

DATED **2021**

**NHS OLDHAM CLINICAL
COMMISSIONING GROUP (1)**

AND

OLDHAM COUNCIL (2)

AND

**NORTHERN CARE ALLIANCE NHS (3)
GROUP (acting by Salford Royal NHS
Foundation Trust and Pennine Acute
Hospitals NHS Trust)**

AND

**PENNINE CARE NHS FOUNDATION (4)
TRUST**

**OLDHAM CARES
INTEGRATION AGREEMENT**

MILLS & REEVE

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- (G) The Northern Care Alliance NHS Group (the NCA) brings together staff and services from Salford Royal NHS Foundation Trust (SRFT) and The Pennine Acute Hospitals NHS Trust (PAT). This Agreement will be signed independently by PAT and SRFT, as the current statutory entities responsible for the NCA in scope services. It is anticipated that PAT will be dissolved by order of the Secretary of State for Health and Social Care in the forthcoming months (subject to approvals) and the PAT services acquired by SRFT. SRFT will remain as a statutory entity and it is anticipated that a formal change of name to The Northern Care Alliance (sic) will be executed at a later date.
- (H) Over the period of this Agreement, the Parties will work together positively and in good faith in accordance with the Integration Principles to achieve the Integration Objectives.
- (I) This Agreement is intended to work alongside other agreements and arrangements already in place and/or that are to be put in place in due course between the Parties and other system partners.
- (J) The Parties recognise that work is taking place at 'system' level by the Greater Manchester ICS, that the design of the ICS has not yet concluded and that future structures and governance arrangements adopted within Oldham will need to be consistent with the outcomes of the work.
- (K) The Parties further recognise publication of the Government's white paper "Integration and innovation: Working together to improve health and social care for all" and that the legislation proposals, if enacted, will likely result in the need to make some changes to this Agreement. The Parties agree to work together to ensure that this Agreement adheres to both the spirit and the letter of the new legislation once it comes into force.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The provisions of this Agreement are to be interpreted in accordance with Schedule 2 (Definitions and Interpretation).

2 STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 We each agree that:

- 2.1.1 each one of Us is a sovereign persons or organisations;

- 2.1.2 Oldham Cares is not a separate legal entity and as such is unable to take decisions separately from Us or bind Us;
 - 2.1.3 one or more of Us cannot 'overrule' any other of Us on any matter (although all of Us are obliged to comply with the terms of the Agreement);
 - 2.1.4 each one of Us will not be required to take any action pursuant to any provision of this Agreement that causes any one of Us to be in breach of Law or any regulatory obligation; and
 - 2.1.5 each one of Us will not be required to take any action pursuant to any provision of this Agreement that causes any one of Us to act in a way that is contrary to our interests.
- 2.2 This Agreement is not an NHS Contract pursuant to section 9 of the National Health Service Act 2006 and is intended to be legally binding.
- 2.3 We have agreed to work together to establish an improved financial, governance and contractual framework for the achievement of the Integration Objectives.
- 2.4 We recognise that achievement of the Integration Objectives will require strong relationships and the creation of an environment of trust, collaboration and innovation.
- 2.5 This Agreement sets out the key terms We have agreed with each other including the Integration Objectives and Integration Principles. This Agreement will supplement and operate in conjunction with:
- 2.5.1 the Services Contracts (see Section C for more details);
 - 2.5.2 the Section 75 Agreements; and
 - 2.5.3 any existing joint arrangements between any of Us.
- 2.6 This Agreement supplements and works alongside the Services Contracts as appropriate. In other words, this Agreement is the overarching agreement that sets out how We will work together in a collaborative and integrated way and the Service Contracts set out how We will provide the Services.
- 2.7 This Agreement is not intended to conflict with or and take does not take precedence over the terms of the Services Contracts unless expressly agreed by Us in writing.

- 2.8 Each of Us will perform Our respective obligations under Our respective Services Contract. We acknowledge that the overall quality of the Services will be determined by Our collective performance and We agree to work together as described more fully in Section B. Our plans for delivering the Services and improving care are set out in Section C and Our agreed financial mechanism is described in Section D.
- 2.9 The terms of this Agreement are set out in the following sections:
- 2.9.1 **SECTION A:** sets out the Integration Objectives and Integration Principles of this Agreement.
- 2.9.2 **SECTION B:** sets out each of Our roles under this Agreement, and the governance arrangements underpinning this Agreement.
- 2.9.3 **SECTION C:** sets out Our agreed arrangements relating to the Services Contracts for the delivery of the Services, ensuring improved coordination of care and greater collaboration between primary, community, acute and social care.
- 2.9.4 **SECTION D:** sets out how We manage Our performance, financial risk and benefit sharing mechanisms.
- 2.9.5 **SECTION E:** sets out the remaining contractual terms.

3 AUTHORISATIONS

Each of Us acknowledges and confirms that as at the date of this Agreement we have obtained all necessary authorisations to enter into this Agreement.

4 COMMENCEMENT AND TERM

- 4.1 This Agreement shall take effect on the Commencement Date and will continue for the Initial Term, unless it expires or is terminated earlier in accordance with the terms of this Agreement.
- 4.2 This Agreement shall expire automatically without notice at the end of the Initial Term unless, no later than 3 months before the end of the Initial Term, the Parties agree in writing that the term of the Agreement shall be extended for a further term to be agreed between the Parties (the “**Extended Term**”).

- 4.3 The Parties recognise publication of the Government’s white paper “Integration and innovation: Working together to improve health and social care for all” and that the legislation proposals, if enacted, will likely result in the need to make some changes to this Agreement. In the event that this Agreement is extended beyond the Initial Term the Parties agree to work together and agree appropriate variations where required (including changes to clauses 7.3 and 7.4 to address changes to the role of the Commissioners) to ensure that this Agreement adheres to both the spirit and the letter of the new legislation.

SECTION A: INTEGRATION OBJECTIVES AND PRINCIPLES

5 INTEGRATION OBJECTIVES

- 5.1 The overall vision for Oldham Cares is to move beyond excellent service commissioning and provision to integrated strategic design and planning for population health gain with a focus on social value – one firmly on population health management, a reduction in health inequalities and enabling people to live well at home.
- 5.2 The Integration Objectives agreed by Us are to deliver sustainable, effective and efficient Services with significant improvements over the Term. In particular We have agreed the following in respect of Oldham:
- 5.2.1 Tackling and reducing health inequalities;
 - 5.2.2 Transforming population health outcomes;
 - 5.2.3 Focusing on prevention and early intervention across all health and social care services, utilising links with partner agencies to reduce the dependence on commissioned services;
 - 5.2.4 Eliminating unwarranted variation in health and care;
 - 5.2.5 Connecting health and care - joining up secondary, community, primary and social care for all ages;
 - 5.2.6 Connecting all partner agencies more closely to each other and the communities they serve to help everyone thrive in life and work;
 - 5.2.7 Connecting health, care and the economy to improve economic wellbeing as well as discover, develop and deploy innovation at pace and scale; and

5.2.8 Achieving comprehensive system sustainability across health and social care for the long term.

(together these are the “**Integration Objectives**”)

5.3 We have agreed the Workstreams (set out in Schedule 3 (Workstreams)) in order to facilitate achievement of the Integration Objectives. As part of the work to develop each Workstream we will establish specific objectives and activity plans for each Workstream that will help to deliver the Integration Objectives and will drive forward both health and care recovery and transformation.

5.4 We agree that the Workstreams may evolve over time as Oldham Cares progresses.

5.5 We acknowledge that primary care will play an integral role in delivery of the Integration Objectives. We agree to work collectively and fully engage with primary care (who, at the Commencement Date, are Affiliate Members of Oldham Cares) in order to determine how primary care would best be able to interface with Oldham Cares and contribute to the achievement of the Integration Objectives in accordance with a process to be agreed between Us as appropriate.

5.6 We acknowledge and accept that whilst the System Board is unable in law to bind any Party it will set ambition, strategy and outcomes for the system with the aim of reaching consensus among the Parties. The provisions of this Agreement do not affect the autonomy of any Party or prevent any Party from making decisions that bind that Party.

5.7 We acknowledge that, with the exception of the Reserved Matters listed at clause 9, We will have to make decisions together in order for Us to work effectively and We will work together on a Best for Oldham basis in order to achieve the Integration Objectives.

6 INTEGRATION PRINCIPLES

6.1 In consideration of the mutual benefits and obligations under this Agreement, We will work together to perform the obligations set out in this Agreement and, in particular, to achieve the Integration Objectives, acting in accordance with the Integration Principles.

6.2 The Integration Principles are that the We will work together in good faith and, unless the provisions in this Agreement state otherwise, the We will:

6.2.1 in relation to shared vision and delivery of outcomes:

- (i) commit to the delivery of system outcomes in terms of clinical matters, user experience and resource allocation;
- (ii) subject to the terms of the Financial Mechanism in Schedule 6, the Full Members will develop and participate in the risk reward scheme where We all share in savings generated;
- (iii) using a strengths based approach wherever possible, commit to delivering the best possible care and outcomes for the whole Population, which promotes prevention and early intervention across all health and care services;
- (iv) include the Population in the development of the shared vision with the aim of empowering communities so that they are truly able to co-produce with partner agencies;
- (v) adopt an uncompromising commitment to trust, honesty, collaboration, innovation and mutual support; and
- (vi) always demonstrate that the best interests of people resident in Oldham, and not organisational interests, are at the heart of the activities undertaken under this Agreement, the Services Contracts and Section 75 Agreements,

6.2.2 in relation to working together:

- (i) commit to work together and to make system decisions on a Best for Oldham basis;
- (ii) work collaboratively with each other and co-produce with others including the people of Oldham but especially Service Users, families and carers, in designing and delivering the Service; and
- (iii) establish an integrated collaborative team environment to encourage open, honest and efficient sharing of information, subject to Competition Law compliance; and
- (iv) adopt collective ownership of risk and reward, including identifying, managing and mitigating all risks in performing our respective obligations in this Agreement,

6.2.3 in relation to decision making:

- (i) take responsibility to make unanimous decisions on a Best for Oldham basis;

(together these are the “**Integration Principles**”).

6.3 Over the life of Oldham Cares, the actual provision of Services will alter on the basis of the most effective utilisation of staff, premises and other resources (in terms of cost and quality) and whilst there will be co-operation as to the service design this will not restrict any Parties’ statutory obligations including, for example, obligations under Procurement Law or Competition Law as may be in force.

SECTION B: RESPONSIBILITIES AND GOVERNANCE

7 RESPONSIBILITIES OF THE PARTIES

7.1 Categories of membership

7.1.1 We have identified certain categories of membership of Oldham Cares and consequently We are divided into the following categories:

- (i) Full Member;
- (ii) Associate Member; and
- (iii) any other categories agreed between Us (e.g., Affiliate Members) as are described in Schedule 11 (Rights and Obligations Members) to this Agreement.

7.1.2 As at the date of this Agreement, We have agreed the following categorisation across Us:

Party	Full Member	Associate Member
The CCG	X	
The Council	X	
The NCA (comprised of SRFT and PAH)	X	
PCFT	X	

7.1.3 The roles and responsibilities of the Full Members and Associate Members are as described in Schedule 11 (Rights and Obligations of Members) to this Agreement. Schedule 11 also sets out Our obligations to consider the inclusion of other organisations as part of Oldham Cares, which should be read in conjunction with the roles and responsibilities that apply to all categories of Parties as described in this Agreement.

7.1.4 We have agreed the categorisation referred to in Clause 7.1.2 as at the Commencement Date on the basis of Our expectations of delivery of the Integration Objectives. We recognise that it is possible that the categorisation may need to change over time and that some of the Parties may wish/need to move from one category of membership to another. Should those circumstances arise, the Party wishing/needing to move categories shall give as much notice as possible to the other Parties together with full reasons as to why a change of membership category is desired and/or required. We commit to considering such requests and will act transparently and in good faith in such circumstances recognising the significant implications for Oldham Cares that may flow from such a decision.

7.1.5 Any additions to or removal from the list of Parties set out in Clause 7.1.2 (and as such the addition of a member or removal of a Party from this Agreement) will be subject to the approval of the Full Members (excluding any Full Member being removed) acting unanimously and in accordance with the Integration Objectives and the procedure set out in Clause 19 (Admitting New Parties) in the case of the inclusion of additional members and Clause 18 (Rectification, Exit and Termination) in the case of the withdrawal of a Party.

7.2 Our obligations

7.2.1 Each Party acknowledges and agrees that, subject always to the provisions of its Services Contract, it will deliver the Services and perform its obligations in respect of its Services Contract and this Agreement:

- (i) in compliance with Law, Guidance and good practice;
- (ii) in accordance with the NHS Constitution and national and local government constitutional standards; and

- (iii) in such a manner as to ensure the other Parties can comply with their obligations under their respective Services Contracts insofar as those obligations relate to, depend on, or may be affected by, the Party's performance of its obligations under this Agreement and its Services Contract.

7.2.2 We each acknowledge that We must not do anything or refrain or delay from doing anything that would put any other Party in breach of their Services Contract.

