

DATED

202

Section 75 Agreement

between

CAMBRIDGESHIRE COUNTY COUNCIL

and

CAMBRIDGESHIRE AND PETERBOROUGH NHS FOUNDATION TRUST

**Community Occupational Therapy Service for Adults with Physical Impairments and to Older People
(Integrated service)**

CONTENTS

CLAUSE

1. DEFINITION AND INTERPRETATION 5

2. COMMENCEMENT AND DURATION 11

3. EXTENDING THE INITIAL TERM 11

4. PARTNERSHIP ARRANGEMENTS..... 11

5. DELEGATION OF FUNCTIONS 12

6. SERVICES..... 13

7. ANNUAL WORK PLAN 13

8. PERFORMANCE MANAGEMENT 14

9. FINANCIAL CONTRIBUTIONS..... 14

10. SET UP COSTS..... 15

11. PREMISES..... 15

12. ASSETS 15

13. STAFFING TUPE, SECONDMENT AND PENSIONS..... 15

14. CONTRACTS (PRE-EXISTING AND FUTURE)..... 16

15. GOVERNANCE 16

16. QUARTERLY REVIEW AND REPORTING..... 17

17. ANNUAL REVIEW..... 17

18. VARIATIONS 18

19. STANDARDS..... 18

20. HEALTH AND SAFETY 18

21. EQUALITY DUTIES 18

22. FREEDOM OF INFORMATION..... 19

23. DATA PROTECTION 19

24. HEALTH AND SOCIAL CARE RECORDS..... 23

25. CONFIDENTIALITY 23

26.	AUDIT	24
27.	INSURANCE	24
28.	INDEMNITIES	24
29.	LIABILITIES	24
30.	COMPLAINTS AND INVESTIGATIONS	25
31.	CO -OPERATION WITH OTHERS	26
32.	DISPUTE RESOLUTION	26
33.	TERMINATION	27
34.	CONSEQUENCES OF TERMINATION	27
35.	PUBLICITY	28
36.	NO PARTNERSHIP	28
37.	THIRD PARTY RIGHTS.....	29
38.	NOTICES.....	29
39.	ASSIGNMENT AND SUBCONTRACTING	29
40.	SEVERABILITY	29
41.	WAIVER.....	29
42.	ENTIRE AGREEMENT	29
43.	FORCE MAJEURE	30
44.	FAIR DEALINGS	29
45.	GOVERNING LAW AND JURISDICTION.....	29

SCHEDULE

Schedule 1 AIMS AND OUTCOMES.....	326
Schedule 2 SERVICES SPECIFICATION.....	Error! Bookmark not defined. 7
Schedule 3 FINANCIAL CONTRIBUTION.....	45
Schedule 4 GOVERNANCE	Error! Bookmark not defined. 6
Schedule 5 PERFORMANCE MANAGEMENT FRAMEWORK	Error! Bookmark not defined.
Schedule 6 DATA PROTECTION	54
Schedule 7 EXIT STRATEGY.....	

This Agreement is dated

202

Between

- (1) **CAMBRIDGESHIRE COUNTY COUNCIL** of New Shire Hall Emery Crescent Enterprise Campus Alconbury Weald Huntingdon PE28 4YE (Authority).
- (2) **CAMBRIDGESHIRE AND PETERBOROUGH NHS FOUNDATION TRUST** of Elizabeth House, Fulbourn Hospital, Cambridge CB21 5EF (NHS Body).

each a **“Party”** and together the **“Parties”**.

BACKGROUND

- (A) Section 75 of the National Health Service Act 2006 contains powers enabling local authorities to exercise various NHS functions and NHS bodies (as defined in section 275 of the NHS Act 2006) to exercise certain local authority functions. The Parties are entering into this Agreement in exercise of those powers under and pursuant to the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (*SI 2000/617*) (the **“ NHS Regulations”**).
- (B) The Parties are committed to achieving better integration of health and social care services by way of exercise of the NHS Functions and the Authority Health Related Functions, and therefore wish to enter into the Partnership arrangements that are set out in this Agreement.
- (C) The purpose of this Agreement is to provide a framework under which the Authority shall delegate to the NHS Body the exercise of its functions in connection with the delivery of community occupational therapy services to adults with physical impairments and to older people (Service Users) in Cambridgeshire.
- (D) The Parties are satisfied that the implementation of this Agreement shall lead to an improvement in the provision of community occupational therapy services to adults with physical impairments and to older people for the benefit of the Service Users.

Agreed terms

1. DEFINITION AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

Adult: means Service Users for whom the Authority have funding responsibility.

Agreement: this Agreement between the Authority and the NHS Body comprising these terms and conditions together with all Schedules attached to it.

Aims and Outcomes: the objectives of the Parties, setting out how the Partnership Arrangements are likely to lead to an improvement in the way the Services are exercised as more particularly described in Schedule 1

Annual Work Plan: has the meaning set out in clause 7.

Authorised Officers: means the Authority's Authorised Officer and the NHS Body's Authorised Officer.

