Dated 2011

Hosting Agreement
NHS North West London Integrated Care Pilot
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THIS AGREEMENT is made the ....................................... day of ................................................... 2011

BETWEEN:

1. The Providers listed in Schedule 1 to this Agreement (together, the "ICP Partner Parties"); and

2. Central London Community Healthcare NHS Trust (the "Host Party").

BACKGROUND:

(A) All ICP Partners exercise functions, whether conferred by statute, agreement or otherwise, in connection with the care of Diabetes patients and/or the Elderly.

(B) Section 72 of the 2006 Act requires health bodies to co-operate with each other in exercising their functions and section 82 of that Act requires health bodies and local authorities to co-operate to secure and advance the health and welfare of people in England and Wales.

(C) National Health Service Trusts may accepts gifts of property (which includes funds) to be held on trust for any purpose relating to the health service pursuant to paragraph 14(2)(c) of Schedule 4 to the 2006 Act.

(D) The ICP Partner Parties and the Host Party wish to participate in the ICP, a pilot of co-ordinated delivery of care for Diabetes patients and the Elderly commissioned within the area of NHS North West London. The aims of the ICP are to improve quality of patient care, create a richer professional experience and ensure the most efficient use of NHS funds.

(E) The ICP Partners have entered into an establishment agreement dated on or around the date of this Hosting Agreement, setting up the IMB and establishing the conditions on which each ICP Partner participates in the ICP (the "Establishment Agreement").

(F) The ICP Partner Parties, CLCH and the Commissioners have entered into a memorandum of understanding dated on or around the date of this Hosting Agreement, which provides for the allocation of funds for the ICP at the direction of the IMB (the "MOU").

(G) The IMB is responsible for the ICP and is an unincorporated association and so may not enter into contracts in its own right. The ICP Partner Parties therefore enter into this contract as partners in the ICP and understand that all decisions to be taken on behalf of the ICP Partner Parties may be taken by the ICP Project Director exercising authority delegated to him by the IMB.

(H) The ICP Partner Parties wish to receive on behalf of the IMB, and CLCH wishes to provide, certain administrative services in relation to the ICP.

(I) The parties understand that this Agreement is not an NHS contract within the meaning of section 9 of the National Health Service Act 2006.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless otherwise stated capitalised terms defined in the Establishment Agreement have the same meaning as given in the Establishment Agreement. Unless the context otherwise requires the following words and expressions shall have the following meanings:

"Change Form" means the change form in the prescribed form as attached in Schedule 3;
"Commencement Date" means the date as described under "Commencement Date" in Schedule 1; 

"Confidential Information" means any and all information, data and material of any nature belonging to the Host Party or to the ICP Partner Parties which either Party may receive or obtain in connection with this Agreement which is Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998), which relates to any patient of any party or his or her treatment or medical history, or other information, the release of which is likely to prejudice the commercial interests of any party, or which is a trade secret, including know how; 

"Contract Price" means the description of the fees payable for the Services as described under "Contract Price" in Schedule 1; 

"Intellectual Property" means patents, trade marks, service marks, trade names, copyright (including rights in computer software and in websites), rights in databases, rights in designs, know-how and all and any other intellectual property as may exist anywhere in the world (in each case whether registered, capable of registration or otherwise) for the full duration of such rights, including any extensions or renewals; 

"Legislation" means any statute, statutory instrument, regulation, applicable directive, by-law, code of practice, Standard or Department of Health or National Health Service guidance, policy or regulation with which the Host Party is obliged to comply by law in the provision of Services to the IMB; 

"Premises" means any premises where the Host Party is providing the Services; 

"Specification" means the specification as described under "Specification" in Schedule 2 of this Agreement; and 

"Services" means the services to be provided by the Host Party pursuant to this Agreement.  

1.2 In this Agreement, unless the context otherwise requires, a reference to: 

1.2.1 "costs" includes costs, charges, outgoings and expenses of every description; 

1.2.2 "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns; 

1.2.3 a "Party" means any party to this Agreement individually and "Parties" refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;
1.2.4 a statutory provision includes a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (whether before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

1.2.5 any particular gender includes all other genders;

1.2.6 the singular includes the plural and vice versa; and

1.2.7 "writing" or "written" includes faxes and e-mail.

