

The Primary Care Commissioning Committee will be held on
Thursday, 27 September 2018 at 2.30 – 3.30pm in the Boardroom
Hilder House, 49-51 Gawber Road, Barnsley, S75 2PY

PUBLIC AGENDA

Item	Session	Committee Requested to	Enclosure Lead	Time
1.	Apologies	Note	Chris Millington	2.30pm
2.	Quoracy	Note	Chris Millington	2.30pm 5mins
3.	Declarations of Interest relevant to the agenda	Note	PCCC/18/06/03 Chris Millington	2.35pm 5mins
4.	Minutes of the meeting held on 28 June 2018	Approve	PCCC/18/06/04 Chris Millington	2.40pm 5mins
5.	Matters Arising Report	Note	PCCC/18/06/05 Chris Millington	2.45pm 5mins
Strategy, Planning, Needs Assessment and Co-ordination of Primary Care				
6.	None			
Quality and Finance				
7.	Finance Update	Note	PCCC/18/09/07 Ruth Simms	2.50pm 5mins
Contract Management				
8.	<ul style="list-style-type: none"> Contractual Issues Report <ul style="list-style-type: none"> ~ Apollo Court Breach Notice ~ Ashville PMS Contract Change ~ Penistone Group Practice Variation ~ Kingswell PMS Lease Change & Variation 	Approval	PCCC/18/09/08 Lynne Richards	2.55pm 15mins
Governance, Risk and Assurance				
9.	Risk and Governance Report	Assurance	PCCC/18/09/09 Richard Walker	3.10pm 5mins
Reflection on conduct of the meeting				
10.	<ul style="list-style-type: none"> Conduct of meetings Any areas for additional assurance Any training needs identified 	Note	Verbal Chris Millington	3.15pm 5mins
Other				
11.	Questions from the public relevant to the agenda	Note	Verbal Chris Millington	3.20pm 5mins

Item	Session	Committee Requested to	Enclosure Lead	Time
12.	Any other business	Note	Verbal All	3.25pm 5mins
13.	Items for escalating to the Governing Body	Note	Verbal Lesley Smith	3.30pm
14.	Date and time of the next scheduled meeting: Thursday, 29 November 2018 at 2:30 – 3:30pm in the Boardroom, Hilder House, 49-51 Gawber Road, Barnsley, S75 2PY.	Note	Verbal Chris Millington	3.30pm Close

Exclusion of the Public:

The CCG Primary Care Commissioning Committee should consider the following resolution:

“That representatives of the press and other members of the public be excluded from the remainder of this meeting due to the confidential nature of the business to be transacted - publicity on which would be prejudicial to the public interest”
Section 1 (2) Public Bodies (Admission to meetings) Act 1960

PRIMARY CARE COMMISSIONING COMMITTEE

27 September 2018

Declaration of Interests, Gifts, Hospitality and Sponsorship Report

PART 1A – SUMMARY REPORT

1.	THIS PAPER IS FOR																	
	<i>Decision</i>	<input type="checkbox"/>	<i>Approval</i>	<input type="checkbox"/>	<i>Assurance</i>	<input checked="" type="checkbox"/>	<i>Information</i>	<input type="checkbox"/>										
2.	REPORT OF																	
		<i>Name</i>	<i>Designation</i>															
	<i>Executive Lead</i>	Richard Walker		Head of Governance and Assurance														
	<i>Author</i>	Alison Edwards		Governance, Risk & Assurance Facilitator														
3.	EXECUTIVE SUMMARY																	
<p>Conflicts of interest are defined as a set of circumstances by which a reasonable person would consider that an individual's ability to apply judgement or act, in the context of delivering, commissioning, or assuring taxpayer funded health and care services is, or could be, impaired or influenced by another interest they hold.</p> <p>The table below details what interests must be declared:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Type</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Financial interests</td> <td>Where individuals may directly benefit financially from the consequences of a commissioning decision e.g., being a partner in a practice that is commissioned to provide primary care services;</td> </tr> <tr> <td>Non-financial professional interests</td> <td>Where individuals may benefit professionally from the consequences of a commissioning decision e.g., having an unpaid advisory role in a provider organisation that has been commissioned to provide services by the CCG;</td> </tr> <tr> <td>Non-financial personal interests</td> <td>Where individuals may benefit personally (but not professionally or financially) from a commissioning decision e.g., if they suffer from a particular condition that requires individually funded treatment;</td> </tr> <tr> <td>Indirect interests</td> <td>Where there is a close association with an individual who has a financial interest, non-financial professional interest or a non-financial personal interest in a commissioning decision e.g., spouse, close relative (parent, grandparent, child, etc.) close friend or business partner.</td> </tr> </tbody> </table>									Type	Description	Financial interests	Where individuals may directly benefit financially from the consequences of a commissioning decision e.g., being a partner in a practice that is commissioned to provide primary care services;	Non-financial professional interests	Where individuals may benefit professionally from the consequences of a commissioning decision e.g., having an unpaid advisory role in a provider organisation that has been commissioned to provide services by the CCG;	Non-financial personal interests	Where individuals may benefit personally (but not professionally or financially) from a commissioning decision e.g., if they suffer from a particular condition that requires individually funded treatment;	Indirect interests	Where there is a close association with an individual who has a financial interest, non-financial professional interest or a non-financial personal interest in a commissioning decision e.g., spouse, close relative (parent, grandparent, child, etc.) close friend or business partner.
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	<p>Appendix 1 to this report details all Committee Members' current declared interests to update and to enable the Chair and members to foresee any potential conflicts of interests relevant to the agenda. In some circumstances it could be reasonably considered that a conflict exists even when there is no actual conflict.</p> <p>Additions / Removals</p> <p>The Managing Conflicts of Interest Guidance states that expired interests can be removed after 6 months. The Corporate Affairs Team will ask members for their approval to remove declarations from the register. All previous registers are retained in the CCG Registers of Interest archive. The following removals have been made since the last Primary Care Commissioning meeting:</p> <ul style="list-style-type: none"> • Sarah Tyler - Interim contract supporting NHS England (ceased July 2017) • Nigel Bell - Lay Advisor at Greater Huddersfield CCG (ceased August 2017) • Dr Krishnasamy - Executive member of Barnsley Local Medical Committee (ceased July 2017). <p>Members should also declare if they have received any Gifts, Hospitality or Sponsorship.</p>
4.	THE COMMITTEE IS ASKED TO:
	<ul style="list-style-type: none"> • Note the contents of this report and declare if members have any declarations of interest relevant to the agenda or have received any Gifts, Hospitality or Sponsorship.
5.	APPENDICES
	<ul style="list-style-type: none"> • Appendix 1 – Primary Care Commissioning Committee Members' Declaration of Interest Report

Agenda time allocation for report:	<i>5 minutes.</i>
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PART 1B – SUPPORTING INFORMATION

1.	Links to the Governing Body Assurance Framework	Risk ref(s)
	This report provides assurance against the following risks on the Governing Body Assurance Framework:	
2.	Links to CCG's Corporate Objectives	Y/N
	To have the highest quality of governance and processes to support its business	Y
	To commission high quality health care that meets the needs of individuals and groups	
	Wherever it makes safe clinical sense to bring care closer to home	
	To support a safe and sustainable local hospital, supporting them to transform the way they provide services so that they are as efficient and effective as possible for the people of Barnsley	
	To develop services through real partnerships with mutual accountability and strong governance that improve health and health care and effectively use the Barnsley £.	
3.	Governance Arrangements Checklist	
3.1	Financial Implications	
	Has a financial evaluation form been completed, signed off by the Finance Lead / CFO, and appended to this report?	NA
3.2	Consultation and Engagement	
	Has Comms & Engagement Checklist been completed?	NA
3.3	Equality and Diversity	
	Has an Equality Impact Assessment been completed and appended to this report?	NA
3.4	Information Governance	
	Have potential IG issues been identified in discussion with the IG Lead and included in the report?	NA
	Has a Privacy Impact Assessment been completed where appropriate (see IG Lead for details)	NA
3.5	Environmental Sustainability	
	Are any significant (positive or negative) impacts on the environment discussed in the report?	NA
3.6	Human Resources	
	Are any significant HR implications identified through discussion with the HR Business Partner discussed in the report?	NA

NHS Barnsley Clinical Commissioning Group Register of Interests

This register of interests includes all interests declared by members and employees of Barnsley Clinical Commissioning Group. In accordance with the Clinical Commissioning Group's Constitution the Clinical Commissioning Group's Accountable Officer will be informed of any conflict of interest that needs to be included in the register within not more than 28 days of any relevant event (e.g. appointment, change of circumstances) and the register will be updated as a minimum on an annual basis.

Register: Primary Care Commissioning Committee

Name	Current position (s) held in the CCG	Declared Interest
Nick Balac	Chairman	<ul style="list-style-type: none"> • Partner at St Georges Medical Practice (PMS) • Practice holds AQP Barnsley Clinical Commissioning Group Vasectomy contract • Member Royal College General Practitioners • Member of the British Medical Association • Member Medical Protection Society • The practice is a member of Barnsley Healthcare Federation which may provide services for Barnsley CCG • Two Partners at St Georges Medical Practice (PMS) are Partners on the Practice Contract at Kingswell Surgery (PMS).
Nigel Bell	Lay Member for Governance	<ul style="list-style-type: none"> • Ad hoc provision of Business Advice through Gordons LLP

Name	Current position (s) held in the CCG	Declared Interest
Dr Sudhagar Krishnasamy	Associate Medical Director	<ul style="list-style-type: none"> • GP Partner at Royston Group Practice, Barnsley • Member of the Royal College of General Practitioners • GP Appraiser for NHS England • Member of the Medical Defence Union • Director of SKSJ Medicals Ltd • Wife is also a Director • The practice is a member of Barnsley Healthcare Federation which may provide services for Barnsley CCG • Undertakes sessions for IHeart Barnsley
Chris Millington	Lay Member	<ul style="list-style-type: none"> • Partner Governor Barnsley Hospital NHS Foundation Trust (ceased July 2018)
Mike Simms	Secondary Care Clinician	<ul style="list-style-type: none"> • Provider of Corporate and Private healthcare and delivering some NHS Contracts.
Lesley Smith	Governing Body Member	<ul style="list-style-type: none"> • Husband is Director/Owner of Ben Johnson Ltd a York based business offering office interiors solutions, furniture, equipment and supplies for private and public sector clients potentially including the NHS. • Member of the Regional Leadership Council (RLC), Yorkshire and Humber Leadership Academy, Health Education England • Chair, South Yorkshire Cancer Strategy Group • Deputy System Lead SYB, Integrated Care System • Chief Executive Lead for Strategy, planning & transformation SYB, Integrated Care System

Name	Current position (s) held in the CCG	Declared Interest
Sarah Tyler	Lay Member for Accountable Care	<ul style="list-style-type: none"> • Volunteer Governor / Board Member, Northern College • Volunteer Trustee / Board Member for Steps (community care provider for early years / nursery) • Interim Health Improvement Specialist for Wakefield Council (ceased July 2018)

Name	Current position (s) held in the CCG	Declared Interest
Jackie Holdich	Head of Delivery (Integrated Primary and Out of Hospital Care)	<ul style="list-style-type: none"> • Nil
Richard Walker	Head of Governance & Assurance	<ul style="list-style-type: none"> • NIL
Jamie Wike	Head of Planning, Delivery and Performance	<ul style="list-style-type: none"> • NIL
Julie Frampton	Senior Primary Care Commissioning Manager	<ul style="list-style-type: none"> • NIL

**Minutes of the PUBLIC Primary Care Commissioning Committee meeting
 on Thursday 28 June 2018 at 2.30pm in the Meeting Room 1
 Hilder House, 49–51 Gawber Road S75 2PY**

MEMBERS PRESENT:

Chris Millington (<i>Chair</i>)	Lay Member for Patient & Public Engagement and Primary Care Commissioning	CCG
Nigel Bell	Lay Member for Governance	CCG
Sarah Tyler	Lay Member for Accountable Care	CCG
Mike Simms	Secondary Care Clinician	CCG
Lesley Smith	Chief Officer	CCG

CLINICAL ADVISERS PRESENT:

Dr Sudhagar Krishnasamy	Associate Medical Director	CCG
Dr Nick Balac	Chairman	CCG

IN ATTENDANCE:

Angela Turner (Minutes)	Executive Personal Assistant	CCG
Jackie Holdich	Head of Delivery	CCG
Ruth Simms	Assistant Finance Manager	CCG
Carrie Abbott	Service Director	BMBC
Roxanna Naylor	Chief Finance Officer	CCG
Victoria Lindon	Senior Primary Care Manager	NHSE
Sue Warmack	Healthwatch Manager	VAB

APOLOGIES:

Richard Walker	Head of Governance and Assurance	CCG
Julia Burrows	Director of Public Health	BMBC
Angela Musgrave	Executive Personal Assistant	CCG

MEMBERS OF THE PUBLIC:

Agenda Item	Note	Action	Deadline
PCCC 18/06/01	APOLOGIES		
	Apologies were noted as above.		
PCCC 18/06/02	QUORACY		
	The meeting was declared quorate.		
PCCC 18/06/03	DECLARATIONS OF INTEREST RELEVANT TO THE AGENDA		
	There were no declarations of interest relevant to the agenda.		