Authority Health Related Functions: means those of the health related functions of the Council, specified in Regulation 6 of the NHS Regulations 2000 as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification.

Authority's Authorised Officer: [REDACTED]

Authority's Financial Contribution: the Authority's financial contribution for the relevant Financial Year. The Authority's Financial Contribution for the First Financial Year is set out in Schedule 3.

Business Day: means any day other than Saturday, Sunday, a public or bank holiday in England.

Care Act: means the Care Act 2014.

Care and Support Statutory Guidance: means the Care and Support Statutory Guidance updated 5th October 2023 as may be amended.

Change in Law: a change in Law that impacts on the Partnership Arrangements, which comes into force after the Commencement Date.

Commencement Date means 1st April 2024 as agreed between the Parties

Complaints Regulations: means the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

Confidential Information means information, data and/or material of any nature which any Party may receive or obtain in connection with the operation of this Agreement and the Services and: which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;

a. the release of which is likely to prejudice the commercial interests of a Party or the interests of a Service User respectively; or

b. which is a trade secret.

COSOP: the Cabinet Office Staff Transfers in the Public Sector Statement of Practice 2000 (revised 2007).

Data Controller: shall have the same meaning as set out in the Data Protection Legislation.

Data Processor: shall have the same meaning as set out in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Data Protection Impact Assessment: an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.

Data Protection Officer: has the meaning given in the Data Protection Legislation.

DPA 2018: the Data Protection Act 2018.

Data Subject: has the meaning given in the Data Protection Legislation.

Dispute Resolution Procedure: the procedure set out in clause 32.

Default: any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

EIR: means the Environmental Information Regulations 2004 (*SI2004/3391*).

Exit Strategy: means the strategy set out at Schedule 7.

Eligibility Criteria means the criteria set out in the Schedules to this Agreement and their attachments that potential Service Users must meet in order to be eligible to receive the Service;

Environmental Information Regulations: the Environmental Information Regulations 2004 (*SI 2004/3391*), together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations

Finance and Performance Board: means the board with terms of reference set out at Schedule 4.

Financial Year: 1 April to 31 March.

First Financial Year: 1st April 2024 to 31st March 2025.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation.

FOI Request: means any request for information made to either Party under the FOIA (including in relation to any of the matters hereunder).

Force Majeure Event: means one or more of the following:

- (a) war, civil war (whether declared or undeclared), riot or armed conflict;
- (b) acts of terrorism;
- (c) acts of God;
- (d) fire or flood;
- (e) epidemic or pandemic ;
- (f) industrial action;
- (g) prevention from or hindrance in obtaining raw materials, energy or other supplies;
- (h) any form of contamination or virus outbreak; and
- (i) any other event,

in each case where such event is beyond the reasonable control of the Party claiming relief

Functions: means the NHS Functions and the Authority Health Related Functions

General Change in Law: a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.

Guidance: means [guidance issued by the National Institute for Health and Clinical Excellence and the Care and Support Statutory Guidance]

Host Partner: the host partner for the Services and Functions under this Agreement, as appropriate.

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the 31st March 2027.

Insurance Protocol: means the insurance protocol agreed between local authorities and NHS bodies in operating Partnership arrangements under section 75 of the NHS Act 2006.

Individual Scheme: means one of the schemes which has been agreed by the Parties to be included within this Agreement using the powers under Section 75 as documented in a Scheme Specification at Schedule 2

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Parties are bound to comply and any Guidance.

National Institute for Health and Clinical Excellence or “NICE” means the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health (or any successor body).

National Standards: means those standards applicable to the NHS Body under the Law and/or Guidance as amended from time to time

NHS Act 2006: means the National Health Service Act 2006.

NHS Body's Authorised Officer: [*Chief Executive Officer, CPFT.*]

NHS Body Assets:

NHS Functions: means those Services detailed in Part 2 and Part 3 of Schedule 2.

NHS Regulations 2000; means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000.

Ombudsman: means the Parliamentary and Health Service Ombudsman.

Partnership Arrangements: the arrangements made between the Parties under this Agreement.

Personal Data: has the meaning given in the Data Protection Legislation.

Personal Data Breach: has the meaning given in the Data Protection Legislation.

Premises: the location where the Services are to be supplied.

Processor: has the meaning given in the Data Protection Legislation.

Protective Measures: appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Quarter: one of the following periods in each Financial Year:

- a) 1 April to 30 June;

- b) 1 July to 30 September;
- c) 1 October to 31 December; and
- d) 1 January to 31 March.

Quality Standards: the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the NHS Body would reasonably and ordinarily be expected to comply and any other quality standards set out in this Agreement.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Regulatory Body: those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Parties.

Representative: a Party's employee, agent or subcontractor and any employee of the other Party who is seconded to the Party and is acting in accordance with the Party's instructions.

Request for Information: a request for Information or an apparent request under the Code of Practice on Access to Government Information, FOIA or EIR.

Resident Population: means those Service Users who are resident within the Authority's area of responsibility.

Section 75 Governance Board: means the board set up by the Parties in accordance with clause 17 and Schedule 4.

