NHS SALFORD CLINICAL COMMISSIONING GROUP

and

SALFORD CITY COUNCIL

PARTNERSHIP AGREEMENT RELATING TO INTEGRATED HEALTH AND CARE COMMISSIONING ARRANGEMENTS
THIS AGREEMENT is dated 2019

PARTIES

(1) Salford Clinical Commissioning Group of 7th Floor, St James’s House, Pendleton Way, Salford. M6 5FW (the “CCG”); and

(2) Salford City Council of the Civic Centre, Chorley Road, Swinton, Salford, M27 5DA (the “Council”).

Together the “Partners”

BACKGROUND

(A) The Council is the Local Social Services Authority for Salford within the meaning of the Local Authority Social Services Act 1970 and has responsibility for commissioning and/or providing social care and public health services on behalf of the population of the Metropolitan Borough of Salford.

(B) The CCG is a statutory body comprising members who are general practices, created pursuant to the National Health Service Act 2006 (“the NHSA 2006”) as amended by the Health and Social Care Act 2012 (“HSCA 2012”) and has the responsibility for commissioning defined healthcare services for persons registered with its members and unregistered persons who usually reside within its geographic boundary.

(C) The Salford Health and Wellbeing Board has adopted the Salford Locality Plan (the “Locality Plan”) as the key strategic plan which underpins the transformation of health care, social care and public health in the City of Salford.

(D) The Locality Plan sets out how Salford will meet the challenges of unprecedented financial pressure and increasing service demand, as well as challenges with regard to quality and performance of services, and persistently poor population health outcomes. The Locality Plan includes a clear statement of intent to explore closer working, through integrated commissioning. A move towards Integrated Commissioning was also recommended as a result of the Greater Manchester (GM) Health and Social Care Partnership review of commissioning arrangements.

(E) Salford City Council (SCC) and Salford CCG (SCCG) have a long and successful history of integrated commissioning for health and social care.

(F) Pooled budgets have been in place since 2001 for areas such as learning difficulties and community equipment, and from 2009 intermediate care. There are also
integrated commissioning arrangements in place, although without a pooled budget, for services such as mental health.

(G) An integrated commissioning team was established in 2010, comprising joint commissioning roles across health and social care, to ensure high quality, efficient and effective services for residents. This team covers areas such as mental health, learning difficulties, carers, advocacy, social care, etc and works closely with organisation specific teams. These arrangements play an important role in enabling good practice to be implemented for the benefit of all our residents.

(H) In 2014 the Older People’s pooled budget was established – with a value of £112m. This was followed in 2016 by significantly increased pooling in adults to a value of £240m, extending the scope of the pool. The adults’ pool now covers a range of services and service providers. The Integrated Adult Health and Social Care Commissioning Joint Committee (ICJC) was formed to govern this pooled commissioning budget, ensuring that decisions were taken jointly by the Council and CCG. In 2018 adult public health spend was added to the integrated commissioning arrangements.

(I) In March 2018, SCC and SCCG agreed to explore in-principle the development of a single integrated health and social care fund for children’s, public health, adults and primary care spend between the two organisations. During 2018/19, detailed financial, legal, governance and decision making arrangements, and other technical support plans, have been developed to give effect to this decision from 1 April 2019.

(J) Section 75 of the NHSA 2006 contains powers enabling NHS bodies (as defined in Section 275 of the NHSA 2006) to exercise certain local authority health-related functions and for local authorities to exercise certain NHS functions. Section 75(2)(a) of the NHSA 2006 gives powers to NHS bodies and local authorities to establish and maintain a fund which is made up of contributions by one or more NHS bodies and one or more local authorities and out of which payments may be made towards expenditure incurred in the exercise of both prescribed functions of the NHS body or bodies and prescribed health-related functions of the local authority or local authorities. The Partners are entering into this Agreement in the exercise of the powers under Section 75 of the NHSA 2006 and the NHS Regulations 2000 to the extent necessary to enable the arrangements described in this Agreement to take place.

(K) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish an integrated commissioning arrangement
through which the Partners can secure the future provision of health, social care and public health services by creating a governance framework for integrated decision-making and an Integrated Health and Care Fund ("IHCF").

(L) This Agreement, together with the Financial Framework, is the means through which the Partners will establish and manage the IHCF and Approved Budgets, to commission the delivery of those Services described at Schedule 3. In order to ensure integration of the commissioning of health, social care and public health services for Salford, the IHCF will include:

- those elements of each Approved Budget which can legally be “pooled” under “pooled fund arrangements” entered into pursuant to Section 75(2)(a) of the NHS Act 2006 and Regulation 7 of the NHS Regulations 2000 and which the Partners have determined or shall determine will be pooled ("the Pooled Budget"); and
- those elements of each Approved Budget that cannot legally be “pooled” under “pooled fund arrangements” entered into pursuant to Section 75(2) of the NHS Act 2006 and Regulation 7 of the NHS Regulations 2000 and which the Partners have determined or shall determine will be aligned; and those elements of each Approved Budget that can be legally “pooled” under “pooled fund arrangements” entered into pursuant to Section 75(2)(a) of the NHS Act 2006 and Regulation 7 of the NHS Regulations 2000 which the Partners have determined shall not be pooled but will be aligned; ("Aligned Budgets");

Indicative figures for the IHCF for the period from 1 April 2019 to 31 March 2024 are set out at Schedule 6 to this Agreement.

(M) The aims and outcomes of the Partners in entering into this Agreement are to establish:

- arrangements for the integrated commissioning of health, social care and public health services for adults, children and primary care to better meet the needs of the people of the City of Salford than if those services were commissioned separately by the CCG and Council; and
- an integrated health and care fund which will consist of a pooled budget and aligned budget for adults’, children’s and primary care services.
The Partners have a shared vision and common purpose for the health and care services expressed in the Locality Plan. The Partners consider that clear benefits will be seen by the residents of the City of Salford through the improvements that integrated commissioning will bring:

- Most importantly, through more integrated decision making the Partners will be able to ensure the coordinated and proactive care essential to achieve the population health outcomes we have agreed and to meeting the needs of our growing and ageing population. Integrated care is most easily achieved when planning, decision making and investment decisions are also unified.

- Integrated planning, decision making and budgeting will protect ever scarcer resources – ensuring we can protect front line services for the benefits of residents. A joint approach to investment in adult social care, through a pooled budget and single integrated commissioning team, has already protected at least £20m of social care services in the city every year. Without the pooled arrangements these crucial services would have been lost to the City of Salford. The risk of increasing demand for these services will now be shared by the Council and CCG.

- Whilst the Council and CCG increasingly work together on the commissioning of services there is more still to be done to ensure all services experienced by Salford residents are seamless.

- Joint funding and decisions contribute towards better services – however this it is not in itself sufficient. If the Partners are to play a clear strategic role in shaping health and care services in the future, then being able to respond to the scale and pace of change, having clarity in our relationships with providers, and exerting influence at Greater Manchester level, will all be strengthened if the Partners act with a single voice.

- Nearly all patient journeys involve a mixture of elements from voluntary, social, primary, community, secondary and specialist care. The quality, safety and outcomes of the patient experience have never been more dependent on systems working well together. This is more likely with integrated commissioning.

- Further integration will enhance the opportunity for both democratic and clinical involvement in a wider range of decisions. Elected members bring a strong democratic voice, local passion and perspective. GPs’ time is focused on meeting the needs of local people. Both have strong local insight and understanding. Bringing the two perspectives together (from the Council and
CCG respectively), alongside wider clinical and professional expertise across the system will provide the opportunity to ensure all resource and service decisions benefit from the combined perspective. Bringing democratic and clinical decision making closer together, will also simplify decision making, reduce bureaucracy and directly benefit residents.

- Arrangements for the integrated commissioning of health, social care and public health services will better meet the needs of the people of the City of Salford than if those services were commissioned separately by the CCG and Council.

(O) The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the NHSA 2006 and/or the NHS Regulations 2000, as applicable, to the extent that exercise of these powers is required for this Agreement.

(P) The Partners acknowledge that they are also responsible for In View Services (which fall outside the arrangements set out in this Agreement). The Partners common objective, however, is to collaborate in the exercise of their respective functions so that such In View Services are commissioned and delivered in a manner that supports the integrated commissioning arrangements set out in this Agreement.

(Q) The Partners acknowledge that in addition to these Partnership Arrangements Salford Best Value Programme is a joint programme established by the Partners to identify, develop and implement service change to deliver efficiencies to close the financial gap between income and costs. Focus is on “transformational” change to deliver the triple-objective of improving patient outcomes, ensuring value for money, and containing future growth. Cuts to service budgets is not a programme objective; however, the scale of service change required will inevitably result in some budget reductions. An “invest to save” Best Value Programme transformation fund of £4m has been established to support the service change and programme development of children’s services in order to help reduce overspend in such services. This non recurrent funding has been set aside by the CCG to support the redesign of services and reduce costs across the system. Approval for the transformation fund will be through CCG governance, as the funding is within In View Services and does not fall within the Integrated Health and Care Fund. Any CCG approval will require the CCG’s approval of a plan that:

- ensures financial sustainability, better outcomes and future-proofing for all service developments;
• demonstrates a workforce plan that clearly identifies all relevant people and associated costs;
• contains a persuasive benefits realisation proposal;
• has a clear plan for measuring, tracking, reporting and monitoring outcomes together with a clear exit plan.

The draw down of transformation funding will be reported to the Children’s Commissioning Committee as set out in the Financial Framework at Schedule 10.

AGREED TERMS

1 DEFINITION AND INTERPRETATION

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

Accountable Officer: means the officer of the CCG performing the role set out at Schedule 1A part 2 NHSA 2006;

Administration Partner: has the meaning set out in Clause 8.6.

Adults’ Services: means services listed as such at Schedule 3 of this Agreement which will be the subject of Commissioning Decisions relating to the achievement of health and social care outcomes and in respect of which services may be commissioned by the Partners using monies from the relevant Approved Budget under the arrangements set out in this Agreement.

Adults’ Commissioning Committee: the committee whose membership and proceedings are governed by the Adult Commissioning Committee TOR. Such committee shall act as a joint committee of the Partners in respect of the administration of the Pooled Budgets, a committee of the Governing Body of the CCG with Council membership or as a venue for decision making by the relevant Officer in respect of Retained Decisions related to Adults’ Services.

Adults’ Commissioning Committee TOR: means the Terms of Reference set out at Schedule 7.

Advisory Board: means a non-decision making group of individuals (which for the avoidance of doubt could include individuals from relevant provider organisations) formed to provide recommendations to the CCG and/or the Council on any matter relevant to the Partnership Arrangements.
**Agreement:** means this agreement between the CCG and the Council comprising these terms and conditions together with all Schedules attached to it.

**Aligned Budget(s):** means

- those elements of each Approved Budget within the Integrated Health and Care Fund that cannot legally be “pooled” under “pooled fund arrangements” entered into pursuant to Section 75(2)(a) of the NHS Act 2006 and Regulation 7 of the NHS Regulations 2000 and which the Partners have determined or shall determine will be aligned; and
- those elements of each Approved Budget within the Integrated Health and Care Fund that can be legally “pooled” under “pooled fund arrangements” entered into pursuant to Section 75(2)(a) of the NHS Act 2006 and Regulation 7 of the NHS Regulations 2000 which the Partners have determined shall not be pooled but will be aligned.

The aligned budgets shall (for the purposes of decision making only) be divided into:

(a) CCG Aligned Budget Decisions; or
(b) Aligned Budget Retained Decision(s).

The elements of the Services that fall within the Aligned Budget are indicated at Schedule 3.

**Aligned Budget Retained Decision:** means expenditure to be made from the Aligned Budget in respect of Services where the Partners are to make Commissioning Decisions in relation to a Retained Decision by an Officer as set out at Schedule 4 and/or in the relevant TOR.

**Approved Budget:** means the plan for financial expenditure for a given financial year for each Service as approved by the Council and the CCG Governing Body.

**Approved Expenditure:** means any expenditure relating to Services (whether set out in a contract or other written confirmation), as approved by the relevant Committee or the Health and Care Commissioning Board.

**Best Value:** means the Council’s duty to make arrangements to secure continuous improvement in the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness as required by the Local Government Act 1999.

**Best Value Programme:** means the CCG’s programme as described in section Q of the Background section of this Agreement.
**CCG Aligned Budget Decision:** means a decision in respect of expenditure to be made from the Aligned Budget in respect of Services where that decision is made by way of a Committee of the Governing Body of the CCG on which there is Council representation.

**CCG’s Financial Contribution:** means the CCG’s financial contribution to the Integrated Health and Care Fund for the relevant Financial Year. The CCG’s indicative Financial Contribution for the First Financial Year is set out in Schedule 6 to this Agreement.

**CCG’s NHS Functions:** means those functions of the CCG necessary for the administration of the Services including but not limited to those functions listed in Regulation 5 of the NHS Regulations 2000. Such functions are listed in Schedule 2 to this Agreement and are to be administered in accordance with this Agreement and commissioned out of the Integrated Health and Care Fund.

**CCG Statutory Duties:** means the duties of the CCG pursuant to Sections 14P to 14Z2 of the NHS Act 2006.

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

**Chief Finance Officer:** means in relation to the Council, the officer who is designated under Section 151 of the Local Government Act 1972 as the suitably qualified officer responsible for the proper administration of SCC’s financial affairs. In relation to the CCG the officer of the CCG appointed to the role of chief finance officer (or equivalent title) from time to time.

**Children’s Services:** means services listed as such at Schedule 3 of this Agreement which will be the subject of Commissioning Decisions relating to the achievement of health and social care outcomes and in respect of which services may be commissioned by the Partners using monies from the relevant Approved Budget under the arrangements set out in this Agreement.

**Children’s Commissioning Committee:** the committee whose membership and proceedings are governed by the Children’s Commissioning Committee TOR. Such committee shall act as a joint committee of the Partners in respect of the administration of the Pooled Budget, a committee of the Governing Body of the CCG with Council membership in respect of Aligned Budgets, or as a venue for decision
making by the relevant Officer in respect of Retained Decisions related to Children’s Services.

**Children’s Commissioning Committee TOR:** means the Terms of Reference set out at Schedule 7.

**Children’s Scrutiny Panel:** means the Overview and Scrutiny Committee of that name established by the Council under Section 9F of the Local Government Act 2000.

**Children’s Services Council In-House Provision:** means those Children’s Services that at the Commencement Date are provided by the Council.

**Commencement Date:** means 1 April 2019

**Commissioning:** means a systematic process of understanding need and utilising intelligence, evidence and engagement to influence, design, plan services and the procurement, selection and contract management of the delivery by service providers of high quality, and efficient services and support which meet the needs and improve outcomes for the populations for which the Partners are responsible.

**Commissioning Decision:** means a decision in relation to the Services (or any of the Services) taken or to be taken by the Partners, the Health and Care Commissioning Board, any of the Committees, or an Officer as described in the Decision Matrix and/or falling within (in respect of any Committee or the Health and Care Commissioning Board) the relevant TOR. “Commissioning Decisions” shall be construed accordingly.

**Committee:** means the Adults’ Commissioning Committee, the Children’s Commissioning Committee or the Primary Care Commissioning Committee as applicable.

**Committees:** means the Adults’ Commissioning Committee, the Children’s Commissioning Committee and the Primary Care Commissioning Committee.

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

(a) which comprises Personal Data, Special Categories of Personal Data and/or Personal Data covered by Article 10 of the GDPR or which relates to any Service User or his treatment, care plan or medical history;
(b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or which is a trade secret.

**Council's Financial Contribution:** the Council's financial contribution to the Integrated Health and Care Fund for the relevant Financial Year. The Council's indicative Financial Contribution for the First Financial Year is set out in Schedule 6 to this Agreement.

**Council's Health-Related Functions:** means those functions necessary for the administration of the Services including but not limited to the Council’s health-related functions listed in Regulation 6 of the NHS Regulations 2000. Such functions are listed in Schedule 1 to this Agreement and are to be administered in accordance with this Agreement and commissioned out of the Integrated Health and Care Fund.

**Data Protection Legislation:** means any legislation in force from time to time in England relating to data protection, privacy, the use of information relating to individuals and/or the information rights of individuals, including, without limitation:

(a) the GDPR;
(b) the Data Protection Act 2018 (“DPA 2018”);
(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
(d) the Law Enforcement Directive (Directive (EU) 2016/680);
(e) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699);
(f) all applicable laws and regulations relating to processing personal data and privacy, including the statutory guidance and statutory codes of practice issued by the Information Commissioner, where applicable.

in each case as amended, superseded or replaced from time to time.

While the GDPR has direct effect in the UK, where any definition in the GDPR is added to or modified by the DPA 2018, then any provision or definition in the GDPR shall be read subject to such additions or modifications, save where such additions or modifications produce a provision or definition that is incompatible with the relevant provision or definition in the GDPR, in which case the relevant provision or definition in the GDPR will prevail.

When the GDPR no longer has direct effect in the UK, where any provision or definition in the GDPR is added to or modified by the DPA 2018, then the provision or
definition in the GDPR shall be read subject to such additions or modifications, including where such additions or modifications produce a provision or definition that is incompatible with the provision or definition in the GDPR;

**Decision Matrix:** means the matrix set out at Schedule 5 that indicates whether Commissioning Decisions or recommendations in relation to the Services (or any of the Services) are (without prejudice to any Reserved Matter and without prejudice to any Retained Matter) to be made by:

- The CCG (by its Governing Body) or the Council (by its City Mayor);
- The Health and Care Commissioning Board;
- A Committee;
- An Officer as indicated; or
- An Advisory Board

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

**Disabled Facilities Grant:** a means-tested grant that enables the home of disabled homeowners and private tenants to be adapted to meet their needs by such homeowners/tenant or the grant from government to the Council that funds the grant given to homeowners.

**Disclosing Party:** means the Party that provides and discloses Confidential Information to the Receiving Party;

**Dispute Resolution Procedure:** the procedure set out in Clause 23;

**EIR:** means the Environmental Information Regulations 2004, together with any statutory guidance or statutory codes of practice issued by the Information Commissioner or relevant government department concerning this legislation;

**Financial Contributions:** means the financial contributions made by each Partner to the Integrated Health and Care Fund in any Financial Year or as the context permits the financial contributions made by each Partner to an Approved Budget. “Financial Contribution” shall be construed accordingly. The indicative Financial Contributions for the First Financial Year are set out in Schedule 6 to this Agreement.
**Financial Framework:** means the separate detailed financial management arrangements agreed between the Partners in relation to the Integrated Health and Care Fund as amended from time to time. This shall include the Risk Share for each Financial Year. A copy of the Financial Framework which has been agreed as at the date of this Agreement is attached at Schedule 10.

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

**First Financial Year:** means 1 April 2019 to 31 March 2020.

**FOIA:** the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any statutory guidance or statutory codes of practice issued by the Information Commissioner or relevant government department concerning this legislation.

**Force Majeure Event:** means one or more of the following:

(a) war, civil war (whether declared or undeclared), riot or armed conflict;
(b) acts of terrorism;
(c) acts of God;
(d) fire or flood;
(e) industrial action;
(f) prevention from or hindrance in obtaining raw materials, energy or other supplies;
(g) any form of contamination or virus outbreak; and
(h) any other event;

in each case where such event is beyond the reasonable control of the Partner claiming relief.

**GDPR:** means the General Data Protection Regulation (EU) 2016/679.

**Guidance:** means any binding guidance issued by the UK government from time to time;

**Health and Care Commissioning Board:** means the committee whose membership and proceedings are governed by the Health and Care Commissioning Board TOR. Such committee shall act as a joint committee of the Partners in respect of the administration of the Pooled Budget, a committee of the Governing Body of the CCG
with Council membership in respect of Aligned Budgets, or as a venue for decision making by the relevant Officer in respect of Retained Decisions related to any matter under consideration by the Health and Care Commissioning Board, including but not limited to any Reserved Matter reserved to the Health and Care Commissioning Board.

**Health and Care Commissioning Board TOR:** means the Terms of Reference set out at Schedule 7.

**Health and Social Care Scrutiny Panel:** means the Overview and Scrutiny Committee of that name established by the Council under Section 9F of the Local Government Act 2000.

**Health and Wellbeing Board:** means the Salford Health and Wellbeing Board established by the Council pursuant to section 194 of the Health and Social Care Act 2012 to improve integration between practitioners in health care, social care, public health and related public services and which is responsible for leading on reducing health inequalities.

**IHCF:** means the Integrated Health and Care Fund (see definition of Integrated Health and Care Fund below).

**In View Services:** means those services of the CCG or the Council set out at Schedule 4 being services that fall outside the arrangements set out in this Agreement.

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

**Information:** has the meaning given under section 84 of FOIA.

**Information Governance Protocol:** means the separate Information Sharing Protocol to be agreed between the Partners that describes the information flows required, and anticipated, to be exchanged between the Partners in respect of the execution of the Partners’ responsibilities under this Agreement and how the Partners will share Information (including Personal Data, Special Categories of Personal Data and Personal Data covered by Article 10 of the GDPR).

**Integrated Health and Care Fund (“IHCF”):** means Partner’s health, social care and/or public health budgets relating to the Services, comprising the Approved
Budgets for Adults’ Services, Children’s Services and Primary Care Services, which include:

- those budgets which can legally be “pooled” under “pooled fund arrangements” entered into pursuant to Section 75(2)(a) of the NHS Act 2006 and Regulation 7 of the NHS Regulations 2000 comprising those services falling under the CCG’s NHS Functions or the Council’s Health Related Functions which the Partners have determined or shall determine will be pooled ("the Pooled Budget");

- those budgets that:
  - cannot legally be “pooled” under “pooled fund arrangements” entered into pursuant to Section 75(2)(a) of the NHS Act 2006 and Regulation 7 of the NHS Regulations 2000 and which the Partners have determined or shall determine will be aligned and
  - Those budgets that can be legally “pooled” under “pooled fund arrangements” entered into pursuant to Section 75(2)(a) of the NHS Act 2006 and Regulation 7 of the NHS Regulations 2000 which the Partners have determined shall not be pooled but will be aligned; ("Aligned Budgets");

The detailed financial management arrangements which govern the Integrated Health and Care Fund are set out in the Financial Framework.

**Joint Committee:** a joint committee established pursuant to regulation 10(2) of the NHS Regulations 2000.

**Joint Procurement Policy:** the joint procurement policy agreed between the Partners from time to time to apply to all decisions of the Committees and the Health and Care Commissioning Board. The agreed joint procurement policy at the date of this Agreement (if any) is set out at Schedule 11.

**Law:** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body.

**Locality Plan:** means the Salford Locality Plan adopted by the Salford Health and Wellbeing Board as updated and amended from time to time.

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

Month: means a calendar month.

National Conditions: means the national conditions set out in the NHS England Better Care Fund planning guidance as amended or replaced from time to time.

NHSA 2006: means the National Health Service Act 2006.

NHS England: means the National Health Service Commissioning Board established under section 1H of the NHSA 2006.


NHS Standard Form Contract: means the template form of contract issued from time to time by NHS England and mandated for use when commissioning certain services by the CCG.

Officer: an officer of the Council or the CCG as applicable.

Operational Staff: means any member of staff (whether employee, contractor or agent) of either Partner with responsibility for making decisions relating to individual Service User’s care packages.

Outcomes: means the strategic priorities set out in the Locality Plan, which are to be delivered through this Agreement.

