

**Agreement Relating to the Shared Management of the Management
Infrastructure of the Ipswich and East Suffolk Clinical Commissioning
Group and West Suffolk Clinical Commissioning Group**

October 2012

Between

West Suffolk Clinical Commissioning Group

And

Ipswich and East Suffolk Clinical Commissioning Group

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1 Parties to the Agreement

- 1.1 This Agreement is made on the [] between:
- (1) NHS West Suffolk Clinical Commissioning Group (referred to as 'WSCCG');
 - and
 - (2) NHS Ipswich and East Suffolk Clinical Commissioning Group (referred to as 'I&ESCCG').
- 1.2 WSCCG and I&ESCCG are the Parties to this Agreement.

2 Introduction and Background

- 2.1 The Parties agree that in order to make best use of their limited resources for management they will jointly establish a Management Infrastructure. The Parties agree that WSCCG will employ those staff in the Management Infrastructure.
- 2.2 The I&ESCCG and WSCCG are clinically led organisations. The vision, objectives and priorities have been developed by the GP led Governing Body with input from members plus a range of stakeholders and supporting information. The objectives of the Management Infrastructure is to deliver the outcomes set out by the two clinically led CCG organisations in an efficient and effective manner.
- 2.3 There are some core principles for the Management Infrastructure:
- 2.3.1 There are two separate clinically led CCG organisations with different objectives and priorities. Success is about delivering for both Parties
 - 2.3.2 Work is carried out on a locality specific basis unless it is more effective to work jointly across the Parties in which case that is what is done.
 - 2.3.3 Best practice and learning is shared across the management team for the benefit of both CCGs
 - 2.3.4 Support for delivery of the CCG outcomes is sourced from the best value for money route available, whether this is in house delivery or outsourcing.

3 Purpose of the Agreement

- 3.1 This Agreement sets out the arrangements for the management of the Management Infrastructure of I&ESCCG and WSCCG.

4 Performance Management and Handling of Management Decisions

- 4.1 The Chief Accountable Officer (CAO) will be responsible for ensuring management and performance levels of all management elements of the CCGs

including the CCG specific Redesign and Operating Officer offices. Any concerns regarding the Management Infrastructure shall be raised with the CAO who will be responsible for resolving. The CAO will report to each of the CCG Chairs and be accountable to the Ipswich and East Suffolk CCG and West Suffolk CCG Group (referred to as 'the Group').

4.2 The Group's Terms of Reference are attached at Schedule 2 and its purpose is to:

4.2.1 Oversee and manage the CCGs Management Infrastructure

4.2.2 Oversee and manage written agreements detailing the scope of collaboration between the CCGs, with clear lines of accountability and decision-making processes

4.2.3 Support the necessary mechanisms for the CCGs to collaborate with each other where circumstances necessitate this.

5 Allocation of Costs/Liabilities

5.1 Management Infrastructure staff will be employed by WSCCG. This shall have no effect on the performance or focus of the teams. Costs will be reallocated by recharging between the Parties.

5.2 The method for allocation of costs/liabilities for the Parties is:

5.2.1 The employment costs for staff in the CCG specific Redesign and Operating Officer offices and other directly identifiable CCG specific management costs will be charged to the relevant CCG

5.2.2 All other employment and management costs will be split between the two CCGs based on the ratio of resource allocation levels (currently 60:40 I&ESCCG:WSCCG)

5.2.3 All management cost related liabilities (e.g. redundancy costs) will be split between the two CCGs on the same basis as set out in 5.2.1 and 5.2.2 above.

6 Handling of Remuneration Decisions

6.1 Remuneration decisions related to the Management Infrastructure will be guided by a Joint Suffolk Remuneration Advisory Group. The Terms of Reference are attached at Schedule 3 and the main purpose is to advise the individual CCG Remuneration Committees on remuneration decisions relating to all management elements of the CCGs (this will not include GP, lay member or secondary care consultant remuneration issues which are CCG specific).

