



North East Essex
Clinical Commissioning Group

Mid Essex Clinical Commissioning Group West Essex Clinical Commissioning Group

North Essex Clinical Commissioning Groups

Compact for Collaborative working

(Post Authorisation Document A)

Version Number	Date	Contributors
1.11	19 Feb 2013	SH, DK, VS, JL, TC, CS
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This Agreement is dated 19th February 2013

1. Introduction

The current Health and Social Care Bill sets out a framework for the establishment of Clinical Commissioning Groups (CCGs) by April 2013. Within North Essex there are three emerging CCG's; West Essex, Mid Essex and North East Essex. The three CCGs have a strong history of working together under the predecessors Primary Care Trusts and more recently under the North Essex PCT Cluster. The CCGs share common agendas such as connections with Essex County Council, the emerging Essex Commissioning Support Unit (ECSU), joint commissioning for mental health services, shared patient pathways and clinical networks. All parties wish to work in an equal and collaborative partnership to ensure the sustainability of health systems.

This compact brings the three parties together to work in partnership to deliver common objectives and priorities and where appropriate to support each other to ensure that the needs and priorities of each health system are met in the most efficient and effective way

In working under the arrangements the parties

- (i) acknowledge that each CCG will operate as an independent statutory body (subject to authorisation) and
- (ii) acknowledge that the three communities have different social-economic /health diversity that will drive individual CCGs' objectives and priorities.
- (iii) acknowledge that whilst there will be common themes of population needs across the CCGs, collaboration will not be at the expense of meeting the needs of CCGs individual communities,

These issues will be made explicit in the arrangements for each individual service. Each collaborative arrangement will be set out in a Memorandum of Understanding relevant to that service, which will detail the specific arrangements for the service, any delegation of powers from the CCGs, responsibilities of the respective CCGs and the basis of any collaboration.

This compact sets out to formalise the arrangements between the three parties, such as the extent of collaboration , principles under which the CCGs will operate , sharing of any resource and approaches to any risk sharing arrangements.

The compact recognises that the CCGs are in development and further national guidance is expected and as a consequence the arrangements set out will need to be kept under review and amended as required.

This Agreement should be read and interpreted in accordance with Appendix F (*Definitions*), unless the context requires otherwise. In the event and to the extent only of any conflict between the clauses of the Compact for Collaborative Working and the Appendices, the clauses of this Compact shall prevail over the Appendices, unless the clauses expressly state otherwise.

2. Parties to the Compact

This agreement is between three clinical commissioning groups:

- West Essex Clinical Commissioning Group (WECCG) whose principal office is at Building 4, Spencer Close, St Margaret's Hospital, The Plain, Epping, Essex, CM16 6TN
- Mid Essex Clinical Commissioning Group (MECCG) whose principal office is at Swift House, Hedgerows Business Park, Colchester Road, Chelmsford, Essex, CM2 5PF
- North East Essex Clinical Commissioning Group (NEECCG) whose principal office is at Colchester Primary Care Centre, Turner Road, Colchester, Essex, CO4 5JR

Each CCG will operate as an independent statutory body as established under the Health and Social Care Act 2012 ("the 2012 Act"). They will be statutory bodies within their own rights which have the function of commissioning services for the purposes of the health service in England and are treated as NHS bodies for the purposes of the National Health Service Act 2006 ("the 2006 Act"). Each group operates in accordance with the terms of its own Constitution.

Collaboration at scale

The North Essex CCG design principles are outlined below. They recognise and reflect the optimum scale at which collaboration will be exercised taking in to account patient flows, the scope of strategic initiatives and the provider landscape from which North Essex CCGs will commission.

Due to patient flows and the shared functions provided by the Essex & Herts Commissioning Support Unit it is likely that collaborative arrangements will also need to be established with a number of external CCGs to North Essex. These include

- South Essex CCGs
- Cambridge CCG
- Hertfordshire East& North CCG
- Waltham Forest CCG
- Suffolk CCG

3. Purpose

Each CCG recognises the benefits of working collaboratively in order to ensure sustainable health systems for the benefit of the populations they serve:

To facilitate effective engagement with:

- Health and Social Care providers who serve respective populations;
- Health and Wellbeing Board
- Essex NHS Commissioning Board; and
- Essex Commissioning Support Unit.

