SOUTH STAFFORDSHIRE PRIMARY CARE TRUST

and

STAFFORDSHIRE COUNTY COUNCIL

DRAFT AGREEMENT

Partnership Arrangements under Section 75 of the National Health Service Act 2006 relating to the Integrated Commissioning and Delivery of Services in the County of Staffordshire

Legal Services Unit
Law and Governance
16 Martin Street
Stafford
ST16 2LG

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PARTNERSHIP ARRANGEMENTS
UNDER SECTION 75 OF THE HEALTH SERVICE ACT 2006

SOUTH STAFFORDSHIRE PRIMARY CARE TRUST

and

STAFFORDSHIRE COUNTY COUNCIL

PART ONE: THE AGREEMENT
THIS AGREEMENT is made on the day of 20
BETWEEN SOUTH STAFFORDSHIRE PRIMARY CARE TRUST of Angelsey Court, Towers Plaza, Wheelhouse Road, Rugeley, Staffordshire, WS15 1UL (1) and STAFFORDSHIRE COUNTY COUNCIL of County Buildings, 16 Martin Street, Stafford, ST16 2LG (2).

SECTION 1. DEFINITIONS AND INTERPRETATION PROVISIONS

1.1 Words and expressions which are stated in this Agreement shall (in the absence of any contrary provision) be construed in accordance with the definitions which are set out in the following interpretation table:

<table>
<thead>
<tr>
<th>Word/Phrase</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>this agreement made pursuant to S75 of the 2006 Act and the schedules attached to it</td>
</tr>
<tr>
<td>Area</td>
<td>that part of the Council’s administrative area which comprises the district of South Staffordshire, the district of Cannock Chase, the district of Lichfield, the borough of Tamworth, the borough of East Staffordshire and the borough of Stafford</td>
</tr>
<tr>
<td>best value</td>
<td>the Council’s duty to secure continuous improvement, as defined in Section 3 of the Local Government Act 1999</td>
</tr>
<tr>
<td>Chief Officers</td>
<td>the Chief Executive Officer of the PCT and the Corporate Director (Social Care and Health) of the Council</td>
</tr>
<tr>
<td>Client</td>
<td>any person who meets the requirements of the relevant Eligibility Criteria of the Partners and is a member of the Client Group</td>
</tr>
<tr>
<td>Client Group(s)</td>
<td>those Clients who have satisfied the relevant Eligibility Criteria of the Partners in respect of whom the Partners respectively have a statutory responsibility for the provision of Services</td>
</tr>
<tr>
<td>Commencement Date</td>
<td>1 April 2010</td>
</tr>
<tr>
<td>Contract Arrangements</td>
<td>as described in section 13</td>
</tr>
<tr>
<td>Council</td>
<td>Staffordshire County Council</td>
</tr>
<tr>
<td>Council’s Constitution</td>
<td>the Council’s Constitution comprising its rules and procedures, standing orders, financial orders and any other governance requirements that may be imposed upon the Council from time to time</td>
</tr>
<tr>
<td>Council’s Functions</td>
<td>those health-related functions of the Council which are specified in paragraph 6 of the Regulations which relate to the Partnership Arrangements</td>
</tr>
<tr>
<td>Eligibility Criteria</td>
<td>the criteria which are determined by the Partners from time to time in respect of a Client’s eligibility to access the Services</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>Equipment</td>
<td>the equipment and assets which are made available by a Partner for an Individual Service as prescribed in a Services Schedule</td>
</tr>
<tr>
<td>Financial Contributions</td>
<td>the financial contributions which are made by the Partners to an Individual Service Budget</td>
</tr>
<tr>
<td>Financial Year</td>
<td>each financial year commencing on 1 April and ending on 31 March of the following year</td>
</tr>
<tr>
<td>Functions</td>
<td>the Council’s Functions and the PCT’s Functions collectively</td>
</tr>
<tr>
<td>Host Partner</td>
<td>the Partner responsible for appointing and managing the Pool Manager and any Pooled Fund as prescribed in a Services Schedule</td>
</tr>
<tr>
<td>Individual Service</td>
<td>one of the Services which is agreed by the Partners to be procured for the benefit of a Client Group using one or more of the powers under S75 and which together comprise the Services</td>
</tr>
<tr>
<td>Individual Service Budget</td>
<td>the budget which has been agreed by the Partners for the provision of an Individual Service</td>
</tr>
<tr>
<td>Information Sharing Protocol</td>
<td>the protocol for the secure and confidential sharing of information between the Partners which is contained within Part One: Appendix 1</td>
</tr>
<tr>
<td>Integrated Commissioning</td>
<td>the process for the commissioning of any one or more of the Services by a Partner as agreed by the Section 75 Strategic Management Board for the benefit of one or more of the Client Groups</td>
</tr>
<tr>
<td>Joint Commissioning Unit Agreement</td>
<td>the agreement for the establishment of the Joint Commissioning Unit which was completed on 23 May 2008 and made between North Staffordshire Primary Care Trust (1) South Staffordshire Primary Care Trust (2) Staffordshire County Council (3)</td>
</tr>
<tr>
<td>Lead Commissioning Arrangements</td>
<td>the arrangements by which one Partner commissions services on behalf of the other Partner</td>
</tr>
<tr>
<td>month</td>
<td>a calendar month</td>
</tr>
<tr>
<td>Non-Pooled Fund</td>
<td>a budget for the joint commissioning of an Individual Service under Lead Commissioning Arrangements as prescribed in the relevant Services Schedule</td>
</tr>
<tr>
<td>notice</td>
<td>a notice in writing which is served by one of the Partners on the other, in accordance with paragraph 19.1</td>
</tr>
<tr>
<td>Partners</td>
<td>the Council and the PCT</td>
</tr>
<tr>
<td>Partnership Arrangements</td>
<td>the arrangements which have been agreed between the Partners pursuant to the Regulations and S75 and are set out in this Agreement</td>
</tr>
<tr>
<td>PCT</td>
<td>South Staffordshire Primary Care Trust established pursuant to the terms of Section 18 of the 2006 Act (and any statutory successor in title)</td>
</tr>
<tr>
<td><strong>PCT’s Constitution</strong></td>
<td>the PCT’s Constitution comprising its rules and procedures, standing orders, financial orders and any other governance requirements that may be imposed upon the PCT from time to time</td>
</tr>
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<tr>
<td><strong>PCT’s Functions</strong></td>
<td>those functions of the PCT specified in paragraph 5 of the Regulations which relate to the Partnership Arrangements</td>
</tr>
<tr>
<td><strong>Performance Measures</strong></td>
<td>the arrangements which are agreed by the Section 75 Strategic Management Board for the monitoring of Services as set out in a Services Schedule</td>
</tr>
<tr>
<td><strong>Pooled Fund</strong></td>
<td>a fund administered by a Pool Manager from contributions by the Partners as prescribed in a Services Schedule</td>
</tr>
<tr>
<td><strong>Pool Manager</strong></td>
<td>the officer who is appointed by the Host Partner to administer and be responsible for managing the Pooled Fund as prescribed in a Services Schedule</td>
</tr>
<tr>
<td><strong>Property(ies)</strong></td>
<td>the properties which are made available by a Partner for the purposes of the Partnership Arrangements or an Individual Service in accordance with a Services Schedule</td>
</tr>
<tr>
<td><strong>Regulations</strong></td>
<td>the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI Number 617 (as amended or re-enacted from time to time)</td>
</tr>
<tr>
<td><strong>S75</strong></td>
<td>the power vested in the Partners to enter into partnerships to provide their respective health and well-being functions</td>
</tr>
<tr>
<td><strong>Section 75 Management Boards</strong></td>
<td>the integrated groups whose roles, aims, functions, governance arrangements and constitution are set out in Part Two</td>
</tr>
<tr>
<td><strong>Section 75 Strategic Management Board</strong></td>
<td>the board whose roles, aims, functions, governance arrangements and constitution are set out in Part Two of this Agreement</td>
</tr>
<tr>
<td><strong>Service Provider</strong></td>
<td>any provider with whom a Partner contracts for the provision of an Individual Service under the Contract Arrangements</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>the Individual Services together</td>
</tr>
<tr>
<td><strong>Services Schedule</strong></td>
<td>a schedule which forms, or will form, part of this Agreement and shall be subject to the terms of this Agreement in relation to an Individual Service and documents the aims, objectives and arrangements agreed by the Partners in relation to the Individual Service in question [and will be signed by ]</td>
</tr>
<tr>
<td><strong>Social Care and Health</strong></td>
<td>the Council’s Directorate of Social Care and Health</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td>the period of time during which this Agreement is to take effect, as defined in paragraph 3.1</td>
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<tr>
<td>-------------------</td>
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</tr>
<tr>
<td><strong>Transfer Date</strong></td>
<td>the date upon which the contract of employment of a member of Staff transfers from the Council to the PCT or vice versa under TUPE</td>
</tr>
<tr>
<td><strong>TUPE</strong></td>
<td>the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended)</td>
</tr>
<tr>
<td><strong>VAT</strong></td>
<td>Value Added Tax charged in accordance with the Value Added Tax Act 1994 (as amended)</td>
</tr>
<tr>
<td><strong>week</strong></td>
<td>a period of seven (7) consecutive days commencing on a Sunday</td>
</tr>
<tr>
<td><strong>year</strong></td>
<td>each consecutive twelve (12) months of the Term (or any truncated part thereof)</td>
</tr>
<tr>
<td><strong>1999 Act</strong></td>
<td>the Health Act 1999</td>
</tr>
<tr>
<td><strong>2001 Act</strong></td>
<td>the Health and Social Care Act 2001</td>
</tr>
<tr>
<td><strong>2006 Act</strong></td>
<td>the National Health Service Act 2006</td>
</tr>
</tbody>
</table>

1.2 Words denoting one gender shall include the other genders, words in the singular shall include the plural and vice versa and words denoting individuals shall be treated as including a body of persons corporate or unincorporated.

1.3 References in this contract to the "Council", the "PCT" and any other relevant body or authority, shall include their respective statutory successors in title.

1.4 References to any enactment in this Agreement shall also include any re-enactment, amendment, or replacement of the same and also any regulation, direction, guidance, or code of practice, which is made or issued by the relevant authority thereunder.

1.5 The headings and titles within this Agreement shall not affect the interpretation of the provisions of this Agreement.

1.6 References to any section, schedule or paragraph are references to the sections, schedules or paragraphs of this Agreement in the absence of any contrary indication.

1.7 In the case of any inconsistency between the provisions of this Agreement and the provisions of a Services Schedule, the provisions of the Services Schedule shall prevail unless the Partners agree otherwise in writing.
SECTION 2. RECITALS

2.1 The Council is the local Social Services Authority in the County of Staffordshire (excluding the administrative area of the Council of the City of Stoke-on-Trent) within the meaning of the Local Authority Social Services Act 1970 and is the provider and commissioner of social care services for people who are resident in Staffordshire.