7 Data Sharing Agreement

- 7.1 I&ESCCG agrees to allow the Management Infrastructure access to patient level data relating to their patients in accordance with the Data Sharing Agreement at Schedule 4.

8 Dispute Resolution

- 8.1 Where agreement cannot be reached on an issue relating to this Agreement the dispute may be referred to the Group for determination. If no agreement can be reached by the Group then the issue may be referred to the National Commissioning Board's Local Area Team for determination. Initially this will be through mediation but if this is not successful will be through arbitration.

9 Notice Periods

- 9.1 If either Party wishes to terminate this Agreement, this should be in writing from the Chair of the CCG and give at least 12 months' notice.
- 9.2 The costs of termination will be borne by the Party giving notice. This clause shall take precedence over the allocation of costs and liabilities outlined in Clause 5.2.

Schedule 1: Glossary

Data Sharing Agreement	Is the agreement at Schedule 4.
Dispute Resolution	Has the meaning given to it in Clause 8.
Group	Means the Ipswich and East Suffolk CCG and West Suffolk CCG Group
Parties	Means I&ESCCG and WSCCG
Agreement	Means this document
Management Infrastructure	Means the staff employed by the WSCCG who carry out commissioning functions on behalf of both Parties
Terms of Reference	Means the Terms of Reference of the Partnership Board as agreed and inserted at Schedule 2.

Schedule 2: I&ESCCG and WSCCG Group - Terms of Reference

I&ESCCG & WSCCG GROUP

TERMS OF REFERENCE

1. PURPOSE OF THE GROUP

The I&ESCCG & WSCCG Group exists to:

- Oversee and manage the CCGs shared management arrangements.
- Oversee and manage written agreements detailing the scope of collaboration between the CCGs, with clear lines of accountability and decision-making processes.
- Supporting necessary mechanisms for the CCGs to collaborate with each other where circumstances necessitate this.

2. KEY FUNCTIONS OF THE FORUM

The key functions of the I&ESCCG & WSCCG Group are to:

- Provide a medium for sharing expertise and good practice in clinical commissioning.
- Oversee the development and performance of the CCG shared management support arrangements.
- Support collaborative working between CCGs to ensure efficient and effective health care provision across Suffolk, particularly for those services that would benefit from commissioning on a larger footprint.
- Provide a medium in which individual CCGs can negotiate and agree shared positions regarding individual commissioning decisions thus avoiding recourse to avoidable NCB involvement.

3. RELATIONSHIP WITH THE GOVERNING BODIES

The I&ESCCG & WSCCG Group has authority from the Ipswich and East Suffolk and West Suffolk CCGs to execute its key functions and is accountable to the respective Governing Bodies operating within agreed delegated powers.

4. REPORTING PROCEDURES AND MEETINGS

The I&ESCCG & WSCCG Group will meet bi-monthly. Reports of its meetings will be presented to the next available meetings of the Ipswich and East Suffolk and West Suffolk Governing Bodies.

The agenda and supporting papers will be sent out at least 5 days in advance of the meetings to allow time for due consideration of issues.

Meetings will be timetabled and agreed in advance.

5. MEMBERSHIP, QUORUM AND VOTING

Membership of the Suffolk Joint CCG Forum will include:

- Independent Chairman (appointment agreed by both CCGs) □
- CCG Governing Body Chairs □
- CCG Governing Body Lay Members with Responsibility for Governance □
- CCG Accountable Officer

A quorum will require at least three members, including at least one GP from each CCG to be present.

Those Group members marked □ are voting members. □ Where voting is required and in the event of an equal vote, the Chair of the Group will have the casting vote.

In the event of the Chair being unable to attend all or part of a Committee meeting, he or she will nominate a replacement from within the membership to deputise for that meeting.