Service User(s): means Adults aged 18 years and over who are eligible to receive the Services, as more particularly described in Schedule 2.

Services: The occupational therapy services to be delivered by or on behalf of the Parties under this Agreement, as more particularly described in Schedule 2.

Specification: means the specification setting out the arrangements for as agreed by the Parties to be commissioned under this Agreement including the Individual Schemes.

Sensitive Personal Data: means Sensitive Personal Data as defined in the Data Protection Legislation.

TUPE: means the Transfer of Undertakings Protection of Employment Regulations 2006 and subsequent amendments to those Regulations;

TUPE Liabilities: means the obligations which may arise with respect to the transfer of such employment under TUPE and any other statute or statutory provision which may from time to time implement or purport to implement the Acquired Rights Directive (2001/23/EC) as the same

may be amended from time to time including without limitation those obligations under Regulation 10 of TUPE 2006.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Working Day: means the core hours of 8.30am to 4.30pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971

Term: the period of the Initial Term as may be varied by:

- a) any extensions to this Agreement that are agreed under clause 3; or
- b) the earlier termination of this Agreement in accordance with its terms.

VAT Guidance: the guidance published by the Department of Health entitled "VAT arrangements for Joint NHS and Local Authority Initiatives including Disability Equipment Stores and Welfare-Section 31 Health Act 1999" as amended or replaced from time to time.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes e-mail.
- 1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.10 References to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the period of three (3) years from the Commencement Date and therefore expiring at the end of the Term.
- 2.2 The Termination Date for this Agreement is 31st March 2027 unless terminated earlier in accordance with the conditions of this agreement

3. EXTENDING THE INITIAL TERM

The Parties may extend this Agreement beyond the Initial Term for a further period or periods of One year up to a maximum of two (2) years from the date of expiry of the Agreement on varied terms as they agree, subject to approval of the NHS Body's board and of the Authority's Adults and Health Committee.

4. PARTNERSHIP ARRANGEMENTS

- 4.1 The Parties enter into these Partnership Arrangements under section 75 of the NHS Act 2006 to provide integrated health and social care services to better meet the needs of the Service Users of the Resident Population than if the Parties were operating independently.
- 4.2 The purpose of this Agreement is to specify the conditions by which the NHS Body (or its successor body) shall take the lead for providing the Services to the Resident Population and to document the accountability arrangements governing the same.
- 4.3 The specific Aims and Outcomes of the Partnership Arrangements are described in Schedule 1.
- 4.4 From the Commencement Date of this Agreement, any Previous Section 75 Agreements are replaced by the provisions of this Agreement.
- 4.5 The Partnership Arrangements shall comprise:
 - (a) the delegation by the Authority to the NHS Body of the Authority Health Related Functions, so that it may exercise the Authority Health Related Functions and act as provider of the Services described in Schedule 2; and
 - (b) the establishment of the Authority's Financial Contribution for the Services.
- 4.6 The NHS Body shall host and provide the financial administrative systems for the Authority's Financial Contribution.

- 4.7 The NHS Body shall appoint a manager, who shall be responsible for:
- (a) managing the Authority's Financial Contribution on behalf of the Parties;
 - (b) managing expenditure from the Authority's Financial Contribution within the budgets set by the Parties and in accordance with the Annual Work Plan; and
 - (c) submitting monthly reports to the Parties, to enable them to monitor the success of the Partnership Arrangements.
- 4.8 Nothing in this Agreement shall prejudice or affect:
- (a) the rights and powers, duties and obligations of the Parties in the exercise of their functions as public bodies or in any other capacity;
 - (b) the powers of the Authority to set, administer and collect charges for any Authority Health Related Function; or
 - (c) the Authority's power to determine and apply eligibility criteria for the purposes of assessment under the Community Care Act 1990.

5. DELEGATION OF FUNCTIONS

- 5.1 For the purposes of the implementation of the Partnership Arrangements, the Authority hereby delegates the exercise of the Authority Health Related Functions to the NHS Body to exercise alongside the NHS Functions and act as integrated provider of Occupational Therapy Services as set out in Schedule 2.
- 5.2 Additional services may be brought within the scope of this Agreement during the Term by agreement.
- 5.3 The purpose of this Agreement is to establish a framework through which the Parties can secure the provision of health and social care services in accordance with the terms of this Agreement.
- 5.4 This Agreement shall include such Functions as shall be agreed from time to time by the Parties as are necessary to commission the Services in accordance with their obligations under this Agreement.
- 5.5 The Specification is annexed at Schedule 2 of this Agreement.
- 5.6 Where the Parties add a new Individual Scheme to this Agreement a Scheme Specification shall be completed and approved by each Party.

- 5.7 The Parties shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
- 5.8 The introduction of any Individual Scheme will be subject to approval by the Section 75 Governance Board.