2.2 The PCT is a Primary Care Trust as defined in section 18(1) of the National Health Service Act 2006 and is the provider and commissioner of health services for people who are resident in South Staffordshire.

2.3 This Agreement is made pursuant to Section 75 of the 2006 Act and the Regulations.

2.4 The Partners will give formal notification of their intention to exercise the flexibilities in S75 in relation to the Partnership Arrangements and the Services as required by HSC 2000/010:LAC (2000)9 to the relevant office of the Department of Health.

2.5 The Partners will carry out consultation on the proposals for the Partnership Arrangements and any Services with those persons, user groups, staff and statutory and non-statutory providers, who appear to them to be affected by the arrangement, as required by Regulation 4(2) of the Regulations.

2.6 The Partners have agreed to enter into this Agreement to fulfil the requirements in Regulation 8(2) of the Regulations and to record their respective rights and obligations under the Partnership Arrangements and the terms on which the Partnership Arrangements will be exercised.

2.7 By entering into this Agreement, each of the Partners empowers the Section 75 Strategic Management Board under regulation 10(2) of the Regulations to fulfil the Functions of that Partner in relation to the Partnership Arrangements subject to the terms of this Agreement.

SECTION 3: THE TERM OF THE AGREEMENT

3.1 This Agreement shall come into force on the Commencement Date and shall be, subject to the termination provisions in section 12 of this Agreement, for an initial term of ten (10) years.

3.2 Any extension to the Term of this Agreement shall be agreed by the Partners in writing at least twelve (12) months prior to the expiry of the Term by authorised representatives of the Partners. The Partners shall evidence any such extension in writing by exchange of letters between the Chief Officers.

3.3 If this Agreement is extended by the Partners in accordance with paragraph 3.2, then the following provisions shall apply:
(1) this Agreement shall be extended by successive twelve (12) month periods rolling unless and until terminated by notice served in accordance with section 12;

(2) notwithstanding the provisions of section 12, the Partners shall have the right to terminate this Agreement at any time after the expiry of the Term on service of at least six (6) months' notice.

Services Schedules

3.4 The duration of the arrangements for each Individual Service shall be set out in the relevant Services Schedule. Each Services Schedule shall be reviewed annually by the Partners.

SECTION 4. THE PARTNERSHIP ARRANGEMENTS

Purposes

4.1 The Partners have entered into this Agreement for the purposes of:

(1) improving the Services for residents of Staffordshire through closer working between the National Health Service and Local Government to fulfil their obligations to co-operate with each other in providing the Services pursuant to Section 82 of the 2006 Act;

(2) consolidating existing partnership arrangements and incorporating the arrangements under the Joint Commissioning Unit Agreement;

(3) creating an integrated approach to the design and redesign of health and social care services to provide a seamless service to users across the health and social care interface and to achieve an improvement in the way in which the Partners’ respective Functions are exercised in relation to the provision of community care, accommodation, health services and the management of associated funds;

(4) identifying other health and social care services which can be delivered more effectively using the Health Act Flexibilities.

4.2 The purpose of this Agreement is to establish a partnership framework which enables the Partners:

(1) to meet their respective statutory obligations to improve the health and well-being of residents in Staffordshire;
(2) to meet their responsibilities for the commissioning, planning, delivery and monitoring of health and well-being and such other services as agreed by the Partners from time to time through the implementation of flexibility, co-ordination, accountability and robust governance arrangements;

(3) to work together to commission jointly services which enable people to make the right choices about their health and care and live longer and healthier lives;

(4) to develop the fullest possible integration between the Partners;

(5) to achieve greater flexibility in the use of resources, increased efficiencies and improved outcomes.

Principal Aims of the Partnership Arrangements

4.3 The principal aims of the Partnership Arrangements are:

(1) to ensure the most cost-effective use of the combined resources of the Partners to address the health and social care needs of residents in the Area;

(2) to improve the physical and mental health, and well-being of the residents in the Area;

(3) to support the independence of vulnerable and potentially vulnerable people in the Area;

(4) to ensure that local communities serviced by the Partners are more informed and involved;

(5) to establish the Section 75 Strategic Management Board which will be responsible for overseeing and monitoring the Partnership Arrangements;

(6) to establish the Section 75 Management Boards.

Governance Arrangements

4.4 The governance structures of the Section 75 Strategic Management Board and the Section 75 Management Boards and the decision making processes of the Partners in relation to the Partnership Arrangements are set out in Part Two of this Agreement.

Health Act Flexibilities

4.5 This Agreement sets out the arrangements for:

(1) Lead Commissioning;
(2) Integrated Commissioning;

(3) the establishment of Pooled Funds.

Services to be included in the Partnership Arrangements

4.6 The Partnership Arrangements shall include such Individual Services as shall be agreed from time to time by the Partners for the benefit of residents in the Area in accordance with the Performance Framework Development Process which is contained within Part One: Appendix 3.

4.7 The introduction of any Individual Service by the Partners into these Partnership Arrangements during the Term shall be documented in a Services Schedule, setting out the details of the Individual Service in question, including (without limitation) the matters which are set out in paragraph 5.4, which shall be signed by duly authorised representatives of the Partners and shall be subject to compliance with any applicable legal requirements including consultation and notification under S75.

4.8 Neither Partner shall be under any obligation to agree to a Services Schedule unless it is satisfied that to do so will improve Services for residents of Staffordshire.

4.9 The introduction of any Services by the Partners into these Partnership Arrangements during the term will be subject to business case approval by the S75 Strategic Management Board and approval by the Council’s Cabinet and the PCT Board.

4.10 The Partners agree and confirm that the Partnership Arrangements shall not affect:

(1) the liabilities of each Partner either, to the other Partner, or to any third party, for the exercise of their respective Functions and obligations, or;

(2) the powers or duty of each Partner to recover charges for the provision of any Services in the exercise of any of the Functions.

Consultation

4.11 The Partners shall retain their individual responsibility for consultation with Client Groups and relevant stakeholders in relation to health services and social care services. Where appropriate, the Partners shall agree combined and/or co-ordinated consultation protocols in order to achieve effective engagement with Client Groups and communities.
Best Value

4.12 The Council is subject to the duty of Best Value and the PCT is subject to the principles of value for money and best use of resources. Each Partner shall therefore co-operate with all reasonable requests from the other Partner in order to fulfil their respective obligations in this respect.

Clinical Governance

4.13 The PCT is subject to a duty of Clinical Governance and shall be responsible for Clinical Governance in respect of the Partnership Arrangements.

Corporate Governance

4.14 The Partners shall each comply with the principles and standards of corporate governance which are relevant to Primary Care Trusts and Local Authorities.

SECTION 5: THE SERVICES SCHEDULES

Consultation – Individual Services

5.1 Where any proposed consultation relates to an Individual Service to be included in a Services Schedule, then the Partners agree to work together to carry out consultation in accordance with the 2006 Act and the Regulations with relevant stakeholders.

Services Schedules

5.2 Each Services Schedule shall include provision in relation to the following matters:

(1) the agreed aims for the Individual Service;

(2) which of the Health Act Flexibilities applies to the Individual Service;

(3) the Council’s Functions and the PCT’s Functions which are the subject of the Individual Service;

(4) the duration of the Individual Service and provisions for the review, variation, or termination of the Individual Service;

(5) the Financial Contribution of the PCT and the Financial Contribution of the Council to any Pooled Fund or any Non-Pooled Fund for each Individual Service in the first Financial Year for the Individual Service in question and how these Financial Contributions may be varied;
if the Individual Service includes the establishment of a Pooled Fund, provision for the appointment of the Pool Manager and the production of reports and other information by which the Partners and the Project Board can monitor the effectiveness of the Pooled Fund;

(7) the treatment of VAT in relation to the Individual Service;

(8) the Client/Client Group to whom the Individual Service relates and the services which are to be provided to the Client/Client Group;

(9) the Property and/or Equipment (if any) to be provided by each Partner in connection with the Individual Service;

(10) the Staff to be made available by the PCT and/or the Council in relation to the Individual Service together with any special arrangements which will apply to the Staff in question;

(11) the central services (if any) to be provided by each Partner in connection with the Individual Service;

(12) any integrated management and support structures (if applicable) which will apply to the Individual Service;

(13) the Performance Measures and arrangements for monitoring of the Individual Service;

(14) the Contract Arrangements in relation to the Individual Service;

(15) the name and contact details of the officer of the PCT and the officer of the Council who will act as lead officers for the Individual Service;

(16) the exit strategy upon termination of the Individual Service;

(17) the levels of authority under the PCT’s Constitution and/or the Council’s Constitution which apply to the Individual Service and details of amendments necessary to appropriate schemes of delegation;

(18) risk and benefit share arrangements that will apply for the duration of the Individual Service;

(19) Care Quality Commission registration requirements in relation to the Individual Service.

5.5 The Partners shall not enter into a Services Schedule in respect of an Individual Service unless they are satisfied that the Individual Service in question will improve health and well-being in accordance with this Agreement.
SECTION 6: STAFFING PROVISIONS

6.1 The Council and the PCT shall comply with and operate the management and governance arrangements in relation to the Staff which are applicable to each Individual Service as set out in the relevant Services Schedule.

6.2 The Council and the PCT shall use all reasonable endeavours to ensure that the Staff comply with the management and governance arrangements which are applicable to each Individual Service as set out in the relevant Services Schedule.

The Transfer of Undertakings Protection of Employment Regulations 2006 (TUPE) – Transfer of Staff from the Council to the PCT

6.3 If there is a transfer of Staff from the Council to the PCT in relation to an Individual Service, the Council shall indemnify and keep the PCT indemnified from and against all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs, expenses and all other liabilities whatsoever arising out of or connected with any claim or other legal recourse by any Staff who transfer from the Council to the PCT under TUPE (whether on their own behalf or in their capacity as employee representatives) which relates to any actual or alleged act or omission of the Council prior to the Transfer Date or any other event or occurrence prior to the Transfer Date.

The Transfer of Undertakings Protection of Employment Regulations 2006 (TUPE) – Transfer of Staff from the PCT to the Council

6.4 If there is a transfer of Staff from the PCT to the Council in relation to an Individual Service, the PCT shall indemnify and keep the Council indemnified from and against all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs, expenses and all other liabilities whatsoever arising out of or connected with any claim or other legal recourse by any Staff who transfer from the PCT to the Council under TUPE (whether on their own behalf or in their capacity as employee representatives) which relates to any actual or alleged act or omission of the PCT prior to the Transfer Date or any other event or occurrence prior to the Transfer Date.

6.5 If there is a transfer of Staff from the Council to the PCT in relation to an Individual Service, then the Council will:

(1) be responsible for the funding of any back dated pay awards for transferring Staff;

(2) continue to offer support and advice to the PCT in regard to Human Resource issues.

6.6 If there is a transfer of Staff from the PCT to the Council in relation to an Individual Service, then the PCT shall:
(1) be responsible for the funding of any back dated pay awards for transferring Staff;

(2) continue to offer support and advice to the Council in regard to Human Resource issues.

