| Dated 2016 |
| --- |
| [INSERT NAME OF COUNCIL]  and  [INSERT NAME OF CLINICAL COMMISSIONING GROUP] |
| VARIATION TO FRAMEWORK PARTNERSHIP AGREEMENT RELATING TO THE COMMISSIONING OF HEALTH AND SOCIAL CARE SERVICES [FOR 2016- 2017] |

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**THIS DEED OF VARIATION** is made on day of 2016

PARTIES

1. [INSERT NAME OF COUNCIL] of [INSERT ADDRESS OF COUNCIL] (the "Council"); and
2. [INSERT NAME OF CCG] of [INSERT ADDRESS OF CCG] (the "CCG")

(together "the Partners")

BACKGROUND

1. The Partners entered into a Framework Partnership Agreement relating to the commissioning of health and social care services on **[INSERT DATE OF THE PARTNERSHIP AGREEMENT]** in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable ("the Partnership Agreement").
2. [**INSERT BACKGROUND INFORMATION[[1]](#footnote-1)**]
3. The Partners acknowledge that amendments have been made to the national partnership agreement template published by NHS England, and amendments are required to the Partnership Agreement to ensure that it accords with National Guidance.
4. Pursuant to Clause **[INSERT VARITION CLAUSE]** of the Partnership Agreement, the Partners have agreed to vary the terms of the Partnership Agreement as set out in this Deed of Variation with effect from the date of this Deed of Variation [in relation to the financial year commencing 1st April 2016 and ending on 31st March 2017].

AGREED TERMS

1. Defined Terms and Interpretation
   1. In this Agreement, expressions defined in the Partnership Agreement and used in this Agreement have the meaning set out in the Partnership Agreement.
   2. Subject to Clause 1.1 of this Agreement, the following words and expressions shall have the following meanings:
2. Deed means this Deed of Variation including any schedules and appendices.
3. Effective Date means [insert date][[2]](#footnote-2)
   1. The rules of interpretation set out in the Partnership Agreement apply to this Agreement.
4. Variation
   1. The Partners acknowledge agree and confirm that in accordance with Clause **[30 (Variation)][[3]](#footnote-3)** of the Partnership Agreement (which provides that any variation shall be recorded in writing and signed for and on behalf of each of the Partners) that the Partnership Agreement shall be amended on the Effective Date as follows:
      1. [The Partnership Agreement shall be varied in accordance with Schedule 1 of this Deed[[4]](#footnote-4)].
      2. [The Partners have agreed to amend [part 2 of] Schedule 1 (Scheme Specification) to the Partnership Agreement to insert the Scheme Specifications agreed for 2016/2017 as set out in Schedule 2 (Amendments to Existing Scheme Specifications) of this Deed[[5]](#footnote-5)].
      3. [The Partners have agreed to vary Schedule [2] (Governance) to the Partnership Agreement as set out in Schedule 3 (Governance) of this Deed][[6]](#footnote-6).
      4. [The Partners have reviewed the financial arrangements contained in the Partnership Agreement and have agreed to vary Schedule [3] (Risk Share and Overspends) to the Partnership Agreement as set out in Schedule 4 (Financial Arrangements) of this Deed][[7]](#footnote-7).
      5. [The Partnership Agreement shall be varied as set out in Schedule 5 (Other Amendments) of this Deed][[8]](#footnote-8).
   2. Except as amended by this Agreement and as set out in Clauses 2.1.1 to 2.1.6 above and the Schedules of this Deed, the Partnership Agreement shall continue in full force and effect and this Deed shall not release or lessen any accrued rights, obligations or liability of any of the Partners under the Partnership Agreement.
5. GENERAL
   1. The provisions of the following clauses of the Partnership Agreement shall apply, mutatis mutandis, to this Agreement: Clause [15] (Audit and Access Rights), Clause [23] (Dispute Resolution Procedure), Clause [25] (Confidentiality) Clause [26] (Freedom of Information and Environmental Protection Regulations), Clause [29] (Notices) and Clause [34] (Assignment and Sub- Contracting).
6. Severance

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

1. Third Party Rights

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

1. Entire Agreement
   1. The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.
   2. No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the Partners.
2. Counterparts

This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Agreement for all purposes.

