

Title of Meeting:	NY CCG Governing Body			Agenda Item: 7.3																			
Date of Meeting:	24 June 2021			<table border="1"> <tr> <th colspan="2">Session (Tick)</th> </tr> <tr> <td>Public</td> <td>X</td> </tr> <tr> <td>Private</td> <td></td> </tr> <tr> <td>Development Session</td> <td></td> </tr> </table>		Session (Tick)		Public	X	Private		Development Session											
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Development Session																							
Paper Title:	Better Care Fund Section 75																						
Responsible Governing Body Member Lead Jane Hawcard, Chief Finance Officer			Report Author and Job Title Kathryn Wright, Senior Finance Manager																				
Purpose – this paper is for:	<table border="1"> <tr> <th>Decision</th> <th>Discussion</th> <th>Assurance</th> <th>Information</th> </tr> <tr> <td>X</td> <td></td> <td>X</td> <td></td> </tr> </table>	Decision	Discussion	Assurance	Information	X		X															
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X		X																					
<p>Has the report (or variation of it) been presented to another Committee / Meeting? If yes, state the Committee / Meeting: Yes. A version of this paper has been reviewed by the NY&Y Health and Wellbeing Board.</p>																							
<p>Executive Summary The Better Care Fund Section 75 requires final agreement and sign off for 20/21. This paper gives as overview of the 20/21 agreement.</p>																							
<p>Recommendations The Governing Body is being asking to:</p> <ul style="list-style-type: none"> Note the report for assurance that the Better Care Fund plans being met in 2020/21 Approve the Better Care Fund Section 75 Agreement Approve for the Accountable Officer to sign the agreement 																							
<p>Monitoring Monitoring is undertaken by the Health and Wellbeing Board. In 2021/22, a review of the Section 75 projects is to be agreed between North Yorkshire County Council (NYCC) and North Yorkshire CCG (NY CCG). This is expected to consider specific areas where a deep dive is considered helpful rather than a full review of every area.</p>																							
<p>CCG Strategic Objectives Supported by this Paper</p> <table border="1"> <thead> <tr> <th></th> <th>CCG Strategic Objectives</th> <th></th> </tr> </thead> <tbody> <tr> <td>1</td> <td> Strategic Commissioning: <ul style="list-style-type: none"> To take the lead in planning and commissioning care for the population of North Yorkshire by providing a whole system approach and to support the development of general practice. To make the best use of resources by bringing together other NHS organisations, local authorities and the third sector to work in partnership on improving health and care. To develop alliances of NHS providers that work together to deliver care through collaboration rather than competition. </td> <td>X</td> </tr> <tr> <td>2</td> <td> Acute Commissioning: We will ensure access to high quality hospital-based care when needed. </td> <td></td> </tr> <tr> <td>3</td> <td> Engagement with Patients and Stakeholders: We will build strong and effective relationships with all our communities and partners. </td> <td></td> </tr> <tr> <td>4</td> <td> Financial Sustainability: We will work with partners to transform models of care to deliver affordable, quality and sustainable services. </td> <td></td> </tr> <tr> <td>5</td> <td> Integrated / Community Care: With our partners and people living in North Yorkshire we will enable healthy communities through integrated models of care. </td> <td>X</td> </tr> </tbody> </table>							CCG Strategic Objectives		1	Strategic Commissioning: <ul style="list-style-type: none"> To take the lead in planning and commissioning care for the population of North Yorkshire by providing a whole system approach and to support the development of general practice. To make the best use of resources by bringing together other NHS organisations, local authorities and the third sector to work in partnership on improving health and care. To develop alliances of NHS providers that work together to deliver care through collaboration rather than competition. 	X	2	Acute Commissioning: We will ensure access to high quality hospital-based care when needed.		3	Engagement with Patients and Stakeholders: We will build strong and effective relationships with all our communities and partners.		4	Financial Sustainability: We will work with partners to transform models of care to deliver affordable, quality and sustainable services.		5	Integrated / Community Care: With our partners and people living in North Yorkshire we will enable healthy communities through integrated models of care.	X
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6	Vulnerable People: <ul style="list-style-type: none"> We will support everyone to thrive [in the community]. We will promote the safety and welfare of vulnerable individuals. 	
7	Well-Governed and Adaptable Organisation: In supporting our objectives we will be a well-governed and transparent organisation that promotes a supportive learning environment.	

CCG Values underpinned in this paper

	CCG Values	X
1	Collaboration	X
2	Compassion	
3	Empowerment	
4	Inclusivity	
5	Quality	
6	Respect	

Does this paper provide evidence of assurance against the Governing Body Assurance Framework?

YES		NO	X
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Any statutory / regulatory / legal / NHS Constitution implications	CCGs are required to meet the minimum Better Care Fund Contribution. Clause. 5.11: Partnership Working of the Constitution confirms that the Governing Body has authority to approve arrangements established under the 2006 Act including under Section 75.
Management of Conflicts of Interest	No conflicts of interest have been identified prior to the meeting
Communication / Public & Patient Engagement	Not applicable
Financial / resource implications	Financial implications are summarised in this report
Outcome of Impact Assessments completed	Not applicable

Report Author and Job Title

Kathryn Wright, Senior Finance Manager

Better Care Fund 2020/21

Table 1 below summarises the 2020/2021 North Yorkshire Better Care Fund (BCF) of which North Yorkshire CCG contributed £29,307,777 as per the minimum CCG contribution. In addition, the CCG contributed additional resources as detailed below. The full Section 75 is attached at appendix A.

The CCGs expenditure against the fund includes community services, mental health services, the voluntary sector, and a contribution to the protection of adult social care.

Table 1

North Yorkshire Better Care Fund		Notes
	2020-21	
Local Authority Contribution		
Disabled Facilities Grant (DFG)	£5,114,924	
iBCF Contribution	£16,818,986	
NYCC Contribution	£21,933,910	
CCG Minimum Contribution		
NHS North Yorkshire CCG	£29,307,777	
NHS Vale of York CCG	£8,255,933	
NHS Airedale, Wharfedale and Craven CCG	£3,540,812	
NHS Morecambe Bay CCG	£460,134	
Total Minimum CCG Contribution	£41,564,656	
Additional CCG Contribution		
NHS North Yorkshire CCG	£21,665,760	COVID CCG funding for Hospital Discharge Schemes 1 & 2
NHS North Yorkshire CCG	£120,000	Mental Health Discharge co-ordinators (3)
NHS North Yorkshire CCG	£150,000	Community Transformation Programme
Additional CCG Contribution	£21,935,760	
Total BCF Pooled Budget 20/21	£85,434,326	

Highlights from the BCF submission

The overall delivery of the BCF has improved joint working across health and social care, below includes the supporting evidence submitted in the BCF return.