6.7 If during the Term there is a transfer of Staff from either the PCT and/or the Council in relation to an Individual Service to a third party, then:

(1) the PCT and the Council shall each be responsible for the funding of any back dated pay awards for their respective transferring Staff, and;

(2) the Council shall be responsible for any other awards resulting from the single status process (parts 2 and 3) for transferring Staff.

6.8 Any transferring Staff will undergo continuous professional development in accordance with the training arrangements which are contained in the relevant Services Schedule.

6.9 Where there are Lead Commissioning arrangements for an Individual Service and Staff are employed by one Partner but made available to the other Partner, the day to day management of the Staff in question will be the responsibility of the Lead Commissioning Partner. However, the personnel procedures operating in relation to the Staff in question shall be those of the employing Partner and matters relating to terms and conditions of employment, discipline, grievances and all other employment procedures shall be the responsibility of the employing Partner.

6.10 The Partners shall develop a staffing and services protocol to cover the situation where the delegation of the Council’s Functions from the Council to the PCT in relation to an Individual Service is likely to result in a reduction in the level of infrastructure support provided by staff and services within the Council, or if the delegation of the PCT’s Functions from the PCT to the Council in relation to an Individual Service is likely to result in a reduction in the level of infrastructure support provided by staff and services within the PCT.

Pensions Liabilities

6.11 In each Services Schedule, the Partners shall give specific consideration to the financial implications arising from any pension liabilities and membership of the respective NHS and Local Government Pension Schemes.

SECTION 7: FINANCIAL PROVISIONS

7.1 Each Partner shall promote a culture of probity and sound financial discipline and control and shall ensure that full and proper records for accounting purposes are kept in respect of the Partnership Arrangements and shall agree from time to time the format in which the accounts shall be maintained.
7.2 The Partners shall co-operate with each other in the preparation of accounts in relation to the Partnership Arrangements and with each other’s internal and external auditors.

Financial Contributions

7.3 The Financial Contribution of the PCT to any Pooled Fund or any Non-Pooled Fund for each Individual Service in the first financial year and projections for a subsequent two (2) years (where practicable) for the Individual Service in question shall be set out in the relevant Services Schedule;

7.4 The Financial Contribution of the Council to any Pooled Fund or any Non-Pooled Fund for each Individual Service in the first financial year and projections for a subsequent two (2) years (where practicable) for the Individual Service in question shall be set out in the relevant Services Schedule.

7.5 The Partners agree that the annual Individual Service Budget in respect of each Individual Service for each subsequent financial year will normally be calculated and confirmed thirty (30) days prior to the beginning of the financial year for which it applies. In the event that the annual Individual Service Budget is not agreed by 30 April of that financial year then the Partners’ Financial Contributions will be equal to the Partners’ previous financial year Financial Contributions with a commitment to resolve this by the subsequent 30 June.

7.6 The Partners agree that the annual budget in respect of each Individual Service will normally be calculated as the initial budget for the previous financial year, plus any agreed in-year changes where it is decided these should be recurrent, plus any agreed inflationary uplift or deflationary reduction for the forthcoming financial year, plus any agreed planned service changes for the coming financial year, plus any agreed efficiency requirements.

7.7 Any money specifically allocated by HM Government for an Individual Service shall be put into the relevant Pooled Fund or Non-Pooled Fund.

Host Partner and Pool Manager

7.8 When introducing a Pooled Fund in respect of an Individual Service, the Partners shall agree:

(1) which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;

(2) which officer of the Host Partner shall act as the Pool Manager for the purposes of Regulation 7(4) of the Regulations.
7.9 The Pool Manager shall be:

(1) responsible for managing the relevant Pooled Fund within overall financial balance and will report any potential or actual variations to budget, as soon as practically possible to the Section 75 Strategic Management Board and in any event to the next meeting of the Section 75 Strategic Management Board following identification of any such variation;

(2) accountable for managing the Individual Service Budget and forecasting and reporting to the Partners via the Section 75 Strategic Management Board on the outputs and outcomes and the achievements of targets as set out in the relevant Services Schedule, and;

(2) submitting to the S75 Strategic Management Board monthly reports on the relevant Pooled Fund and an annual return and all other information required by the Partners in order to monitor the Pooled Fund.

7.10 The monies in any Pooled Fund:

(1) may be expended on the Council’s Functions and/or the PCT’s Functions without regard to the proportions in which the Council and the PCT shall have contributed to the Pooled Fund;

(2) shall be spent in accordance with any restrictions which have been agreed by the Partners on the establishment of the Pooled Fund or as varied by agreement between the Partners from time to time;

(3) shall not be transferred to another Pooled Fund without the consent of the Partners.

7.11 Subject to the Regulations, if the PCT is acting as the Host Partner in relation to a Pooled Fund, then the PCT’s Constitution shall apply to the management of the Pooled Fund in question.

7.12 Subject to the Regulations, if the Council is acting as the Host Partner in relation to a Pooled Fund, then the Council’s Constitution shall apply to the management of the Pooled Fund in question.

7.13 The Host Partner shall be responsible for:

(1) establishing the financial and administrative support necessary to enable the effective and efficient management of the Pooled Fund;

(2) establishing effective and efficient accounting arrangements for the Pooled Fund within the Host Partner’s systems, including separate cost centre(s) to enable effective monitoring, reporting and separate statements of accounts to be prepared;
(3) arranging for the financial accounts of the Pooled Fund for each financial year to be audited and sending a year-end statement showing income received, expenditure and any balance remaining to partners for inclusion in their statutory accounts. The Host Partner shall require the Audit Commission to make arrangements to certify an annual return of those accounts under section 28(1)(d) of the Audit Commission Act 1998.

7.14 The Host Partner shall endeavour to ensure that the PCT’s Functions and the Council’s Functions which are funded from a Pooled Fund are carried out within the Individual Service Budget available for the relevant Individual Service in each financial year.

7.15 The Partners shall endeavour to ensure that:

(1) the PCT’s Functions funded from a Non-Pooled Fund for an Individual Service are carried out within the PCT’s Financial Contribution to the Non-Pooled Fund for the relevant Individual Service in each Financial Year;

(2) the Council’s Functions funded from a Non-Pooled Fund for an Individual Service are carried out within the Council’s Financial Contribution to the Non-Pooled Fund for the relevant Individual Service in each Financial Year.

7.16 Without prejudice to paragraphs 7.14 and 7.15, each Partner shall keep the other Partner and the Section 75 Strategic Management Board regularly informed of any overspend or underspend in a Pooled Fund or a Non-Pooled Fund.

Changes to the Level of Pooled Funds – Overspends and Underspends

7.17 If in relation to a Pooled Fund, the Pool Manager forecasts changes in the total level of agreed planned expenditure of the Pooled Fund in question during any financial year, then the Pool Manager shall report such forecasted changes to the Section 75 Strategic Management Board and the other Partner as soon as possible and in any event within fourteen (14) days of the forecast being made.

7.18 The Section 75 Strategic Management Board shall then agree appropriate action either, to contain expenditure within the Individual Service Budget(s), or to utilise any surplus available in the agreed Individual Service Budget(s), or, exceptionally, where additional funding is thought to be required, shall submit a case of need to the Partners. Where additional funding is required, the Partners will consider the appropriateness of continuing such level of funding as part of the budget setting process for the following financial year.

7.19 If at the end of any financial year there is an overspend of a Pooled Fund for an Individual Service, the Partners must determine as to how such an overspend will be funded. Any additional funding required must take account of the specific circumstances, each Partner’s proportionate contribution to the Pooled Fund in question, and whether activity in creating the overspend can be clearly ascribed to one Partner’s specific responsibility. Such underspends and overspends shall be taken into consideration in the setting of future Individual Service Budgets.
7.20 If at the end of any financial year there is an underspend of a Pooled Fund for an Individual Service, then the underspend shall be refunded to the Partners in proportion to their Financial Contributions to the relevant Pooled Fund unless the Partners agree (subject to any approval required under each Partner’s Constitution and any relevant statutory or other legal requirement or guidance) that the underspend shall be managed by one of the following mechanisms:

(1) the underspend may be carried forward into the subsequent financial year and each Partner may decrease their Financial Contribution for the subsequent financial year in proportion to the monies carried forward, or;

(2) the underspend may be carried forward into the subsequent financial year without any alteration in the contributions for the subsequent financial year.

7.21 If there is an underspend of a Pooled Fund upon termination of a Services Schedule, or upon termination of this Agreement, then the underspend shall be refunded to the Partners in proportion to their Financial Contributions to the relevant Pooled Fund.

7.22 In the event of dispute and disagreement in relation to the liability or benefit for any overspend or underspend in any Pooled Fund, the matter may be referred by either Partner to the disputes procedures which are set out in section 11.

Changes to the Level of Non-Pooled Funds – Underspends

7.23 Where an underspend of a Partner’s Financial Contribution to a Non-Pooled Fund is forecast by the Partner responsible for the management of the Non-Pooled Fund in question shall as soon as is reasonably practicable inform the Section 75 Strategic Management Board and the other Partner and the Partners shall discuss whether that underspend should be redeployed within the Individual Service in which the underspend is forecasted.

7.24 Any underspend of a Partner’s Financial Contribution to a Non-Pooled Fund at the end of a Financial Year shall be repaid to that Partner.

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Finance and Governance Checklist

7.26 Prior to the introduction of any Services by the Partners into these Partnership Arrangements during the Term, the Partners shall consider answers to the questions posed in the Finance and Governance Checklist contained within Part One: Appendix 2 to this Agreement.

SECTION 8: PROPERTY

8.1 Any Property provided by a Partner for the use of the Partners for an Individual Service shall be specified in the Services Schedule and shall be used in accordance with the terms of the Services Schedule and the terms of any lease, license, covenant or easement to which the Property is otherwise subject.

8.2 The Council and PCT will make available the Property referred to in individual Services Schedules.

8.3 The Council will not transfer ownership of any of the Properties referred to in any Services Schedules, but may grant a lease or licence of these at a rent/licence fee on terms to be agreed between the Partners acting reasonably. Ownership will remain with the Council.

8.4 The PCT will not transfer ownership of any of the Properties referred to in any Services Schedules, but may grant a lease or licence of these at a rent/licence fee on terms to be agreed between the Partners acting reasonably. Ownership will remain with the PCT.

8.5 Each Partner will continue to provide the same Properties, support services and facilities management that it provided before the relevant commencement date of each Services Schedule. Any changes to Properties, support services and facilities management shall be agreed by the Partners through the relevant Section 75 Management Board.

8.6 Each Services Schedule shall set out how the outgoings and expenses incurred (including any notional costs of the Properties) in respect of any Property (or any part thereof) used for the purposes of an Individual Service shall be taken into account in the financial arrangements for the Individual Service in question.