6. SECRETARY

The Governing Body Secretary shall be secretary to the Group and he/she, or their nominee, shall attend to take minutes. The Governing Body Secretary shall provide appropriate support to the Chair and Group members by drawing their attention to best practice, national guidance and other relevant issues as appropriate.

7. CONDUCT OF THE FORUM

The Group will review on an annual basis its own performance and effectiveness including running costs and membership and terms of reference. The Clinical Commissioning Group Governing Bodies will approve any resulting changes to the terms of reference or membership.

Author: Colin Boakes
September 2012

Schedule 3: Joint Suffolk Remuneration Advisory Group – Terms of Reference

NHS WEST SUFFOLK AND IPSWICH & EAST SUFFOLK CLINICAL COMMISSIONING GROUPS

SHARED MANAGEMENT

REMUNERATION AND HUMAN RESOURCES COMMITTEE

TERMS OF REFERENCE

1 INTRODUCTION

The Committee is established to advise the Clinical Commissioning Groups Remuneration and HR Committees and through them, the Governing Bodies, about the appropriate remuneration and terms of service for the Accountable Officer, other Chief Officers Officers and staff shared by the Clinical Commissioning Groups. The Terms of Reference are based on the NHS Commissioning Board template and are approved by the NHS West Suffolk and Ipswich & East Suffolk Clinical Commissioning Group Governing Bodies. They are reviewed on a periodic basis but no less than every two years.

2 REMIT AND RESPONSIBILITIES OF THE COMMITTEE

- 2.1 The Committee shall make recommendations to the respective Remuneration and HR Committees and through them to the Governing Bodies on determinations about pay and remuneration for employees of the Shared Management organisation and people who provide services to it and allowances under any pension scheme it might establish as an alternative to the NHS pension scheme.
- 2.2 The Committee shall review, on an annual basis, the Accountable Officer's performance by way of:
- (i) Making recommendations to the CCG Remuneration and HR Committees and through them to the Governing Body Chairs' who set the Accountable Officer's objectives.
 - (ii) Reviewing and commenting upon the Governing Body Chairs' initial assessment of the Accountable Officer's performance.
 - (iii) Making recommendations to the Governing Body Chairs' on any amendments considered necessary in support of the

final assessment of the Accountable Officer's performance.

- 2.3 The Committee shall determine the terms of service (pay and non-pay benefits) of the Shared Management staff.
- 2.4 The Committee shall establish arrangements for monitoring and evaluating the performance of individual Chief Officers and other staff, as approved by the Governing Bodies.
- 2.5 The Committee shall determine and approve the application of Clinical Excellence Awards.
- 2.6 The Committee shall advise on and oversee contractual arrangements for staff by developing policies for recommendation to the CCG Remuneration and HR Committees and Governing Bodies, to ensure an equitable and consistent approach.
- 2.7 The Committee shall determine and oversee contractual arrangements with Shared Management staff and any termination payments.
- 2.8 The Committee shall receive the minutes of any sub groups that may be formed.
- 2.9 In making its recommendations and decisions the Committee will take into account:
 - (i) Provisions of any national guidance and arrangements
 - (ii) Relevant legislation (in particular anti-discrimination and equal pay legislation)
 - (iii) Best practice and affordability
 - (iv) Employee relations and relevant staffing matters within the Clinical Commissioning Group
 - (v) Remuneration levels elsewhere within the NHS and other relevant labour markets
 - (vi) Trends and development in non-pay benefits and terms and conditions
 - (vii) Organisational performance
 - (viii) Auditor requirements

- (ix) Existing terms and conditions of service
 - (x) Statutory health and safety legislation and best practice
- 2.10 The Committee will retain the right to place specific reports, on an exception basis with the agreement of the Chair, in a closed agenda whereby the content of the report and subsequent discussion, will not be accessed under the Freedom of Information Act 2000. Reports placed in a closed agenda will be returned to the Governing Body Secretary or nominated deputy at the meeting for shredding. Committee members will be responsible for deleting the relevant electronic records from their own computer systems.