Overspend: means any expenditure by either or both Partners (whether Approved Expenditure or otherwise) on the Services (or any part thereof) or otherwise pursuant to this Agreement, to the extent that it exceeds the corresponding Approved Budget (or the relevant part of the Approved Budget, as applicable).

Partner: means either the CCG or the Council, and “Partners” shall be construed accordingly.

Partnership Arrangements: means the arrangements made between the Partners under this Agreement.

Permitted Expenditure: means expenditure on health and social care commissioning for the population of Salford. This must be in line with the approved Locality Plan.

Personal Data: has the same meaning as set out in the GDPR.
Pooled Budget: means those elements of each Approved Budget within the Integrated Health and Care Fund which can legally be “pooled” under “pooled fund arrangements” entered into pursuant to Section 75(2)(a) of the NHS Act 2006 and Regulation 7 of the NHS Regulations 2000 and which the Partners have determined or shall determine will be pooled. The element of the Services that fall within the Pooled Budget are indicated at Schedule 3.

Commissioning Decisions in relation to the Pooled Budget shall be made as described at Clause 5 and in the Decision Matrix: set out at Schedule 5.

Pre-Existing Contracts: means the services contracts entered into by each of the Partners prior to the date of this Agreement to commission one or more of the services listed at Schedule 3 (excluding any In View Service), a list of which has been agreed by the Partners at Schedule 12. “Pre-Existing Contract” shall be construed accordingly.

Previous Section 75 Agreement: the partnership agreement between the Partners relating to a pooled budget for integrated health and social care for adults with a commencement date of 1 April 2016.

Primary Care Services: means services listed as such at Schedule 3 of this Agreement which will be the subject of Commissioning Decisions relating to the achievement of health and social care outcomes and in respect of which services may be commissioned by the Partners using monies from the relevant Approved Budget under the arrangements set out in this Agreement.

Primary Care Commissioning Committee: the committee whose membership and proceedings are governed by the Primary Care Commissioning Committee TOR. Such committee shall act as a committee of the Governing Body of the CCG with Council membership in respect of Aligned Budgets, or as a venue for decision making by the relevant Officer in respect of Retained Decisions related to Primary Care Services.

Primary Care Commissioning Committee TOR: means the Terms of Reference set out at Schedule 7.

Provider: means a provider of any Services commissioned following a Commissioning Decision made under the arrangements set out in this Agreement (including the Council where the Council is the provider of any Services).

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

(a) 1 April to 30 June;
(b) 1 July to 30 September;
(c) 1 October to 31 December; and
(d) 1 January to 31 March;

and “Quarterly” shall be interpreted accordingly.

**Receiving Party:** means the Party that receives Confidential Information from the Disclosing Party.

**Regulatory Body:** means those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Partners.

**Request for Information:** a request for Information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations 2004 (SI 2004/3391) (EIR).

**Reserved Matter:** means any Commissioning Decision set out at Schedule 5 as a level 1 or level 2 decision and/or in the case of the Health and Care Commissioning Board as set out in the Health and Care Commissioning Board TOR to be made by the:

(a) Health and Care Commissioning Board;
(b) Council; and/or
(c) CCG

**Retained Decisions:** a decision relating to the administration of any portion of the Integrated Health and Care Fund that is a decision only exercisable by an Officer or SCC Member as set out in Schedule 4 and/or the relevant TOR. For the avoidance of doubt, for the purposes of the decision-making arrangements set out in this Agreement “Retained Decision” shall not include a provider decision taken by a Provider (such provider decisions being outside the scope of this Agreement)

**Risk Share:** means the proportion in which Overspends and other liabilities under Service Contracts are borne by each of the Partners as set out in the Financial Framework (Section 3).

**SCC Member:** means an elected councillor of Salford City Council.
Scheme of Delegation: means the CCG’s scheme of delegation or the Council’s scheme of delegation and “Schemes of Delegation” shall be construed accordingly.

Services: means the Adults’ Services, Children’s Services or Primary Care Services described at Schedule 3 of this Agreement which will be the subject of Commissioning Decisions relating to the achievement of health and social care outcomes and in respect of which services may be commissioned by the Partners using monies from the Integrated Health and Care Fund under the arrangements set out in this Agreement. “Service” means one of the Services.

Services Contract: means an agreement for the provision of Services commissioned by one of the Partners using monies from the Integrated Health and Care Fund under this Agreement.

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

Special Categories of Personal Data: has the meaning set out in the Data Protection Legislation.

Standards: means the specific standards, linked to the strategic priorities set out in the Locality Plan, which are specified for the delivery of Services within any Services Contract or Pre-Existing Contract (as applicable).

Standing Financial Instructions: means the document regulating the conduct of a Partner, its officers and agents in relation to all financial matters including financial responsibilities, policies and procedures. As at the date of this Agreement each of the Partners has their own Standing Financial Instructions. Further information in relation to each of the Partners’ Standing Financial Instructions is set out in the Financial Framework.

Standing Orders: means the document that sets out the practice and procedures of a Partner as regulated by all relevant legislation applying to that Partner. As at the date of this Agreement each of the Partners has their own Standing Orders. Further information in relation to each of the Partners’ Standing Orders is set out in the Financial Framework.

Term: means the period for which this Agreement remains in force.

TOR: the Adults’ Commissioning Committee TOR, the Children’s Commissioning Committee TOR, the Primary Care Commissioning Committee TOR, or the Health and Care Commissioning Board TOR as applicable.
**Underspend**: means the extent to which the total expenditure of the Partners on the Services (or any part thereof) or otherwise pursuant to this Agreement is less than the corresponding Approved Budget (or the relevant part of the Approved Budget, as applicable).

**Urgent Decision**: means a decision by either Partner made in relation to any decision that would otherwise be a Commissioning Decision to be made under the Partnership Arrangements where the making of such decision by that Partner falls within the statutory powers of that Partner (otherwise than as supplemented by any flexibility accessible by virtue of Section 75 NHSA 2006) and can be justified as an urgent and/or emergency decision under the CCG’s Standing Orders or Standing Financial Instructions or under the CCG’s constitution or as urgent and/or emergency decision under the Council’s constitution (as applicable)

**Variation**: means any written variation to this Agreement in line with Clause 30.

**Working Day**: means 9.00 am to 5.00 pm on any day except Saturday, Sunday, a public or bank holiday in England.

1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.

1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.

1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.

1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.6 Where a term of this Agreement provides for a list of items following the word “including” or “includes”, then such list is not to be interpreted as being an exhaustive list.
1.7 In this Agreement, words importing any particular gender include all other genders, and the term “person” includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person’s successors and permitted assigns.

1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.

1.9 In this Agreement, “staff” and “employees” shall have the same meaning and shall include references to any full or part time employee or officer, director, manager and agent.

1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communications between the Partners shall be in writing.

1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.

1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM

2.1 This Agreement shall take effect on the Commencement Date.

2.2 This Agreement shall, subject to Clause 22 (Termination and Default), continue in force for 5 years until 31 March 2024 when it shall expire unless it is extended by agreement between the Partners for a further period of five years to expire, subject to Clause 22 (Termination and Default), on 31 March 2029.

2.3 The Partners shall meet by not later than 3 Months after the fourth anniversary of the Commencement Date to seek to agree whether the five year period of extension described at Clause 2.2 above will be agreed to by the Partners and shall use all reasonable endeavours to reach a decision by not later than 6 Months after the fourth anniversary of the Commencement Date.

2.4 For the avoidance of doubt any agreement between the Partners to extend the term of this Agreement, whether by way of the five year period of extension described at
Clause 2.2 above or otherwise by a Variation to this Agreement may be reached between the Partners at any point. The provisions at Clause 2.3 above are not intended in any way to limit the ability of the Partners to reach agreement at any other time or in any other forum.

2.5 Where the Partners agree to the five year period of extension described at Clause 2.2 above then they shall record such agreement in the same way as for a Variation agreed in accordance with the process set out at Schedule 14.

2.6 The duration of the arrangements for each Services Contract shall be as set out in the relevant Services Contract.

3 GENERAL PRINCIPLES

3.1 Nothing in this Agreement shall affect:

3.1.1 the rights and powers, duties and obligations of the Partners to each other or to any third parties for the exercise of their respective functions and obligations;

3.1.2 any power or duty of the Council to set, administer, collect and recover charges for the provision of any services (including the Services) in the exercise of any of the Council’s functions; or

3.1.3 The Council’s power to determine and apply eligibility criteria for the purposes of assessment under the Community Care Act 1990 and the Care Act 2014.

3.2 The Partners agree to:

3.2.1 treat each other with respect and an equality of esteem; and

3.2.2 be open with information about the performance and financial status of each Service.

4 PARTNERSHIP ARRANGEMENTS

4.1 The Partners enter into these Partnership Arrangements utilising where required the powers set out under Section 75 of the NHSA 2006 to:

4.1.1 deliver the integrated commissioning of health, social care and public health services, to better meet the needs of the Service Users of the City of Salford than if the Partners were operating independently; and

4.1.2 establish the Integrated Health and Care Fund.
4.2 The Partnership Arrangements shall comprise:

4.2.1 the setting of Approved Budgets for each financial year for each Service by the Council and by the CCG Governing Body;

4.2.2 the making of Commissioning Decisions on Reserved Matters by the Council, CCG or Health and Care Commissioning Board (as applicable);

4.2.3 the making of Commissioning Decisions by the relevant Officer in respect of Retained Decisions related to any matter under consideration by the Health and Care Commissioning Board, at the venue of the Health and Care Commissioning Board or by such Officer(s) at an alternative location and/or time at the discretion of the relevant Officer, with any such Commissioning Decision being reported to the relevant meeting of the Health and Care Commissioning Board (although a failure to so report will not invalidate the decision);

4.2.4 the making of Commissioning Decisions in relation to the Services on behalf of the Partners by the Committees;

4.2.5 the making of Commissioning Decisions by the relevant Officer in respect of Retained Decisions related to the Services under consideration by a Committee at the venue of the relevant Committee or by such Officer(s) at an alternative location and/or time at the discretion of the relevant Officer, with any such being reported to the relevant meeting of the relevant Committee (although a failure to so report will not invalidate the decision);

4.2.6 the administration of the Integrated Health and Care Fund by the CCG as directed by the Committees and/or the Health and Care Commissioning Board and/or the Partners; and

4.2.7 the oversight of the operation of the Integrated Health and Care Fund and the Committees by the Health and Care Commissioning Board.

4.3 The Partners recognise that the Integrated Health and Care Fund comprises:

4.3.1 the Pooled Budgets; and

4.3.2 the Aligned Budgets.

4.4 As required by Regulation 4(2) of the NHS Regulations 2000, the Partners have carried out a joint consultation on the proposed Partnership Arrangements with Service Users and other individuals and groups who appear to them to be affected by the Partnership Arrangements.
4.5 The Partners are satisfied that the Partnership Arrangements fulfil the objectives of the Locality Plan.

4.6 From the Commencement Date the Previous Section 75 Agreement shall terminate by agreement and subject to Clause 4.8 of this Agreement shall be replaced and superseded in their entirety by the provisions of this Agreement.

4.7 The early termination of the Previous Section 75 Agreement shall not affect any rights or obligations of either Partner arising under or in connection with the Previous Section 75 Agreement that accrued prior to the Commencement Date.

4.8 The Partners will ensure that:

4.8.1 Prior to the First Financial Year and prior to each subsequent Financial Year during the Term that each of them has duly approved their respective Financial Contributions for that Financial Year;

4.8.2 Prior to the First Financial Year and prior to each subsequent Financial Year during the Term that each of them has approved the Services to be funded from the IHCF for that Financial Year; and

4.8.3 Prior to the First Financial Year and prior to each subsequent Financial Year during the Term that each of them has approved the Services to be funded from the Pooled Budget and verified that such services fall within the CCG’s NHS Functions or the Council’s Health-Related Functions.

4.9 In View Services do not fall within the scope of the Partnership Arrangements. The Partners, however, shall:

4.9.1 use all reasonable endeavours to coordinate their actions and decisions in relation to such In View Services;

4.9.2 use all reasonable endeavours to support and facilitate the Partnership Arrangements when making decisions relating to In View Services; and

4.9.3 observe all requirements and expectations set out in the TOR in relation to In View Services, including but not limited to engagement between the Partners in relation to In View Services.

4.10 The governance arrangements for the Partnership Arrangements are set out for illustrative purposes only at Schedule 9 in diagrammatic form. The diagrammatic representation shall have no legal force or effect.
5 DECISION-MAKING

5.1 Subject to Clause 5.7 below (Urgent Decisions) decisions in relation to Reserved Matters will be made by the Health and Care Commissioning Board or the relevant Partner as set out at Schedule 5.

5.2 Subject to Clause 5.7 below (Urgent Decisions) all other Commissioning Decisions shall be made in the manner indicated by the Decision Matrix set out at Schedule 5. Each such decision shall be either a decision falling within:

5.2.1 the Pooled Budget;

5.2.2 a CCG Aligned Budget Decision; or

5.2.3 an Aligned Budget Retained Decision or other Retained Decision.

5.3 Commissioning Decisions relating to Adults’ Services that are Services within:

5.3.1 the Pooled Budget shall be made by the Adults’ Commissioning Committee acting as a Joint Committee of the Partners;

5.3.2 a CCG Aligned Budget Decision shall be made by the Adults’ Commissioning Committee acting as a committee of the Governing Body of the CCG;

5.3.3 an Aligned Budget Retained Decision or other Retained Decision shall be made by the relevant Officer or SCC Member as indicated in the Adults’ Commissioning Committee TOR. Before reaching such a decision the Officer shall use reasonable endeavours to ensure that he/she has heard and participated in discussion on the subject matter relevant to such Retained Decision at the relevant meeting of the Adults’ Commissioning Committee. The venue for the decision may be either:

5.3.3.1 a meeting of the Adults’ Commissioning Committee; or

5.3.3.2 an alternative location and/or time at the discretion of the relevant Officer.

Where such a decision is made by an Officer or SCC Member then each such decision shall be reported to the relevant meeting of the Adults’ Commissioning Committee (although a failure to report will not invalidate the decision).
5.4 Commissioning Decisions relating to Children’s Services that are Services within:

5.4.1 the Pooled Budget shall be made by the Children’s Commissioning Committee acting as a Joint Committee of the Partners;

5.4.2 a CCG Aligned Budget Decision shall be made by the Children’s Commissioning Committee acting as a committee of the CCG;

5.4.3 an Aligned Budget Retained Decision or other Retained Decisions shall be made by the relevant Officer or SCC Member as indicated in the Children’s Commissioning Committee TOR. Before reaching such a decision the Officer shall use reasonable endeavours to ensure that he/she has heard and participated in discussion on the subject matter relevant to such Retained Decision at the relevant meeting of the Children’s Commissioning Committee. The venue for the decision may be either:

5.4.3.1 a meeting of the Children’s Commissioning Committee; or

5.4.3.2 an alternative location and/or time at the discretion of the relevant Officer.

Where such a decision is made by an Officer or SCC Member then each such decision shall be reported to the relevant meeting of the Children’s Commissioning Committee (although a failure to so report will not invalidate the decision).

5.5 Commissioning Decisions relating to Primary Care Services that are Services within:

5.5.1 a CCG Aligned Budget Decision shall be made by the Primary Care Commissioning Committee.

5.5.2 an Aligned Budget Retained Decision shall be made by the relevant Officer or SCC Member as indicated in the Primary Care Commissioning Committee TOR. Before reaching such a decision the Officer shall use reasonable endeavours to ensure that he/she has heard and participated in discussion on the subject matter relevant to such Retained Decision at the relevant meeting of the Adult Commissioning Committee. The venue for the decision may be either:

5.5.2.1 a meeting of the Primary Care Commissioning Committee; or

5.5.2.2 an alternative location and/or time at the discretion of the relevant Officer.
Where such decision is made by an Officer or SCC Member then each such decision shall be reported to the relevant meeting of the Primary Care Commissioning Committee (although a failure to so report will not invalidate the decision).

5.6 Commissioning Decisions not otherwise taken by one of the Committees or by an Officer or SCC Member (as provided for in Clauses 5.3 to 5.5 above) within:

5.6.1 the Pooled Budget shall be made by the Health and Care Commissioning Board acting as a Joint Committee of the Partners;

5.6.2 a CCG Aligned Budget Decision shall be made by the Health and Care Commissioning Board acting as a committee of the Governing Body of the CCG;

5.6.3 an Aligned Budget Retained Decision or other Retained Decision shall be made by the relevant Officer or SCC Member as indicated in the Health and Care Commissioning Board TOR. Before reaching such a decision the Officer shall use reasonable endeavours to ensure that he/she has heard and participated in discussion on the subject matter relevant to such Retained Decision at the relevant meeting of the Health and Care Commissioning Board. The venue for the decision may be either:

5.6.3.1 a meeting of the Health and Care Commissioning Board; or

5.6.3.2 an alternative location and/or time at the discretion of the relevant Officer.

Where such a decision is made by an Officer or SCC Member then each such decision shall be reported to the relevant meeting of the Health and Care Commissioning Board (although a failure to report will not invalidate the decision).

5.7 Either Partner may, notwithstanding the provisions of this Agreement, make any Urgent Decision themselves.

5.8 Where either Partner makes an Urgent Decision it shall report such an Urgent Decision to the relevant Committee or Officer. The relevant Committee or Officer shall be that Committee or Officer that, but for that decision being made as an Urgent Decision, would have made that decision as determined by the Decision Matrix. Each such report shall be made at the next meeting of the relevant Committee (in the case of a decision that would have been made by a Committee) or promptly to the relevant
Officer (in the case of a decision that would have been made by an Officer). Each such report shall be in writing and shall contain an explanation of:

5.8.1 what the decision was;
5.8.2 why it was deemed an Urgent Decision; and
5.8.3 any implications of such Urgent Decision on the Partnership Arrangements.

5.9 Where either Partner considers that the other Partner’s justification for making an Urgent Decision is not reasonable or not substantiated and/or if the Partners cannot agree as to the implications of any Urgent Decision on the Partnership Arrangements, then either Partner may refer any such matter to the Disputes Procedure.

6 COMMISSIONING ARRANGEMENTS

Standing Financial Instructions

6.1 The Committees and the Health and Care Commissioning Board shall comply with all the requirements of the CCG’s Standing Financial Instructions (where they are taking decisions which relate to a Pre-Existing Contract or a New Service Contract where the CCG is the contracting party) and shall comply with all the requirements of the Council’s Financial Regulations (where they are taking decisions which relate to a Pre-Existing Contract or a New Service Contract where the Council is the contracting party).

Procurement Policy

6.2 The Partners as at the date of this Agreement are working towards the creation of a Joint Procurement Policy.

6.3 Pending agreement and adoption of the Joint Procurement Policy, the Committees and the Health and Care Commissioning Board shall comply with all the requirements of the CCG’s current procurement polices (where they are taking decisions which relate to a Pre-Existing Contract or a New Service Contract where SCCG is the contracting party) and shall comply with all the requirements of SCC’s current procurement polices (where they are taking decisions which relate to a Pre-Existing Contract or a New Service Contract where SCC is the contracting party).

6.4 The Partners shall determine which of the Partners shall be the contracting party in relation to any New Service Contract in accordance with the Financial Framework.
Exchange of Information between Partners

6.5 Each Partner shall keep the other Partner regularly informed of the effectiveness of the arrangements and any Overspend or Underspend and each Partner shall comply with the requirements of the Financial Framework (as amended from time to time).

Pre-Existing Contracts

6.6 The Partners have agreed that any Pre-Existing Contracts will remain in place for their duration unless they become terminable for breach by the Provider under their contract terms, in which case the continuation or otherwise of that contract shall be a decision to be taken in accordance with this Agreement.

6.7 Where, after the date of this Agreement, a Pre-Existing Contract for the delivery of Services comes to an end then any decision in relation to the future commissioning of the Services shall be a decision to be taken in accordance with this Agreement. Such decision will include whether a new Services Contract will be put in place.

Where there are Pre-Existing Contracts which have been established through existing integrated commissioning arrangements, the Partners shall work in cooperation and shall endeavour to ensure that the services which have been commissioned are delivered by the relevant Provider with all due skill, care and attention.

Children’s Services Council In-House Provision

6.8 The Partners have agreed that any Children’s Services Council In-House Provision shall continue, with the Council continuing to be the Provider for such Services. No decision may be taken by any Committee or by the Health and Care Commissioning Board to commission any such service from another provider without express written authority from the CCG and the Council. For the avoidance of doubt any decision to terminate any Children’s Services Council In-House Provision shall be a Reserved Matter.

New Service Contracts

6.9 For all new Service Contracts entered into following a Commissioning Decision:

6.9.1 the Partners will agree whether the CCG or the Council should be the legal entity that will enter into the new Service Contract;

6.9.2 where the Partners agree that the CCG should be the legal entity that will enter into a new Service Contract, the CCG’s Standing Financial Instructions and procurement policies will apply; and
6.9.3 where the Partners agree that the Council should be the legal entity that will enter into a new Service Contract, the Council’s Financial Regulations and procurement policies will apply.

6.10 In relation to each new Services Contract the Partners shall consider whether they should give rights to third parties (and in particular, if a Partner is not a party to the Services Contract, the Partners should consider whether the Partner that is not a to be a party to the Services Contract should be afforded any rights to enforce any terms of the Services Contract under the Contracts (Rights of Third Parties) Act 1999. If it is agreed that such rights should be afforded, then the Partner entering the Services Contract shall ensure as far as is reasonably possible that such rights that have been agree are included in the Services Contract and shall establish how liability under the Services Contract shall be apportioned in the event of termination of the relevant Services Contract).

**Liabilities under Pre-Existing Contracts and Service Contracts**

6.11 For each Pre-Existing Contract and for each Service Contract then save for any Overspend or Underspend, which shall be dealt with as set out of Clause 12 of this Agreement, any liability arising under or in respect of any Pre-Existing Contract and/or any Service Contract after the date of this Agreement (in respect of circumstances that occurred after the date of this Agreement) shall, subject to Clause 6.14 below, be apportioned between the Partners by applying the Risk Share relevant to the Financial Year in which such liability arises.

6.12 For the purposes of Clause 6.12 it shall be irrelevant which of the Partners is the contracting party under such Pre-Existing Contract or Service Contract in respect of which a liability arises.

6.13 Where a liability arises under or in respect of a Pre-Existing Contract or Service Contract then to the extent that such liability arises as a result of the negligence or default of one of the Partners then that Partner shall bear such liability as set out at Clause 16 below.

**General Obligations**

6.14 From the date of this Agreement, it is expected that the Partners will:

6.14.1 endeavour to fund each Service within the parameters of the Approved Budget relating to that Service in each Financial Year;

6.14.2 ensure that their Operational Staff make such decisions about individual packages of care (in line with the Decision Matrix) as are necessary and
expedient to commission Services for individuals who meet the eligibility criteria, where applicable;

6.14.3 contract with Provider(s) in accordance with the terms of this Agreement for the provision of Services on terms agreed between the Partners;

6.14.4 comply with all relevant legal duties, Law and guidance in relation to the Services being commissioned;

6.14.5 where Services are being commissioned using the NHS Standard Form Contract, perform the obligations of the “Commissioner” and “Co-ordinating Commissioner” (where the either Partner contracts as agent of the other) with all due skill, care and attention and where Services are commissioned using any other form of contract to perform their obligations with all due skill and attention;

6.14.6 monitor the specific outcomes to be achieved by each Pre-Existing Contract and each Services Contract and how these specific outcomes relate to the strategic priorities set out in the Locality Plan;

6.14.7 ensure that the Services which are provided under any Pre-Existing Contract and under any Services Contract are delivered in accordance with the specific Standards for delivery of the Services concerned;

6.14.8 endeavour to ensure that the relevant Services are delivered within the Approved Budget in respect of each particular Service in each Financial Year; and

6.14.9 comply with their obligations under the Financial Framework.