1.3 Clause and Schedule headings do not affect the interpretation of this Agreement.

1.4 The Schedules are an integral part of this Agreement and shall be interpreted accordingly. References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this Agreement.

1.5 Unless otherwise expressly defined in this Agreement, the words used in this Agreement shall bear their natural meaning.

2. APPOINTMENT

2.1 The Host Party shall provide the Services to the ICP Partner Parties from the Commencement Date unless and until terminated in accordance with clause 13.

3. DELEGATION BY ICP PARTNER PARTIES TO IMB

3.1 In respect of this Hosting Agreement, each ICP Partner Party hereby acknowledges that subject to clause 3.2 any rights of any ICP Partner Party shall be exercised, and any obligations of any ICP Partner Party shall be performed, by the IMB, acting through the ICP Project Director. For the remainder of this Agreement the ICP Partner Parties shall be referred to collectively where the context allows as the "IMB".

3.2 Clause 3.1 does not affect the liability of the ICP Partner Parties to the Host Party under this Agreement.

4. THE HOST PARTY'S OBLIGATIONS

4.1 The Host Party will carry out the Services as described in the Specification exercising reasonable skill and care in accordance with this Agreement or otherwise to the reasonable satisfaction of the IMB.

4.2 The Host Party shall ensure that the Services are provided by appropriately skilled, qualified, experienced and trained personnel and shall be fully responsible and liable for the acts and omissions of such personnel arising out of this Agreement.

5. THE CONTRACT PRICE

5.1 The Host Party shall be entitled to invoice the IMB for the Services provided by the Host Party in accordance with Schedule 1.

5.2 Within 30 days of the date of receipt of any invoice submitted by the Host Party under clause 5.1, the IMB shall confirm its acceptance of such invoice and its instruction to the Host Party to take the actions set out in clause 5.3.

5.3 On receipt of confirmation and instruction under clause 5.2 the Host Party shall be entitled to transfer funds in the amount of the relevant invoice from the bank account in which the Host Party holds ICP Funds (as defined in the MOU) on trust for the ICP Partners (as defined in the MOU) into such other bank account as the Host Party may
determine. On receipt of such instructions, the Host Party shall have full legal and beneficial title to those transferred funds.

5.4 If the IMB fails to approve any undisputed invoice submitted by the Host Party under this Agreement and issue instructions accordingly within 30 days of the date of receipt of such invoice, the Host Party shall be entitled (without prejudice to any other right or remedy it may have) to charge interest on any amount outstanding at the rate of 4% above the official dealing rate of the Bank of England from time to time, such interest being charged as a separate, continuing obligation and not merging with any judgment.

5.5 Except where otherwise stated in Schedule 1, the Contract Price shall be exclusive of VAT which shall be payable, if applicable, by the IMB in addition to such Contract Price.

6. **INDEMNITY AND INSURANCE**

6.1 Each Party accepts unlimited liability to the others for:

6.1.1 death or personal injury caused by the negligence of that Party; and

6.1.2 fraud committed by or on behalf of that Party.

6.2 Save as in clause 6.1, no Party shall be liable to any other for (a) any indirect or consequential loss or (b) any loss of use or loss of profits, business, contracts, revenues or anticipated savings whether arising from tort (including, without limitation, negligence or breach of statutory duty), breach of contract or otherwise.

6.3 Except as otherwise provided in this Agreement, the Host Party excludes all liability to the IMB arising otherwise than as a result of its own negligence in the performance of this Agreement.

6.4 The ICP Partner Parties, except GP Providers, Local Authority Providers and Third Sector Representatives, agree to indemnify and keep indemnified the Host Party against all costs, claims, demands, liabilities and damages incurred or suffered by the Host Party as a result of any act or omission of the IMB, their employees or agents except in so far as such costs, claims, demands, liabilities or damages arise or are contributed to as a result of the Host Party’s (or the Host Party’s employee’s or agent’s) act or omission. Liability in respect of this indemnity shall be apportioned as between the relevant ICP Partner Parties as shall be agreed in accordance with clause 7.4 of the Establishment Agreement and paragraph 8 of the IMB Terms of Reference.