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

7.3 Commissioners' obligations and roles

7.3.1 Each Commissioner will:

- (i) help to establish an environment that encourages collaboration between the Providers where permissible;
- (ii) provide clear system leadership to the Providers, clearly articulating health, care and support outcomes for the Providers, performance standards, scope of services and technical requirements;
- (iii) support the Providers in developing links to other relevant services;
- (iv) comply with their statutory duties;
- (v) seek to commission the Services in an integrated, effective and streamlined way with a focus on outcomes, to meet the Integration Objectives; and
- (vi) work collaboratively with, Service Users and their families/carers, the wider Population and the Providers to develop the Oldham Cares approach in accordance with this Agreement.

7.4 Providers' obligations and roles

7.4.1 Each Provider will:

- (i) act collaboratively and in good faith with each other in accordance with the Law and Good Practice to achieve the Integration Objectives, having at all times regard to the best interests of the population of Oldham;
- (ii) co-operate fully and liaise appropriately with each other Provider in order to ensure a co-ordinated approach to promoting the quality of patient care across the Services and so as to achieve continuity in the provision of services that avoids inconvenience to, or risk to the health and safety of Service Users, employees of the Providers or members of the public; and
- (iii) through high performance and collaboration, unlock and generate enhanced innovation and better outcomes and value for the population of Oldham in line with the Integration Objectives.

7.4.2 Each Provider acknowledges and confirms that:

- (i) it remains responsible for performing its obligations and functions for delivery of services to the relevant Commissioner in accordance with its Services Contracts;
- (ii) it will be separately and solely liable to the relevant Commissioner (as applicable) under its own Services Contracts;
- (iii) it remains responsible for its own compliance with all relevant regulatory requirements and remains accountable to its Board/Cabinet and all applicable regulatory bodies; and
- (iv) it will work collaboratively with the Commissioners, the other Providers and any other relevant organisations to develop the Oldham Cares approach in accordance with this Agreement.

7.4.3 Each of the Providers will during the Term:

- (i) subject to the provisions of this Agreement, promptly provide to any one of the Commissioners, and to any other person involved in the performance and achievement of the Integration Objectives, such

information about the Services and such cooperation and access as the Commissioners reasonably require from time to time in connection with the Integration Objectives, provided that if the provision of such information, co-operation or access amounts to a Variation, then the Variation Procedure will apply;

- (ii) identify and obtain all consents necessary for the fulfilment of its obligations under the Services Contracts; and
- (iii) comply with any reasonable instructions and guidelines issued by the Commissioners from time to time provided that such compliance does not amount to a Variation in which case the Variation Procedure will apply,

in each case to the extent that such action does not cause a Party to be in breach of any Law.

8 GOVERNANCE

8.1 The Parties must communicate with each other and all relevant staff in a clear, direct and timely manner. In addition to the Parties' own Boards / Cabinet / Governing Body (as applicable), which shall remain accountable for the exercise of each of the Parties' respective functions, and the Oldham Health and Wellbeing Board, the governance structure will comprise:

8.1.1 the Oldham Health and Care System Board (referred to herein as System Board); and

8.1.2 the Oldham Integrated Delivery Board (referred to herein as Delivery Board).

8.2 The diagram in Schedule 4 (Governance) sets out the governance structure and the links between the various groups including the Oldham Health and Wellbeing Board, in more detail.

8.3 Oldham Health and Care System Board

8.3.1 We all agree to establish the System Board. For the avoidance of doubt the System Board will not be a committee of any Party or any combination of Parties.

- 8.3.2 The System Board will not make decisions binding upon the Council until it is legally permissible to do so either by creation of a joint committee, a committee in common or any new statutory arrangement.
- 8.3.3 The System Board is the group responsible for leading the Parties under this Agreement and is accountable to each of the Parties.
- 8.3.4 The System Board will hold to account the Delivery Board. It will have other duties and the authority and accountability defined in its Terms of Reference.
- 8.3.5 The terms of reference for the System Board will be substantially in the form as set out in Schedule 4 PART 1 - (Oldham Health and Care System Board – Terms of Reference) and are subject to ongoing review.

8.4 Oldham Integrated Delivery Board

- 8.4.1 We agree to establish the Oldham Integrated Delivery Board (Delivery Board) which will be responsible for managing the implementation of decisions made by the System Board and the delivery of the Services. For the avoidance of doubt the System Board will not be a committee of any Party or any combination of Parties.
- 8.4.2 The Delivery Board will not make decisions binding upon the Council until it is legally permissible to do so either by creation of a joint committee, a committee in common or any new statutory arrangement.
- 8.4.3 The terms of reference for the Delivery Board will be substantially in the form as set out in Schedule 4 PART 2 - (Oldham Integrated Delivery Board – Terms of Reference) and are subject to ongoing review.

9 **RESERVED MATTERS**

- 9.1 We acknowledge that each of the Commissioners is required to comply with various statutory duties as commissioners. Therefore, notwithstanding any other provision of this Agreement or any Services Contract, each of the Commissioners must be free to determine the following matters as they see fit. Each of the Commissioners will strive to achieve a consensus and an alignment amongst Us, but We recognise that, ultimately, each of the Commissioners must be free to determine the following "**Reserved Matters**":

- 9.1.1 any Mandatory Variation required to be implemented by the Commissioners;
 - 9.1.2 any matter upon which the Commissioners may be required to submit to public consultation or in relation to which the Commissioners may be required to respond to or liaise with a Local Healthwatch organisation;
 - 9.1.3 any decision of the Commissioners to exercise its rights in relation to clause 17 (Force Majeure);
 - 9.1.4 any steps taken by the Commissioners pursuant to clause 18 (Rectification, Exit and Termination);
 - 9.1.5 any steps taken by the Commissioners in relation to clause 22 (Transfer to Third Parties);
 - 9.1.6 any matter which requires the Commissioners to invest further monies in respect of the Services, or under the Services Contracts or under this Agreement; and
 - 9.1.7 any decision which would impact on the statutory functions and duties of the Commissioners.
- 9.2 We agree that:
- 9.2.1 the Reserved Matters are limited to the express terms of clause 9.1;
 - 9.2.2 the Reserved Matters will not be exercised so as to require a Provider to breach any regulatory obligations (including for any Provider that is an NHS Foundation Trust the terms of its NHS Provider Licence or for any Provider any directions issued pursuant to direction 6(c) of the National Health Service Trust Development Authority Directions and Revocations and the Revocation of the Imperial College Healthcare National Health Service Trust Directions 2016) or to breach any legislative requirements including the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010;
 - 9.2.3 the System Board may not make a final decision on any of the matters set out in clause 9.1.1 and 9.1.2 which are reserved for determination by the Commissioners only;

- 9.2.4 where exercising a Reserved Matter under clause 9.1.3 to 9.1.6 and subject to any need for urgency because to act otherwise would result in the Commissioners breaching their statutory obligations, the Commissioners will first consult with the System Board in respect of its proposed exercise of a Reserved Matter;
- 9.2.5 should the need arise, a Commissioner will give a written notice to the System Board that it is exercising a Reserved Matter; and
- 9.2.6 if a decision in respect of any Reserved Matter is notified to the System Board, We will implement that decision as if it were a decision of the System Board.

10 TRANSPARENCY

- 10.1 We will provide to each other and to the System Board and Delivery Board, as appropriate, all information that is reasonably required in order to achieve the Integration Objectives and to design and implement any agreed changes to the ways in which the Services are delivered (and where the Services are delivered from).
- 10.2 We will comply with any applicable Competition Law where these are relevant to Us. We will therefore make sure that We share information, and in particular Commercially Sensitive Information, in such a way that is compliant with Competition Law and, accordingly, the System Board and the Delivery Board will ensure that the exchange of Commercially Sensitive Information will be restricted to circumstances where:
- 10.2.1 it is essential;
- 10.2.2 it is not exchanged more widely than necessary;
- 10.2.3 it is subject to suitable non-disclosure or confidentiality agreements which include a requirement for the recipient to destroy or return it on request or on termination of this Agreement;
- 10.2.4 it may not be used other than in pursuit of the Integration Objectives,
- and no Provider will be required to disclose to any other Provider any Competition Sensitive Information.
- 10.3 We acknowledge that it is for each Provider to decide whether information is Competition Sensitive Information but We recognise that it is normally considered to

include any internal commercial information which, if it is shared between Providers, would allow the Providers to forecast or coordinate commercial strategy or behaviour in any market.

- 10.4 In order to perform the terms of the Financial Mechanism in Schedule 6, We will ensure that We each provide the Delivery Board with all financial cost resourcing, activity or other information as may be required so that the Delivery Board can assure the System Board that the Integration Objectives, in particular those of a financial nature, are being satisfied.
- 10.5 We will make sure the Delivery Board establishes appropriate information barriers between and within the Providers if this is considered relevant so as to ensure that Competition Sensitive Information and Confidential Information are only available to those Providers who need to see it for the purposes of this Agreement and for no other purpose whatsoever so We do not breach Competition Law.
- 10.6 It is accepted by Us that the involvement of the Providers in this Agreement may give rise to situations where information will be generated and made available to the Providers, which could give any of the Providers an unfair advantage in competitions which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one Provider with a commercial advantage over a separate Provider). The Providers therefore recognise the need to manage the information referred to in this Clause 10.6 in a way which maximises their opportunity to take part in competitions operated by the Commissioners by putting in place appropriate procedures, such as appropriate non-disclosure or confidentiality agreements in advance of the disclosure of information.
- 10.7 Any Provider will have the opportunity to demonstrate to the reasonable satisfaction of the Commissioners in relation to any competitive procurements that the information it has acquired as a result of its participation in Oldham Cares, other than as a result of a breach of this Agreement, does not preclude the Commissioners from running a fair competitive procurement in accordance with the Commissioners' legal obligations.
- 10.8 Notwithstanding clause 10.7, the Commissioners reserve their rights to take such measures as they consider necessary in relation to such competitive procurements in order to comply with their obligations under Procurement Law) including, but not limited to, excluding any potential bidder from the competitive procurement in accordance with the laws governing that competitive procurement.

- 10.9 The Parties acknowledge that legislative proposals, if enacted, will likely result in changes to Competition Law and Procurement Law and as such clauses 10.1 to 10.9 may need to be amended to reflect these changes.
- 10.10 Nothing in this Agreement will absolve any of the Providers from their obligations under each Service Contract, particularly in relation to ensuring that the Services are provided in accordance with the requirements of the relevant Service Contract.
- 10.11 Where there are any Patient Safety Incidents or Information Governance Breaches relating to the Services the Providers will ensure that they each comply with their individual Service Contract and, where required by the Commissioners, work collectively and share all relevant information to that Patient Safety Incident or Information Governance Breach (or other similar issue) for the purposes of any investigations and/or remedial plans to be put in place, as well as for the purposes of learning lessons in order to avoid such Patient Safety Incident or Information Governance Breach in the future.
- 10.12 Without prejudice to any obligations in the Services Contracts, including but not limited to the national requirements and operational process reporting of Serious Incidents, the Providers must notify the Delivery Board of any Serious Incident that has arisen in connection with the relevant Provider's involvement in providing the Services set out in the Service Contract without delay and the Delivery Board will report this to the System Board as needed and by exception.

SECTION C: SERVICES CONTRACTS AND COORDINATION OF THE SERVICES

11 SERVICES CONTRACTS

- 11.1 Each of Us must perform Our respective obligations under, and observe the provisions of, any Services Contract to which any of Us is a party.
- 11.2 Nothing in this Agreement relaxes or waives any of Our obligations pursuant to any Services Contract to which any of Us is a party. As stated in clause 5.6, We acknowledge and accept that the System Board may decide that activity is shifted and that service specifications under the respective Services Contracts are varied in order to achieve the Integration Objectives. We acknowledge that agreement of the other party will be required to any variation to the Services Contracts. Any proposed variation will therefore be considered by the System Board and where a proposed variation is agreed in principle by the System Board, the adoption of any variation will be subject

to the agreement of the relevant parties to the Services Contract. Nothing in this clause 11.2 will require Us to do anything (or omit to do anything) that breaches any Services Contract or any Law.

- 11.3 Save as set out in clause 16 (Liability and Indemnity) each Provider will be responsible for the acts, omissions, defaults or negligence of its directors, officers, employees and agents in respect of its obligations under the Services Contracts as fully as if they were acts, omissions, defaults or negligence of itself.
- 11.4 Where any Provider has any other contract for services with any of the Commissioners, the Provider concerned will ensure that there is no duplicated recovery of charges for the same service or resource, nor is any activity moved between contracts to provide a financial advantage to that Provider.
- 11.5 Subject to the provisions of clause 13 (Intellectual Property Rights), clause 14 (Confidentiality, Freedom of Information and Information Governance) and clause 15 (Variation Procedure) and any associated Schedules, We must during the Term promptly notify each other of any modification, upgrade, improvement, enhancement or development to the Services, or which could be applied to the Services, in each case on a Best for Oldham basis.

SECTION D: PERFORMANCE MANAGEMENT, FINANCIAL RISK AND BENEFIT SHARING

12 KEY PERFORMANCE INDICATORS AND FINANCIAL MECHANISM

- 12.1 We agree that the provisions of Schedule 5 (Outcomes: Monitoring and Measuring) will apply to the performance and monitoring of the Services.
- 12.2 We agree that the provisions of Schedule 6 (Financial Mechanism) will apply to all Full Members. The Financial Mechanism contained in Schedule 6 are subject to further development and agreement by the Full Members and as such may be updated from time to time.