6.15 Wherever possible the Partners will consider environmental issues in relation to these Partnership Arrangements. During the Term of this Agreement the Partners shall make Commissioning Decisions that seek to avoid the use of products, substances and services that are known to be, or where there is strong evidence to suggest they could be harmful to the environment or a danger to health (including the health of employees, contractors and/or members of the public) and shall require such standards of service providers commissioned under Service Contracts under these Partnership Arrangements. Wherever possible and economically practicable the Partners shall seek to ensure that service providers commissioned under Service Contracts under these Partnership Arrangements only use materials from sustainable sources in the performance of any Service Contract.
6.16 In carrying out these Partnership Arrangements the Partners shall consider social outcomes and community benefits in line with the Council’s stated commitment to improving employment opportunities and increasing the skills and employability of its communities. The Partners will seek to ensure that service providers commissioned under Service Contracts under these Partnership Arrangements operate in accordance with the Salford City Mayor’s Charter for Employment Standards to help raise employment standards for employees and businesses across the city and promote social inclusion, drive economic growth and raise living standards in Salford.

6.17 In carrying out these Partnership Arrangements the Partners shall ensure that they comply with the Public Services (Social Value) Act 2012. In particular (without limitation) the Partners shall consider:

6.17.1 how what is commissioned under the Partnership Arrangements might improve the economic, social and environmental well-being of the populations for which the Partners are responsible, and

6.17.2 how, in conducting such commissioning, the Partners might act with a view to securing that improvement.

7 ESTABLISHMENT OF THE INTEGRATED HEALTH AND CARE FUND

7.1 The CCG and the Council have agreed to establish and maintain the Integrated Health and Care Fund which will be used by the Partners to commission the Services.

7.2 The Integrated Health and Care Fund comprises:

7.2.1 the Pooled Budget; and

7.2.2 the Aligned Budgets.

7.3 The Integrated Health and Care Fund shall be managed and maintained in accordance with the terms of this Agreement and the Financial Framework.

7.4 The Council and the CCG recognise that the operation of the Integrated Health and Care Fund will develop over time and that the Financial Framework will require revision and amendment to reflect this development.

7.5 The Partners shall be responsible for making arrangements for the financial administrative systems for the Integrated Health and Care Fund as detailed in the Financial Framework.
8 ESTABLISHMENT OF POOLED BUDGET WITHIN THE INTEGRATED HEALTH AND CARE FUND

8.1 The Partners have agreed to establish and maintain part of the Integrated Health and Care Fund as a Pooled Budget for revenue expenditure as agreed by the Partners. At the Commencement Date the indicative Pooled Budget in respect of this Agreement is as shown in the table at Schedule 6 of this Agreement.

8.2 The Partners will set out in the Financial Framework how the Council’s Financial Contributions to the Pooled Budget will be transferred to the CCG.

8.3 The Pooled Budget shall be managed and maintained in accordance with the terms of this Agreement, the Financial Framework and Regulation 7 of the NHS Regulations 2000.

8.4 Subject to Clause 8.5, it is agreed by the Partners that the monies held in a Pooled Budget may only be expended on Approved Expenditure.

8.5 For the avoidance of doubt, monies held in a Pooled Budget may not be expended on Default Liabilities unless this is agreed by both Partners.

8.6 The CCG shall be the host partner of the Pooled Budget for the purposes of Regulation 7(4) of the NHS Regulations 2000 (“Administration Partner”). As the Administration Partner, the CCG shall be responsible for ensuring that the Pooled Budget is administered as set out in this Agreement and the Financial Framework and carries out their responsibilities under the NHS Regulations 2000.

9 ADMINISTRATION PARTNER

9.1 The Administration Partner shall have the duties and responsibilities set out in the Financial Framework.

9.2 The CCG shall appoint an officer of the CCG to be responsible for:

9.2.1 managing the Pooled Budget on their behalf; and

9.2.2 submitting to the Partners the reports set out in the Financial Framework (Section 2)

10 FINANCIAL CONTRIBUTIONS

10.1 The indicative Financial Contributions of the CCG and the Council to the Integrated Health and Care Fund for each Financial year from 2019 to 2024 are set out in Schedule 6.
10.2 The actual Financial Contributions of the CCG and the Council to the Integrated Health and Care Fund for each Financial Year of operation shall be subject to annual review and agreement by the Partners in accordance with the Financial Framework, and the wider strategic aims of the Locality Plan. The Financial Contributions of the Council will be determined by the Council’s Executive and the Budget setting meeting of the Council in accordance with the Council’s Constitution.

10.3 In the event that the Partners cannot agree their respective Financial Contributions for a Financial Year by the 31 March in the preceding Financial Year then this Agreement may be terminated by either Partner as set out in Clause 22.

10.4 For the avoidance of doubt, the Partners will set out in the Financial Framework how the Council’s Financial Contributions to the Pooled Budget will be transferred to the CCG.

11 NON FINANCIAL CONTRIBUTIONS

11.1 The CCG and the Council have agreed that they will each maintain the level of their existing support that each organisation applies to its administration of the commissioning of the Services (including but not limited to, staff resources, systems, processes, and subject to clause 11.3 below premises) substantially at the level immediately preceding the date of this Agreement.

11.2 Unless agreed otherwise between the Partners, each Partner shall continue to maintain the overall level of their existing support as described in Clause 11.1 above in order to support the commissioning of the Services in accordance with this Agreement. Such a commitment shall not, however, prevent either Partner providing such support at substantially the same level but in a different manner.

11.3 The Partners acknowledge that the Partners may during the Term wish for financial or operational reasons to rationalise and/or change the premises that they occupy as at the date of this Agreement, including but not limited to co-location with the other Partner or with any other organisation. Any such rationalisation or change shall be an exception to the requirement to maintain resources set out at Clause 11.1 above.

12 RISK SHARE ARRANGEMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

12.1 The Partners have agreed Risk Share arrangements as set out in the Financial Framework which deals with the risk share arrangements which apply to the commissioning of Services from the Integrated Health and Care Fund.
Overspends

12.2 The Partners shall manage Overspends as set out in the Financial Framework.

Underspend

12.3 The Partners shall manage Underspend as set out in the Financial Framework.

13 CAPITAL EXPENDITURE

13.1 Except as provided in Clause 13.2 the Integrated Health and Care Fund and any Pooled Budget shall not without the prior agreement in writing of both Partners be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. The Financial Framework sets out the process for approval of any capital expenditure from the Integrated Health and Care Fund.

13.2 The Partners agree that capital expenditure may be made from the Integrated Health and Care Fund in relation to any expenditure falling within the Disabled Facilities Grant.

14 VAT

14.1 The Partners shall apply such VAT treatment applicable to expenditure from the Integrated Health and Care Fund as is in accordance with any relevant guidance from HM Revenue and Customs.

14.2 The Partners understand that to the extent Children’s Services Council In-House Provision remains with the Council as the Provider the VAT treatment applicable to such services immediately prior to the Commencement Date shall continue irrespective of the Partnership Arrangements.

14.3 For the avoidance of doubt the Partnership Arrangements under this Agreement comprise arrangements for shared decision making by the Partners where legally possible or for participation of Council Officers or SCC Members in CCG decision making. Where the word “delegation” or “delegated” is used this refers to the vesting by the Partners of decision making in the shared decision making structures set out in this Agreement. Shared decision making structures in respect of the Pooled Fund are deadlocked between the Partners, in effect creating a veto for either Partner over any decision to be taken under those shared decision making structures. The Partnership Arrangements do not involve the delegation of decision making in respect of statutory functions from one Partner to another. The Partnership
Arrangements do not involve the delegation of the exercise or performance of one Partner’s statutory functions by the other.

15 AUDIT AND RIGHT OF ACCESS

15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The CCG as Administration Partner shall arrange for the audit of the accounts of the Integrated Health and Care Fund and the Pooled Budget by an auditor appointed pursuant to Section 7 of the Local Audit and Accountability Act 2014 to carry out the duties set out in Sections 20 and/or 21 of the Local Audit and Accountability Act 2014 (as applicable).

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

15.3 The Partners shall comply with relevant NHS and Local CCG finance and accounting obligations as required by Law and/or by the Partners respective constitutions, Standing Financial Instructions and Standing Orders.

16 LIABILITIES AND INSURANCE AND INDEMNITY

16.1 Subject to Clause 16.2 and 16.3, if a Partner (the “First Partner”) incurs a Loss arising out of or in connection with this Agreement as a consequence of any act or omission of the other Partner (the “Other Partner”) which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.

16.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the instructions or requests of the relevant Committee or the Health and Care Commissioning Board.

16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability
under this Clause 16, the Partner that may wish to claim an indemnity against the other indemnifying Partner will:

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

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

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

16.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by NHS Resolution) in respect of all reasonably foreseeable and commonly insured potential liabilities arising from this Agreement and in the event of Losses shall seek to recover such Loss through the relevant policy of insurance (or equivalent arrangement). Each Partner will supply the other Partner with details of the policies held by them following a request in writing to do so from that other Partner. Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

**Conduct of Claims**

16.5 In respect of the indemnities given in this Clause 16:

16.5.1 the indemnified Partner shall give written notice to the indemnifying Partner as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;

16.5.2 the indemnifying Partner shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the indemnified Partner, the
indemnifying Partner shall consult with the indemnified Partner about the conduct and/or settlement of such claims and proceedings and shall at all times keep the indemnified Partner informed of all material matters; and

16.5.3 the indemnifying and indemnified Partners shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.

17 STANDARDS OF CONDUCT AND SERVICE

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

17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. The operation of the Pooled Budget is therefore subject to the Council’s obligations for Best Value and the CCG will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.

17.3 The CCG has a stated intention to implement its Best Value Programme. For the avoidance of doubt, however, neither the Best Value Programme nor any commitment in relation to that Best Value Programme forms part of the Partnership Arrangements or part of the enforceable obligations contained within this Agreement.

17.4 The CCG is subject to the CCG Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which it is accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence of clinical care will flourish. This Agreement and the operation of the Integrated Health and Care Fund and any Pooled Budget are therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.

17.5 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will apply their respective policies to the performance of their obligations and roles under the Partnership Arrangements.
18 CONFLICTS OF INTEREST

18.1 The Partners shall comply with the policy for identifying and managing conflicts of interest as agreed by the Partners from time to time. In the absence of an agreed policy for identifying and managing conflicts, each of the Partners shall ensure that their staff and representatives involved in the implementation of the Partnership Arrangements comply with all of that Partner’s own policies and procedures relating to the identification and management of conflicts of interests when involved with the conduct of the Partnership Arrangements.

18.2 The Partners shall ensure that their staff and representatives involved with the conduct of the Committees and the Health and Care Commissioning Board follow and apply all the conflict of interest requirements of the relevant TOR in relation to the conduct of the Committees and the Health and Care Commissioning Board (as applicable) and shall seek to ensure that their staff and representatives use all reasonable endeavours to ensure that conflicts are effectively managed and the proceedings of the Committees and the Health and Care Commissioning Board are conducted validly.

18.3 In respect of the taking or implementation of any Commissioning Decision that involves the award of a new Service Contract the Partners shall observe the conflict of interest provisions set out in the Joint Procurement Policy and pending agreement of such policy shall observe the conflict of interest provisions set out in the procurement policy of the Partner who is to be the Partner that enters into that new Service Contract (as determined in accordance with the Partnership Arrangements).

19 GOVERNANCE

19.1 The Health and Care Commissioning Board shall be responsible for giving strategic direction to the commissioning of Salford’s health, social and public health services that come within the scope of the Integrated Health and Care Fund and for oversight of the financial management of the Integrated Health and Care Fund including any Pooled Fund(s) in accordance with this Agreement and the Financial Framework.

19.2 The Health and Social Care Scrutiny Panel shall perform an overview and scrutiny role in relation to the Partnership Arrangements in accordance with that panel’s remit as set out in the Council’s constitution, and shall report to the Council accordingly.

19.3 The Children’s Scrutiny Panel shall perform an overview and scrutiny role in relation to the Partnership Arrangements in accordance with that panel’s remit as set out in the Council’s constitution and shall report to the Council accordingly.
20 REVIEW OF THIS AGREEMENT

20.1 The Health and Care Commissioning Board shall review the Partnership Arrangements within 12 Months of the date of this Agreement.

20.2 Save where the Partners agree alternative arrangements (including alternative frequencies) the Health and Care Commissioning Board shall undertake an annual review of the operation of this Agreement within 3 Months of the end of each Financial Year.

20.3 The Health and Care Commissioning Board shall within 20 Working Days of the Annual Review prepare an annual report. A copy of each annual report shall be provided promptly to the Partners.

20.4 The CCG shall provide monthly monitoring information to the Council on the totality of the IHCF so that the Council is able to provide monthly updates to the Council’s Corporate Management Team and relevant Executive Members.

21 COMPLAINTS

21.1 During the term of the Agreement the Partners will develop and operate a joint complaints policy. The application of a joint complaints policy will be without prejudice to a complainant’s right to use either of the Partner’s statutory complaints policies/procedures where applicable.

21.2 Prior to the development of a joint complaints policy or after the failure or suspension of any such joint complaints policy the following will apply:

   21.2.1 where a complaint wholly relates to one or more of the Council’s Health-Related Functions it shall be dealt with in accordance with the statutory complaints procedure of the Council and the Council’s corporate complaint’s procedure;

   21.2.2 where a complaint wholly relates to one or more of the CCG’s NHS Functions, it shall be dealt with in accordance with the statutory complaints policy of the CCG; and

   21.2.3 where a complaint relates partly to one or more of the Council’s Health-Related Functions or other CCG functions and partly to one or more of the CCG’s NHS Functions then a joint response will be made to the complaint by the Council and the CCG in line with local joint protocol.

21.3 In respect of any complaint arising in relation to a Service Contract then, pending agreement of a joint complaints policy by the Partners, the complaints policy of the
Partner that is the contracting party to such Service Contract shall apply in respect of such complaint.

21.4 The Council will be responsible for responding to all complaints to the Local Government Ombudsman

21.5 The CCG will be responsible for responding to all complaints to the Parliamentary and Health Service Ombudsman.

22 TERMINATION AND DEFAULT

22.1 In the event that the Partners cannot agree their respective Financial Contributions for a Financial Year by the 31 March in the preceding Financial Year then this Agreement may be terminated by either of the Partners to take effect from 1 April of the relevant Financial Year by service of written notice on the other Partner.

22.2 This Agreement may be terminated by either Partner giving not less than 6 Months’ nor more than 12 Months’ notice to the other Partner in writing to terminate this Agreement, such notice to expire on the date of the financial year end following service of such notice.

22.3 Without prejudice to Clause 22.4 below if any Partner (the “Relevant Partner”) fails to meet any of its obligations under this Agreement, the other Partner may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partner may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23 (Dispute Resolution).

22.4 Either Partner may terminate this Agreement immediately by notice in writing to the other Party if the other Party commits a material breach of this Contract which is not capable of remedy.

22.5 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners’ rights in respect of any antecedent breach.

22.6 Upon termination of this Agreement for any reason whatsoever the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to Service Users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so.
22.7 Without prejudice to the obligations set out in Clause 22.6 above, following service of a notice of termination of this Agreement, both parties shall use all reasonable endeavours to promptly agree an exit plan to achieve the objectives set out in Clause 22.6 above.

23 DISPUTE RESOLUTION

23.1 Subject to clause 23.2 in the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.

23.2 Any failure to reach a Commissioning Decision at a Committee shall in the first instance be referred to the Health and Care Commissioning board for decision.

23.3 The identity of each Partner’s “Authorised Officer” for the purposes of Clause 23.4 shall be as follows unless otherwise notified to the other Partner in writing:

   23.3.1 CCG: Chief Finance Officer.
   23.3.2 Council: Strategic Director People.

23.4 The Authorised Officers shall meet in good faith as soon as possible within notice of the dispute being served pursuant to Clause 23.1 at a meeting convened for the purpose of resolving the dispute.

23.5 If the dispute remains after the meeting detailed in Clause 23.4 has taken place, the Partners’ respective chief executives or nominees shall meet in good faith as soon as possible after the relevant meeting for the purpose of resolving the dispute.

23.6 If the dispute remains after the meeting detailed in Clause 23.5 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners.

23.7 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner’s right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

24 FORCE MAJEURE

24.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event
occurs and it is prevented or materially hindered from carrying out its obligations by that Force Majeure Event.

24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as possible. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.

24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.

24.4 If the Force Majeure Event continues for a period of more than [60] days, either Partner shall have the right to terminate the Agreement by giving [14] days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause 24.

25 CONFIDENTIALITY

25.1 In respect of any Confidential Information a Partner receives from another Partner (the “Discloser”) and subject always to the remainder of this Clause 25, each Partner (the “Recipient”) undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser’s prior written consent provided that:

25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:

25.1.2.1 is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

25.1.2.2 is obtained by a third party who is lawfully authorised to disclose such information.

25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by
judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

25.3 Each Partner:

25.3.1 may only disclose Confidential Information to its employees and professional advisers to the extent strictly necessary for such employees to carry out their duties under the Agreement; will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25; and

25.3.2 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

26 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

26.1 The Partners agree that they will co-operate with each other to enable any Partner receiving a request for information under the FOIA or the EIR to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the FOIA and the EIR. No Partner shall be in breach of Clause 26 if it makes disclosure of information in accordance with the FOIA and/or the EIR.

27 OMBUDSMEN

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

28 INFORMATION SHARING

28.1 The Partners agree to enter into an Information Governance Protocol as soon as reasonably practicable following the date of this Agreement. By entering into an Information Governance Protocol the Partners will ensure that the operation of this Agreement complies with the Law, in particular the Data Protection Legislation.
28.2 As a minimum standard the Parties shall ensure that they comply with the provisions of Schedule 13 for any data sharing or processing carried out under this Agreement.

29 NOTICES

29.1 Any notice to be given under this Agreement shall be in writing and shall be delivered personally or sent by first class mail or email. The address for service of each Partner shall be as set out in Clause 29.2 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

29.1.1 personally delivered, at the time of delivery;

29.1.2 posted, and sent by first class at the expiration of 72 hours after posting; and

29.1.3 sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. IN this clause 29.1.3 business hours means 9am to 5pm Monday to Friday on a day that is not a public holiday in the place of receipt.

29.2 The address for service of notices as referred to in Clause 29.1 shall be as follows unless otherwise notified to the other Partner in writing:

29.2.1 if to the Council, addressed to:
Strategic Director People, Salford City Council, Civic Centre, Chorley Road, Swinton, Salford. M27 5DA
Charlotte.ramsden@salford.gov.uk

29.2.2 if to the CCG, addressed to:
Chief Finance Officer, Salford CCG, St James’s House, Pendleton Way, Salford, M6 5FW.
Steve.dixon1@nhs.net

30 VARIATION

30.1 No variation to this Agreement will be valid unless they are recorded in writing and signed by an authorised signatory of each of the Partners. For the avoidance of doubt although this Agreement has been originally executed by the affixing of each Partner’s seal in the presence of authorised officers, the Partners agree that any variation to this Agreement may be evidenced by authorised signatory of each of the
Partners signing a written record of such variation underhand. This Agreement is not a deed and use of each Partner’s seal is for the purpose of formality only.

30.2 The Partners shall follow the procedure set out in Schedule 14 (Change Control Procedure) when considering any variation to this Agreement.

31 CHANGE IN LAW

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

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

31.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate to avoid an infringement of Law resulting from the relevant Change in Law), Clause 23 (Dispute Resolution) will apply. Where the Partners have exhausted the Dispute Resolution Procedure then either Partner may terminate this Agreement by service of not less than 3 Months’ notice to the other Partner in writing to terminate this Agreement.

32 WAIVER

32.1 The failure of either Partner to enforce any of the provisions of this Agreement at any time or for any period of time shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.

32.2 No waiver in any one or more instances of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such provision in other instances.

33 SEVERANCE

33.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or
part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

33.2 If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to be invalid or to infringe the Law, and its deletion or modification in accordance with Clause 33.1 above would fundamentally frustrate the purpose of this Agreement then the Partners shall negotiate in good faith immediately to remedy such invalidity.

33.3 In the event of failure by the Partners to agree a remedy (as appropriate to remedy such invalidity), Clause 23 (Dispute Resolution) will apply. Where the Partners have exhausted the Dispute Resolution Procedure then either Partner may terminate this Agreement in full or in part by service of not less than 3 Months’ notice to the other Partner in writing to terminate this Agreement.

34 ASSIGNMENT AND SUB-CONTRACTING

34.1 The Partners shall not sub contract, assign or transfer the whole or any part of this Agreement.

34.2 The prohibition in Clause 34.1 shall not apply to any assignment to a statutory successor of all or any part of a Partner’s statutory functions.

35 EXCLUSION OF PARTNERSHIP AND AGENCY

35.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

35.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

   35.2.1 act as an agent of the other;

   35.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or

   35.2.3 bind the other in any way.
36 THIRD PARTY RIGHTS

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

37 ENTIRE AGREEMENT

This Agreement, together with the contents of the Schedules, contain the whole agreement between the Partners with respect to the subject matter hereof and supersede all prior communications, representations, arrangements, understandings and agreements between the Partners relating to that subject matter.

38 GOVERNING LAW AND JURISDICTION

38.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

38.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim which may arise out of, or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).