3 RELATIONSHIP WITH THE GOVERNING BODIES

- 3.1 The Committee has authority from the NHS West Suffolk and Ipswich & East Suffolk Clinical Commissioning Group Governing Bodies to recommend matters in respect of the remuneration and terms of service of the Accountable Officer, other Chief Officers and Shared Management staff, where issues of confidentiality and possible conflicts of interest are concerned. The Committee is accountable to the NHS West Suffolk and Ipswich & East Suffolk Clinical Commissioning Group Governing Bodies through their respective Remuneration and HR Committees.
- 3.2 The Chair of the Committee in consultation with colleagues on the Committee will make decisions that are required urgently.
- 3.3 The Chair of the Committee or their nominee shall recommend to the Clinical Commissioning Groups Remuneration and HR Committees, decisions made that affect the Accountable Officers terms and conditions of employment. The Chief Finance Officer will sign the appropriate administrative forms. Should the Chief Finance Officer be absent, his/her authority will be delegated.
- 3.4 The Committee has delegated powers from the Governing Bodies for all Human Resources policies and procedures and issues that may impact on the terms and conditions of employment of Shared Management staff, for instance lease cars and travel policies.
- 3.5 The Committee has delegated powers from the Governing Bodies for all matters of health and safety within Shared Management.
- 3.6 Formal minutes shall be kept of the proceedings and approved by members of the Committee prior to submission to the next meeting of the Clinical Commissioning Group Remuneration and HR Committees.

- 3.7 The Chair of the Committee shall draw to the attention of the Clinical Commissioning Group Remuneration and HR Committees, any issues that require disclosure to their Governing Bodies, or require executive action.

4 MEMBERSHIP OF COMMITTEE

- 4.1 The Committee shall consist of the Chairs of the NHS West Suffolk and Ipswich & East Suffolk Clinical Commissioning Group Remuneration and HR Committees and a minimum of two other members appointed by the Clinical Commissioning Group Governing Bodies, one of whom will be the Chair of an Audit Committee. Membership may include individuals who are not on the Governing Body.

- 4.2 The chair of the Committee will be decided.

In the event of the Chair being unable to attend all or part of a Committee meeting, he or she will nominate a replacement from within the membership to deputise for that meeting.

- 4.3 Shared Management Chief Officers are not eligible for membership of the Committee. A senior representative for HR and the Accountable Officer are invited to attend in an advisory capacity. It is acknowledged that HR advice should be sought to assist the Committee in reaching decisions and it would be expected for the HR representative to be present throughout the meeting, unless the majority of the Committee and the Chair considered otherwise. Other Chief Officers will be invited to attend as appropriate.
- 4.4 The Accountable Officer shall not be present for discussion about their own remuneration and terms of service, but may be present to discuss other individual's terms.
- 4.5 Full time employees or individuals who claim a significant proportion of their income from the Clinical Commissioning Groups Shared Management will not be Members of the Committee.

5 SECRETARY

The Governing Body Secretary shall be secretary to the Committee and he/she, or their nominee, shall attend to take minutes. The Governing Body Secretary shall provide appropriate support to the Chair and committee members by drawing their attention to best practice, national guidance and other relevant issues as appropriate.

6 QUORUM

A quorum shall be two members.

7 FREQUENCY OF MEETINGS

7.1 Meetings shall be quarterly.

7.2 The agenda and supporting papers will be sent out at least 5 days in advance of the meetings to allow time for due consideration of issues.

7.3 Meetings will be timetabled and agreed in advance.

8 CONDUCT OF THE COMMITTEE

The Committee will review on an annual basis its own performance and effectiveness including running costs and membership and terms of reference. The Clinical Commissioning Group Remuneration and HR Committees and Governing Bodies will approve any resulting changes to the terms of reference or membership.