8.7 Nothing in this Agreement shall prevent either of the Partners from selling or otherwise withdrawing one (1) or more of their Properties from use for the purposes of an Individual Service but the relevant Partner must use its best endeavours to give at least twelve (12) months’ notice in writing of such sale or withdrawal to the other Partner, who may then terminate the relevant Services Schedule to which the Property relates in accordance with paragraph 12.4.
SECTION 9: EQUIPMENT

9.1 Each Partner shall provide and make available in respect of each Individual Service:

(1) the Equipment which is specified in the relevant Services Schedule;

(2) any existing contracts for Equipment which exclusively relate to their Functions in relation to the Individual Service in question and which are set out in the relevant Services Schedule.

(3) the transfer of ownership of any Equipment or the novation of any contracts will be negotiated and agreed under each Services Schedule and the financial impact of such transfers will be taken into account in the overall financial schedule.

SECTION 10: ICT AND OTHER RESOURCES

10.1 Each Partner shall provide and make available in respect of each Individual Service the central services which are specified in the relevant Services Schedule.

10.2 ICT Equipment and central services will be treated as all other equipment, services and contracts and approaches to transfer and contract novation will apply as in paragraph 9.1(3).

10.3 The Partners shall have specific regard to the impact on organisational licensing agreements for operating systems and application software.

10.4 Impacts on ICT service components as laid out in Part One: Appendix 5 shall be considered by the Partners for each Individual Service to be included in the Agreement.

SECTION 11: DISPUTES

Disputes Procedures

11.1 If any dispute arises between the parties in relation to this Agreement, then either party may refer the dispute:

(1) in the first instance, to the Council’s Social Care and Health Director of Strategy and Performance and the PCT’s Director of Provider Services who shall act in good faith and endeavour to settle the dispute between themselves and, failing settlement;

(2) in the second instance, to the Council’s Corporate Director of Social Care and Health and the PCT’s Chief Executive in order to discuss the dispute and to agree a strategy to resolve it;
(3) in the third instance, to the Section 75 Strategic Management Board.

11.2 If the dispute cannot be resolved within a reasonable period of time having regard to the nature of the dispute by the Partners’ representatives in accordance with paragraph 11.1, the Partners may seek the assistance of a mediator appointed by agreement to resolve the dispute.

**Binding Agreement**

11.3 If any dispute between the parties is resolved pursuant to the provisions of sub-paragraphs 11.1(1), or 11.1(2), or paragraph 11.2, then the Partners shall record the resolution of their dispute in writing and shall each promptly sign the same. The signed document shall then form a legally binding agreement between the parties.

**SECTION 12: DEFAULT AND TERMINATION**

**Termination of the Agreement**

12.1 Either Partner shall have the right to serve at least six (6) months’ notice in writing upon the other Partner to terminate this Agreement if:

(1) there is a fundamental breakdown in the Partners’ relationship such that they cannot reasonably work together as intended by this Agreement;

(2) the other Partner commits a material breach of any of its obligations under this Agreement which is not capable of remedy;

(3) the other Partner commits a material breach of any of its obligations under this Agreement which is capable of remedy but has not been remedied within a reasonable time following receipt of a written default notice from the Partner not in breach which required the breach to be remedied;

(4) there is a change in law or legislation which results in the Partner in question being unable to fulfil its obligations under this Agreement.

**Winding Down/Exit Arrangements**

12.2 If either Partner serves notice on the other Partner to terminate this Agreement as a whole, then the Partners shall use their best endeavours, either to agree an alternative partnership agreement, or to agree a variation to this Agreement.
12.3 In the event of termination of this Agreement, the Partners agree to co-operate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Client Group(s).

Termination of Individual Services

12.4 Either Partner may terminate all or any of the Services Schedules by serving at least twelve (12) months’ notice in writing on the other Partner such notice to expire at the end of a Financial Year.

12.5 Either Partner may terminate any of the Services Schedules at any time during the Term by serving at least six (6) months’ notice on the other Partner if any one of the following circumstances apply:

   (1) the Partners are unable to agree appropriate changes to the Individual Service in question so that expenditure is covered by the Partners’ Financial Contributions in a new financial year;

   (2) the Partners are unable to agree their respective Financial Contributions to a Pooled Fund;

   (3) the Partners are unable to agree the inflation rate.

12.6 Detailed provisions regarding the winding down/exit arrangements in relation to an Individual Service shall be set out in the relevant Services Schedule including (without limitation):

   (1) maintaining continuity of Services;

   (2) allocation and/or disposal of any Equipment relating to the Individual Service;

   (3) responsibility for debts and on-going contracts;

   (4) responsibility for the continuance of Contract Arrangements with Service Providers (subject to the agreement of either Partner to continue contributing to the costs of the Contract Arrangements);

   (5) where appropriate, the responsibility for the sharing of the liabilities incurred by the Partner with the responsibility for commissioning the Services and/or the Host Partner.
SECTION 13: CONTRACT ARRANGEMENTS AND MONITORING OF CONTRACT ARRANGEMENTS

13.1 All Contract Arrangements with Service Providers for the provision of any of the Services which are entered into:

(1) by the Council shall be procured in accordance with the Council’s Constitution;

(2) by the PCT shall be procured in accordance with the PCT’s Constitution.

13.2 The Partner which enters into Contract Arrangements shall ensure that the Contract Arrangements:

(1) is first approved by the other Partner;

(2) is capable of being assigned or novated to the other Partner;

(3) can be terminated either, upon termination of this Agreement, or upon termination of the Services Schedule to which the Contract Arrangements in question relates (subject to the winding down/exit arrangements);

(4) is performed by the Service Provider in accordance with its terms and conditions.

13.3 Each Partner shall co-operate with the other to facilitate the overseeing and monitoring of the Contract Arrangements.

13.4 Any breach by a Service Provider of the Contract Arrangements, or any irregularity relating to the Contract Arrangements, which comes to the attention of a Partner shall be reported to the other Partner as soon as reasonably practicable after the Partner in question becomes aware of the breach/irregularity. The Partners shall then agree what action must be undertaken to remedy the breach/irregularity in question to ensure compliance by the Service Provider with the Contract Arrangements and the Partner who is party to the Contract Arrangements shall take such action as has been agreed.

13.5 In monitoring Contract Arrangements, neither Partner accepts liability to the other Partner for any breach of the Contract Arrangements, or any irregularity relating to the Service Contract, by a Service Provider except in circumstances where a Partner fails in performing its obligations to monitor the Services. Where a Partner fails to perform its obligations to monitor Services, the Partner in question shall be liable to the other Partner for the consequence of its failure.
13.6 Each Partner shall remain liable for its own statutory functions in respect of the Services that are being procured under a Service Contract either on its own behalf, or on behalf of the other Partner, in accordance with this Agreement regardless of which Partner has entered into the Service Contract.

13.7 Each Partner shall retain statutory responsibility for its statutory functions notwithstanding the terms of this Agreement.

SECTION 14: MONITORING AND REVIEW OF THE PARTNERSHIP ARRANGEMENTS

Monitoring Arrangements

14.1 The Partners shall, through the Section 75 Strategic Management Board, monitor the effectiveness of the Partnership Arrangements every three (3) months throughout the Term in order to assess:

1. the extent to which the aims of the Partnership Arrangements are being achieved;

2. the extent to which the exercise of the flexibilities under Section 75 of the 2006 Act is the reason for improved performance or a reduction in the performance of the Services;

3. how the Partnership Arrangements compare with the previous arrangements and other approaches to providing the Services.

Annual Review

14.2 The Partners shall carry out an annual review of the Partnership Arrangements by no later than twelve (12) weeks after the end of each year of the Term including an evaluation of:

1. performance against the Performance Measures which are prescribed in each Services Schedule;

2. a review of the financial performance in relation to each Individual Service;

3. the delivery of the Services and any proposed changes to the delivery of the Services;

4. any statistics or information which the Department of Health or other statutory agency requires the Partners to keep from time to time;

5. the performance and effectiveness of the Section 75 Strategic Management Board;
(6) the Functions of each Partner which have been carried out by the other Partner.

14.3 The Partners shall submit a joint written report of the results of each annual review which is carried out pursuant to paragraph 14.2 to the Council’s Cabinet and the PCT’s Trust Board.

Sub-Standard Performance

14.4 If either Partner has any concerns over the operation of all, or any part of, the Partnership Arrangements, the Partner in question shall convene a meeting with the other Partner with a view to agreeing a course of action to resolve such concerns. Failure to agree will result in the issue being raised through the disputes procedure detailed in section 11 of this Agreement.

Changes in Legislation

14.5 The Partners shall review the operation of the Partnership Arrangements and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the Partnership Arrangements and agree to take all necessary steps to ensure that the Partnership Arrangements comply with such legislation.

Performance Measurement

14.6 The Performance Measures for each Individual Service shall be agreed by the Partners in accordance with the Performance Framework Development Process which is contained within Part One: Appendix 3 and set out in the relevant Services Schedule.

SECTION 15: LIABILITY, INDEMNITY AND INSURANCE

15.1 The PCT shall not be responsible for any legal liabilities to third parties arising from the Council’s provision of the Council’s Functions prior to the Commencement Date, except where such responsibility is created by statute.

15.2 The Council shall not be responsible for any legal liabilities to third parties arising from the PCT’s provision of the PCT’s Functions prior to the Commencement Date, except where such responsibility is created by statute.

15.3 Without prejudice to the primary liability of each Partner for its respective Functions preserved by Section 75(5)(a) and (b) of the 2006 Act, the indemnity provisions in paragraphs 15.4 to 15.11 shall apply.

15.4 References in this section 15 to damages, claims and liabilities shall include the obligation to pay any sums which are recommended by an Ombudsman or under any other complaint resolution process.
15.5 The Council shall indemnify the PCT from and against any damages, claims or liabilities suffered, and reasonable legal fees and costs incurred by, the PCT arising from the exercise of the Council’s Functions or the breach by the Council of any obligation under this Agreement (except insofar as such damages, claim or liability arise from any negligent act, or omission, or breach of any obligation in this Agreement by the PCT, its employees or agents) including, without prejudice to the generality of this provision, any act, neglect or default of the Council, its agents, contractors or employees.

15.6 The PCT shall indemnify the Council from and against any damages, claims or liabilities suffered, and reasonable legal fees and costs incurred by, the Council arising from the exercise of the PCT’s Functions or the breach by the PCT of any obligation under this Agreement (except insofar as such damages, claim or liability arise from any negligent act, or omission, or breach of any obligation in this Agreement by the Council, its employees or agents) including, without prejudice to the generality of this provision, any act, neglect or default of the PCT, its agents, contractors or employees.

15.7 Each Partner shall indemnify the other Partner from and against loss and expense suffered, and reasonable legal fees and costs incurred, by the other Partner as a result of any breach of this Agreement by it, except to the extent that such loss etc. is caused by the breach of contract or the act, neglect or default of the other Partner, its employees, agents or contractors.

15.8 In relation to the diagnosis, care and treatment of a client or patient of the PCT under the PCT’s Functions, the provisions of NHS Indemnity shall apply in relation to any acts or omissions of the PCT, its employees or agents in consequence of which the client or patient suffers.