	The Associate Medical Director highlighted that it was his first attendance at the meeting and had not completed any declarations of interest but would do so before next meeting.	SK	
PCCC 18/06/04	QUESTIONS FROM MEMBERS OF THE PUBLIC RELEVANT TO THE AGENDA		
	There were no members of the public present.		
PCCC 18/06/05	MINUTES OF THE LAST MEETING		
	<p>The Chair raised concerns regarding further information received from the Director of Public Health relating to minute item 18.01.11 – Health Checks, Weight Management & Smoking Cessation Services.</p> <p>Following a short discussion on this matter the minutes of the meeting held on 29 March 2018 were verified as a correct record of proceedings.</p> <p>A further point was raised relating to page 9 of the Risk Register which reflected the conduct of the meeting. The Lay Member for Accountable Care made point that we see a summary in progress of the risk register but it did not always reflect the hard work that took place behind the scenes.</p> <p>The Chair suggested inviting the people involved to attend meetings where necessary to give further assurance to the members of the Committee.</p>		
PCCC 18/06/06	MATTERS ARISING REPORT		
	<p><u>Minute Item 18.01.11 - Health Checks, Weight Management & Smoking Cessation services</u></p> <p>The CCG were seeking greater clarity as to when and how these changes would impact on Primary Care.</p> <ul style="list-style-type: none"> • Smoking cessation service would essentially remain the same with some on-going development • Resource available to support weight management services would reduce • The new contract covering health checks started 1 April 2018 		

	<p>The Chair advised that Health checks had been on the agenda at all practice manager meetings who had also raised concerns regarding methodology and quality of the new service and the CCG Medical Director had raised concerns that there was a danger that patients could miss out on having health checks and this would therefore pose a significant risk to the people of Barnsley.</p> <p>The BMBC Service Director had provided additional comments/information on these items following the last meeting. She advised that it was her first attendance at the last meeting and she was not sure of the etiquette on sending in anything to add to the minutes, but had provided further information on some of the proposed actions.</p> <p>The Chair commented that we did not dismiss the comments received and had discussed whether to adopt or not adopt and how to be fair to all and to allow BMBC to provide some additional clarification. The Chair asked the Chief Officer if she was happy to adopt the additions proposed. The Chief Officer stated that she was happy with what she had heard but wanted to be clear on the proposed revision to the minutes not adopting something that would be factually incorrect e.g. a view that there was no CCG representative on the tender valuation panel. The CCG had written to the Director of Public Health separately about this and would not adopt into the minutes.</p> <p>The CCG Chief Officer had written to the Director of Public Health separately about this raising a number of concerns about the NHS health checks re-procurement and highlighted the latest national report on the Top 10 Tips for Getting it Right, which focussed on using resources to differentiate target populations and practices where health checks would have the most impact. The Chief Officer felt that the NHS health checks service in Barnsley was disconnected from primary care and not able to target patients' issues.</p>		
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STRATEGY, PLANNING, NEEDS ASSESSMENT AND CO-ORDINATION OF PRIMARY CARE			
PCCC 18/06/07	<p>GP Forward View 2017/18 Update The Head of Delivery presented the GP Forward View (GPFV) update which included the key issues and headlines relating to primary care implementation. Regular updates were also being supplied to NHSE.</p> <p>My Best Life The Committee noted that the 'My Best Life' services was being utilised which was really positive and had, in turn, released a considerable amount of resource as this service was another referral route for patients.</p> <p>Some achievements to date included:</p> <ul style="list-style-type: none"> • Appointment of 6 generic advisors to work across the 6 GP locality areas • Service had exceeded target referrals for year 1 – 1,144 received by the end of March 2018 (expected 600) • Service had embedded well into primary care by engaging all the practices to make referrals into the service including identification of a Practice 'Champion' in every practice to provide additional support/referral to the service • Additional resource identified for an additional specialist HIU advisor to work with the A&E cohort – offering longer term support <p>The Chair of the Committee requested that the success of this service and achievements to date be shared with the Patient Council.</p> <p>Working Win (Health Led Employment Trial) This trial had recently been launched in Primary Care. The trial consisted of 16 employment specialists in GP surgeries, or other health care settings, taking voluntary referrals from health professionals or individuals self-referral. A range of sites were being considered within primary care, MSK and IAPT services.</p> <p>Associate Medical Director advised that due to some IT issues electronic referrals had been delayed. It was suggested that a reminder communication be placed in the Closer magazine reminding health professionals that although Working Win was a two year funded scheme, actual referrals to this service</p>	AM	JH Complete

	<p>would only be accepted in year one and year 2 would be working with identified clients in the community.</p> <p>Referrals to this service commenced on 3 May 2018 therefore there was only 9 months left to receive voluntary referrals from health professionals or individuals self-referral</p> <p>The Head of Delivery confirmed that discussions had been taking place at forums etc. to ensure increased awareness.</p> <p>Sound Doctor The Lay Member for Accountable Care mentioned a need to increase public awareness and prevention with better information in the public domain being available to help enable a better start in life.</p> <p>The Chair suggested that members' view the on line films available to make themselves aware of the system and how it works.</p> <p>Highlights from the GP Forward View 2017/18 update to be shared with the Local Medical Council and Director of Public Health to show how the Committee were focussed on improvements and quality and to update on some of the schemes which had been put in place.</p> <p>The Chair asked for any comments:</p> <p>The Head of Delivery advised that she was pleased to report that the Practice Manager Leadership Development Programme was working well.</p> <p>It was noted that the CCG's video on Social Prescribing was included on the STP National Leaders Programme. Three members from South Yorkshire & Bassetlaw were attending as part of the development programme and would be taking the video with them to Yale University.</p> <p>The Committee noted the content of the update document.</p>		JH Complete
QUALITY AND FINANCE			
PCCC 18/06/08	<p>FINANCE UPDATE Assistant Finance Manager presented the Finance update report on the financial position for Primary</p>		

	<p>Care Commissioning budgets as at 31 May 2018 (Month 2).</p> <p>The national allocations for Primary Care Co-Commissioning budgets for 2018/19 was £35,917.000. The budget requirement for 2018/19 was £36,501.282 resulting in a pressure of £584,282 to the CCG. This pressure had been included in the financial plan and budget approved by Governing Body in April 2018.</p> <p>The 2018/19 Core contract uplift had not yet been applied to GP payments. The appendix to the report showed a balanced budget as we did not have the information in month 3 /4 when more information would provide a clearer position. Also payments for the core contract uplift would be applied for practices in July.</p> <p>There would be reconciliation once the core contract came out and we were aware of the exact figures that need to be applied. In the meantime pending a reconciliation payment which would be made against those due once we had the final contract.</p> <p>The Chief Finance Officer advised the £58k was always included in the CCG financial plan and formed part of the £11m QIPP that we require as a CCG. However in past years it had not been passed onto Primary Care. Last year the CCG had a QIPP target within the primary care budget and a QIPP target within the CCG overall, but this year we had £584k against an overall target for the CCG. It was therefore difficult from co-commissioning perspective to generate efficiencies as it was based on contract payment.</p> <p>The Chief Officer recognised that from taking on co-commissioning the cost pressure was such that the CCG had to contribute to that from the programme allocation.</p> <p>The Committee noted the contents of the report.</p>		
CONTRACT MANAGEMENT			
PCCC 18/06/09	CONTRACTUAL ISSUES REPORT		
	The Head of Delivery presented the Contractual Issues Report.		

	<p>South Yorkshire and Bassetlaw – Emergency APMS Procurement Process Framework</p> <p>Following completion of an open procurement process and in order to create an SYB Framework of providers who could provide primary medical services at short notice, the following organisations had been appointed to each area’s framework under an APMS contract:</p> <ul style="list-style-type: none"> • Barnsley Healthcare Federation • One Medical Group Ltd • Primary Care Sheffield Ltd • The Practice (Group) Ltd • Spirit Healthcare Ltd <p>Veteran Friendly Practice Scheme</p> <p>Looking at putting modules on the BEST website to help raise awareness. Barnsley CCG was keen to encourage local practices to support this scheme.</p> <p>The Committee noted the contents of the update and the final framework and award of the Emergency APMS Procurement Process Framework</p>		
GOVERNANCE, RISK AND ASSURANCE			
PCCC 18/06/10	RISK AND GOVERNANCE REPORT		
	<p>The Chief Officer presented the Risk and Governance Report to the Committee.</p> <p>The Assurance and Risk Register. The key things to bring to the Committee’s attention were the risk on the Assurance Framework for which the Primary Care Commissioning Committee was responsible</p> <p>Review the risk register:</p> <ul style="list-style-type: none"> • consider whether all risks identified are appropriately described and scored • consider whether there are other risks which need to be included on the Risk Register <p>The Head of Governance & Assurance was looking at the risks around Health Checks and the 0–19 service in the context of what is the risk we needed to be reporting on. There was little point reporting to the Committee month on month if the Committee was not able to do anything about it: we would need to</p>		

	<p>find another way to raise actual concerns we had.</p> <p>The Assurance & Risk Register continued to be reviewed and updated through normal processes.</p> <p>Actions: Officers to ensure that updates to the Risk Register provided sufficient detail regarding progress and actions taken.</p>	RW	
PCCC 18/06/11	ANNUAL CO-COMMISSIONING REPORT		
	<p>The Head of Delivery presented the Annual Co-commissioning Report.</p> <p>The Primary Care Commissioning Committee made decisions within the delegated functions in the Terms of Reference that were binding on the CCG and NHS England.</p> <p>As part of the delegation agreement the Primary Care Commissioning Committee was required to provide an annual report to NHS England.</p> <p>The report detailed the progress on the Committees business and work plan and detailed the management of potential and real conflicts of interest covering the period 1 April 2017 to 31 March 2018.</p> <p>It included:</p> <ul style="list-style-type: none"> • Introduction • Conduct of the Committee's Business • Review of the Committee's Effectiveness • Achievements in the Year • Delivery of the Committee's Terms of Reference • Assurance and Risk Management <p>Following a query regarding meeting attendances, the Head of Governance and Assurance agreed to check the number of attendances that the Lay Member for Accountable Care had been to the meetings to ensure correct reporting.</p> <p>Confirmation was also required regarding the reason GP Clinical Advisers (non-voting) were invited to attend 10 meetings and other members 12 meetings.</p> <p>The Lay Member for Governance stated that an assurance report was presented at the Governing Body and Audit Committee meetings in May 2018</p>	<p>RW</p> <p>RW</p>	<p>Complete</p> <p>Complete</p>

