

**Southend, Essex and Thurrock**

**Collaborative Commissioning  
Agreement**

**For Children and Young  
People's  
Emotional Wellbeing and Mental  
Health Service**

[Based on the NHS England Model Template Single Contract Option Revised version

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**This Agreement is dated 1<sup>st</sup> July 2014**

**Between**

**CASTLE POINT & ROCHFORD CLINICAL COMMISSIONING GROUP**

**1st floor, Phoenix Place  
Christopher Martin Road  
Basildon  
Essex, SS14 3HG**

**MID ESSEX CLINICAL COMMISSIONING GROUP**

**Swift House  
Hedgerows Business Park  
Colchester Road  
Chelmsford  
Essex, CM2 5PF**

**NORTH EAST ESSEX CLINICAL COMMISSIONING GROUP**

**Primary Care Centre  
Turner Road  
Colchester  
Essex, CO4 5JR**

**WEST ESSEX CLINICAL COMMISSIONING GROUP**

**Building 4, Spencer Close  
St. Margaret's Hospital  
The Plain  
Epping  
Essex, CM16 6TN**

**BASILDON & BRENTWOOD CLINICAL COMMISSIONING GROUP**

**Phoenix Court  
Christopher Martin Road  
Basildon  
Essex, SS14 3HG**

**SOUTHEND CLINICAL COMMISSIONING GROUP**

**FREEPOST RTBZ-GAKR-AECG  
Suffolk House  
102-104 Baxter Avenue  
Southend on sea, SS2 6HZ**

**THURROCK CLINICAL COMMISSIONING GROUP**

**Civic Offices  
2nd Floor  
New Road  
Grays, RM17 6SL**

**ESSEX COUNTY COUNCIL**

**County Hall  
Market Road  
Chelmsford  
Essex, CM1 1QH**

**SOUTHEND-ON-SEA BOROUGH COUNCIL**  
Civic Centre  
Victoria Avenue  
Southend-on-Sea  
Essex, SS2 6ER

**THURROCK BOROUGH COUNCIL**  
Thurrock Council Civic Offices  
New Road  
Grays  
Essex, RM17 6SL

## **Background**

Each of the Commissioners is responsible, and shall remain responsible, for the performance and exercise of its statutory duties and functions for commissioning NHS or Local Authority funded services to meet the needs of its population.

The Commissioners wish to enter into a collaborative commissioning arrangement to jointly commission the Children & Young People Emotional Wellbeing and Mental Health Service (otherwise known as Child and Adolescent Mental Health) and manage the Commissioning Contract. This Agreement sets out the terms under which Commissioners intend to collaborate in assessing the need for the Services, and to work together in developing, procuring, negotiating and signing the Commissioning Contract and managing the Commissioning Contract throughout its term.

**This Agreement does not delegate any NHS statutory functions to the Local Authorities or vice versa.**

This Agreement sets out responsibilities and arrangements for the joint commissioning by partners.

## **It is agreed:**

### **1 Purpose and commencement, duration, status of this Agreement**

- 1.1 The Commissioners will join resources and commence a joint procurement process for a preferred provider for the redesigned Children and Young People Emotional Wellbeing and Mental Health Service as set out in the agreed Service Model and Specification. One contract jointly agreed by all partners will be implemented with the preferred provider and there will be one joint contract management process. There will be one payment arrangement for the provider.
- 1.2 The Lead Commissioner and details of the method of managing the joined up finances will be agreed by all partners in time for the new contract. Any further agreements required to set out the financial management methods will also be developed, agreed and signed in time for the new contract to commence.

- 1.3 This Agreement comes into effect on the date that it is executed by all of the Commissioners, and, unless terminated earlier, will expire on the expiry of the Commissioning Contract.
- 1.4 The Contract will be for 3 years from the start date plus two additional one year extensions subject to agreement and satisfactory performance.
- 1.5 If there is any conflict between the terms of this Agreement and the terms of the Commissioning Contract, the terms of the Commissioning Contract will prevail.
- 1.6 If the Commissioning Contract is varied, this Agreement will, to the extent necessary, be interpreted as including whatever variation may be necessary to make this Agreement consistent with the Commissioning Contract.

## **2 Principles of the Collaborative**

- 2.1 In performing their respective obligations under this Agreement and the Commissioning Contract, the Commissioners must:
  - 2.1.1 at all times act in good faith towards each other;
  - 2.1.2 act in a timely manner;
  - 2.1.3 share information and best practice, and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
  - 2.1.4 at all times, observe relevant statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information; and
  - 2.1.5 have regard to the needs and views of all of the Commissioners, irrespective of the size of any of the respective Holdings of the Commissioners and as far as is reasonably practicable take such needs and views into account.
  - 2.1.6 Share risks, gains, costs and procurement and contract management costs on the basis of the proportion of resources contributed to the total contract value provided plans and costs are discussed and agreed with all parties first.

## **3 Functions of the Collaborative**

- 3.1 The function of the Collaborative is to act collaboratively in the planning, securing and monitoring of the Services, and in particular, with respect to the Commissioning Plans and Contract, to:
  - 3.1.1 plan services to meet the health and wellbeing needs of the local population in accordance with the Commissioners' respective commissioning intentions and ambitions;
  - 3.1.2 agree the range of Services needed, procure them and negotiate the Commissioning Contract;
  - 3.1.3 manage the Commissioning Contract, including in respect of quality standards, observance of service specifications, and monitoring of activity and finance, so as to obtain best performance, quality and value from the Services by assessing

quality and outcomes (including clinical effectiveness, patient experience and patient safety);

3.1.4 manage variations to the Commissioning Contract or Services in accordance with national policy, service user needs, local needs analysis and clinical developments; and

3.1.5 conduct market management and service design.

## **4 Roles and responsibilities**

4.1 The roles and responsibilities of the Commissioners in relation to the Commissioning and Contract process and the functions of the Collaborative are set out in Schedule 3.

4.2 The Commissioners have engaged or intend to engage one or more commissioning support organisations to assist and support them in the performance of their roles and responsibilities. Details of each clinical support organisation, the agreements under which they have been or are to be appointed, and their respective roles and responsibilities are set out in Schedule 3, table 1.

## **5 Obligations of each Commissioner**

5.1 Each Commissioner remains responsible for:

5.1.1 performing and exercising its statutory duties and functions for the commissioning of health and wellbeing services to meet the reasonable requirements of those service users for which it is responsible;

5.1.2 making decisions relating to its policy, for committing commissioning resources and for making commissioning decisions for its health and Local Authority economy; and

5.1.3 liabilities arising as a result of the exercise of its functions.