15.9 The Partners shall use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any claim or proceedings which is or may be subject to any indemnity under this Agreement and any material developments. The Partners shall co-operate in the defence of any such claim or proceedings. No settlement or admission properly made by either Partner in dealing with a complaint or in connection with any professional or disciplinary proceedings shall vitiate its right to be indemnified by the other under this Agreement.

Insurance

15.10 In respect of liabilities arising under any indemnity in this Agreement:

(1) the PCT shall maintain membership of the Liabilities to Third Parties Scheme and the Clinical Negligence Scheme for Trusts, or such other scheme as may be operated from time to time by the National Health Services Litigation Authority;

(2) the Council shall maintain such insurance as it considers appropriate.
15.11 The Partners shall co-operate with each other in the defence of any claim arising under this Agreement using as guidance the Insurance Protocol which has been agreed between Local Authorities and NHS bodies in operating partnership arrangements under section 75 of the 2006 Act.

SECTION 16: RECORDS AND INFORMATION

Data Protection Act

16.1 When either of the Partners obtains access to personal data (as defined in the Data Protection Act 1998) which has been obtained by, or is in the possession of, the other Partner, then the Partner in question and its employees shall duly observe all their obligations under the Data Protection Act 1998 which arise in connection with this Agreement.

Sharing and Handling of Information

16.2 With effect from the Commencement Date, the Partners agree to comply with the Information Sharing Protocol which is contained within Part One: Appendix 1 to this Agreement. The Partners shall also agree and enter into a Data Sharing Agreement in relation to each Individual Service in the form contained within the Information Sharing Protocol in respect of each Individual Service.


16.3 Each of the Partners is subject to the Freedom of Information Act 2000. The Partners agree to deal with any requests which are received under the Freedom of Information Act 2000, and with any subject access requests, in accordance with the Requests for Information Protocol which is contained within Part One: Appendix 5 to this Agreement.

Confidentiality

16.4 Except as required by law, each Partner agrees at all times throughout the Term and following the expiry of this Agreement to keep confidential all documents or papers which it receives or otherwise acquires in connection with the other Partner and which are marked with such words signifying that they should not be disclosed.

16.5 Each Partner also agrees at all times throughout the Term to adopt and comply with HM Government’s Protective Marking System in order to ensure that access to information and other assets relating to this Agreement is correctly managed and appropriately safeguarded.
Policy, Practice and Research Governance

16.6 As each Individual Service is included within the Partnership Arrangements through the addition of a Services Schedule, the Partners shall:

(1) agree a Joint Policy Management Framework (which must reflect the broad principles outlined in the Council’s Policy Management Framework);

(2) make a full assessment of the impact on practice standards and the Council’s current standards/competency frameworks should be used as the basis for the creation of any joint standards;

(3) work together to ensure that all policy development reflects Social Care and Health’s priorities as outlined in its Service Plan.

16.7 With effect from the Commencement Date, the Partners agree to comply with the research governance arrangements which are set out in the Research Governance Framework Application Process Flowchart contained within Part One: Appendix 4 to this Agreement.

SECTION 17: VARIATION

17.1 The variation provisions in this section 17 shall apply as a means of developing and refining the PCT’s Functions and the Council’s Functions and fulfilling the objectives of this Agreement.

17.2 If at any time during the Term, either Partner wishes to propose a variation to the PCT’s Functions or the Council’s Functions included in this Agreement, including any material change to the manner in which the Functions are delivered, or the terms of this Agreement and its Schedules, then:

(1) the Partner in question shall serve notice of its proposed variation in writing on the other Partner, and;

(2) the Partners shall meet to discuss and determine agreement to the proposed variation within twenty-eight (28) days of service of the written notice under sub-paragraph 17.2(1), and;

(3) the Partners shall then report the variation to the Section 75 Strategic Management Board for consideration and approval.

17.3 Any variation which is approved by the Section 75 Strategic Management Board shall be implemented by the Host Partner or the Lead Commissioning Partner (as applicable) with effect from a date which shall be agreed by the Partners.

17.4 If any requested variation cannot be agreed, or the terms of its implementation cannot be agreed, then the variation shall not take place.
SECTION 18: COMPLAINTS

18.1 The Partners shall each handle complaints in accordance with The Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 and shall follow the procedures which are detailed in the Complaints Handling Flowchart which is contained in Part One: Appendix 6 to this Agreement.

18.2 Each Partner shall ensure that the other will be kept fully informed of the progress of any complaints related to their respective Functions and to the arrangements under this Agreement.

18.3 The Partners recognise the need and expediency of responding to a complaint as quickly as possible and shall therefore deal with any complaints as speedily as possible.

18.4 Prior to the issue of any press release or making any contact with the press on any issue attracting media attention, the Partners shall consult with each other to agree a joint strategy for the release and handling of the issue.

18.5 In the event of any potential legal action or complaint to the Local Government or Parliamentary and Health Service Ombudsman relating to the Partnership Arrangements, the Partner notified of the potential legal action or complaint shall notify the other immediately and if possible agree a joint strategy for dealing with the action.

SECTION 19: MISCELLANEOUS PROVISIONS

Notices

19.1 Any notice which is served by either of the Partners under this Agreement shall (subject to any contrary provision of this Agreement) be served by either first class post, or recorded delivery post, or facsimile transmission, or document exchange and any notice:

(1) to the Council, shall be addressed to its Corporate Director of Social Care and Health at The Wedgwood Building, Tipping Street, Stafford, ST16 2DH (DX 712320 Stafford 5), or to such other person/address as may from time to time be notified to the PCT by the Council in writing for the purposes of this sub-paragraph;

(2) to the PCT, shall be sent to it at Moorlands House, Stockwell Street, Leek, Staffordshire, ST13 6HQ or Angelsey Court, Towers Plaza, Wheelhouse Road, Rugeley, Staffordshire, WS15 1UL, or to such other place of business as may from time to time be notified to the Council by the PCT in writing for the purposes of this sub-paragraph.
19.2 If a notice is served by:

(1) first class post, or recorded delivery post, it shall be deemed served on the second (2nd) working day after posting;

(2) facsimile transmission, then (provided that a hard copy of the facsimile in question is received by the addressee within one (1) working day of the transmission of the facsimile) the notice shall be deemed served on the day of transmission if received prior to 16:00 hours, or if the facsimile is received after this time then it shall be deemed served on the next working day;

(3) document exchange, it shall be deemed served on the next working day when the document exchange would normally be collected.

Jurisdiction

19.3 For the avoidance of doubt, this Agreement shall be governed by and interpreted in accordance with English law and parties shall submit to the jurisdiction of the Courts of England and Wales (subject to section 11).

Severance

19.4 If any provision of this Agreement is declared by any judicial or other competent authority to be invalid, unenforceable or illegal in any way, such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement.

Assignment

19.5 The Partners acknowledge that neither of them shall have the right to assign either the whole or part of their rights or obligations under this Agreement unless permitted or required to do so by any statutory provision or by the Secretary of State for Health in consequence of any transfer of their respective Functions to another body or agency.

Legal Compliance

19.6 In performing their respective obligations under this Agreement, the Partners shall comply with all applicable laws, statutory guidance and codes of practice.

Survival of Terms

19.7 For the avoidance of doubt, no terms of this Agreement shall survive the expiry or earlier determination of this Agreement, unless expressly provided for within this Agreement.
Third Party Rights

19.8 This Agreement does not confer (and is not intended to confer) any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

Intellectual Property

19.9 Neither Partner shall infringe or otherwise violate intellectual property right belonging to the other Partner or any third person, including but not limited to any such right deriving from any trademark, copyright, design or patent, or right in act trade secret or proprietary information, or any other intellectual property right.

19.10 In the absence of any express agreement in writing between the Partners to the contrary, all intellectual property rights in documents produced by either Partner for the purposes of or in connection with this Agreement shall belong to the Partner producing the same.

Force Majeure

19.11 Neither Partner shall be liable to the other for any delay in or failure to perform in part or in whole their respective Functions under this Agreement as a result of any cause beyond its reasonable control, including but not limited to fire, natural disaster, flood, shortage or delay of power, fuel or transport, irresistible force or compulsion, or any overwhelming power, any national emergency, civil commotion, explosion, war, prohibitive act of Parliament, prohibitive governmental regulations or any other contingency (except strike action) beyond the reasonable control of either of the Partners.

No Partnership

19.12 Nothing in this Agreement shall create, or be deemed to create, a legal partnership or the relationship of employer and employee between the Partners.

Agreement to Remain in Force

19.13 Any failure or delay by either of the Partners to exercise their respective rights under this Agreement shall not be construed as a waiver by such Partner and this Agreement shall continue and remain in full force and effect notwithstanding any such failure or delay.

Whole Agreement

19.14 This Agreement represents the whole agreement between the Partners and therefore supersedes all previous arrangements and representations which have been either agreed or exchanged between the Partners with regard to the Partnership Arrangements.
**Equality and Equal Opportunities**

**19.15** The Partners are committed to an approach to equality and equal opportunities which is represented in their respective policies. In operating the Partnership Arrangements, the Partners shall:

1. maintain and develop equality and equal opportunity policies and practices building on the best of their respective policies;


**Business Continuity and Emergency Planning**

**19.16** Each Partner shall provide mutual aid to the other Partner to meet their respective duties in the event of a major incident, including the mobilisation of resources where necessary.

**19.17** The Partners shall ensure that business continuity/emergency plans are in place throughout the Term in relation to the Partnership Arrangements and the carrying out of each Partner's Functions and shall each identify a lead officer to take responsibility for emergency planning and business continuity.

**Costs**

**19.18** Each Partner shall be liable for their own respective costs in relation to the preparation of this Agreement.
IN WITNESS whereof the Council has affixed its Common Seal to this its Deed and the Provider has executed this document as a Deed, the day and year first before written:

THE COMMON SEAL of STAFFORDSHIRE  
COUNTY COUNCIL was affixed to this Deed  
the day and year first before written:

..............................................

Authorised Signatory

THE COMMON SEAL of  
SOUTH STAFFORDSHIRE  
PRIMARY CARE TRUST  
was affixed to this Deed  
the day and year first before written:

..............................................