The BCF is now established in supporting integrated locality team working and has been essential in how the teams have worked during Covid.

Due to our ongoing commitment to integrated delivery and the COVID crisis, collaboration across health and social care has accelerated, specifically due to the requirements of the Discharge to Assess Model stipulated by National Guidance.

We have responded to the crisis as a North Yorkshire and York system so that:

- Discharge to Assess is the default for all people who require assessment if they have care needs post-acute admission.
- Community health providers and adult social care operate as a single point of contact through 5 Command Centres across North Yorkshire and York.

- Criteria to reside; Delayed Transfers of Care (DTOCs) are no longer counted; once someone no longer meets the clinical criteria to require inpatient care in an acute setting people are to be discharged as soon as possible that day (24 hours) and any further assessments will be undertaken in a community setting.
- Assessment and discharge notification processes have ceased and been replaced by Trusted Assessment as a single referral to the relevant Command Centre.
- Social Care no longer assesses a person's needs in an acute setting.
- No one is discharged to a care home without local authority involvement.
- We operate as a system 7 days a week.
- We have provided 'Designated Settings' "Settings for people leaving hospital who have tested positive for COVID -19 and are transferring into a Care Home"
- We have a collective approach to 'Home –First' delivery.

To deliver an integrated system-wide approach we are now monitoring activity and performance as one body via a new governance structure to support the work of the System Discharge Coordinators

Two key successes were observed in 2020/2021

1. Integrated Discharge Pathways - the introduction of Command Centres in Social Care and the introduction of a Trusted Assessment Form to support the discharge of patients from acute settings onto the different pathways. This has improved communication between Health and Social Care and between acute and community services. This approach has enabled the services funded through the BCF to facilitate integrated and timely discharge throughout the Covid pandemic.
2. Joint integrated meetings between Health and Social Care were established in response to the pandemic to facilitate the development and delivery of integrated discharge pathways. These included a Silver Command structure across North Yorkshire County Council, City of York Council, North Yorkshire CCG and Vale of York CCG, with underpinning joint Tactical Group and Data and Strategy Group. This integrated approach is now leading the further integration of services as part of system recovery.

Two key challenges for 2021/2022

1. Home First is the preferred approach of all partner organisations. However, fully delivering this requires strengthening the provider market for crisis response and delivery of packages of care. Currently, the system is below the level of Home First indicated by Bolton model benchmarking (c. 90% of people going home, of the recommended 95%). This includes both therapy services within the NHS, and domiciliary services procured through LAs. The care home market has been under a great deal of pressure to keep residents and staff safe, respond to Covid outbreaks, and secure PPE.
2. Achieving an integrated approach to care, particularly for frail people who are at highest risk, relies on sharing of information, advance care plans, emergency health care plans, and other information to support their care in a proactive and joined up way. Currently systems to achieve this across NY are different and a Frailty Pathway project is underway to advance this work.

2021/2022 BCF

The 2021/2022 BCF has a national uplift of 5.3%, guidance and monitoring requirements have yet to be issued regarding the BCF for 2021/2022, though it is expected that the current schemes funded will continue as per the prior year.

Date: 31st March, 2021

North Yorkshire County Council (the Council)

and

**NHS North Yorkshire Clinical Commissioning Group
(NYCCG)**

**NHS Bradford Districts and Craven Clinical
Commissioning Groups
(BD&C CCG)**

and

**NHS Vale of York Clinical Commissioning Group
(VoY CCG)**

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SCHEDULE 1 - CONTACT INFORMATION

SCHEDULE 2 - INDIVIDUAL SCHEMES

SCHEDULE 3 - GOVERNANCE

SCHEDULE 4 - FINANCIAL ARRANGMENTS, RISK SHARE AND OVERSPENDS

SCHEDULE 5 - BETTER CARE FUND PLAN

THIS AGREEMENT is made on 31st day of March, 2021

PARTIES

- (1) **North Yorkshire County Council** of County Hall, Northallerton DL7 8AD (the "**Council**")
 - (2) **NHS North Yorkshire Clinical Commissioning Group of** 1 Gimbald Crag Court, St James Business Park, Knaresborough, HG5 8QB (**NYCCG**)
 - (3) **NHS Bradford Districts and Craven Clinical Commissioning Group of Scorex House (West) 1 Bolton Road Bradford BD1 4AS (BD&C CCG)**
 - (4) **NHS Vale of York Clinical Commissioning Group** of West Offices Station Rise, York YO1 6GA (**VoY CCG**)
- (the "**CCGs**")

BACKGROUND

- (A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the county of North Yorkshire
- (B) The CCGs have the responsibility for commissioning health services pursuant to the 2006 Act in the county of North Yorkshire.
- (C) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the CCGs and the Council establish a pooled fund for this purpose.
- (D) Section 75 of the 2006 Act gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions.
- (E) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also means through which the Partners will to pool funds and align budgets as agreed between the Partners.
- (F) The aims and benefits of the Partners in entering in to this Agreement are to:
 - a) improve the quality and efficiency of the Services;
 - b) meet the National Conditions and Local Objectives
 - c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services.
- (G) The Partners are entering into this 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, to the extent that exercise of these powers is required for this Agreement.

1 DEFINED TERMS AND INTERPRETATION

- 1.1 In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the following meanings:

2018 Act means the Data Protection Act 2018.

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 24, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event

Agreement means this agreement including its Schedules and Appendices.

Annual Report means the annual report produced by the Partners in accordance with Clause 20 (Review)

Approved Expenditure means any expenditure approved by the Partners in writing or as set out in the Scheme Specification in relation to an Individual Service above any Contract Price, Permitted Expenditure or agreed Third Party Costs.

Authorised Officers means an officer of each Partner appointed to be that Partner's representative for the purpose of this Agreement.

BCF Agreement means the agreement between the Parties in respect of the Better Care Fund for the period commencing 1 April 2020

BCF Quarterly Report means the quarterly report produced by the Partners and provided to the Health and Wellbeing Board

Better Care Fund means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners.

Better Care Fund Plan means the plan agreed by the Partners for the relevant Financial Year setting out the Partners plan for the use of the Better Care Fund as attached as Schedule 5.