	<p>and asked why a further report had been produced in June. The Chief Officer confirmed that this report was a submission to NHS England.</p> <p>The Committee agreed that perhaps next year to do the same to fulfil both requirements.</p> <p>The Committee accepted the Annual Co-commissioning Report for information and assurance. The points raised would be amended and forward to NHS England as agreed.</p>	JH	Complete
OTHER			
PCCC 18/06/12	<p>REFLECTION OF CONDUCT OF THE MEETING</p> <p>It was noted that Committee members agreed the conduct of the meeting had gone well.</p>		
PCCC 18/06/13	<p>ANY OTHER BUSINESS</p> <p>None received</p>		
PCCC 18/06/14	<p>QUESTIONS FROM THE PUBLIC ON PRIMARY CARE COMMISSIONING GROUP BUSINESS</p> <p>None received</p>		
PCCC 18/06/15	<p>ITEMS FOR ESCALATING TO THE GOVERNING BODY ASSURANCE REPORT</p> <p>Committee members had no items for escalating to the Governing Body.</p>		
PCCC 18/06/16	<p>DATE AND TIME OF THE NEXT SCHEDULED MEETING</p> <p>Thursday, 27 September 2018 at 2.30pm to 3.30pm in the Boardroom, Hilder House, Barnsley</p>		

MATTERS ARISING REPORT TO THE PRIMARY CARE COMMISSIONING COMMITTEE

27 September 2018

PUBLIC

1. MATTERS ARISING

The table below provides an update on actions arising from the meeting of the Primary Care Commissioning Committee held on **28 June 2018**

Minute ref	Issue	Action	Action/Outcome
PCCC 18.06.03	DECLARATIONS OF INTEREST The Associate Medical Director highlighted that it was his first attendance at the meeting and had not completed any declarations of interest but would do so before next meeting.	SK	Complete
PCCC 18.06.07	STRATEGY, PLANNING, NEEDS ASSESSMENT AND CO-ORDINATION OF PRIMARY CARE GP Forward View 2017/18 Update Highlights from the GP Forward View 2017/18 update to be shared with the Local Medical Council and Director of Public Health to illustrate how the Committee were focussed on improvements and quality and to update on some of the schemes which had been put in place. My Best Life Information to be shared with the Patient Council to show how the Committee was focussed on Primary Care schemes to support Barnsley patients. Working Win (Health Led Employment Trial) Communication to be placed in Closer Magazine reminding Practices that although this was a two year funded scheme actual referrals to this service would only be accepted in year one and year 2 would be working with identified clients in the community.	<p align="center">JH</p> <p align="center">CM/JH</p> <p align="center">JH</p>	<p align="center">Complete</p> <p>On the September Patient Council agenda. Complete</p> <p>Article to be placed in the Closer Magazine September edition. Complete</p>

<p>PCCC 18.06.11</p>	<p>ANNUAL CO-COMMISSIONING REPORT</p> <p>The numbers of attendances that the Lay Member for Accountable Care had been to the meetings to be checked to ensure correct reporting.</p> <p>Confirmation was also required regarding the reason GP Clinical Advisers (non-voting) were invited to attend 10 meetings and other members 12 meetings</p>	<p>RW</p>	<p>Records had been checked and it was confirmed that 10 meetings had been attended as noted at item 2.4 of the report. Complete</p> <p>As per paragraph 2.4 of the report, GP clinical advisers to the Committee were excluded from the extraordinary meetings due to their declared interests and as such those meetings were not counted towards their attendance records. Complete</p>
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2. ITEMS FROM PREVIOUS MEETINGS CARRIED FORWARD TO FUTURE MEETINGS

Table 2 provides an update/status indicator on actions arising from earlier Board meetings held in public.

Table 2

Minute ref	Issue	Action	Action/Outcome
PCCC 18.03.09	CONTRACTUAL ISSUES REPORT <u>National Contract Agreement 2018/19</u> Update report to be provided for the Governing Body and Public PCCC meetings once further guidance from NHSE had been received.	JF	On September Agenda
	<u>South Yorkshire & Bassetlaw – Emergency APMS Procurement Process</u> Update on the SY&B process regarding the interim approach to procure a standard emergency APMS primary care contract to be presented at the Public PCCC on 28 June 2018.	CW	Complete

PRIMARY CARE COMMISSIONING COMMITTEE

27 September 2018

FINANCE UPDATE

PART 1A – SUMMARY REPORT

1.	THIS PAPER IS FOR									
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;"><i>Decision</i></td> <td style="border: 1px solid black; width: 20px; text-align: center;"><input type="checkbox"/></td> <td style="border: 1px solid black; padding: 2px;"><i>Approval</i></td> <td style="border: 1px solid black; width: 20px; text-align: center;"><input type="checkbox"/></td> <td style="border: 1px solid black; padding: 2px;"><i>Assurance</i></td> <td style="border: 1px solid black; width: 20px; text-align: center;"><input type="checkbox"/></td> <td style="border: 1px solid black; padding: 2px;"><i>Information</i></td> <td style="border: 1px solid black; width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	<i>Decision</i>	<input type="checkbox"/>	<i>Approval</i>	<input type="checkbox"/>	<i>Assurance</i>	<input type="checkbox"/>	<i>Information</i>	<input checked="" type="checkbox"/>	
<i>Decision</i>	<input type="checkbox"/>	<i>Approval</i>	<input type="checkbox"/>	<i>Assurance</i>	<input type="checkbox"/>	<i>Information</i>	<input checked="" type="checkbox"/>			
2.	REPORT OF									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;"></th> <th style="width: 35%;">Name</th> <th style="width: 35%;">Designation</th> </tr> <tr> <td><i>Executive Lead</i></td> <td>Roxanna Naylor</td> <td>Chief Finance Officer</td> </tr> <tr> <td><i>Author</i></td> <td>Ruth Simms</td> <td>Assistant Finance Manager</td> </tr> </table>		Name	Designation	<i>Executive Lead</i>	Roxanna Naylor	Chief Finance Officer	<i>Author</i>	Ruth Simms	Assistant Finance Manager
	Name	Designation								
<i>Executive Lead</i>	Roxanna Naylor	Chief Finance Officer								
<i>Author</i>	Ruth Simms	Assistant Finance Manager								
3.	EXECUTIVE SUMMARY									
	<p>This report provides an update on the financial position for delegated Primary Care Commissioning budgets as at 31 July 2018 (Month 4).</p> <p>The Forecast position as a Month 4 is (£310k) underspend, Appendix A sets out the movements from budget with a detailed narrative, however the majority of this underspend relates to the underutilisation of accruals.</p> <p>The 2018/19 Core Contract uplift has now been applied to GP Payments as the contract changes have now been agreed. The additional 1% on top of the already agreed uplift has not yet been applied but will be applied to the October Contract payments and backdated to April 2018.</p> <p>Updates on the financial position are reported on a monthly basis through the Integrated Performance Report which is a standing agenda item at the Finance and Performance Committee and Governing Body.</p>									
4.	THE COMMITTEE IS ASKED TO:									
	<ul style="list-style-type: none"> Note the contents of the report 									
5.	APPENDICES									
	<ul style="list-style-type: none"> Appendix A – Finance Monitoring Statement 									

Agenda time allocation for report:

10 minutes.

PART 1B – SUPPORTING INFORMATION

1.	Links to the Governing Body Assurance Framework	Risk ref(s)
	This report provides assurance against the following risks on the Governing Body Assurance Framework:	N/A
2.	Links to CCG's Corporate Objectives	Y/N
	To have the highest quality of governance and processes to support its business	✓
	To commission high quality health care that meets the needs of individuals and groups	✓
	Wherever it makes safe clinical sense to bring care closer to home	✓
	To support a safe and sustainable local hospital, supporting them to transform the way they provide services so that they are as efficient and effective as possible for the people of Barnsley	✓
	To develop services through real partnerships with mutual accountability and strong governance that improve health and health care and effectively use the Barnsley £.	✓
3.	Governance Arrangements Checklist	
3.1	Financial Implications	
	Has a financial evaluation form been completed, signed off by the Finance Lead / CFO, and appended to this report?	N/A
	Are any financial implications detailed in the report?	N/A
3.2	Consultation and Engagement	
	Has Comms & Engagement Checklist been completed?	N/A
	Is actual or proposed engagement activity set out in the report?	N/A
3.3	Equality and Diversity	
	Has an Equality Impact Assessment been completed and appended to this report?	N/A
3.4	Information Governance	
	Have potential IG issues been identified in discussion with the IG Lead and included in the report?	N/A
	Has a Privacy Impact Assessment been completed where appropriate (see IG Lead for details)	N/A
3.5	Environmental Sustainability	
	Are any significant (positive or negative) impacts on the environment discussed in the report?	N/A
3.6	Human Resources	
	Are any significant HR implications identified through discussion with the HR Business Partner discussed in the report?	N/A

NHS BARNSELEY CLINICAL COMMISSIONING GROUP

Finance Monitoring Statement - Primary Care Commissioning (Delegated budgets) - Month 4
FOR THE PERIOD ENDING 31st July 2018

PRIMARY MEDICAL SERVICES	TOTAL ANNUAL BUDGET (£)			FORECAST OUTTURN (£)			Forecast Outturn Variance Explanation
(CO-COMMISSIONING - DELEGATED BUDGETS)	RECURRENT	NON RECURRENT	TOTAL BUDGET (£'000)	FORECAST OUTTURN	VARIANCE OVER / (UNDER)	VARIANCE AS % OF TOTAL BUDGET	
ENHANCED SERVICES	774,308	-	774,308	816,067	41,759	5.39%	Overspend due to 17/18 pressure of £40k due to claims for Learning disabilities higher than expected.
GENERAL PRACTICE - APMS	1,209,583	-	1,209,583	1,218,492	8,909	0.74%	Primary Care Co Commissioning forecast for GMS, APMS and PMS contracts are based on up to date list sizes (January 2018). List sizes are adjusted quarterly and payments are updated in line with this, there is a percentage increase in list sizes built into the forecast. These figures are up to date with relevant contract changes and include the nationally agreed additional 1%.
GENERAL PRACTICE - GMS	11,394,343	-	11,394,343	11,528,084	133,741	1.17%	
GENERAL PRACTICE - PMS	12,074,843	-	12,074,843	12,111,107	36,264	0.30%	
OTHER GP SERVICES	1,544,906	-	1,544,906	1,601,539	56,633	3.67%	Overspend due to Indemnity charges included in Forecast of £135k that we do not have a budget for. Forecast may be revised once agreement is reached with NHSE on who will fund indemnity charges in 2018/19. £65k overspend on interpreting services this will be reduced next month due to moving budget back to NHS England for interpreter services for Dental. Underutilised accruals from 17/18 for Locum and Sickness Claims for (£163k). Underutilised accruals of (£11k) on CQC as invoices lower than expected for 17/18. Pressure of £12k on Seniority for 17/18 due to backdated reimbursements been paid.
OTHER PREMISES	369,589	-	369,589	116,178	(253,411)	-68.57%	Underspend due to underutilisation of 2017/18 accruals of (£253k)
PREMISES COST REIMBURSEMENT	5,079,739	-	5,079,739	5,025,616	(54,123)	-1.07%	Underspend due to underutilisation of 2017/18 accruals of (£14k) for Clinical Waste as Invoices lower than expected and (£28k) benefit due to rental increases built into the budget with regards to rent reviews that are due but not yet taken place.
QOF	3,805,971	-	3,805,971	3,525,789	(280,183)	-7.36%	The underspend on QOF relates to a benefit from 2017/18 for (£234k). 5% increase is built into the forecast position for 2018/19 QOF
TOTAL PRIMARY MEDICAL SERVICES	36,253,282	-	36,253,282	35,942,872	(310,410)	-0.86%	

PRIMARY CARE COMMISSIONING COMMITTEE

27 September 2018

PUBLIC CONTRACTUAL ISSUES REPORT

PART 1A – SUMMARY REPORT

1.	THIS PAPER IS FOR							
	<i>Decision</i>	<input checked="" type="checkbox"/>	<i>Approval</i>	<input type="checkbox"/>	<i>Assurance</i>	<input checked="" type="checkbox"/>	<i>Information</i>	<input checked="" type="checkbox"/>
2.	REPORT OF							
		<i>Name</i>	<i>Designation</i>					
	<i>Executive Lead</i>	Jackie Holdich	Head of Delivery (Integrated Primary and Out of Hospital Care)					
	<i>Author</i>	Lynne Richards	Primary Care Commissioning and Quality Development Manager					
3.	EXECUTIVE SUMMARY							
	<p>The purpose of this report is to provide members with an overview of the current Contractual issues for Barnsley GP Practices and where relevant, seek a decision on any contractual changes required.</p> <p>3.1 Apollo Court Breach Notice</p> <p>The Care Quality Commission (CQC) carried out an announced focused inspection at Dodworth medical practice on 28 November 2017 following feedback to the Care Quality Commission. Shortfalls were found in relation to the recruitment of staff which resulted in a breach of regulation. A full unannounced comprehensive inspection was further undertaken at Dodworth Medical Practice on 10 and 13 July 2018 and was prompted following further information of concerns raised with the Commission.</p> <p>The CQC have rated the practice overall inadequate and placed the practice into special measures. Services placed in special measures will be inspected again within six months. The full CQC report can be found here:</p> <p>https://www.cqc.org.uk/location/1-4175783228</p> <p>The provider has been issued with three warning notices following breaching the Health and Social Care Act as follows:</p>							

1. Regulation 12 HSCA (RA) Regulations 2014 Safe care and treatment
2. Regulation 17 HSCA (RA) Regulations 2014 Good governance
3. Regulation 19 HSCA (RA) Regulations 2014 Fit and proper persons employed

On consideration of the findings within the CQC report the CCG considers the practice in breach of a number of areas within their PMS contract.