SECTION E: REMAINING CLAUSES

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 Our existing Intellectual Property

- 13.1.1 Each of Us has Our own existing Intellectual Property and We have agreed that We will be able to protect Our respective existing Intellectual Property as set out in this Agreement.
- 13.1.2 We also agree that, in the interests of achieving the Integration Objectives, We should share Our own existing Intellectual Property but, except as set out in this clause 13, none of Us will acquire the Intellectual Property of any other Party to this Agreement.
- 13.1.3 Each Provider grants each Commissioner and each of the other Providers a fully paid up non-exclusive licence to use its existing Intellectual Property for the purposes of the exercise of the Commissioners' functions and obtaining the full benefit and utilisation of the Services under this Agreement and/or the fulfilment of the Providers' obligations under this Agreement.
- 13.1.4 The Commissioners grant the Providers a fully paid up nonexclusive licence to use the Commissioner's Intellectual Property under this Agreement for the sole purpose of providing the Services pursuant to this Agreement.
- 13.1.5 In the event that any Provider at any time devises, discovers or acquires rights in any Improvement it must:
- (i) promptly notify the owner of the Intellectual Property to which that Improvement relates, giving full details of the Improvement and whatever information or explanations as the rest of Us may reasonably require to be able to use the Improvement effectively; and
 - (ii) assign to the owner of the Intellectual Property to which that Improvement relates all rights and title in any such Improvement without charge.
- 13.1.6 We agree that any Improvement as described in clause 13.1.5 will be treated as New Intellectual Property and therefore be dealt with in accordance with clause 13.2.

13.2 New Intellectual Property

13.2.1 If any of Us creates any Intellectual Property during the Term that is related to the subject matter of this Agreement, the Party which creates the Intellectual Property will retain full title guarantee, title to and all rights and interest in the Intellectual Property so created.

13.2.2 The Party which creates any Intellectual Property will grant to each of Us a fully paid up non-exclusive licence to use the Intellectual Property for the purposes of the fulfilment of the other Parties' obligations and the development and delivery of the arrangements under this Agreement under this Agreement.

14 CONFIDENTIALITY, FREEDOM OF INFORMATION AND INFORMATION GOVERNANCE

14.1 We agree that We will comply with the Data Protection Legislation and that nothing in this Agreement will require us to breach the Data Protection Legislation. We agree that we will cooperate with one another regarding compliance with the Data Protection Legislation, in particular with regard to communications with Service Users.

14.2 We agree that We will comply with Schedule 7 (Confidential Information of the Parties) and Schedule 8 (Freedom of Information and Transparency).

14.3 Before we exchange any Confidential Information or personal data, We will enter into appropriate data sharing agreements.

15 PERSONNEL

15.1 We agree that We will each have responsibility for Our own staff and that, where internal reorganisation or redeployment of staff is needed, We will be individually responsible for any costs of that reorganisation or redeployment.

15.2 We do not expect staff to transfer from one Party to another as a result of TUPE but where that does happen then:

15.2.1 in respect of staff that deliver the Services, the provisions that deal with a transfer of staff as a result of TUPE contained in the relevant Services Contract will apply; and

15.2.2 in respect of staff that manage activities pursuant to this Agreement, each of Us commits to each of the others that We will, in order to fulfil the

Integration Objectives and in accordance with the Integration Principles, cooperate and negotiate, acting reasonably and in good faith, to determine and agree how all financial, operational, legal and other consequences of such staff transfers are shared between Us.

16 LIABILITY AND INDEMNITY

- 16.1 In the majority of cases, Our respective responsibilities and liabilities will be allocated under Our respective Services Contracts.
- 16.2 Where responsibilities and liabilities arise that are not included within the provisions of any Services Contract, We agree that, in relation to the matters set out in this Agreement, We will have no liability to each other in respect of any losses, liabilities, damages, costs, fees and expenses (howsoever caused or arising) except as set out in this clause 16 and clause 18 (Rectification, Exit and Termination).
- 16.3 Any one of Us may bring a claim against any other of Us in respect of or arising from any loss or damage suffered from breach of the provisions of clause 13 (Intellectual Property Rights) and clause 14 (Confidentiality, Freedom of Information and Information Governance).
- 16.4 Each Provider agrees to ensure that it will, at all times, have in place adequate indemnity arrangements (either in the form of insurance policies, NHS Litigation Authority indemnity schemes, or otherwise) for the purposes of the Services that it is providing at any relevant time, and will provide details of the same to the Commissioners in accordance with the terms of the relevant Service Contract.
- 16.5 Each Provider is responsible for ensuring their regulatory compliance of the Services that they provide. Each Provider will deal directly with the relevant regulatory body in relation to the Services performed by that Provider organisation and it is not intended that there will be any collective responsibility or liability for any regulatory breaches or enforcement actions.

17 FORCE MAJEURE

- 17.1 Sometimes certain events outside of Our reasonable control (an "**Event of Force Majeure**") might prevent one or more of Us (each being an "**Affected Party**") from complying with Our respective obligations under this Agreement.

- 17.2 Many of Our Services Contracts will include provisions that dictate what happens if there is an Event of Force Majeure. If an applicable Services Contract dictates what happens if there is an Event of Force Majeure then We will comply with Our obligations under the Services Contract and will do everything We reasonably can to make sure that the Event of Force Majeure does not have a material adverse effect on the overall Services and this Agreement. If the applicable Services Contract does not dictate what happens if there is an Event of Force Majeure then those of Us affected must comply with clauses 17.3 to 17.7 (inclusive).
- 17.3 If an Event of Force Majeure occurs, the Affected Party must:
- 17.3.1 take all reasonable steps to mitigate the consequences of that event;
 - 17.3.2 resume performance of its obligations as soon as practicable; and
 - 17.3.3 use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.
- 17.4 The Affected Party must send an initial written notice to each of Us immediately when it becomes aware of the Event of Force Majeure. This initial notice must give sufficient detail to identify the Event of Force Majeure and its likely impact. The Affected Party must then serve a more detailed written notice within a further 5 Business Days. This more detailed notice must contain all relevant information as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome the event and resume full delivery of its obligations under this Agreement.
- 17.5 If it has complied with its obligations under clauses 17.1 to 17.4 (*Force Majeure*), the Affected Party will be relieved from liability under this Agreement if and to the extent that it is not able to perform its obligations under this Agreement due to the Event of Force Majeure.
- 17.6 Effect of an Event of Force Majeure
- 17.6.1 We must at all times following the occurrence of an Event of Force Majeure use all reasonable endeavours to prevent and mitigate the effects of an Event of Force Majeure. We must at all times whilst an Event of Force Majeure is subsisting take steps to overcome or minimise the consequences of the Event of Force Majeure and facilitate the continued performance of this Agreement.

17.6.2 None of Us will be entitled to bring a claim for breach of obligations under this Agreement by another of Us or incur any liability to another of Us for any losses or damages incurred by that other Party to the extent that an Event of Force Majeure occurs and the Affected Party is prevented from carrying out obligations by that Event of Force Majeure.

17.6.3 In the event that a Party reasonably believes that the effects of the Event of Force Majeure will make it impossible for this Agreement to continue, that Party may serve notice of this on the System Board in order that the System Board can consider whether this Agreement should terminate in accordance with clause 18.10.

17.7 Cessation of Event of Force Majeure

17.7.1 The Affected Party must notify each of Us as soon as practicable after the Event of Force Majeure ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement will continue to be performed on the terms existing immediately prior to the occurrence of the Event of Force Majeure.

17.8 Covid-19 pandemic

17.8.1 We acknowledge and agree that as at the Commencement Date there is a declared Covid-19 pandemic which is an Event of Force Majeure and We shall comply with Our obligations under Clause 17.6.1 and:

- (i) consult with each other in good faith;
- (ii) use all reasonable endeavours to agree appropriate steps to mitigate the effects of the Covid-19 pandemic; and
- (iii) seek to facilitate the continued performance of the Agreement.

without any prior notice having to be served under Clause 17.4.

18 RECTIFICATION, EXIT AND TERMINATION

18.1 This clause 18 sets out the circumstances in which one or more of Us may exit this Agreement (whether by being excluded by the other Parties or by excluding Ourselves) as a result of. These circumstances include:

- 18.1.1 Wilful Default as more fully described in clause 18.3;
 - 18.1.2 the termination or transfer of all of a Provider's Services Contracts in respect of the Population as more fully described in clause 18.6.1(i)
 - 18.1.3 an event of Insolvency affecting one of Us as more fully described in clause 18.6.1(ii); or
 - 18.1.4 a Provider serving notice in writing on each of the Parties as more fully described in clause 18.6.2.
- 18.2 In cases where a default can be remedied then the Defaulting Party will be given the opportunity to rectify the problem as set out in clauses 18.4 to 18.5.

18.3 Wilful Default

18.3.1 In this Agreement the phrase "**Wilful Default**" means that a Party has committed one of the following acts or omissions. The Party committing the act is called the "**Defaulting Party**". The acts or omissions are:

- (i) an intentional or reckless act or omission by the Defaulting Party or any of its officers or representatives appointed to the System Board or Delivery Board which that Defaulting Party or any of its officers or representatives appointed to the System Board or Delivery Board knew or ought reasonably to have known:
 - (A) was likely to have harmful consequences for Oldham Cares, one or more of Us other Parties, or the Service Users; or
 - (B) was a breach of an Integration Principle;
- (ii) an intentional or reckless act or omission by the Defaulting Party or any of its officers or representatives appointed to the System Board or Delivery Board without regard to the possible harmful consequences arising out of the act or omission;
- (iii) an intentional failure by the Defaulting Party or any of its officers or representatives appointed to the System Board or Delivery Board to act in good faith as required under this Agreement;
- (iv) a repudiation of this Agreement by the Defaulting Party;

- (v) a failure by the Defaulting Party to honour an indemnity provided under this Agreement;
- (vi) a failure by the Defaulting Party to pay moneys due under this Agreement within 14 Business Days of being directed to do so in writing by the System Board;
- (vii) a fraudulent act or omission by the Defaulting Party or any of its officers or representatives appointed to the System Board or Delivery Board;
- (viii) an intentional failure of, or refusal by, the Defaulting Party, to effect and maintain appropriate insurance policy or Indemnity Arrangement which it is obliged to effect and maintain under a Services Contract, this Agreement or at law; or
- (ix) an intentional or reckless breach of a confidentiality obligation, or other obligation, in provisions relating to confidentiality in this Agreement or in a Services Contract although this does not mean any innocent or negligent act, omission or mistake the Defaulting Party or any of its officers, employees or agents acting if in good faith.

18.4 Opportunity to Rectify Default

18.4.1 If at any time a Party considers that one of Us is in Wilful Default, then that Party may call a meeting of the System Board (a “**Rectification Meeting**”). Any meeting called under this clause will be conducted in accordance with Schedule 4 (Oldham Health and Care System Board – Terms of Reference). We all agree that We will be represented at all Rectification Meetings.

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

18.4.3 If by the end of the Rectification Meeting all Parties other than the Defaulting Party consider that an action needs to be taken to rectify the default then all Parties other than the Defaulting Party may together issue a Rectification Notice setting out the actions or directions that the Defaulting Party will take. All Parties other than the Defaulting Party will always make sure that any actions or directions given under a Rectification Notice are given for Best for Oldham reasons. We all agree that, if any one of Us is the Defaulting Party, We will carry out the actions or directions given under the Rectification Notice.

18.5 Further Rectification or Exclusion

18.5.1 If the Defaulting Party fails to properly carry out the actions or directions set out under a Rectification Notice then any of the Parties except the Defaulting Party may call a further meeting in the same way as set out in clause 18.4. Any meeting called under this clause 18.5.1 will be conducted in accordance with Schedule 4 (Oldham Health and Care System Board – Terms of Reference). If by the end of that further Rectification Meeting all the Parties except the Defaulting Party are still concerned that the Defaulting Party remains or is likely to remain in default then all the Parties except the Defaulting Party together may issue a further Rectification Notice or, if the Full Members (except the Defaulting Party) all agree then the Full Members may issue an Exclusion Notice to the Defaulting Party. We all agree that, if any one of Us is the Defaulting Party, We will abide by the provisions of the Rectification Notice or the Exclusion Notice.

18.6 Additional Grounds for Exclusion and/or Exit

18.6.1 The Commissioners may serve an Exclusion Notice on a Provider at any time:

- (i) if all of the Provider's Services Contract in respect of the Population are terminated or transferred to another provider for any reason, such that the Provider no longer provides Services for the people of Oldham; or
- (ii) if that Provider is subject to an act of Insolvency

18.6.2 Where a Provider wishes to exit this Agreement by excluding themselves pursuant to clause 18.1.4, We acknowledge that such exit will only take effect if the Party(s) wishing to exit has served written notice of the intention to exit on the other Parties at least 12 months prior to the relevant exit date.