To drive improvements in quality, performance and efficiencies through;

- Developing and adopting common and consistent approaches to the development of evidenced based pathways (QIPP), service integration and joint commissioning where appropriate;
- Developing and adopting common and consistent approaches to contract and performance management with common/shared providers;
- Empowering CCGs to act on behalf of others where there is formal agreement to do so; and
- Exercising group leverage with providers and other stakeholders.

To maintain resilience and effective risk management across the systems including;

- managing financial risks;
- managing regulatory and legal change;
- adopting a common approach to the management of commissioning support arrangements;
- sharing of scarce resources and expertise including hosting arrangements for shared services); and
- business continuity arrangements

To develop effective decision making frameworks that promote efficiency and allow for delegation from CCG Boards

4. Principles and Values

The key principles that will underpin partnerships working between the parties include:

- Recognising and accepting the need for collaborative working ensuring commitment and ownership from all partners
- Engagement at all levels in the respective organisations built on mutual trust and respect that comes from open, honest and constructive dialogue
- Ensuring clarity of purpose of the agreed collaborative relationship/arrangements
- Ensuring communication is open, honest, timely and transparent
- A commitment to deliver to agreed timescales
- Ensuring a no surprise culture through early discussion of emerging issues
- A strong focus on quality of service provision and outcomes which keeps patients and the needs of the local population at the centre of activities
- A commitment to a singular approach with shared providers
- When acting on behalf of partners ensuring a consistent approach and or benefits obtained for all partners i.e. same standard of information and negotiated contract terms
- A collaborative approach to working that reflects local variation recognising variability in levels of need and resources.
- To build and maintain a mutually strong reputation
- Working for the benefit of the collective body and not the individual on agreed collaborative arrangements
- Seeking to reduce health inequalities within and across CCGs
- Fair and explicit arrangements to contribute to overhead costs where a CCG takes on a lead responsibility of behalf of other CCGs

- A commitment to follow a defined arbitration process where resolution between CCGs cannot be agreed
- Impact assessments to identify any negative impact on a service provision or inequalities of the commissioning process

5. Accountability, Roles and Responsibilities

The Accountable Officers and Chairs of the West Essex, Mid Essex and North East Essex CCGs are responsible for this Compact and its implementation within the respective organisations.

The delivery of the objectives of the Compact will be managed by the North Essex CCG Executive. The Terms of Reference for this group are attached as Appendix A.

The explicit roles and responsibilities of the Host and Associate CCGs and the extent of the collaboration will be set out within the Memorandum of Understanding (MOU) for each individual service.

The MOUs will be supported by a Service Level Agreement and a Financial Summary establishing the formal collaborative working arrangements between the three CCGs. See Appendix B

Similar detail is set out for collaborative commissioning and contracting arrangements for clinical services in Appendix C.

6. Conflicts of Interest

The Compact and the NHS North Essex CCG Executive will operate a register of interests to record any potential conflicts of interest. All members shall be required to declare any interest at the start of every meeting in accordance with the Host Chair's conflict of interest policy.

The North Essex CCGs Executive shall report potential breaches of the conflicts of interest policy to the CCG governing bodies.

7. Period of Agreement

This Compact shall take effect on 01/04/2013 until 31/03/2014. At the end of the first 6 months, the Compact Agreement will be subject to a formal review. The NE CCG exec will work in shadow format prior to the formal commencement

8. Expiry and Termination and period of review of the Compact

This agreement will be reviewed annually.

- 8.1 Any party may terminate membership of the Compact by giving not less than 6 months' notice in writing to the other CCGs. Letter correspondence or electronic email from the Chief Officer of the CCG shall constitute Notice in writing. This notice shall include reasons as to why the agreement is to be terminated, and an impact assessment on the consequences for the remaining participants will be prepared
- 8.2 The consequences of termination for individual hosted services will be as per the individual service MOU set out in Appendix B.
- 8.3 In accordance with the principle set out in clause 1, regarding any conflict between the terms of this Compact for Collaborative Working and the respective Appendices; the following terms shall survive the expiry or termination of the main Compact for Collaborative Working:-
- 8.3.1 Appendix A (Terms of Reference for the North Essex CCG Executive)
 - 8.3.2 Appendix B (Memorandums of Understanding)
 - 8.3.3 Appendix C (Contracting and Commissioning Arrangements)
- 8.4 For the avoidance of doubt, in the event that the Compact for Collaborative Working should be terminated in whole or in part, the areas listed in 8.3.1, 8.3.2 and 8.3.3 shall not automatically be terminated and specifically the MOUs in Appendix B shall be subject to their own terms and conditions in regards to termination.