The Policy and Guidance Manual published in November 2017 details that where the Commissioner considers that a breach has occurred, there are a number of options on how to proceed. The Commissioner can issue a Remedial Notice or Breach Notice. As a breach has occurred and is not capable of remedy it is proposed to issue a Breach Notice to the providers of Dodworth Medical Practice. The draft Contract Breach Notice attached at Appendix 1 for the Committee's approval.

The CCG has requested a full action plan from the provider detailing what actions are being taken to address the concerns within the CQC report.

3.2 PMS contract changes

3.2.1 Ashville Medical Centre

Barnsley CCG has received an application to vary an additional partner, Dr Gregory Leary, on the Ashville Medical Centre PMS contract wef 01 October 2018.

The policy and guidance manual states that 'where the contractor consists of two or more individuals and the composition of the contractor changes then they must seek the Commissioner's consent in writing for any such variation to the contract'

The addition of a new partner will take the contract to an 8 GP Partnership and the new GP meets the eligibility criteria for holding a PMS agreement.

It is therefore recommended that the Committee consent to the variation.

3.2.2 Penistone Group Practice

Barnsley CCG has received an application to vary Penistone Group's PMS contract in relation of a 24 hour retirement for Wynford Morgan.

24-hour retirement is a process by which members of the NHS pension scheme seek to qualify for their retirement benefits whilst continuing to work (albeit with a break). 24-hour retirement usually involves resigning from all involvement in an NHS contract, not returning to the NHS in any capacity for at least 24 hours and not working for more than 16 hours a week in the first month of retirement.

As this 24 hour retirement requires an amendment to the PMS contract this requires PCCC members approval. As there would still be signatories to the PMS contract during the 24 hour retirement it is recommended that this item be approved and the Primary Care Team will amend the PMS contract to support the 24 hour retirement by a vary off and vary on contract amendment.

	<p>3.2.3 Kingswell Surgery</p> <p>Members will recall a change to the Kingswell Contract to add Dr Alvarez and Dr Farham with effect from 01 April 2018. As part of the new partnership agreement Dr Davies would vary of the contract and lease the premises to the 2 new GP partners. The new lease to support this is attached and has been reviewed by NHS England and the CCG. As part of the CCG's Delegated Responsibility the Committee must approve any new lease agreements, no issues or concerns have been found from the review of the new lease.</p> <p>To note: the application to remove Dr Davies from the contract is outstanding and will require approval from the Committee once complete.</p>
4.	THE COMMITTEE IS ASKED TO:
	<ol style="list-style-type: none"> 1. Approve the draft Breach Notice for Apollo Court Medical Centre 2. Approve the PMS contract changes for Ashville Medical Centre and Penistone Group Practice 3. Approve the new lease agreement for Kingswell Surgery .
5.	APPENDICES

Agenda time allocation for report:	<i>15 mins</i>
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PART 1B – SUPPORTING INFORMATION

1.	Links to the Governing Body Assurance Framework	Risk ref(s)
	This report provides assurance against the following risks on the Governing Body Assurance Framework:	1.1, 1.2, 1.3, 2.1, 2.2, 4.1, 5.1
2.	Links to CCG's Corporate Objectives	Y/N
	To have the highest quality of governance and processes to support its business	Y
	To commission high quality health care that meets the needs of individuals and groups	Y
	Wherever it makes safe clinical sense to bring care closer to home	Y
	To support a safe and sustainable local hospital, supporting them to transform the way they provide services so that they are as efficient and effective as possible for the people of Barnsley	Y
	To develop services through real partnerships with mutual accountability and strong governance that improve health and health care and effectively use the Barnsley £.	Y
3.	Governance Arrangements Checklist	
3.1	Financial Implications	
	Has a financial evaluation form been completed, signed off by the Finance Lead / CFO, and appended to this report?	NA
	Are any financial implications detailed in the report?	NA
3.2	Consultation and Engagement	
	Has Comms & Engagement Checklist been completed?	NA
	Is actual or proposed engagement activity set out in the report?	NA
3.3	Equality and Diversity	
	Has an Equality Impact Assessment been completed and appended to this report?	NA
3.4	Information Governance	
	Have potential IG issues been identified in discussion with the IG Lead and included in the report?	NA
	Has a Privacy Impact Assessment been completed where appropriate (see IG Lead for details)	NA
3.5	Environmental Sustainability	
	Are any significant (positive or negative) impacts on the environment discussed in the report?	NA
3.6	Human Resources	
	Are any significant HR implications identified through discussion with the HR Business Partner discussed in the report?	NA

Formal Breach Notice

Dear Professor Kumar and Dr Kadarsha

Breach Notice

Following our recent communications on the outcome of the CQC inspections at Dodworth Medical Practice, we hereby serve notice that we consider that you are in breach of your PMS contracts dated 01 April 2018 on the following areas:

Clause 9. Quality Standards

Clause 11. System of Clinical Governance

Clause 14. Infection Control

Clause 19. Staff

We require that you do not repeat this breach and inline with clause 9.3.3 within your PMS contract we request such evidence to demonstrate compliance with your obligations. We have requested that this evidence is submitted in the form of an action plan.

If you repeat this breach or otherwise breach the Contract resulting in a Remedial Notice or a further Breach Notice, we may take steps to terminate your Contract or consider the imposition of Contract Sanctions.

If you do not agree with our decision to issue this Breach Notice, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Litigation Authority
FHS Appeal Unit
1 Trevelyan Square
Leeds
LS1 6AE

You do, of course, retain the right to seek support from your

PCCC/18/09/08.1

representative or defence body or Local Medical Committee.

Yours sincerely

Lesley Smith
Chief Officer

Dated

2018

DR JOHN GARETH DAVIES

and

DR MOISES F ALVAREZ & DR WAJIHA FARHAN

LEASE

relating to

Kingswell House, 40 Shrewsbury Road, Penistone S36 6DY



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LR1. Date of lease

01 July 2018

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SYK150842

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Dr John Gareth Davies of Hartcliff Lodge, Thurlstone, Sheffield, S36 9FE

Tenant

Dr Moises F Alvarez and Dr Wajiha Farhan

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property, Kingswell House, 40 Shrewsbury Road, Penistone S36 6DY against title number SYK150842.

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust as partners of the Kingswell Surgery.

THIS LEASE IS DATED

PARTIES

- (1) **Dr John Gareth Davies** of Hartcliff Lodge, Thurlstone, Sheffield, S36 9FE (the **Landlord**); and
- (2) Dr Moises F Alvarez and Dr Wajiha Farhan both of Kingswell House, 40 Shrewsbury Road, Penistone S36 6DY (the **Tenant**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an administration order in relation to the Tenant or any guarantor;
- (c) the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- (j) the levying of any execution or other such process on or against, or taking control of possession of, the whole or any part of the Tenant's asset.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships

Regulations 2001 (SI 2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent	rent at an initial rate of £52,000 per annum and then as revised pursuant to this lease and any interim rent determined under the LTA 1954.
Break Date	1 st July 2024 or 1 st July 2030 (Sixth and Twelfth anniversary of the Contractual Term)
Break Notice	written notice to terminate this Lease on the Break Date specifying the Break Date
Contracted Practice	Any person, persons or organisations holding Core Contract.
Contractual Term	A term of 15 years beginning on, and including the date of this lease and ending on, and including
Core Contract	<p>Means any one or more of the following</p> <ul style="list-style-type: none">(a) a contract made by the NHS Funder under section 84 of the Act (general medical services contract);(b) an agreement made by the NHS Funder under section 92 of the Act (personal medical services agreement);(c) contractual arrangements made by the NHS Funder under section 83(2) of the Act (alternative provider medical services contract); or(d) such other agreement as may from time to time be made by the NHS Funder or any subsequent body empowered to make the same including, without limitation, any multispecialty community provider contract
Default Interest Rate	4 % per annum above the Interest Rate.
District Valuer	means the valuer from time to time appointed by the NHS Funder to assess the current market rental value of the Property for rent reimbursement purposes under the Premises Costs Directions.
Energy Assessor	an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).
Energy Performance Certificate	a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
Excluded Parts	<p>Means:</p> <ul style="list-style-type: none">(a) the exterior parts of the Property (including all exterior doors and windows and their frames and furniture)(b) the roof(s) of the Property;(c) the structure and foundations of the Property;

	(d) the heating systems (including the boiler); and (e)
Fire Safety Order	the Regulatory Reform (Fire Safety) Order 2005
GMC	General Medical Council
Insured Risks	fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.
Interest Rate	the base rate from time to time of HSBC Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.
LTA 1954	Landlord and Tenant Act 1954.
NHS Funding	payment from the NHS Funder for the Annual Rent
NHS Funder	The NHS Commissioning Board (known as NHS England) or any Clinical Commissioning Group or any statutory successors which, amongst other things, provides NHS Funding.
Practice	the general practitioners surgery known as Kingswell Surgery.
Premises Cost Directions	the National Health Service (General Medical Services – Premises Costs) (England) Directions 2013 as amended from time to time.
Permitted Use	use of the Property during such hours as is permitted under Planning Acts: (a) as a surgery, clinic or primary health centre for the provision of medical services under the National Health Services Act 2006 (as amended); (b) any other ancillary primary, community health and social care purposes; and (c) any other primary and community healthcare purpose within the meaning of Use Class D1(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as originally enacted); together with ancillary car/vehicle parking and landscaping
Planning Acts	the Town and Country Planning Act 1990 (as amended by the Planning and Compulsory Purchase Act 2004), The Planning (Listed Buildings and Conservation Areas) Act 1990, The Planning (Hazardous Substances) Act 1990, The Planning (Consequential Provisions) Act 1990 and any associated or related legislation of a similar nature.
Property	Kingswell House, 40 Shrewsbury Road, Penistone S36 6DY shown edged red on the attached plan and registered at the Land Registry with title number SYK150842.
Recommendation Report	a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).]
Registered Medical Practitioners	a person who is on the GMC list of registered medical practitioners.
Rent Commencement Date	The date of this lease 1 st July 2018

Rents	the rents reserved by Clause 2.3 of this Lease and any of them
Reservations	all of the rights excepted, reserved and granted to the Landlord by this lease.
Review Date	5 th July 2017 and every third anniversary of that date.
Service Media	all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
Third Party Rights	all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and entry 1 and 4 of the charges register of title number SYK150842.
VAT	value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.
VATA 1994	Value Added Tax Act 1994.
1.2	A reference to this lease , except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
1.3	A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a guarantor is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
1.4	In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
1.5	The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
1.6	Unless the context otherwise requires, a reference to the Property is to the whole and any part of it.
1.7	A reference to the term is to the Contractual Term and statutory continuation of this lease.
1.8	A reference to the end of the term is to the end of the term however it ends.
1.9	References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 40.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 40.6.
1.10	A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
1.11	A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
1.12	Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
1.13	Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 A reference to **writing** or **written** does not include fax or email.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) all interest payable under this lease; and
 - (c) all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The Landlord reserves the right to enter the Property
- (a) for any other purpose mentioned in or connected with:
 - (a) this lease; and
 - (b) the Landlord's interest in the Property.
- 4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.3 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) provided that where reasonably practicable the Landlord will exercise such rights outside the usual business hours and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant and providing further that entry pursuant to this clause is subject to the Landlord or those entering the Property complying with the reasonable requirements of the Tenant
- 4.4 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by equal monthly instalments in advance on or before the 1st of every calendar month. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease and ending on the day before the start of the next calendar month.