18.7 Consequences of Exclusion or Termination

18.7.1 Where a Provider is excluded from, or exits, this Agreement:

- (i) because the Provider's Services Contracts are terminated by the relevant Commissioner without cause; or
- (ii) because the Provider's Services Contracts are terminated by the Provider following a breach or default of the Services Contracts on the part of the relevant Commissioner,

and, as a consequence of such termination, that Provider suffers loss, expense or damage then subject to that Provider making reasonable efforts to mitigate its losses:

- (iii) where clause 18.7.1(i) applies, the relevant Commissioner will indemnify the Provider in respect of such loss, expense or damage; or
- (iv) where clause 18.7.1(ii) applies, the Commissioner in breach or default will indemnify the Provider in respect of such loss, expense or damage.

18.7.2 Any amounts due in respect of such costs under clause 18.7.1 will be due and payable when actually incurred by the respective Provider.

18.7.3 Where a Provider is excluded from this Agreement:

- (i) as a result of Insolvency (pursuant to clause 18.6.1(ii)); or
- (ii) as a result of Wilful Default (pursuant to clause 18.5.1); or
- (iii) as a result of the Provider's Services Contracts having been terminated by the relevant Commissioner following a breach or default on the part of the relevant Provider; or

- (iv) as a result of the Provider's Services Contracts having been terminated by the relevant Provider without cause;

and where, as a consequence of such exclusion or termination, this causes the Commissioners or any other Provider financial loss, expense or damage then, subject to clause 16 (Liability and Indemnity) and the Commissioners and any remaining Providers making reasonable efforts to mitigate their losses, the excluded Provider will indemnify the Commissioners and any other Providers as the case may be, in respect of such loss, expense or damage.

- 18.7.4 Any amounts due in respect of such costs under clause 18.7.3 will be due and payable when actually incurred by the respective Commissioner or Provider (as the case may be).

18.8 No double recovery

- 18.8.1 We agree that where loss, expense or damage is suffered by one of Us and may be recovered from one or more of Us pursuant to this Agreement but also pursuant to a Services Contract (for example by way of an indemnity of a claim for breach of contract) then We will be entitled to recover the loss, expense or damage but will not seek to recover any such loss, expense or damage more than once. Any sums recovered under one claim will be accounted for and credited under any separate claim for the same loss, expense or damage.

- 18.8.2 Where a Provider is excluded or exits under this clause 18 or its relevant Service Contracts are terminated in circumstances envisaged under clause 18.7, that excluded or exiting Provider:

- (i) will not be entitled to any payment in respect of overheads, margin or any reward payment whether or not such payments relate to a period before or after the date of the relevant Exclusion Notice or notice to exit; but
- (ii) will be paid any sums due which relate to Services provided by it up to the time of exclusion or exit.

18.8.3 A Provider which has been excluded or exits or whose Services Contracts have been terminated will have no further interest in this Agreement nor will it be represented on the System Board or Delivery Board.

18.8.4 Nothing will prevent any of Us entering into separate contractual arrangements with any excluded or exited Provider for the purposes of providing the Services, notwithstanding that it is no longer a Party under this Agreement.

18.9 Impact of Exclusion on Services Contracts

18.9.1 Where a Provider is excluded from this Agreement, We recognise that the associated Services Contracts are likely to be terminated and/or amended at the same time as the exclusion to reflect how the impacted services are to be delivered (by way of example only, the Provider may be requested by the Commissioners to provide the impacted services under a services contract outside the scope of this Agreement or the Commissioners may look to Us to deliver the impacted services). In addition to any specific obligations under the relevant Services Contracts to ensure a smooth transfer of Services, We agree to work together in good faith to agree the necessary changes so that services continue to be provided for the benefit of the people of Oldham.

18.10 Termination of the Agreement

18.10.1 The System Board may resolve to terminate this Agreement if an Event of Force Majeure renders the continuation of the Agreement impossible pursuant to clause 17.6.3.

18.10.2 The System Board may resolve to terminate this Agreement if a Dispute cannot be resolved pursuant to Schedule 9 of this Agreement.

19 **ADMITTING NEW PARTIES**

19.1 New parties to this Agreement will be admitted on terms which are fair, reasonable and non-discriminatory. Where a Party or Parties wish to admit a new person or organisation to be a party under this Agreement, such a proposal will be considered at the next System Board meeting.

- 19.2 The relevant Party or Parties that wish to admit a new person or organisation must serve a written notice on the System Board setting out the details of:
- 19.2.1 the proposed new person or organisation (where known);
 - 19.2.2 reasons and rationale for the proposed admission of a new person or organisation;
 - 19.2.3 the likely impact on the Services; and
 - 19.2.4 the likely impact on the payments to be made under Schedule 6 (Financial Mechanism).
- 19.3 Following receipt of the notice referred to in clause 19.2 the System Board must, within a reasonable timescale, then consider the notice and determine whether to admit the person or organisation. Where the System Board agree the admittance, it will also determine what other actions are required, including but not limited to, variations to this Agreement.

20 SURVIVORSHIP

- 20.1 If:
- 20.1.1 any of Us are excluded from this Agreement;
 - 20.1.2 this Agreement as between a Party and the remaining Parties terminates;
or
 - 20.1.3 this Agreement is terminated or expires for any reason,
- then:
- such termination or expiry will be without prejudice to rights or obligations accrued as at the date of such termination or expiry; and
- those provisions of this Agreement which are expressly or by implication intended to come into or remain in force and effect following such exclusion from this Agreement or termination or expiry of this Agreement will so continue and continue to apply to a Party that has been excluded from this Agreement, subject to any limitation of time expressed in this Agreement.

21 VARIATION PROCEDURE

- 21.1 The provisions of this Agreement may be varied at any time by a Notice of Variation signed by the Parties in accordance with this clause 21. This does not apply where a Variation is a Mandatory Variation.
- 21.2 If a Party wishes to propose a Variation, that Party must submit a draft Notice of Variation to the Chair of the System Board to be considered at the next meeting (or when otherwise determined by the Parties) of the System Board.
- 21.3 A draft Notice of Variation must set out
- 21.3.1 the Variation proposed and details of the consequential amendments to be made to the provisions of this Agreement;
 - 21.3.2 the date on which the Variation is proposed to take effect;
 - 21.3.3 the impact of the Variation on the achievement of the Integration Objectives and the Outcomes; and
 - 21.3.4 any impact of the Variation on any Services Contracts.
- 21.4 The System Board will consider the draft Notice of Variation and either:
- 21.4.1 accept the draft Notice of Variation, in which case all Parties will sign the Notice of Variation;
 - 21.4.2 amend the draft Notice of Variation, such that it is agreeable to all Parties, in which case all Parties will sign the amended Notice of Variation; or
 - 21.4.3 not accept the draft Notice of Variation, in which case the minutes of the relevant System Board will set out the grounds for non-acceptance.

22 TRANSFER TO THIRD PARTIES

- 22.1 Nothing in this clause 22 (Transfer to third parties) affects any relevant Provider's rights to assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations under a Services Contract.
- 22.2 The Providers may not sub-contract any or all of their obligations under this Agreement.

- 22.3 The Providers may not assign, delegate, transfer, charge or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the Commissioners.
- 22.4 Each Provider will be responsible for the performance of and will be liable to each of Us for the acts and omissions of any third party to which it may assign, transfer or otherwise dispose of any obligation under this Agreement as if they were the acts or omissions of that Provider unless:
- 22.4.1 the Provider in question has obtained the prior consent of the Commissioners in accordance with clause 22.3, or
- 22.4.2 the terms of that assignment, transfer or disposal have been approved and accepted by that third party so that that third party is liable to each of Us for its acts and omissions.
- 22.5 This Agreement will be binding on and will be to the benefit of each of Us and Our respective successors and permitted transferees and assigns.
- 22.6 Each of the Commissioners may only novate the whole (not part) of this Agreement to any central government department, NHS body or a Minister of the Crown provided it also novates any Services Contract.

23 PRECEDENCE

- 23.1 Unless otherwise specifically provided to the contrary in this Agreement, in the event of a conflict or inconsistency between any provision of any of the Services Contracts or any resolution of the System Board or of the Delivery Board with any provisions of this Agreement, the order of precedence below will apply:
- 23.2 the clauses then schedules then appendices and then annexures of any Services Contract; then
- 23.3 all other documents, if any, which are stated in a Services Contract to be incorporated in that agreement; then
- 23.4 the clauses then schedules then appendices and then annexures of any Section 75 Agreement; then
- 23.5 all other documents, if any, which are stated in a Section 75 Agreement to be incorporated in that agreement; then

23.6 the clauses then the Schedules of this Agreement; then

23.7 any resolution of the System Board; then

23.8 any resolution of the Delivery Board.

24 ANNUAL REVIEW

24.1 We must ensure that the System Board carries out an annual review, on a Best for Oldham basis, to enable the System Board to ascertain the extent to which the Outcomes and the Integration Objectives are being and/or will be achieved and whether any changes are required to the provisions of this Agreement and/or the activities undertaken by the both of Us under this Agreement to enable the Integration Objectives to be achieved and/or continue to be achieved.

24.2 The annual review must address the governance arrangements under this Agreement, including the Terms of Reference for the System Board and the Delivery Board.

24.3 In any event this Agreement will be reviewed in light of the anticipated health and care bill and legislation once published. We agree to work together to ensure that this Agreement adheres to both the spirit and the letter of the new legislation once it comes into force

25 CONTRACT MANAGEMENT RECORDS AND DOCUMENTATION

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

25.2 To the extent that the Law or the terms of the applicable Services Contract impose more onerous obligations than this clause 25 then We must comply with the more onerous obligations.

25.3 We agree that We must collect and make available all necessary data to ensure that the Commissioners can meet their statutory responsibilities.

26 WARRANTIES

26.1 Each of Us warrants to the others that:

26.1.1 it has full power and authority to enter into this Agreement and all governmental or official approvals and consents and all necessary consents have been obtained and are in full force and effect;

26.1.2 its execution of this Agreement does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets; and

26.1.3 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Agreement.

26.2 The warranties set out in this clause 26 (Warranties) are given on the date of this Agreement and repeated on every day during the Term of this Agreement.

27 RELATIONSHIP OF THE PARTIES

27.1 Each of Us will not pledge the credit of one or more other Parties or represent Ourselves as being one or more other Parties, or an agent, partner, employee or representative of one or more other Parties and none of Us will hold Ourselves out as such or as having any power or authority to incur any obligation of any nature, express or implied, on behalf of one or more other Parties.

27.2 Nothing in this Agreement will be construed as creating a legal partnership or a contract of employment between any of Us.

27.3 Save as expressly provided otherwise in this Agreement, none of the Providers will be, or be deemed to be, an agent of the Commissioner and none of the Providers will hold themselves out as having the authority or power to bind the Commissioners in any way.

27.4 None of Us will place or cause to be placed any order with the Provider or otherwise incur liabilities in the name of any of the other Parties or their representatives.

28 NOTICES

- 28.1 Any notices given under this Agreement must be in writing and must be served in the ways set out in this clause 28.1 at the addresses set out at in PART 2 - of Schedule 1. The following table sets out the respective deemed time and proof of service:

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

29 THIRD PARTY RIGHTS

- 29.1 A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Agreement.
- 29.2 Our rights to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a Party.

30 SEVERABILITY

- 30.1 If any part of this Agreement is declared invalid or otherwise unenforceable, it will be severed from this Agreement and this will not affect the validity and/or enforceability of the remaining provisions.

31 ENTIRE AGREEMENT

- 31.1 This Agreement, the Services Contracts and the Section 75 Agreements constitute Our entire agreement and understanding and, subject to the terms of each Services Contract, supersedes any previous agreement between Us relating to the subject matter of this Agreement.
- 31.2 Each of Us acknowledges and agrees that in entering into this Agreement We do not rely on and have no remedy in respect of any statement, representation, warranty or

understanding (whether negligently or innocently made) of any person (whether a Party or not) other than as expressly set out in this Agreement.

31.3 Nothing in this clause 31 (Entire Agreement) will exclude any liability for fraud or any fraudulent misrepresentation.

32 WAIVER

32.1 Any relaxation or delay of any of Us in exercising any right under this Agreement must not be taken as a waiver of that right and must not affect Our ability subsequently to exercise that right.

33 DISPUTE RESOLUTION PROCEDURE

33.1 Subject as otherwise specifically provided for in this Agreement, We agree that, where any Dispute arises out of or in connection with this Agreement, a Party may refer the Dispute in accordance with Schedule 9 (Dispute Resolution Procedure) in preference to any right We have to refer the matter to the NHS dispute resolution procedure.

34 COSTS AND EXPENSES

34.1 Each of Us will be responsible for paying Our own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

35 LAW AND JURISDICTION

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

35.2 Subject to

35.2.1 the Parties first complying with clause 33 (Dispute Resolution Procedure) and Schedule 9 (Dispute Resolution Procedure); and

35.2.2 any requirement under a Services Contract to refer the matter to the NHS dispute resolution procedure,

the Parties hereby submit to the exclusive jurisdiction of the English courts.

36 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be regarded as an original, but all of which together will constitute one agreement binding on all of Us, notwithstanding that all of Us are not signatories to the same counterpart.