Authorised Signatory
PART ONE: APPENDIX 1

INFORMATION SHARING PROTOCOL
## Managing a pooled budget

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<tr>
<td>Have the levels of contributions been agreed?</td>
<td></td>
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<tr>
<td>How will changes to the levels of contributions be implemented?</td>
<td></td>
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<tr>
<td>Have eligibility criteria been established?</td>
<td></td>
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<tr>
<td>What are the rules about access to the pooled budget?</td>
<td></td>
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<tr>
<td>Who will be the pooled budget manager(s)?</td>
<td></td>
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<tr>
<td>Does the pooled budget manager require training?</td>
<td></td>
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<tr>
<td>Have the pooled budget managers delegated powers been determined?</td>
<td></td>
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<tr>
<td>Has a written partnership/agreement been drawn up?</td>
<td></td>
</tr>
<tr>
<td>Who will draft the agreement?</td>
<td></td>
</tr>
<tr>
<td>Is there a protocol for disputes?</td>
<td></td>
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<tr>
<td>Has an agreement been approved by cabinet bodies and signed?</td>
<td></td>
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</tbody>
</table>
## Corporate Governance

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the scope of services included within the agreement?</td>
<td></td>
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<tr>
<td>What form will the partnership take?</td>
<td></td>
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<tr>
<td>How will balanced representation on the management board be ensured?</td>
<td></td>
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<tr>
<td>Who will be responsible for the nomination rights?</td>
<td></td>
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<tr>
<td>Who will be on the management board and how will they be selected?</td>
<td></td>
</tr>
<tr>
<td>Who will decide budget allocations?</td>
<td></td>
</tr>
<tr>
<td>Have standing orders, schemes of delegation and standing financial instructions been agreed?</td>
<td></td>
</tr>
<tr>
<td>Are effective internal controls in place?</td>
<td></td>
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<tr>
<td>Has a risk management strategy been drawn up?</td>
<td></td>
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<tr>
<td>Have performance measures been set up?</td>
<td></td>
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<tr>
<td>Who will monitor performance?</td>
<td></td>
</tr>
<tr>
<td>Have the form and frequency of monitoring information been agreed?</td>
<td></td>
</tr>
<tr>
<td>Who will provide the monitoring information? Who will receive it?</td>
<td></td>
</tr>
<tr>
<td>What outcomes are expected from the partnership?</td>
<td></td>
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<tr>
<td>What are the complaints procedures?</td>
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<tr>
<td>What charging policies are to be applied?</td>
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<tr>
<td>Question</td>
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<tr>
<td>What is the exit strategy disputes termination arrangement</td>
<td></td>
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</table>

**Financial Management**

<table>
<thead>
<tr>
<th>Question</th>
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</thead>
<tbody>
<tr>
<td>Which financial Systems will be used?</td>
</tr>
<tr>
<td>What monitoring arrangements are in place?</td>
</tr>
<tr>
<td>Who will produce monitoring reports?</td>
</tr>
<tr>
<td>Has the scale of contributions to the pool been agreed?</td>
</tr>
<tr>
<td>What is the frequency of monitoring reports?</td>
</tr>
<tr>
<td>What are the rules for managing overspends?</td>
</tr>
<tr>
<td>Do budget managers have delegated powers to overspend?</td>
</tr>
<tr>
<td>Will delegated powers allow underspends recurring or non-recurring, to be transferred between budgets?</td>
</tr>
<tr>
<td>How will overspends and underspends be treated at year end?</td>
</tr>
<tr>
<td>Will there be a facility to carry forward funds?</td>
</tr>
<tr>
<td>How will pay and non pay inflation be financed?</td>
</tr>
<tr>
<td>Will a contingency reserve be maintained, and if so by whom?</td>
</tr>
<tr>
<td>How will efficiency savings be managed?</td>
</tr>
<tr>
<td>How will revenue and capital investment be managed?</td>
</tr>
<tr>
<td>Who is responsible for means testing?</td>
</tr>
<tr>
<td>Who will own capital assets v2, property, IT, Furnishings land?</td>
</tr>
<tr>
<td>Question</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>How will capital investments be financed?</td>
</tr>
<tr>
<td>What management costs can legitimately be charged to pool?</td>
</tr>
<tr>
<td>What re the arrangement for overheads?</td>
</tr>
<tr>
<td>What will happen to the existing capital programme?</td>
</tr>
<tr>
<td>What will happen on transfer where if resources exceed current liability (i.e. commitments exceed budget) immediate overspend secure?</td>
</tr>
<tr>
<td>Has the calculation methodology for recharges been defined?</td>
</tr>
<tr>
<td>What closure of accounts arrangement need to be applied?</td>
</tr>
<tr>
<td><strong>Audit</strong></td>
</tr>
<tr>
<td>What Audit arrangements are needed?</td>
</tr>
<tr>
<td>Has an internal auditor been appointed?</td>
</tr>
<tr>
<td>Who will liaise with/manager the auditors?</td>
</tr>
<tr>
<td>Whose external audit regime will apply?</td>
</tr>
<tr>
<td><strong>VAT</strong></td>
</tr>
<tr>
<td>Which partner’s VAT regime will apply?</td>
</tr>
<tr>
<td>Is one partner acting as ‘agent’ for another?</td>
</tr>
<tr>
<td>Have partners confirmed the format of documentation, reporting and accounting to be used?</td>
</tr>
<tr>
<td><strong>Workforce</strong></td>
</tr>
<tr>
<td>Who will employ the staff in the partnership?</td>
</tr>
<tr>
<td><strong>Information Sharing</strong></td>
</tr>
<tr>
<td>--------------------------------------</td>
</tr>
<tr>
<td>What are the information/data sharing arrangements?</td>
</tr>
<tr>
<td>How will charges be managed?</td>
</tr>
<tr>
<td>What data systems will be used?</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Communication</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultation – staff, users, unions, providers, public, other agency</td>
</tr>
<tr>
<td>Printed stationary</td>
</tr>
</tbody>
</table>
PART 1: APPENDIX 3
INTEGRATION OVERARCHING SECTION 75 PERFORMANCE FRAMEWORK DEVELOPMENT PROCESS

Performance Framework Development Process for Service Schedules

**Authority to Integrate**
PID/Business case

**Design Service Strategy**
- Vision
- Outcomes
- (Based upon 7 Outcomes Themes from Our Health, Our Care, Our Say)
- Agree Service Structure
- Identify Possible PIs
- Identify possible Quality Standards

**Design Governance Arrangements**
- Authority
- Frequency
- Format
- To include Performance of:
  - Services Plans
  - PIs
  - Quality Standards

**Planning Service Delivery/Implementation**
- Design & agree PIs to measure Service Outcomes
- Design & agree Service plan Initiatives to deliver service outcomes
- Design and agree Quality Standards
- Agree Owners of initiatives, PIs and Quality Standards
- Set Baseline Performance
- Set Implementation Date

**Monitoring/Review and Action**
- Review PIs, initiatives, and Quality Standards
- Consider actions to address Performance issues
- Agree and implement actions to address performance issues

**Set up Service Performance Group**
Drive implementation of performance framework
To include:
- Operational Managers
- Performance Staff from Council and PCT
- Integration leads

Review Service Outcomes if Necessary

Draft vers 0.1

3/JML/SU440D = Draft S75 Agreement Integrated Services (09 Mar 10) v0.5
PART ONE: APPENDIX 4

Research Governance Framework Application Process Flowchart

Internal Applicants
Discuss research idea with Line Manager

Student Applicants
Discuss with Academic Supervisor / Service Manager

External Applicants
Discuss with Service Manager/Research Management & Governance Office

Does Research fall within Staffs County Council duty of care ie involve service users/cares, staff or premises?

- **APPROVAL NOT REQUIRED**
- **Yes**
  - S75 Integrated NHS and SC&H Service Approval

**DOES RESEARCH INVOLVE NHS PATIENTS, STAFF OR PREMISES AS PART OF A JOINT STUDY?**

- **No**
- **Yes**
  - Submit proposal to RM&G Office
  - Risk assessment undertaken and level of review decided by RM&G Office

Validation of application

- **Is research considered to be low risk?**
  - Review by Research Gov Lead / Service Manager
  - Study protocol required to be revised and re-submitted

- **Is research considered to be medium risk?**
  - Sub-Directorate Advisory Panel
  - Outcome of Assessment

- **Is research considered to be high risk?**
  - Directorate Advisory Panel
  - Study rejected

Outcome of Assessment

Study Approval

Commence Study

Directorate Advisory Panel Review – requires consideration by all panel members
Sub Directorate Advisory Panel Review – requires review by 1-3 panel members
Research Governance Approval

Once the completed Research Governance Project Plan form/research proposal has been submitted to the Research Governance Office it will be risk assessed to determine the most appropriate approval route. Where the proposed research concerns the integrated health and social care services, under S75, the approval should be sought from the Section 75 Strategic Management Board. To ensure that proposals are dealt with quickly and efficiently there are three tiers to the governance process, dependant on the perceived level of risk associated with the research and the methods proposed to minimise them. Level 1 proposals have the lowest risk and will receive minimal review, whilst level 3 is for potentially high risk projects that will receive an detailed review by all the panel members as part of the approval process.

Whichever application route is chosen all proposals will either be approved, preliminary approval, (subject to conditions/recommendations) or rejected. The review process for each level is outlined below:

Level 1 – Low Risk

Where the risk assessment predominately identifies level one (low risk), or where the methods proposed to reduce any adverse risks are deemed satisfactory by the Research Governance Lead/relevant service managers, the research can be authorised/approved. Copies of the completed risk assessment and project plan forms/proposal will still be sent to Research Lead and Head of Service and/or one other member of the Research Advisory Panel, who will assess the proposals to ensure that the study is satisfactory. If after reviewing the proposal the assessors have concerns, or believe the project is not low risk, the Research Governance Lead will be contacted and advised not to approve the study until the proposal has been reviewed at a higher level and/or amended appropriately. If assessment of the study is agreed to be satisfactory, approval will be given for the study to commence. Review at this level should take 1 – 5 working days (subject to a complete and validated application).

Level 2 – Medium Risk

Where the risk assessment predominately identifies level 2 (medium risk) or where it is not clear if the methods proposed to reduce any adverse risks would be fully satisfactory, the proposal will then be reviewed by the Research Governance Lead in consultation with three other members of the panel, (where possible one of the panel members will be from a care sector relevant to the research). If the reviewers can not agree on whether to approve, approve subject to changes or reject a proposal, the chair of the Research Advisory Panel will have the final decision. It is estimated that Level 2 applications would be processed within 10 working days, presuming that all of the necessary information is included with the project plan and no additional detail is required. All correspondence between reviewers will be via email and collated in an electronic document stored on the shared drive.
Level 3 – High Risk

Where the risk assessment has identified level 3 risk (high risk), or where it is believed that aspects of the project could represent a high level of risk to service users, carers or staff, the project will be processed at level 3. At this level the proposal will go to the full panel for approval and the application would aim to be processed to approval within 20 working days of receipt of the application (subject to a complete and validated application).

If at full panel no decision can be reached or the panel feel that they do not have the necessary knowledge to make the decision, further guidance may be sought from the West Midlands Research Governance Group. Ultimately, the chair of the Research Advisory Panel will have the final decision of whether approval for the study to commence is granted.

Ad-hoc meetings – Research Advisory Panel (RAP)

Where the decision of whether or not the approval of a study should be given proves to be difficult, an urgent ad-hoc meeting of the RAP will be convened to discuss the issues. The final decision will rest with the Chair of the RAP panel.