7. REVIEW OF THE ANNUAL RENT

- 7.1 This clause 7 shall, to the extent that the same is applicable, be subject to the provisions of clause 7A. In the event that clause 7A is applicable and there is a conflict between the two provisions those contained in clause 7A shall prevail.
- 7.2 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.8.
- 7.3 The Annual Rent shall be reviewed on each Review Date to equal:
 - (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
 - (b) the open market rent agreed or determined pursuant to this clause.
- 7.4 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.5 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
 - (a) in the open market;
 - (b) at the relevant Review Date;
 - (c) on the assumptions listed in clause 7.6; and
 - (d) disregarding the matters listed in clause 7.7.
- 7.6 The assumptions are:
 - (a) the Property is available to let in the open market:
 - (a) by a willing lessor to a willing lessee;
 - (b) as a whole;
 - (c) with vacant possession;

- (d) without a fine or a premium;
 - (e) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date and
 - (f) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent;
- (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;
 - (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
 - (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
 - (e) if the Property or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
 - (f) no work has been carried out on the Property that has diminished its rental value;
 - (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
 - (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the VATA 1994 in relation to the Property.

7.7 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property and Service Media within or exclusively serving the Property carried out after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
- (d) any effect on rent of any obligation on the Tenant to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
- (e) any statutory restriction on rents or the right to recover them.

7.8 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.

7.9 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

7.10 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting

on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

7.11 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.8 shall then apply in relation to the appointment of a replacement.

7.12 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:

- (a) the other party may pay instead; and
- (b) the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

7.13 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from (and including) that Review Date shall continue at the rate payable immediately before that Review Date. On the date the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:

- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the next rental payment date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the rental payment dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

7.14 Time shall not be of the essence for the purposes of this clause.

7.15 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

7.16 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined;

- (a) a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.
- (b) a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and provided to the relevant National Health Trust area team in accordance with the Premises Cost Directions.

7A. Proviso

For so long as the Tenant is a Contracted Practice having the benefit of NHS Funding for the Annual Rent:

7A.1 nothing contained in this Lease shall require the Tenant to pay to the Landlord any greater amount by way of rent than that which is reimbursed to the Tenant as a Contracted Practice in respect of rent (for the avoidance of doubt any amount reimbursed in respect of the Tenant's responsibility for external repairs and maintenance, insurance and VAT or in respect of any other non-rental recurring

premises costs shall be included in the Annual Rent to be paid to the Landlord) Provided Further that if rent that is reimbursed is reduced the Annual Rent payable shall continue at the rate payable immediately before the Review Date

- 7A.2 the Tenant agrees to use all reasonable endeavours to join with the Landlord in making all proper representations to the District Valuer or whoever is responsible for assessing the revised rent which should be reimbursed to the Tenant on the Review Date;
- 7A.3 whilst negotiating or determining the revised rent the Tenant, and the Landlord at the tenant's cost, will liaise with the NHS Funder to obtain its view of the revised rent and will provide such information as the NHS Funder (or their agents) requires to consider the revised rent (including such valuation evidence as the District Valuer may require);
- 7A.4 upon the agreement or determination of the revised rent by the District Valuer the Landlord and the Tenant shall advise the NHS Funder (or their respective agents) of the revised rent and ask for confirmation that the whole of the revised rent will be reimbursed under the Premises Cost Directions;
- 7A.5 for the avoidance of doubt whilst seeking agreement or determination that the proposed revised rent is fully reimbursable from the NHS Funder (or their respective agents) the Landlord & Tenant shall not (unless the same is required by the NHS Funder or the District Valuer as a pre-condition of them assessing the revised rent) sign a memorandum to record any provisionally agreed rents as between themselves;
- 7A.6 if the NHS Funder (or their agents) confirms that the revised rent will be reimbursed under the Premises Cost Directions the revised rent shall be the rent first reserved by this Lease from the relevant Review Date;
- 7A.7 if the NHS Funder (or their agents) does not agree to pay the the revised rent then the Tenant and Landlord shall negotiate with the NHS Funder (or their agent) to obtain full reimbursement of the revised rent including submitting to the NHS Funder (or their agents) independent evidence for the consideration by the District Valuer and making further representations to the Secretary of State or other relevant authority or person and all such other things which are reasonably necessary;
- 7A.8 the Tenant agrees that it will at all times keep the Landlord informed of all actions taken by it in connection with their obligations under this clause 7A including providing copies of all relevant minutes, letters, correspondence, reports and valuations and other documentation.
- 7A.9 In the event that clause 7A.7 applies and in the event that the open market rental value proposed by the Landlord is not agreed by the District Valuer then (at the request of the Landlord and cost of the Tenant) the Tenant will:
- (a) forthwith follow the procedures including if necessary an appeal to the Family Health Services Appeal Authority (or such other competent appellate body) set out in the Premises Cost Directions or such alternative provision in any updated statement of fees and allowances;
 - (b) keep the Landlord informed of all negotiations with the District Valuer and the Family Health Services Appeal Authority (or such other competent appellate body) respectively and provide the Landlord forthwith with copies of all correspondence and notices received and served;
 - (c) submit at the cost of the Tenant to the District Valuer and the Family Health Services Appeal Authority (or such other competent appellate body) all reasonable representations reasonably made by the Landlord;
 - (d) use reasonable endeavours to ensure that the rent agreed by the Family Health Services Appeal Authority (or such other competent appellate body) upon any such appeal is no less than the Annual Rent reserved by this Lease;

- 7A.10 the decision of the Family Health Services Appeal Authority (or such other competent appellate body) shall be final and binding as to the current market rent applicable to the Property and therefore the rent payable by the Tenant and the Landlord and Tenant shall sign a memorandum to reflect the same
- 7A.11 In the event that the Family Health Services Appeal Authority (or such other competent appellate body) refuses to hear an appeal the rent as determined by NHS England (or their agents) as being the current market value shall constitute the revised rent and the Landlord and Tenant shall sign a memorandum to reflect the same.
- 7A.12 Whilst the revised rent is being agreed or determined pursuant to this clause 7A the rent payable by the Tenant shall not exceed the rate payable immediately before that Review Date but for the avoidance of doubt shall include all amounts reimbursed in respect of the Tenant's responsibility for external repairs and maintenance, insurance and VAT or in respect of any other non-rental recurring premises costs.

8. INSURANCE

- 8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 8.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
- 8.3 The Tenant shall:
- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
 - (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
 - (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
 - (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
 - (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
 - (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

- 8.4 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:
- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (b) repair or rebuild the Property after a notice has been served pursuant to clause 8.6 [or clause 8.7].
- 8.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.
- 8.6 If, following damage to or destruction of the Property, the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 8.7 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk,, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction and/or works to reinstate have not materially commenced within one year after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9. RATES AND TAXES

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the total.
- 9.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 9.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10. UTILITIES

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

- 10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. COMMON ITEMS

- 11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.
- 11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

- 12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the VATA 1994.
- 12.3 Notwithstanding any provision to the contrary the Landlord hereby covenants with the Tenant not to make any VAT election in respect of the Property during the Contractual Term without first obtaining the agreement of both the Tenant and the NHS Funder to the making of such a VAT election

13. DEFAULT INTEREST AND INTEREST

- 13.1 If any Annual Rent or any other money payable under this lease has not been paid within 21 days of the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.
- 13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. COSTS

- 14.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or

- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).
- 14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. SET-OFF

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

16. REGISTRATION OF THIS LEASE

- 16.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.
- 16.2 The Tenant shall not:
- (a) apply to HM Land Registry to designate this lease as an exempt information document;
 - (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
 - (c) apply for an official copy of any exempt information document version of this lease.

17. ASSIGNMENTS

- 17.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 17.2 The Tenant shall not assign part only of this lease.
- 17.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- 18.3.1 a condition that the assignor enters into an authorised guarantee agreement which:
- (a) is in respect of all the tenant covenants of this lease;
 - (b) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (c) imposes principal debtor liability on the assignor;
 - (d) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (e) is otherwise in a form reasonably required by the Landlord;
- 18.3.2 a condition that a person of standing acceptable to the Landlord acting reasonably enters into a guarantee and indemnity of the tenant covenants of this lease in such form as the Landlord may reasonably require.
- 17.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

- (a) the Annual Rent or any other money due under this lease is outstanding or there is a breach of covenant by the Tenant that has not been remedied;
 - (b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease; or
 - (c) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.
- 17.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
- 17.6 The Tenant may subject to clause 17.6.1, assign the whole of this Lease with the consent of the Landlord PROVIDED ALWAYS that such consent shall automatically be deemed to have been given in circumstances where the assignment is to:
- (a) other partners or another partner in the same partnership running the Practice provided that the Tenant is in receipt of NHS Funding and on completion of the assignment the Tenant must comprise no less than 2 partners of said partnership who are entitled to reimbursement of the Annual Rent under the Premises Cost Directions;
 - (b) (in the event that the partnership operating the Practice dissolves but continues with one individual Registered Medical Practitioner) the sole Registered Medical Practitioner operating the Practice; or
 - (c) another Contracted Practice entitled to reimbursement of the Annual Rent under the Premises Costs Directions,

AND PROVIDED FURTHER

17.6.1 that;

- (b) the Tenant gives the Landlord notice of its intention to assign,
- (c) relevant NHS Funding is not materially adversely affected,
- (d) prior to any assignment the assignee executed a deed of covenant giving a direct covenant with the Landlord in such form as the Landlord may reasonably require that the assignee will during the Contractual Term perform and observe the covenants on the part of the Tenant in this Lease; and
- (e) the assignee holds a Core Contract.

18. UNDERLETTINGS

- 18.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.
- 18.2 The Tenant shall not underlet part only of the Property.
- 18.3 The Tenant shall not underlet the Property:
- (a) together with any property or any right over property that is not included within this lease;
 - (b) at a fine or premium or reverse premium; nor
 - (c) allowing any rent free period to the undertenant.
- 18.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:
- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and

- (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 18.5 Any underletting by the Tenant shall be by deed and shall include:
- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
 - (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease [(but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 18.3(c))];
 - (c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;
 - (d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
 - (e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,
- and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.
- 18.6 In relation to any underlease granted by the Tenant, the Tenant shall:
- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
 - (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
 - (c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.
 - (d) ensure the undertenant is a member of the Registered Medical Practitioners, the undertenant holds a Core Contract and there is relevant NHS Funding for the rent.

19. SHARING OCCUPATION

- 19.1 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.
- 19.2 It is hereby acknowledged and declared that notwithstanding clause 20.1 the Tenant shall be entitled to share occupation with others providing general medical services and personal medical services under the National Health Services Act 2006 (as amended) and other ancillary healthcare services (the “**Other Provider**”) PROVIDED THAT the Tenant:
- (a) gives the Landlord notice of its intention to share occupation with the Other Provider;
 - (b) does not give exclusive possession of the Property to the Other Provider;
 - (c) shall not share occupation of the Property with more than three Other Providers at any time;
 - (d) does not permit a relationship of landlord and tenant to exist between the Tenant and the Other Provider; and
 - (e) determines the sharing arrangement immediately upon termination of this Lease howsoever determine.