IN WITNESS OF WHICH We have signed this Agreement as set out in Schedule 1

Schedule 1

PART 1 - PARTIES

	Party	Address of principal office of Party	Signed for and on behalf of the Party
1	NHS OLDHAM CLINICAL COMMISSIONING GROUP (" the CCG ")	Civic Centre West Street Oldham OL1 1UT	Print name _____ Signature _____ Date _____
2	OLDHAM COUNCIL (" the Council ")	Civic Centre West Street Oldham OL1 1UT	Print name _____ Signature _____ Date _____
3	NORTHERN CARE ALLIANCE NHS GROUP (" the NCA ") acting by:		
	SALFORD ROYAL NHS FOUNDATION TRUST (" SRFT ")	Mayo Building Salford Royal Stott Lane Salford M6 8HD	Print name _____ Signature _____ Date _____
	THE PENNINE ACUTE HOSPITALS NHS TRUST (" PAH ")	Trust Headquarters North Manchester General Hospital Delaunays Road Crumpsall M8 5RB	Print name _____ Signature _____ Date _____
4	PENNINE CARE NHS FOUNDATION TRUST (" PCFT ")	225 Old St Ashton-under-Lyne OL6 7SR	Print name _____ Signature _____ Date _____

The CCG and the Council (in its role as commissioner of social care and public health services) are together referred to in this Agreement as the "**Commissioners**".

The NCA, PCFT, the Council (in its role as provider of social care services, whether directly or through contracting arrangements with third party providers) are together referred to in this Agreement as the "**Providers**".

The Commissioners and the Providers are together referred to as "**the Parties**" "**We**", "**Us**" or "**Our**" as the context requires.

"**Party**" means any of Us.

PART 2 - ADDRESSES FOR NOTICES

Party	Address for Notices
NHS Oldham Clinical Commissioning Group	<p>Civic Centre West Street Oldham OL1 1UT</p> <p>Email: oldccg.ccqcorporateoffice@nhs.net</p>
Oldham Council	<p>Civic Centre West Street Oldham OL1 1UT</p> <p>Email: customer.feedback@oldham.gov.uk</p>
Northern Care Alliance NHS Group (acting by SRFT and PAH)	<p>The Pennine Acute Hospitals NHS Trust Trust Headquarters North Manchester General Hospital Delaunays Road Crumpsall M8 5RB</p> <p>Email: trust.communications@pat.nhs.uk</p>
	<p>Salford Royal NHS Foundation Trust Mayo Building Salford Royal Stott Lane Salford M6 8HD</p> <p>Email: trust.communications@pat.nhs.uk</p>
Pennine Care NHS Foundation Trust	<p>225 Old St Ashton-under-Lyne OL6 7SR</p> <p>Email: ceo-penninecare@nhs.net</p>

Schedule 2

DEFINITIONS AND INTERPRETATION

1 Interpretation

- 1.1 The headings in this Agreement will not affect its interpretation.
- 1.2 Reference to any statute or statutory provision, to the Law, Guidance or to Data Guidance includes a reference to that statute or statutory provision, Law, Guidance or Data Guidance as from time to time updated, amended, extended, supplemented, re-enacted or replaced in whole or in part.
- 1.3 Reference to a statutory provision includes any subordinate legislation made from time to time under that provision.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless expressly stated otherwise.
- 1.5 References to any body, organisation or office include reference to its applicable successor from time to time.
- 1.6 Any references to this Agreement or any other documents or resources includes reference to this Agreement or those other documents or resources as varied, amended, supplemented, extended, restated and/or replaced from time to time and any reference to a website address for a resource includes reference to any replacement website address for that resource.
- 1.7 Use of the singular includes the plural and vice versa.
- 1.8 Use of the masculine includes the feminine and vice versa.
- 1.9 Use of the term “including” or “includes” will be interpreted as being without limitation.
- 1.10 The following words and phrases have the following meanings:

“**Affected Party**” has the meaning set out in clause 15;

“**Affiliate Member**” has the meaning set out in clause 7.1 and Schedule 11;

“**Agreement**” means this Agreement;

“Associate Member” has the meaning set out in clause in clause 7.1 and Schedule 11;

“Best for Oldham” means best for the achievement of the Integration Objectives for the Oldham population on the basis of the Integration Principles;

“Business Day” means any day which is not a Saturday, Sunday, Christmas Day, Good Friday or a bank or public holiday in the United Kingdom;

“Chair” has the meaning set out in paragraph 5.5 of Schedule 4

“Commencement Date” means the date of this Agreement;

“Commercially Sensitive Information” means Confidential Information which is of a commercially sensitive nature relating to any Party, its intellectual property rights or its business or which a Party has indicated would cause that Party significant commercial disadvantage or material financial loss;

“Commissioner” has the meaning set out in Schedule 1;

“Competition Law” means the Competition Act 1998 and the Enterprise Act 2002, as amended by the Enterprise and Regulatory Reform Act 2013 and as applied to the healthcare sector by NHS Improvement (now NHS England and Improvement) in accordance with the Health and Social Care Act 2012 and other such competition Law as shall apply to any of the Parties;

“Competition Sensitive Information” means Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the Providers and which that Provider properly considers is of such a nature that it cannot be exchanged with the other Providers without a breach or potential breach of Competition Law. Competition Sensitive Information may include, by way of illustration, trade secrets, confidential financial information and confidential commercial information, including without limitation, information relating to the terms of actual or proposed contracts or sub-contract arrangements (including bids received under competitive tendering), future pricing, business strategy and costs data, as may be utilised, produced or recorded by any Provider, the publication of which an organisation in the same business would reasonably be able to expect to protect by virtue of business confidentiality provisions;

“Confidential Information” means any information or data in whatever form disclosed, which by its nature is confidential or which the disclosing Party acting reasonably states in writing to the receiving Party is to be regarded as confidential, or which the disclosing Party acting reasonably has marked ‘confidential’ (including, financial information, or marketing or development or workforce plans and information, and information relating to services or products);

"Data Guidance" means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with the Data Protection Legislation (whether specifically mentioned in this Agreement or not), to the extent published and publicly available or their existence or contents have been notified to the Parties by another Party and/or relevant Regulatory or Supervisory Body. This includes but is not limited to guidance issued by NHS Digital, the National Data Guardian for Health & Care, the Department of Health and Social Care, NHS England, the Health Research Authority, Public Health England, the European Data Protection Board and the Information Commissioner;

“Data Protection Legislation”: means

- (a) The retained EU law version of Regulation (EU) 2016/679 (the "UK GDPR");
- (b) the Data Protection Act 2018; and
- (c) all applicable Law concerning privacy, confidentiality or the processing of personal data including, but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations;

"Defaulting Party" has the meaning set out in clause 18.3.1;

"Department of Health and Social Care" means the Department of Health and Social Care in England of HM Government and its predecessor departments, or such other body superseding or replacing it from time to time and/or the Secretary of State

“Dispute” has the meaning set out in paragraph 1 of Schedule 9 (Dispute Resolution Procedure);

"EIR" means the Environmental Information Regulations 2004;

“Exclusion Notice” means a notice issued pursuant to clause 18 (Rectification, Exit and Termination) which must specify the grounds on which the Exclusion Notice has been issued and which will have the effects specified in clause 18;

“Extended Term” has the meaning set out in Clause 4.2.

“Event of Force Majeure” means an event or circumstance which is beyond the reasonable control of any Affected Parties claiming relief under clause 15 (Force Majeure), including war, civil war, armed conflict or terrorism, strikes or lock outs, riot, epidemic, fire, flood or earthquake, and which directly causes the Affected Party to be unable to comply with all or a material part of its obligations under this Agreement;

“Financial Mechanism” means the financial mechanism set out in Schedule 6 (Financial Mechanism);

“FOIA” means the Freedom of Information Act 2000;

“Full Member” has the meaning set out in clause 7.1 and Schedule 11;

“Guidance” means any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which a Party has a duty to have regard (and whether specifically mentioned in this Agreement or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Party by another Party and/or any relevant Regulatory or Supervisory Body;

“Health Research Authority” means the executive non-departmental public body sponsored by the Department of Health and Social Care which protects and promotes the interests of patients and the public in health and social care research;

“IG Guidance for Serious Incidents” means NHS Digital's Checklist Guidance for Reporting, Managing and Investigating Information Governance Serious Incidents Requiring Investigation dated June 2013, available at: <https://www.igt.hscic.gov.uk/KnowledgeBaseNew/HSCIC%20IG%20SIRI%20%20Checklist%20Guidance%20V2%200%201st%20June%202013.pdf>;

“Improvement” means any improvement, enhancement or modification to the Intellectual Property of a Provider which cannot be used independently of the Intellectual Property of a Provider;

"Indemnity Arrangement" means either:

- (a) a policy of insurance;
- (b) an arrangement made for the purposes of indemnifying a person or organisation; or
- (c) a combination of (a) and (b);

"Information Commissioner" means the independent authority established to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals ico.org.uk and any other relevant data protection or supervisory authority recognised pursuant to Data Protection Legislation;

"Information Governance Breach" means an information governance serious incident requiring investigation, as defined in IG Guidance for Serious Incidents;

"Initial Term" the period from and including the Commencement Date until 31st March 2022.

"Insolvency Event" means the occurrence of any of the following events in respect of a Party:

- (a) where the Provider is or is deemed for the purposes of any Law to be, unable to pay its debts or insolvent;
- (b) where a Provider admits its inability to pay its debts as they fall due;
- (c) the value of the Provider's assets being less than its liabilities taking into account contingent and prospective liabilities;
- (d) the relevant entity suspending payments on any of its debts or announces an intention to do so;
- (e) where, by reason of actual or anticipated financial difficulties, a Provider commences negotiations with creditors generally with a view to rescheduling any of its indebtedness;
- (f) where a Provider suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;

- (g) a moratorium is declared in respect of any Provider's indebtedness;
- (h) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Provider;
- (i) a composition, assignment or arrangement with any creditor of any member of the Provider;
- (j) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the Provider or any of its assets;
- (k) a resolution of the Provider or its directors is passed to petition or apply for the Relevant entity's winding-up or administration;
- (l) the Provider's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court or otherwise);
- (m) where a Provider takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;
- (n) where a Provider has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;
- (o) where a Provider has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 Business Days of it being levied;
- (p) where a Provider has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events listed above;

- (q) where a Party substantially or materially ceases to operate, is dissolved, or is de-authorised;
- (r) where a Party is clinically and/or financially unsustainable as a result of any clinical or financial intervention or sanction by the regulator responsible for its independent regulation or the Secretary of State and which has a material adverse effect on the delivery of the Services; and/or
- (s) a trust special administrator is appointed over a Party under the National Health Service Act 2006 or a future analogous event occurs

“Integration Objective(s)” means the objective(s) set out in clause 5.1;

“Integration Principles” means has the meaning set out in clause 6.1 (Integration Principles);

“Intellectual Property” means inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights;

“Law”: means

- (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (b) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (c) Guidance; and
- (d) any applicable code,

in each case in force in England and Wales;

“Local Healthwatch” means an organisation established under section 222 of the Local Government and Public Involvement in Health Act 2007;

“Mandatory Variation” means any Variation in the scope of the Services which the Commissioners are required to implement by reason of a change in Law or applicable

health or social care guidance, direction, standard or requirement to which the Commissioners have a duty to have regard;

"Monitor" or **"NHS Improvement"** means the corporate body known as Monitor provided by section 61 of the Health and Social Care Act 2012;

"Misappropriation" means any use of the payments made under this Agreement for matters unrelated to the provision of the Services;

"National Data Guardian" means the body which advises and challenges the health and care system to help ensure that citizens' confidential information is safeguarded securely and used properly:

<https://www.gov.uk/government/organisations/national-data-guardian>;

and its predecessor body the Independent Information Governance Oversight Panel;

"NHS Digital" means the Health and Social Care Information Centre

<https://digital.nhs.uk/>;

"NHS England" means the National Health Service Commissioning Board established by section 1H of the NHS Act 2006, also known as NHS England;

"NHS Serious Incident Framework" NHS England's serious incident framework, available at: <https://improvement.nhs.uk/resources/serious-incident-framework/>;

"Oldham Health and Care System Board" or **"System Board "** means the board established pursuant to clause 7;

"Oldham Integrated Delivery Board" or **Delivery Board"** means the board established pursuant to clause 7;

"Outcomes" means the outcomes set out in Schedule 5 (Outcomes: Monitoring and Measuring);

"Party/Parties" has the meaning set out in Schedule 1;

"Patient Safety Incident" means any unintended or unexpected incident that occurs in respect of a Service User, during and as a result of the provision of the Services, that could have led, or did lead to, harm to that Service User;

“Procurement Law” means the Public Contract Regulations 2015 and the National Health Service (Procurement, Patient Choice and Competition) (No 2) Regulations 2013 and other such procurement Law as shall apply to any of the Parties;

“Provider” has the meaning set out in Schedule 1;

“Public Health England” means an executive agency of the Department of Health and Social Care established under the Health and Social Care Act 2012;

“Rectification Meeting” has the meaning set out in clause 18.4;

“Rectification Notice” means a notice issued by the System Board pursuant to clause 18.4 which sets out the actions or directions that the Defaulting Party needs to take to address any failure to meet its obligations under this Agreement;

“Regulatory or Supervisory Body” means any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party and/or staff must comply or to which it or they must have regard;

“Reserved Matters” means each of the matters listed in clause 9;

“Section 75 Agreement” means any agreement entered into by any of the Parties under section 75 of the National Health Service Act 2006;

“Serious Incident” has the meaning given to it in the NHS Serious Incident Framework;

“Service User” means the people that live in Oldham and are in receipt of the Services;

“Services” means the services identified in Schedule 10 (Scope of the Services) as being in scope and provided by any of the Providers pursuant to their Services Contracts and as amended from time to time in accordance with clause 21 (Variation Procedure);

“Services Contracts” means a contract entered into by the CCG and/or the Council and a Provider for the provision of Services, and references to a Services Contract include all or any one of those contracts as the context requires;

“Term” means the Initial Term and any Extended Term;

"**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Council Directive 77/187; and

"**Variation**" means any alteration of or change to this Agreement;

"**Variation Procedure**" means the variation mechanism set out in clause 21(Variation Procedure);

"**Workstreams**" means those workstreams identified in Schedule 3.