5.2 Each Commissioner will be separately and solely responsible for payment of its agreed resource to the agreed Lead Commissioner, in respect of the Services attributed to that Commissioner, in accordance with:

5.2.1 the amount of Activity apportioned or attributed to that Commissioner, in accordance with the Prices and specifications agreed under the Commissioning Contract; and

5.2.2 applicable guidance relating to the responsible commissioner, including “Who Pays?” Guidance.

## **6 Collaborative Forum**

6.1 Each Commissioner must:

6.1.1 appoint its representative member(s) to the Collaborative Forum and any sub groups;

6.1.2 appoint one of its representative members to give and receive notices and other communications for the purposes of the Collaborative Forum;

- 6.1.3 respond promptly to all requests for, and promptly offer, information or proposals relevant to the operation of the Collaborative Forum and sub groups; and
- 6.1.4 agree as appropriate arrangements to approve or respond to any proposed Lead Commissioner Action in accordance with clause 9 below.

***Collaborative Forum functions and membership***

- 6.2 The Collaborative Forum is the arrangement established by agreement of the Commissioners as the focus for discussion of matters relating to the Commissioning and Contract process and the pursuit of the objectives and performance of the function of the Collaborative.
- 6.3 The membership of the Collaborative Forum will be one representative appointed by each of the Commissioners. Commissioners may agree that one person is the representative for several Commissioners and that more than one representative is required from some Commissioning organisations so that all functions are covered eg finance and legal. The period of the appointment of each member of the Collaborative Forum will be decided by the Commissioner appointing that representative.
- 6.4 The Collaborative Forum for the commissioning and procurement phase is known as the Emotional Wellbeing and Mental Health Redesign Project Board. The name of the Forum may be changed for the contract management phase by agreement of all Commissioners.
- 6.5 The functions of the EWMH Redesign Project Board are to:
  - 6.5.1 lead and direct the overall project, taking decisions on behalf of the partner organisations in order to facilitate timely and effective decision-making and enable plans to be progressed ready for final agreement by the relevant Board of each organisation.
  - 6.5.2 ensure appropriate reporting up to the Southend Success for all Children Group and Thurrock's Health and Wellbeing Boards and the Essex Health and Wellbeing Board via the Business Management Group.
  - 6.5.3 ensure key communication and information is feedback regularly to the 3 LAs and 7 CCGs with discussion with key Officers to obtain relevant sign off and agreement to proposals and plans as necessary.
  - 6.5.4 support and guide the EWMH Partnership Project Group/Team, ensuring that any obstacles to progress are identified and resolved at the earliest opportunity
  - 6.5.5 receive regular updates from the Project Group/Team leads and ensure the project plan is on track

6.6

***Chair (Lead Commissioner), Deputy Chair and Secretary***

- 6.7 The Collaborative Forum will from time to time appoint a Chair and Deputy Chair and a Secretary, and will determine their respective periods of office.
- 6.8 The initial incumbents of those roles in the EWMH Redesign Project Board are:
  - 6.8.1 Chair (Lead Commissioner) [Barbara Herts, Essex County Council]

6.8.2 Deputy Chair [Carol Anderson, Mid CCG]

6.8.3 Secretary [Victoria Mound, Essex County Council]

6.9 The Collaborative Forum may establish sub groups as it deems appropriate from time to time.

### **Meetings**

6.10 General meetings of the Collaborative Forum will be held monthly or as otherwise agreed by the Commissioners from time to time, and will be convened by the Secretary by at least 5 days' prior notice by e-mail to each member. If needed, General or Special meetings (as mentioned below) can be conducted virtually.

6.11 Special meetings of the Collaborative Forum may be called by any of the Commissioners by giving at least 48 hours notice by e-mail to each member in the following circumstances:

6.11.1 where that Commissioner has concerns relating to the safety and welfare of Service Users under the Commissioning Contract;

6.11.2 in response to a quality, performance or financial query by any Regulatory or Supervisory Body;

6.11.3 to convene a dispute resolution meeting under clause 21.2;

6.11.4 following suspension of any Service under clause 8.5; or

6.11.5 for the consideration of any matter which that Commissioner considers of sufficient urgency and importance that its consideration cannot wait until the date of the next general meeting.

6.12 The quorum for conducting a meeting of the Collaborative Forum is the attendance of 2 CCG representatives and 1 Local Authority representative on behalf of the 10 Commissioners, including the representative of the Lead Commissioner.

6.13 Other persons (for example, representatives of a clinical advisory group, patient group or Local Health Watch) may attend Collaborative Forum meetings by invitation of the Lead Commissioner.

## **7 Decision Making**

7.1 The Commissioners acknowledge that:

7.1.1 the Collaborative Forum has delegated responsibility to make decisions that bind the Commissioners for a number of areas which are to be agreed by the Commissioners. These are set out in Schedule 5. The Commissioner's representatives on the Collaborative Forum are responsible for ensuring the views they give are reflective of their organisations and are responsible for consulting appropriately across their organisation when necessary. The decisions taken on these areas by the Collaborative Forum must be upheld by all Commissioners,



- 7.1.2 the Collaborative Forum does not itself make binding decisions on behalf of the Commissioners in relation to their respective commissioning functions other than as outlined in 7.1.1 above and set out in Schedule 5;
  - 7.1.3 the Collaborative Forum may make recommendations to the Commissioners, which each Commissioner may adopt in accordance with its own constitution, and a recommendation of the Collaborative Forum will only be binding on a Commissioner to the extent it is accepted by that Commissioner;
  - 7.1.4 each Commissioner is responsible for making its own decisions, in relation to the Services and the Collaborative, in accordance with the terms of its constitution and its statutory duties;
  - 7.1.5 each Commissioner is responsible for ensuring that its representatives to the Collaborative have sufficient delegated authority, in accordance with that Commissioner's constitution, to act on behalf of that Commissioner within the remit of the Collaborative;
- 7.2 It is the intention that the Collaborative Forum will arrive at a consensus regarding the recommendations to be made to the Commissioners concerning the Services or the Commissioning Contract.
- 7.3 Where a consensus is not reached regarding a recommendation concerning the Services or the Commissioning Contract, a recommendation to be made to the Commissioners may be decided by simple majority vote of the Collaborative Forum. Any recommendation of the Collaborative Forum arrived at by majority vote will also contain reference to any minority views.
- 7.4 Any recommendations of the Collaborative Forum, whether arrived at by consensus or by majority vote, will be communicated to each Commissioner by its representative, and each Commissioner will take its own decision in respect of the recommendation.