6. SERVICES

- 6.1 The NHS Body is the Host Partner for the Partnership Arrangement and agrees to act as provider of all of the Services set out in Schedule 2.
- 6.2 The NHS Body shall provide the Services or procure that they are provided (and shall be accountable to the Authority for the same) for the benefit of Service Users:
- (a) to ensure the proper discharge of the Parties respective duties and obligations;
 - (b) with reasonable skill and care, and in accordance with best practice guidance and the Quality Standards;
 - (c) in all respects in accordance with the Aims and Outcomes, the performance management framework, the provisions of this Agreement, and the Authority's applicable policies;
 - (d) in accordance with its rules on contracting; and
 - (e) in accordance with all applicable Law.

7. ANNUAL WORK PLAN

- 7.1 The Parties shall prepare an Annual Work Plan for each element of the Services at least four (4) weeks before the start of the Financial Year. The Annual Work Plan shall:
- (a) set out the agreed Aims and Outcomes for the specific Services;
 - (b) describe any changes or development required for the specific Services and how those changes will be delivered;
- 7.2 The Annual Work Plan shall commence on 1 April at the beginning of the Financial Year and shall continue for twelve (12) months.
- 7.3 The Annual Work Plan may be varied by written agreement between the Parties. Any variation that increases or reduces the number or level of Services in the scope of the Agreement may require the Parties to make corresponding adjustments to the Authority's Financial Contribution.

- 7.4 If the Parties cannot agree the contents of the Annual Work Plan, the matter shall be dealt with in accordance with clause 32 . Pending the outcome of the dispute resolution process or termination of the Agreement under clause 33, the Authority shall make available an amount equivalent to the Authority's Financial Contribution for the previous Financial Year.

8. PERFORMANCE MANAGEMENT

The Parties shall adhere to the performance management framework set out in Schedule 5.

9. FINANCIAL CONTRIBUTIONS

- 9.1 The Authority shall pay the Authority's Financial Contribution to the NHS Body to manage in accordance with this Agreement and the Annual Work Plan.
- 9.2 The Authority's Financial Contribution for the First Financial Year is set out in Schedule 3.
- 9.3 The NHS Body shall invoice the Authority monthly in advance during the Term for that part of the Authority's Financial Contribution required to pay for the Services provided. All invoices received from the NHS Body will be paid by the Authority in accordance with its normal payment terms.
- 9.4 The NHS Body will inform the Authority of any material changes to costs based on the impact of Agenda for Change and any agreed developments contained within the Annual Work Plan. The Authority shall inform the NHS Body of the Authority's Financial Contribution for the following Financial Year by 31 March. The NHS Body will deliver the Services in accordance with the Authority's Financial Contribution
- 9.5 The NHS Body acknowledge and agrees that If at anytime during the service period the NHS Body envisage that a cost increase is required to continue to effectively deliver the Service, they will notify the Authority in writing by providing reasons for the increase and providing documentation to show why the Services cannot continue to be delivered within the agreed financial contribution detailed at Schedule 3 of this Agreement.
- 9.6 For the avoidance of doubt, the NHS Body shall give the Authority one month's written notice to enable the Authority to review the documentation in order to make an informed decision and decide the best way forward with regards to the proposed cost increase. The Authority's Financial Contribution shall not be increased without the express written consent of the Authority.

- 9.7 The NHS Body and the Authority will agree a notional uplift by December 31st of each year, which will be confirmed and adjusted following National Guidance from NHS England.
- 9.8 The Parties agree to adopt "Partnership Structure (a)" as described in the VAT Guidance through which the Parties agree that goods and services will be purchased in accordance with the Authority's VAT regime and reimbursed from the Parties' financial contributions.

10. SET UP COSTS

Each Party shall bear its own costs of the establishment of the Partnership Arrangements under this Agreement.

11. PREMISES

- 11.1 The NHS Body shall provide the Authority with accommodation and facilities in the NHS Body's premises for the Term as the Parties agree are required for the performance of the Services.
- 11.2 The Authority shall provide the NHS Body with accommodation and facilities in the Authority's premises for the Term as the Parties agree are required for the performance of the Services.

12. ASSETS

- 12.1 The NHS Body shall make the NHS Body Assets available to the Partnership Arrangements.
- 12.2 The NHS Body shall maintain and replace the NHS Body Assets as and when required.

13. STAFFING TUPE, AND PENSIONS

- 13.1 The Parties acknowledge and agree that the TUPE Regulations shall apply to any Relevant Transfer under this Agreement as a result of the expiry or termination of this Agreement and shall co-operate with each other to determine whether the TUPE Regulations will apply to the transfer of the Services in whole or part to a new service provider or back in-house to the Parties
- 13.2 The Parties agree to comply with their obligations under TUPE and COSOP and co-operate in a manner consistent with the principles of this Agreement to determine the required financial contributions and other arrangements which are thereafter required

by and from each Party in order to meet the obligations which arise under TUPE and otherwise and always in accordance with the TUPE Liabilities.

- 13.3 The Parties acknowledge and agree that where TUPE is deemed to apply the NHS Body shall provide such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Agreement.
- 13.4 The Parties acknowledge and agree that they shall provide full, accurate and up-to-date information as may be required under the TUPE Regulations relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Agreement.