Models of scrutiny accepted from other organisations

Research studies that have previously been approved by an NHS R&D Office and have received National Research Ethics approval will only be required to be reviewed by the Research Governance Lead, and Director/Head of Service for the relevant area. This review will assess their impact on resources, fit with current organisational objectives and duplication/development of previous/ongoing research in a similar area before approval to commence is given. Similarly, approval procedures of Universities including university peer review and ethics committee approval will be an acceptable form of scrutiny and will only require minimal further assessment.

Research governance procedure

The following section describes the procedure and mechanisms of the governance process from the point of submission to the applicant being informed of the decision.

1. Submitting an application
   - The project plan form and the risk assessment tool will be obtained electronically from the Research Governance Office/website
   - In addition to the forms, guidance on the Research Governance Framework will be available
   - If the study is internal, the member of staff proposing the research and their line manager will undertake review of the proposed study, risk assessment and completion of the proposal form. The line manager will then sign off the proposal.
• Completed forms/protocol/supporting documents can then be emailed to the Research Lead, at researchgov@staffordshire.gov.uk, who will coordinate the application procedure.

2. Recording the proposal
• The details of the research application will be inputted on to a central database for recording, monitoring and reporting purposes.

3. The application route
• On receiving the completed project plan the Research Governance Lead will confirm the line manager’s authorisation, and carry out a risk assessment to determine whether the study should be assessed as a level 1, 2 or 3 proposal. The appropriate assessment will be applied as outlined above.
• Where the proposed research concerns the integrated health and social care services, under S75, the approval should be sought from the Section 75 Strategic Management Board.
• Where the study is deemed to be level 1, the risk assessment and project plan will be reviewed by the Research Governance Lead/Service Manager and one member of the Research Advisory Panel. If there are any concerns over the research then the Research Governance Lead will contact the authorising line manager direct to either discuss any concerns or to inform them that the proposal will be escalated to a level 2 or 3 application and that no further work is to be undertaken until the review has been completed.
• At this stage the Research Governance Lead may be able to offer or signpost the researcher towards support and guidance to assist in the re-development or revision of the project, including the design of questionnaire, the selection of the sample, collating the findings and analysing the results.

4. Feeding back on the proposal
• Once the proposal has been reviewed by the Research Governance Office, the researcher/line manager submitting the proposal will be emailed the outcome of the decision; approved, approved subject to amendments or rejected. Where amendments have been recommended the Research Manager will contact the researcher to discuss the required changes and to seek an agreement on how they can be incorporated into the research.
• Once a study has been approved, an approval letter will be sent by the Research Governance Lead to the researcher with a copy to the Service Manager.
• If the panel decide to reject a proposal the researcher/line manager will be contacted and an explanation of the decision will be offered and assistance with modifying the existing proposal or developing a new proposal, where appropriate.

5. Publicising and monitoring approved research
• A summary of the proposed research will be published on the research pages of Staffordshire County Council Website
• On completion of the research a summary of the findings will put onto the website and where appropriate a copy of the full report will be disseminated via the appropriate forum.

9. Performance and Evaluation

The full panel will meet on a quarterly basis, regardless of whether there are any proposals to review, where feedback will be provided on the proposals that have been submitted to the governance over the previous quarter. The procedure will also be reviewed at these meetings on an annual basis.
REQUESTS FOR INFORMATION

(Subject Access Requests and Requests under FOIA)

Request relating to integrated service

Received via:
• A health or a social care professional
• Local Hospital, GP or Social Services office
• Online FOI enquiries

PCT

SC&H

Governance and Compliance Team at PCT (CXO)

PCT Information Governance Group

Caldicott Guardian

PCT Requests for Information procedures

SC&H DPA and FOI procedures

SC&H District Area Office x8 (Business Manager)

Caldicott Guardian

If a request solely relates to the information owned by the receiving organisation, the receiving organisation will provide the response.

Respond

Having obtained the requester's consent, the receiving organisation will transfer the request onto the other organisation, if a request substantially (lion’s share) relates to the information owned by the other organisation.

Transfer

If a request partially relates to the information owned by either organisation, an organisation owning the "lion’s share" will provide a response and the other organisation will co-operate in providing its part of the information, where it is available.

Co-operate

The requestor must be made aware that another organisation holds their data.

PART ONE: APPENDIX 5
REQUESTS FOR INFORMATION PROTOCOL
COMPLAINTS

Formal Complaint relating to integrated service

Respond

If a complaint solely relates to the services provided by the receiving organisation, the receiving organisation will deal with the complaint, in accordance with the Integrated Complaints Procedure.

Co-operate

Staffordshire and Shropshire Complaints Managers meetings

If a complaint partially relates to the information owned by either organisation, they will negotiate who would deal with the matter. Normally, an organisation owning the "lion’s share" will deal with a complaint whilst the other organisation will co-operate and provide support and information.

PCT

Hospital Complaints and PALs Teams

or (depending upon the nature of a complaint)

PCT (CXO) Complaints and PALs

SC&H

SC&H Complaints Team (SC&H Strategic Centre)

SC&H District Area Office x8 (Business Manager)

Part One: Appendix 6

Complaints Handling Flowchart
PART ONE: APPENDIX 7

PROTOCOL FOR ICT OPTIONS AND APPROACHES

In the development of individual Services Schedules, Staffordshire County Council and South Staffordshire PCT shall agree the approaches to be taken in respect of ICT systems, equipment, data and infrastructure.

The agreement will have regard for the service specifications and information sharing agreements developed for the integrated services and will primarily be based upon the key decisions regarding core system utilisation. The decisions regarding core system utilisation will be made on the basis of the following:

1. Staff will use an existing NHS core system and support.
2. Staff will use an existing County Council core system and support.
3. Staff will use a mix of core systems and support across NHS and County Council existing systems
4. A specific system and support arrangements will be procured or developed to service the integrated staff group.

The agreement will include (but not be restricted to) approaches to be taken in regard of:

- ICT Desktop equipment and peripherals (including printers, scanners etc.)
- Network infrastructures and capacity planning
- Server infrastructures
- Implications for telephony services
- E-mail hosting arrangements
- Internet, Intranet and Extranet provision
- Core system utilisation and effects
- System development requirements
- Software Licensing
- System reporting requirements
- System performance reporting and management
- ICT Training
- ICT support and maintenance responsibilities
- ICT forward planning implications
- ICT budgets
- ICT staffing implications
- Legacy data management and archiving
- Technical storage implications
- Communications to system users
PARTNERSHIP ARRANGEMENTS
UNDER SECTION 75 OF THE HEALTH SERVICE ACT 2006

SOUTH STAFFORDSHIRE PRIMARY CARE TRUST

and

STAFFORDSHIRE COUNTY COUNCIL

PART TWO: THE GOVERNANCE STRUCTURE
PART TWO: THE GOVERNANCE STRUCTURE

The Governance Structure Chart

1.1 The chart below sets out the Governance Structure which has been agreed by the Partners for the Partnership Arrangements:

- Cabinet Lead for Adults and Wellbeing
- Chairman of PCT
- Director of Adult Social Care
- PCT Chief Exec
- Director of Strategy and Performance (SCH)
- PCT Exec Director

Management Boards will oversee the management of one or more service schedules and will include:
- Finance and Performance
- HR and OD
- Policy and Practice
- Commissioning and Procurement
- Legal and Support Services

Programme and Project Boards will direct the time-limited effort to set up specific Integrated services and will then hand-over the on-going management of the services to a Management Board.
Structure Summary

1.2 The governance structure for the Partnership Arrangements is:

(1) the Section 75 Strategic Management Board ("the Strategic Management Board");

(2) the Section 75 Programme Board ("the Programme Board");

(3) the Section 75 Project Boards ("the Project Boards");

(4) the Section 75 Management Boards.

The Section 75 Strategic Management Board

1.3 The Partners have agreed that they will meet as a minimum on a quarterly basis to discuss the operation of the Partnership Arrangements and the provision of the Services and any expenditure incurred by either Partner. The Partners have given such group the name of the Section 75 Strategic Management Board ("the Strategic Management Board").

1.4 For the purposes of paragraph 1.3, the Partners have developed terms of reference for the Strategic Management Board as a guide to the initial functions and authority that either Partner is subject to for the purposes of this Agreement. The initial terms of reference and membership of the Strategic Management Board are set out in section 2 of this Part Two.

1.5 The role of the Strategic Management Board is to provide strategic direction and governance advice to the Programme Board, the Project Boards, and the Section 75 Management Boards.

The Section 75 Programme Board

1.6 The terms of reference and membership of the Programme Board are set out in section 3 of this Part Two. The powers and decisions of the Programme Board are not intended to be legally enforceable.

1.7 The Programme Board will commission a number of Projects and Project Boards necessary to develop integrated arrangements as directed by the Strategic Management Board.

1.8 The Programme Board will be a time-limited Board. The Programme Board will conduct its business in accordance with the principles of the Office of Government Commerce ‘Managing Successful Programmes’ methodology.
The Section 75 Project Boards

1.9 The Project Boards will be responsible for the delivery of capability as determined by the mandates provided by the Programme Board.

1.10 The Project Boards will conduct their business in accordance with the principles of the Office of Government Commerce PRINCE 2 methodology.

The Section 75 Management Boards

1.11 The Section 75 Management Boards will be established by the Section 75 Programme Board and membership of each Management Board will be decided at the point of establishment.

1.12 The terms of reference and membership of the Section 75 Management Boards are set out in section 4 of this Part Two.

1.13 The main responsibilities of the Section 75 Management Boards are to follow the terms of reference in order to endeavour to ensure that the Strategic Management Board achieves its aims and objectives.

2. THE SECTION 75 STRATEGIC MANAGEMENT BOARD - TERMS OF REFERENCE

Name

2.1 The Section 75 Strategic Management Board (“the Strategic Management Board”).

Aims of the Strategic Management Board

2.2 The aims of the Strategic Management Board are detailed below and where appropriate are subject to each Partner’s own due process being adhered to in order to place on the record the necessary delegation/approval to implement significant decisions of the Strategic Management Board.

(1) to agree the overall direction for the commissioning of integrated services and the development of health and social care services and health improving initiatives in the Area taking into account from time to time appropriate national, regional and individual partner guidance and statutory responsibilities;

(2) to ensure the implementation of the structure for the governance of the Partnership Arrangements;

(3) to provide a platform for the development of joint commissioning work with the voluntary sector and to facilitate the planning of services based on needs assessment and gap analysis;
(4) to develop a joined-up structure for the benefit of the Client Groups throughout the Area or with appropriate links with Staffordshire to avoid duplication of the management process.

Duties and Principal Functions of the Strategic Management Board

2.3 The duties of the Strategic Management Board are:

(1) to provide leadership and to co-ordinate the integration of health and social care services for all adult client groups with a focus on the overall strategic direction of the partnership arrangements having regard to the principles set out in section 4 of Part One of the Agreement;

(2) to provide strategic direction and governance advice to the Section 75 Programme Board and Section 75 Management Boards.

2.4 The Strategic Management Board will make decisions or recommendations on major issues relating to the provision of integrated services within the strategic and financial frameworks agreed by the Council’s Cabinet and the PCT Board. Decisions that fall outside this framework will need to be referred back to the Council’s Cabinet and the PCT Board.