[Better Care Fund Requirements](#) means [any and all requirements on the CCG and Council in relation to the Better Care Fund set out in Law and guidance published by the Department of Health.](#)

CCG Statutory Duties means the Duties of the CCG pursuant to Sections 14P to 14Z2 of the 2006 Act

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the Commencement Date

Commencement Date means 00:01 hrs on 1 April 2020.

Commissioner Forum means the partnership board responsible for review of performance and oversight of this Agreement as set out in Clause 19.2 and Schedule 3 or such other arrangements for governance as the Partners agree.

Confidential Information means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this Agreement and the Services and:

- (a) which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;
- (b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or

(c) which is a trade secret.

Contract Price means any sum payable under a Services Contract as consideration for the provision of goods, equipment or services as required as part of the Services and which, for the avoidance of doubt, does not include any Default Liability.

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract to be payable by any Partner(s) as a consequence of (i) breach by any or all of the Partners of an obligation(s) in whole or in part) under a Services Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Services Contract.

Financial Contributions means the financial contributions made by each Partner to a Pooled Fund in any Financial Year.

Financial Year means each financial year running from 1 April in any year to 31 March in the following calendar year.

Force Majeure Event means one or more of the following:

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

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

Functions means the NHS Functions and the Health Related Functions

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

Host Partner means for each Pooled Fund the Partner that will host the Pooled Fund and for any Non Pooled Fund the Partner that will host the Non Pooled Fund

Health and Wellbeing Board means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012.

Indirect Losses means loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis.

Individual Scheme means one of the schemes which has been agreed by the Partners to be included within this Agreement using the powers under Section 75.

Integrated Commissioning means arrangements by which both Partners commission Services in relation to an individual Scheme on behalf of each other in exercise of both the NHS Functions and Council Functions through integrated structures.

Joint (Aligned) Commissioning means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint (aligned) commissioning arrangement does not involve the delegation of any functions pursuant to Section 75.

Law means:

- (d) any statute or proclamation or any delegated or subordinate legislation;
- (e) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- (f) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and
- (g) any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning Arrangements means the arrangements by which one Partner Commissions Services in relation to an Individual Scheme on behalf of the other Partner in exercise of both the NHS Functions and the Health Related Functions.

Lead Partner means the Partner responsible for commissioning an Individual Service under a Scheme Specification.

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

National Conditions mean the national conditions as set out in the National Guidance as are amended or replaced from time to time.

National Guidance means any and all guidance in relation to the Better Care Fund as issued from time to time by NHS England, the Department of Communities and Local Government, the Department of Health, the Local Government Association either collectively or separately.

NHS Functions means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the CCG as are relevant to the commissioning of the Services and which may be further described in each Service Schedule.

Non Pooled Fund means the budget detailing the financial contributions of the Partners which are not included in a Pooled Fund in respect of a particular Service as set out in the relevant Scheme Specification.

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 8.4.

Overspend means any expenditure from a Pooled Fund in a Financial Year which exceeds the Financial Contributions for that Financial Year.

Partner means each of the CCGs and the Council, and references to "**Partners**" shall be construed accordingly.

Partnership Board Quarterly Reports means the reports that the Pooled Fund Manager shall produce and provide to the Partnership Board on a Quarterly basis

Permitted Budget means in relation to a Service where the Council is the Provider, the budget that the Partners have set in relation to the particular Service.

Permitted Expenditure has the meaning given in Clause 7.3.

Personal Data means Personal Data as defined by the 2018 Act.

Pooled Fund means any pooled fund established and maintained by the Partners as a pooled fund in accordance with the Regulations

Pooled Fund Manager means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 10.

Provider means a provider of any Services commissioned under the arrangements set out in this Agreement including the Council where the Council is a provider of any Services.

Public Health England means the SOSH trading as Public Health England.

Quarter means each of the following periods in a Financial Year:

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

and "**Quarterly**" shall be interpreted accordingly.

Regulations means the means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617 (as amended).

Scheme Specification means a specification setting out the arrangements for an Individual Scheme agreed by the Partners to be commissioned under this Agreement.

Sensitive Personal Data means Sensitive Personal Data as defined in the 2018 Act.

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this Agreement and more specifically defined in each Scheme Specification.

Services Contract means an agreement entered into by one or more of the Partners in exercise of its obligations under this Agreement to secure the provision of the Services in accordance with the relevant Individual Scheme.

Service Users means those individual for whom the Partners have a responsibility to commission the Services.

SOSH means the Secretary of State for Health.

Third Party Costs means all such third party costs (including legal and other professional fees) in respect of each Individual Scheme as a Partner reasonably and properly incurs in the proper performance of its obligations under this Agreement and as agreed by the Commissioner Forum.

Underspend means any expenditure from the Pooled Fund in a Financial Year which is less than the aggregate value of the Financial Contributions for that Financial Year.

Working Day means 8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

- 1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any

conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.

- 1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.
- 1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.
- 1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
- 1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.
- 1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.
- 1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM OF AGREEMENT

- 2.1 This Agreement shall come into force on the Commencement Date.
- 2.2 This Agreement shall continue until it is terminated in accordance with Clause 22.
- 2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification or if not set out, for the duration of this Agreement unless terminated earlier by the Partners.
- 2.4 This Agreement supersedes the BCF 2019-20 Agreement without prejudice to the rights and liabilities of the Partners under the BCF 2019-20 Agreement.

3 GENERAL PRINCIPLES

- 3.1 Nothing in this Agreement shall affect:

the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or

any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.

3.2 The Partners agree to:

treat each other with respect and an equality of esteem;

be open with information about the performance and financial status of each; and

provide early information and notice about relevant problems.

3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme specification.

4 PARTNERSHIP FLEXIBILITIES

4.1 This Agreement sets out the mechanism through which the Partners will work together to commission services. This may include one or more of the following commissioning mechanisms:

Lead Commissioning Arrangements;

Integrated Commissioning;

Joint (Aligned) Commissioning

the establishment of one or more Pooled Funds

in relation to Individual Schemes (the "Flexibilities")

4.2 Where there is Lead Commissioning Arrangements and the CCG is Lead Partner the Council delegates to the CCG and the CCG agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.

4.3 Where there is Lead Commissioning Arrangements and the Council is Lead Partner, the CCG delegates to the Council and the Council agrees to exercise on the CCG's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.

4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Individual Schemes and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

5 FUNCTIONS

5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.