1. Governing Law AND JURISDICTION
   1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
   2. Subject to Clause *[*23 *or inset clause number of the dispute resolution clause in the Partnership Agreement]* (Dispute Resolution) of the Partnership Agreement, the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arises out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS WHEREOF** this Deed has been executed by the Partners on the date of this Deed[[9]](#footnote-9)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| | THE CORPORATE SEAL of **THE** | ) |  | | --- | --- | --- | | **COUNCIL OF [ ]** | ) |  | | was hereunto affixed in the presence of: | ) |  | | Signed for on behalf of **[ ]**  **CLINICAL COMMISSIONING GROUP**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorised Signatory |  |  |   Signed by the authorised signatory of |  |  |

1. - AMENDMENTS TO THE Partnership agreement [[10]](#footnote-10)
2. – scheme specifications

[Use this if amendments are being made to schedule 1 part 1 of the original agreement]

1. – individual Scheme specificationS for 2016/2017

The Partners have agreed the following Individual Schemes for 2016/2017 and agreed Scheme Specifications as annexed to this Schedule:

[Insert list of Individual Schemes agreed for 2016/2017 and if this previously contained the financial split between schemes then include the updated finances too. ]

1. – Governance

*[To be populated where the Partners have agreed changes to the Governance Arrangements previously set out in Schedule 2 (Governance)]*

1. - Financial and RISK SHARing ARRANGEMENTS

*[To be populated in accordance with local agreement over amendments to the existing risk sharing arrangements set out in Schedule 3 (Risk Share and Overspends)]*

*If this schedule previously set out Financial Contributions then the agreed contribution for 2016/2017 should be included here.*

*We suggest including information here in relation to:*

* *How Financial Contributions will be made*
* *How Risk Share will work*
* *Overspend arrangements*
* *Underspend arrangements*

*(see draft Framework agreement and Explanatory Memorandum for more information as to what to include in this Schedule.)*

1. – other Amendments

[include here any amendments to any other Schedules that the Partners have agreed.

1. Provide details on why the Partners have decided to make amendments, for example new schemes, amendments to existing schemes, changes to the financial contributions, changes to the governance arrangements, amendments to the risk sharing approach, and any other locally agreed amendments. [↑](#footnote-ref-1)
2. You may need to consider the term of the variation in light of whether the Partnership Agreement is a rolling or fixed term contract. [↑](#footnote-ref-2)
3. Any variation will need to be in accordance with the variation provision (if any) contained in the Partnership Agreement. This Deed is based on the template Partnership Agreement. [↑](#footnote-ref-3)
4. This should be used if the Partners want to make any amends to the main body of the Agreement. In this Schedule the Partners should set out any clauses that will be amended and how they will be amended. [↑](#footnote-ref-4)
5. This should be used if the Individual Scheme will remain as part of the Agreement, however, the Partners have agreed some amendments, for example changes to the financial contributions. [↑](#footnote-ref-5)
6. Partners should consider whether the governance arrangements have worked well and if any amendments need to be made to the governance structure, the incorporation of any new levels of governance such as sub groups, changes to the terms of reference etc. [↑](#footnote-ref-6)
7. This will cover changes to performance arrangements and other requirements for risk sharing arrangements in accordance with the Technical Guidance Annex 4. Partners should also consider whether any amendments need to be made to the operative provisions of the Partnership Agreement as a result of changes to Schedule 3 (Risk Share and Overspends) and such amendments should be dealt with as under clause 2.1.6 of this Deed. [↑](#footnote-ref-7)
8. Schedule 5 can be used to set out any other locally agreed amendments to the Partnership Agreement, which are not captured by the suggested amendments referred to in the preceding Schedules of this Deed. [↑](#footnote-ref-8)
9. Partners to confirm execution blocks [↑](#footnote-ref-9)
10. This Schedule should be used if the Partners are making any changes to the main body of the Partnership Agreement. The Partners should set out what, if any, drafting is being deleted and what is being inserted. For example:

    Clause 12.1 shall be deleted and replaced by the following "*The Partners have agreed risk share arrangements as set out in schedule 3 which provide for financial risks arising within the commissioning of services from the Pooled Funds as set out in National Guidance"* [↑](#footnote-ref-10)