20. CHARGING

- 20.1 The Tenant shall not charge the whole of this lease.
- 20.2 The Tenant shall not charge part only of this lease.

21. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

22. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

- 22.1 In this clause a **Transaction** is:
- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it;
 - (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
 - (c) the making of any other arrangement for the occupation of the Property.
- 22.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).
- 22.3 No later than one month after a Transaction the Tenant shall:
- (a) give the Landlord's solicitors notice of the Transaction; and
 - (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
 - (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT).
 - (d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of any authorised alterations.
- 22.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

23. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

24. REPAIRS

- 24.1 Subject to clause 25.3 and 25.4, the Tenant shall keep the Property clean and tidy and in good repair and condition.
- 24.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
 - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.
- 24.3 Notwithstanding clause 25.1 nothing in this Lease shall be taken to require the Tenant to undertake a full rewire of the electrical and other mechanical plant at the Property were they are beyond economic repair.
- 24.4 Notwithstanding clause 25.1 the Tenant shall have no responsibility for repairing and maintaining the Excluded Parts.

25. DECORATION

- 25.1 Subject to clause 25.3, the Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also, where necessary if the Property is in a poor decorative state in the last three months before the end of the term.
- 25.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 25.3 Any decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
- 25.4 If the flooring (or parts of the flooring) are in a poor state the Tenant shall replace the floor coverings in such locations where the Landlord directs it to be necessary at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

26. ALTERATIONS

- 26.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.
- 26.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 26.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 26.4 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

27. SIGNS

- 27.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 27.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld **PROVIDED THAT** no consent shall be required to the display of the normal professional plate or sign showing the names of the Practice, NHS England and the doctors and other professionals practising at the Property or showing the NHS logo
- 27.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 27.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

28. RETURNING THE PROPERTY TO THE LANDLORD

- 28.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 28.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 28.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 28.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 28.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

29. USE

- 29.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 29.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 29.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

30. COMPLIANCE WITH LAWS

- 30.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- 30.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 30.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 30.4 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

- 30.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 30.6 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 30.7 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 30.8 The Tenant shall at the Landlord's request provide the Landlord with a copy of any fire risk assessment carried out by or on behalf of the Tenant, details of all measures taken by or on behalf of the Tenant to comply with the Fire Safety Order (including the names of all competent persons appointed by the Tenant pursuant to Article 18) and any other information requested by the Landlord in complying with its own obligations under the Fire Safety Order in relation to the Premises.

31. ENERGY PERFORMANCE CERTIFICATES

- 31.1 The Tenant shall:
- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.
- 31.2 Without prejudice to clause 27.4, the Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld Provided That is the Tenant undertakes any authorised alterations that affect the energy rating of the Property the Tenant shall commission and deliver to the Landlord's solicitors a copy of the Energy Performance Certificate and Recommendation Report issued as a result of the alterations.

32. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 32.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 32.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) at the Landlord's cost, take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 32.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 32.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 32.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and

- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

33. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

- 33.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 33.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 33.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 33.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.

34. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach or failure to observe and perform the covenants and conditions contained or referred to in the Landlord's title and/or any of the tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them PROVIDED that the Landlord shall (at the reasonable cost of the Tenant) use all reasonable but commercially prudent endeavours to mitigate any such liabilities, expenses, costs, claims, damages or loss

35. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

36. GUARANTEE AND INDEMNITY

- 36.1 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord, within 28 days of that request, enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.
- 36.2 Clause 36.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.
- 36.3 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

37. RE-ENTRY AND FORFEITURE

- 37.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
 - (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - (b) any breach of any condition of, or tenant covenant in, this lease;

(c) an Act of Insolvency.

- 37.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

38. JOINT AND SEVERAL LIABILITY

- 38.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 38.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 38.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 38.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

39. ENTIRE AGREEMENT

- 39.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 39.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that has given to any written enquiries raised before the date of this lease.
- 39.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 39.4 Nothing in this clause shall limit or exclude any liability for fraud.

40. NOTICES, CONSENTS AND APPROVALS

- 40.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an email or fax is not in writing; and
 - (b) given:
 - (a) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.
- 40.2 If a notice complies with the criteria in clause 40.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 40.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 40.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 40.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- If a waiver is given, it shall not affect the requirement for a deed for any other consent.
- 40.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 40.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

41. GOVERNING LAW

This lease 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 law of England and Wales.

42. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

43. BREAK

- 43.1 The Tenant may terminate this Lease by serving a Break Notice on the Landlord at least six months before but not more than twelve months before a Break Date.
- 43.2 A Break Notice served by the Tenant shall be of no effect if at the relevant Break Date:
- 44.2.1 The Tenant has not paid the Annual Rent or any VAT in respect of it which were due to have been paid;
 - 44.2.2 the Tenant has failed to give up possession of the Property.
- 44.3 Subject to clause 9.2 following service of a Break Notice this Lease shall terminate on the relevant Break Date.
- 44.4 Termination of this Lease on the relevant Break Date shall not effect any other right to remedy that either party may have in relation to any earlier breach of the lease.
- 44.5 The Landlord shall be entitled to waive any of the pre-conditions to the break contained in 44.2.1 and 44.2.2.
- 44.6 If this Lease terminates in accordance with this clause 44 then, within 30 days of the relevant Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent and any other sums for the period from and excluding the relevant Break Date up to and excluding the next rent payment date, calculated on a daily basis.

45 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. [This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.]

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Executed as a deed by **John**
Gareth Davies in the
presence of:

Witness Signature
Witness Name
Witness Address
Witness Occupation

Executed as a deed by in
the presence of:

Witness Signature
Witness Name
Witness Address
Witness Occupation

Executed as a deed by in
the presence of:

Witness Signature
Witness Name
Witness Address
Witness Occupation

PRIMARY CARE COMMISSIONING COMMITTEE

27 September 2018

RISK AND GOVERNANCE REPORT

PART 1A – SUMMARY REPORT

1.	THIS PAPER IS FOR							
	<i>Decision</i>	<input type="checkbox"/>	<i>Approval</i>	<input checked="" type="checkbox"/>	<i>Assurance</i>	<input checked="" type="checkbox"/>	<i>Information</i>	<input type="checkbox"/>
2.	REPORT OF							
		<i>Name</i>	<i>Designation</i>					
	<i>Executive Lead</i>	Richard Walker	Head of Governance & Assurance					
	<i>Author</i>	Alison Edwards	Governance, Risk and Assurance Facilitator					
3.	EXECUTIVE SUMMARY							
	<p>Introduction In common with all committees of the CCG, the Primary Care Commissioning Committee receives and reviews at every meeting extracts of the Governing Body Assurance Framework (GBAF) and Corporate Risk Register providing details of the risks allocated to the Committee for monitoring and updating.</p> <p>Assurance Framework 2018/19 The Governing Body Assurance Framework (GBAF) facilitates the Governing Body in assuring the delivery of the CCG's annual strategic objectives. The GBAF is refreshed at the start of each financial year then reported to every meeting of the Governing Body as part of the Risk & Governance Exception Report.</p> <p>Appendix 1 of this report provides the Committee with an extract from the GBAF 2018/19 of the one risk for which the Primary Care commissioning Committee is the assurance provider. The risk is scored as 'Amber' High Risk.</p> <ul style="list-style-type: none"> • Risk ref 2.1 Primary Care - There is a risk to the delivery of Primary Care priorities if the following threat(s) are not successfully managed and mitigated by the CCG: <ul style="list-style-type: none"> ○ Engagement with primary care workforce ○ Workforce and capacity shortage, recruitment and retention ○ Under development of opportunities of primary care at scale, including new models of care ○ Not having quality monitoring arrangements embedded in practice ○ Inadequate investment in primary care ○ Independent contractor status of General Practice. 							

	<p>Risk Register</p> <p>The Risk Register is an important governance document that facilitates the effective management of the CCG's strategic and operational risks. The Risk Register is a repository of current risks to the organisation, including risk ratings and the controls in place to mitigate the risk.</p> <p>The full risk register is submitted to the Committee on a six monthly basis, (March and September), the red and amber rated risks are considered at each meeting of the Committee. In line with reporting timescales, members' attention is drawn to Appendix 2 of this report which provides the Committee with all the risks associated with the Primary Care Commissioning Committee.</p> <p>There are currently six risks on the Corporate Risk Register allocated to the PCCC for which the Committee is responsible for managing. Of the six risks, there is one red (extreme) rated risks, one amber risk (high), three yellow risks (moderate) and one green (low) risk. Members are asked to review the risks detailed on Appendix 2 to ensure that the risks are being appropriately managed and scored.</p> <p><i>Additions / Removals</i></p> <p>There have been no new risks identified or removed since the previous meeting of the Primary Care Commissioning Committee.</p> <p>Update on delegated commissioning arrangements</p> <p>CCGs with delegated commissioning arrangements were recently requested by NHS England to review and agree a set of technical changes to their Delegation Agreements with NHS England in order to comply with GDPR, which came into effect on 25 May 2018. A letter was sent asking Accountable Officers to agree to the changes as part of a National Variation Proposal by Monday 17 September 2018. A copy of the new Delegation Agreement is available for reference.</p> <p>As the deadline for complying with this request fell before the next scheduled meeting of the Primary Care Commissioning Committee, Members were instead asked by the Head of Governance & Assurance to provide virtual agreement to these technical changes. This virtual agreement was received promptly following which the letter was signed by the Accountable Officer and returned to NHS England on the 10th September 2018 (see Appendix 3).</p>
4.	<p>THE COMMITTEE IS ASKED TO:</p>
	<ul style="list-style-type: none"> • Review the risk on the Assurance Framework for which the Primary Care Commissioning Committee is responsible • Review the Risk Register attached and: <ul style="list-style-type: none"> ○ Consider whether all risks identified are appropriately described and scored ○ Consider whether there are other risks which need to be included on the Risk Register. • Note the technical changes to the Delegation Agreement with NHS England.

5.	APPENDICES
	<ul style="list-style-type: none">• Appendix 1 – GBAF 2018/19 Extract risk 2.1• Appendix 2 – Risk Register extract of all the risks associated with the PCCC• Appendix 3 – Signed variation to the Delegation Agreement

Agenda time allocation for report:	10 mins
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PART 1B – SUPPORTING INFORMATION

1.	Links to the Governing Body Assurance Framework	Risk ref(s)
	This report provides assurance against the following risks on the Governing Body Assurance Framework:	All
2.	Links to CCG's Corporate Objectives	Y/N
	To have the highest quality of governance and processes to support its business	Y
	To commission high quality health care that meets the needs of individuals and groups	Y
	Wherever it makes safe clinical sense to bring care closer to home	Y
	To support a safe and sustainable local hospital, supporting them to transform the way they provide services so that they are as efficient and effective as possible for the people of Barnsley	Y
	To develop services through real partnerships with mutual accountability and strong governance that improve health and health care and effectively use the Barnsley £.	Y
3.	Governance Arrangements Checklist	
3.1	Financial Implications	
	Has a financial evaluation form been completed, signed off by the Finance Lead / CFO, and appended to this report?	NA
	Are any financial implications detailed in the report?	NA
3.2	Consultation and Engagement	
	Has Comms & Engagement Checklist been completed?	NA
	Is actual or proposed engagement activity set out in the report?	NA
3.3	Equality and Diversity	
	Has an Equality Impact Assessment been completed and appended to this report?	NA
3.4	Information Governance	
	Have potential IG issues been identified in discussion with the IG Lead and included in the report?	NA
	Has a Privacy Impact Assessment been completed where appropriate (see IG Lead for details)	NA
3.5	Environmental Sustainability	
	Are any significant (positive or negative) impacts on the environment discussed in the report?	NA
3.6	Human Resources	
	Are any significant HR implications identified through discussion with the HR Business Partner discussed in the report?	NA