- 5.2 This Agreement shall include such Functions as shall be agreed from time to time by the Partners as are necessary to commission the Services in accordance with their obligations under this Agreement.
- 5.3 The Individual Schemes included as part of this Agreement at the Commencement Date are set out in Schedule 2.
- 5.4 The Partners shall not enter into a new Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
- 5.5 The introduction of any Individual Scheme will be subject to business case approval by the Commissioner Forum in accordance with the variation procedure set out in Clause 30 (Variations).

6 COMMISSIONING ARRANGEMENTS

General

- 6.1 The Commissioner Forum will report back to the Health and Wellbeing Board as required by its Terms of Reference.
- 6.2 The Partners shall comply with all relevant legal duties and guidance of all Partners in relation to the Services being commissioned.
- 6.3 Each Partner shall keep the other Partners and the Commissioner Forum regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.

7 ESTABLISHMENT OF A POOLED FUND

- 7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as agreed by the Partners. At the Commencement Date there shall be a single Pooled Fund in respect of this Agreement.
- 7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.3 Subject to Clause 7.4, it is agreed that the monies held in a Pooled Fund may only be expended on the following:

the Contract Price;

where the Council is to be the Provider, the Permitted Budget;

Third Party Costs where these are set out in the relevant service specification or as otherwise agreed in advance in writing by the Commissioner Forum

Approved Expenditure as set out in the relevant service specification or as otherwise agreed in advance in writing by the Commissioner Forum.

- 7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of the Commissioner Forum.
- 7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners in accordance with Clause 7.4.

- 7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for the Pooled Fund. The Host Partner shall be the Partner responsible for:
- holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
 - providing the financial administrative systems for the Pooled Fund; and
 - appointing the Pooled Fund Manager;
 - ensuring that the Pooled Fund Manager complies with its obligations under this Agreement.

8 POOLED FUND MANAGEMENT

- 8.1 When introducing a Pooled Fund, the Partners shall agree:
- which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;
 - which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.
- 8.2 The Pooled Fund Manager for each Pooled Fund shall have the following duties and responsibilities:
- the day to day operation and management of the Pooled Fund;
 - ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Individual Scheme;
 - maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
 - ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
 - reporting to the Commissioner Forum as required by this Agreement and by the Commissioner Forum;
 - ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
 - preparing and submitting to the Commissioner Forum Quarterly Reports (or more frequent reports if required by the Commissioner Forum) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Commissioner Forum to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met including (without limitation) comply with any reporting requirements as may be required by relevant National Guidance;
 - preparing and submitting reports to the Health and Wellbeing Board as may be required by it and any relevant National Guidance including (without limitation) supplying Quarterly Reports referred to in Clause 8.2.7 above to the Health and Wellbeing Board.
- 8.3 In carrying out their responsibilities as provided under Clause 8.2, the Pooled Fund Manager shall:
- have regard to National Guidance and the recommendations of the Partnership Board; and

be accountable to the Partners for delivery of those responsibilities.

- 8.4 The Commissioner Forum may agree to the viring of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes.

9 NON POOLED FUNDS

- 9.1 Any Financial Contributions agreed to be held within a Non Pooled Fund will be notionally held in a fund established solely for the purposes agreed by the Partners. For the avoidance of doubt, a Non Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.

- 9.2 When introducing a Non Pooled Fund in respect of an Individual Scheme, the Partners shall agree:

which Partner if any shall host the Non-Pooled Fund

how and when Financial Contributions shall be made to the Non-Pooled Fund.

- 9.3 The Host Partner will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund, meeting all required accounting and auditing obligations.

- 9.4 Where there are Joint (Aligned) Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:

the NHS Functions funded from a Non-Pooled Fund are carried out within the CCG Financial Contribution to the Non- Pooled Fund for the relevant Service in each Financial Year; and

the Health Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

10 FINANCIAL CONTRIBUTIONS

- 10.1 The Financial Contribution of the CCGs and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation shall be as set out in Schedule 4.

- 10.2 The Financial Contribution of the CCGs and the Council to any Pooled Fund or Non-Pooled Fund for each subsequent Financial Year of operation shall be subject to review by the Partners.

- 10.3 With the exception of Clause 13, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to a Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Commissioner Forum minutes and recorded in the budget statement as a separate item.

11 NON FINANCIAL CONTRIBUTIONS

- 11.1 Unless set out in an Individual Scheme specification or otherwise agreed by the Partners, each Partner shall provide the non-financial contributions for any Service that they are Lead Partner or as required in order to comply with its obligations under this Agreement in respect of the commissioning of a particular Service.

- 11.2 Each Individual Scheme specification shall set out non-financial contributions of each Partner including staff (including the Pooled Fund Manager), premises, IT support and

other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of Services Contracts and the Pooled Fund).

12 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

- 12.1 The Partners have agreed risk share arrangements as set out in Schedule 4, which provide for risk share arrangements arising within the commissioning of services from the Pooled Funds as set out in National Guidance.

Overspends in Pooled Fund

- 12.2 The Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall use reasonable endeavours to ensure that the expenditure is limited to Permitted Expenditure.
- 12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs PROVIDED THAT it has used reasonable endeavours to ensure that the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Commissioner Forum in accordance with Clause 12.4.
- 12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Commissioner Forum is informed as soon as reasonably possible and the provisions of Schedule 4 shall apply.

Overspends in Non Pooled Funds

- 12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an Overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Commissioner Forum.
- 12.6 Where there is a Lead Commissioning Arrangement the Lead Partner is responsible for the management of the Non-Pooled Fund. The Lead Partner shall as soon as reasonably practicable inform the other Partners and the Commissioner Forum.

Underspend

- 12.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year or where the expenditure in relation to an Individual Scheme is less than the agreed allocation to that particular Individual Scheme the Partners shall agree how the monies shall be spent, carried forward and/or returned to the Partners and the provisions of Schedule 4 shall apply. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners.

13 CAPITAL EXPENDITURE

- 13.1 Except as provided in Clause 13.2, neither Pooled Funds nor Non-Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital

budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.

- 13.2 The Partners agree that capital expenditure may be made from Pooled Funds where this is in accordance with National Guidance.

14 VAT

The Partners shall agree the treatment of each Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.

15 AUDIT AND RIGHT OF ACCESS

- 15.1 All Partners shall promote a culture of financial probity and sound financial discipline and control in relation to the arrangements set out in this Agreement.
- 15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the relevant Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.
- 15.3 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Party (including the Parties respective Standing Orders and Standing Financial Instructions).