This document has been executed under seal and is delivered and takes effect on the date stated at the beginning of it.
The Partners have each confirmed their intention to be legally bound by the terms of this Agreement by execution of this Agreement as indicated below:

The COMMON SEAL of

THE COUNCIL OF THE CITY OF SALFORD was hereunto affixed in the presence of:

___________________________
Authorised Signatory

The COMMON SEAL of

SALFORD CLINICAL COMMISSIONING GROUP was affixed in the presence of:

___________________________
Authorised Signatory

___________________________
Authorised Signatory
The health-related functions are:

1. The functions specified in Schedule 1 to the Local CCG Social Services Act 1970 except for functions under:

1.1 subject to sub-paragraph (k), section 14 of the Care Act 2014 (power to charge), section 17 of that Act (assessment of financial resources), section 69 of that Act (recovery of charges, interest etc.) or regulations under section 2(3) of that Act (charging for preventing needs);

1.2 section 6 of the Local CCG Social Services Act 1970;

1.3 section 3 of the Adoption and Children Act 2002;

1.4 sections 114 and 115 of the Mental Health Act 1983; and

1.5 Parts VII to IX and section 86 of the Children Act 1989;

2. the function of providing Healthy Start vitamins under regulation 8A of the Healthy Start Scheme and Welfare Foods (Amendment) Regulations 2005;

3. the functions under section 7 of the Disabled Persons (Services, Consultation and Representation) Act 1986;

4. the functions of providing, or securing the provision of recreational facilities under section 19 of the Local Government (Miscellaneous Provisions) Act 1976;

5. the functions of local authorities under the Education Acts as defined in section 578 of the Education Act 1996;

6. the functions of local housing authorities under Part I of the Housing Grants, Construction and Regeneration Act 1996 and under Parts VI and VII of the Housing Act 1996;

7. the functions of local authorities under section 126 of the Housing Grants, Construction and Regeneration Act 1996;

8. the functions of waste collection or waste disposal under the Environmental Protection Act 1990;

9. the functions of providing environmental health services under sections 180 and 181 of the Local Government Act 1972;
10 the functions of local highway authorities under the Highways Act 1980 and section 39 of the Road Traffic Act 1988;

11 the functions under section 63 (passenger transport) and section 93 (travel concession schemes) of the Transport Act 1985;

12 where partners enter into arrangements under regulation 7.1 or 8.1 in respect of meeting needs for care and support under section 18 or 19 of the Care Act 2014 (duty and power to meet needs for care and support), the function of making a charge for meeting those needs under section 14 of that Act or of carrying out a financial assessment in relation to the making of the charge under section 17 of that Act;

13 where partners enter into arrangements under regulation 7.1 or 8.1 in respect of providing or arranging for the provision of services, facilities or resources, or taking other steps under section 2(1) of the Care Act 2014, the function of making a charge for that provision, arrangement or taking of steps under regulations under section 2(3) of that Act; and

14 the functions of local authorities under or by virtue of sections 2B or 6C(1) of, or Schedule 1 to, the 2006 Act.
The NHS functions are:

1. the functions of arranging for the provision of services under sections 3, 3A and 3B and 83 of, and paragraphs 9 to 11 of Schedule 1, to the NHS 2006 Act, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy, termination of pregnancies, endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services;

2. the functions of providing the services referred to in paragraph 1 of this Schedule 2 pursuant to arrangements made by a clinical commissioning group or the Board;

3. the functions of arranging for the provision of services under section 117 of the Mental Health Act 1983;

4. the functions of providing services referred to in 1 of this Schedule 2 pursuant to arrangements made by a clinical commissioning group or the Board;

5. the functions of making direct payments under:
   5.1 section 12A(1) of the National Health Service Act 2006 (direct payments for health care); and
   5.2 the National Health Service (Direct Payments) Regulations 2013;

6. the function of arranging the provision of Healthy Start vitamins under regulation 8A of the Healthy Start Scheme and Welfare Foods (Amendment) Regulations 2005; and

7. the functions under Schedule A1 of the Mental Capacity Act 2005.
## SCHEDULE 3: SERVICE SCOPE

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*Includes contribution from public health*
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| o Mental Health Capacity Act Claims | |
| o Military Veterans Improving Access To Psychological Therapies (IAPT) | |
| o Independent Sector Referrals (ISR) | |
| o Mental Health Support Services | |
| • Continuing Health Care and Funded Nursing Care | |
| • Community Services | |
| • Patient Transport | |</p>
<table>
<thead>
<tr>
<th>Healthy Living Centres</th>
<th>Delegated Co-Commissioning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Specialties of Hospital Contracts</td>
<td>Salford Primary Care Together</td>
</tr>
<tr>
<td>End of Life Care</td>
<td>Salford Standard</td>
</tr>
<tr>
<td>Non Contracted Hospital Activity (NCA's)</td>
<td>Local Enhanced Services (LES)</td>
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<td></td>
<td>Prescribing</td>
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<td></td>
<td>Primary Care IM&amp;T</td>
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<td>Public Health Services</td>
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<td></td>
<td>Chlamydia Screening</td>
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<td></td>
<td>Emergency Hormone Contraception</td>
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<td></td>
<td>LES Long-Acting Reversible Contraception</td>
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<tr>
<td></td>
<td>LES Chlamydia (Part of Salford Standard)</td>
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<td></td>
<td>LES Smoking Cessation (Includes Prison and Pharmacy)</td>
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<td></td>
<td>Tobacco Equipment Costs</td>
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<td></td>
<td>Tobacco Nicotine Replacement Therapy</td>
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<tr>
<td></td>
<td>Contribution to Salford Standard</td>
</tr>
<tr>
<td>Primary Care Commissioning Committee</td>
<td>Count</td>
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<tr>
<td>Health and Care Commissioning Board</td>
<td>Count</td>
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<td>Count</td>
</tr>
<tr>
<td>Estates and Facilities</td>
<td>Programme projects</td>
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<tr>
<td>CCG reserves and Committed Developments</td>
<td></td>
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<tr>
<td>Third Sector Fund</td>
<td></td>
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<tr>
<td>Innovation Fund</td>
<td></td>
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<tr>
<td>Lung Health Checks</td>
<td></td>
</tr>
<tr>
<td>SCC commissioning staff</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 4

Retained Decisions

1. A Retained Decision shall include any decision that due to a requirement of Law must be made by an Officer (or SCC Member) or their delegatee.

2. For the avoidance of doubt and without limitation to the generality of the provision set out at paragraph 1 of this Schedule 4, the Partners acknowledge that such Retained Decisions include decisions that as a requirement of Law must be made by the Council’s:
   a. SCC Strategic Director of People (as Director of Children’s Services and Director of Adult Social Care;
   b. SCC Executive Member for Children’s Services, SCC Director of Public Health;

and such officer’s nominated officers delegated to take such decisions.

3. A Retained Decision shall include any decisions indicated in any TOR as to be made by an individual Officer.

4. A Retained Decision shall include decisions related to:
   a. Individual child placement and care decisions, including initial placements, variations to care packages, and review / termination of care packages;
   b. the status of children;
   c. provision of support for Children and Families Pursuant to Part 111 Children Act 1989;
   d. secure accommodation for children;
   e. the sufficiency, qualifications and caseloads of the Council’s social care work workforce; and
   f. the preparation for Ofsted visits and consequential inspection and consequential actions
## SCHEDULE 5
### DECISION MATRIX

<table>
<thead>
<tr>
<th>Responsibility</th>
<th>Scope of Commissioning Decisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Note: All Retained Decisions are reserved to the relevant Officer</td>
</tr>
<tr>
<td>CCG: Governing Body</td>
<td>• Determine the scope and size of the IHCF for each Financial Year</td>
</tr>
<tr>
<td>Council: City Mayor</td>
<td>• Determine each Approved Budget, (Children's, Adults', and Primary Care)</td>
</tr>
<tr>
<td></td>
<td>• Determine the Pooled Budget for each Financial Year</td>
</tr>
<tr>
<td></td>
<td>• Approve any planned or in year variations in the IHCF or Pooled Budget that would require the overall size of the IHCF to be changed</td>
</tr>
<tr>
<td></td>
<td>• Approve the Partnership Agreement including the Financial Framework and any Variation</td>
</tr>
<tr>
<td></td>
<td>• Approve all investment and disinvestment plans within the Integrated Health and Care Fund that exceed £1m for individual service lines (with the exception of decisions within the scope of the PCCC)</td>
</tr>
<tr>
<td></td>
<td>• Approve applications for and investment of external funding awards and associated service models for funding over £1m</td>
</tr>
<tr>
<td></td>
<td>• Approve any decisions linked to the IHCF, that are novel or contentious, or would materially impact on the interests of either Partner</td>
</tr>
<tr>
<td>Level 2</td>
<td>• Set overall health and social care commissioning strategy, including relating to financial, performance, and quality assurance and improvement matters</td>
</tr>
<tr>
<td>Health and Care Commissioning Board</td>
<td>• Approve any in year variations between any of the three Approved Funds within the</td>
</tr>
<tr>
<td>Level 3</td>
<td>Children’s Commissioning Committee (CCC)</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Integrated Fund (Children’s, Adults’, and Primary Care) whether within the Pooled Budget or wider ICHF within the overall financial ceiling of the IHCF for the relevant Financial Year</td>
</tr>
<tr>
<td></td>
<td>• Make decisions that cannot be agreed at any Committee excluding any Reserved Matters excluding any Retained Decisions and excluding any decisions within the scope of the PCCC.</td>
</tr>
<tr>
<td></td>
<td>• Provide oversight to Committees to ensure that the needs of people transferring from childrens’ to adult’s services are met.</td>
</tr>
<tr>
<td></td>
<td>• Approve integrated health and care service models, service specification and associated funding envelope for Services within the scope of that Committee</td>
</tr>
<tr>
<td></td>
<td>• Set improvement targets and trajectories, for Services within the scope of that Committee</td>
</tr>
<tr>
<td></td>
<td>• Approve business cases for investment or disinvestment up to £1m for individual Services within the scope of that Committee. For the PCCC there is no upper/ceiling value to decision making authority</td>
</tr>
<tr>
<td></td>
<td>• Approve applications for and investment of external funding awards and associated service models for funding of up to £1m in respect of Services within the scope of that Committee</td>
</tr>
<tr>
<td></td>
<td>• Approve in year non recurrent investment or variation in the Approved Budget for the Services within the scope of that Committee, providing such investment and variations are within the limits of the relevant Approved Budget</td>
</tr>
</tbody>
</table>
Approve changes to payment mechanisms and contractual arrangements (subject to any Reserved Matter) relating to Services within the scope of that Committee

Make decisions that cannot be agreed by consensus of Officers at Level 4, excluding any Retained Decisions

<table>
<thead>
<tr>
<th>Level 4</th>
<th>CCG: Chief Accountable Officer/Chief Finance Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Council: Executive Director People/ Director Public Health / Chief Finance Officer</td>
</tr>
</tbody>
</table>

- Make recommendations to the relevant Committee, taking account of advice from the relevant Advisory Board (if any), regarding changes to service models and funding
- Approve service level variations and changes within the context of the agreed service model and overall financial ceiling of the relevant Approved Budget, up to the financial delegations to individuals set out in Partner organisations’ schemes of delegation
- Approve applications for and investment of external funding awards and associated service models relevant to any Services up to the financial delegations to such individuals set out in Partner organisations’ schemes of delegation
- Without prejudice to the ability of the relevant Officer to make a decision falling within this Level/a Retained Decision, where the corresponding Officer(s) at the other Partner does not agree with the approach to be adopted they may escalate the matter upwards to the relevant Committee for consideration

<table>
<thead>
<tr>
<th>Level 5</th>
<th>CCG: Director Council: Assistant Director</th>
</tr>
</thead>
</table>

- Approve service level investment variations within the context of the agreed service model and overall financial ceiling of the relevant Approved Budget, up to the financial...
<table>
<thead>
<tr>
<th>Level 6</th>
<th>Advisory Board</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>● Provide advice to Officers, Committees, the Health and Care Commissioning Board and the Partners (together and separately) as applicable.</td>
</tr>
<tr>
<td></td>
<td>delegations to individuals set out in Parent organisations’ schemes of delegation</td>
</tr>
<tr>
<td></td>
<td>● Without prejudice to the ability of the relevant Officer to make a decision falling within this Level/a Retained Decision, where the corresponding Officer(s) at the other Partner does not agree with the approach to be adopted they may escalate the matter upwards to the relevant Officers of the Partners described at Level 4 for consideration.</td>
</tr>
<tr>
<td></td>
<td>● Make decisions on individual care packages where this is a Commissioning Decision and not a decision to be taken by Operational Staff.</td>
</tr>
</tbody>
</table>
SCHEDULE 6
INTEGRATED HEALTH AND CARE FUND AND FINANCIAL CONTRIBUTIONS FROM 1 APRIL 2019 TO 31 MARCH 2024

The contributions set out below are indicative for 2020/21 onwards and subject to annual agreement from the CCG and Council.

<table>
<thead>
<tr>
<th></th>
<th>Year 0 2018/19</th>
<th>Year 1 2019/20</th>
<th>Year 2* 2020/21</th>
<th>Year 3* 2021/22</th>
<th>Year 4* 2022/23</th>
<th>Year 5* 2023/24</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>£m</td>
<td>£m</td>
<td>£m</td>
<td>£m</td>
<td>£m</td>
<td>£m</td>
</tr>
<tr>
<td>Baseline Funding</td>
<td>£442.3</td>
<td>£161.4</td>
<td>£603.7</td>
<td>£442.3</td>
<td>£161.4</td>
<td>£603.7</td>
</tr>
<tr>
<td>Commissioners GPP/Savings Target</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(31.2)</td>
<td>(31.2)</td>
<td>(31.2)</td>
</tr>
<tr>
<td>Other - Inflation plus Grant, Growth and Other Funding</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(31.2)</td>
<td>(31.2)</td>
<td>(31.2)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>£442.3</td>
<td>£161.4</td>
<td>£603.7</td>
<td>£442.3</td>
<td>£161.4</td>
<td>£603.7</td>
</tr>
<tr>
<td>Baseline Funding</td>
<td>£442.3</td>
<td>£161.4</td>
<td>£603.7</td>
<td>£442.3</td>
<td>£161.4</td>
<td>£603.7</td>
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<tr>
<td>Commissioners GPP/Savings Target</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(31.2)</td>
<td>(31.2)</td>
<td>(31.2)</td>
</tr>
<tr>
<td>Other - Inflation plus Grant, Growth and Other Funding</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(31.2)</td>
<td>(31.2)</td>
<td>(31.2)</td>
</tr>
<tr>
<td><strong>IN VIEW SERVICES</strong></td>
<td>£442.3</td>
<td>£161.4</td>
<td>£603.7</td>
<td>£442.3</td>
<td>£161.4</td>
<td>£603.7</td>
</tr>
<tr>
<td><strong>TOTAL HEALTH AND CARE</strong></td>
<td>£473.5</td>
<td>£374.5</td>
<td>£848.0</td>
<td>£473.5</td>
<td>£374.5</td>
<td>£848.0</td>
</tr>
</tbody>
</table>

*Year 2 to 5 are indicative funding and are subject to agreement each year in line with the terms of the partnership agreement.

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SCHEDULE 7
GOVERNANCE ARRANGEMENTS FOR THE IHCF

1) HEALTH AND CARE COMMISSIONING BOARD TERMS OF REFERENCE
2) CHILDREN’S COMMISSIONING COMMITTEE TERMS OF REFERENCE
3) ADULTS’ COMMISSIONING COMMITTEE TERMS OF REFERENCE
4) PRIMARY CARE COMMISSIONING COMMITTEE TERMS OF REFERENCE
Health and Care Commissioning Board (HCCB)

Terms of Reference

1. Background and Scope

The Health and Care Commissioning Board will have overarching responsibility (subject to reserved matters) for all matters relating to the Integrated Health and Care Fund (Pooled Budget and Aligned Budgets) as set out in the Partnership Agreement Relating to Integrated Health and Care Commissioning Arrangements (the Partnership Agreement) between Salford City Council (SCC) and NHS Salford Clinical Commissioning Group (SCCG).

This document sets out commissioning arrangements where GPs via SCCG and Councillors of SCC can contribute to, and make decisions with regards to health and social care matters. The ethos of partnership working will underpin the programme of work, recognising that on occasion, difficult decisions may be required to benefit the Salford population.

In respect of the Integrated Health and Care Fund (Pooled Budget), the Health and Care Commissioning Board (‘the Board’) will sit as a joint committee established under Regulation 10(2) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (“the 2000 Regulations”). In respect of the CCG Aligned Budget element of the Integrated Health and Care Fund (Aligned Budgets), the Board will sit as a Committee of the Governing Body of SCCG on which there is Council representation. For the avoidance of doubt, insofar as the Board sits as a joint committee under the 2000 Regulations, SCC and/or SCCG are delegating the making of commissioning decisions to the Board and not to their individual representatives on the Board. For the avoidance of doubt where the Board sits as a Committee of the Governing Body of SCCG, SCCG is delegating the making of commissioning decisions to the Board collectively and not to their individual representatives on the Board.

The Board also acts as a venue in which decisions may be taken by the relevant SCC or SCCG Officer or SCC Member in respect of Retained Decisions. Retained Decisions relate to statutory duties and are decisions only exercisable by a specified Officer or SCC Member.
as detailed in Schedule 4 of the Partnership Agreement. For the avoidance of doubt, the relevant SCC or SCCG Officer or SCC Member retains an absolute discretion to take Retained Decisions outside of the venue of the Board. Before reaching such a decision the Officer or SCC Member shall use reasonable endeavours to ensure that he/she has heard and participated in discussion on the subject matter relevant to such Retained Decision at the relevant meeting of the Board. Such decisions should be formally reported to the next relevant meeting of the Board (although a failure to so report will not invalidate the decision).

The Board will provide a place for engagement regarding “in view” decisions, which are made by SCC or SCCG. Such “in view” decisions made by SCC or SCCG should also be reported to the Board for information (although a failure to so report will not invalidate the decision).

The Board will be responsible for setting the principles and high level strategic direction across the full responsibilities of health and social care commissioning that is the responsibility of the two partners, and that give effect to the priorities set out in the Locality Plan. The Board will have responsibility for considering and deciding on the movement of funding up to £1m between the three elements of the Integrated Health and Care Fund - Children’s, Adults’ and Primary Care (save that no such movement of funding may occur from that portion of the Aligned Budget relating to funding in relation to primary care services delegated from NHS England). The Board will provide oversight for decisions on all age services and on services for transition between Children’s and Adults’ commissioning responsibilities, where they do not obviously fall within the remit of either of the Commissioning Committees. In these instances the Board shall consider advice from the relevant Commissioning Committees.

In line with the Locality Plan and relevant commissioning plans the Board, sitting in its different configurations, will have overarching responsibility for the management of system level performance as well as the overall performance of providers commissioned from the Integrated Health and Care Fund (Pooled Budget and Aligned Budget). The Board will have overarching responsibility for the oversight of quality improvement and assurance of both the health and care system, and of providers commissioned for the Integrated Health and Care Fund (Pooled Budget and Aligned Budget).

The Board will have responsibility for providing a Salford response to Greater Manchester or Bolton, Salford and Wigan Partnership wide commissioning matters.

The Board will have delegated decision making authority of up to £1m with regards to the Integrated Health and Care Fund (Pooled Budget), the CCG Aligned Budget element of the Integrated Health and Care Fund (Aligned Budget) and any other relevant new funding
streams (such as grants). Ordinarily, commissioning decisions of £1m or less in value should not need to be taken by the Board, but it is recognised that on occasion such decisions may be escalated for consideration by the Board.

In addition to the Board, other officers and committees will have the authority to commit ‘Pooled’ and ‘Aligned’ resources as identified in Schedule 5 of the Partnership Agreement (this schedule will be attached to the working copies of the Terms of Reference).

Through its decision making processes the Board will adhere to all relevant aspects of SCC’s Constitution, including SCC’s duties of transparency in relation to ‘Key Decisions’ (see Schedule 5 of the Partnership Agreement). It will also adhere to all relevant aspects of the SCCG’s Constitution (including its Standing Orders and Standing Financial Instructions).

As required, the Board may establish non-decision making groups and seek assurances about progress via the receipt of regular reports.

These Terms of Reference have been prepared to outline the responsibilities of the Board and have been approved by SCCG’s Governing Body and by SCC’s City Mayor in consultation with the SCC’s Cabinet. They form part of the Partnership Agreement. They will remain valid until such time as there is a need to implement revised governance arrangements, in accordance with section 9 of these Terms of Reference.

Partnership working is vital to the success of integrated commissioning, however it is acknowledged that at all times, individual organisation powers remain in place as set out below and in the Partnership Agreement.

2. Core Principles and Responsibilities

The work of the Board will be driven by the following core principles:

- Decisions will be based on achieving better outcomes and experience for the residents of Salford, and for those that use the health and care services within the city;
- Service transformation will deliver an effective and efficient use of resources (within the statutory requirement to meet SCCG’s and SCC’s financial duties) whilst assuring safe and effective standards of service;
- New care models will be developed by commissioners in partnership with providers, citizens and communities;
- Services and support will be evidence-based and of the best quality, encompassing safety, effectiveness and experience;
Salford’s local population will be given more choice, in so far as this is possible and practical, and influence over services and support, which promote prevention, self-care and independence.

Clinical and democratic accountability will be implicit within all decisions;

Respect will be given to professional areas of knowledge and expertise;

There will be collective management of risks and benefits; and

Each organisation remains sovereign: whilst decision-making responsibilities can be shared, accountability cannot.

The Board has responsibility to deliver clearly defined objectives which are detailed below:

Contribute to the development of Salford’s Locality Plan and SCC’s and SCCG’s Strategic and Operational Plans;

Use national and international best practice together with the Joint Strategic Needs Assessment (JSNA) data to influence decisions, working in partnership with other statutory and non-statutory organisations to improve health and wellbeing and reduce inequalities;

Provide strategic oversight and assurance regarding the development and delivery of the health, wellbeing and care service and support commissioning plans and associated financial plans for approval by SCC Mayor/Cabinet and the SCCG Governing Body. Ensure all new and existing workstreams, initiatives and projects are complementary and aligned;

Facilitate coherence and working towards shared goals with other commissioners, partners and programmes of work, including but not limited to:

- Wider Salford Integrated Commissioning Arrangements;
- Health and Wellbeing Board and other relevant city wide partnership;
- Healthier Together / Bolton, Salford and Wigan Partnership Acute Reconfiguration Programme;
- Greater Manchester Devolution including the Greater Manchester Health and Care Partnership and the Joint Commissioning Board; and

Make decisions regarding new and existing contracts for health and social care services;
✓ Promote engagement of public, service users and patients to inform decision making;
✓ Drive forward service improvement and the development of new models of care, through an inclusive approach, including engaging with the Adults' Advisory Board and 0-25 Advisory Board, as well as with relevant stakeholders whether individually or collectively. Make service/service model change and/or investment/disinvestment decisions, considering business cases and service reviews/evaluations;
✓ Provide strategic oversight and assurance regarding quality assurance and quality improvement of all commissioned services, in line with the Quality Strategy, including receiving reports as required;
✓ Manage performance and risk, considering performance data, setting improvement targets and timescales, reviewing provider performance, measuring progress against relevant aims, objectives and plans, and assessing risk, escalating matters as needed;
✓ Maximise the benefit of democratic accountability and clinical leadership through the role of Elected Members and Clinicians on the Board.
✓ Ensure that all aspects of financial governance are followed.
✓ Promote learning that could be shared with other programmes and / or applied to different client groups; and
✓ Inform the work of the Health and Social Care Scrutiny Panel and the Children’s Scrutiny Panel, relevant to their areas of responsibility, as well as providing appropriate reporting in response to the ‘call in’ of key decisions;

These core principles and responsibilities should be read in conjunction with the levels of decision making authority provided in Schedule 5 of the Partnership Agreement.

3. Membership, Attendance and Quorum

Membership

The Board will comprise the following core members:

<table>
<thead>
<tr>
<th>Voting Members – Name</th>
<th>Organisation</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Mayor</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Statutory Deputy City Mayor</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Deputy City Mayor</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Lead Member for Adult Services, Health and Wellbeing</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Position</td>
<td>Organisation</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Lead Member for Children’s and Young People Services</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Lead Member for Finance and Support Services</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Chair</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Chief Accountable Officer</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Medical Director</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Chief Finance Officer</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Deputy Chair/Senior Lay Person</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Clinical Director for Transformation</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Clinical Director of Partnerships/Neighbourhood Lead</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Neighbourhood Lead</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Director of Commissioning</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Director of Quality and Innovation</td>
<td>NHS Salford CCG</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Voting Members – Name</th>
<th>Organisation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Strategic Director for People</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Director of Public Health</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Chief Finance Officer</td>
<td>Salford City Council</td>
</tr>
</tbody>
</table>

Other individuals will be co-opted onto the Board as necessary on an ad-hoc or longer term basis to inform discussions. Such individuals will be non-voting. The Board may also invite other people to address it, deliver a report to it and/or answer questions.

The Board will be co-chaired by the Mayor on behalf of SCC and the SCCG Chair on behalf of SCCG with chairing responsibility rotated between meetings.