6.5 For the avoidance of doubt, where the ICP Partners (as defined in the Establishment Agreement) have made arrangements for the apportionment of liability in accordance with clause 7.4 and 7.5 of the Establishment Agreement or otherwise in accordance with the IMB Terms of Reference, the indemnity at clause 6.4 above shall be met by the relevant ICP Partner Parties and CLCH in accordance with those arrangements.

6.6 Each ICP Partner Party acknowledges and accepts that this Agreement does not affect the terms of any agreement for the provision of clinical or other services between any ICP Partner Party and any Commissioner (as defined in the MOU). The Host Party does not accept any liability whatsoever in relation to any ICP Partner Party’s obligations under any such agreement, and if the Host Party should be held to have incurred any such liability, the ICP Partner Parties agree to indemnify and keep indemnified the Host Party against all costs, claims, demands, liabilities, and damages incurred or suffered as a result of such liability.

6.7 Each Party shall ensure that its insurance arrangements during the term of this Agreement are sufficient to cover its liabilities under this Agreement. Any Party shall
upon request produce to another evidence that the insurance arrangements are in place and up-to-date.

7. **DISPUTE RESOLUTION**

7.1 If a dispute arises out of this Agreement, the disputing parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the disputing parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party(ies) involved in the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 28 days after the date of the ADR notice.

7.2 The disputing parties will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

8. **VARIATION**

8.1 Each ICP Partner Party hereby authorises the variation of this Agreement in accordance with a resolution of the IMB.

8.2 No variation to this Agreement shall be effective unless a Change Form is completed and signed on behalf of the IMB and the Host Party.

8.3 If the IMB proposes a variation to the Services, the Host Party shall advise it within 28 days, as far as reasonably practicable, of the implications that variation, if implemented, would have on the Host Party's obligations to the IMB under this Agreement.

8.4 If the Host Party recommends a variation to the Services, or if a variation to the Services is required by operation of law, the Host Party shall advise the IMB within 28 days, as far as reasonably practicable, of the implications that such variation, if implemented, would have on the Host Party's obligations to the IMB under this Agreement.

8.5 The Host Party reserves the right to reject any changes which, in the reasonable opinion of the Host Party, might compromise safety or compliance with the standards of the Services as set out in this Agreement.

8.6 If the Host Party and the IMB are unable to agree any variation to the Services pursuant to clause 8.3 or 8.4, the dispute resolution procedure in clause 7 shall apply.

9. **CONFIDENTIALITY**

9.1 Each of the IMB and the Host Party undertakes to keep secret and strictly confidential and shall not use, copy or disclose Confidential Information to any third party, without the other's prior written consent, provided that the provisions of this clause 9 shall not apply to any Confidential Information which:

9.1.1 is in or enters the public domain other than by breach of the Agreement; or

9.1.2 is obtained from a third party who is lawfully authorised to disclose such information; or

9.1.3 is authorised for release by the prior written consent of the disclosing party.

9.2 Nothing in this clause 9 shall prevent the Host Party or the IMB from disclosing Confidential Information where 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. Where any disclosure has to be made under this clause the disclosing party will notify the other party as soon as reasonably practicable.

9.3 This clause 9 shall survive expiry or earlier termination of this Agreement and shall remain binding for a period of six years following the expiry or termination of this Agreement.

10. FREEDOM OF INFORMATION ACT

10.1 Each Party acknowledges that the others are or may be subject to the Freedom of Information Act 2000 ("FOIA") and may be required to disclose information about this Agreement to ensure their compliance with the FOIA. Each Party notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities’ Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) as may be amended, updated or replaced from time to time. The Parties will act in accordance with the FOIA and these Codes of Practice (and any other applicable codes of practice or guidance applicable from time to time) to the extent that they apply to the parties’ performance under the contract.

10.2 The Parties agree that the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the party in receipt of the request (a “Receiving Party”). The other parties shall co-operate with a Receiving Party if it so requests and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.

11. INTELLECTUAL PROPERTY

11.1 The IMB shall have no right or licence to use any Intellectual Property of the Host Party except where necessary to give effect to the intent and purpose of this Agreement. The IMB acknowledges and agrees that any Intellectual Property which may arise during the provision of the Services by the Host Party shall vest in the Host Party.