14. CONTRACTS (PRE-EXISTING AND FUTURE)

- 14.1 The Authority appoints the NHS Body to act as agent for the Authority from the Commencement Date.
- 14.2 The NHS Body shall enter into such contracts with third parties as it sees fit for the purpose of facilitating the discharge of the Authority Health Related Functions and provision of the Services. The NHS Body shall ensure that all contracts entered into concerning the Authority Health Related Functions and/or the Services are capable of assignment or novation to the Authority and any successor body.

15. GOVERNANCE

- 15.1 The Authority shall nominate the Authority's Authorised Officer, who shall be the main point of contact for the NHS Body and shall be responsible for representing the Authority and liaising with the NHS Body's Authorised Officer in connection with the Partnership Arrangements.
- 15.2 The NHS Body shall nominate the NHS Body's Authorised Officer, who shall be the main point of contact for the Authority and shall be responsible for representing the NHS Body and liaising with the Authority's Authorised Officer in connection with the Partnership Arrangements.
- 15.3 The Authorised Officers shall be responsible for taking decisions concerning the Partnership Arrangements, unless they indicate that the decision is one that must be referred to the Section 75 Governance Board.

- 15.4 The NHS Body acknowledge and agree that any decisions likely to adversely affect the delivery of the Agreement, such as non-delivery of the Service or partial delivery of the Service must be referred to the Section 75 Governance Board. Practice changes and service pressures must be addressed as per the Governance Schedule at Schedule 4.
- 15.5 The Parties shall each appoint officers to the Section 75 Governance Board in accordance with Schedule 4. The terms of reference of the Section 75 Governance Board are set out in Schedule 4.

16. QUARTERLY REVIEW AND REPORTING

- 16.1 The Parties shall carry out a quarterly review of the Partnership Arrangements within thirty (30) days of the end of each Quarter.
- 16.2 The manager of the Authority's Financial Contribution shall submit a monthly report to the Authority, the Finance and Performance Board and to the Section 75 Governance Board setting out:
- (a) the performance of the Partnership Arrangements against the performance management framework in the preceding Quarter; and
 - (b) any forecast overspend or underspend of the Authority's Financial Contribution and the action taken to address this.

17. ANNUAL REVIEW

- 17.1 The Parties agree to carry out a review of the Partnership Arrangements within two (2) months of the end of each Financial Year (**Annual Review**), including:
- (a) the performance of the Partnership Arrangements against the Aims and Outcomes;
 - (b) the performance of the individual Services against the service levels and other targets contained in the relevant contracts;
 - (c) plans to address any underperformance in the Services;
 - (d) actual expenditure compared with the Authority's Financial Contribution for the relevant year, and reasons for and plans to address any actual or potential underspend or overspend;
 - (e) review of plans and performance levels for the following year; and
 - (f) plans to respond to any changes in policy or legislation applicable to the Services or the Partnership Arrangements.

18. VARIATIONS

No variation to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Parties

19. STANDARDS

- 19.1 The Parties shall collaborate to ensure that the Partnership Arrangements are discharged in accordance with:
- (a) the service standards set out in Schedule 2 and Schedule 5;
 - (b) the prevailing standards of clinical governance and good social care practice;
 - (c) the Authority's standing orders; and
 - (d) the requirements of any relevant external regulator.
- 19.2 Compliance with clause 19.1 shall be monitored in accordance with the Schedule 4 Governance 4 and Schedule 5 Performance Management Framework.
- 19.3 The Parties shall ensure that each employee is appropriately managed and supervised in accordance with all relevant prevailing standards of professional accountability.

20. HEALTH AND SAFETY

- 20.1 The NHS Body shall (and shall use reasonable endeavours to ensure its Representatives) comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Services and persons working on the Services.
- 20.2 The NHS Body shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974), together with related policies and procedures, are made available to the Authority on request.
- 20.3 The NHS Body shall notify the Authority if any incident occurs in the performance of the Services, where that incident causes any personal injury or damage to property that could give rise to personal injury.

21. EQUALITY DUTIES

- 21.1 The Parties acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.

- 21.2 The NHS Body agrees to adopt and apply policies in carrying out of the Authority Health Related Functions and/or the Services, to ensure compliance with their equality duties.
- 21.3 The NHS Body shall take all reasonable steps to secure the observance of clause 21 by all servants, employees or agents of the NHS Body and all contractors employed in delivering the Services described in this Agreement.

22. FREEDOM OF INFORMATION

- 22.1 The Parties acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Party to comply with these information disclosure requirements, where necessary and appropriate.