9. Governance

Each CCG operates under its own governance arrangements as specified in respective Constitutions and Corporate Governance Manuals.

The CCGs have agreed the establishment of a North Essex Collaborative Executive which will recommend to each participating CCG Board, or Operational Executive Committee as appropriate; opportunities or projects where the delegation of authority will lead to increased efficiency and effectiveness. Such agreements will be appended to the compact.

For areas where there is no delegated responsibility, members of the group will have oversight of individual arrangements and will be responsible for recommending to each CCG the annual work plan and budgetary commitment and for ensuring that all relevant documentation is signed.

9.1 Assumptions

The following assumptions shall be made in regards to this Compact and the way in which it shall operate: -

In order to be taken forward, all proposals require the support of all members of the Collaborative Executive

All CCGs will abide by the values enshrined in the NHS constitution, including working with colleagues with respect and dignity.

Members represent the registered and non-registered populations relating to their CCG.

Members share the common objective of improving health and health services for the population served by each CCG, within the resources available.

Any service changes resulting from collaborative activities will be subject to existing policies and frameworks (eg. Public consultation).

The lead in joint commissioning has responsibility to engage all stakeholders during the commissioning process (e.g. County Council). This may be supported by a single interface such as the commissioning support Unit (CSU) or by a nominated CCG acting as Co-ordinating Commissioner. This role as lead or Co-ordinating Commissioner may apply to a specific clinical contract or to a broad area of service delivery, such as Mental Health or to a common duty, such as Health and Safety.

The lead or co-ordinating commissioners have the responsibility to engage all stakeholders through the whole commissioning process from the development of strategy to contract management and will ensure that effective processes are established to facilitate system engagement.

As the CCGs are still under development it is recognised that the details in this compact may be subject to change. It is envisaged that as the collaboration between the CCGs mature this may lead to the development of collaborative decision-making groups, with delegated authority to act on behalf of the CCGs.

9.2 External Activities

To avoid doubt, any Party may at any time outside the scope of the Collaborative, enter into contracts for commissioning of services or products other than the Services, whether from a single or many providers.

10. Management of Services covered by this Compact

The services or arrangements covered by this compact will be managed in accordance with the details expressed in the individual Memorandum of Understanding. Each collaborative service will establish KPIs and a reporting format, and the North Essex CCGs Executive will review progress against milestones and exception reports at its monthly meetings. The frequency of those reports will be determined by the North Essex CCGs Executive.

Hosted services will be underpinned by a separate document detailing management arrangement, service levels, financial commitment, indemnity and liability arrangements

and how variations and exceptional circumstances will be managed. This is attached in Appendix B.

11. Role of the Host CCG

The following CCGs have been designated, by agreement, as the Host CCG for the following areas:-

Host CCG	Service Area
NHS Mid Essex CCG	Infection Prevention & Control Team Emergency Resilience and Planning
NHS West Essex CCG	Safeguarding Children

Hosting arrangements are expected to operate for a minimum of 12 months. In exceptional circumstances, the Host CCG may be able to step down as Host by agreement with the other CCGs that are a party to this Compact. However the Host CCG shall be required to provide a minimum of 6 months written notice to the other member CCGs should it no longer wish to fulfil the responsibilities of Host CCG. In these circumstances the members/ parties of the Compact shall agree a successor Host CCG to replace the existing Host. The Host CCG will co-operate in a timely manner to secure any TUPE transfer of staff associated with the transfer of hosting arrangements to another organisation.

12. General responsibilities of the Host CCG and management of risk

The Host CCG for the individual areas where they have agreed to be the lead will provide administrative support to the other CCGs as part of this Collaboration, as per the individual MOUs.

The Host CCG will maintain sufficient financial detail to enable complete transparency regarding the utilisation of funding in respect of the hosted service. Where there is any overspend associated with this service due to an unanticipated event, then the projected costs will be reported to the North Essex Collaborative Executive and a decision taken on how that funding will be secured.