## **8 *Lead Commissioner***

- 8.1 The Each Commissioner will agree the Lead Commissioner. The Lead Commissioner for the planning and procurement phase of the commissioning is Barbara Herts from Essex County Council as Chair of the EWMH Redesign Project Board. The Lead Commissioner for the contract phase will be agreed in time for the new contract. Each Commissioner appoints the Lead Commissioner to carry out the responsibilities in respect of the Commissioning Contract, as its agent, subject to the terms of this Agreement.
- 8.2 Commissioners acknowledge that, regarding those of its roles and responsibilities that relate to routine contract management, information and reporting, the Lead Commissioner may undertake those actions as reasonably required and in accordance with objectives and principles of this Agreement, but without further consultation with the Commissioners regarding routine contract management matters.
- 8.3 Where the Lead Commissioner proposes to take any actions under the Commissioning Contract that affect the commissioning strategy, procurement, commissioning responsibilities or decisions of the Commissioners, including actions relating to the variation, termination or suspension of the Services, Prices under the Commissioning

Contract or any other actions in respect of the Commissioning Contract that affect the statutory commissioning responsibilities of the Commissioners (such actions being **Lead Commissioner Actions**), the Lead Commissioner may (subject to clause 8.5) take that Lead Commissioner Action only after receiving the approval of each Commissioner in accordance with clause 9.

- 8.4 Each Commissioner appoints the Lead Commissioner as its agent to sign any variations to the Commissioning Contract on its behalf, but the Lead Commissioner may not sign any variation to the Commissioning Contract on behalf of the Commissioners except in accordance with clause 9.
- 8.5 If a Suspension Event occurs and the Lead Commissioner reasonably believes that it is necessary to suspend any Service in accordance with General Condition 16 of the Commissioning Contract with immediate effect, the Commissioners agree that the Lead Commissioner may take such immediate action in respect of any affected Service as the Lead Commissioner considers necessary, provided that the Lead Commissioner must promptly report the circumstances of the suspension to all affected Commissioners, and any affected Commissioner may call a meeting of the Collaborative Forum under clause 6.11 to discuss the suspension of the affected Service and to agree any further measures in respect of the Services.

## **9 Lead Commissioner Actions**

- 9.1 Where the Lead Commissioner intends to take any Lead Commissioner Action, the Lead Commissioner must (unless clause 8.5 applies) circulate details of the proposed Lead Commissioner Action (including, in the case of variations to the Commissioning Contract, the proposed variation) to all Commissioners in sufficient time to allow the prior approval of that action by the Commissioners under this clause 9.
- 9.2 The Lead Commissioner must inform all Commissioners, when circulating details of a proposed Lead Commissioner Action under clause 9.1, of the timescale required for a response by each Commissioner to the proposed Lead Commissioner Action, taking into account any timescales allocated to the relevant action under the Commissioning Contract.
- 9.3 Each Commissioner must respond in writing to the Lead Commissioner, within the timescale set by the Lead Commissioner under clause 9.2, either confirming that it agrees the proposed Lead Commissioner Action, or rejecting it.
- 9.4 Where:
  - 9.4.1 all Commissioners have confirmed their agreement to the proposed Lead Commissioner Action under clause 9.3; or
  - 9.4.2 no Commissioner (having duly received details of the proposed Lead Commissioner Action and notice of the required timescale from the Lead Commissioner under clauses 9.1 and 9.2 ) has rejected the proposal under clause 9.3,
  - 9.4.3 the Lead Commissioner will proceed to implement the Lead Commissioner Action (where appropriate, by signing the relevant variation, notice or other applicable documentation) on behalf of all Commissioners. Each Commissioner

acknowledges that in those circumstances the Lead Commissioner may implement the Lead Commissioner Action, and that it has authorised the Lead Commissioner to do so, either through express approval, or through refraining from exercising its ability to reject the proposed Lead Commissioner Action under clause 9.3.

- 9.5 Each Commissioner acknowledges that, in respect of its rights and obligations under the Commissioning Contract, it is bound by a variation to the Commissioning Contract or other Lead Commissioner Action implemented by the Lead Commissioner in accordance with this clause 9, whether or not it has given express approval to that action.
- 9.6 If the response of one or more Commissioners under clause 9.3 is that it rejects the proposed Lead Commissioner Action, the Lead Commissioner may not proceed to implement the Lead Commissioner Action, but must call a meeting of the Collaborative Forum to discuss the options in relation to the Commissioning Contract. If, as a result of that meeting, a modified Lead Commissioner Action is proposed, the process in this clause 9 will apply to that new proposal and any subsequent proposal until a consensus is reached. Where a consensus is not reached within a reasonable time, the Lead Commissioner may refer the issue to Dispute Resolution.

## **10 Record keeping**

- 10.1 The Lead Commissioner (or, if the Commissioners agree, another Commissioner) assisted by an agreed Secretary must keep notes of all proceedings and agreements of the Collaborative Forum and must circulate copies to all Commissioners (whether or not present or represented at the relevant meeting) by e-mail within two Operational Days after the end of the meeting to which they relate.
- 10.2 Copies of notes, discussions and recommendations of the Collaborative Forum meetings will be retained by the Secretary, with historic notes and records being passed to any new secretary on appointment.
- 10.3 The Commissioners acknowledge that records of the Collaborative Forum, as well as information relating to the Commissioning Contract and Services circulated within the Collaborative Forum, are confidential, and each Commissioner must treat such records and information as it would its own confidential information.

## **11 Information and reporting**

The Lead Commissioner or agreed Secretary must provide each of the other Commissioners with any information it receives from the Provider in accordance with the provisions of the Commissioning Contract prior to the next routine meeting of the Collaborative Forum.

## **12 Confidentiality**

- 12.1 The Partners shall:
- 12.1.1 keep confidential any information obtained in connection with this Agreement and personal data subject to the Data Protection Act; and

- 12.1.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of or damage to such personal data.
- 12.1.3 the Partners shall keep confidential any information acquired through their conduct of this Agreement and will take all reasonable steps to ensure that their employees do not divulge such information to a Third Party, without the express consent of all relevant Partners and the Service User (where relevant), except:
- 12.1.4 in accordance with the requirements for external audit;
- 12.1.5 where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law;
- 12.1.6 where such information is already in the public domain; or
- 12.1.7 where such information is obtained by a Third Party who is lawfully authorised to disclose such information.
- 12.1.8 The Partners will comply with the Information Sharing Protocol.