23. DATA PROTECTION

- 23.1 The Parties shall observe all of their obligations under the Data Protection Legislation that arise in connection with the Services.
- 23.2 The Parties shall ensure that Personal Data is safeguarded at all times in accordance with the Law, which will include without limitation obligations to:
- (a) (where transferred electronically) only transfer essential data that is (i) necessary for direct Service User care; and (ii) encrypted to the higher of the international data encryption standards for healthcare (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes);
 - (b) have policies which are rigorously applied that describe individual personal responsibilities for handling Personal Data;
 - (c) have agreed protocols for sharing Personal Data with other NHS and non-NHS organisations; and
 - (d) perform an annual information governance self-assessment.
- 23.3 The Parties acknowledge that for the purpose of the Data Protection Legislation, the Parties are independent Controllers of certain Personal Data. The Parties shall comply with the requirements of Schedule 6 when sharing Personal Data.
- 23.4 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

- 23.5 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 23.6 Where a Party has provided Personal Data to the other Party in accordance with clause 23.4, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 23.7 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Agreement.
- 23.8 The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Agreement;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in accordance with Part B of Schedule 6.
- 23.9 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as an independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 23.10 A Party Processing Personal Data for the purposes of the Agreement shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 23.11 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Agreement (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

- 23.12 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

- 23.13 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Agreement as specified in Schedule 6.

- 23.14 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Agreement which is specified in Schedule 6.

- 23.15 The NHS Body shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment that arises in connection with the Agreement. Such assistance may, at the discretion of the Authority:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects (including the risks that are presented by processing, in particular from accidental or unlawful

destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed); and

- (d) the measures (including Protective Measures) envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

or request;

23.16 The NHS Body shall allow for audits of its processing of Personal Data activities by the Authority or the Authority's designated auditor upon reasonable notice by the Authority and in any event no later than ten (10) Business Days after being requested by the Authority to do so.

23.17 Each Party shall designate a data protection officer if required by the Data Protection Legislation. If no data protection officer is required by the Data Protection Legislation, the NHS Body shall, upon signature hereof by the Parties, provide the name, office, contact address, e-mail address and telephone number of a duly authorised officer, who shall act as the NHS Body's representative and contact in relation to all Data Protection Legislation matters arising in relation to the Agreement.

23.18 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than thirty (30) Business Days' notice to the NHS Body amend the Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office or applicable replacement or alternative supervisory authority (as defined in the UK GDPR).

23.19 The Parties shall share information about Service Users to improve the quality of care and enable integrated working. The Parties shall adhere to the provisions of clauses 23 and 24 when sharing information under this Agreement.

24 INFORMATION SHARING

24.1 The Parties shall only share information between them that is necessary to fulfil their respective obligations under this Agreement to support delivery of the integrated care service.

24.2 Where, the NHS Body has received a referral it shall provide the Service User with information explaining the Integrated occupational therapy service. The NHS Body shall ensure that Service Users understand:

- (a) who their personal information will be shared with;
- (b) what of their personal information will be shared; and

- (c) why their personal information is being shared.
- 24.3. The NHS Body shall record a Service Users consent on the NHS Body's individual Service Users electronic health record. The NHS Body shall be responsible for ensuring that each Service Users electronic health record is up to date and accurate at all times.
- 24.4. The NHS Body shall inform Service Users that they have the right to opt out of sharing further information at any point in time, although where such a decision may have an adverse impact on the Services that the Service Users will receive, the NHS Body must make the Service Users aware of this.
- 24.5. The Parties acknowledge the common law duty of confidentiality and the right of Services Users to give, or refuse to give, consent with regard to the sharing of their information.
- 24.6. The Parties acknowledge that in certain circumstances information can be shared without seeking the Service User's consent. They are:
- (d) where the information is required to be shared by Law;
 - (e) where there is a need to act promptly to deal with immediate serious risk;
 - (f) where there is a need to protect children and/or Adults from risk;
 - (g) where there is a risk of harm to others; and
 - (h) where there is an emergency and immediate action is required to preserve life.
- 24.7. Subject to the provisions of clause 24.8, if a Service User's information has been shared without consent pursuant to the provisions of clause 24.6, then the NHS Body shall ensure that this is clearly documented on the Service User's health record including the fact that the Service User has been informed of the reasons for doing so and with whom the information has been shared.
- 24.8. If the act of informing a Service User that their personal information will be shared would itself result in an unacceptable risk then such information can be shared without informing the Service User provided that the Service User is informed as soon as the NHS Body deems it safe to do so.

HEALTH AND SOCIAL CARE RECORDS

24.9 The NHS Body shall be responsible for facilitating Service Users in accessing their Personal Data in accordance with the Data Protection Legislation.

25. CONFIDENTIALITY

- 25.1 The Parties agree to keep confidential all documents relating to or received from the other Party under this Agreement that are labelled as confidential.
- 25.2 Where a Party receives a request to disclose Information that the other Party has designated as confidential, the receiving Party shall consult with the other Party before deciding whether the Information is subject to disclosure.

26. AUDIT

- 26.1 The NHS Body shall arrange for the audit of the accounts of the Authority's Financial Contributions in accordance with its statutory audit requirements.
- 26.2 The NHS Body shall provide to the Authority any reports and information required concerning the Services on reasonable notice.
- 26.3 The Parties shall co-operate in the provision of Information, and access to premises and staff, to ensure compliance with any statutory and/or internal inspection requirements, or other monitoring or scrutiny functions. The Parties shall implement recommendations arising from these inspections, where appropriate.

