use of suitable office accommodation where necessary.

7 Disputes

7.1 Any dispute arising from the application of this Schedule 7 shall be subject to the Dispute Resolution Procedure (Schedule 11). To the extent that this involves referral of the dispute to the Alliance Board, such referral to the Alliance Board shall be limited to disclosure of the principle involved, without the relevant Open Book Data which is the subject of the dispute, being disclosed, unless and except to the extent that such disclosure is permitted pursuant to this Schedule.

8 Compliance with Competition Laws

8.1 In complying with the terms of this Schedule 7 each Party shall ensure that any disclosure of Open Book Data does not breach competition laws.

Schedule 8

Data Sharing

1 Introduction

1.1 This Schedule 8 provides a means of establishing a standard for the sharing of information in respect of the Salford Integrated Care Programme and is intended to form the basis of a model of good practice for information sharing between the Parties to this Agreement in compliance with the Data Protection Act 1998 and the Caldicott 2 Principles.

1.2 This Schedule covers the sharing of information for any of the purposes listed in section 3.1 and comprises the common principles and procedures which will be adopted wherever and whenever the Parties to this Agreement have to share information for these purposes.

1.3 The Schedule is intended to cover the following types of data sharing:-

(a) Non Personal Data: Information that does not relate to people; e.g. information about organisations, natural resources and projects, or information about people that has been aggregated to a level that is not about individuals;

(b) De-Personalised Data: Information that relates to individuals, but where it is not possible to identify individuals from the information, whether in isolation or in conjunction with other information that the organisation holds; and

(c) Personal (Sensitive) Data: Information that relates to individuals where the individual can be identified from the data and also where the purpose of the sharing is for research purposes, including statistical or historical purposes. (Only the third situation falls within the remit of the Data Protection Act 1998 and benefits from a special exemption (Section 33 of the Act) which allows data to be used for research even if it was not collected for this purpose. Personal data held only for research purposes may also be kept indefinitely. Other data sharing situations (i.e. sharing of personal data for other than research purposes) should also be reviewed under Caldicott Principles and the Pseudonymisation Implementation Project. This includes statutory obligations to share data.

1.4 Where the agreement is for personal (sensitive) information all Parties must be registered with the Information Commissioner and have relevant purposes specified in their scope of registration. If there is any doubt about a Party's scope of registration the other Parties should satisfy themselves on this point by checking the on-line public register of data controllers:

http://forms.informationcommissioner.gov.uk/search.html

2 Aims

2.1 This Schedule provides a framework for the secure and confidential sharing of information between the Parties to the Agreement to:-

(a) Ensure service users / patients receive the health / social care services they require;

(b) Provide seamless and coordinated care;

(c) Work effectively and efficiently together to tailor services to the particular circumstances and requirements of each individual;

(d) Meet the needs for communities and individuals for care, protection and support; and

(e) Set out for service users / patients the reasons why information about them may need to be shared and how this sharing will be managed and controlled so that confidentiality is maintained.

3 Data Sharing Purpose

3.1 In order to achieve the Objectives of the Alliance, information will be shared to: -

(a) Facilitate discussion of individual patients/clients' needs across health and social care services in Salford:

- Establish best outcomes for each patient/client;
- Review appropriate onward referrals;
- Review appropriate pathway support; and
- Identify additional care opportunities to benefit the patient/client

(b) Analyse shared data sets to ensure the whole system care provided for the local community is meeting the current and predicted future needs for the Salford older peoples' population:

- Ensure Salford services are targeted to the needs of the Salford older peoples population; and
- Ensure effective use of resources to support the older people who are most at risk in relation to their health and wellbeing throughout Salford.

4 Information Sharing Principles

4.1 In seeking to share information, the Parties will adhere to the following principles:-

(a) Data will only be shared in a manner that is compliant with each Party's statutory responsibilities;

(b) Service users / patients and carers will be fully informed about information that is recorded about them and as a general rule, be asked for consent before information is shared with colleagues or another organisation. This consent should be clearly recorded;

(c) The rules regarding disclosure of information apply to service users who lack capacity to consent. Where appropriate consent should be obtained from the person with the legal authority to act on the person's behalf. The reasons for the final decision should be clearly recorded;

(d) The Parties will ensure that staff receive appropriate training around service users / patient confidentiality;

(e) Where professionals request that information supplied by them be kept confidential from the people who use services, the outcome of this request and the reasons for taking the decision will be recorded;

(f) Information will not be used for any other purposes or further shared without prior consent of the user; and

(g) Patient/client identifiable information will only be shared with those with a legitimate relationship to the patient/client through direct or implied consent.