12. FORCE MAJEURE

12.1 The obligations of each party under this Agreement shall be suspended during the period and to the extent that that party is prevented from complying with them by a cause of Force Majeure.

12.2 In the event of either the Host Party or the IMB being so prevented, the party concerned shall give notice of suspension as soon as reasonably possible to the other stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other. If the cause continues for more than one month either the Host Party or the IMB may terminate this Agreement on 30 days’ notice.

12.3 For the purposes of this clause 12, "Force Majeure" means the occurrence of any event beyond the reasonable control of the Party claiming to be subject to the Force Majeure Event including, without limitation, strikes, lock-outs, labour or industrial disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction (whether made or otherwise settled before or after the commencement of this Agreement), accident, breakdown of plant or machinery, fire, flood or storm. For the avoidance of doubt, outbreaks of a particular virus, disease or illness and/or the occurrence of an epidemic
or pandemic shall not automatically be deemed to be a cause of Force Majeure unless confirmed to be so on a case-by-case basis by resolution of the IMB in light of the particular circumstances.

13. **TERMINATION**

13.1 The Host Party may terminate this Agreement immediately by notice in writing if the IMB commits a material breach of this Agreement and (if capable of remedy) such default has not been remedied within 30 days of written notice of the breach being given by the Host Party.

13.2 The IMB may terminate this Agreement immediately by notice in writing if the Host Party commits a material breach of this Agreement and (if capable of remedy) such default has not been remedied within 30 days of written notice of the breach being given by the IMB.

13.3 This Agreement will terminate automatically upon dissolution of the IMB and/or on termination of the Establishment Agreement. The IMB will give as much written notice as is reasonably possible to the Host Party of any planned dissolution of the IMB or termination of the Establishment Agreement (as the case may be).

13.4 Either Party may terminate this Agreement on giving three months’ notice to the other Party, such notice to expire fifteen calendar months after the Commencement Date.

14. **ARRANGEMENTS ON TERMINATION**

14.1 Termination or expiry of this Agreement for any reason shall be without prejudice to any right or remedy of either Party which may have accrued prior to such termination.

14.2 Upon expiry or earlier termination of this Agreement:

   14.2.1 the Host Party shall continue to be entitled to receive and the IMB shall pay to the Host Party the Contract Price for any Services provided by the Host Party up to and including the date of termination or expiry;

   14.2.2 the IMB will be entitled to a pro rata reimbursement of any fees paid in advance to the Host Party in respect of any Services which the Host Party has not performed; and

   14.2.3 all licences or rights to use the Host Party's Intellectual Property Rights pursuant to clause 11 shall immediately cease.

14.3 The provisions of clauses 9, 10, 14 and 18 or which by their context should survive termination shall survive termination of this Agreement.

15. **DATA PROTECTION**

15.1 Each party agrees that in providing the other with information under the terms of this agreement it is not, and will not be, in breach of the Data Protection Act 1998 and all subordinate legislation relating thereto.

16. **GENERAL PROVISIONS**

16.1 Nothing in this Agreement shall be construed as establishing or implying a partnership or joint venture or employee relationship between the Parties or any of their employees nor shall it be deemed to constitute any Party as the agent of the other or allow any Party to hold itself out as acting on behalf of the other.

16.2 This Agreement supersedes all previous understandings and negotiations in respect of the Parties’ obligations as provided in this Agreement. The Parties acknowledge
that in entering into the Agreement none of them have relied on or shall have any remedy for any representation or statement which is not expressly included in this Agreement. All representations (save in respect of fraudulent misrepresentation), warranties, conditions and other terms whether implied by statute or otherwise which are not expressly included in this Agreement and which might otherwise relate to this Agreement are hereby excluded.

16.3 The failure by any Party to insist upon the strict performance of any provision, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

16.4 If any provision of this Agreement is agreed or held to be invalid, unenforceable or void, such provision shall not have the effect of invalidating or rendering void the remainder of this Agreement and the Parties agree that they shall immediately commence in good faith negotiations to vary the terms of this Agreement in order to remedy such invalidity, unenforceability or illegality.

16.5 The Host Party shall be entitled to deduct from any sums due to the IMB under this Agreement any sums due to the Host Party under this Agreement.