July 2012

Schedule 4: Data Sharing Agreement

Data Processing Agreement

BETWEEN

**Ipswich & East Suffolk Clinical Commissioning Group of Rushbrook House,
Paper Mill Lane, Bramford, Ipswich, IP8 4DE
(Hereinafter known as the I&ES CCG)**

AND

**West Suffolk Clinical Commissioning Group of Active Business Centre, 33 St
Andrew's Street South, Bury St Edmunds,
Suffolk IP33 3PH
(Hereinafter known as the WSCCG)**

**In support of the Contract For The Provision Of Data Processing and
Reporting Services**

1.0 Introduction

1.1 This Agreement provides an operating framework to enable lawful disclosure of NHS information to and data processing by working on behalf of the I&ES CCG, taking account of the Data Protection Act 1998, NHS guidance on confidentiality of personal information, the common law duty of confidence and other applicable legislation.

1.2 The terms and conditions of this Agreement shall apply to all NHS Information provided by the I&ES CCG, or obtained by the WSCCG from other sources as part of the delivery of the contracted services, or derived from any combination thereof.

1.3 This Agreement between the I&ES CCG and the WSCCG supports and is specific to data processing and reporting.

2.0 Definitions

2.1 **Personal Information** any factual information or expressions of opinion relating to an individual who can be identified directly from that information or in conjunction with any other information coming into the possession of the data holder.

2.2 **Sensitive Information** the eight categories of personal information defined as sensitive personal data in section 2 of the Data Protection Act 1998 (DPA) and, in this Agreement specifically including (but not limited to) information about the physical & mental health, sexual life or sexuality of patients or service users.

2.3 **Confidential Information** any information or combination of information that contains details about an organisation or an individual person that was provided in confidence. This includes non-personal corporate or technical information that is commercially sensitive, drafts of documents that are not ready for publication, restricted information & documents, etc.

2.4 **NHS Information** any information as defined in 2.1 to 2.3 above that I&ES CCG owns. This includes all information supplied to the WSCCG by the I&ES CCG and any additional information that the WSCCG obtains during the term of the contract and shall apply equally to original NHS Information and all back-up and/or copies printed out.

2.5 **Data Controller** the individual or organisation that decides the purpose of processing personal information, including what information will be processed and how it will be obtained; in this Agreement I&ES CCG is the data controller.

2.6 **Data Processor** an individual or organisation that processes personal information whilst undertaking a business activity or contracted service on behalf of the data controller; in this Agreement the WSCCG is the data processor.

2.7 Data Processing any business activity or contracted service that involves using personal information including obtaining, recording, holding, viewing, storing, adapting, altering, deleting, disclosing. This is not restricted to computer processing, but includes manual files and verbal discussions.

2.8 Data Processed is detailed in the document entitled “Info flows on behalf of CCGs”.

3.0 General

3.1 All NHS Information referred to in 2.4 above remains the property of the I&ES CCG and shall be retained by the WSCCG for a period commensurate with NHS Standards after completion of the contracted service before being securely destroyed by the WSCCG.

3.2 Under the terms of this Agreement the I&ES CCG shall provide the WSCCG with the minimum amount of NHS Information necessary to deliver the contracted service and, in particular, personal and sensitive information will be supplied on a restricted ‘need to know’ basis.

3.3 The WSCCG shall not use or process NHS Information for any purpose other than as directed by the I&ES CCG for delivery of the contracted service.

3.4 Any minor changes to this Agreement that may become necessary from time to time shall be made by the I&ES CCG to the WSCCG as a written variation.

3.5 In the event of major changes being required, I&ES CCG shall terminate this Agreement and replace in full with an updated version.

4.0 Description of NHS Information

4.1 The NHS information covered in this Agreement relates to all patient level information.

5.0 Data Protection

5.1 The WSCCG shall comply with all aspects of the DPA, including regularly reviewing and updating all relevant notifications to the Information Commissioner.

5.2 The WSCCG shall take appropriate technical and organisational measures against unlawful and unauthorised processing of NHS Information and against accidental loss, destruction of and damage to NHS Information.