## **12 Costs and Resources**

- 13.1 Each Commissioner will agree their financial contribution for the Commissioned Service. This is given in Schedule 4 and will be set out in the Contract with the provider. The activity schedules for and reporting back by the provider will reflect the proportion of the total resource given by each Commissioning partner. Commissioner's contributions relevant to contract management and to this Agreement will be agreed between the Commissioners as part of the Collaborative governance and review process and will be set out in Schedule 4.
- 13.2 The Commissioners contributions will be composed of two elements: the risk share contribution and the non-risk share contribution. The risk share contribution is the general resource contributed to the total resource envelope budget for which the risk share policy will apply and is expected to form the vast majority of the budget (including the roll forward budget, demography, inflation and efficiency). The non-risk share contribution allows the Commissioners to separately or jointly invest or disinvest in exceptional, usually non-recurrent, changes where a knock-on impact on the risk share proportions would be inappropriate. This includes the Doorway contribution and expectations and any specific locality initiatives. It also includes additional individual non contracted activity which will be specifically funded by each CCG following discussion and agreement between the Lead Commissioner, provider and CCG.
- 13.3 All non-risk share items must be considered by and agreed by the Collaborative. Where a non-risk share contribution is recurrent it can become part of the standard risk share contribution in future years once successfully embedded. The non-risk share items will by their nature have specific and agreed financial and performance implications that can be measured in addition to the budget arrangements.
- 13.4 The contract and resource contribution will be for 3 years with two annual extensions thereafter. current year's risk share financial contributions will be used as a base line for building the following year's budget. This base line will be adjusted for issues emerging in the current year's monthly finance and performance reports. Inflation, national efficiency targets, general legislative changes, shared investments and shared disinvestments will be jointly funded according to the proportion of the total resource contributed. The impact of local demographic changes and any local efficiency targets will be locally funded and hence not part of the risk share, for each item the funding shall be split in the proportion to the adjusted current year risk share contribution or on another jointly agreed basis. Specific legislative changes and policy changes will be

separately funded. Commissioning partners need to understand and approve the integrated financial resourcing plan. The budget and the integrated plan will be reviewed and amended in the light of the results of closing the previous year's accounts. If this leads to a change in contributions this will be recorded as a variation to the Agreement.

## **14 Overspends**

- 14.1 The Commissioners shall use a block contract with the preferred provider with activity adjustment as necessary to ensure that there is no overspend on the contracted Service delivered by the provider. Commissioners shall use all reasonable endeavours to ensure that the costs associated with the Collaborative Forum functions and contract management pursuant to the terms of this Agreement can be met from the Financial Contributions made to the budget for those purposes in each Financial Year and do not result in an overspend.
- 14.2 The Lead Commissioner on behalf of the Collaborative Forum will continually monitor expenditure from the budget and If it appears that an overspend is emerging, will notify the Collaborative Forum as part of the monthly financial reporting procedure and identify the reasons for this.
- 14.3 Upon receipt of notification from the Lead Commissioner pursuant to Paragraph 2.2, the Collaborative Forum shall, taking full and proper account of the potential liabilities of each Commissioner for such overspend will agree how to manage the emerging overspend, including arrangements for ameliorating and preventing this and keeping the position under review. These arrangements will be implemented by the Lead Commissioner. The Commissioners and the Provider shall act in good faith and in a reasonable manner in agreeing the management of the budget so as to prevent any overspend.
- 14.4 Without prejudice to the obligations of the Lead Commissioner and the Partners pursuant to this Agreement, where at the end of any Financial Year or upon termination of the Agreement there has been an overspend in respect of the budget, the Lead Commissioner having taken into account the reasons will secure the agreement of the Commissioners to make such payments to the joint resource fund as shall be required to meet the gap at a level that reflects the allocation levels in Schedule 4 and any local non risk share responsibility.
- 14.5 In the event that agreement cannot be reached in respect of any matters referred to in this Section, the Partners shall follow the dispute procedure.

## **15 Underspends**

- 15.1 Whenever an underspend is projected in the joint resource fund for the service costs or the contract management costs during a Financial Year the underspend shall be retained as a contingency in the budget.
- 15.2 Where there is an underspend in the fund at the end of a Financial Year or upon termination of the Agreement the Commissioners shall identify the reasons for the underspend. The underspend shall be apportioned between the Commissioners in a just and equitable manner taking account of the circumstances and reasons for the underspend and the resource contribution levels from each Commissioner and the Lead Commissioner shall make such payments from the budget to the Commissioners to reflect this allocation.
- 15.3 Without prejudice to Paragraph 15.2, the Commissioners may agree to carry forward any underspend in relation to the joint resource fund provided that such carrying forward will be in accordance with any relevant statutory or other legal requirement or guidance.

## **16 Change in Law**

- 16.1 The Commissioners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.
- 16.2 On the occurrence of any Change in Law, the Commissioners shall agree in good faith the following in accordance with the provisions of the section on *Variation*:
- 16.2.1 any amendment required to this Agreement as a result of the Change in Law; and
- 16.2.2 any adjustment to the Financial Contribution to compensate for any increase or decrease (as the case may be) in the net cost of commissioning and delivery of the Service.

## **17 Force Majeure**

- 17.1 No Commissioner shall be entitled to bring a claim for a breach of obligations under this Agreement by any other Commissioner or incur any liability to any other Commissioner for any losses or damages incurred by that partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 17.2 On the occurrence of a Force Majeure Event, the Affected Commissioner shall notify the other Commissioners as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Commissioner and any action proposed to mitigate its effect.
- 17.3 As soon as practicable, following notification as detailed in Clause 17.2 above, the Commissioners shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 5.4 (*Force Majeure*) below, facilitate the continued performance of this Agreement.
- 17.4 The provisions pertaining to Force Majeure events by the provider shall be covered in the contract with the provider and each Commissioner will be responsible for the consequences of this in the proportion of their resource contribution.

## **18 Waiver**

- 18.1 No delay or neglect or forbearance on the part of one of the Commissioners in enforcing against the other Commissioners any term or clause of this Agreement shall either be or deemed to be a waiver or in any way prejudice any right of the Commissioners under this Agreement.

## **19 Indemnity**

- 19.1 Each Commissioner undertakes to indemnify each other Commissioner and the Lead Commissioner in the partnership against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses, whether arising in tort (including negligence) or as a result of default or breach of this Agreement or of the Commissioning Contract, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of the indemnifying Commissioner (or its employees, agents or sub-contractors), except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement or the Commissioning Contract, or applicable Law by the indemnified Commissioner or (or its employees, agents or sub-contractors). The amount of indemnity will be based on the organisations share of the investment as set out in Schedule 4.

- 19.2 The provisions pertaining to indemnity for the provider by the Commissioners shall be covered in the contract with the provider and each Commissioner will be responsible for this in the proportion of their resource contribution.

## **20 Notices**

- 20.1 Any notices given under this Agreement must be in writing and must be served by hand, post, or e-mail to the address for the Lead Commissioner.
- 20.2 Notices:
- 20.2.1 by post will be effective upon the earlier of actual receipt, or 5 Operational Days after mailing;
  - 20.2.2 by hand will be effective upon delivery;
  - 20.2.3 by e-mail will be effective when sent in legible form subject to no automated response being received.