16 LIABILITIES AND INSURANCE AND INDEMNITY

- 16.1 Subject to Clause 16.2, and 16.3, if a Partner ("First Partner") incurs a Loss arising out of or in connection with this Agreement (including a Loss arising under an Individual Scheme) as a consequence of any act or omission of another Partner ("Other Partner") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
- 16.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Partnership Board.
- 16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:

as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;

not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);

give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.

- 16.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Resolution) in respect of all potential liabilities arising from this Agreement and in the event of Losses shall seek to recover such Loss through the relevant policy of insurance (or equivalent arrangement)
- 16.5 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

Conduct of Claims

- 16.6 In respect of the indemnities given in this Clause 16:

the indemnified Partner shall give written notice to the indemnifying Partner as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;

the indemnifying Partner shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the indemnified Partner, the indemnifying Partner shall consult with the indemnified Partner about the conduct and/or settlement of such claims and proceedings and shall at all times keep the indemnified Partner informed of all material matters.

the indemnifying and indemnified Partners shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.

17 STANDARDS OF CONDUCT AND SERVICE

- 17.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective Standing Orders and Standing Financial Instructions).
- 17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.
- 17.3 The CCGs are subject to the CCG Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the CCG Statutory Duties and clinical governance obligations.
- 17.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

18 CONFLICTS OF INTEREST

- 18.1 The Partners shall comply with the policy for identifying and managing conflicts of interest as agreed by the Partners from time to time.

19 GOVERNANCE

- 19.1 Overall strategic oversight of partnership working between the Partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
- 19.2 The Partners have established a Commissioner Forum to:
- To establish a strategic commissioning approach that aligns commissioning intentions and plans across organisations to support the North Yorkshire HWB realise the ambition of the Joint Health and Wellbeing Strategy (JHWS) through effective design, development and delivery of services that meet the needs of our local populations.
- 19.3 The Commissioner Forum is based on a joint working group structure. Each member of the Commissioner Forum shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Commissioner Forum to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.
- 19.4 The terms of reference of the Commissioner Forum shall be as set out in Schedule 3, Appendix 1 as may be amended or varied by written agreed from time to time.
- 19.5 The Partners have established a Delivery Board to:
- be the delivery arm of the Health and Wellbeing Board, ensuring that priorities agreed by the Health and Wellbeing Board and set out in the Joint Health and Wellbeing Strategy are implemented.
 - make recommendations to the Commissioner Forum which inform the development of strategic commissioning plans that shape health and care services
- 19.6 The terms of reference of the Delivery Board shall be as set out in Schedule 3, Appendix 2 as may be amended or varied by written agreed from time to time.
- 19.7 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 19.8 The Health and Wellbeing Board shall be responsible for ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

20 REVIEW

- 20.1 The Partners shall produce a BCF Quarterly Report which shall be provided to the Health and Wellbeing Board in such form and setting out such information as required by National Guidance and any additional information required by the Health and Wellbeing Board or National Commissioning Board
- 20.2 Save where the Commissioner Forum agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review ("**Annual Review**") of the operation of this Agreement, any Pooled Fund and Non Pooled Fund and the provision of the Services within 6 Months of the end of each Financial Year.
- 20.3 Subject to any variations to this process required by the Commissioner Forum, Annual Reviews shall be conducted in good faith.

- 20.4 The Partners shall within 20 Working Days of the annual review prepare an Annual Report including the information as required by National Guidance and any other information required by the Health and Wellbeing Board. A copy of this report shall be provided to the Health and Wellbeing Board and Commissioner Forum.
- 20.5 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

21 COMPLAINTS

The Partners' own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services.

22 TERMINATION & DEFAULT

- 22.1 This Agreement may be terminated by any Partner giving not less than [3] Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.
- 22.2 Unless otherwise agreed, each Individual Scheme may be terminated by either Partner giving not less than 12 (twelve) Months' notice in writing or such shorter notice period agreed between the Partners provided that:
- such termination is possible in accordance with the National Guidance and Law; and
- that the Partners ensure that the statutory Better Care Fund Requirements continue to be met, and
- for the avoidance of doubt the operation of the Agreement shall continue in respect of the remaining Individual Services.
- 22.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.
- 22.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clause 23.
- 22.5 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.
- 22.6 Upon termination of this Agreement for any reason whatsoever the following shall apply:
- the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;
- where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

the Lead Partner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Partner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Partner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.

where a Service Contract held by a Lead Partner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other Partner may request that the Lead Partner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.

the Commissioner Forum shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and

Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.

- 22.7 In the event of termination in relation to an Individual Scheme the provisions of Clause 22.6 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

23 DISPUTE RESOLUTION

- 23.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.
- 23.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.
- 23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Partners' respective Chief Executives or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR (Centre for Effective Dispute Resolution) Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
- 23.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

24 FORCE MAJEURE

- 24.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partners as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.
- 24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.
- 24.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

25 CONFIDENTIALITY

- 25.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and
- the provisions of this Clause 25 shall not apply to any Confidential Information which:
- is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or
- is obtained by a third party who is lawfully authorised to disclose such information.
- 25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.
- 25.3 Each Partner:
- may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and
- will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25;
- shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

26 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

- 26.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.
- 26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

27 OMBUDSMEN

The Partners will co-operate with any investigation undertaken by the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them) in connection with this Agreement.

28 INFORMATION SHARING

The Partners will comply with the information governance protocol as agreed between the Partners from time to time

29 NOTICES

- 29.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 29.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

personally delivered, at the time of delivery;

posted, at the expiration of forty-eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and

if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

- 29.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).

- 29.3 The address for service of notices as referred to in Clause 29.1 are detailed in Schedule 1, Contact Information.

30 VARIATION

- 30.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners subject to approval by the Commissioner Forum as set out in this Clause.

30.2 Where the Partners agree that there will be:

a new Pooled Fund;

a new Individual Scheme; or

an amendment to a current Individual Scheme,

the Commissioner Forum shall agree the new or amended Individual Scheme and this must be signed by the Partners. A request to vary an Individual Scheme, which may include (without limitation) a change in the level of Financial Contributions or other matters set out in the relevant Scheme Specification may be made by any Partner but will require agreement from all of the Partners in accordance with the process set out in Clause 30.3. The notice period for any variation unless otherwise agreed by the Partners shall be 3 Months or in line with the notice period for variations within the associated Service Contract(s), whichever is the shortest.