5.3 The WSCCG shall not transfer or permit the transfer of NHS Information to any territory outside the European Economic Area.

6.0 Policies and Procedures

6.1 The WSCCG shall maintain appropriate confidentiality, information security, data protection and records management policies.

6.2 The WSCCG shall provide the I&ES CCG with copies of the policies referred to in 5.1 above on request.

7.0 WSCCG Employees

7.1 The WSCCG shall undertake all reasonable background checks to verify the identity, honesty, trustworthiness and general suitability of all employees likely to use or have access to NHS Information.

7.2 The WSCCG shall include appropriate confidentiality clauses in employment contracts, including details of sanctions against any employee acting in a deliberate or reckless manner that breaches confidentiality or the non-disclosure provisions of DPA or causes damage to or loss of NHS Information.

7.3 The WSCCG shall ensure that all employees are aware of and act in accordance with the policies referred to in 6.1 above.

7.4 The WSCCG shall ensure that all employees are adequately trained to understand and comply with their responsibilities under DPA, the common law duty of confidence and this Agreement and shall provide the I&ES CCG with evidence of that training on request .

7.5 The WSCCG shall ensure that only those employees involved in delivery of the contracted service use or have access to NHS Information on a strict 'need to know' basis and shall implement appropriate access controls to ensure this requirement is satisfied.

7.6 The WSCCG shall ensure that any employees involved in delivery of the contracted service who do not specifically need to use personal information as part of their role have restricted access to anonymised NHS Information and/or redacted extracts only.

8.0 Security – General

8.1 The I&ES CCG will not contract services from contractors unable or unwilling to comply with the terms of this Agreement and reserves the right to terminate the contract if either party is unable to agree necessary amendments in future.

8.2 The WSCCG shall not under any circumstances share, disclose or otherwise reveal NHS Information (in whole or in part) to any individual, business or other organisation not directly involved in delivery of the contracted service without the explicit written consent of the I&ES CCG.

8.3 The WSCCG shall notify the I&ES CCG immediately of any incidents or activities that suggest non-compliance with any of the terms of this Agreement. This includes 'near miss' situations even if no actual damage to or loss or inappropriate disclosure of NHS Information results.

9.0 Security – Physical

9.1 The WSCCG shall ensure that all NHS information is physically protected from potential damage arising from environmental hazards such as fire and flood.

9.2 The WSCCG shall ensure that all NHS information is held on premises that are adequately protected from unauthorised entry and/or theft of NHS Information or any IT equipment on which it is held by, for example, the use of burglar alarms, security doors, ram-proof pillars, controlled access systems, etc.

10.0 Security – IT Systems

10.1 The WSCCG shall only hold NHS information on secure servers and not on portable media or devices such as laptops or USB memory sticks or CD-ROMs.

10.2 The WSCCG shall ensure that:

10.2.1 All portable media used for storage or transit of NHS information are fully encrypted in accordance with NHS Guidelines on encryption to protect personal information (January 2008).

10.2.2 Portable media are not left unattended at any time (e.g. in parked cars, in unlocked & unoccupied rooms, etc.).

10.2.3 When not in use, all portable media are stored in a locked area and issued only when required to authorised employees, with a record kept of issue and return.

10.3 The WSCCG shall not allow employees to hold NHS Information on their own personal computers.

10.4 The WSCCG shall ensure adequate back-up facilities to minimise the risk of loss of or damage to NHS information and that a robust business continuity plan is in place in the event of restriction of service for any reason.

10.5 The WSCCG shall only make printed paper copies of NHS information if this is essential for delivery of the contracted service.

10.6 The WSCCG shall store printed paper copies of NHS information in locked

cabinets when not in use and shall not remove from premises unless this is essential for delivery of the contracted service.

10.7 The WSCCG shall not transmit NHS information by email except as an encrypted attachment using 7 Zip or from NHS mail to NHS mail.