Schedule 9

Confidentiality

1 Indemnity

1.1 Each Party shall hold harmless each of the other Parties and shall indemnify and keep indemnified each other Party, in full and on demand, against all Claims (and related costs, charges and reasonable legal expenses) which such other Party incurs or suffers, arising from any claim at law (including in negligence of any degree or other tort, or collateral contract or otherwise at law) by any Party for any indirect, incidental or consequential or other loss or damage of whatsoever kind, arising from any breach by other Parties of the obligations of confidentiality under Schedule 9 (Confidentiality) or otherwise.

2 General

2.1 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to the other Parties or any of them or otherwise permitting disclosure of it does not constitute a waiver of privilege or of any other rights which an Alliance Party may have in respect of such Confidential Information.

2.2 Each Party agrees to procure, as far as is reasonably practicable, that the terms of this Schedule 9 (Confidentiality) are observed by any successors, assigns or transferees of such Party's business or interests or any part thereof as if they had been party to this Agreement.

2.3 Nothing in this Schedule 9 (Confidentiality) shall affect the Parties regulatory obligations, including but not limited to the competition law of any jurisdiction which may be applicable.

Schedule 10

Rectification, Exclusion and Termination

1.1 This Schedule 10 sets out the circumstances in which one of the Parties may be excluded from the Alliance. These circumstances include:

(a) Wilful Default as more fully described in Clause 1.2 below;

(b) The termination of an underlying Service Contract; or

(c) An event of Insolvency affecting one of the Parties.

1.2 In cases where the default can be remedied then the affected participant will be given the opportunity to rectify the problem as set out in Clauses 1.4 to 1.7 below.

Wilful Default

1.3 In this Agreement the phrase **'Wilful Default'** means that one of the Parties has committed one of the following acts or omissions. The participant committing the act is called the **'Defaulting Participant'**. The acts or omissions are:

(a) an intentional or reckless act or omission by the Defaulting Participant or any of its officers or representatives appointed to the Alliance Board or the Operational Board which that Defaulting Participant or any of its officers or representatives appointed to the Alliance Board or an Operational Board knew or ought reasonably to have known:

(i) was wrong;
(ii) would likely have harmful consequences; or
(iii) was a breach of an Alliance Principle;

(b) an intentional or reckless act or omission by the Defaulting Participant or any of its officers or representatives appointed to the Alliance Board or an Operational Board without regard to the possible harmful consequences arising out of the act or omission;

(c) an intentional failure by the Defaulting Participant or any of its officers or representatives appointed to the Alliance Board or an Operational Board to act in good faith as required under this Agreement;

(d) a repudiation of this Agreement by the Defaulting Participant;

(e) a failure by the Defaulting Participant to honour an indemnity provided under this Agreement;

(f) a failure by the Defaulting Participant to pay moneys due under this Agreement within 14 days of being directed to do so in writing by the Alliance Board;

(g) a fraudulent act or omission by the Defaulting Participant or any of its officers or representatives appointed to the Alliance Board or an Operational Board;

(h) an intentional failure of, or refusal by, the Defaulting Participant, to effect and maintain an insurance policy which it is obliged to effect and maintain under this Agreement or at law; or

(i) an intentional or reckless breach of a confidentiality obligation, or other obligation, in Schedule 9 although this does not mean any innocent or negligent act, omission or mistake the Defaulting Participant or any of its officers, employees or agents acting in good faith.

Opportunity to Rectify Default

1.4 If at any time the Alliance Board considers that any Party to this Agreement is in Wilful Default, then the Alliance Board may call a meeting to decide what action it may take for the good of the Alliance ('**Rectification Meeting**'). Any meeting called under this Clause 1.4 will be conducted in accordance with Schedule 3 (Governance). The Parties agree that they will attend all Rectification Meetings.

1.5 At a Rectification Meeting, the Parties will all discuss the reasons why the Defaulting Participant is failing to comply with its obligations under this Agreement. The Alliance Board will have an opportunity to explain why it has called the Rectification Meeting and the Defaulting Participant will have an opportunity to explain why it is so failing. The other parties to this Agreement will also have an opportunity to give their views.

1.6 If by the end of the Rectification Meeting the Alliance Board considers that an action needs to be taken in order to ensure that the best possible services are being provided to the people within Salford, then the Alliance Board may issue a notice setting out the actions or directions that the Defaulting Participant will take (a '**Rectification Notice**'). The Alliance Board will always make sure that any actions or

directions given under a Rectification Notice are given for Best for Service reasons. The Parties agree that, if any one of the Parties is the Defaulting Participant, the Parties will carry out the actions or directions given under the Rectification Notice.