Agendas will be jointly agreed in terms of content and forward planning. Agendas will be structured to clearly distinguish between decisions to be taken in respect of the Integrated Health and Care Fund (Pooled Budget) by the Board sitting as a joint committee under the 2000 Regulations, decisions taken in respect of the CCG Aligned Budget element of the
Integrated Health and Care Fund by the Board sitting as a committee of SCCG and Retained Decisions taken by the relevant SCC or SCCG Officer in the venue of the Board.

Democratic services support will be provided by SCC. The main contact at SCCG will be nominated by the Head of Governance and Policy. The main contact at SCC will be nominated by the SCC Monitoring Officer. Defined duties will specifically include the circulation of agendas and papers five clear working days in advance of each scheduled meeting. In addition, officer support will assist the chair(s) in the management of all associated business.

**Attendance**

It will be important that members of the Board commit to attend meetings of the Board. The appointment of substitute members is not permitted.

**Quorum, Decision Making, Voting and Urgent Decisions**

The Board will be quorate providing one-third of the voting membership is in attendance, with at least three members present from each of SCCG and SCC.

The Board will aim to achieve a consensus for all decisions.

Where the Board is making a decision as a joint committee of SCCG and SCC a decision reached is a joint decision of the partners binding on both partners.

Where the Board is making a decision as a committee of the Governing Body of SCCG that decision is a decision of SCCG and is binding on SCCG only.

In those circumstances where consensus cannot be reached and a decision must be taken, the issue may be put to a vote.

If a decision of the Board acting as a joint committee is put to a vote, then all SCCG members will be entitled to vote on behalf of SCCG. SCC voting members will be entitled to vote on behalf of SCC. **This is subject to the decision-making safeguards set out below.**

If a decision of the Board acting as a committee of the Governing Body of SCCG is put to a vote, then all voting members entitled to vote (see below) shall do so as individual members of the Board. **This is subject to the decision-making safeguards set out below.**

Should it be agreed that a matter should be taken to a vote (see below for how this is to be decided), there shall be an equal number of votes allocated to SCCG members and to SCC voting members, regardless of the number of members in attendance. The number of votes will be determined by reference to the lower number of voting members in attendance at that meeting from either of the partners. Votes will be given in the order of the voting members
listed in the table above, to the number required to meet the determined number of voting members from either organisation.

As an illustration, should all voting members from SCCG be present and four voting members from SCC be present, then four votes will be allocated to SCCG members and four votes allocated to SCC members. All four of the SCC members will vote and the four votes available to CCG members would be determined as follows:

- Chair;
- Chief Accountable Officer;
- Medical Director; and
- Chief Finance Officer.

A vote will be carried by a simple majority.

Should a vote be tied, the process will be to take the issue outside of the meeting to obtain further detail/information relevant to the decision in hand. There will be no casting vote to resolve such deadlock. The issue will then be brought back to the next meeting of the Board with a clear recommendation for approval or alternatively the matter will be escalated to the partner organisations. Where the matter under consideration is a decision of the Board acting as a committee of the Governing Body of SCCG, the decision will be escalated to SCCG for decision and to SCC for consideration and comment.

However, before a vote can be considered the majority of voting members from both partner organisations who would be entitled to participate in the relevant vote (having applied the balancing mechanism above to ensure equality of votes between the organisations as described above) must have agreed that it is appropriate to determine the issue in this manner. Before choosing to put the issue to a vote, the Board may instead ask for further work to be undertaken on the issue to explore, clarify, mitigate or minimise any concerns. The Board may ask for specific individuals who may or may not be part of the Board to discuss the issue further to try to find a suitable resolution on the issue. The issue would then be brought back to a future Board meeting.

Where a decision cannot be made through consensus and it is not acceptable to undertake further work or discussion on the issue outside of the Board meeting or put the issue to a vote, the issue will be referred back to the partner organisations. Where the matter under consideration is a decision of the Board acting as a committee of the Governing Body of SCCG, the decision will be escalated to SCCG for decision and to SCC for consideration and comment.
Either Partner may, notwithstanding the provisions of these Terms of Reference, make any Urgent Decision (as defined below) that would otherwise be taken by the Board, themselves. This is provided for in the Partnership Agreement.

Where either Partner makes an Urgent Decision it shall report such Urgent Decision to the Health and Care Commissioning Board at its next meeting together with an explanation of:

- what the decision was;
- why it was deemed an Urgent Decision; and
- any implications of such Urgent Decision on the Partnership Arrangements.

Where either Partner considers that the other Partner’s justification for making an Urgent Decision is not reasonable or not substantiated and/or if the Partners cannot agree as to the implications of any Urgent Decision on the Partnership Arrangements, then either Partner may refer any such matter to the Disputes Procedure under the Partnership Agreement.

“Urgent Decision” means a decision by either Partner made in relation to any decision that would otherwise be a Commissioning Decision to be made under the Partnership Arrangements where the making of such decision by that Partner falls within the statutory powers of that Partner (otherwise than as supplemented by any flexibility accessible by virtue of Section 75 NHSA 2006) and can be justified as an urgent and/or emergency decision under the CCG’s Standing Orders or Standing Financial Instructions or under the CCG’s constitution or as urgent and/or emergency decision under the Council’s constitution (as applicable).

For the avoidance of doubt, decisions taken by individual officers of SCC or SCCG or individual SCC Members, whether taken within the venue of the Board or elsewhere, are not subject to the above rules on ‘Quorum, Decision-making, Voting and Urgent Decisions’.

**Responsibilities and Behaviour**

Members of the Board have a collective responsibility for its operation. They will participate in discussion, review evidence and provide objective expert input to the best of their knowledge and ability, and endeavour to reach a collective view.

Members of the Board will behave in a manner consistent with the Core Principles outlined in Section 2 of these Terms of Reference and will adhere to the behaviours highlighted in the Nolan Principles, recognising that the success of the work programme will depend upon relationships and an environment of integrity, trust, collaboration and innovation.

Specific reference will be paid to both organisations’ core values.
NHS Salford CCG:  
✓ Collaborative;  
✓ Innovative: and  
✓ Act with integrity.  

Salford City Council:  
✓ Pride;  
✓ Passion;  
✓ People; and  
✓ Personal Responsibility.  

Decision Making Authority

The Board has decision making authority of up to £1m.

Decisions Reserved to the Partner Organisations

Whilst the need to retain some ‘reserved matters’ is recognised, it will be critical that the Board has a clear mandate and sufficient delegated authority to take forward its work without requiring separate approvals at each stage of a process.

Whilst the Board will act as an overarching responsible body for integrated care (in line with relevant statutory responsibilities), it will work alongside the Adults’ Commissioning Committee, the Children’s Commission Committee, the Primary Care Commissioning Committee and the Health and Wellbeing Board, recognising the latter’s role in setting city wide strategy and promoting integrated care and partnerships.

The work of the Board will be subject to review by the Health and Social Care Scrutiny Panel, the Children’s Scrutiny Panel and audit arrangements on both sides, where appropriate.

4. Patient, Public and Service User Involvement

The Board will ensure that commissioning activities include appropriate service user/patient, carer and public involvement in line with SCC’s and SCCG’s respective duties.

5. Conflicts of Interest/ Codes of Conduct

Members will be aware of what may constitute a Conflict of Interest under their own organisation’s Conflict of Interest Policies, and must ensure that any such Conflicts of Interest are formally disclosed to the Board and will ensure they are subsequently managed in adherence with their organisations’ respective Conflict of Interest Policies. In addition, appropriate Codes of Conduct will be followed at all times by members of the Board.
alongside adherence to the Nolan Principles and compliance with any statutory bar on participation and/or voting in particular circumstances.

The Board will formally record its deliberations within relevant minutes. Such minuting will be undertaken by the designated officer support provided by SCC, alongside the management of paperwork and version control.

Depending upon the topic under discussion and the nature of a conflict of interest disclosed or identified, the member may be:

- Allowed to remain in the meeting and contribute to the discussion;
- Allowed to remain in the meeting and contribute to the discussion but leave the meeting at the point of decision; or
- Asked to leave the meeting for the duration of the item under consideration.

In relation to rights of access to information, including the publication/availability of agendas, reports, background documents and minutes, and public attendance at meetings, the Board shall comply with the Public Bodies (Admission to Meetings) Act 1960 and shall apply rules equivalent to those of Part VA of the Local Government Act 1972 (“the 1972 Act”). Such rights of access to information may be limited where the Board considers “confidential information” or “exempt information”, in a manner equivalent to that provided for by the 1972 Act.

In relation to decisions that would meet the criteria for a “key decision” under SCC’s Constitution, additional publication requirements will apply in line with those set out in that Constitution.

6. Frequency of Meetings

Meetings will ordinarily be scheduled on a bi-monthly basis.

The Co-Chairs of the Board may call extraordinary meetings at their discretion. A minimum of five clear working days’ notice will be required.

7. Reporting

The Board will be accountable to the partner organisations which will receive regular written reports from the Board.
8. **Policy and Best Practice**

The Board will apply best practice in its deliberations and in making any recommendations. It will conduct its business in accordance with national guidance and relevant codes of conduct and good governance practice.

9. **Review of Terms of Reference**

These Terms of Reference will be formally reviewed by SCC and SCCG at the date below and amended following such review, such amendment being recorded in writing and signed by both parties. Alternatively they may be amended by mutual agreement in writing between both partners at any time to reflect changes in circumstances which may arise. Any amendment of these Terms of Reference that would require a corresponding amendment of any other provision of the Partnership Agreement and/or would create any conflict or inconsistency with any other provision of the Partnership Agreement shall only be valid if agreed as a Variation (as defined in the Partnership Agreement) of the Partnership Agreement (together with all corresponding consequential amendments necessary in the provisions of the Partnership Agreement).

**Terms of Reference Agreed (Date):** March 2019

**Review Date:** March 2020
Children’s Commissioning Committee (CCC)

Terms of Reference

1. Background and scope

The Children’s Commissioning Committee will have responsibility (subject to reserved matters) for all matters relating to the Children’s Services Integrated Health and Care Fund (Pooled Budget and Aligned Budgets) as set out in the Partnership Agreement Relating to Integrated Health and Care Commissioning Arrangements (the Partnership Agreement) Salford City Council (SCC) and NHS Salford Clinical Commissioning Group (SCCG).

This document sets out new commissioning arrangements where GPs via SCCG and Councillors of SCC can contribute to, and make decisions with regards to health and social care matters. The ethos of partnership working will underpin the programme of work, recognising that on occasion, difficult decisions may be required to benefit the Salford population.

These Terms of Reference form part of the Partnership Agreement Relating to Integrated Health and Care Commissioning Arrangements (“the Partnership Agreement”) between Salford City Council (SCC) and NHS Salford Clinical Commissioning Group (SCCG).

In respect of the Integrated Health and Care Fund (Pooled Budget), the Children’s Commissioning Committee (‘the Committee’) will sit as a joint committee established under Regulation 10(2) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (“the 2000 Regulations”). In respect of the CCG Aligned Budget element of the Integrated Health and Care Fund (Aligned Budgets), the Committee will sit as a Committee of the Governing Body of SCCG on which there is Council representation. For the avoidance of doubt, insofar as the Committee sits as a joint committee under the 2000 Regulations, Salford City Council (SCC) and/or NHS Salford CCG (SCCG) are delegating the making of commissioning decisions to the Committee and not to their individual representatives on the Committee. For the avoidance of doubt where the Committee sits as
a Committee of the Governing Body of SCCG, SCCG is delegating the making of commissioning decisions to the Committee collectively and not to individual representatives on the Committee.

The Committee also acts as a venue in which decisions may be taken by the relevant SCC or SCCG Officer or SCC Member in respect of Retained Decisions. Retained Decisions relate to statutory duties and are decisions only exercisable by a specified Officer or SCC Member as detailed in Schedule 4 of the Partnership Agreement. For the avoidance of doubt, the relevant SCC or SCCG Officer or SCC Member retains an absolute discretion to take Retained Decisions outside of the venue of the Committee. Before reaching such a decision the Officer or SCC Member shall use reasonable endeavours to ensure that he/she has heard and participated in discussion on the subject matter relevant to such Retained Decision at the relevant meeting of the Committee. Such decisions should be formally reported to the next relevant meeting of the Committee (although a failure to so report will not invalidate the decision).

The Committee will provide a place for engagement regarding “in view” decisions relating to children, which are made by SCC or SCCG. Such “in view” decisions made by SCC or SCCG should also be reported to the Committee for information (although a failure to so report will not invalidate the decision).

The Children’s Advisory Board is responsible for supporting the programme management and coordination of SCC’s transformation programme for Children, Young People and their Families. The Board focus will be on the system wide transformation outlined in the diagram below:
The Committee will be responsible for the Commissioning Plan for 0-25 People’s Service.

The Committee will have delegated decision making authority of up to £1m in relation to all associated children’s commissioning decisions, with regards to the Integrated Health and Care Fund (Pooled Budget) and the CCG Aligned Budget element of the Integrated Health and Care Fund (Aligned Budgets), and any other future funding streams (such as grants). In addition, other officers and committees will have the authority to commit ‘Pooled’ and ‘Aligned’ resources as identified in Schedule 5 of the Partnership Agreement (this schedule will be attached to the working copies of the Terms of Reference).

Through its decision making processes it will adhere to all relevant aspects of SCC’s Constitution, including SCC’s duties of transparency in relation to ‘Key Decisions’. It will also adhere to all relevant aspects of the NHS Salford CCG’s Constitution (including its Standing Orders and Standing Financial Instructions).

In line with the Commissioning Plan the Committee in its different configurations, will have responsibility for the management of system level performance as well as the overall performance of providers commissioned from the Integrated Health and Care Fund (Pooled Budget and Aligned Budgets).

As required, the Committee may establish non-decision making groups and seek assurances about progress via the receipt of regular reports.
These Terms of Reference have been prepared to outline the responsibilities of the Committee. They will be approved by SCCG’s Governing Body and by SCC’s City Mayor in consultation with SCC’s Cabinet. They will remain valid until such time as there is a need to implement revised governance arrangements in accordance with section 9 of these Terms of Reference.

Partnership working is vital to the success of the integrated commissioning, however it is acknowledged that at all times, individual organisation powers remain in place as set out below and in the Partnership Agreement.

2. Core Principles and Responsibilities

Core Principles of the work of the Committee will be driven by the following core principles:

- Decisions will be based on achieving better outcomes and experience for children, young people and families who require Health and Care Services;
- Service transformation will deliver an effective and efficient use of resources (within the statutory requirement to meet the SCCG’s and SCC’s financial duties) whilst assuring safe and effective standards of service;
- New service models will be developed by health and social care commissioners in partnership with providers, citizens and communities;
- Services will be evidence-based and of the best quality, encompassing safety, effectiveness and experience;
- Salford residents will be given more choice and control of services, in so far as this is possible and practical, and influence over services which promote prevention, and support self-care and independence;
- Clinical and democratic accountability will be implicit within all decisions;
- Respect will be given for professional areas of knowledge and expertise;
- There will be collective management of risks and benefits; and
- Each organisation remains sovereign: whilst decision-making responsibilities can be shared, accountability cannot.

The Committee has responsibility to deliver clearly defined objectives which are detailed below:

- Contribute to the development of SCC’s and SCCG’s joint Strategic and Operational Plans for children and young people;
✓ Acknowledge the interdependencies of this programme of work ensuring that all options considered are congruent with, but not limited to:
  • Wider Salford Integrated Commissioning Arrangements;
  • 0-25s Advisory Board;
  • Greater Manchester Devolution;
  • Joint Commissioning of Primary Care;
  • Healthier Together/ North West Sector Acute Reconfiguration Programme; and
  • National guidance, including from NHS England, Department of Health, Department for Education, Public Health England, and other relevant national organisations;
✓ Respond and contribute to the Joint Strategic Needs Assessment (JSNA), working in partnership with other statutory and non-statutory organisations to improve health and wellbeing and reduce inequalities;
✓ Lead the development and delivery of the Children’s commissioning Plan;
✓ Inform the work of Children’s Scrutiny Panel as well as providing appropriate reporting in response to the ‘call in’ resulting from key decisions;
✓ Develop a robust evaluation framework to ensure progress can be measured against the Locality Plan and Children’s Commissioning Plan aims and improvement targets;
✓ Facilitate coherence and working towards shared goals and objectives with co-commissioners and other partners;
✓ To instigate performance intervention in line with contract clauses e.g. performance notices, contract deductions etc. Information received will include:
  • Compliance or any failure to comply with standards and targets;
  • Service user/patient or carer experience feedback (including themes and trends from complaints and surveys);
  • Measures of staff satisfaction; and
  • Safeguarding case reviews and data via the Bridge;
✓ Make investment/disinvestment decisions and review evaluations;
✓ Consider provider performance, including quality assurance;
✓ Set improvement targets and timescales, using the identified improvement measures;
✓ Establish arrangements to enable the development of new models of care;
✓ Review existing initiatives to align complimentary workstreams and consolidate projects;
✓ As appropriate, consult with and allocate responsibilities / tasks to appropriate sub groups;
✓ Ensure democratic accountability through the role of Elected Members on the Committee;
✓ Ensure clinical and professional accountability and leadership;
✓ Propose changes to existing payment mechanisms and contractual arrangements with relevant providers where necessary to support new models of care and outcomes based commissioning;
✓ Promote learning that could be shared with other programmes and / or applied to different client groups;
✓ Ensure that all aspects of best practice, both nationally and internationally are duly considered and where appropriate applied;
✓ Ensure that appropriate risk management and escalation processes are correctly adhered to;
✓ Ensure that all aspects of financial governance are followed; and
✓ Seek advice from the Safeguarding Board about the impact of decisions on safety.

These core principles and responsibilities should be read in conjunction with the levels of decision making authority provided in Schedule 5 of the Partnership Agreement.

3. Membership, Attendance and Quorum

Membership

The Committee will comprise the following core members:

<table>
<thead>
<tr>
<th>Voting Members – Name</th>
<th>Organisation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Member for Children’s and Young People Services</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Executive Support for Education and Learning</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Executive Support for Social Care and Mental Health</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Lead member for Finance and Support Services</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Clinical Director of Partnerships/Neighbourhood Lead</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Chief Accountable Officer</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Clinical Director of Transformation</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Chief Finance Officer</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Neighbourhood Lead</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>-------------------</td>
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</tr>
<tr>
<td>Director of Commissioning</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Director of Quality and Innovation</td>
<td>NHS Salford CCG</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Voting Members – Name</th>
<th>Organisation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategic Director for People</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Director of Public Health</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Chief Finance Officer</td>
<td>Salford City Council</td>
</tr>
</tbody>
</table>

Other individuals will be co-opted onto the Committee as necessary on an ad-hoc or longer term basis to inform discussions and in addition. Such individuals will be non-voting.

The Committee may also invite other people to address it, deliver a report to it and/or answer questions.

The Committee will be jointly chaired by the Lead Member for Children's and Young People Services on behalf of SCC and the Clinical Director of Partnerships on behalf of SCCG with chairing responsibility rotated between meetings.

Agendas will be jointly agreed in terms of content and forward planning. Agendas will be structured to clearly distinguish between decisions to be taken in respect of the Integrated Health and Care Fund (Pooled Budget) by the Committee sitting as a joint committee under the 2000 Regulations, decisions taken in respect of the CCG Aligned Budget element of the Integrated Health and Care Fund by the Committee sitting as a committee of the Governing Body of SCCG and Retained Decisions taken by the relevant the SCC or SCCG Officer in the venue of the Committee.

Committee meeting support will be provided by SCC. The main contact at SCCG will be nominated by the Head of Governance and Policy. The main contact at SCC will be nominated by the SCC Monitoring Officer. Defined duties will specifically include the circulation of agendas and papers five clear working days in advance of each scheduled meeting. In addition, officer support will assist the chair(s) in the management of all associated business.

**Attendance**

It will be important that members of the Committee commit to attend the Committee. However, where this is not possible a substitute appointed by the relevant organisation may
attend. Substitutes must be able to contribute and make decisions on behalf of the organisation they are representing and, if substituting for a voting member, vote.

**Quorum, Decision Making, Voting and Urgent Decisions**

The Committee will be quorate providing one-third of the voting membership is in attendance, with at least three members present from each of SCCG and SCC.

The Committee will aim to achieve a consensus for all decisions.

Where the Committee is making a decision as a joint committee of SCCG and SCC a decision reached is a joint decision of the partners binding on both partners.

Where the Committee is making a decision as a committee of the Governing Body of SCCG that decision is a decision of SCCG and is binding on SCCG only.

In those circumstances where consensus cannot be reached and a decision must be taken, the issue may be put to a vote.

If a decision of the Committee acting as a joint committee is put to a vote, then all SCCG members will be entitled to vote on behalf of SCCG. SCC voting members will be entitled to vote on behalf of SCC. **This is subject to the decision-making safeguards set out below.**

If a decision of the Committee acting as a committee of the Governing Body of SCCG is put to a vote, then all voting members entitled to vote (see below) shall do so as individual members of the Committee. **This is subject to the decision-making safeguards set out below.** Should it be agreed that a matter should be taken to a vote (see below for how this is to be decided), there shall be an equal number of votes allocated to SCCG members and to SCC voting members regardless of the number of members in attendance. The number of votes will be determined by reference to the lower number of voting members in attendance at that meeting from either of the partners. Votes will be given in the order of the voting members listed in the table above, to the number required to meet the determined number of voting members from either organisation.

As an illustration, should all voting members from SCCG be present and four voting members form SCC be present, then four votes will be allocated to SCCG members and four votes allocated to SCC members. All four of the SCC members will vote and the four votes ascribed to CCG members would be determined as follows:

- Clinical Director of Partnerships/Neighbourhood Lead;
- Chief Accountable Officer;
- Clinical Director for Transformation; and
- Chief Finance Officer.
A vote will be carried by a simple majority.

Should a vote be tied, the process will be to take the issue outside of the meeting to obtain further detail/information relevant to the decision in hand. There will be no casting vote to resolve such deadlock. The issue will then be brought back to the next meeting of the committee with a clear recommendation for approval or alternatively the matter will be escalated to the Health and Care Commissioning Board. Where the matter under consideration is a decision of the Committee acting as a committee of the Governing Body of SCCG, the decision will be escalated to the Health and Care Commissioning Board for consideration of the Health and Care Commissioning Board acting as a committee of the Governing Body of SCCG.

However, before a vote can be considered the majority of voting members from both partner organisations who would be entitled to participate in the relevant vote (having applied the balancing mechanism above to ensure equality of votes between the organisations as described above) must have agreed that it is appropriate to determine the issue in this manner. Before choosing to put the issue to a vote, the Committee may instead ask for further work to be undertaken on the issue to explore, clarify, mitigate or minimise any concerns. The Committee may ask for specific individuals who may or may not be part of this Committee to discuss the issue further to try to find a suitable resolution on the issue. The issue would then be brought back to a future Committee meeting.

Where a decision cannot be made through consensus and it is not acceptable to undertake further work or discussion on the issue outside of the Committee meeting or put the issue to a vote, the issue will be referred back to the Health and Care Commissioning Board. Where the matter under consideration is a decision of the Committee acting as a committee of the Governing Body of SCCG, the decision will be escalated to the Health and Care Commissioning Board for consideration of the Health and Care Commissioning Board acting as a committee of the Governing Body of SCCG.