PRIORITY AREA 2: PRIMARY CARE				Delivery supports these CCG objectives:		PRINCIPAL THREATS TO DELIVERY		
Delivery of 'GP Forward View' and 'Forward View - Next Steps for Primary Care' to: a) deliver investment into Primary Care b) improve Infrastructure c) ensure recruitment/retention/development of workforce d) Address workload issues using 10 high impact actions e) Improve access particularly during the working week, more bookable appointments at evening and weekends. f) Every practice implements at least 2 of the high impact 'time to care' actions g) Deliver delegated Primary Care functions				Highest quality governance		There is a risk to the delivery of Primary Care priorities if the following threat(s) are not successfully managed and mitigated by the CCG: • Engagement with primary care workforce • Workforce and capacity shortage, recruitment and retention • Under development of opportunities of primary care at scale, including new models of care • Not having quality monitoring arrangements embedded in practice • Inadequate investment in primary care • Independent contractor status of General Practice.		
				High quality health care	✓			
				Care closer to home	✓			
				Safe & sustainable local services	✓			
				Strong partnerships, effective use of £	✓			
Links to SYB STP MOU								
8.3. General Practice and primary care								
Committee Providing Assurance		PCCC	Executive Lead		JH	Clinical Lead		NB
Risk rating	Likelihood	Consequence	Total				Date reviewed	Sep-18
Initial	3	4	12				Rationale: Likelihood has been scored at 3 (possible) but will be kept under review. Consequence has been scored at 4 (major) because there is a risk of significant variations in quality of and access to care for patients if the priorities are not delivered.	
Current	3	4	12					
Appetite	3	4	12					
Approach	TOLERATE							
Key controls to mitigate threat:				Sources of assurance				Rec'd?
1. Incentivise practices to complete HEE Workforce Analysis tool				All practices have now completed the HEE tool to allow the CCG to create a workforce baseline. The workforce data was been presented to September 17 BEST meeting supported by Mark Purvis from HEE. This continues to be incentivised through the 2018/19 PDA.				Ongoing
2. Additional investment above core contracts through PDA delivers £4.2 to Barnsley practices to improve sustainability and attract workforce to the Barnsley area				Ongoing monitoring of PDA (contractual / QIPP aspects via FPC, outcomes via PCCC) - as at May 2018 all Practices bar one are signed up to the 2018-19 PDA.				Ongoing
3. Optimum use of BEST sessions				BEST programme and Programme co-ordination				Ongoing
4. Development of locality working				6 localities established. A GP Clinical Lead and PM lead allocated to each locality. A series of locality meetings held August, October and December 2017. Large locality event on 14 February 2018 to develop locality based plans and identify areas for development.				Ongoing
5. BHF - Existence of strong federation supports Primary Care at Scale				BHF contract monitoring, oversight by PCCC				Ongoing
6. Practices increasingly engaging with voluntary and social care providers (e.g. My Best Life)				Monitored through PDA Contract monitoring of the My Best Life Service				Ongoing
7. Programme Management Approach of GPFV & Forward View Next steps				Reported to GB in November 2017. GPFV assurance returns submitted bi-monthly to NHSE. Further update to PCCC in June 2018 to report on GPFV progress from 2017/18. GPFV update submitted to PCCC in June 2018 as planned..				Ongoing
8. Care Navigation roll out - First Port of Call Plus				BHF contract monitoring, oversight by PCCC, also included in GPFV assurance returns				Ongoing
9. Engagement and consultation with Primary Care (Membership Council, Practice Managers etc)				NHS England 360 Stakeholder Survey results reported to Governing Body. 16/17 results reported to Membership Council Spring 2017.				Ongoing

SY Workforce Group in place; STP has a workforce chapter developed in collaboration with CCG's, HEE, providers and Universities.		BCCG is represented on the group.	Ongoing
Gaps in assurance		Positive assurances received	
None identified		<i>Report on implementation of the GP Forward View being presented at PCCC June 2018. Await any further recommendations.</i> <i>Report accepted at PCCC with recognition of work undertaken and progress.</i>	
Gaps in control		Actions being taken to address gaps in control / assurance	
RR 14/10: If the Barnsley area is not able to attract & retain a suitable & sufficient Primary Care clinical workforce there is a risk that: (a) Some practices may not be viable, (b) Take up of PDA or other initiatives could be inconsistent (c) The people of Barnsley will receive poorer quality healthcare services (d) Patients services could be further away from their home.		BCCG has a baseline of the Primary Care workforce following the 30 June 2017 submission for baseline data via the HEE Tool. Data presented at BEST event in September. The CCG and BHF will then work with member practices to address any gaps/ variance and to develop a workforce plan going forward. Actively exploring option of international recruitment with 16 practices expressing an interest. BHF looking to host a number of these GPs if the initiative goes forward. Practices encouraged to look at skill mix with innovative recruitment.	
RR 18/03: If there is not an adequate and rapid response from Barnsley Healthcare Federation to the areas identified by CQC in their recent inspections there is a risk that the BHF does not meet contractual and service requirements potentially leading to: (a) poor quality or unsafe services for the people of Barnsley; (b) reputational /brand damage; (c) Strategic implications for the CCG in terms of delivery of the out of hospital strategy and primary care at scale. (d) Continuity of service (e) Risk of patients and practices not accessing services provided by BHF		Barnsley Healthcare Federation have appointed a new Clinical Director/ Chair and have had a Senior Management restructure. A detailed action plan to address all areas of concern highlighted within the CQC report has been produced and is being monitored through both PC contracting and Quality Surveillance at the CCG. Regular updates and evidence on progress is being provided by the Chief Executive which is offering assurance on progress. Resilience funding through NHSE has been sourced and provided and the Federation GP practices are signed up to the releasing time for care programme.	

RISK REGISTER – September 2018

Domains

1. Adverse publicity/ reputation
2. Business Objectives/ Projects
3. Finance including claims
4. Human Resources/ Organisational Development/ Staffing/ Competence
5. Impact on the safety of patients, staff or public (phys/psych)
6. Quality/ Complaints/ Audit
7. Service/Business Interruption/ Environmental Impact
8. Statutory Duties/ Inspections

Likelihood		Consequence		Scoring Description			Current Risk No's	Review
Almost Certain	5	Catastrophic	5	Red	Extreme Risk	(15-25)	7	Monthly
Likely	4	Major	4	Amber	High Risk	(8- 12)	14	3 mthly
Possible	3	Moderate	3	Yellow	Moderate Risk	(4 -6)	4	6 mthly
Unlikely	2	Minor	2	Green	Low Risk	(1-3)	3	Yearly
Rare	1	Negligible	1	Total = Likelihood x Consequence				

The initial risk rating is what the risk would score if no mitigation was in place. The residual/current risk score is the likelihood/consequence (impact) of the risk sits when mitigation plans are in place

Ref	Domain	Risk Description	Initial Risk Score			Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Residual Risk Score			Date Risk Assessed	Progress/ Update	Date for re-assessment
			Likelihood	Consequence	Score				Likelihood	Consequence	Score			
CCG 14/10	2, 5, 6	If the Barnsley area is not able to attract & retain a suitable & sufficient Primary Care clinical workforce there is a risk that: (a) Some practices may not be viable, (b) Take up of PDA or other initiatives could be inconsistent (c) The people of Barnsley will receive poorer quality healthcare services (d) Patients	3	3	9	NHS England's Primary Care Strategy includes a section on workforce planning The CCG's Primary Care Development Programme has a workforce workstream and Primary Care workforce Strategy is in development. Links have been developed with the Medical School to enhance attractiveness of Barnsley to students The CCG continues to invest in primary care capacity. The PDA enables practices to invest in the sustainability of their workforce. The successful PMCF (now known	Senior Primary Care Commissioning Manager. (Primary Care Commissioning Committee)	Governing Body	4	4	16	09/18	September 2018 Practices continue to report their workforce figures and these are presented and monitored through each practices quality dashboard. In 2018/19 15 lots of resilience funding have been approved for Barnsley practices which will support recruitment and future resilience.	10/18

			Initial Risk Score						Residual Risk Score					
Ref	Domain	Risk Description	Likelihood	Consequence	Score	Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Likelihood	Consequence	Score	Date Risk Assessed	Progress/ Update	Date for re-assessment
		services could be further away from their home.				<p>as GP Access Fund) has enabled additional capacity to be made available outside normal hours via the iHeart Barnsley Hubs. BHF is also actively developing physicians associates roles.</p> <p>The CCG has funded 15 Clinical Pharmacists to provide support to all Practices in Barnsley.</p> <p>The CCG has also funded 14 Apprentices to provide additional capacity in Primary Care.</p> <p>The PDA requires Practices to submit a workforce baseline assessment to the CCG on a quarterly basis. This will be monitored via the Primary Care Quality Improvement Tool to identify any capacity issues or pressure points.</p> <p>GP Forward View includes a section on workforce, with additional funding being made available to support Primary Care sustainability.</p>							<p>August 2018 No change to report</p> <p>June 2018 Update to be provided at 26 July PCCC meeting</p> <p>May 2018 No change to report</p> <p>April 2018 No change to report</p> <p>March 2018 No change to report</p> <p>9 February 2018 No update to report</p> <p>January 2018 The PCCC agreed the new wording at the meeting on 24 January 2018</p>	

			Initial Risk Score						Residual Risk Score					
Ref	Domain	Risk Description	Likelihood	Consequence	Score	Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Likelihood	Consequence	Score	Date Risk Assessed	Progress/ Update	Date for re-assessment
													December 2017 The risk has been amended slightly to recognize the importance of considering primary care capacity in its broader sense. The Primary Care Quality improvement Tool will facilitate a robust baseline assessment and the risk score will be revisited in the light of this before the end of 2017/18.	
CCG 15/03		If the CCG does not effectively discharge its delegated responsibility for contract performance management there is a risk that the CCG's reputation and relationship with its membership could be damaged.	3	4	12	<p>The CCG has access to existing primary care commissioning resource within the Area Team under the RASCI agreement.</p> <p>The CCG will seek to integrate Area team resources to ensure that the role is carried out consistently with the CCG's culture & approach.</p>	<p>Senior Primary Care Commissioning Manager</p> <p>(Primary Care Commissioning Committee)</p>	Risk Assessment	2	4	8	09/18	September 2018 The CCG continues to effectively managing its delegated responsibility. Strong links have been made with the NHSE Area Team and the contracting team	12/18

			Initial Risk Score						Residual Risk Score					
Ref	Domain	Risk Description	Likelihood	Consequence	Score	Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Likelihood	Consequence	Score	Date Risk Assessed	Progress/ Update	Date for re-assessment
						<p>The CCG is also undertaking a review of management capacity which will incorporate proposed delegated responsibilities.</p> <p>The CCG has an open channel of communication with the Membership Council regarding commissioning and contracting arrangements (eg equalisation).</p>							<p>to ensure that this function is effective.</p> <p>August 2018 No updates to report</p> <p>June 2018 No updates to report</p> <p>March 2018 The CCG is effectively managing its delegated responsibility. This is primarily delivered through the PCCC and the CCGs Primary Care Team, supported by NHSE.</p>	
CCG 15/04		If the CCG is unable to secure sufficient operational & strategic capacity to fulfil the delegated functions this may impact on the ability of the CCG to	3	5	15	<p>CCG considered its strategic capacity & capability as part of the successful application process.</p> <p>The CCG has access to existing primary care</p>	Head of Delivery (Integrated Primary and Out of Hospital Care)	Risk Assessment	2	3	6	09/18	September 2018 The Primary Care Team have appointed to 2 new posts which will support the CCG in managing	03/19

			Initial Risk Score						Residual Risk Score					
Ref	Domain	Risk Description	Likelihood	Consequence	Score	Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Likelihood	Consequence	Score	Date Risk Assessed	Progress/ Update	Date for re-assessment
		deliver its existing delegated statutory duties, for instance in relation to quality, financial resources and public participation.				<p>commissioning resource within the Area Team under the RASCI agreement. In addition the CCG is recruiting a Head of Quality for Commissioning Primary Medical Services.</p> <p>The CCG is undertaking a review of management capacity including delegated responsibilities.</p>	(Primary Care Commissioning Committee)						<p>its delegated responsibilities for Primary Care. The posts will lead on contract management and transformation.</p> <p>March 2018 Primary Care team in place and working effectively</p> <p>January 2018 Primary Care team in place and working effectively</p> <p>June 2017 The CCG has a Primary Care Team to support management of delegated commissioning; this includes individuals with the responsibility for Primary Care Contracting and Quality.</p>	