30.3 The following approach shall, unless otherwise agreed, be followed by the Commissioner Forum:

on receipt of a request from one Partners to vary the Agreement including (without limitation) the introduction of a new Individual Scheme or amendments to an existing Individual Scheme, the Commissioner Forum will first undertake an impact assessment and identify those Service Contracts likely to be affected;

the Commissioner Forum will agree whether those Service Contracts affected by the proposed variation should continue, be varied or terminated, taking note of the Service Contract terms and conditions and ensuring that the Partners holding the Service Contract/s is not put in breach of contract; its statutory obligations or financially disadvantaged;

wherever possible agreement will be reached to reduce the level of funding in the Service Contract(s) in line with any reduction in budget; and

should this not be possible and one Partner is left financially disadvantaged as a result of holding a Service Contract for which the budget has been reduced, then the financial risk will, unless otherwise agreed, be shared equally between the Partners

31 CHANGE IN LAW

31.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

31.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

31.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 23 (Dispute Resolution) shall apply.

32 WAIVER

No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy.

33 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.

34 ASSIGNMENT AND SUB CONTRACTING

The Partners shall not sub contract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed. This shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions.

35 EXCLUSION OF PARTNERSHIP AND AGENCY

35.1 Nothing in this Agreement shall create or be deemed to create a partnership, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

35.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

act as an agent of the other;

make any representations or give any warranties to third parties on behalf of or in respect of the other; or

bind the other in any way.

36 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.

37 ENTIRE AGREEMENT

37.1 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.

37.2 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 parties.

38 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.

39 GOVERNING LAW AND JURISDICTION

- 39.1 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.
- 39.2 Subject to Clause 23 (Dispute Resolution), 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 arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

SIGNED BY: Authorised Officers of the Council and the Clinical Commissioning Groups:

Signed for the Council:

Name: Richard Flinton
Position: Chief Executive

Signed for NHS Bradford Districts and Craven Clinical Commissioning Groups:

Name: Helen Hirst
Position: Accountable Officer

Signed for NHS North Yorkshire Clinical Commissioning Group:

Name: Amanda Bloor
Position: Accountable Officer

Signed for NHS Vale of York Clinical Commissioning Group:

Name: Phil Mettham
Position: Accountable Officer

SCHEDULE 1 – CONTACT INFORMATION

NYCC Accountable Officer: Richard Flinton

Address: County Hall, Racecourse Lane, Northallerton, North
Yorkshire DL7 8AD

Email:

Contact Number:

NHS B&D C CCG Accountable Officer: Helen Hirst

Address: Scorex House (West), 1 Bolton Road, Bradford, BD1
4AS

Email:

Contact Number:

NHS NYCCG Accountable Officer: Amanda Bloor

Address: 1 Gimbald Crag Court, St James Business Park,
Knaresborough HG5 8QB

Email:

NHS VoY CCG Accountable Officer: Phil Mettham

Address: West Offices Station Rise, York YO1 6GA

Email:

Contact Number:

SCHEDULE 2 – INDIVIDUAL SCHEMES

Scheme ID	Scheme Name	Scheme Type	Commissioner	Provider	Source of Funding	Expenditure (£)
1	iBCF - Intermediate Care	Intermediate Care Services	LA	Local Authority	iBCF	£593,000
2	iBCF - Quality Improvement Team	Other	LA	Local Authority	iBCF	£260,000
3	iBCF - Centre of Excellence	Other	LA	Local Authority	iBCF	£180,000
4	iBCF - E-rostering system	Other	LA	Local Authority	iBCF	£230,000
5	iBCF - 7 day working	HICM for Managing Transfer of Care	LA	Local Authority	iBCF	£530,000
6	iBCF - enhanced home from hospital	HICM for Managing Transfer of Care	LA	Local Authority	iBCF	£150,000
7	iBCF - Mental Health DToC	HICM for Managing Transfer of Care	LA	Local Authority	iBCF	£200,000
8	iBCF - Adult Social Care	Other	LA	Local Authority	iBCF	£14,023,986
9	iBCF - Quality Monitoring	Other	LA	Local Authority	iBCF	£40,000
10	iBCF - Living Well	Prevention / Early Intervention	LA	Local Authority	iBCF	£100,000
11	iBCF - Community Catalysts	Other	LA	Local Authority	iBCF	£77,500
12	iBCF - OT attachment initiative	Housing Related Schemes	LA	Local Authority	iBCF	£167,000
13	iBCF - Digital Discharge	Enablers for Integration	LA	Local Authority	iBCF	£7,000
14	iBCF - Extended Living Well	Prevention / Early Intervention	LA	Local Authority	iBCF	£228,000
15	iBCF - HARA integration support	Integrated Care Planning and Navigation	LA	Local Authority	iBCF	£32,500
16	DFG schemes	DFG Related Schemes	LA	Private Sector	DFG	£5,114,924
17	NYCCG - Psychiatric Liaison	Community Based Schemes	CCG	NHS Mental Health Provider	Minimum CCG Contribution	£785,664
18	NYCCG - Care Home Support	Community Based Schemes	CCG	NHS Mental Health Provider	Minimum CCG Contribution	£40,014