16.6 Neither Party shall assign or novate its rights under this Agreement or any part thereof without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, save that the Host Party may assign such rights and obligations to any successor organisation which takes over some or all of the Host Party's functions as part of an internal reorganisation of the NHS.

16.7 Except where an express provision of this Agreement states the contrary, each and every obligation of a Party under this Agreement is to be performed at that Party's cost.

17. THIRD PARTY RIGHTS

17.1 A person who is not a Party to this Agreement shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18. NOTICES

18.1 Any notice given under this Agreement shall be in writing and may be given either personally or by first class post or facsimile or email addressed to the other party or parties at their addresses set out in Schedule 7 of the Establishment Agreement or as notified from time to time.

18.2 A notice given by first class post shall be deemed to be served two business days after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service.

18.3 A notice given by facsimile shall be deemed to be served on the business day that it was sent, if sent before 5pm. If sent on a day other than a business day or after 5pm on a business day, it shall be deemed to be served on the following business day and a successful transmission report in respect of the fax number set out in Schedule 7 of the Establishment Agreement shall be sufficient evidence of service.

18.4 A notice given by email shall be deemed to be served on the business day that it was sent, if sent before 5pm. If sent on a day other than a business day or after 5pm on a business day, it shall be deemed to be served on the following business day and a successful read receipt in respect of the email address set out in Schedule 7 of the Establishment Agreement shall be sufficient evidence of service.
19. COUNTERPARTS

19.1 This Agreement may be executed in any number of counterparts, and by the ICP Partners on separate counterparts, but shall not be effective until the Establishment Agreement is effective and the founding parties to the Establishment Agreement and the Host Party have each executed at least one counterpart, whichever is the later.

19.2 Each counterpart, when executed and delivered, shall constitute an original of this Agreement, and all the counterparts shall together constitute one and the same instrument.

20. INVALIDITY AND SEVERABILITY

20.1 If at any time any provision of this Agreement or any of the Establishment Agreement, the MOU or the IT Managed Services Agreement or the Trust Deed is or becomes illegal, invalid or unenforceable in any respect (in whole or in part) under the law of England and Wales, that shall not affect or impair the legality, validity or enforceability of any other provision (in whole or in part) of this Agreement.

21. LAW

The parties submit to the exclusive jurisdiction of the English courts and agree that this Agreement is to be governed and construed according to English law.

IN WITNESS whereof this Agreement has been signed on behalf of the Parties.
## SCHEDULE 1

### Contract Information

### PART A

<table>
<thead>
<tr>
<th>Agreement Title:</th>
<th>Hosting Agreement for administrative services provided to the IMB in relation to the North West London Integrated Care Pilot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement Date:</td>
<td></td>
</tr>
<tr>
<td>Location(s):</td>
<td>Central London Community Health NHS Trust 64 Victoria Street, London SW1E 6QP</td>
</tr>
<tr>
<td>Requests for payment to be sent to:-</td>
<td>A Steeden 15 Marylebone Road, London NW1 5JD</td>
</tr>
<tr>
<td>Host Party Contract Manager</td>
<td>Jon Bell, Director of Finance, Central London Community Health NHS Trust 64 Victoria Street, London SW1E 6QP</td>
</tr>
<tr>
<td>IMB Contract Manager</td>
<td>TBC</td>
</tr>
</tbody>
</table>
PART B - PRICE

The Parties agree that the information listed in this Schedule 1 Part B has been received by one Party in confidence from the other Party and as such may be covered by the absolute exemption contained at section 41 of the FOIA.

Administrative Services

SCHEDULE OF PRICES AND RATES

The Contract Price shall comprise the fixed fees set out in the Specification.

Each Invoice shall be addressed to:

A Steeden
15 Marylebone Road,
London
NW1 5JD

Each Invoice submitted for payment shall clearly identify the amount claimed and be clearly broken down to identify:

- Project Title: ICP – Hosting Agreement administrative services
- Line Item Amount, name of participant
- Service provided (e.g. workspace)
- Date of service provided
- Total amount due

Each Invoice shall, where appropriate, include the VAT registered number of the Host Party.