## **21 Dispute resolution**

- 21.1 Where any dispute arises within the Collaborative Forum in connection with this Agreement, all Commissioners must use their best endeavours to resolve that dispute on an informal basis within the Collaborative Forum.
- 21.2 Where any dispute is not resolved under clause 21.1 on an informal basis, any Commissioner may convene an exceptional meeting of the Collaborative Forum to attempt to resolve the dispute.
- 21.3 If any dispute is not resolved under clause 21.2, it will be referred by the Secretary to the chief executives of the Commissioners, who will co-operate in good faith to resolve the dispute within 10 Operational Days of the referral.
- 21.4 Where any dispute is not resolved under clauses 21.1, 21.2 or 21.3, any Commissioner may refer the matter for mediation arranged by an independent third party to be appointed by the Lead Commissioner, and any agreement reached through mediation must be set out in writing and signed by the Commissioners.

## **22 Conflicts of interest**

- 22.1 Each Commissioner Representative of the Collaborative Forum must abide by all policies of its appointing Commissioner in relation to conflicts of interest.
- 22.2 Where any Commissioner representative of the Collaborative Forum has an actual or potential conflict of interest in relation to any matter under consideration by the Collaborative Forum, that representative must not participate in meetings (or parts of meetings) in which the relevant matter is discussed or participate in the decision of the Collaborative Forum to make a recommendation in relation to the relevant matter, but the relevant Commissioner may send an alternative representative to take the place of the conflicted representative in relation to that matter.

## **23 Joining or leaving the Collaborative**

### ***Joining***

23.1 Another organisation that becomes a Commissioner to the Commissioning Procurement or Contract process may join the Collaborative, subject to that organisation agreeing to be bound by the terms of this Agreement and contributing resource and subject to other Commissioners agreeing.

### ***Leaving***

23.2 Any of the Commissioning organisations may cease to be a party to this Agreement:

23.2.1 by giving not less than 12 months' written notice to the Chair and the Lead Commissioner given at the agreed breakpoints in the contract, namely at the end of the first 2 full years to expire at the end of the full 3 year period of the Contract and annually thereafter for a further 2 years.

23.2.2 Any of the Commissioning organisations may change their Commissioner Representative by giving the Chair and the Lead Commissioner 1 month's notice of the change and the name of their new representative.

23.3 If any Commissioner fails to provide its duly completed authority, or fails to sign the sign the Commissioning Agreement or Contract within any time limit set by agreement of the Commissioners, the Lead Commissioner may exclude that Commissioner from the Collaborative for that Contract Year. The Commissioning organisation will be required to maintain its financial contribution.

23.4 Where any Commissioning organisation leaves the Collaborative other than with due notice and in the times set out in paragraph 23.2.1, , that Commissioner will remain responsible for meeting its share of the service and contract management costs of the Collaborative in respect of the full 3 year period or annual extensions thereafter.

23.5 Where the Commissioning organisation has not paid its financial contribution within the agreed timescales and following follow-up, the Lead Commissioner will amend the contract with the provider such that no service activity is delivered within that area. The relevant Commissioning organisation will be held liable for any financial liabilities and there will be legal action taken by the Lead Commissioner if necessary to pursue this.

## **24 Variations to this Agreement**

24.1 Any variation to this Agreement will only be effective if it is made in writing and agreed and signed by all the Commissioners.

24.2 All agreed variations to this Agreement must be appended at Schedule 6.

## **25 Consequence of expiry or termination**

25.1 The Commissioners to this Agreement recognise their continuing responsibilities in relation the performance of functions and liabilities under this Agreement. This liability extends, insofar as is required beyond expiry of termination of this Agreement.

25.2 Termination or expiry of this Agreement does not affect any accrued rights or remedies under this Agreement or any other agreement between the Commissioners. Detailed termination clauses can be found in Section 26.



## **26 Termination**

### **26.1 Where:**

26.1.1 a Commissioner commits a material breach of any of its obligations hereunder which is not capable of remedy; or

a Commissioner commits a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied within 60 days after receipt of written notice from the Lead Commissioner,

any Commissioner may refer the matter to the Collaborative Forum which shall decide whether or not the partner in breach should continue to be a party to this Agreement in accordance with the provisions of this Agreement.

26.1.2 Where the Collaborative Forum decides, in accordance with Clause 26.1.1 above, that the Commissioner in breach shall no longer be a party to this Agreement, it shall give the Commissioner a minimum of three (3) Months' written notice and, with effect from the date on which such notice expires (or such later date as may be specified) this Agreement shall be terminated in respect of the Commissioner in breach and Clause 26.5 shall apply.

26.2 Any Commissioner may at any time by notice in writing to the other partners terminate this Agreement insofar as it relates to the Commissioner if:

26.2.1 as a result of any change in law or legislation it is unable to fulfil its obligations hereunder; or

26.2.2 the fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State or the Welsh Assembly Government issued after the date hereof; or

26.2.3 the fulfilment of its obligations hereunder would be ultra vires,

26.3 and the Partners are unable to agree a modification or variation to this Agreement so as to enable the Partner to fulfil its obligations in accordance with law and guidance. Any liabilities arising as a direct result of a termination under this Clause 26.3 shall be apportioned in accordance with Clause 26.5.

26.4 in the case of notice pursuant to Clause 26.1 , the date of termination shall be as specified in the notice having regard to the nature of the change or the guidance referred to in Clause 26 .2 as the case may be..

26.5 In the event that any one Commissioner terminates the Agreement in relation to itself or where notice has been served on a Commissioner under Clause 26.3 the Commissioner shall provide compensation to the joint resource fund for such losses or shortfalls incurred as a result of the termination as in section 27.

## **27 Effects of Termination**

27.1 For the avoidance of doubt in the event that this Agreement is terminated, the relevant Commissioner shall remain liable to pay the Financial Contributions as set out in Schedule 5 in respect of the period until the date of termination of the contract as set out in Section 23 and the Financial Contributions shall be used to pay for the Service commissioned under this Agreement for the remainder of the contracted period.

27.2 Any overpayment of contribution after allowing for all costs shall be reimbursed.

- 27.3 The Commissioners agree that they will work together and co-operate to ensure that upon expiry or early termination of this Agreement the winding down and disaggregation of the integrated service is carried out smoothly and with as little disruption as possible to individual Service Users, the Provider, the Commissioners and Third Parties, and the following provisions shall (unless agreed otherwise by the Partners) have effect:
- 27.3.1 ECC shall ensure the continued provision of the ECC Services;
  - 27.3.2 Thurrock shall ensure the continued provision of the Thurrock Services;
  - 27.3.3 the NHS Partners shall ensure the continued provision of their respective NHS Services;
  - 27.3.4 Southend shall ensure the continued provision of the Southend Service.
- 27.4 Expiry or early termination of this Agreement is without prejudice to the rights and remedies either Party may have against the other in respect of any breach of the terms of this Agreement.
- 27.5 The Commissioners shall use their best endeavours and act in good faith to agree a fair and reasonable apportionment for the distribution of any surplus or the payment of any deficit in the budget upon termination of this arrangement in line with the proportion of resource contribution.