The calculation of pay and non-pay costs will be set out in the MOU or the Collaborative Contracting and Commissioning Agreement.

Where the Host CCG is the employer of staff they will remain responsible for the performance and development of such staff, and any associated employment matters relating to recruitment and termination in accordance with the Host CCG policies.

13. Indemnity

Each CCG undertakes to indemnify each other CCG against any liability, damages, costs, claims or proceedings to the extent arising out of or in connection with any direct breach or indirect breach by the indemnifying CCG or any employee of that CCG of any provision, or obligation under the main Compact Agreement and any specific collaborative contracts, the detail of which will be set out in the individual Agreement for that service.

For hosted services agreed under this Compact the specific indemnity arrangements will be set out in the individual MOU for that service area.

14. Variation

This Compact Agreement may not be varied unless a variation is agreed at the North Essex CCGs Executive and endorsed by the respective CCG governing bodies for adoption.

15. Joining Collaborative Activities

A new CCG may join a collaborative activity for a minimum of 12 months subject to the following processes:

- a) In the case of a CCG or CCGs joining a Collaborative Contracting arrangement, the process for joining such an Agreement is set out in Appendix C – Contracting and Commissioning Arrangements
- b) In the case of a CCG or CCGs joining a Hosted Service, the process for joining such an Agreement is set out in Appendix B- Memorandum of Understanding for Hosted Services, within the individual MOU for that service

In both cases where a CCG wants to leave a collaborative activity it shall be required to provide a minimum of 6 months written notice to the other member CCGs.

16. Withdrawing Services from the Compact

Early termination of hosted services and withdrawal of collaborative procurements will be underpinned by the individual MOU for the service lines and within the individual agreements outlining joint procurement exercise between the parties.

If a CCG withdraws or is excluded from the Compact that CCG shall:

- cease to have any rights or obligations under this Agreement after the date of its notice given under this clause
- shall be liable for any reasonable costs incurred by the other CCGs who are a party to this Compact, where the result of the CCG leaving the collaboration has caused a significant cost pressure for the remaining CCGs within the financial year.

17. Consequences of termination in whole or in part of the Agreement

Where the Compact Agreement is terminated in part, an Associate CCG shall cease to be a party to the Compact Agreement on the Effective Date or in accordance with the expiry of the notice period in clause 8. For the avoidance of doubt, the Compact Agreement shall continue in full force and effect as between the remaining parties notwithstanding any Associate CCG ceasing to be a party to the Compact Agreement in accordance with this clause.

18. Dispute Resolution for Services covered by the Compact

- 18.1 Where a dispute arises between the Parties out of or in connection with this Compact Agreement (a Dispute) the Parties shall first attempt to settle it by negotiation between the service leads.
- 18.2 Where the service leads fail to resolve the Dispute within 5 working days of the Dispute arising, the nominated managers shall escalate the Dispute to the CCG Chief Operating Officers (COO) within their respective organisations.
- 18.3 Where the COO's are unable to resolve the Dispute within 10 working days the matter shall be referred to the North Essex CCGs Executive for resolution. This starts the process of the "**Formal Negotiation Period**", which has duration of 15 working days.
- 18.4 The following members of the North Essex CCGs Executive shall be required to be present to hear any dispute arising under this Compact Agreement for the first 10 days of the Formal Negotiation Period: the Chief Operating Officers and the Chief Financial Officers but **not** Chief Clinical Officers/ Chief Officers.
- 18.5 For the first 10 working days the North Essex CCG's Executive shall negotiate the matter. If the parties in dispute are unable to settle the Dispute by negotiation by the North Essex CCGs Executive within this period; the matter shall be escalated to the Clinical Chief Officers/ Chief Officers for resolution, for a further negotiation period of 5 working days.
- 18.6 Where following the Formal Negotiation Period the parties are unable to resolve the Dispute within the 15 working day period as set out above, the parties shall refer the matter to an external, independent mediator appointed by the parties. The process of mediation shall be subject to the timescales for resolution as agreed with the mediator.
- 18.7 All costs for the mediation and adjudication shall be borne equally by each Party.

19. Risk Sharing

19.1 Risk Sharing For Hosted Services

The CCG members agree to indemnify the host CCG against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the host CCG arising out of or in connection with hosting the service.