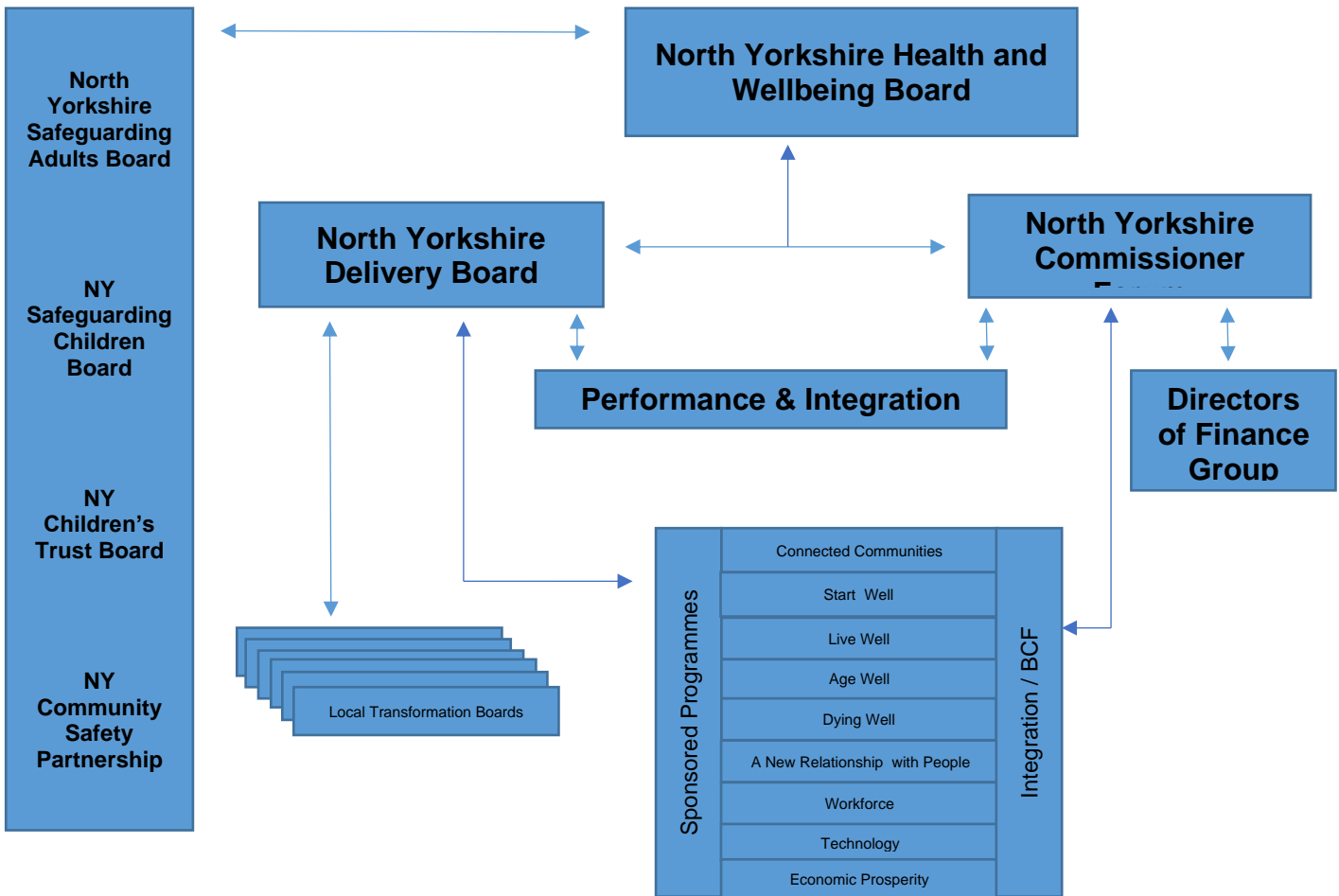
Scheme ID	Scheme Name	Scheme Type	Commissioner	Provider	Source of Funding	Expenditure (£)
19	NYCCG - Community Mental Health (IAPT)	Community Based Schemes	CCG	NHS Mental Health Provider	Minimum CCG Contribution	£695,395
20	NYCCG - Dementia Navigator	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£48,386
21	NYCCG - Acorn Centre - Day care	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£10,233
22	NYCCG - Support to Veterans (First Light Trust)	Community Based Schemes	CCG	Charity / Voluntary Sector	Minimum CCG Contribution	£10,210
23	NYCCG - Alcohol Worker	Community Based Schemes	CCG	Charity / Voluntary Sector	Minimum CCG Contribution	£57,834
24	NYCCG - Care Home Support - GPs	Community Based Schemes	CCG	Private Sector	Minimum CCG Contribution	£36,024
25	NYCCG - Primary Care Nursing Workforce - GP Frailty	Community Based Schemes	CCG	Private Sector	Minimum CCG Contribution	£437,041
26	NYCCG - Community Nursing Services	Community Based Schemes	CCG	NHS Community Provider	Minimum CCG Contribution	£11,867,351
27	NYCCG - Voluntary Sector Projects	Community Based Schemes	CCG	Charity / Voluntary Sector	Minimum CCG Contribution	£147,829
28	NYCCG - Voluntary Sector and volunteer support	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£54,557
29	NYCCG - REACT	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£4,246
30	NYCCG - Crossroads	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£17,981
31	NYCCG - Crisis call Service	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£4,907
32	NYCCG - Generic workers	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£84,870
33	NYCCG - Living Well Coordinators	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£67,500
34	NYCCG - Palliative Care Pathway	Community Based Schemes	CCG	Charity / Voluntary Sector	Minimum CCG Contribution	£576,898
35	NYCCG - Step Up/Step Down	Intermediate Care Services	CCG	Private Sector	Minimum CCG Contribution	£341,497

Scheme ID	Scheme Name	Scheme Type	Commissioner	Provider	Source of Funding	Expenditure (£)
36	NYCCG - Community Transport	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£38,687
37	NYCCG - Advocacy	Community Based Schemes	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£61,281
38	NYCCG - Wheelchairs	Community Based Schemes	CCG	Private Sector	Minimum CCG Contribution	£913,554
39	NYCCG - Equipment	Community Based Schemes	CCG	Local Authority	Minimum CCG Contribution	£2,202,107
40	NYCCG - Carers	Carers Services	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£15,385
41	NYCCG - Carers	Carers Services	LA	Local Authority	Minimum CCG Contribution	£187,716
42	NYCCG - Protection of Social Care	Community Based Schemes	LA	Local Authority	Minimum CCG Contribution	£10,600,610
43	VOY - Hospice at Home (extended hours)	Home Care or Domiciliary Care	CCG	Charity / Voluntary Sector	Minimum CCG Contribution	£170,000
44	VOY - Selby Care Hub	Intermediate Care Services	CCG	NHS Community Provider	Minimum CCG Contribution	£973,915
45	VOY - Street Triage service (part fund with CYC)	Intermediate Care Services	CCG	NHS Mental Health Provider	Minimum CCG Contribution	£156,516
46	VOY - Urgent Care Practitioners	Intermediate Care Services	CCG	NHS Acute Provider	Minimum CCG Contribution	£266,443
47	VOY - s256 care home support	Home Care or Domiciliary Care	LA	Private Sector	Minimum CCG Contribution	£9,656
48	VOY - s256 carers support	Carers Services	LA	Charity / Voluntary Sector	Minimum CCG Contribution	£46,242
49	VOY - CCG Out of Hospital commission services (Incl. Specialist Nursing, Integrated Community Teams, Community Therapies and Community Equipment and Wheelchair Services)	Community Based Schemes	CCG	NHS Community Provider	Minimum CCG Contribution	£3,443,400
50	NYCC - Social care protection	Home Care or Domiciliary Care	LA	Local Authority	Minimum CCG Contribution	£3,189,761