27. INSURANCE

- 27.1 The Parties shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.
- 27.2 The Parties shall co-operate with each other in the defence of any claim arising under this Agreement using the Insurance Protocol as guidance.
- 27.3 Each Party shall be responsible for insuring the premises and assets it contributes to the Partnership Arrangements.

28. INDEMNITIES

Each Party (**Indemnifying Party**) shall indemnify and keep indemnified the other Party (**Indemnified Party**) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, the Indemnifying Party's employees, or any of its Representatives 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 applicable Law by the Indemnified Party or its Representatives.

29. LIABILITIES

- 29.1 Subject to clause **Error! Reference source not found.**, neither Party shall be liable to the other Party for claims by third parties arising from any acts or omissions of the other Party in connection with the Services before the Commencement Date.

29.2 Each Party shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party under this Agreement.

30. COMPLAINTS AND INVESTIGATIONS

30.1 The NHS Body shall endeavour to resolve any complaints it receives about this Section 75 Agreement or the Services through its own complaints procedures and in accordance with the Complaints Regulations. It shall publicise the existence of a complaints procedure to those who have a right to complain and ensure that Service Users and their representatives are informed of their right to complain to the Ombudsman on conclusion of the complaints process if they are not satisfied with the NHS Body's response.

30.2 Where the NHS Body investigates a complaint the Authority shall provide all necessary assistance with the investigation of the complaint, including the sharing of all information that the NHS Body requests to enable it to investigate the complaint.

30.3 Where a Service User or their representative makes a complaint directly to the Authority the Authority will deal with such complaint in accordance with their own complaints Procedures, and in accordance with the Complaints Regulations. The NHS Body shall provide all necessary assistance with the investigation of the complaint, including the sharing of all information that the Authority requests to enable it to investigate the complaint.

30.4 The Parties shall co-operate with each other to enable them to comply with the provisions of the Complaints Regulations in dealing with any complaint made relating to this Section 75 Agreement and the Services.

30.5 Where a Party considers that a complaint which it has received should be dealt with by the other Party in accordance with Regulation 6 (5) of the Complaints Regulations it shall pass that complaint to the other Party to be dealt with.

30.6 The Parties shall review these arrangements if there are any changes to the Complaints Regulations with the aim of moving as close as is permitted by guidance and regulations to a fully integrated process for handling all complaints about the Services.

30.7 The Parties shall each notify the other of any investigation by the Ombudsman and fully comply with the investigation, including providing access to Information and making staff available for interview.

- 30.8 Quarterly reports regarding, informal complaints, formal complaints and compliments will be provided as part of the performance management framework.

31. CO-OPERATION WITH OTHERS

- 31.1 The Parties shall promote and facilitate the involvement of Service Users, carers and members of the public as appropriate in the delivery of the Services .

32. DISPUTE RESOLUTION

- 32.1 The members of the Section 75 Governance Board shall use their best endeavours to resolve disputes arising out of this Agreement.
- 32.2 If any dispute referred to the Section 75 Governance Board is not resolved within fourteen (14) days, either Party, by notice in writing to the other, may refer the dispute to the chief executives (or equivalent) of the Parties, who shall co-operate in good faith to resolve the dispute as amicably as possible within seven (7) days of service of the notice.
- 32.3 If the chief executives (or equivalent) fail to resolve the dispute in the allotted time, the Parties shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”). Unless otherwise agreed between the Parties, the mediation will be arranged jointly by NHS England and NHS Improvement for disputes. Expert Determination for disputes will be undertaken by an independent and suitably experienced Expert allocated by NHS England and NHS Improvement. To initiate the mediation a Party must give notice in writing (“Dispute Notice”) to the other Party to the dispute requesting a mediation. The mediation shall start not later than twenty-eight (28) days after the date of the Dispute Notice.
- 32.4 Any dispute not resolved within a reasonable time in accordance with clause 32.3 which arises or occurs between the Parties in relation to any thing or matter arising out of or in connection with this Agreement shall be finally settled by arbitration by one (1) arbitrator appointed in default of agreement between the Parties by the President or Vice President, for the time being, of the Chartered Institute of Arbitrators.
- 32.5 Either Party may refer a dispute for arbitration at any time and the commencement of mediation shall not prevent the Parties commencing or continuing any arbitration proceedings.

32.6 This clause 32 shall not prevent either Party from seeking injunctive relief at any time during the Term (regardless of whether the Dispute Resolution Procedure set out in this clause 32 has been exhausted or not) in the case of any breach or threatened breach by the other Party of any obligation under this Agreement.

33. TERMINATION

33.1 Without prejudice to other rights and remedies at law, and unless terminated under clause 33.2 or 33.3, either Party may terminate this Agreement at any time by giving twelve (12) months' written notice to the other Party.