The CCG members agree that no financial liability or risk should reside with the Host CCG by virtue of it being Host CCG, other than those resulting from the Host CCG's

- failure to apply best employment and management practice,
- negligence,
- recklessness or wilful misconduct

Any liabilities resulting from failures in employment practice will be the responsible of the host employer. Any liabilities relating to service change will be shared. Cost pressures will be reviewed on a case by case basis against the commissioned baseline and the allocation agreed.

19. Risk Sharing for Collaborative Contracting

The approach to risk sharing in respect of collaborative contracting arrangements is outlined in Appendix C of this Compact.

19. Risk Sharing for the CSU arrangements

The approach to risk sharing in respect of CSU arrangements between the parties shall be in regard to the shared liabilities in relation to clauses 15.5 to 15.7 of the signed SLA agreed with the Essex Commissioning Support Unit.

20. Intellectual Property

The parties intend that any intellectual property rights created in the course of the Collaborative Areas shall ultimately vest in the CCG(s) which created it.

Where any intellectual property right vests in any party in accordance with the intention set out above that party shall, upon request after establishment, grant an irrevocable licence to the CCGs to use that intellectual property for the purposes of the Collaborative Areas.

21. Key Relationships

CCGs are required to work with a number of key stakeholders both as individuals and collectively, these include:

Essex County Council

District Councils

Voluntary Sector Partners

PCT Cluster (time limited)/Essex Local Area Team of NHSCB

East and Midlands Regional NHSCB

NHSCB East Anglia LAT- Specialist Commissioning and Clinical Network and Senate hosts

Essex Commissioning Support Unit

Providers of Health Services

Member practices

Public and patient representative/forums

Healthwatch

Health Overview & Scrutiny Committee

Essex Health & Wellbeing Board

Local Medical Committee and other local representative committees

Members of Parliament

Media

Monitor

CQC

Higher Education

22. Counterparts

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

23. Governing Law

The formation, interpretation and operation of this Agreement shall be subject to English Law.

TERMS OF REFERENCE FOR NORTH ESSEX CCG EXECUTIVE

**NORTH ESSEX CCG COLLABORATIVE EXECUTIVE
TERMS OF REFERENCE**

PURPOSE

The role of the NE CCG Collaborative Executive is to enable the member CCGs to collaborate and make consistent recommendations to their respective CCG Boards in the areas of work that they agree.

ACCOUNTABILITY

The NE CCG COLLABORATIVE EXECUTIVE represents the interests of and its individual representatives are accountable to their respective CCGs:-

- Mid Essex CCG
- North East Essex CCG
- West Essex CCGs.

MEMBERSHIP

The composition of the membership of the NE CCG CE is as follows:

- Chief Clinical Officer/ Chief Officer, or nominated clinical representative, of each member CCG
- Chief Operational Officer, or nominated representative, of each member CCG
- Open invitation to CCG Chairs to attend or other CCG Board members as relevant to the agenda Other members, e.g. Public Health advisors, may be invited by the Chair.

CHAIR

The chair will rotate between CCG Chief Officers for a period of 6 months each. A nominated Deputy will also be appointed who will act in the absence of the Chair.

QUORUM

The quorum for meetings of the NE CCG CE shall be:

- One member from each CCG, with authority to act on behalf of the CCG
- At least one other representative of each CCG

SUB-COMMITTEES

The NE CCG Collaborative Executive may establish sub-committees, including task and finish working groups as necessary and such other committees as required from time to time and as agreed by CCG Boards:

THE ROLE OF THE NE CCG COLLABORATIVE EXECUTIVE

The NE CCG Collaborative Executive will include, but is not limited to:

- Formal collaborative commissioning arrangements
- Collaborative procurements
- Provider and market development
- Influencing development of the wider health and social care system
- Efficient use of CCG resources e.g. lead responsibilities, financial risk share
- Development and oversight of hosting arrangements
- Strategic planning co-ordination, complementary to planning within local systems
- Integrated Commissioning and implementation of the Essex Community Budget pilot.
- Periodic review of a collaborative commissioning arrangements
- Collaboration and sharing best practice on QIPP
- Support the authorisation and on-going effective working of the member CCGs.
- Mutual support and aid in organisational development

The NE CCG Collaborative Executive will seek to achieve similar benefits by coordinating work with the NCB LAT on specialised commissioning and primary care commissioning, to ensure consistency of pathway interfaces and avoid duplication of effort.