## **28 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 the Commissioners, notwithstanding that all Commissioners are not signatories to the same counterpart.

## **29 Governing law**

This Agreement and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in all respects in accordance with the laws of England and subject to Clause 14 (Dispute Resolution), the Commissioners agree that the Courts of England shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute which may arise out of or in connection with this Agreement (including non-contractual disputes or claims) and the Commissioners irrevocably submit to the jurisdiction of those courts.

## **30 Exclusion of Partnership and Agency**

- 30.1 The Commissioners expressly agree that nothing in this Agreement in any way creates a legal partnership, a joint venture or a relationship of agency between them, and accordingly each partner does not have the authority to bind the other.
- 30.2 None of the Commissioners nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of any other partner, except where expressly permitted by this Agreement.

## **31 Assignment**

The Commissioners acknowledge that neither of them shall be entitled to assign or transfer in whole or any part their rights or obligations under this Agreement unless there is a statutory requirement to do so.

### **32 The Contracts (Rights of Third Parties Act) Act 1999**

The Contracts (Rights of Third Parties) Act 1999 has no application to this Agreement.

### **33 Prevention of Corruption / Quality Control**

The Commissioners shall have mutual policies and procedures to ensure that relevant controls assurance, probity and professional standards are met.

### **34 Complaints**

Complaints regarding the commissioned Services delivered by the Provider shall in the first instance be directed to the Lead Commissioner and if not resolved will be managed according to the Local Authority and National Health Services Complaints (England) Regulations 2009 and the Local Authority Social Services and National Health Service Complaints (England) (Amendment) Regulations 2009 as appropriate and this will include information to all Service Users and their carers or established representatives on how to complain, which will be made known at the point of commencement of assessment and after referral to the Services for any potential service or support.

### **35 Severance**

If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

**IN WITNESS OF WHICH the Commissioners have signed/sealed this Agreement on the date shown below**

**CASTLE POINT & ROCHFORD CLINICAL COMMISSIONING GROUP**  
Kevin McKenny Date

**MID ESSEX CLINICAL COMMISSIONING GROUP**

**Carolyn Rassoll** **Date**

**NORTH EAST ESSEX CLINICAL COMMISSIONING GROUP**  
**Sam Hepplewhite** **Date**

**BASILDON & BRENTWOOD CLINICAL COMMISSIONING GROUP**  
**Tom Abell** **Date**

**WEST ESSEX CLINICAL COMMISSIONING GROUP**  
**Clare Morris** **Date**

**SOUTHEND CLINICAL COMMISSIONING GROUP**  
**Melanie Craig** **Date**

**THURROCK CLINICAL COMMISSIONING GROUP**  
**Mandy Ansell** **Date**

**ESSEX COUNTY COUNCIL**  
**Barbara Herts** **Date**

**SOUTHEND-ON-SEA BOROUGH COUNCIL**  
**Mike Bennett** **Date**

**THURROCK BOROUGH COUNCIL**  
**Catherine Wilson** **Date**

## Schedule 1 Definitions and Interpretation

In this Agreement, unless the context otherwise requires:

Capitalised terms have the meanings as set out in the table below, and any capitalised terms not defined in that table are as defined in the Commissioning Contract.

A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.

The headings in this Agreement will not affect its interpretation

<b>Term</b>	<b>Meaning</b>
<b>CCG</b>	a Clinical Commissioning Group
<b>Chair and Deputy Chair</b>	the persons respectively appointed by the Collaborative Forum
<b>Change in Law</b>	the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the date of this Agreement
<b>Collaborative</b>	the collaborative commissioning group formed by the Commissioners under this Agreement
<b>Collaborative Forum</b>	the group of the Collaborative established by the Commissioners as described in clause 0 of this Agreement
<b>Commissioners</b>	the parties whose names appear at the head of this Agreement
<b>Commissioning Contract</b>	the contract entered into or to be entered into by the Commissioners to this Agreement and a provider of NHS-funded services, details of which are set out in 0, as varied and/or extended in accordance with its terms
<b>Confidential Information</b>	information whether or not of commercial value, in whatever form or medium, which has been kept confidential by the Partner from whom the information originates including information in relation to commercial or technical know-how, technology, information pertaining to that Partner's operations and strategies
<b>Contract Value</b>	the aggregate amount of the Expected Annual Contract Values for the Commissioning Contract.
<b>Lead Commissioner</b>	the Commissioner identified as such, in respect of the Commissioning Contract, in Table 1 of 0

<b>Term</b>	<b>Meaning</b>
<b>Lead Commissioner Action</b>	has the meaning given to it in clause 8.3
<b>Dispute Resolution</b>	the process agreed by the Commissioners and set out in clause 21
<b>E-mail</b>	a communication by electronic mail, marked with a 'read receipt'
<b>Financial Contribution</b>	the sum of money that Southend, Thurrock and each NHS Partner agrees to contribute in each Financial Year as its financial contribution to the cost of the provision of the Services commissioned by the Lead Commissioner in that Financial Year.
<b>Force Majeure Event</b>	<p>means one (1) or more of the following:</p> <ul style="list-style-type: none"> <li>(a) war, civil war (whether declared or undeclared), riot or armed conflict;</li> <li>(b) acts of terrorism;</li> <li>(c) acts of God;</li> <li>(d) fire or flood;</li> <li>(e) industrial action;</li> <li>(f) prevention from or hindrance in obtaining raw materials, energy or other supplies;</li> <li>(g) any form of contamination or virus outbreak at the premises;</li> <li>(h) national emergency; and</li> <li>(i) any other event</li> </ul> <p>in each case where such event is beyond the reasonable control of the Partner claiming relief</p>
<b>Holding</b>	in relation to each of the Commissioners, the percentage by value attributable to it of the estimated Actual Contract Value, calculated at the start of each Contract Year
<b>Provider</b>	the provider of the Services under the Commissioning Contract
<b>Secretary</b>	the person appointed by the Collaborative Forum to that function
<b>Services</b>	the services commissioned or to be commissioned under the Commissioning Contract
<b>Suspension Event</b>	an event stipulated in clause 6.9 of this Agreement