33.2 Either Party (for the purposes of this clause 33.2, the **First Party**) may terminate this Agreement with immediate effect by the service of written notice on the other Party (for the purposes of this clause 33.2, the **Second Party**) in the following circumstances:

- (a) if the Second Party is in breach of any material obligation under this Agreement, provided that, if the breach is capable of remedy, the First Party may only terminate this Agreement under clause 33.2 if the Second Party has failed to remedy the breach within twenty-eight (28) days of receipt of notice from the First Party (**Remediation Notice**) to do so;
- (b) there is a Change in Law that prevents either Party from complying with its obligations under this Agreement;
- (c) its fulfilment of its obligations would be in contravention of any applicable guidance from the UK Government issued after the Commencement Date;
- (d) its fulfilment would be ultra vires; or
- (e) following a failure to resolve a dispute under clauses 32.1 and 32.2.

33.3 The provisions of clause 34 shall apply on termination of this Agreement.

33.4 The NHS Body shall implement and comply with the requirements of the Exit Strategy at Schedule 8 and shall support and assist the Authority in managing the smooth and timely transition of the Services in respect of the expiry or termination of the Agreement, by providing all necessary resources, records and information relating to the Services and/or handing over Services to the Authority or any replacement provider of the Services..

34. CONSEQUENCES OF TERMINATION

34.1 On the expiry of the Term, or if this Agreement is terminated for any reason:

- (a) the Parties will comply with the Exit Strategy;

- (b) premises and assets shall be returned to the contributing Party in accordance with the terms of their leases, licences or agreed schedule of condition;
- (c) assets purchased from the Authority's Financial Contributions shall be disposed of by the NHS Body and the proceeds of sale allocated according to the Authority;
- (d) contracts entered into by the NHS Body concerning the Authority Health Related Functions and/or the Services shall be novated to the Authority and the Authority shall accept the novation; and
- (e) the NHS Body shall transfer to the Authority all records in its possession relating to the Authority Health Related Functions and the Services.

34.2 The provisions of the following clauses shall survive termination or expiry of this Agreement:

- (a) clause 222
- (b) clause 23;
- (c) clause 0;
- (d) clause 26;
- (e) clause 28;
- (f) clause 29; and
- (g) clause 34.

35. PUBLICITY

35.1 The Parties shall use reasonable endeavours to consult one another before making any press announcements concerning the Services or the discharge of either Party's obligations under this Agreement.

35.2 All stationery, publications and liveries used by the NHS Body with regard to this Agreement shall be designed in accordance with standards to be agreed with the Authority.

36. NO PARTNERSHIP

36.1 Nothing in this Agreement shall be construed as constituting a legal partnership between the Parties or as constituting either Party as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.

36.2 The provisions of the Partnership Act 1980 will not apply to this Agreement.

37. THIRD PARTY RIGHTS

No one other than a party to this Agreement (their successors and permitted assignees) shall have any right to enforce any of its terms.

38. NOTICES

- 38.1 Notices shall be in writing and shall be sent to the other Party marked for the attention of the chief executive (or equivalent) or another person duly notified by the Party for the purposes of serving notices on that Party, at the address set out for the Party in this Agreement.
- 38.2 Notices may be sent by first class mail or email.. Correctly addressed notices sent by first class mail shall be deemed to have been delivered seventy-two (72) hours after posting. Emails shall be deemed to have been received instantaneously.

39. ASSIGNMENT AND SUBCONTRACTING

Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party.

40. SEVERABILITY

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

41. WAIVER

- 41.1 The failure of either Party to enforce any of the provisions of this Agreement at any time or for any period of time shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Party thereafter to enforce such provision.
- 41.2 No waiver in any one or more instances of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such provision in other instances.

42. ENTIRE AGREEMENT

This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the Parties relating to the subject matter of it and

supersede all prior agreements, arrangements and understandings between the Parties relating to that subject matter.

43. FORCE MAJEURE

43.1. Neither Party shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that Party to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.

43.2. On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable in writing. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect, including timescales.

43.3. As soon as practicable, following notification as detailed in Clause 43.2, the Parties shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 43.4, facilitate the continued performance of the Agreement.

43.4. If the Force Majeure Event continues for a period of more than 90 days, either Party shall have the right to terminate the Agreement by giving 30 days written notice of termination to the other Party. For the avoidance of doubt, no compensation shall be payable by either Party as a direct consequence of this Agreement being terminated in accordance with this Clause.

44. FAIR DEALINGS

The Parties recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this Agreement, unfairness to either of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

45. GOVERNING LAW AND JURISDICTION

45.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

45.2. Subject to Clause 32 (Dispute Resolution), the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims)

IN WITNESS WHEREOF This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**THE COMMON SEAL of
CAMBRIDGESHIRE COUNTY
COUNCIL**

was hereunto affixed in the presence of:

Authorised Signatory

**THE COMMON SEAL of
CAMBRIDGESHIRE AND
PETERBOROUGH NHS FOUNDATION
TRUST**

was hereunto affixed in the presence of:-

Authorised Signatory

OT Section 75 Schedules (see separate document)

SCHEDULE 1

Aims and Objectives of the Service

SCHEDULE 2

Service Specification

SCHEDULE 3

Financial Contribution

SCHEDULE 4

Governance

SCHEDULE 5

Performance Management

SCHEDULE 6

Data Sharing & Data Processing (GDPR)

SCHEDULE 7

Exit Strategy Principles