- Development and adoption of service redesign and best clinical practice across the area – which may include the continuation or establishment of local clinical networks in addition to those nationally established
- Representation and contribution to clinical networks and research and development.
- Engagement with NCB LATs on the interface between CCGs' remits, specialised commissioning and primary care commissioning
- Work with NCB LATs on the outcome and implication of national or regional service reviews
- Work with the NCB LAT on system management and resilience

The NE CCG Collaborative Executive will seek to achieve similar benefits by coordinating work with the ECC Health and Wellbeing team on public health matters and the interface with community commissioning, to ensure consistency of pathway

interfaces where relevant and avoid duplication of effort.

REPRESENTING MEMBERS

The NE CCG COLLABORATIVE EXECUTIVE will:

Contribute to understanding of the work of NE CCG Collaborative Executive by feeding back and seeking the views of the CCG stakeholder organisations who appoint members of the committee.

Act as ambassadors in order to raise the profile of the CCGs work with the public and other stakeholders.

Seek the views of stakeholders and feedback relevant information to the CCGs as appropriate.

DECISION MAKING AND DELEGATED AUTHORITY

The NE CCG Collaborative Executive has no delegated authority as a committee, but will act within the delegated authority each member holds, as set out in each CCG's scheme of reservation and delegation, except where delegated powers have been agreed for a specific project.

Where CCGs have delegated powers in respect of hosted services, projects or collaborative procurements, the NE CCG Collaborative Executive will collectively review the performance or progress of that service/project and agree any matters that should be referred to their respective governing body.

In order to be taken forward, all proposals require the support of all members of the Collaborative Executive

Proposals requiring the commitment of resources or raising significant issues will be subject to the relevant CCG governance process

COLLECTIVE EVALUATION OF PERFORMANCE

The NE CCG Collaborative Executive will commission an annual review of its effectiveness and efficiency in the discharge of its responsibilities and achievement of objectives.

FREQUENCY OF MEETINGS

The NE CCG Collaborative Executive will meet monthly.

ADMINISTERING AND SERVICING THE COLLABORATIVE EXECUTIVE

The CCGs agree to support service arrangements for the group that offers a cost efficient service and that ensures continuity with a rotating chair arrangement.

MINUTES

Minutes of the meeting will be circulated promptly to all members as soon as reasonably practical. The target date for issues is 5 working days from the date of the meeting. Minutes will be formally noted at each CCG Board meeting and will be made publically available on each CCG website.

REVIEW

The NE CCG Collaborative Executive will review these terms of reference in June 2013 and March 2014 and thereafter annually.

During the first two years following the implementation of this Compact, the Host Chair will be responsible for reviewing the Compact at the point when they take up the Chair ie the Compact will be reviewed every 6 months. From year three onwards, the Host Chair will be responsible for reviewing annually.

MEMORANDUM OF UNDERSTANDING FOR HOSTING ARRANGEMENTS

- 1. SAFEGUARDING ADULTS SAFEGUARDING CHILDREN**
- 2. INFECTION PREVENTION & CONTROL TEAM**
- 3. EMERGENCY RESILIENCE AND PLANNING**
- 4. HEALTH AND SAFETY**

The MOUs for the above services will be drafted on the basis of the template below



MOU template with
guidance v2 CLEAN.d

CONTRACTING AND COMMISSIONING ARRANGEMENTS

Collaborative Contracting and Commissioning Agreements have been agreed using the template below. This document is still under review as DH guidance develops.



Draft North Essex
Collaboration Agreem

CCG DEVELOPMENT PROPOSALS (AS AT 11/01/2013)