Schedule 3

WORKSTREAMS

1 Shared estates strategy

- 1.1 How the current premises of the Parties can be used to deliver the Services more effectively.

2 Shared workforce development strategy

- 2.1 How to foster a degree of 'togetherness' and respect for working together.

3 Health and care needs assessment

- 3.1 How We will work together to develop and maintain a thorough and up to date needs assessment of services users.

4 Co-ordinated delivery of the Services

- 4.1 How to provide the Services in an integrated and effective way.

5 Primary care

- 5.1 The extent and nature of interaction with primary medical services contractors or wider primary care organisations providing NHS services relating to the delivery of Services.

6 Shared Information

- 6.1 Development and maintenance of a shared care record and understanding each other's information sharing protocols, which should include detail on locally-agreed data quality standards.

7 Alignment of systems and technology

- 7.1 How to gain efficiencies and work towards developing appropriate data sharing protocols.

8 Stratification of the population

- 8.1 Development of systems and processes to enable identification and prediction of the health and care needs of the people of Oldham and unwarranted variations in delivery and outcomes of health and care service.

9 Healthy life-styles

- 9.1 Development of strategies to engage with and support the people of Oldham taking increased responsibility for managing their own health, wellbeing and care and adopting healthy lifestyles.

10 Standards of care and system quality

- 10.1 Development of policies, processes, procedures and frameworks to ensure that quality surveillance and service improvement is undertaken at an open, collaborative system level.

Schedule 4

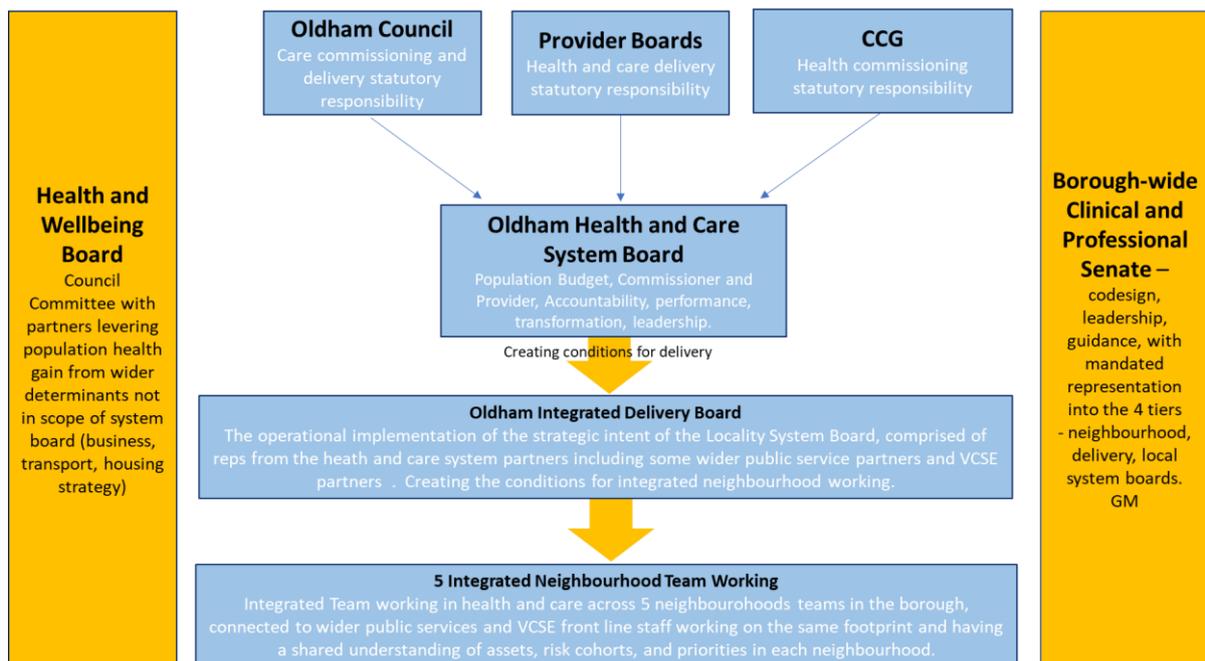
GOVERNANCE

This Schedule 4 sets out the governance arrangements for Oldham Cares under this Agreement.

April 2021 – March 2022

The diagram below summarises the governance structure which the Parties have agreed to establish and operate from the Commencement Date, to provide oversight of the development and implementation of the Oldham Cares approach and the arrangements under this Agreement.

The 2021/22 financial year gives a period where “shadow” arrangements will be put into place, allowing the right culture to grow and the refinement and development of the working arrangements.



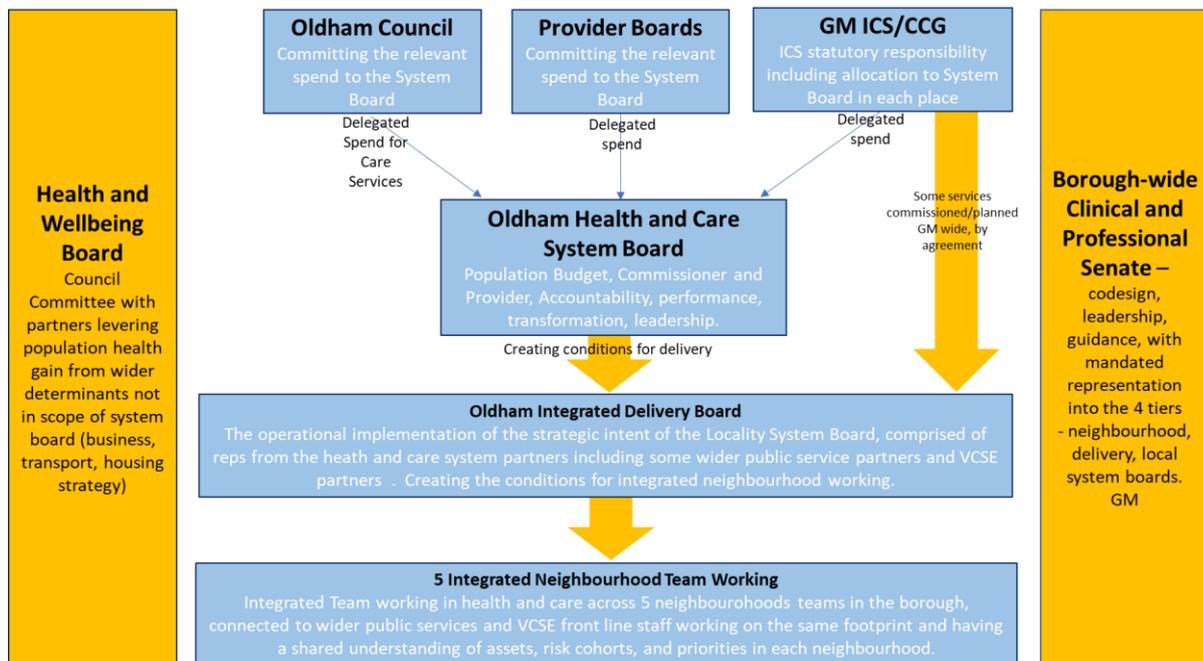
It is expected that a range of development work will need to be established to ready the local Oldham health and care system for both its formal shadow arrangements and the implementation of the new NHS system from 1 April 2022 onwards, subject to the awaited legislation and revised statute. With that in mind the following working group areas will be established for the specific development of the Oldham Health and Care System Board.

Working Group
Future commissioning arrangements

Integration agreement & system governance
System quality assurance model
Financial model and payment mechanisms
Clinical leadership model

April 2022 onwards

The diagram below summarises the governance structure which the Parties anticipate will apply from April 2022 assuming this Agreement is extended. In the main this reflects the move of NHS Oldham CCG’s statutory duties to Greater Manchester Integrated Care System.



It is expected that the following groups and boards will report to the Delivery Board, and will take responsibility for the more detailed oversight and progress of specific transformation, recovery and response areas:

Group/Board
Community & Place Based Health & Care
Urgent care delivery board
Discharge and enablement group
Primary care development group
Outpatient transformation
Early Intervention & Prevention group
Mental health group
Workforce group
Communications & engagement group
IM&T / Digital group

Financial sustainability group (including Directors of Finance)
Estates group
Adult social care transformation group

This Schedule also contains the terms of reference for the Oldham Health and Care System Board (Part 1) and the Oldham Integrated Delivery Board (Part 2).

PART 1 - OLDHAM HEALTH AND CARE SYSTEM BOARD “SYSTEM BOARD” – TERMS OF REFERENCE

1 Purpose

- 1.1 The Oldham Health and Care System Board (“System Board”) has been established to provide strategic direction to Oldham Cares, to manage risk and to hold to account the Delivery Board for the performance of Oldham Cares such that it achieves the objectives set for it.
- 1.2 It will specifically oversee this Agreement, which is a framework for integrated working across health and care binding partners to the collaborative principles and the delivery of agreed integration objectives.

2 Status and authority

- 2.1 Oldham Cares is established by the Parties, who remain sovereign organisations, to provide a financial and governance framework for the delivery of the Services. Oldham Cares is not a separate legal entity, and as such is unable to take decisions separately from the Parties or bind its Parties; nor can one or more Parties 'overrule' any other Party on any matter (although all Parties will be obliged to comply with the terms of the Agreement).
- 2.2 The Agreement establishes the System Board to lead Oldham Cares on behalf of the Parties. As a result of the status of Oldham Cares the System Board is unable in law to bind any Party but it will set ambition, strategy, outcomes for the system with the aim of reaching consensus among the Parties.
- 2.3 The System Board will function through engagement between its members so that each Party makes a decision in respect of, and expresses its views about, each matter considered by the System Board. The decisions of the System Board will, therefore, be the decisions of the Parties, the mechanism for which will be authority delegated by the Parties to their representatives on the System Board.
- 2.4 Each Party will delegate to its representative on the System Board such authority as is agreed to be necessary in order for the System Board to function effectively in discharging the duties within these Terms of Reference. The Parties will ensure that each of their representatives has equivalent delegated authority. Authority delegated by the Parties will be defined in writing and agreed by the Parties, and will be

recognised to the extent necessary in the Parties' own schemes of delegation (or similar).

- 2.5 The Parties will ensure that the System Board members understand the status of the System Board and the limits of the authority delegated to them.

3 Responsibilities

- 3.1 The System Board will:

3.1.1 ensure alignment of all organisations to the Oldham ICP vision and objectives;

3.1.2 ensure commitment to the Integration Principles and Integration Objectives amongst all Parties;

3.1.3 formulate, agree and ensure that implementation of strategies for achieving the Integration Objectives and the management of Oldham Cares;

3.1.4 discuss strategic issues and resolve challenges such that the Integration Objectives can be achieved;

3.1.5 respond to changes in the operating environment, including in respect of national policy or regulatory requirements, which impact upon Oldham Cares or any Parties to the extent that they affect the Parties' involvement in Oldham Cares;

3.1.6 agree policy as required;

3.1.7 agree performance outcomes/targets for Oldham Cares such that it achieves the Integration Objectives;

3.1.8 review the performance of Oldham Cares, holding the Delivery Board to account, and determine strategies to improve performance or rectify poor performance;

3.1.9 ensure that the Delivery Board identifies and manages the risks associated with Oldham Cares, integrating where necessary with the Parties' own risk management arrangements;

- 3.1.10 generally ensure the continued effectiveness of Oldham Cares, including by managing relationships between the Parties and between Oldham Cares and its stakeholders;
- 3.1.11 ensure that Oldham Cares accounts to relevant regulators and other stakeholders through whatever means are required by such regulators or are determined by the System Board, including, to the extent relevant, integration with communications and accountability arrangements in place within the Parties;
- 3.1.12 address any actual or potential conflicts of interests which arise for members of the System Board or within Oldham Cares generally, in accordance with a protocol to be agreed between the Parties (such protocol to be consistent with the Parties' own arrangements in respect of declaration and conflicts of interests, and compliant with relevant statutory duties);
- 3.1.13 oversee the implementation of, and ensure the Parties' compliance with, this Agreement and all other Services Contracts;
- 3.1.14 review the governance arrangements for Oldham Cares at least annually.

4 Duties

4.1 The System Board will:

- 4.1.1 set strategic direction and approve system health and care strategies;
- 4.1.2 align political, clinical and managerial leadership;
- 4.1.3 allocate and oversee high level resources across the NHS and local authority;
- 4.1.4 agree transformation plans and oversee system delivery of those plans;
- 4.1.5 form and lead Oldham's strategic relationship with the Greater Manchester Integrated Care System;
- 4.1.6 ensure achievement of set outcomes and ambitions;
- 4.1.7 lead strategic delivery of health and care at neighbourhood level;

4.1.8 lead local workforce and estates planning.