## Schedule 2 Commissioning Contract

<b>Provider name</b>	<b>Date of Contract</b> (to be completed once Contract entered into)	<b>Description of Services</b>	<b>Contract reference</b> (to be completed once Contract entered into)
TBC	1 <sup>st</sup> November 2015	Children and Young People Emotional Wellbeing and Mental Health Service	TBC

## **Schedule 3 Roles and responsibilities**

### **Part 1: Roles and Responsibilities of all Commissioners**

#### **1 Signing the Commissioning Contract and CSU appointment**

- 1.1 All Commissioners will sign the Commissioning Contract, for which each Commissioner acts as separate principal.
- 1.2 Where any Commissioner has appointed a CSU to act as its agent, in respect of any of its functions under a Commissioning Contract, that CSU may (subject to paragraph 1.2.3) carry out any of the roles attributed to that Commissioner in this Schedule 3, but each Commissioner acknowledges that:
  - 1.2.1 no CSU may be a signatory to the Commissioning Contract;
  - 1.2.2 each CSU acts as agent for the relevant Commissioner, and no powers are delegated by any Commissioner to the CSU in respect of the Services; and
  - 1.2.3 where the Commissioners, or any Commissioner, enters into an agreement with any CSU, the functions attributed to that CSU, and the CSU's authority to act on behalf of the relevant Commissioner or Commissioners, is as set out in that agreement.
- 1.3 Where any commissioning function or activity of a Commissioner is exercised by another Commissioner on its behalf, or where any commissioning function or activity is exercised jointly by the Commissioners, each Commissioner acknowledges that it retains statutory responsibility for those functions or activities.

#### **2 Actions of Each Commissioner under the Commissioning Contract**

Each Commissioner undertakes, on its own account in relation to the Commissioning Contract and to enable the Lead Commissioner to carry out its functions under 0 Part B, to carry out all actions required in relation to its rights and obligations under the Commissioning Procurement and Contract process in relation to its population, including:

- 2.1 modelling demand for the services, agreeing finances and indicative activity levels for inclusion in the Commissioning Contract, and monitoring actual Activity against indicative levels;
- 2.2 reviewing and, where appropriate, contesting reconciliation accounts received from the Lead Commissioner regarding the Provider and making payments to the Lead Commissioner for the Provider in respect of Activity allocated to that Commissioner, , in accordance with clause 5.2 above and the payment provisions of the Commissioning Contract;
- 2.3 where instructed by the Lead Commissioner, applying any financial adjustments or withholdings (and each Commissioner acknowledges that where so instructed by the Lead Commissioner, it will make any adjustments, deductions or withholdings in accordance with those instructions);



- 2.4 approving and paying or rejecting individual non contracted funding requests as recommended and assessed by the Lead Commissioner;
- 2.5 supporting the Lead Commissioner with managing local Service User complaints, and dealing with local Serious Untoward Incidents;
- 2.6 specifying as applicable any Prior Approval Schemes and, in respect of any Service Specification, applicable exclusion or acceptance criteria (where different from others under the Commissioning Contract);
- 2.7 agreeing plans for managing referrals; and
- 2.8 initiating Dispute Resolution, unless Dispute Resolution is initiated by the Lead Commissioner on behalf of all Commissioners.

**3 Actions in support of the Collaborative and the Lead Commissioner**

- 3.1 Each Commissioner undertakes:
  - 3.1.1 to nominate a Representative, with delegated authority to act on its behalf in relation to the Collaborative and the Services;
  - 3.1.2 To provide all relevant information to the Lead Commissioner promptly, so as:
    - 3.1.2.1 to enable the conduct of the pre-contract and post contract functions under Part B paragraph 2 below; and
    - 3.1.2.2 to assist the Lead Commissioner in the management of the Commissioning Contract.
- 3.2 Each Commissioner further undertakes to carry out any additional roles and responsibilities assigned to it as agreed by the Commissioners and set out in Schedule 6 of the Commissioning Contract and in Table 1 below.

**Part 2: Roles and Responsibilities of the Lead Commissioner**

**1 Roles and Responsibilities of the Lead Commissioner**

- 1.1 The Lead Commissioner undertakes to perform the roles and responsibilities allocated to the Lead Commissioner under the Commissioning Contract, including those set out in this Part 2 section.
- 1.2 The Lead Commissioner further undertakes to perform any additional roles and responsibilities assigned to it as agreed by the Commissioners and set out in Schedule 6 of the Commissioning Contract and in Table 1 below.

**2 Pre-contract functions<sup>1</sup>**

- 2.1 To lead preparations for all aspects of service redesign and procurement leading up to the signing of the Commissioning Contract, including, in respect of the Commissioning Contract:

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<sup>1</sup> Commissioners may need to amend this paragraph if it is agreed that a different Commissioner is to manage the pre-contract process

- 2.1.1 confirming the scope of the relevant Services, including as relevant requirements for activity, specifications, key outcomes, integrated service provision, and other deliverables under the Contract, and assessing the available provider market;
- 2.1.2 confirming any procurement strategy in line with applicable requirements, the nature of the services and the condition of the relevant provider market, and conducting any agreed procurement process;
- 2.1.3 negotiating the variable elements of the Contract with the provider, including:
  - 2.1.3.1 contract duration;
  - 2.1.3.2 Service Specifications;
  - 2.1.3.3 Expected Annual Contract Values;
  - 2.1.3.4 Quality Requirements and Quality Incentive Scheme Indicators; and
  - 2.1.3.5 Local Prices.

### **3 Management of the Commissioning Contract**

During the term of the Commissioning Contract, to carry out those functions, rights or obligations attributed to the Lead Commissioner under the Commissioning Contract (subject to clause 9), including:

- 3.1.1 managing Activity, including notifying the provider of Activity Planning Assumptions, monitoring Activity and reviewing Activity Reports, dealing with Activity Queries and Activity Management Meetings, and agreeing Activity Management Plans;
- 3.1.2 implementing any Prior Approval Scheme
- 3.1.3 agreeing Service Development and Improvement Plans and/or Data Quality Improvement Plans with the provider;
- 3.1.4 agreeing Service Variations;
- 3.1.5 agreeing information and reporting requirements, and managing Information Breaches
- 3.1.6 agreeing Local Prices, managing agreements or proposals for Local Variations and Local Modifications, making and receiving payments (where Commissioners' payments under the Commissioning Contract are aggregated), including CQUIN payments;
- 3.1.7 agreeing Local Quality Requirements and Quality Incentive Scheme Indicators, and variations to National Sanctions and National CQUINs as applicable;
- 3.1.8 implementing financial adjustments or sanctions resulting from breaches of any provider obligations including those relating to Activity Management Plans, Operational Standards, Data Quality Improvement Plans and Service Quality Improvement Plans;
- 3.1.9 managing complaints;
- 3.1.10 the appointment of an auditor