DEVELOPMENT AREA/ COLLABORATIVE TASK	CO-ORDINATING CCG	EXPECTED INITIAL OUTCOME	TIMESCALE
MENTAL HEALTH SERVICE DEVELOPMENT	NORTH EAST	Clear framing and articulation of strategy for delivery of service and market testing	Board sign off September 2013 for commissioning intentions
LEARNING DISABILITY	WEST	Development and implementation of transition plan and development of market testing approach	Board sign off September 2013 for commissioning intentions
CAMHS	MID	Development and implementation of transition plan and development of market testing approach	Board sign off September 2013 for commissioning intentions
AMBULANCE SERVICES	TBC	Assessment of options for commissioning and contract management on an Essex basis	TBC
CONTINUING HEALTH CARE	TBC	Agreed approach with CSU for ensuring contractual compliance, quality monitoring standards and delivery of QIPP efficiencies	TBC
HEALTH AND SAFETY	NORTH EAST	Consistent approach to policy review and training/implementation	Policies to be in place for 1/4/2013
RESEARCH AND DEVELOPMENT	NORTH EAST	Consistent and co-ordinated approach to working with CLRN and other external groups	TBC
COLLABORATIVE PROCUREMENT FORUM	NORTH EAST	Progression of co-ordinated approach to contractual relationship and future development	Review position in July 2013
CLINICAL PRIORITIES POLICY REVIEW AND DEVELOPMENT	TBC	Agreed approach to the review and approval of this key policy across North Essex	Review position in May 2013

DEFINITIONS

Agreement	means this Collaborative Agreement
CCG	a Clinical Commissioning Group
Collaborative	The Collaborative commissioning group formed by the Parties under this Agreement
Collaborative Commissioning	The collaborative approach to commissioning undertaken by a group of Clinical Commissioning Groups
Collaborative Contracting	The collaborative approach to contracting undertaken by a group of Clinical Commissioning Groups as set out in Appendix C
Collaborative Executive (North Essex)	the group of the Collaborative established by the Parties as described in clause 9 and Appendix A of this Agreement
Commissioning Contracts	The contract or contracts entered into or to be entered into by the Parties to this Agreement and a provider or providers of NHS funded services, details of which are set out in Appendix C as varied or extended in accordance with its or their terms
Commissioning Support Unit /CSU	The body that has been appointed by all of the Parties through a separate services contract to support the Collaborative Executive with the delivery of its functions under this Agreement
Co-ordinating Commissioner	The CCG nominated to lead in the development of commissioning strategies or management of functions which affect all CCGs. The role will include setting up and supporting cross system meetings .
Email	Means a communication by electronic mail
Host CCG	Means the CCG that has agreed to lead the delivery of a service on behalf of the other CCGs that are a Party to this Agreement, with the agreement of the Collaborative
Hosting Arrangement	Means the approach taken by the Collaborative to lead the delivery of a service area on behalf of the other CCGs that are a party to this Agreement
Indemnity arrangement	Means either a <ul style="list-style-type: none"> - Policy of insurance - An arrangement made for the purposes of indemnifying a person or organisation; or - A combination of a policy insurance and an arrangement made for the purposes of indemnifying a person or organisation
Member	Means any Person or persons who is/ are a member of one of the CCGs that is a Party to this Collaborative/ Agreement
Memorandum of understanding/ MOU	Means the multilateral agreement between the Parties of this Collaborative, which expresses a convergence of will between the Parties, indicating an intended common line of action, as per Appendix B of this Agreement
NHS Commissioning Board/NHSCB	the body so called set under the Health and Social Care Act 2012
Parties	Means the CCGs whose names appear in clause 2 of this Agreement

Provider	The provider of the Services under each Commissioning Contract
Risk Sharing	Shall have the meaning given to it as set out in clause 19 of this Agreement and as per the specific terms set out in the specific MOU for that service
Services	The services commissioned under each Commissioning Contract

SIGNATURES

For the Period 1 January 2013 – 31 December 2013/March 2014

We, the undersigned, agree to the delegation of duties as detailed in the Compact Agreement and agree to the Host CCG arrangements as detailed in Appendix B.

Signed on behalf of NHS Mid Essex CCG

Signed :  _____

Name : JAMES ROACH

Designation : ACCOUNTABLE OFFICER

Date : 13th February 2013

Signed on behalf of NHS North East Essex CCG:

Signed :  _____

Name : Dr S GORDON

Designation : Chief Officer

Date : 18/2/2013

Signed on behalf of NHS West Essex CCG:

Signed :  _____

Name : Clare Morris

Designation : Chief Officer Designate

Date : 18th February 2013

Acknowledgments

Lincolnshire Clinical Commissioning Groups

NHS Clinical Commissioning Groups in South Yorkshire and Bassetlaw

South East London Clinical Commissioning Groups

NHS National Commissioning Board