Either Partner may, notwithstanding the provisions of these Terms of Reference, make any Urgent Decision (as defined below) that would otherwise be taken by the Committee, themselves. This is provided for in the Partnership Agreement.
Where either Partner makes an Urgent Decision it shall report such Urgent Decision to the Committee at its next meeting together with an explanation of:

- what the decision was;
- why it was deemed an Urgent Decision; and
- any implications of such Urgent Decision on the Partnership Arrangements.

Where either Partner considers that the other Partner’s justification for making an Urgent Decision is not reasonable or not substantiated and/or if the Partners cannot agree as to the implications of any Urgent Decision on the Partnership Arrangements, then either Partner may refer any such matter to the Disputes Procedure under the Partnership Agreement.

"Urgent Decision" means a decision by either Partner made in relation to any decision that would otherwise be a Commissioning Decision to be made under the Partnership Arrangements where the making of such decision by that Partner falls within the statutory powers of that Partner (otherwise than as supplemented by any flexibility accessible by virtue of Section 75 NHSA 2006) and can be justified as an urgent and/or emergency decision under the CCG’s Standing Orders or Standing Financial Instructions or under the CCG’s constitution or as urgent and/or emergency decision under the Council’s constitution (as applicable).

For the avoidance of doubt, decisions taken by individual officers of SCC or SCCG or individual SCC Members, whether taken within the venue of the Board or elsewhere, are not subject to the above rules on ‘Quorum, Decision-making, Voting and Urgent Decisions’.

**Responsibilities and Behaviour**

Members of the Committee have a collective responsibility for its operation. They will participate in discussion, review evidence and provide objective expert input to the best of their knowledge and ability, and endeavour to reach a collective view.

Members of the Committee will behave in a manner consistent with the Core Principles outlined in Section 2 of these Terms of Reference and will adhere to the behaviours highlighted in the Nolan Principles, recognising that the success of the work programme will depend upon relationships and an environment of integrity, trust, collaboration and innovation.

Specific reference will be paid to both organisations’ core values:

NHS Salford CCG:  
Salford City Council:
Decision Making Authority

The Committee has delegated decision making authority of up to £1m.

Decisions Reserved to Partner Organisations and the Health and Care Commissioning Board

Whilst the areas which are ‘reserved matters’ are recognised, it will be critical that the Committee has a clear mandate and sufficient delegated authority to take forward commissioning decisions falling within these Terms of Reference without requiring separate approvals at each stage in the process.

Whilst the Committee will act as a responsible body for integrated commissioning for children (in line with relevant statutory responsibilities), it will work alongside the Children’s Advisory Board and the Health and Wellbeing Board, recognising the latter’s role in setting city wide strategy and promoting integrated care and partnerships.

The work of the Committee will be subject to review by the Children’s Scrutiny Panel and audit arrangements of both SCC and SCCG, where appropriate.

4. Public, service user and patient involvement

The Committee will ensure that commissioning activities include appropriate service user/patient, carer and public involvement in line with SCC’s and SCCG’s respective duties.

5. Conflicts of Interest / Codes of Conduct / Transparency

Members will be aware of what may constitute a Conflict of Interest under their own organisation’s Conflict of Interest Policies, and must ensure that any such Conflicts of Interest are formally disclosed to the Committee and will ensure they are subsequently managed in adherence with their organisations’ respective Conflict of Interest Policies. In addition, appropriate Codes of Conduct will be followed at all times by members of the
Committee alongside adherence to the Nolan Principles and compliance with any statutory bar on participation and/or voting in particular circumstances. The Committee will formally record its deliberations within relevant minutes. Such minuting will be undertaken by the designated officer support provided by SCC, alongside the management of paperwork and version control.

Depending upon the topic under discussion and the nature of a conflict of interest disclosed or identified, the member may be:

- Allowed to remain in the meeting and contribute to the discussion;
- Allowed to remain in the meeting and contribute to the discussion but leave the meeting at the point of decision; or
- Asked to leave the meeting for the duration of the item under consideration.

In relation to rights of access to information, including the publication/availability of agendas, reports, background documents and minutes, and public attendance at meetings, the Committee shall comply with the Public Bodies (Admission to Meetings) Act 1960 and shall apply rules equivalent to those of Part VA of the Local Government Act 1972 (“the 1972 Act”). Such rights of access to information may be limited where the Committee considers “confidential information” or “exempt information”, in a manner equivalent to that provided for by the 1972 Act.

In relation to decisions that would meet the criteria for a “key decision” under SCC’s Constitution, additional publication requirements will apply in line with those set out in that Constitution.

6. Frequency of Meetings

Meetings will ordinarily be scheduled on a bi-monthly basis.

The Co-Chair(s) of the Committee may call extraordinary meetings at their discretion. A minimum of five clear working days’ notice will be required.

7. Reporting

The Committee will be accountable to the Health and Care Commissioning Board, which will receive regular written reports from the Committee.
8. **Policy and Best Practice**

The Committee will apply best practice in its deliberations and in making any recommendations. It will conduct its business in accordance with national guidance and relevant codes of conduct and good governance practice.

9. **Review of Terms of Reference**

These Terms of Reference will be formally reviewed by SCC and SCCG at the date below and amended following such review, such amendment being recorded in writing and signed by both parties. Alternatively they may be amended by mutual agreement in writing between both partners at any time to reflect changes in circumstances which may arise. Any amendment of these Terms of Reference that would require a corresponding amendment of any other provision of the Partnership Agreement and/or would create any conflict or inconsistency with any other provision of the Partnership Agreement shall only be valid if agreed as a Variation (as defined in the Partnership Agreement) of the Partnership Agreement (together with all corresponding consequential amendments necessary in the provisions of the Partnership Agreement).

**Terms of Reference Agreed (Date):** March 2019

**Review Date:** March 2020
Adults’ Commissioning Committee (CCC)

Terms of Reference

1. Background and scope

The Adults’ Commissioning Committee will have responsibility (subject to reserved matters) for all matters relating to the Adults’ Services Integrated Health and Care Fund (Pooled Budget and Aligned Budgets) as set out in the Partnership Agreement Relating to Integrated Health and Care Commissioning Arrangements (the Partnership Agreement) Salford City Council (SCC) and NHS Salford Clinical Commissioning Group (SCCG).

This document sets out commissioning arrangements where GPs via SCCG and Councillors of SCC can contribute to, and make decisions with regards to health and social care matters. The ethos of partnership working will underpin the programme of work, recognising that on occasion, difficult decisions may be required to benefit the Salford population.

In respect of the Integrated Health and Care Fund (Pooled Budget), the Adults’ Commissioning Committee (‘the Committee’) will sit as a joint committee established under Regulation 10(2) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (“the 2000 Regulations”). In respect of the CCG Aligned Budget element of the Integrated Health and Care Fund (Aligned Budgets), the Committee will sit as a Committee of the Governing Body of SCCG on which there is Council representation. For the avoidance of doubt, insofar as the Committee sits as a joint committee under the 2000 Regulations, Salford City Council and/or NHS Salford CCG are delegating the making of commissioning decisions to the Committee and not to their individual representatives on the Committee. For the avoidance of doubt where the Committee sits as a Committee of the Governing Body of SCCG, SCCG is delegating the making of commissioning decisions to the Committee collectively and not to individual representatives on the Committee.
The Committee also acts as a venue in which decisions may be taken by the relevant SCC or SCCG Officer or SCC Member in respect of Retained Decisions. Retained Decisions relate to statutory duties and are decisions only exercisable by a specified Officer or SCC Member as detailed in Schedule 4 of the Partnership Agreement. For the avoidance of doubt, the relevant SCC or SCCG Officer or SCC Member retains an absolute discretion to take Retained Decisions outside of the venue of the Committee. Before reaching such a decision the Officer or SCC Member shall use reasonable endeavours to ensure that he/she has heard and participated in discussion on the subject matter relevant to such Retained Decision at the relevant meeting of the Committee. Such decisions should be formally reported to the next relevant meeting of the Committee (although a failure to so report will not invalidate the decision).

The Committee will provide a place for engagement regarding “in view” decisions relating to adults, which are made by SCC or SCCG. Such “in view” decisions made by SCC or SCCG should also be reported to the Committee for information (although a failure to so report will not invalidate the decision).

The Committee will be responsible for the commissioning elements of the Locality Plan relating to adults and associated commissioning plans. The Locality Plan outlines our ambitions in relation to health, care and public health services, as well as the work being done to prevent and reduce ill health, improve outcomes and promote wellbeing.

The Committee will have delegated decision making authority of up to £1m in relation to all associated adult commissioning decisions, with regards to the Integrated Health and Care Fund (Pooled Budget), the CCG Aligned Budget element of the Integrated Health and Care Fund (Aligned Budget) and any other relevant new funding streams (such as grants). In addition, other officers and committees will have the authority to commit ‘Pooled’ and ‘Aligned’ resources as identified in Schedule 5 of the Partnership Agreement (this schedule will be attached to the working copies of the Terms of Reference).

Through its decision making processes it will adhere to all relevant aspects of SCC’s Constitution, including SCC’s duties of transparency in relation to ‘Key Decisions’ (see Schedule 5 of the Partnership Agreement). It will also adhere to all relevant aspects of the SCCG’s Constitution (including its Standing Orders and Standing Financial Instructions).

In line with the Locality Plan and relevant commissioning plans the Committee in its different configurations, will have responsibility for the management of system level performance relating to adults as well as the overall performance of providers commissioned from the Integrated Health and Care Fund (Pooled Budget and Aligned Budget), the most significant of which will be the Integrated Care Organisation.
As required, the Committee may establish non-decision making groups and seek assurances about progress via the receipt of regular reports.

These Terms of Reference have been prepared to outline the responsibilities of the Committee and have been approved by SCCG’s Governing Body and by SCC’s City Mayor in consultation with SCC’s Cabinet. They form part of the Partnership Agreement. They will remain valid until such time as there is a need to implement revised governance arrangements, in accordance with section 9 of these Terms of Reference.

Partnership working is vital to the success of integrated commissioning, however it is acknowledged that at all times, individual organisation powers remain in place as set out below and in the Partnership Agreement.

2. Core Principles and Responsibilities

The work of the Committee will be driven by the following core principles:

- Decisions will be based on achieving better outcomes and experience for the adult local population\(^1\),\(^2\);
- Service transformation will deliver an effective and efficient use of resources (within the statutory requirement to meet SCCG’s and SCC’s financial duties) whilst assuring safe and effective standards of service;
- New care models will be developed by commissioners in partnership with providers, citizens and communities;
- Services and support will be evidence-based and of the best quality, encompassing safety, effectiveness and experience;
- Salford’s local adult population will be given more choice, in so far as this is possible and practical, and influence over services and support, which promote prevention, self care and independence;
- Clinical and democratic accountability will be implicit within all decisions;

\(^1\) The definition of local adult population includes registered patients and unregistered patients resident in Salford. This does not include members of the armed forces, nor their families if they are registered with Defence Medical Services (DMS) rather than a NHS GP practice. It also does not include those detained in prison and other custodial settings (NHS England 2012).

\(^2\) If a contract contains a children and young person’s element, the definition of local population will be explicit and be noted as exemption to the agreed definition above.
✓ Respect will be given to professional areas of knowledge and expertise;
✓ There will be collective management of risks and benefits; and
✓ Each organisation remains sovereign: whilst decision-making responsibilities can be delegated, accountability cannot.

The Committee has responsibility to deliver clearly defined objectives which are detailed below:

✓ Contribute to the development of Salford’s Locality Plan and SCC’s and SCCG’s Strategic and Operational Plans;
✓ Use national and international best practice together with the Joint Strategic Needs Assessment (JSNA) data to influence decisions, working in partnership with other statutory and non-statutory organisations to improve health and wellbeing and reduce inequalities;
✓ Lead the development and delivery of the adults’ health, wellbeing and care service and support commissioning plans and associated financial plans for approval by SCC Mayor/Cabinet and the SCCG Governing Body. Ensure all new and existing workstreams, initiatives and projects are complementary and aligned;
✓ Facilitate coherence and working towards shared goals with other commissioners, partners and programmes of work, including but not limited to:
  • Wider Salford Integrated Commissioning Arrangements;
  • Adults’ Advisory Board
  • Healthier Together / Bolton, Salford and Wigan Partnership Acute Reconfiguration Programme;
  • Greater Manchester Devolution including the Greater Manchester Health and Care Partnership and the Joint Commissioning Board; and
  • National guidance, including from NHS England, Department of Health, Public Health England, and other relevant national organisations.
✓ Make decisions regarding new and existing contracts for adults’ services;
✓ Promote engagement of public, service users and patients to inform decision making;
✓ Drive forward service improvement and the development of new models of care, through an inclusive approach, including engaging with the Adults’ Advisory Board. Make service/service model change and/or investment/disinvestment decisions, considering business cases and service reviews/evaluations;
Ensure the quality assurance and quality improvement of all commissioned services, in line with the Quality Strategy, including receiving reports on:

- The commissioned service performance against standards and targets, and compliance with Care Quality Commission (CQC) requirements;
- The achievement of agreed Commissioning for Quality and Innovation (CQUIN) or incentive schemes;
- Compliance with best practice;
- Measures of service user/patient or carer experience feedback and staff satisfaction;
- Themes and trends in relation to Patient Safety incidents, Serious Incidents (including Never Events) along with actions for improvement; and
- Quality Account Commentary for all relevant providers;

- Manage performance and risk, considering performance data, setting improvement targets and timescales, reviewing provider performance, measuring progress against relevant aims, objectives and plans, and assessing risk, escalating matters as needed;
- Maximise the benefit of democratic accountability and clinical leadership through the role of Elected Members and Clinicians on the Committee.
- Ensure that all aspects of financial governance are followed. In order to support outcomes based commissioning and new models of care, approve changes to existing payment mechanisms and contractual arrangements with relevant providers where necessary;
- Promote learning that could be shared with other programmes and / or applied to different client groups; and
- Inform the work of the Health and Social Care Scrutiny Panel, as well as providing appropriate reporting in response to the ‘call in’ of key decisions;

These core principles and responsibilities should be read in conjunction with the levels of decision making authority provided in Schedule 5 of the Partnership Agreement.

3. **Membership, Attendance and Quorum**

**Membership**

The Committee will comprise the following core members:
<table>
<thead>
<tr>
<th>Voting Members – Name</th>
<th>Organisation</th>
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<tbody>
<tr>
<td>Lead Member for Adult Services, Health and Wellbeing</td>
<td>Salford City Council</td>
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<tr>
<td>Executive Support for Social Care and Mental Health</td>
<td>Salford City Council</td>
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<tr>
<td>Lead Member for Housing and Neighbourhoods</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Lead member for Finance and Support Services</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Medical Director</td>
<td>NHS Salford CCG</td>
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<tr>
<td>Chief Accountable Officer</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Clinical Director for Transformation</td>
<td>NHS Salford CCG</td>
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<tr>
<td>Chief Finance Officer</td>
<td>NHS Salford CCG</td>
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<tr>
<td>Neighbourhood Clinical Lead</td>
<td>NHS Salford CCG</td>
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<tr>
<td>Director of Commissioning</td>
<td>NHS Salford CCG</td>
</tr>
<tr>
<td>Director of Quality and Innovation</td>
<td>NHS Salford CCG</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Non-Voting Members – Name</th>
<th>Organisation</th>
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<tbody>
<tr>
<td>Strategic Director for People</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Director of Public Health</td>
<td>Salford City Council</td>
</tr>
<tr>
<td>Chief Finance Officer</td>
<td>Salford City Council</td>
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</tbody>
</table>

Other individuals will be co-opted onto the Committee as necessary on an ad-hoc or longer term basis to inform discussions. Such individuals will be non-voting. The Committee may also invite other people to address it, deliver a report to it and/or answer questions.

The Committee will be co-chaired by the Lead Member for Adult Services, Health and Wellbeing on behalf of SCC and the Medical Director on behalf of SCCG with chairing responsibility rotated between meetings.

Agendas will be jointly agreed in terms of content and forward planning. Agendas will be structured to clearly distinguish between decisions to be taken in respect of the Integrated Health and Care Fund (Pooled Budget) by the Committee sitting as a joint committee under the 2000 Regulations, decisions taken in respect of the CCG Aligned Budget element of the Integrated Health and Care Fund by the Committee sitting as a committee of the Governing
Body of SCCG and Retained Decisions taken by the relevant Council or CCG Officer in the venue of the Committee.

Officer support will be provided by SCC. The main contact at SCCG will be nominated by the Head of Governance and Policy. The main contact at SCC will be nominated by the SCC Monitoring Officer. Defined duties will specifically include the circulation of agendas and papers five clear working days in advance of each scheduled meeting. In addition, officer support will assist the chair(s) in the management of all associated business.

Attendance

It will be important that members of the Committee commit to attend meetings of the Committee. However, where this is not possible a substitute appointed by the relevant organisation may attend. Substitutes must be able to contribute and make decisions on behalf of the organisation they are representing and, if substituting for a voting member, vote.

Quorum, Decision Making, Voting and Urgent Decisions

The Committee will be quorate providing one-third of the voting membership is in attendance, with at least three members present from each of SCCG and SCC.

The Committee will aim to achieve a consensus for all decisions.

Where the Committee is making a decision as a joint committee of SCCG and SCC a decision reached is a joint decision of the partners binding on both partners.

Where the Committee is making a decision as a committee of the Governing Body of SCCG that decision is a decision of SCCG and is binding on SCCG only.

In those circumstances where consensus cannot be reached and a decision must be taken, the issue may be put to a vote.

If a decision of the Committee acting as a joint committee is put to a vote, then all SCCG members will be entitled to vote on behalf of SCCG. SCC voting members will be entitled to vote on behalf of SCC. This is subject to the decision-making safeguards set out below.

If a decision of the Committee acting as a committee of the Governing Body of SCCG is put to a vote, then all voting members entitled to vote (see below) shall do so as individual members of the Committee. This is subject to the decision-making safeguards set out below.

Should it be agreed that a matter should be taken to a vote (see below for how this is to be decided), there shall be an equal number of votes allocated to SCCG members and to SCC
voting members regardless of the number of members in attendance. The number of votes will be determined by reference to the lower number of voting members in attendance at that meeting from either of the partners. Votes will be given in the order of the voting members listed in the table above, to the number required to meet the determined number of voting members from either organisation.

Should it be agreed that a matter should be taken to a vote (see below for how this is to be decided), there shall be an equal number of votes allocated to SCCG members and to SCC voting members regardless of the number of members in attendance. The number of votes will be determined by reference to the lower number of voting members in attendance at that meeting from either of the partners. Votes will be given in the order of the voting members listed in the table above, to the number required to meet the determined number of voting members from either organisation.

As an illustration, should all voting members from SCCG be present and four voting members from SCC be present, then four votes will be allocated to SCCG members and four votes allocated to SCC members. All four of the SCC members will vote and the four votes ascribed to the CCG members would be determined as follows:

- Medical Director;
- Chief Accountable Officer;
- Clinical Director for Transformation; and
- Chief Finance Officer.

A vote will be carried by a simple majority.

Should a vote be tied, the process will be to take the issue outside of the meeting to obtain further detail/information relevant to the decision in hand. There will be no casting vote to resolve such deadlock. The issue will then be brought back to the next meeting of the committee with a clear recommendation for approval or alternatively the matter will be escalated to the Health and Care Commissioning Board. Where the matter under consideration is a decision of the Committee acting as a committee of the Governing Body of SCCG, the decision will be escalated to the Health and Care Commissioning Board for consideration of the Health and Care Commissioning Board acting as a committee of the Governing Body of SCCG.
However, before a vote can be considered the majority of voting members from both partner organisations who would be entitled to participate in the relevant vote (having applied the balancing mechanism above to ensure equality of votes between the organisations as described above) must have agreed that it is appropriate to determine the issue in this manner. Before choosing to put the issue to a vote, the Committee may instead ask for further work to be undertaken on the issue to explore, clarify, mitigate or minimise any concerns. The Committee may ask for specific individuals who may or may not be part of this Committee to discuss the issue further to try to find a suitable resolution on the issue. The issue would then be brought back to a future Committee meeting.

Where a decision cannot be made through consensus and it is not acceptable to undertake further work or discussion on the issue outside of the Committee meeting or put the issue to a vote, the issue will be referred back to the Health and Care Commissioning Board. Where the matter under consideration is a decision of the Committee acting as a committee of the Governing Body of SCCG, the decision will be escalated to the Health and Care Commissioning Board for consideration of the Health and Care Commissioning Board acting as a committee of the Governing Body of SCCG.

Either Partner may, notwithstanding the provisions of these Terms of Reference, make any Urgent Decision (as defined below) that would otherwise be taken by the Committee, themselves. This is provided for in the Partnership Agreement.

Where either Partner makes an Urgent Decision it shall report such Urgent Decision to the Committee at its next meeting together with an explanation of:

- what the decision was;
- why it was deemed an Urgent Decision; and
- any implications of such Urgent Decision on the Partnership Arrangements.

Where either Partner considers that the other Partner’s justification for making an Urgent Decision is not reasonable or not substantiated and/or if the Partners cannot agree as to the implications of any Urgent Decision on the Partnership Arrangements, then either Partner may refer any such matter to the Disputes Procedure under the Partnership Agreement.

“Urgent Decision” means a decision by either Partner made in relation to any decision that would otherwise be a Commissioning Decision to be made under the Partnership Arrangements where the making of such decision by that Partner falls within the statutory powers of that Partner (otherwise than as supplemented by any flexibility accessible by virtue of Section 75 NHSA 2006) and can be justified as an urgent and/or emergency decision under the CCG’s Standing Orders or Standing Financial Instructions or under the
CCG’s constitution or as urgent and/or emergency decision under the Council’s constitution (as applicable).

For the avoidance of doubt, decisions taken by individual officers of SCC or SCCG or individual SCC Members, whether taken within the venue of the Committee or elsewhere, are not subject to the above rules on ‘Quorum, Decision-making, Voting and Urgent Decisions’.

Responsibilities and Behaviour

Members of the Committee have a collective responsibility for its operation. They will participate in discussion, review evidence and provide objective expert input to the best of their knowledge and ability, and endeavour to reach a collective view.

Members of the Committee will behave in a manner consistent with the Core Principles outlined in Section 2 of these Terms of Reference and will adhere to the behaviours highlighted in the Nolan Principles, recognising that the success of the work programme will depend upon relationships and an environment of integrity, trust, collaboration and innovation.

Specific reference will be paid to both organisations’ core values

<table>
<thead>
<tr>
<th>NHS Salford CCG:</th>
<th>Salford City Council:</th>
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<tr>
<td>✓ Collaborative;</td>
<td>✓ Pride;</td>
</tr>
<tr>
<td>✓ Innovative: and</td>
<td>✓ Passion;</td>
</tr>
<tr>
<td>✓ Act with integrity.</td>
<td>✓ People; and</td>
</tr>
<tr>
<td></td>
<td>✓ Personal Responsibility.</td>
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</tbody>
</table>

Decision Making Authority

The Committee has delegated decision making authority of up to £1m.

Decisions Reserved to Partner Organisations and the Health and Care Commissioning Board

Whilst the areas which are ‘reserved matters’ are recognised, it will be critical that the Committee has a clear mandate and sufficient delegated authority to take forward the commissioning decisions falling within these Terms of Reference without requiring separate approvals at each stage in the process.

Whilst the Committee will act as a responsible body for integrated care for adults (in line with relevant statutory responsibilities), it will work alongside the Adults’ Advisory Board and the
Health and Wellbeing Board, recognising the latter’s role in setting city wide strategy and promoting integrated care and partnerships.