5 Accountability

5.1 The System Board is accountable to the Parties and their statutory Boards, but will also working alongside the local Commissioning Partnership Board, and the statutory Health and Wellbeing Board and safeguarding Boards.

5.2 The minutes of the System Board will be sent to the Parties within 7 days.

5.3 The minutes will be accompanied by a report on any matters which the Chair considers to be material. It will also address any minimum content for such reports agreed by the Parties.

6 Membership and Quorum

6.1 The members of the System Board will be each of the following:

6.1.1 **NHS Oldham Clinical Commissioning Group**

6.1.2 **Oldham Metropolitan Borough Council**

6.1.3 **Northern Care Alliance NHS Group**

6.1.4 **Pennine Care NHS Foundation Trust**

who will be full voting members (one vote per member).

6.2 Each member will be represented by a statutory representative appointed by the respective organisation.

6.3 Other named persons agreed by the Board may attend meetings of the System Board as observers but will not participate in decisions.

6.4 Other members/attendees may be co-opted as necessary.

6.5 The System Board will be quorate if two thirds of its members are present, subject to the members present being able to represent the views and decisions of the Parties who are not present at any meeting. Where a member cannot attend a meeting, the member can nominate a named deputy to attend. Deputies must be able to contribute and make decisions on behalf of the Party that they are representing. Deputising arrangements must be agreed with the Chair prior to the relevant meeting.

6.6 The System Board will be chaired by OMBC Cabinet Lead for Health and Social Care (the "Chair"). The Board will also nominate a Deputy Chair.

6.7 Where the Chair is absent, the Deputy Chair will take on the role of the Chair.

7 Conduct of Business

7.1 Meetings will be held monthly.

7.2 The agenda will be developed in discussion with the Chair. Circulation of the meeting agenda and papers via email will take place one week before the meeting is scheduled to take place. In the event members wish to add an item to the agenda they need to notify Council Democratic Services who will confirm this with the Chair accordingly.

7.3 At the discretion of the Chair business may be transacted through a teleconference or videoconference provided that all members present are able to hear all other parties and where an agenda has been issued in advance.

7.4 At the discretion of the Chair a decision may be made on any matter within these Terms of Reference through the written approval of every member, following circulation to every member of appropriate papers and a written resolution. Such a decision will be as valid as any taken at a quorate meeting but will be reported for information to, and will be recorded in the minutes of, the next meeting.

8 Decision Making and Voting

8.1 The System Board will aim to achieve consensus for all decisions of the Parties.

8.2 To promote efficient decision making at meetings of the System Board it will develop and approve detailed arrangements through which proposals on any matter will be developed and considered by the Parties with the aim of reaching a consensus. These arrangements will address circumstances in which one or more Parties decides not to adopt a decision reached by the other Parties.

9 Conflicts of Interests

9.1 The members of the System Board must refrain from actions that are likely to create any actual or perceived conflicts of interests.

9.2 The System Board will develop and approve a protocol for addressing actual or potential conflicts of interests among its members (and those of the Delivery Board).

The protocol will at least include arrangements in respect of declaration of interests and the means by which they will be addressed. It will be consistent with the Parties' own arrangements in respect of conflicts of interests, and any relevant statutory duties.

10 Confidentiality

- 10.1 Information obtained during the business of the System Board must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The main purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).
- 10.2 Members of the System Board are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work of Oldham Cares. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

11 Support

- 11.1 Support to the System Board will be provided as part of a programme management approach.
- 11.2 The programme structure and supporting work groups will be developed and agreed as part of the System Board work plan.

12 Review

- 12.1 These System Board terms of reference will be formally reviewed annually.
- 12.2 When changes to these terms are amended, agreed and ratified by this Board, they shall have effect as if incorporated into this Agreement.

PART 2 - OLDHAM INTEGRATED DELIVERY BOARD “DELIVERY BOARD” – TERMS OF REFERENCE

1 Purpose

- 1.1 The Delivery Board has been established to manage Oldham Cares, particularly in respect of the delivery of plans to achieve the Integration Objectives and strategies agreed by the “System Board” and to manage performance and risk.

2 Status and authority

- 2.1 Oldham Cares is established by the Parties, who remain sovereign organisations, to provide a financial and governance framework for the delivery of the Services. Oldham Cares is not a separate legal entity, and as such is unable to take decisions separately from the Parties or bind its Parties; nor can one or more Parties 'overrule' any other Party on any matter (although all Parties will be obliged to comply with the terms of the Agreement).
- 2.2 The Agreement establishes the Delivery Board to manage Oldham Cares on behalf of the Parties. As a result of the status of Oldham Cares the Delivery Board is unable in law to bind any Party however the Parties will aim to reach consensus.
- 2.3 The Delivery Board will function through engagement between its members so that each Party makes a decision in respect of, and expresses its views about, each matter considered by the Delivery Board. The decisions of the Delivery Board will, therefore, be the decisions of the Parties, the mechanism for which will be authority delegated by the Parties to their representatives on the System Board.
- 2.4 Each Party will delegate to its representative on the Delivery Board such authority as is agreed to be necessary in order for the Delivery Board to function effectively in discharging the duties within these Terms of Reference. The Parties will ensure that each of their representatives has equivalent delegated authority. Authority delegated by the Parties will be defined in writing and agreed by the Parties, and will be recognised to the extent necessary in the Parties' own schemes of delegation (or similar).
- 2.5 The Parties will ensure that the Delivery Board members understand the status of the Delivery Board and the limits of the authority delegated to them.

3 **Responsibilities**

3.1 The Delivery Board will:

- 3.1.1 ensure commitment to the Integration Principles and Integration Objectives amongst all Parties (as per this Agreement);
- 3.1.2 implement strategies agreed by the System Board to achieve the Integration Objectives (as per this Agreement);
- 3.1.3 identify and escalate to the System Board strategic issues and resolve challenges such that the Integration Objectives can be achieved;
- 3.1.4 implement decisions of the System Board in response to changes in the operating environment, including in respect of national policy or regulatory requirements, which impact upon Oldham Cares or any Parties to the extent that they affect the Parties' involvement in Oldham Cares;
- 3.1.5 manage the performance, effectiveness and efficiency of Oldham Cares, accounting to the System Board in this respect;
- 3.1.6 identify and manage the risks associated with Oldham Cares, integrating where necessary with the Parties' own risk management arrangements;
- 3.1.7 implement arrangements through which Oldham Cares accounts to relevant regulators and other stakeholders through whatever means are required by such regulators or are determined by the System Board, including, to the extent relevant, integration with communications and accountability arrangements in place within the Parties; and
- 3.1.8 address any actual or potential conflicts of interests which arise for members of the Delivery Board or within Oldham Cares generally, in accordance with a protocol to be agreed between the Parties (such protocol to be consistent with the Parties' own arrangements in respect of declaration and conflicts of interests, and compliant with relevant statutory duties).

4 **Duties**

4.1 The Delivery Board will:

- 4.1.1 agree the work programme and coordinate programmes of transformation work to deliver the agreed health and care locality plan;
- 4.1.2 oversee and ensure the timely and effective delivery of those work programmes via its specific sub-boards and sub-groups;
- 4.1.3 receive progress reports from its specific sub-boards and sub-groups and workstream leads;
- 4.1.4 ensure that key recovery, response and resilience actions are agreed and delivered;
- 4.1.5 receive quality, safety and safeguarding surveillance information and agree actions accordingly;
- 4.1.6 instruct and oversee health and care service improvements;
- 4.1.7 oversee the development of clinical pathways, and approve those pathways, as appropriate;
- 4.1.8 ensure due regard is given to equity, equality and diversity and also wider health inequality impacts and implications throughout;
- 4.1.9 ensure due regard is given to the voice and lived experiences of communities, patients and the public throughout; and
- 4.1.10 approve relevant policies, procedures and processes.

5 Accountability

- 5.1 The Delivery Board is accountable to the System Board.
- 5.2 The minutes of the Delivery Board will be sent to the System Board within 7 days.
- 5.3 The minutes will be accompanied by a report on any matters which the Chair considers to be material. It will also address any minimum content for such reports agreed by the System Board.

6 Membership and Quorum

- 6.1 The members of the Delivery Board will be each of the following:

6.1.1 **NHS Oldham Clinical Commissioning Group**

6.1.2 **Oldham Metropolitan Borough Council**

6.1.3 **Northern Care Alliance NHS Group**

6.1.4 **Pennine Care NHS Foundation Trust**

who will be full voting members (one vote per member).

- 6.2 Each member will be represented by an individual appointed by the respective organisation.
- 6.3 The Clinical Directors of Oldham's Primary Care Networks will be asked to attend the meetings as non-voting participants due to their key input to the Oldham health and care system.
- 6.4 A representative from MioCare Group CIC will be asked to attend the meetings as non-voting participants due to their key input to the Oldham health and care system.
- 6.5 Clinical, professional and managerial leads from transformation workstreams, and clinical, professional and managerial leads from sub-groups of the Board will be asked to attend the meetings as non-voting participants due to their key input to the Oldham health and care system.
- 6.6 Representatives from other sectors will be asked to the meetings as non-voting participants due to their key input to the Oldham health and care system. These will include, but are not limited to, Healthwatch and Action Together.
- 6.7 Other attendees may be co-opted as necessary.
- 6.8 The Delivery Board will be quorate if two thirds of its members are present, subject to the members present being able to represent the views and decisions of the Parties who are not present at any meeting.
- 6.9 Where a member cannot attend a meeting, the member can nominate a named deputy to attend. Deputies must be able to contribute and make decisions on behalf of the Party that they are representing. Deputising arrangements must be agreed with the Chair prior to the relevant meeting.

6.10 The Delivery Board will be chaired by the Lay Chair of NHS Oldham Clinical Commissioning Group (the "Chair").

6.11 Where the Chair is absent, the Chair will appoint a Deputy Chair.

7 Conduct of Business

7.1 Meetings will be held weekly.

7.2 The agenda will be developed in discussion with the Chair. Circulation of the meeting agenda and papers via email will take place one week before the meeting is scheduled to take place. In the event members wish to add an item to the agenda they need to notify Council Democratic Services who will confirm this with the Chair accordingly.

7.3 At the discretion of the Chair business may be transacted through a teleconference or videoconference provided that all members present are able to hear all other parties and where an agenda has been issued in advance.

7.4 At the discretion of the Chair a decision may be made on any matter within these Terms of Reference through the written approval of every member, following circulation to every member of appropriate papers and a written resolution. Such a decision will be as valid as any taken at a quorate meeting but will be reported for information to, and will be recorded in the minutes of, the next meeting.

8 Decision Making and Voting

8.1 The Delivery Board will aim to achieve consensus for all decisions of the Parties.

8.2 To promote efficient decision making at meetings of the Delivery Board it will develop and approve detailed arrangements through which proposals on any matter will be developed and considered by the Parties with the aim of reaching a consensus. These arrangements will address circumstances in which one or more Parties decides not to adopt a decision reached by the other Parties.

9 Conflicts of Interests

9.1 The members of the Delivery Board must refrain from actions that are likely to create any actual or perceived conflicts of interests.

9.2 The Delivery Board will adopt and comply with the protocol for addressing conflicts of interests as approved by the System Board.

10 Confidentiality

- 10.1 Information obtained during the business of the Delivery Board must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The main purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).
- 10.2 Members of the Delivery Board are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work of Oldham Cares. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

11 Support

- 11.1 Support to the Delivery Board will be provided as part of a programme management approach.
- 11.2 The programme structure and supporting work groups will be developed and agreed as part of the Delivery Board work plan.

12 Review

- 12.1 These Delivery Board terms of reference will be formally reviewed annually.
- 12.2 When changes to these terms are amended, agreed and ratified by this Board, they shall have effect as if incorporated into this Agreement.

Schedule 5

OUTCOMES: MONITORING AND MEASURING

The Parties intend to track their collective progress. The Parties have adopted the aims from the operational plan (set out below) for the period up to April 2022 whilst the system remains in recovery mode. The intention is to work towards building a set of measurable outcomes as Oldham Cares develops and matures.