3.1.11 conducting Review Meetings, and undertaking contract management, including the issuing of receipt of Contract Queries and agreeing any Remedial Action Plan or related contract management processes;

#### **4 Reporting under the Commissioning Contract**

4.1 Disseminating to each Commissioner relevant information provided by the Provider in respect of the Commissioning Contract, including in relation to:

4.1.1 Monthly Activity Reports;

4.1.2 Service Quality Performance Reports;

4.1.3 reconciliations of payment against actual Activity, including allocations against individual Commissioners in respect of Activity and payment;

4.1.4 reports under any Data Quality Improvement Plan or Service Development and Improvement Plan;

4.1.5 contract management provisions including Contract Query Notices and Remedial Action Plans;

4.1.6 any financial adjustments or sanctions in respect of the Services;

4.1.7 proposed Variations,

and any other information received from the Provider in relation to that Commissioner, or reasonably required by any Commissioner in respect of its Services.

4.2 Providing such other relevant information to Commissioners in relation to the Commissioning Contract as agreed by the Commissioners.

#### **5 Termination, suspension and disputes**

5.1 Implementing the following actions on behalf of the Commissioners:

5.1.1 initiating suspension of the Commissioning Contract, or any Service, following a Suspension Event;

5.1.2 serving notice to terminate the Commissioning Contract, or any Service, in accordance with the terms of the Commissioning Contract; and

5.1.3 initiating and conducting Dispute Resolution (unless in any case an individual Commissioner elects to initiate Dispute Resolution on its own account).

#### **6 Table of additional agreed Roles and Responsibilities in relation to the Commissioning Contract**

The Commissioners have agreed that the following additional roles, in relation to the Commissioning Contract, will be undertaken by individual Commissioners, as set out in this table:

**Table 1**

<b>Commissioner</b> (Insert name of the CCG against each of the identified roles)	<b>Identified role</b> (Lead Commissioner or Commissioner)	<b>Additional responsibilities</b>
CASTLE POINT & ROCHFORD CLINICAL COMMISSIONING GROUP	Commissioner – nominated representative on EWMH Project Board is Tom Abell	Lead for current South CAMHS Tier 3 contract with Sept
MID ESSEX CLINICAL COMMISSIONING GROUP	Commissioner – nominated representative on EWMH Project Board is Carol Anderson	Lead for current North CAMHS T3 contract with NEPFT
NORTH EAST ESSEX CLINICAL COMMISSIONING GROUP	Commissioner – nominated representative on EWMH Project Board is Clare Morris	
BASILDON & BRENTWOOD CLINICAL COMMISSIONING GROUP	Commissioner – nominated representative on EWMH Project Board is Tom Abell	
WEST ESSEX CLINICAL COMMISSIONING GROUP	Commissioner – nominated representative on EWMH Project Board is Clare Morris	
SOUTHEND CLINICAL COMMISSIONING GROUP	Commissioner – nominated representative on EWMH Project Board is Tom Abell	
THURROCK CLINICAL COMMISSIONING GROUP	Commissioner – nominated representative on EWMH Project Board is Tom Abell	
ESSEX COUNTY COUNCIL	Lead Commissioner for planning and project management and procurement with procurement support provided by CSU – nominated representative on EWMH Project Board is Barbara Herts	
SOUTHEND-ON-SEA BOROUGH COUNCIL	Commissioner – nominated representative on EWMH Project Board is Mike Bennett or Gill Manton	
THURROCK BOROUGH COUNCIL	Commissioner – nominated representative on EWMH Project Board is Paula McCullough or Catherine Wilson	

### Schedule 4 Collaborative Costs and Resources

Commissioner (Insert name of the CCG against each of the identified roles)	Risk Share Contribution to Service Costs (for Contract with Provider)	% of Total	Contribution to Contract Management Costs	Non Risk Share additional Finance for Specific local Initiatives
CASTLE POINT & ROCHFORD CLINICAL COMMISSIONING GROUP				
MID ESSEX CLINICAL COMMISSIONING GROUP				
NORTH EAST ESSEX CLINICAL COMMISSIONING GROUP				
BASILDON & BRENTWOOD CLINICAL COMMISSIONING GROUP				
WEST ESSEX CLINICAL COMMISSIONING GROUP				
SOUTHEND CLINICAL COMMISSIONING GROUP				
THURROCK CLINICAL COMMISSIONING GROUP				
ESSEX COUNTY COUNCIL				
SOUTHEND-ON-SEA BOROUGH COUNCIL				
THURROCK BOROUGH COUNCIL				
TOTAL				

### Schedule 5 Recommissioning Roles

Project Team/Group Responsible For	Project Board (CCG reps – Tom Abell, Clare Morris, Carol Anderson, Victoria Gunn and Dee) Accountable For	CCG/LA Chief Operating Officers (COOs)	CCG/LA Executive and Other Committees/Boards
<p>Developing the procurement timetable and detailed plan</p> <p>Preparing all documentation and running the procurement</p> <p>Holding the dialogue sessions</p> <p>Answering questions during the dialogue</p> <p>Recommending preferred provider</p>	<p>Decide on key aspects of the process as requested by the Team</p> <p>Sign off the procurement plan and timescale</p> <p>Sign off the final Model and Spec and other procurement documents</p> <p>Agreeing the procurement method</p> <p>Sign off the dialogue questions</p> <p>Sign off detailed evaluation criteria and plans</p> <p>Helping answer questions the project team are not sure about</p> <p>Agreeing that solutions at end of each dialogue stage have been reached and to proceed to next steps or stop all together and start again</p> <p>Sign off recommended preferred provider</p>	<p><b>Responsible for:</b></p> <p>Agreeing and signing the final contract with the provider</p> <p><b>Informed/Consulted About</b></p> <p>Areas for dialogue</p> <p>Broad Evaluation criteria</p>	<p><b>Responsible for:</b></p> <p>Agreement to give notice to providers and go to procurement</p> <p>Agreeing financial resource contribution</p> <p>Agreeing and signing Collaboration Agreement</p> <p><b>Informed/Consulted About</b></p> <p>Areas for dialogue</p>
<p>Producing and circulating regular Comms/progress briefings (fortnightly now then monthly during procurement) to Board and COOs</p>	<p>Feeding back comments to and asking questions of Team on all documents and Comms received</p> <p>Giving verbal updates and feedback to; answering questions and seeking views from constituents represented as required to ensure decisions can be made</p>	<p>Feeding back comments and asking questions on any aspects of the Comms and ensuring it is shared with other relevant organisational colleagues</p>	<p>Feeding back comments and asking questions on any aspects of the Comms</p>