The work of the Committee will be subject to review by the Health and Social Care Scrutiny Panel and audit arrangements on both sides, where appropriate.

4. Public, Service User and Patient Involvement

The Committee will ensure that commissioning activities include appropriate service user/patient, carer and public involvement in line with SCC’s and SCCG’s respective duties.

5. Conflict of Interest / Codes of Conduct / Transparency

Members will be aware of what may constitute a Conflict of Interest under their own organisation’s Conflict of Interest Policies, and must ensure that any such Conflicts of Interest are formally disclosed to the Committee and will ensure they are subsequently managed in adherence with their organisations’ respective Conflict of Interest Policies. In addition, appropriate Codes of Conduct will be followed by members of the Committee at all times alongside adherence to the Nolan Principles and compliance with any statutory bar on participation and/or voting in particular circumstances.

The Committee will formally record its deliberations within relevant minutes. Such minuting will be undertaken by the designated officer support provided by SCC, alongside the management of paperwork and version control.

Depending upon the topic under discussion and the nature of a conflict of interest disclosed or identified, the member may be:

- Allowed to remain in the meeting and contribute to the discussion;
- Allowed to remain in the meeting and contribute to the discussion but leave the meeting at the point of decision; or
- Asked to leave the meeting for the duration of the item under consideration.

In relation to rights of access to information, including the publication/availability of agendas, reports, background documents and minutes, and public attendance at meetings, the Committee shall comply with the Public Bodies (Admission to Meetings) Act 1960 and shall apply rules equivalent to those of Part VA of the Local Government Act 1972 (“the 1972 Act”). Such rights of access to information may be limited where the Committee considers
“confidential information” or “exempt information”, in a manner equivalent to that provided for by the 1972 Act.

In relation to decisions that would meet the criteria for a “key decision” under SCC’s Constitution, additional publication requirements will apply in line with those set out in that Constitution.

6. Frequency of Meetings

Meetings will ordinarily be scheduled on a monthly basis (except for April, August and December).

The Co-Chairs of the Committee may call extraordinary meetings at their discretion. A minimum of five clear working days’ notice will be required.

7. Reporting

The Committee will be accountable to the Health and Care Commissioning Board which will receive regular written reports from the Committee.

8. Policy and Best Practice

The Committee will apply best practice in its deliberations and in making any recommendations. It will conduct its business in accordance with national guidance and relevant codes of conduct and good governance practice.

9. Review of Terms of Reference

These Terms of Reference will be formally reviewed by SCC and SCCG at the date below and amended following such review, such amendment being recorded in writing and signed by both parties. Alternatively they may be amended by mutual agreement in writing between both partners at any time to reflect changes in circumstances which may arise. Any amendment of these Terms of Reference that would require a corresponding amendment of any other provision of the Partnership Agreement and/or would create any conflict or inconsistency with any other provision of the Partnership Agreement shall only be valid if agreed as a Variation (as defined in the Partnership Agreement) of the Partnership Agreement.
Agreement (together with all corresponding consequential amendments necessary in the provisions of the Partnership Agreement).

Terms of Reference Agreed (Date): March 2019

Review Date: March 2020
Introduction

1. In accordance with its statutory powers under section 13Z of the National Health Service Act 2006 (as amended), NHS England has delegated the exercise of the functions specified in paragraph 16 of these Terms of Reference to NHS Salford CCG. NHS Salford CCG and NHS England signed the delegation agreement on 29 and 30 January 2015 respectively. The agreement became effective on 1 April 2015. The agreement sets out the arrangements that apply in relation to the exercise of the delegated functions by the CCG.

2. The CCG has established the NHS Salford CCG Primary Care Commissioning Committee ("Committee"). The Committee will function as a corporate decision-making body for the management of the delegated functions and the exercise of the delegated powers. The Committee will also make decisions relating to primary care commissioning matters which are a function of Salford CCG. These matters have been functions of Salford CCG since it was established in April 2013.

3. It is a Committee comprising representatives of the following organisations/groups:
   - NHS Salford CCG;
   - NHS England;
   - Salford City Council;
   - Healthwatch; and,
   - Salford Health and Well Being Board.

Statutory Framework

4. NHS England has delegated to the CCG authority to exercise the primary care commissioning functions set out in Schedule 2 in accordance with section 13Z of the NHS Act.

5. Arrangements made under section 13Z may be on such terms and conditions (including terms as to payment) as may be agreed between the Board and the CCG.

6. Arrangements made under section 13Z do not affect the liability of NHS England for the exercise of any of its functions. However, the CCG acknowledges that in exercising its functions (including those delegated to it), it must comply with the statutory duties set out in Chapter A2 of the NHS Act and including:
a) Management of conflicts of interest (section 14O);
b) Duty to promote the NHS Constitution (section 14P);
c) Duty to exercise its functions effectively, efficiently and economically (section 14Q);
d) Duty as to improvement in quality of services (section 14R);
e) Duty in relation to quality of primary medical services (section 14S);
f) Duties as to reducing inequalities (section 14T);
g) Duty to promote the involvement of each patient (section 14U);
h) Duty as to patient choice (section 14V);
i) Duty as to promoting integration (section 14Z1);
j) Public involvement and consultation (section 14Z2).

7. The CCG will also need to specifically, in respect of the delegated functions from NHS England, exercise those set out below:
   - Duty to have regard to impact on services in certain areas (section 13O);
   - Duty as respects variation in provision of health services (section 13P).

8. In the work of this committee, it will also exercise the CCG additional general duties to:
   - Obtain appropriate advice from persons who, taken together, have a broad range of professional expertise in healthcare and public health
   - Promote innovation
   - Promote research and the use of research

9. The Committee is established as a committee of the Governing Body of NHS Salford CCG in accordance with Schedule 1A of the “NHS Act”.

10. The members acknowledge that the Committee is subject to any directions made by NHS England or by the Secretary of State, in particular where these relate to delegated matters.

**Role of the Committee**
11. The Committee has been established in accordance with the above statutory provisions to enable the members to make collective decisions on the review, planning and procurement of primary care services in Salford, under delegated CCG from NHS England.

12. In performing its role the Committee will exercise its management of the functions in accordance with the agreement entered into between NHS England and NHS Salford CCG, which will sit alongside the delegation and terms of reference.

13. The functions of the Committee are undertaken in the context of a desire to promote increased co-commissioning to increase quality, efficiency, productivity and value for money and to remove administrative barriers.

14. The role of the Committee shall be to carry out the functions relating to the commissioning of primary medical services under section 83 of the NHS Act.

15. This includes, but is not limited to, the following:
   
   - GMS, PMS and APMS contracts (including the design of PMS and APMS contracts, monitoring of contracts, taking contractual action such as issuing branch/remedial notices, and removing a contract);
   - Newly designed commissioned enhanced services (previously referred to as “Local Enhanced Services” and “Directed Enhanced Services”);
   - Design of local incentive and quality improvement schemes as an alternative, or in addition, to the Quality Outcomes Framework (QOF);
   - Decision making on whether to establish new GP practices in an area;
   - Approving practice mergers; and
   - Making decisions on ‘discretionary’ payment (e.g., returner/retainer schemes).

16. The CCG will also carry out the following activities:
   
   a) To plan, including needs assessment, primary medical care services in Salford;
   b) To undertake reviews of primary medical care services in Salford;
   c) To co-ordinate a common approach to the commissioning of primary care services generally;
   d) To manage the budget for commissioning of primary medical care services in Salford.

17. Delegated commissioning arrangements will exclude individual GP performance management (medical performers’ list for GPs, appraisal and revalidation).
18. The role of the Committee will also include decision making in relation to CCG commissioning business relating to:
   a) Primary Care collaborative organisations (e.g. Salford Primary Care Together)
   b) Salford Standard
   c) Local Commissioned Services (LCS)
   d) Prescribing

19. The role of the Committee will also include, where relevant, being consulted with or engaged on matters in relation to CCG commissioning business relating to:
   a) Primary Care Information Technology (IT)
   b) Primary Care workforce development

20. The specific scope of the Committee, determined through the services commissioned in financial terms, is provided in appendix 1.

**Population Coverage**

21. The Committee’s responsibilities will cover the same registered patient population as those of NHS Salford CCG. Where appropriate, the Committee will also be responsible for people who are usually resident within the area and are not registered with a member of any clinical commissioning group.

**Membership**

22. The Committee shall consist of:

   **NHS Salford CCG**
   Deputy Chair/Senior Lay Member (Chair)
   Lay Member (Deputy Chair)
   Chief Accountable Officer
   Chief Finance Officer
   Director of Commissioning
   Director of Innovation and Quality

   **NHS England**
   A representative

   **Salford City Council**
Deputy City Mayor
Lead member for Adult Services, Health and Wellbeing
Lead member for Children’s and Young People’s Services
Strategic Director of People
Director of Public Health
Other
CCG Medical Director (non-voting)
CCG Clinical Director of Transformation (non-voting)
Healthwatch Representative (non-voting)
Health and Wellbeing Board Representative (non-voting)

23. The Chair of the Committee shall be a Lay Member and will be appointed by the Governing Body for a period of three years which may be renewed up to a maximum of three terms of office served (9 years in total).

24. The Deputy Chair of the Committee shall also be a Lay Member and will be appointed by the Governing Body for a period of three years which may be renewed up to a maximum of three terms of office served (9 years total).

Quorum
25. One thirds of voting members represents a quorum but there must always be a majority of lay members and officers present including the Chair or Deputy Chair. Deputies are not routinely invited to attend meetings, although the Chair has the authority to consider the use of deputies in exceptional circumstances.

Voting
26. Each member of the Committee shall have one vote. The Committee shall reach decisions by a simple majority of members present, but with the Chair having a second and deciding vote, if necessary. However, the aim of the Committee will be to achieve consensus decision-making wherever possible.

27. The Committee will comply with the CCG’s conflict of interest arrangements. In addition voting rights of the Committee have been specifically set to minimise the risk that conflicts of interest influence decision making.

Meeting arrangements
28. The Committee will operate in accordance with the CCG’s Standing Orders. An administrative assistant, acting as Secretary to the Committee, will be responsible for giving notice of meetings. This will be accompanied by an agenda and supporting papers and sent to each member representative no later than 7 days before the date of the meeting. When the Chair of the Committee deems it necessary in light of the urgent circumstances to call a meeting at short notice, the notice period shall be such as s/he shall specify.

29. The Committee shall meet according to business requirements, but is expected to meet six times per year.

30. Where an emergency or urgent decision needs to be executed in the period between the scheduled meetings, in agreement with the Chair (or in their absence the Deputy Chair) the following will be circulated to the committee:
   a) The details in respect of the decision required
   b) The response required and associated timescales

31. The outcome will be communicated to the committee members and the Chair’s (or Deputy Chair’s) approval will be sought in order to empower the named representative from the CCG to implement the agreed actions. Where a consensus cannot be achieved through the process, the casting vote will be as above, at 23.

32. All decisions will be reported to the Primary Care Commissioning Committee at its next meeting by the Chair (or Deputy Chair) with a full explanation, regarding:
   a) What the decision was
   b) Why it was deemed an emergency or urgent decision (required to be made in the period between the scheduled meetings)
   c) What was the majority view of the members of the Committee
   d) How the decision was implemented

33. A record of the above will form part of the minutes of the next scheduled meeting, following the emergency powers/urgent decision being made.

34. Meetings of the Committee shall:
   a) be held in public, subject to the application of 26(b);
   b) the Committee may resolve to exclude the public from a meeting that is open to the public (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential
nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings or for any other reason permitted by the Public Bodies (Admission to Meetings) Act 1960 as amended or succeeded from time to time.

35. Members of the Committee have a collective responsibility for the operation of the Committee. They will participate in discussion, review evidence and provide objective expert input to the best of their knowledge and ability, and endeavour to reach a collective view.

36. The Committee may delegate tasks to such individuals, sub-committees or individual members as it shall see fit, provided that any such delegations are consistent with the parties’ relevant governance arrangements, are recorded in a scheme of delegation, are governed by terms of reference as appropriate and reflect appropriate arrangements for the management of conflicts of interest.

37. Members of NHS Salford CCG staff who support the work of this the Committee will be in attendance at meetings (part 1 and part 2, as appropriate and agreed by the Chair). The Committee may call additional experts to attend meetings on an ad hoc basis to inform discussions.

38. All members of the Committee shall respect confidentiality requirements as set out in the CCG’s Constitution and Standing Orders.

39. The Committee will present its minutes to the Greater Manchester Health and Social Care Partnership on behalf of NHS England, the Governing Body of Salford CCG and the Cabinet of Salford City Council following each meeting for information.

40. The CCG will also comply with any reporting requirements set out in its Constitution.

41. It is envisaged that these Terms of Reference will be reviewed from time to time, reflecting experience of the Committee in fulfilling its functions. NHS England may also issue revised model terms of reference from time to time.

Accountability of the Committee

42. The membership of the CCG has established a Governing Body in order to discharge its statutory functions. This Committee is accountable to the Governing Body. Membership of the Governing Body is representative of the membership through the clinical and neighbourhood lead roles. Appropriate consultation with patients and the general public is conducted primarily through the CCG’s Citizen and Patient Panel and Patient Participation Groups.
43. Budget and resource accountability arrangements and the decision-making scope of the Committee will be in line with those detailed in these Terms of Reference and in the delegation agreement.

**Procurement of Agreed Services**

44. Procurement of agreed services will take place in line with the arrangements set out in the delegation agreement and other associated guidance.

**Decisions**

45. The Committee will make decisions within the bounds of its remit.

46. The decisions of the Committee shall be binding on NHS England, Salford City Council and NHS Salford CCG.

**Review**

47. These terms of reference will be reviewed in March 2020, or sooner should this be required due to operational learning or system changes.

**Appendix 1: Scope of the Primary Care Commissioning Committee**

**Integrated fund (aligned):**

- Delegated Co-Commissioning
- Salford Primary Care Together
- Salford Standard
- Local Enhanced Services (LES)
- Prescribing

**In view:**

- Primary Care IM&T
- Public Health Services
  - Chlamydia Screening
  - Emergency Hormone Contraception
  - LES Long-Acting Reversible Contraception
  - LES Chlamydia (Part of Salford Standard)
  - LES Smoking Cessation (Includes Prison and Pharmacy)
  - Tobacco Equipment Costs
  - Tobacco Nicotine Replacement Therapy
  - Contribution to Salford Standard
SCHEDULE 8

Not used
Integrated Commissioning Governance Structure

SCHEDULE 9

[Diagram showing the governance structure of integrated commissioning, including Health and Care Commissioning Board, CCG Governing Body, SCC Council, SCC Mayor/Cabinet, Children Commissioning Committee, Adult Commissioning Committee, Adult Advisory Board, Primary Care Commissioning Committee, etc.]

Key:
Solid line – reporting and accountability unless otherwise stated
Dotted line – advisory relationship
SCHEDULE 10
FINANCIAL FRAMEWORK

INTRODUCTION

This schedule sets out the Financial Framework under which the Integrated Health and Care Fund (Pooled Budget and Aligned Budgets) will operate during the course of the Partnership Agreement. This Financial Framework is split into four sections and will cover:

- Agreeing and reviewing the annual financial contributions into the Integrated Health and Care Fund (Pooled Budget and Aligned Budget)
- Administration of the Integrated Health and Care Fund, financial monitoring and reporting requirements
- The financial risk and benefit sharing arrangements
- Procedural matters in relation to the Integrated Health and Care Fund (covering accounting treatment and standing financial instructions)
SECTION 1: AGREETING AND REVIEWING THE FINANCIAL CONTRIBUTIONS INTO THE INTEGRATED HEALTH AND CARE FUND

The indicative Financial Contributions of the CCG and the Council to the Integrated Care Budget for each financial year from 2019 to 2024 are set out in Schedule 6.

Whilst the Partnership Agreement is a 5 plus 5 year agreement (as described in Clause 2 of the Agreement), the actual financial contributions from the CCG and the Council to the Integrated Health and Care Fund will be reviewed and agreed annually. The actual financial contributions will be determined by each partner as a level 1 decision and agreed between the Partners during March in each Financial Year for the following Financial Year.

The actual financial contributions from each Partner will (without limitation to any other factor impacting on such financial contributions) reflect changes to the indicative financial contributions which arise as a result of funding allocation settlements and financial savings requirements.

The Integrated Health and Care Fund will be managed as a single fund. However, this funding will be split across Children’s Services, Adults’ Services and Primary Care Services. Each Partner will approve the overall financial contributions into the Integrated Health and Care Fund and approve the split of funding allocated to each of these three service areas.

Once the financial contributions have been approved by the Partners, the Partners will approve the annual Approved Budget for each Service as a level 1 decision as set out in the Decision Matrix at Schedule 5 of the Agreement.

ESTABLISHMENT OF POOLED BUDGET WITHIN THE INTEGRATED HEALTH AND CARE FUND

The Integrated Health and Care Fund will consist of a “Pooled Budget” and “Aligned Budgets” as defined in the Agreement.

The scope of the Services that fall under the Pooled Budget and Aligned Budget are set out at Schedule 3 (Service Scope).

The Partners have agreed to establish and maintain the Integrated Health and Care Fund for revenue expenditure as agreed by the Partners. Capital expenditure is excluded from the Integrated Health and Care Fund. If a need for capital expenditure is identified and it is proposed that this capital expenditure should be funded out of the Integrated Health and Care Fund, then this must be agreed by the Partners in writing and in addition taken through the relevant Partners’ approvals route for capital expenditure (determined by reference to the Partner that will be the party contracting for such expenditure). For the avoidance of doubt, the Council will account for the Disabled Facilities Grant within its own accounts in
accordance with guidance governing its accounting practice. Nonetheless the Partners agree that, for the purposes of the Integrated Health and Care Fund, the Disabled Facilities Grant will be included in the Integrated Health and Care Fund and treated as revenue.

It is agreed by the Partners that the monies held in the Pooled Budget may only be expended on Approved Expenditure. For the avoidance of doubt, monies held in a Pooled Budget may not be expended on Default Liabilities unless this is agreed by both Partners.

The CCG shall be the host partner of the Pooled Budget for the purposes of Regulation 7(4) of the NHS Regulations 2000 ("Administration Partner").

SECTION 2: MANAGEMENT AND MAINTENANCE OF THE INTEGRATED HEALTH AND CARE FUND

The CCG shall be the Administration Partner of the Integrated Health and Care Fund responsible for administering the Pooled Budget on behalf of the Partners in accordance with the Agreement and this Financial Framework. Its Chief Financial Officer shall be "the pool manager" for the purposes of the NHS Regulations 2000, who shall secure that the CCG carries out the role of the Administration Partner as set out below.

ROLE OF THE ADMINISTRATION PARTNER (CCG)

The CCG, in its role as the Administration Partner, will:

- report to the Children’s Commissioning Committee, Adults’ Commissioning Committee or Primary Care Commissioning Committee any failure of a Services Contract to meet the Standards for delivery of the Services or to deliver the outcomes specified in the Services Contract at the next Committee meeting following such failure coming to the attention of either Partner;

- should the failure of a Services Contract to meet the Standards for delivery of the Services not be rectified within 30 days, escalate to the Health and Care Commissioning Board at the next meeting of the Health and Care Commissioning Board so that it can assess the risk that such failure presents to the achievement of the wider strategic objectives set out in the Locality Plan and can consider what action may need to be taken by the Partners;

- report to the CCG’s Chief Finance Officer and the Council’s Chief Finance Officer any forecast overspend or underspend as soon as practical following such overspend or underspend coming to the attention of either Partner;

- where any forecast overspend or underspend which has been reported has not been resolved within the calendar month, report the overspend to the next meeting of the
Children’s Commissioning Committee, Adults’ Commissioning Committee or Primary Care Commissioning Committee in the first instance to agree mitigating actions and subsequently to the Health and Care Commissioning Board to assess the overspend or underspend and the risk that the forecast overspend or underspend presents to the wider Integrated Health and Care Fund and consider what action may need to be taken to address the overspend or underspend by the Partners;

- produce a written financial monitoring report to each meeting of the Health and Care Commissioning Board in relation to the totality of the Integrated Health and Care Fund (Pooled Budget and Aligned Budgets);

- produce a written financial monitoring report to each of the Children’s Commissioning Committee, the Adult’s Commissioning Committee and the Primary Care Commissioning Committee for those areas of spend that fall within their scope; and

- Report to the Children’s Commissioning Committee, Adults’ Commissioning Committee or Primary Care Commissioning Committee and to Health and Care Commissioning Board on “in view” funds/In View Services. Each Partner will contribute to the preparation of this report.

**INTEGRATED HEALTH AND CARE FUND ADMINISTRATION ARRANGEMENTS**

The Partners shall be responsible for the financial management of Integrated Health and Care Fund expenditure transacted through their ledgers. They agree to provide all necessary information to the CCG’s finance team on a monthly basis, in line with reporting timescales agreed between the Partners, in order for consolidated finance reports to be completed each month (in respect of the preceding month) and information to be submitted as required by the CCG prior to and promptly following the end of each Financial Year, in line with the CCG’s annual accounts timetable, to ensure all relevant and/or required information in relation to the Integrated Health and Care Fund can be submitted by the CCG for external audit assurance on time.

The CCG is responsible for the administration of the Integrated Health and Care Fund which will be undertaken by the CCG’s Financial Management Team and the CCG’s Contract Management Team. Reporting and monitoring will be overseen by the CCG’s Deputy Chief Finance Officer on behalf of the pool manager appointed in accordance with Clause 9.2 of the Agreement.

The CCG will ensure the following duties and responsibilities have been carried out:
• administering the Integrated Health and Care Fund on behalf of the Partners in accordance with the Agreement and this Financial Framework;

• administering the Integrated Health and Care Fund within the budgets set by the Partners and in accordance with the Financial Framework;

• submitting reports to the Health and Care Commissioning Board, Children’s Commissioning Committee, Adults’ Commissioning Committee and Primary Care Commissioning Committee in accordance with the Financial Framework to enable the Health and Care Commissioning Board and Committees to monitor the success of the Partnership Arrangements and in particular to monitor whether the Partnership Arrangements are delivering the outcomes required by Partners;

• ensuring that all expenditure from the Pooled Budget is in accordance with the provisions of this Agreement and the Financial Framework;

• maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Budget and the Integrated Health and Care Fund as a whole;

• ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Budget and the Integrated Health and Care Fund as a whole;

• producing an annual return about the income of, and expenditure from, the Pooled Budget together with such other information as may be required by the Partners to enable the Partners to complete their own financial accounts and returns; and ensuring that the relevant Partner has an action plan in place to manage any projected Underspend or Overspend in accordance with this Agreement, the Financial Framework and the Risk Share.

The Council agree to collect and provide to the CCG:

• all necessary information relating to the Council’s performance regarding these Partnership Arrangements; and

• all necessary information that it holds in relation to the Services;

in time and in a format to enable the CCG to meet the reporting requirements imposed by the Financial Framework.
SECTION 3: FINANCIAL RISK AND BENEFIT SHARING ARRANGEMENTS

In any Financial Year, the Partners will operate a risk share agreement under one of the following arrangements (the Risk Share), applying the Procedural Steps set out at Section 4 below and the legal mechanisms available to the Partners:

- **Option 1: Single (simple) risk share.**
  
  Where the Partners agree that this option applies to a Financial Year the Partners shall split the total Overspend or Underspend over the relevant Financial Year on the entire Integrated Health and Care Fund between the Partners by dividing such Overspend or Underspend in the same proportion as the proportion of funding each Partner has contributed to the Integrated Health and Care Fund in that Financial Year.