10.8 The WSCCG shall provide the I&ES CCG with a signed Information Governance Statement of Compliance (IGSoC) as confirmation of achieving level 2 in respect of the NHS Information Governance Toolkit before the I&ES CCG can allow any access to networked IT systems (e.g. N3, Summary Care Record, etc).

10.9 The WSCCG shall register as a NHS Business Partner at <http://www.connectingforhealth.nhs.uk/systemsandservices/infogov/igsoc/non-nhs> for IGSoC purposes.

11.0 Secure Destruction

11.1 The WSCCG shall ensure that NHS information held in paper form (regardless of whether as originally provided by the I&ES CCG or printed from the WSCCG's IT systems) is destroyed using a cross cut shredder or sub-contracted to a confidential waste company that complies with European Standard EN15713.

11.2 The WSCCG shall ensure that electronic storage media used to hold or process NHS Information is destroyed or overwritten to current CESG standards as defined at www.cesg.gov.uk

11.3 In the event of any bad or unusable sectors that cannot be overwritten, the WSCCG shall ensure complete and irretrievable destruction of the media itself.

11.4 The WSCCG shall provide the I&ES CCG with copies of all relevant overwriting verification reports and/or certificates of secure destruction of NHS information at the conclusion of the contract.

12.0 Sub-contracting of Contracted Services

12.1 The WSCCG shall not sub-contract any or all aspects of delivery of the contracted service without the explicit written authorisation of the I&ES CCG.

12.2 The WSCCG shall ensure that sub-contractors are contractually subject to the same data processing and confidentiality terms as detailed in this Agreement.

13.0 Monitoring & Audit

13.1 The WSCCG shall permit the I&ES CCG to monitor compliance with the terms of this Agreement, by:

13.1.1 Allowing I&ES CCG employees or nominated representatives to enter any premises where NHS information is held, at all reasonable times and with or without prior notice, for the purpose of inspection.

13.1.2 Completing and returning a Data Security Questionnaire at the request of the I&ES CCG.

14.0 Freedom of Information

14.1 The WSCCG acknowledges that the I&ES CCG is a public authority for the purpose of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).

14.2 Basic details of the contract shall be included in the appropriate log under the I&ES CCG's Publication Scheme.

14.3 In addition, the I&ES CCG may be statutorily required to disclose further information about the contracted service or the contract itself in response to a specific request under FOIA or EIR, in which case:

14.3.1 The WSCCG shall provide the I&ES CCG with all reasonable assistance and co-operation to enable the I&ES CCG to comply with its obligations under FOIA or EIR.

14.3.2 The I&ES CCG shall consult the WSCCG regarding commercial or other confidentiality issues in relation to the contract, however the final decision about disclosure of information or application of exemptions shall rest solely with the I&ES CCG.

15.0 Legal Jurisdiction

15.1 This Agreement is governed by and shall be interpreted in accordance with the law of England and Wales.

15.2 In the event of a dispute, the parties to this Agreement agree that the courts of England and Wales shall have exclusive jurisdiction to hear the case.

16.0 Relevant NHS Publications

16.1 A range of publications can be obtained from the following websites by entering the document name in the 'search' facility, including relevant NHS codes of practice and standards:

16.1.1 Confidentiality NHS Code of Practice 2003

16.1.2 Information Security Management NHS Code of Practice 2007

16.1.3 Records Management NHS Code of Practice(Parts 1 & 2) 2006

All available from www.dh.gov.uk and www.connectingforhealth.nhs.uk

16.1.4 NHS Employment Check Standards

Available from www.nhsemployers.org

Data Processing Agreement between the I&ES CCG and the WSCCG

On behalf of the I&ES CCG

Signed..... Date.....

Name..... Position.....
(Print name & position of authorised signatory)

On behalf of the WSCCG

Signed..... Date.....

Name..... Position.....
(Print name & position of authorised signatory)