Where expenses are claimed, explanatory information and documentation shall be supplied, such as copies of invoices or receipts, together with brief explanatory notes concerning the charges.

It is in the Host Party's own interest to ensure that each invoice contains only fees that are submitted in accordance with these invoicing instructions.
SCHEDULE 2

Specification

Unless otherwise stated, capitalised terms have the same meaning as defined in the Establishment Agreement.

Introduction

The IMB wishes to purchase administrative services comprising:

- Recruitment and employment of ICP Staff, whether on permanent or secondment basis, to form the ICP operational team;
- The provision of a human resources function for the ICP;
- The provision of a finance function for the ICP;
- The provision of Patient Advice and Liaison Services in respect of patients of the ICP; and
- Accommodation for the ICP generally and for the ICP Staff specifically, including facilities and telephony.

Staff

The Host Party will recruit and employ staff members in respect of the following positions, to be solely employed in relation to the operation of the ICP:

<table>
<thead>
<tr>
<th>Position</th>
<th>Job description</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICP Director</td>
<td>The ICP Director will undertake all clinical leadership and have overall responsibility for the ICP and the ICP Staff with a view ensuring that the vision of the service is translated into real improvements in services. This role requires a medically qualified person with significant management experience at senior level in the NHS or other public healthcare-related industry. The contracted hours for this post will be 22.5 hours.</td>
<td>9</td>
</tr>
<tr>
<td>Personal Assistant to ICP Director</td>
<td>The Personal Assistant will undertake PA duties to the ICP Director and rest of the senior team, as appropriate.</td>
<td>5</td>
</tr>
<tr>
<td>ICP Operations Director</td>
<td>The ICP Operations Director will support the development of the service. S/he will manage the central delivery team and ensure robust corporate processes are in place with measured targets to monitor performance against budget, quality and workforce requirements.</td>
<td>9</td>
</tr>
<tr>
<td>ICP Associate Director of Finance and Performance</td>
<td>The ICP Associate Director of Finance and Performance will be responsible to the ICP Director for ensuring that all statutory financial requirements are met. S/he will give expert advice on financial policy, planning and performance management. This role will involve providing financial support to the ICP senior management team in relation to the preparation, agreement and monitoring of costed project plans for new investments and disinvestments to support the ICP's business and operational plans.</td>
<td>8d</td>
</tr>
</tbody>
</table>
S/he will line manage the ICP Information Analyst and will contribute to the management of financial and non-financial risk, including maintaining risk registers, a Board assurance Framework and monitoring and updating associated action plans.

<table>
<thead>
<tr>
<th>Role</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICP Communications and Relationship Manager</td>
<td>This role will have direct responsibility for the engagement of stakeholders, patients and the general public in respect of the ICP.</td>
<td>8a</td>
</tr>
<tr>
<td>Four Multi-Disciplinary Group Coordinators</td>
<td>The Multi-Disciplinary Group Co-ordinators will monitor and co-ordinate the ICP Multi-Disciplinary Groups and report to the IMB.</td>
<td>7</td>
</tr>
<tr>
<td>ICP Administrator</td>
<td>The Administrator will support the ICP Operations Director in dealing with complex enquiries from the public and partner organisations.</td>
<td>6</td>
</tr>
<tr>
<td>ICP Information Analyst (ICP Finance and Performance)</td>
<td>Reporting to the ICP Associate Director of Finance and Performance, the ICP Information Analyst will be required to interpret and convert data into management information.</td>
<td>7</td>
</tr>
</tbody>
</table>

**Finance**

The Host Party will provide the following in accordance with its various internal policies, procedures and standards:

- Production of monthly budget reports by the eighth working day of each month in accordance with the Host Party’s reporting timetable;
- Access to the Host Party’s financial ledger information for agreed ICP cost centres;
- Provision of monthly transaction analysis for invoices and payroll information relating to the ICP;
- Input of monthly accruals relating to the ICP as agreed with finance lead;
- Ad hoc response to queries and other information requests; and
- Processing support for approximately 800 invoices per annum.

**Human Resources**

The Host Party will provide or procure (as necessary) human resources support in respect of the staff employed in connection with the ICP including recruitment; the operation of a payroll service; provision of employment contracts and/or other relevant terms and conditions; and ad hoc support and advice in respect of human resources in respect of ICP Staff in accordance with its own policies, procedures and standards.