  Each of the Partners shall deal with their portion of any Overspend or Underspend as set out in Section 4 of this Financial Framework below.

  For the Financial Year 2019/20 this Option 1 would split any Overspend or Underspend 73% to the CCG and 27% to the Council. There is a possibility of operating a single (simple) risk share with a different % split of the total overspend. Any such arrangement would be subject to a level 1 decision by partners.

- **Option 2: Differential Risk Share**

  Where the Partners agree that this option applies to a Financial Year the Partners shall apply the financial risk differentially across Children's Services, Adults' Services and Primary Care Services so that in any Financial Year:

  - If there is an Overspend or Underspend on the Children's Services Approved Budget then that Overspend of Underspend will be split between the Partners in proportion to the Partners' Financial Contrition to the Approved Budget for that Financial Year for Children's Services;

  - If there is an Overspend or Underspend on the Adults' Services Approved Budget then that Overspend or Underspend will be split between the Partners in proportion to the Partners' Financial Contrition to the Approved Budget for that Financial Year for Adult’s Services; and
• If there is an Overspend or Underspend on the Primary Care Services Approved Budget then that Overspend or Underspend will fall to the CCG solely.

For the Financial Year 2019/20 this Option 2 would split any Overspend or Underspend in line with table 1 below.

Each of the Partners shall deal with their portion of any Overspend or Underspend as set out in Section 4 of this Financial Framework below.
Table 1: Approximate splits of 2019/20 Integrated Health and Care Fund:

<table>
<thead>
<tr>
<th></th>
<th>Pooled Budget</th>
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<tr>
<td></td>
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<td>Total</td>
<td>CCG</td>
<td>Council</td>
<td>Total</td>
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<tr>
<td>Children's</td>
<td>£36.1</td>
<td>£78.7</td>
<td>£114.8</td>
<td>£1.4</td>
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<td>£1.4</td>
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<tr>
<td>Adults</td>
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<td>£83.3</td>
<td>£305.4</td>
<td>£93.0</td>
<td>-</td>
<td>£93.0</td>
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<tr>
<td>Primary Care</td>
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<td>-</td>
<td>-</td>
<td>£89.6</td>
<td>-</td>
<td>£89.6</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>£258.2</td>
<td>£162.0</td>
<td>£420.3</td>
<td>£184.1</td>
<td>-</td>
<td>£184.1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th><strong>TOTAL INTEGRATED FUND</strong></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CCG</td>
<td>Council</td>
<td>Total</td>
<td>CCG</td>
<td>Council</td>
<td>Total</td>
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<tr>
<td><strong>%</strong></td>
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<td><strong>%</strong></td>
<td><strong>%</strong></td>
<td><strong>%</strong></td>
<td><strong>%</strong></td>
</tr>
<tr>
<td>IN VIEW SERVICES</td>
<td>£31.2</td>
<td>£212.3</td>
<td>£243.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL HEALTH AND CARE</strong></td>
<td>£473.6</td>
<td>£374.3</td>
<td>£847.9</td>
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<td></td>
</tr>
</tbody>
</table>
For 2019/20, the Partners will operate the risk and benefit sharing arrangement outlined in Option 2. In order to mitigate some of the financial risk in 2019/20:

- The CCG’s governing body has approved the application of £4m non-recurrent funding to support service change and programme development in children’s services in order to help reduce overspends in such services. This Best Value Programme transformation funding is included within In View services in table 1 above. The Partners will develop and agree business cases for approval through CCG governance processes. Each business case will include an investment profile to enable the draw down of these funds. It is anticipated that the draw down will be approximately £2m in 2019/20 and approximately £2m in 2020/21, and that therefore the full £4m will be drawn down within the first two years of this Agreement. The draw down of transformation funding, and the progress in the delivery of any approved scheme will be monitored and reported to the Children’s Commissioning Committee as set out in the Financial Framework set out at Schedule 10; and

- Without prejudice to the operation of Option 2 Risk Share, the CCG’s intention (such decision to be made by the Governing Body of the CCG) is to utilise in year underspends in the Aligned Budgets (save for any Aligned Budget relating to Primary Care Services that are associated with primary care functions delegated from NHS England) to invest in other service areas by increasing its Financial Contribution to the Pooled Budget.

- The Council will deploy 2019/20 non-recurrent, ring-fenced £1.3m Winter Pressures funding through the Integrated Health and Care Fund

For 2020/21 and future Financial Years, the partners are committed to using all reasonable endeavours to achieve a single risk share agreement (Option 1). On an annual basis, consistent with the timescale for Level 1 decisions on pool contributions (as set out in the Decision Matrix), each Partner will confirm its preferred risk share arrangement for the next Financial Year. This will be done following recommendations from the respective Chief Finance Officers taking into account issues including, but not limited to, future savings requirements, achievement of current savings targets and assurance of delivery of current and future savings targets. In the event that the Partners do not agree on the preferred risk share arrangement for any Financial Year, the default position for the Risk Share that will apply to any Financial Year will be a risk share under Option 2 (Differential Risk Share).
SECTION 4: PROCEDURAL STEPS

In Year Accounting Treatment

For the period April 2016 to March 2019, the host of the pooled budget for adults services (the CCG) accounted for the total in-year overspend in the financial year within which it arose and was repaid from the pooled budget the following year.

The levels of financial risk in year one for the new Integrated Health and Care Fund, 2019/20, is significantly higher than overspends in previous years. Therefore the host of the Integrated Health and Care Fund cannot account for the entirety of the in-year overspend.

In year overspends will be accounted for in the following way:

- If the value of the overspend is under £1m, then the host organisation (the CCG) will account for the totality of this financial pressure and will be repaid from the Integrated Health and Care Fund in the following Financial Year.

- If the in year overspend is higher than £1m, then this will be shared back to the CCG and Council based on the splits and methodology identified under Option 2 (table 1) in 2019/20. The amount of such Overspend attributed to each Partner may or may not be repaid from the Integrated Health and Care Fund to the Partners the following Financial Year depending on the annual level 1 decision (as set out in the Decision Matrix) made by the Partners on the scope and size of the Integrated Health and Care Fund for that following Financial Year.

In the event of any under spend, this will be passed back to the Partners based on the Option 2 Differential Risk Share applying the splits and methodology identified under Option 2 (table 1) in 2019/20 for each individual Service within the Integrated Health and Care Fund. The funds may or may not be paid back into the Integrated Health and Care Fund in the following year depending on the annual level 1 decision (as set out in the Decision Matrix) taken by the Partners on the scope and size of the Integrated Health and Care Fund.

Partners will operate Pooled Budget arrangements and manage the Pooled Budget in accordance with the arrangements set out in section 2 but, in its statutory accounts, each Partner will account for its Financial Contribution and other transactions in accordance with its own accounting guidance.

Cash Flow

The CCG will raise a single invoice to the Council each month for 1/12th of the agreed financial contribution to the Integrated Health and Care Fund.
The Council will raise monthly invoices to the CCG for the elements of expenditure that are incurred at the Council. This includes those elements of the Integrated Health and Care Fund relating to payments due to the Council under any Pre-Existing Contract or Service Contract where the Council is the provider under such Pre-Existing Contract or Service Contract (for example in relation to Children’s Services). The monthly payments to and from the Integrated Health and Care Fund should occur on the same day.

**Treatment of Recurrent Under and Overspends**

If the Integrated Health and Care Fund accumulates an under or over spend for 3 Financial Years in succession, then this is deemed to be recurrent and this requires a different set of principles than a one year, non-recurrent under or over spend.

If the Integrated Health and Care Fund accumulates a recurrent underspend, the underspend value can then be committed on a recurrent basis after agreement by the Council and CCG, and such Underspend shall either be:

- Returned back to the Partners: The Partners reduce their contribution to the Integrated Health and Care Fund;
- Invested in new services; and/or
- Applied in any combination of the above ways.

In the event of a recurrent overspend then agreement is required between the Partners on either:

- Increasing savings targets;
- Decommissioning of services, including a review of the impact of the investment in new models of delivery;
- Accelerating investment- by bringing forward future year’s commissioning intentions to drive through further efficiencies across the system;
- Increasing Partner funding contributions into Integrated Health and Care Fund; and/or
- Any combination of the above.

**Procurement and Contracts**

All Pre-Existing Contracts will remain with the current contract holder. Partners can agree to change the contract holder for any Pre-Existing Contracts but this will be an explicit decision, recorded in writing between the Partners, on a contract by contract basis.
Partners will agree the most appropriate Partner to hold the contract for any Service Contract that is entered into throughout the term of the Partnership Agreement. In the absence of agreement such issue shall be referred to the Disputes Resolution Procedure.

The Partner that holds a Pre-Existing Contract or a Service Contract is responsible for monitoring performance and providing associated performance and financial information to the Administration Partner in order for the information to be included in the reports to the Committees, the Health and Care Commissioning Board or the Partners (as applicable).

**Standing Financial Instructions (SFIs) and Standing Orders (SOs)**

The Committees and the Health and Care Commissioning Board shall comply with all the requirements of the CCG’s Standing Financial Instructions save to the extent that such Standing Financial Instructions conflict with the provisions of this Agreement, in which case this Agreement shall apply and prevail.

Where a Retained Decision is to be taken by an Officer then such Officer shall make such decision in line with the Standing Financial Instructions of the Partner by which that Officer is employed or engaged.

Decisions taken by Individual Officers (level 4 and level 5 decisions as set out in the Decision Matrix) will be taken in line with the Standing Financial Instructions of the relevant organisation.

**Amendments to the Financial Framework**

In the First Financial Year the Financial Framework will be reviewed by the Partners at the end of six Months. Thereafter, the Financial Framework will be reviewed annually, ahead of the start of each new Financial Year.
SCHEDULE 11
JOINT PROCUREMENT POLICY

To be inserted when agreed by the Partners
SCHEDULE 12
LIST OF PRE-EXISTING CONTRACTS
(COMPRISING TWO TABLES)

Salford CCG Providers/Contracts

Acute Hospital Contracts
Salford Royal NHS FT
Manchester University NHS FT Central Site
Manchester University NHS FT South Site
Bolton Hospitals NHS FT
Pennine Acute Hospitals NHS Trust
Wrightington, Wigan and Leigh Hospitals NHS FT
Warrington and Halton NHS FT (North Cheshire Hospital)
The Christie NHS FT
Stockport NHS FT
Lancashire Teaching NHS FT
Oaklands
Spa Medica
Spire Healthcare

Further information available on request for breakdown of activity, FT means Foundation Trust

Acute - NCAs
Non Contract Activity (NCAs)

Hospital activity where the CCG does not have a contract - all hospitals in the country

Ambulance Contracts
North West Ambulance Service - PES

Emergency ambulance contract
North West Ambulance Service - PTS
North West Ambulance Service- NHS 111

Patient transport contract with NWAS- non emergency ambulance

Mental Health Hospital Contracts
Greater Manchester West Mental Health NHS FT
5 Boroughs Partnership NHS FT
Pennine Care NHS FT

Acute - Other
TOPS ISRs - National Unplanned Pregnancy
St Ann's Hospice
Being There
Citizens Advice Bureau - Palliative care advice service
SCC - Dying Matters
NHS England contribution to EOLC
Neuro Rehab Placements

3 providers - National unplanned Pregnancy, Marie Stopes and BPAS

EOLC means End of Life Care

Individual placements for neuro rehab in private providers
Spot purchased packages of care through EUR (Effective Use of Resources) process relating to individual funding requests

Community Health Contracts - NHS
Salford Royal NHS FT - Community Health
Manchester University NHS FT - Community Health Central Site
Manchester University NHS FT - Community Health South Site
Manchester University NHS FT - Community Health (Former Pennine)
Bolton Hospitals NHS FT - Community
Bridgewater Community Healthcare FT (ALW Community)
Pennine Care NHS FT - Community Health - Walk in Centre

MH Contracts - NON-NHS (includes Third Sector)
Six Degrees
Pendlebury House-Turning Point
START
Self Help Services
Salford City Council - MH WRDA Service (previously MIND)
Lesbian and Gay Foundation (Manchester CCG recharge)
MIND Advocacy (previously named Meadowbrook)
Collaborative - Richmond Care
EHC Moston Grange
Collaborative Private Healthcare
42nd Street
Gaddum - Children and Family Counselling Service

Individual packages of care - private sector placements for mental health placements

Community Health Contracts - non-NHS (includes Third Sector)
Practice Services
ABL Tier 3
ABL Tier 2
Broomwell Healthwatch
Salford Community Leisure

Continuing Care Services (all care groups)
Continuing Health Care
Children's ISRs SCC
Children's ISRs Salford Royal NHS FT
Funded Nursing Care

Individual placements for continuing healthcare - all nursing homes Salford and GM
Children's placements - CCG contribution to Council
Individual children's placements at Salford Royal
Nursing care top ups to care homes for individual placements

Primary Care
Primary Care Co-Commissioning
Contracts with all 43 Salford GP practices for core primary care
Contracts with all 43 Salford GP practices - local enhanced
Salford Standard

7 day access to GP/primary care - contract with Salford Primary Care Together

**Third Sector contracts**

Postural Stability and Falls
Community Assets - Additional Postural Stability and Falls
Community Assets - Tech and Tea
Carers Support Gaddum Centre
Community Equipment Services
Stroke Association
Community Assets - Age Friendly City
Community Assets - Volunteer wellbeing champions
Community Assets - Communities Together (Core Team)
Age UK - Social Rehab Service
Age UK - Hospital Aftercare Service
Age UK - Dementia
Contingency - ASC
Contingency - Living Wage Reserve
Care Act - Welfare Rights
Care Act - Safeguarding
Care Act - Advocacy
CAB - Information and Advice
BASIC Neuro Centre
Social Adventures - Angel Integrated Care Organisation
Langworthy Cornerstone Integrated Care Organisation
Big Life Services Integrated Care Organisation
SCC – Children's Hospital/Expectant Families
Transport for Sick Children
Other Transport Costs
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<tr>
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<th>Name of Contract</th>
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<tr>
<td>Mind in Salford</td>
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<tr>
<td>Citizens Advice</td>
<td>Advice Services</td>
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<td>General advice and information contract</td>
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<tr>
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<td>High Street</td>
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<td>Citizens Advice</td>
<td>Mental Health Welfare Rights and Debt Advice</td>
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<td>Disabled Children and Expectant Families CAB</td>
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<td>Local Health Watch Service</td>
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<td>Gaddum</td>
<td>Carers Transformation Project</td>
</tr>
<tr>
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SCHEDULE 13

DATA PROCESSING ARRANGEMENTS

DEFINITIONS

Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures shall have the meaning given to them in the Data Protection Legislation.

Domestic UK Law means any directly applicable Data Protection Legislation and any other law that applies in the UK.

1 DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 13 is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under the Data Protection Legislation.

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, they may both act as a Controller for their own Personal Data and a Processor for the other parties’ Personal Data.

1.3 Without prejudice to the generality of Clause 1.1, the Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Processor and/or lawful collection of the Personal Data by the Processor on behalf of the Controller for the duration and purposes of this Agreement.

1.4 Without prejudice to the generality of Clause 1.1, the Processor shall in relation to any Personal Data processed in connection with the performance by the Processor of its obligations under this agreement:

1.4.1 process that Personal Data only on the documented written instructions of the Controller unless the Processor is required by Applicable Laws to otherwise process that Personal Data. Where the Processor is relying on Applicable Laws as the basis for processing Personal Data, the Processor shall promptly notify the Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Processor from so notifying the Controller;
1.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

1.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

1.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

1.4.4.1 the Controller or the Processor has provided appropriate safeguards in relation to the transfer;

1.4.4.2 the Data Subject has enforceable rights and effective legal remedies;

1.4.4.3 the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

1.4.4.4 the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

1.4.5 assist the Controller, at the Controller’s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

1.4.6 notify the Controller without undue delay on becoming aware of a Personal Data Breach;
1.4.7 at the written direction of the Controller, delete or return Personal Data and copies thereof to the Controller on termination of the agreement unless required by Applicable Law to store the Personal Data; and

1.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Schedule 13 and allow for audits by the Controller or the Controller’s designated auditor and immediately inform the Controller if, in the opinion of the Processor, an instruction infringes the Data Protection Legislation.

1.5 The Processor shall not appoint any sub-processor of the Personal Data without first obtaining consent in writing from the Controller (such consent not to be unreasonably withheld or delayed). The Processor confirms that it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Schedule 13 and in either case which the Processor confirms reflects and will continue to reflect the requirements of the Data Protection Legislation. As between the Controller and the Processor, the Processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Schedule 13.

1.6 Either party may, at any time on not less than 30 days’ notice, revise this Schedule 13 by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
1 Change Control Procedure

DEFINITIONS

In this Schedule, the following definitions shall apply:

“CCG Change Manager” the person appointed to that position by the CCG from time to time and notified in writing to the Council

“Change Authorisation Note” a form setting out an agreed Variation which will be substantially in the form of Annex 2;

“Change Request” a written request for a Variation issued by a Partner to the other which shall be substantially in the form of Annex 1 to this Schedule;

“Variation” any change to be made in relation to the Agreement, whether requested by the Council or the CCG,

“Change Communication” any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;

“Impact Assessment” an assessment of a Change Request in accordance with paragraph 5 of this Schedule;

“Impact Assessment Estimate” has the meaning given in paragraph Error! Reference source not found. of this Schedule;

“Receiving Partner” the Partner which, in relation to any proposed Variation receives a Change Request;

“Council Change Manager” the person appointed to that position by the Council from time to time and notified in writing to the CCG

2 GENERAL PRINCIPLES OF CHANGE CONTROL PROCESS

2.1 This Schedule sets out the procedure for dealing with Variations.

2.2 The Partners shall deal with Variations as follows:
2.2.1 either Partner may request a Variation which they shall initiate by issuing a Change Request in accordance with paragraph 4 of this Schedule;

2.2.2 unless this Agreement otherwise requires, the Partner issuing a Change Request shall assess and document the potential impact of a proposed Variation in accordance with paragraph 5 of this Schedule before the Contract Change shall be considered for approval by the Partners;

2.2.3 the Receiving Partner shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph 6 of this Schedule; and

2.2.4 no proposed Variation shall be implemented by either Partner until a Change Authorisation Note has been executed in accordance with paragraph 5.2 of this Schedule.

2.3 To the extent that any Variation requires testing and/or a programme for implementation, then the Partners shall follow such procedures as agreed by the Partners, and, where appropriate, the Change Authorisation Note relating to such a Variation shall specify milestones and/or a key dates in respect of such Variation for the purposes of such procedures.

3 COSTS

3.1 The costs of preparing each Change Request shall be borne by the Partner making the Change Request.

3.2 The costs incurred by a Partner in undertaking an Impact Assessment shall be borne by the Partner making the Change Request.

4 CHANGE REQUEST

4.1 Either Partner may issue a Change Request to the other Partner at any time during the Term. A Change Request shall be substantially in the form of Annex 1.

4.2 If a Partner issues a Change Request, then they shall also provide an Impact Assessment to the Receiving Partner as soon as it is reasonably practicable but in any event within 14 days of the date of issuing the Change Request.

5 IMPACT ASSESSMENT

5.1 Each Impact Assessment shall be completed in good faith and shall include:

5.1.1 details of the proposed Variation including the reason for the Variation;
5.1.2 details of the impact of the proposed Variation on the either Partner’s ability to meet their other obligations under this Agreement;

5.1.3 any variation to the terms of the Agreement that will be required as a result of the proposed Variation

5.1.4 details of the cost (if any) of implementing the proposed Variation;

5.1.5 details of the ongoing costs required by the proposed Variation when implemented, and any alteration to the working practices of either Partner;

5.1.6 a timetable for the implementation, together with any proposals for the testing of the Variation;

5.1.7 details of how the proposed Variation will ensure compliance with any applicable change in Law; and

5.1.8 such other information as the Receiving Partner may reasonably request in response to the Change Request.

5.2 If the Variation involves the processing or transfer of any Personal Data then the preparation of the Impact Assessment shall also be subject to the provisions of Clause 28 (Information Sharing).

5.3 Subject to the provisions of paragraph 5.4 of this Schedule, the Receiving Partner shall review the Impact Assessment and respond to the other Partner as required by paragraph 6.

5.4 If the Receiving Partner reasonably considers that it requires further information regarding the proposed Variation so that it may properly evaluate the Change Request and the Impact Assessment, then within 14 Days of receiving the Impact Assessment, it shall notify the other Partner of this fact and detail the further information that it requires. That other Partner shall then re-issue the relevant Impact Assessment to the Receiving Partner within 14 days of receiving such notification. At the Receiving Party’s discretion, the Partners may repeat the process described in this paragraph 5.4 of this Schedule until the Receiving Partner is satisfied (acting reasonably) that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

6 RECEIVING PARTNER’S RIGHT OF APPROVAL

6.1 Within 21 days of receiving the relevant Impact Assessment from the Partner issuing a Change Request or within 14 days of receiving the further information that it may request pursuant to paragraph 5.4 of this Schedule, the Receiving Partner shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
1.6.1 approve the proposed Variation, in which case the Partners shall follow the procedure set out in paragraph 5.2 of this Schedule;

1.6.2 in its absolute discretion reject a proposed Variation, in which case it shall notify the other Partner as soon as reasonably practicable of the rejection. Neither Partner shall unreasonably reject any proposed Variation is reasonable and necessary for either Partner to comply with any changes in Law or Guidance. If the Receiving Partner does reject a proposed Variation, then it shall explain its reasons in writing to the other Partner as soon as is reasonably practicable and in any event within 10 days following such rejection; or

1.6.3 in the event that the Receiving Partner reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the other Partner to modify the relevant document accordingly, in which event that other Partner shall make such modifications within 14 days of such request. Subject to paragraph 5.4 of this Schedule, on receiving the modified Change Request and/or Impact Assessment, the Receiving Partner shall approve or reject the proposed Variation within 14 days.

6.2 If the Receiving Partner approves a Variation, then the Administration Partner shall prepare two copies of a Change Authorisation Note which both Partners shall then execute in the manner required by the Agreement for a valid variation to the Agreement. Once both Partners have validly executed the Change Authorisation Note then that Change Authorisation Note shall constitute a binding variation to this Agreement.

6.3 If once approved by a Receiving Partner either Partner fails to execute a Change Authorisation Note within the required time period then the other Party may refer the matter to the Dispute Resolution Procedure.

7 COMMUNICATIONS

7.1 For any Change Communication to be valid under this Partnership Agreement it must be sent to either the CCG Change Manager or the Council Change Manager, as applicable. The provisions of the Agreement relating to notices shall apply to a Change Communication as if it were a notice.
## ANNEX 1: CHANGE REQUEST FORM

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<th>FULL DESCRIPTION OF REQUESTED VARIATION (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE AGREEMENT)</th>
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ANNEX 2: CHANGE AUTHORISATION NOTE

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**DETAILED DESCRIPTION OF VARIATION FOR WHICH IMPACT ASSESSMENT HAS BEEN PREPARED AND WORDING OF RELATED CHANGES TO THE AGREEMENT:**

**PROPOSED FINANCIAL ADJUSTMENT(S) (IF ANY) RESULTING FROM THE VARIATION:**

**DETAILS OF PROPOSED ONE-OFF ADDITIONAL COSTS (IF ANY):**

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<th>SIGNED ON BEHALF OF THE COUNCIL:</th>
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