Ref	Domain	Risk Description	Initial Risk Score			Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Residual Risk Score			Date Risk Assessed	Progress/ Update	Date for re-assessment
			Likelihood	Consequence	Score				Likelihood	Consequence	Score			
CCG 15/05	1, 3, 8	If the CCG does not comply in a fully transparent way with the statutory Conflicts of Interest guidance issued in June 2016 there is a risk of reputational damage to the CCG and of legal challenge to the procurement decisions taken.	3	3	9	<p>Standards of Business Conduct Policy and Procurement Policy updated.</p> <p>Registers of Interests extended to incorporate relevant GP practice staff.</p> <p>Declarations of interest tabled at start of every meeting to enable updating.</p> <p>Minutes clearly record how any declared conflicts have been managed.</p> <p>PCCC has Lay Chair and Lay & Exec majority, and GP members are non-voting.</p>	Head of Governance & Assurance (Primary Care Commissioning Committee)	Risk Assessment	2	3	6	09/18	<p>May 2017 The CCG has a Primary Care Team to support management of delegated commissioning; this includes individuals with the responsibility for Primary Care Contracting and Quality.</p> <p>September 2018 Issues raised by Internal audit have been addressed. No further update at this time.</p> <p>March 2018 Annual internal audit review of conflicts of interest provided significant assurance and raised just 3 low risk actions which are currently being addressed.</p>	03/19

			Initial Risk Score						Residual Risk Score					
Ref	Domain	Risk Description	Likelihood	Consequence	Score	Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Likelihood	Consequence	Score	Date Risk Assessed	Progress/ Update	Date for re-assessment
						<p>Register of Procurement decisions established to record how any conflicts have been managed.</p> <p>Guidance provided to minute takers on recording decisions re managing conflicts of interest.</p>							<p>January 2018 Unchanged since the last update</p> <p>December 2017 CCG continues to comply. So FBC Policy has been updated again to reflect minor changes to the statutory guidance. Arrangements for managing conflicts in procurement clarified and strengthened through GB agreeing a 'decision tree' in November 2017. PCCC ToR now specify that the Committee will be the decision making body where GB cannot take decisions due to conflicts.</p>	

			Initial Risk Score						Residual Risk Score					
Ref	Domain	Risk Description	Likelihood	Consequence	Score	Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Likelihood	Consequence	Score	Date Risk Assessed	Progress/ Update	Date for re-assessment
													June 2017 Third lay member now in post and attending meetings of PCCC. March 2017 Third Lay now recruited and will commence on 1.4.17. Internal Audit has found CCG fully or partially compliant across all areas.	
CCG 16/02		If GP Practices opt to cease provision under their Primary Medical Services Contract there is a risk that the CCG could not source appropriate provision of services in all localities in Barnsley.	2	4	8	Impact could be mitigated by local provision e.g. BHF APMS Contracts allow increased diversity of provision. Emergency provider framework	Head of Delivery (Integrated Primary and Out of Hospital Care) (Primary Care Commissioning Committee)		1	4	4	09/18	September 2018 Barnsley CCG approved the emergency provider framework in May 2018 which would support the CCG in appointing a provider should any practice opt to stop provision under the PMS contract.	03/19

			Initial Risk Score						Residual Risk Score					
Ref	Domain	Risk Description	Likelihood	Consequence	Score	Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Likelihood	Consequence	Score	Date Risk Assessed	Progress/ Update	Date for re-assessment
													March 2018 – position remains as below January 2018 The risk remains in place. CCG would follow NHSE Policy and Guidance Manual to secure emergency provision May 2017 Individual contracts are monitored through the Primary Care Commissioning Committee's Contractual Issues Report	
CCG 15/06		There is a risk that if the CCG does not effectively engage with the public, member practices and other stakeholders on matters relating to the delegated commissioning of	2	3	6	The CCG has a well-established and effective PPE function, as well as robust governance supporting the function. The existing primary care commissioning resource and expertise within the Area Team can be accessed by	Head of Communications & Engagement (Primary Care Commissioning Committee)	Risk Assessment	1	3	3	03/18	March 2018 No changes to report February 2018 NHS England has assessed the CCG as Good against the new patient and	03/19

			Initial Risk Score						Residual Risk Score					
Ref	Domain	Risk Description	Likelihood	Consequence	Score	Mitigation/Treatment	Lead Owner of the risk	Source of Risk	Likelihood	Consequence	Score	Date Risk Assessed	Progress/ Update	Date for re-assessment
		primary care (including redesign of service delivery), the CCG's reputation with its key stakeholders could therefore be affected.				<p>the CCG.</p> <p>The CCG considered its strategic capacity & capability as part of the successful application process.</p> <p>The CCG is a member of the Consultation Institute and as such uses learning, best practice and advice service to support any consultation activity.</p>							<p>community engagement indicator</p> <p>October 2016 – general update to mitigation and treatment</p> <p>August 2016 The CCG continues to hold practice engagement events with practices the last one being at the end of June</p> <p>June 2016 Estates issues resolved, the CCG held a practice Engagement event scheduled for 30th June 2016</p>	



Publications Gateway Reference: 08331

**CCGs with Delegation
Agreements for Primary
Medical Services**

Commissioning Policy Group
NHS England
Quarry House
Quarry Hill
Leeds
LS2 7UE

0113 825 0838

england.co-commissioning@nhs.net

Tuesday 21 August 2018

FAO Accountable Officers and/or Clinical Leads,

National Variation Proposal for Delegation Agreements to ensure compliance with General Data Protection Regulation (GDPR)

As part of NHS England's programme to ensure compliance with GDPR, which came into effect on 25 May 2018, a series of technical updates to the Delegation Agreement are now required.

These updates will take effect by means of a National Variation Proposal, as outlined at paragraph 22.5 of the Delegation Agreement:

'NHS England may notify the CCG of any proposed National Variation by issuing a National Variation Proposal by whatever means NHS England may consider appropriate from time to time.'

The National Variation Proposal is enclosed below.

Please read through the updates outlined in the National Variation Proposal (ref: GDPR). Sign and return the declaration on page 5 by **Friday 21 September 2018** to acknowledge the variations made to the Delegation Agreement. This will ensure the Delegation Agreement currently in place between your Clinical Commissioning Group and NHS England remains legally sound. A [copy of the revised Delegation Agreement](#) is also available.

The updates do not represent a material change to the Delegation Agreement and we do not anticipate that any further action will be required on your part.

If you would like to discuss this further, please contact NHS England's co-commissioning team directly on england.co-commissioning@nhs.net.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'I Ellul', written in a cursive style.

Ivan Ellul, Director of Commissioning Policy, NHS England

Variation Agreement

Variation Reference: GDPR

Proposed by: NHS England

Date of Proposal: 21 August 2018

Date of Variation Agreement: 21 August 2018

Capitalised words and phrases in this Variation Agreement have the meanings given to them in the Agreement referred to above.

1. The Parties have agreed the [National] Variation summarised below:

10.2 replace 'govern' with 'describe'
10.3 add 'Schedule 4'

Schedule 1: Definitions and interpretation:

- Replace references to the Data Protection Act (DPA) with GDPR (the General Data Protection Regulation).
- Replace reference to the DPA, the EU Data Protection Directive 95/46/EC with reference to GDPR, the Data Protection Act 2018
- Replace 'Sensitive Personal Data' with 'Special Category Personal Data'

Schedule 4: Further Information Sharing Provisions

- 4.2
- 6.2 Replace 'Sensitive Personal Data' with 'Special Category Personal Data'
- 7.1 Replace DPA with GDPR
- 7.1.2 Amend to: 'amendment of respective privacy notices and policies to reflect the processing of data carried out further to this agreement, including covering the requirements of articles 13 and 14 GDPR and providing these (or making them available to) Data Subjects.'
- 7.2 Amend to: 'Each Party shall procure that its notification to the Information Commissioner's Office and record of processing maintained for the purposes of Article 30 GDPR reflects the flows of information under this Agreement.'
- 8.1, 8.3, 9.2, 9.3, 9.4.2, 9.4.3, 9.5.2: Replace 'Sensitive Personal Data' with 'Special Category Personal Data'
- 8.2 Replace 'DPA' with 'Data Protection Act 2018'
- 9.3.2 Amend to: 'in respect of the Relevant Information it shall promptly (and within 48 hours) notify the other Party. The Parties shall fully cooperate with one another to remedy the issue as soon as reasonably practicable, and in making information about the incident available to the Information Commissioner and Data Subjects where required by Information Law.'
- 9.4.1 Amend to: 'process the Personal Data (including Special Category Personal Data) only in accordance with the terms of this Agreement and otherwise (to the extent that it acts as a Data Processor for the purposes of Article 27-28 GDPR) only in accordance with written instructions from the originating Data Controller in respect of its Relevant Information;
- 9.4.4 Amend to: 'process the Personal Data in accordance with the requirements of Information Law and in particular the principles set out in Article 5(1) and accountability requirements set out in Article 5(2) GDPR.'
- 9.5 – 9.9 Amend to:
9.5 Each Party shall act generally in accordance with Information Law

requirements, and in particular shall implement, maintain and keep under review appropriate technical and organisational measures to ensure and to be able to demonstrate that the processing of Personal Data is undertaken in accordance with Information Law, and in particular to protect the Personal Data (and Special Category Personal Data) against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall:

- 9.5.1 Take account of the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of Data Subjects; and
- 9.5.2 Be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data (and Special Category Personal Data) and having regard to the nature of the Personal Data (and Special Category Personal Data) which is to be protected.

9.6 In particular, each Party shall:

- 9.6.1 ensure that only Personnel authorised under this Agreement have access to the Personal Data (and Special Category Personal Data);
- 9.6.2 ensure that the Relevant Information is kept secure and in an encrypted form, and shall use all reasonable security practices and systems applicable to the use of the Relevant Information to prevent and to take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution, of the Relevant Information;
- 9.6.3 obtain prior written consent from the originating Party in order to transfer the Relevant Information to any third party;
- 9.6.4 permit the other Party or their representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the data processing activities carried out further to this Agreement (and/or those of its agents, successors or assigns) and comply with all reasonable requests or directions to enable each Party to verify and/or procure that the other is in full compliance with its obligations under this Agreement; and
- 9.6.5 if requested, provide a written description of the technical and organisational methods and security measures employed in processing Personal Data.

9.7 Specific requirements as to information security set out in the Personal Data Agreement(s).

9.8 Each Party shall use best endeavours to achieve and adhere to the requirements of the NHS Information Governance Toolkit, particularly in relation to Confidentiality and Data Protection Assurance, Information Security Assurance and Clinical Information Assurance.

9.9 The Parties' Single Points of Contact ("**SPoC**") set out in paragraph 14 (*Governance: Single Points of Contact*) below will be the persons who, in the first instance, will have oversight of third party security measures.

- 10.4 Add 'and held'
- 11.1 Add 'and to comply with the principles set out in Article 5(1)(c) and (d) GDPR.'
- 12.4 Replace 'the fifth Data Protection Principle' with 'requirements of 5 (1) (e) GDPR'
- 12.1 Add 'as well as any other purported exercise of a Data Subject's rights under Information Law or complaint to or investigation undertaken by the Information Commissioner.'
- Template Personal Data Agreement – changes to formatting, replace DPA Schedule 2 condition/s with 'GDPR Article 6 legitimising conditions' and replace 'DPA Schedule 3 condition/s' with GDPR Article 9 legitimising conditions'

2. The National Variation is reflected in the attached Schedule and the Parties agree that the Agreement is varied accordingly.
3. The Variation takes effect on 21 August 2018

IN WITNESS OF WHICH the Parties have signed this Variation Agreement on the date(s) shown below

Signed by

NHS England

Paul Baumann for and on behalf of NHS England



Signed by

[NHS BARNSELEY] Clinical Commissioning Group
[LESLEY SMITH] (for and on behalf of [NHS BARNSELEY CCG])