Principal Functions of the Strategic Management Board

2.5 The Strategic Management Board’s principal functions are:

Service Planning, Management and Monitoring

(1) to drive forward the planning for the integration of services and to establish an annual programme of work with appropriate timescales for the future development of pooled budgets and the integration of services for the approval of the Partners;

(2) to make decisions in taking forward the integration of services which are based on the instructions received from each of the Partners;

(3) to oversee the use of Health Act Flexibilities between the Partners;

(4) to oversee the performance of the Partnership Arrangements in meeting the aims;

(5) where appropriate, to agree combined consultation protocols to achieve effective engagement with Client Groups and communities;

(6) to monitor performance of the Services, including the review of outcomes of external inspections;
(7) to produce an annual report of its actions to the Council’s Cabinet and the PCT Board which:

(a) outlines how the Strategic Management Board has discharged its delegated responsibilities;

(b) provides a commentary on future needs, commissioning intentions, performance of service providers, the financial position and quality of the Services.

Financial

(8) to share financial information relating to the Partnership Arrangements on an ongoing basis;

(9) to agree shared responses to budgetary pressures;

(10) to develop a joint understanding of budget setting processes within partner agencies;

(11) to optimise sources of funding;

Change Management

(12) to monitor and evaluate the impact of changes and the ongoing requirement for the Section 75 Programme Board;

(13) to review at least annually the terms of reference for the Strategic Management Board and related arrangements;

Reporting

(14) preparing and presenting minutes and reports to the Council’s Cabinet and the PCT Board;

Agenda Planning

(15) to have an overview of the Partners’ financial spend relating to the Partnership Arrangements;

(16) to have an overview of capacity within the Partnership Arrangements, highlighting any pressures;

(17) to consider any issues relating to potential grant funding;

(18) to receive and evaluate reports from the Programme Board and the Management Boards to discuss progress on priority issues;
(20) to consider any appropriate matter arising incidental to the Partnership Arrangements.

Membership

2.6 The Strategic Management Board will consist of:

(1) the Council’s Cabinet Lead for Adults and Wellbeing, the Director of Adult Social Care and the Director of Strategy and Performance (Social Care and Health (or their nominated representatives);

(2) the Chairman of the PCT, the Chief Executive of the PCT and an executive director of the PCT(or their nominated representatives).

2.7 Each member of the Strategic Management Board will have one (1) vote.

Chair

2.8 The Chair for the first year of the Partnership Arrangements will be elected by the members at the first meeting of the Strategic Management Board. The Chair of the Strategic Management Board shall rotate between the Partners on an annual basis.

Decision Making

2.9 Initially all decisions will be reached by agreement of those members present provided that each Partner is represented. Decisions will fall into one of the following three categories:

(1) decision agreed and confirmed by each member present that they are authorised to make such decision;

(2) decision agreed to be recommended for approval by the Council’s Cabinet and/or PCT Board;

(3) decision not agreed.

2.10 If the members fail to reach agreement on a decision, then the decision in question will not be implemented. However, any Partner will have the right to make representations about a decision they would like to the Council’s Cabinet or the PCT Board or any person or persons nominated by them to deal with the matter in question.

2.11 The Strategic Management Board will have the power to delegate its duties and responsibilities within its structure, provided that, such delegation is agreed and detailed in writing and takes into account the limitations of their own authorities. Initially, any such delegation will be identified in accordance with the Strategic Management Board’s terms and references.
Accountability

2.11 The Strategic Management Board is the lead planning group for the Partnership Arrangements and as such is not accountable to any other group or committee. However, through the existing schemes of delegation in the Council and the PCT, the Chief Officers will be accountable for any decisions taken by the Strategic Management Board. The Section 75 Programme Board and the Section 75 Management Boards will implement and give due regard to any recommendations or decisions taken by the Strategic Management Board.

2.12 The Strategic Management Board will meet a minimum of four (4) times a year. These meetings may be supplemented by special meetings called by the Strategic Management Board via the Chair, to address matters on which the Chair believes a consideration is necessary to ensure delivery of the aims and objectives of the Partnership Arrangements. Other members wishing to call a special meeting may do so by request to the Chair, provided such request is supported by at least four (4) other members.

2.13 Notice of all matters which are to be discussed at a meeting shall be by way of circulating the meeting agenda which must be received by members at least five (5) working days in advance of the meeting, together with any supporting documents. Those matters on which it is intended a decision is to be taken must be specifically referred to in the agenda. Consequently, matters which arise for discussion from Any Other Business (“AOB”) shall be deferred to the next meeting unless there is a clear and urgent need to deal with the matter without delay. Whether or not a matter falls into the heading of being a ‘clear and urgent matter’ shall be for those present at the Strategic Management Board on the day of the meeting to decide by consensus.

2.14 The Chair shall determine the content of the agenda. However any member may request, by ten (10) working days before a meeting, any item they wish to have on the agenda, in which case the issue will be dealt with on the agenda provided it is relevant and appropriate to the aims and objectives of the Partnership Arrangements. The agenda will contain an item in relation to the then current minutes of the Section 75 Programme Board and the Section 75 Management Boards. All other procedural requirements will apply, e.g. circulation of documentation etc.

2.15 Documents which are not circulated with the agenda may be circulated with shorter or no notice, with the agreement of the Chair. Decisions arising from this process shall not be taken unless the issue in question is identified as a clear and urgent matter.

2.16 The Chair shall be responsible for ensuring the smooth operation of meetings. The Chair’s decision over such matters shall be final.

2.17 For the avoidance of doubt, where a meeting is not quorate business may proceed but must be ratified by circulation of the minutes seeking approval.
Conflicts

2.18 Members with conflicts shall not take part in decision-making in compliance with prejudicial and non-prejudicial [guidance/rules/regulations].

2.19 The Chair will ensure that all decisions are recorded.

3. TERMS OF REFERENCE OF THE SECTION 75 PROGRAMME BOARD AND THE SECTION 75 PROJECT BOARDS

Responsibilities of the Section 75 Programme Board and the Section 75 Project Boards

3.1 The Programme Board will be established by the Strategic Management Board and will be responsible for:

(1) making recommendations to the Strategic Management Board regarding the vision for, development of and ongoing management arrangements for integrated services;

(2) defining the programme of change necessary to deliver the vision for integrated services agreed by the Strategic Management Board

(3) establishing the scope of the Individual Services and details of the Council's Functions and the PCT’s Functions to be included;

(4) initiating a programme of projects and associated governance arrangements that will deliver the agreed integrated arrangements;

(5) governing the programme and ensuring that the benefits anticipated from the change programme are appropriately managed;

(6) ensuring coherent working and communication between the Section 75 Project Boards;

(7) co-ordinating the activities of the Partners' integration leads across the Area ensuring a harmonised phasing of integration.

3.2 Section 75 Project Boards will be set-up in accordance with Prince2 principles following the receipt of a project mandate from the Programme Board. They will have responsibility for delivering the outputs agreed by the Programme Board and specifically:

(1) to develop the Business Case for the integrated service;

(2) to negotiate financial principles and agreement on contributions to pooled budget arrangements;
(3) to develop performance management, quality assurance and benefits realisation arrangements;

(4) to develop a business planning framework;

(5) to manage payroll and pension financial implications.

(6) to develop the governance arrangements around the Individual Services

(7) to facilitate legal input to the Partnership Arrangements

(8) to develop appropriate arrangements for the use and/or sharing of property, ICT and other assets;

(9) to develop a risk management framework in relation to the Partnership Arrangements;

(10) to assess risk and insurance implications in relation to the Partnership Arrangements

(11) to develop staffing protocols and manage staff transfers;

(12) to manage the impact or learning and development strategies and whole sector workforce plans;

(13) to manage payroll and pensions implications of the integration of Services;

(14) to establish appropriate strategy and policy frameworks for the integration of the Services;

(15) to assess and manage the impact of the integration of Services on practice standards;

(16) to develop district structures that are appropriate throughout the phases of integration of the Services;

(17) to work with the personalisation programme to develop appropriate business processes;

(18) to ensure clarity of market development responsibilities in new Partnership Arrangements;

(19) to manage the impact of the integration of services with regard to the registration and regulation of the services and service providers;

(20) to ensure appropriate support and shared services are available to the integrated service;
(21) to work with partner organisations to help manage the impact on shared and central service provision;

(22) to ensure that effective business continuity and disaster recovery arrangements exist for the integrated service arrangements.

4. TERMS OF REFERENCE OF THE SECTION 75 MANAGEMENT BOARDS

Section 75 Management Boards

4.1 The Section 75 Management Boards shall be established by the Section 75 Programme Board at the initiation of a Section 75 Project.

4.2 The Management Boards will be responsible for the delivery of one or more services contained within service schedules of the overarching Section 75 agreement and shall be responsible for:

(1) the finance and performance management of the service(s);

(2) the human resources management of the service(s);

(3) policy and practice management of the service(s);

(4) operational management of the service(s);

(5) commissioning and procurement management of the service(s);

(6) legal and support services management of the service(s).

(7) providing an annual report to the Strategic Management Board detailing performance of the integrated service/s for the preceding twelve (12) months.

Aim

4.3 The overall aim of the Section 75 Management Boards is to oversee the management of the Individual Services Schedules.

Objectives

4.4 The objectives of the Section 75 Management Boards are:

(1) to ensure that the benefits anticipated from the development of the integrated service(s) are, and continue to be, delivered;

(2) to manage the commissioning, procurement and contracting impacts of integration.
Responsibilities of the Section 75 Management Boards

4.4 The main responsibilities of the Section 75 Management Boards are:

(1) to follow the terms of reference so as to endeavour to ensure delivery of integration of the Services;

(2) to follow guidance, best practice and instruction issued from time to time by the Strategic Management Board (either directly or via delegation), together with guidance and best practice and instruction issued from time to time by the Department of Health in relation to the Partnership Arrangements.

(3) to manage the operational and financial performance of the integrated services in accordance with the arrangements set out in individual Services Schedules.

4.5 Without prejudice to paragraph 4.4, all Section 75 Management Boards will ensure that appropriate linkages are made between themselves. As a minimum each Section 75 Management Board will therefore ensure that its agenda/minutes are shared with the other Section 75 Management Boards and the Section 75 Programme Board.

Membership of the Section 75 Management Boards

4.6 Each Section 75 Management Board will have a Chair, Vice Chair and a nominated Secretary and/or a Minutes Secretary. Where an individual member of a Section 75 Management Board has agreed to be named for delivery of an action, that person accepts the organisation’s responsibility for endeavouring to deliver.
PARTNERSHIP ARRANGEMENTS
UNDER SECTION 75 OF THE HEALTH SERVICE ACT 2006

SOUTH STAFFORDSHIRE PRIMARY CARE TRUST

and

STAFFORDSHIRE COUNTY COUNCIL

PART THREE: THE SERVICES SCHEDULES