Further Rectification or Exclusion

1.7 If the Defaulting Participant fails to properly carry out the actions or directions set out under a Rectification Notice then the Alliance Board may call a further meeting in the same way as set out in Clause 1.4. If by the end of that further Rectification Meeting, the Alliance Board is still concerned that the Defaulting Participant is preventing the people within Salford from receiving the best service reasonably possible, then the Alliance Board may issue a further Rectification Notice or a notice advising that the Defaulting Participant is to be excluded from the Alliance (an '**Exclusion Notice**'). In such circumstances the Defaulting Participant is referred to in this Schedule 10 as an '**Excluded Participant**'.

Additional Grounds for Exclusion

1.8 The Commissioners may serve an Exclusion Notice on any of the Provider Participants at any time if such Provider Participant's Service Contract is terminated for any reason or if any of the Provider Participants are subject to an act of Insolvency.

Consequence of Exclusion

1.9 In such circumstances the Defaulting Participant is referred to in this Schedule 10 as an '**Excluded Participant**'. Upon service of an Exclusion Notice by the Commissioners:

(a) any Services Contract to which the Excluded Participant is a party may be terminated by the relevant Commissioner and such termination shall be deemed to have effect from the date of the relevant Exclusion Notice and the Excluded Participant shall have no further rights, obligations or liabilities thereunder save as is/are specifically provided in that the relevant Services Contract.

(b) The non-defaulting Parties shall provide the other Parties (excluding the Excluded Participant) with such assistance as the Alliance Leadership Board may determine, and all the Parties (including the Excluded Participant) shall mitigate any costs and/or losses arising in connection with the exclusion of

any Excluded Participant from the Alliance.

(c) Clauses 1.9(a) and 1.9(b) shall apply without prejudice to the rights, remedies and obligations of any of the Parties which have accrued up to the date an Exclusion Notice comes into effect.

(d) The Excluded Participant shall immediately return to the Commissioners or the other Parties (as the case may be) (or, if the Commissioners or the other Parties so request by notice in writing, destroy) all property of the Commissioners or the other Parties (as the case may be) in its possession at the date of exclusion, including all , together with all copies of such and shall certify that it has done so, and shall make no further use of such , save as specifically permitted under this Agreement.

Compensation on Exclusion

1.10 No compensation shall be payable to a Party which is excluded under any provision of this Agreement.

Schedule 11

Dispute Resolution Procedure

1 Avoiding and Solving Disputes

1.1 The Parties commit to working cooperatively to identify and resolve issues to their mutual satisfaction so as to avoid all forms of dispute or conflict in performing their obligations under this Agreement.

1.2 The Parties believe that:

(a) by focusing on the Alliance Objectives, the agreed Alliance Principles and the Outcomes and Indicators;

(b) being collectively responsible for all risks; and

(c) fairly sharing risk and rewards

reinforce the Parties' commitment to avoiding disputes and conflicts arising out of or in connection with the Salford Integrated Care Programme and the Alliance.

1.3 The Parties shall promptly notify each other of any dispute or claim or any potential dispute or claim (each a '**Dispute**') when it arises.

1.4 In the first instance the Steering & Finance Group shall seek to resolve any Dispute to the mutual satisfaction of each of the Parties. If the Dispute cannot be resolved by the Steering & Finance Group within [7] Business Days of the Dispute being referred to it, the Dispute shall be referred to the Alliance Board for resolution.

1.5 The Alliance Board shall deal proactively with any Dispute on a Best for Project basis in accordance with this Agreement so as to seek to reach unanimous resolution. If the Alliance Board reaches a decision that resolves, or otherwise concludes a Dispute, it will advise the Parties of its decision by written notice. Any decision of the Alliance Board will be final and binding on each of the Parties.

1.6 The Parties agree that the Alliance Board, on a Best for Project basis, may determine whatever action it believes is necessary including the following:

(a) If the Alliance Board cannot resolve a Dispute, it may select an independent facilitator to assist with resolving the Dispute; and

(b) The independent facilitator shall:

(i) be provided with any information he or she requests about the Dispute;

(ii) assist the Alliance Board to work towards a consensus decision in respect of the Dispute;

(iii) regulate his or her own procedure and, subject to the terms of this Agreement, the procedure of the Alliance Board at such discussions;

(iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 15 Business Days of the independent facilitator being appointed; and

(v) have its costs and disbursements met by the Parties.

(c) If the independent facilitator cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 11 and only after such further consideration again fails to resolve the Dispute, the Alliance Board may decide to:

(i) terminate the Alliance and this Agreement; or

(ii) agree that the Dispute need not be resolved.