Outcomes

- A. Supporting the health and wellbeing of staff and taking action on recruitment and retention
 - 1. Looking after our people and helping them to recover
 - 2. Belonging in the NHS and addressing inequalities
 - 3. Embed new ways of working and delivering care
 - 4. Grow for the future
- B. Delivering the NHS COVID vaccination programme and continuing to meet the needs of patients with COVID-19
- C. Building on what we have learned during the pandemic to transform the delivery of services, accelerate the restoration of elective and cancer care and manage the increasing demand on mental health services
 - 1. Maximise elective activity, taking full advantage of the opportunities to transform the delivery of services
 - 2. Restore full operation of all cancer services
 - 3. Expand and improve mental health services and services for people with a learning disability and/or autism
 - 4. Deliver improvements in maternity care, including responding to the recommendations of the Ockenden review
- D. Expanding primary care capacity to improve access, local health outcomes and address health inequalities
 - 1. Restoring and increasing access to primary care services

2. Implementing population health management and personalised care approaches to improve health outcomes and address health inequalities
- E. Transforming community and urgent and emergency care to prevent inappropriate attendance at emergency departments, improve timely admission to hospital for ED patients and reduce length of stay
1. Transforming community services and improve discharge
 2. Ensuring the use of NHS111 as the primary route to access urgent care and the timely admission of patients to hospital who require it from emergency departments
- F. Working collaboratively across systems to deliver on these priorities
1. Effective collaboration and partnership working across systems
 2. Develop local priorities that reflect local circumstances and health inequalities
 3. Develop the underpinning digital and data capability to support population-based approaches
 4. Develop ICSs as organisations to meet the expectations set out in Integrating Care
 5. Implement ICS-level financial arrangements

Schedule 6

FINANCIAL MECHANISM



Financial
Framework for Oldh

Schedule 7

CONFIDENTIAL INFORMATION OF THE PARTIES

1 CONFIDENTIAL INFORMATION OF THE PARTIES

- 1.1 We will, except as permitted by this Schedule 7, keep confidential any Confidential Information disclosed to any one of Us by any Party in connection with this Agreement, and We will use all reasonable endeavours to prevent staff in Our organisations from making any disclosure to any person of that information.
- 1.2 Paragraph 1.1 will not apply to disclosure of information that:
- 1.2.1 is in or comes into the public domain other than by breach of this Agreement;
 - 1.2.2 the receiving Party can show by its records was in its possession before it received it from the disclosing Party; or
 - 1.2.3 the receiving Party can prove it obtained or was able to obtain from a source other than the disclosing Party without breaching any obligation of confidence.
- 1.3 A Party may disclose the other Party's Confidential Information:
- 1.3.1 to comply with applicable Law;
 - 1.3.2 to comply with government policy in relation to transparency
 - 1.3.3 to any appropriate Regulatory or Supervisory Body;
 - 1.3.4 in connection with any dispute resolution or litigation between the Parties;
 - 1.3.5 as permitted under any other express arrangement or other provision of this Agreement; ; and
 - 1.3.6 where the disclosing Party is a Commissioner, to NHS bodies for the purposes of carrying out their duties.

Schedule 8

FREEDOM OF INFORMATION AND TRANSPARENCY

1 Freedom of Information and Transparency

1.1 We acknowledge that certain Parties are subject to the requirements of FOIA and EIR. We will assist and co-operate with each Party to enable it to comply with its disclosure obligations under FOIA and EIR. We agree:

1.1.1 that this Agreement and any other recorded information held by any of Us for the purposes of this Agreement are subject to the obligations and commitments of the Parties that are subject to the FOIA and EIR;

1.1.2 that the decision on whether any exemption under FOIA or exception under EIR applies to any information is a decision solely for the Party to whom a request for information is addressed;

1.1.3 that where a Party receives a request for information relating to this Agreement, it will liaise with the System Board as to the contents of any response before a response to a request is issued and will promptly (and in any event within 2 Business Days) provide a copy of the request and any response to the System Board;

1.1.4 that where a Party receives a request for information and the Party is not itself subject to FOIA or as applicable EIR, it will not respond to that request (unless directed to do so by the Party to whom the request relates) and will promptly (and in any event within 2 Business Days) transfer the request to the System Board;

1.1.5 that any Party, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of FOIA and regulation 16 of EIR, may disclose information concerning another Party and this Agreement either without consulting with the relevant Party, or following consultation with the Party and having taken its views into account provided always that in the case of information covered by paragraph 9.2 of Part 1 of Schedule 4 the relevant Party(s) and the Chair must be consulted and their views taken into account before any information is disclosed;

- 1.1.6 that any request for an internal review or correspondence with the Information Commissioner received by a Party or appeal to the First Tier Tribunal (Information Rights) to which a Party is a party that concerns information covered by paragraph 20 of Part 1 of Schedule 4 must be notified to the relevant Party(s) and the Chair, who must each be consulted and their views taken into account before a formal response is provided;
- 1.1.7 to assist each Party in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA or EIR) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by that Party within 5 Business Days of that request and without charge; and
- 1.1.8 that the System Board and the Delivery Board hold information on behalf of all Parties for the purpose of FOIA and EIR save that any Competition Sensitive Information is held only on behalf of the Provider that provided the information and Oldham Cares.
- 1.2 We acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, or for which an exception applies under EIR, the content of this Agreement is not Confidential Information.
- 1.3 Notwithstanding any other term of this Agreement, We consent to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of FOIA or for which an exception applies under EIR.
- 1.4 In preparing a copy of this Agreement for publication the System Board may consult with the Parties to inform decision-making regarding any redactions but the final decision in relation to the redaction of information will be at the System Board's absolute discretion.
- 1.5 We will assist and cooperate with each other to enable this Agreement to be published.

Schedule 9

DISPUTE RESOLUTION PROCEDURE

1 Avoiding and Solving Disputes

- 1.1 We commit to working cooperatively to identify and resolve issues to Our mutual satisfaction so as to avoid all forms of dispute or conflict in performing our obligations under this Agreement.
- 1.2 We believe that:
 - 1.2.1 focusing on our agreed Integration Objectives and Integration Principles;
 - 1.2.2 being collectively responsible for all risks; and
 - 1.2.3 fairly sharing risk and rewards as part of the Financial Mechanism,reinforces our commitment to avoiding disputes and conflicts arising out of or in connection with this Agreement.
- 1.3 A Party must promptly notify all other Parties of any dispute or claim or any potential dispute or claim in relation to this Agreement (each a '**Dispute**') when it arises.
- 1.4 In the first instance the Delivery Board must seek to resolve any Dispute to the mutual satisfaction of each of Us. If the Dispute cannot be resolved by the Delivery Board within 10 Business Days of the Dispute being referred to all the Parties, the Dispute must be referred to the System Board.
- 1.5 The System Board must deal proactively with any Dispute on a Best for Oldham basis in accordance with this Agreement so as to seek to resolve the Dispute. If the System Board reaches a decision that resolves, or otherwise concludes a Dispute, it will advise each of Us of its decision by written notice.
- 1.6 If the System Board cannot resolve a Dispute, it may:
 - 1.6.1 Escalate the matter to the Chief Executives / Accountable Officers of each of the Parties in Dispute; or
 - 1.6.2 If all of the Parties in Dispute agree, select an independent facilitator to assist with resolving the Dispute; and the independent facilitator must:

- (i) be provided with any information he or she requests about the Dispute;
- (ii) assist the Parties in Dispute to work towards a consensus decision in respect of the Dispute;
- (iii) regulate his or her own procedure;
- (iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Business Days of the independent facilitator being appointed; and
- (v) have its costs and disbursements met by the Parties in Dispute.

1.7 If the independent facilitator cannot facilitate the resolution of the Dispute, the Dispute must be escalated to the Chief Executives / Accountable Officers of the Parties in Dispute.

1.8 The Chief Executives / Accountable Officers of the Parties in Dispute must deal proactively with any Dispute on a Best for Oldham basis in accordance with this Agreement so as to seek to resolve the Dispute.

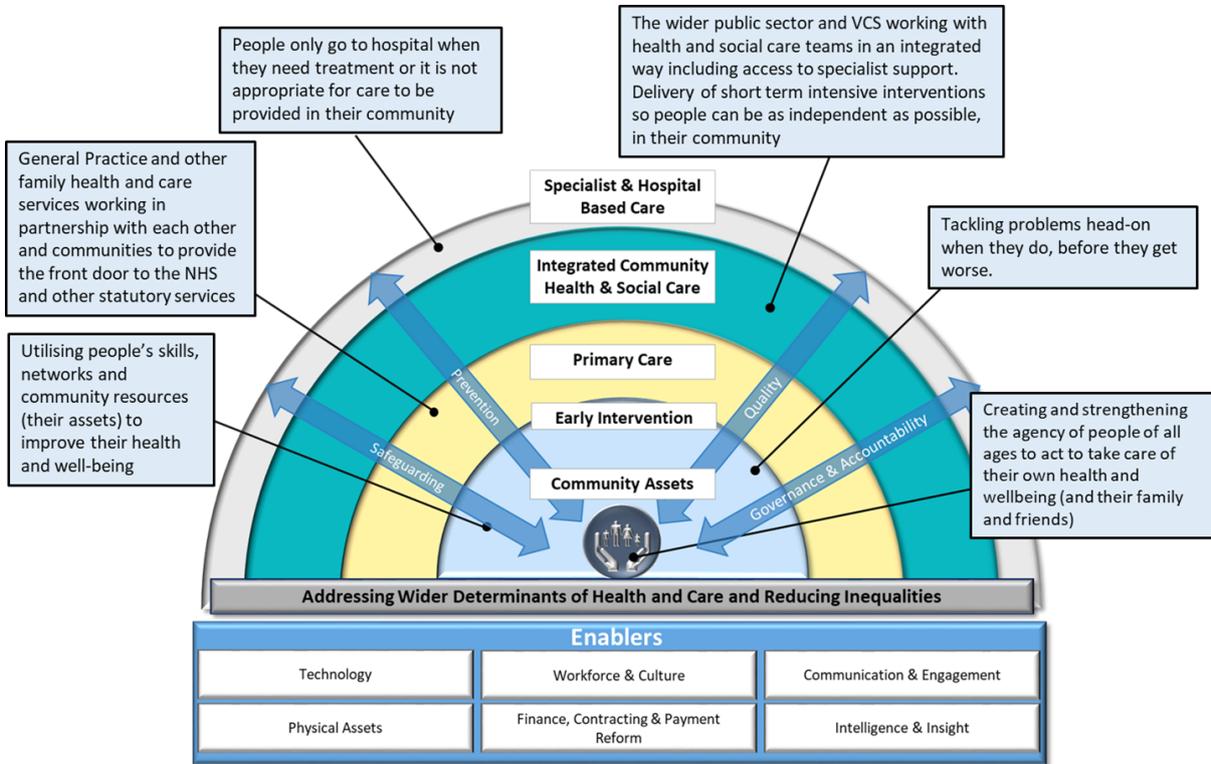
1.9 If, after taking the steps in paragraphs 1.6.1 or 1.8 of this Schedule 9, the Chief Executives / Accountable Officers of the Parties in Dispute are unable to resolve the Dispute then the Parties may decide to:

- (i) terminate this Agreement; or
- (ii) agree that the Dispute need not be resolved.

Schedule 10

SCOPE OF SERVICES

Oldham Cares Model of Care



Services

The attached spreadsheet sets the proposed in-scope Services. The development of the Scope of Services is a work in progress and further work will be completed by the Delivery Board at which point the Scope of Services will be amended in accordance with clause 21 (Variation Procedure).



Scope of services.xlsx

Schedule 11

RIGHTS AND OBLIGATIONS MEMBERS

Full Members

- 1.1 We agree that a Full Member shall (without limitation to the roles and responsibilities of the Parties):
- 1.1.1 play an active role in the plans for system transformation and place-based systems of health and care in Oldham;
 - 1.1.2 be entitled to attend and participate in decisions at meetings of the System Board (and We acknowledge that all such Parties and their representatives shall act within the decision making processes of their respective organisations and relevant delegated authority);
 - 1.1.3 be entitled to attend and participate in decisions at meetings of the Delivery Board;
 - 1.1.4 be a part of financial and risk sharing arrangements as referred to in the Financial Mechanism in Schedule 6; and
 - 1.1.5 commit to the Integration Principles at all times.

Associate Members

- 1.2 We agree that an Associate Member shall (without limitation to the roles and responsibilities of the Parties):
- 1.2.1 play an active role in the plans for system transformation and place-based systems of health and care in Oldham;
 - 1.2.2 be invited to attend and contribute to all meetings of the System Board but not participate in decisions at such meetings;
 - 1.2.3 be invited to attend and contribute to all meetings of the Delivery Board and all other meetings in the supporting governance structure. The Delivery Board Terms of Reference will confirm whether the Associate Member will participate in decisions of the Delivery Board;
 - 1.2.4 not be a part of financial and risk sharing arrangements as referred to the Financial Mechanism in Schedule 6 and;
 - 1.2.5 commit to the Integration Principles at all times.

Affiliate Members

- 1.3 We acknowledge that there are other relevant organisations that Oldham Cares will work with and who will have an important role to play in the design and delivery of services aimed at better achieving the Integration Objectives
- 1.4 We have therefore agreed an additional category of membership of Oldham Cares, namely “Affiliate Member”, which, at the time of the Commencement Date includes the following:
 - 1.4.1 The Clinical Directors of Oldham’s Primary Care Networks (on behalf of general practice within Oldham); and
 - 1.4.2 MioCare Group CIC (a wholly owned company of the Council);
- 1.5 Whilst an Affiliate Member is not a party to this Agreement they are third parties who share the Integration Principles.
- 1.6 We agree that Affiliate Members may be invited to attend relevant meetings of the supporting governance structure and/or any other groups tasked with service redesign, including relevant meetings of the System Board and/or the Delivery Board when proposals are discussed.
- 1.7 Other potential Affiliate Members could include the ambulance service; out of hours providers; other NHS Trusts and Clinical Commissioning Groups; Independent care and voluntary organisations; other District and Borough Councils; housing providers; and the Police and Fire Services.