**Patient Advice and Liaison Services (PALS)**

The Host Party will procure such services from PALS to ensure that patients are able to access PALS’s facilities from Monday to Friday between 9.00am – 5.00pm.

The Host Party will provide PALS with a script in respect of answering certain queries relating to the operation of the ICP and will re-direct any other queries to ICP Staff to be addressed.

In respect of those queries answered directly through the PALS, the Host Party will procure that they are recorded and collated with a quarterly report being prepared for ICP Staff, so as to capture the nature of queries received and follow up action taken.
The Host Party will invite the individuals that staff the PALS to a briefing and to receive information about the ICP in order to respond to any generic queries.

**Accommodation**

The Host Party will provide or procure workspaces for seven people, break out area and filing and storage facilities.

The Host Party will afford the IMB the opportunity to reserve rooms without additional charge in accordance with its reservation process.

**Information Technology**

The Host Party will provide fully functional work stations for use by ICP Staff at the workspaces provided, to include hardware, requisite licenses, internet access, IT support and access to printing facilities. In respect of telephony, three landlines and three blackberries will be provided to ICP Staff and financed.

For the avoidance of doubt the services provided by the Host Party under this Agreement shall not extend to any clinical services such as are provided by the ICP Partner Parties to Commissioners (as defined in the MOU). Nothing in this Agreement modifies any party’s obligations under any agreement for such clinical services.

**Schedule of Costs**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost (£)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recruitment and employment of staff</td>
<td>464,000-579,000</td>
</tr>
<tr>
<td>Finance</td>
<td>15,709</td>
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<tr>
<td>Human Resources</td>
<td>11,359</td>
</tr>
<tr>
<td>PALS Support</td>
<td>11,359</td>
</tr>
<tr>
<td>Accommodation (office space)</td>
<td>24,500</td>
</tr>
<tr>
<td>Printing and telephony for ICP Staff</td>
<td>20,000</td>
</tr>
<tr>
<td>Other corporate costs</td>
<td>4,146</td>
</tr>
<tr>
<td>IT hardware for ICP Staff</td>
<td>17,000</td>
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<tr>
<td>Desktop Support for ICP Staff</td>
<td>1,600</td>
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</table>
## Change Form

<table>
<thead>
<tr>
<th>CF Number:</th>
<th>Date of Request:</th>
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<tbody>
<tr>
<td>Originator:</td>
<td></td>
</tr>
<tr>
<td>Reason For Change:</td>
<td></td>
</tr>
<tr>
<td>Details of Change:</td>
<td></td>
</tr>
<tr>
<td>Date Change Effective From:</td>
<td></td>
</tr>
<tr>
<td>Contract Price Change</td>
<td>YES/NO (if &quot;YES&quot; provide full details)</td>
</tr>
</tbody>
</table>

### Effect on the Agreement YES/NO (if "YES" provide full details)

| Amendment Text to clauses | Relevant to Schedules/Annexe to Implement Change |

<table>
<thead>
<tr>
<th>The Host Party's Representative</th>
<th>The IMB’s Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE:</td>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>DATE:</td>
<td>DATE:</td>
</tr>
</tbody>
</table>
SCHEDULE 4
Parties and Signatures

CLCH
SIGNED by ........................................................ ........................................................
for and on behalf of ........................................................ ........................................................
(Signature)
(Date)

ICP Partner Parties
SIGNED by ........................................................ ........................................................
for and on behalf of ........................................................ ........................................................
(Signature)
(Date)

SIGNED by ........................................................ ........................................................
for and on behalf of ........................................................ ........................................................
(Signature)
(Date)

SIGNED by ........................................................ ........................................................
for and on behalf of ........................................................ ........................................................
(Signature)
(Date)

SIGNED by ........................................................ ........................................................
for and on behalf of ........................................................ ........................................................
(Signature)
(Date)

SIGNED by ........................................................ ........................................................
for and on behalf of ........................................................ ........................................................
(Signature)
(Date)

SIGNED by ........................................................ ........................................................
for and on behalf of ........................................................ ........................................................
(Signature)
(Date)