Scheme ID	Scheme Name	Scheme Type	Commissioner	Provider	Source of Funding	Expenditure (£)
51	Community Equipment	Assistive Technologies and Equipment	CCG	Local Authority	Minimum CCG Contribution	£194,320
52	Re-ablement Services	Community Based Schemes	CCG	NHS Community Provider	Minimum CCG Contribution	£161,000
53	Collaborative Care Team	Community Based Schemes	CCG	NHS Community Provider	Minimum CCG Contribution	£533,500
54	Intermediate Care Beds	Intermediate Care Services	CCG	NHS Community Provider	Minimum CCG Contribution	£357,562
55	Carers Support	Carers Services	CCG	Charity / Voluntary Sector	Minimum CCG Contribution	£45,000
56	Carers Support	Carers Services	CCG	Local Authority	Minimum CCG Contribution	£19,107
57	Intermediate Care Beds	Intermediate Care Services	CCG	Private Sector	Minimum CCG Contribution	£105,000
58	Local schemes	Community Based Schemes	CCG	NHS Community Provider	Minimum CCG Contribution	£566,811
59	Local schemes	Community Based Schemes	CCG	Local Authority	Minimum CCG Contribution	£31,576
60	Local schemes	Community Based Schemes	CCG	Private Sector	Minimum CCG Contribution	£238,278
61	Protection of Social Care	Intermediate Care Services	LA	Local Authority	Minimum CCG Contribution	£1,214,592
62	Other Equipment and technologies	Assistive Technologies and Equipment	CCG	Local Authority	Minimum CCG Contribution	£21,285
63	Local schemes	Community Based Schemes	CCG	Private Sector	Minimum CCG Contribution	£52,781
64	Local Schemes	Community Based Schemes	CCG	NHS Community Provider	Minimum CCG Contribution	£460,134
65	NYCCG - COVID Funding	Other	CCG	Local Authority	Additional CCG Contribution	£21,665,760
66	NYCCG - Mental Health Discharge co-ordinators (3)	Other	CCG	Local Authority	Additional CCG Contribution	£120,000
67	NYCCG - Community Transformation Programme	Community Based Schemes	CCG	Local Authority	Additional CCG Contribution	£150,000

SCHEDULE 3 - GOVERNANCE

1 Governance Structure



2 Commissioner Forum

2.1 The membership of the Commissioner Forum will be as follows:

2.1.1 CCGs:

- Chief Officer – North Yorkshire CCG
- Chief Officer – Airedale, Wharfedale and Craven CCG
- Chief Officer – Vale of York CCG

or a deputy to be notified to the other members in advance of any meeting;

2.1.2 the Council:

- Corporate Director of Health and Adult Services
- Corporate Director of Children and Young People’s Service
- Director of Public Health

- Assistant Director, Commissioning
- Assistant Director, Health and Integration
- Head of Integration

or a deputy to be notified in writing to Chair in advance of any meeting;

2.1.3 Other Members:

- Director of Commissioning Operations - NHS England

2.2 The Terms of Reference for the Commissioner Forum are set out in Appendix 1 of this Schedule

3 Delivery Board

3.1 The membership of the Delivery Board will be as follows:

3.1.1 CCGs:

- Accountable Officer – North Yorkshire CCG
- Accountable Officer – Airedale, Wharfedale and Craven CCG
- Accountable Officer – Vale of York CCG

or a deputy to be notified to the other members in advance of any meeting;

3.1.2 NHS Providers:

- Chief Executive, York Teaching Hospital NHS Foundation Trust
- Chief Executive, Tees, Esk and Wear Valleys NHS Foundation Trust
- Chief Executive, Harrogate & District NHS Foundation Trust -
- Chief Executive Airedale NHS Foundation Trust - Chief Executive
- Chief Executive South Tees Hospitals NHS Trust - Chief Executive
- Director of Community Services - York Teaching Hospital NHS Foundation Trust –

or a deputy to be notified in writing to Chair in advance of any meeting;

3.1.3 the Council:

- Corporate Director of Health and Adult Services
- Corporate Director of Children and Young People's Service
- Director of Public Health
- Assistant Director, Commissioning
- Assistant Director, Health and Integration
- Assistant Director, Care and Support

- Head of Integration
- Chief Executive - Selby District Council

or a deputy to be notified in writing to Chair in advance of any meeting;

3.1.4 Other Members:

- Delivery Manager - North Yorkshire Healthwatch
- Chief Executive - Dementia Forward
- Chief Executive Officer - Independent Care Group - Chief Executive Officer
- Director of Commissioning Operations, NHS England
- Head of Assurance and Delivery - NHS England North (Yorkshire & The Humber
- Head of Commissioning and Partnerships - North Yorkshire Police & Crime Commissioner's Office
- Interim Deputy Chief Clinical Officer - Vale of York CCG

or a deputy to be notified in writing to Chair in advance of any meeting

3.2 The Terms of Reference for the Delivery Board are set out in Appendix 2 of this Schedule



NORTH YORKSHIRE COMMISSIONER FORUM

TERMS OF REFERENCE

Purpose of the Commissioner Forum (CF)

To establish a strategic commissioning approach that aligns commissioning intentions and plans across organisations to support the North Yorkshire HWB realise the ambition of the JHWS through effective design, development and delivery of services that meet the needs of our local populations.

The CF will collect, interpret and share performance information to enable the HWB and the public to see how well we are delivering services and where improvements need to be made. This will include approval for the work of the Chief Finance Officers group developing a Better Care Fund dashboard and approval of the Section 75 Agreement including the risk share agreement.

The CF will be responsible for agreeing and approval of the investment of the Better Care Fund Performance Fund.

The CF will explore opportunities for further integration and joint commissioning including emerging models in other health and care economies that will support transformation of health and social care systems, local and County.

The CF will work closely with the North Yorkshire Delivery Board and to oversee implementation of key projects and ensure a continued focus on HWB priorities as set out in the refreshed JHWS.

The CF will maintain an effective dialogue with the Provider Forum to ensure that market intelligence informs strategic commissioning decisions.

The CF will support work being developed and led by local Transformation Boards, through a collective approach which can share evidence, intelligence, good practice, and progress to build a sustainable health and social care economy that has people who use services at the centre of design.

Membership, frequency and quoracy

The CF will meet as a minimum bi-monthly with locations to be varied to support subject to office availability.

Membership of the commissioner forum to include five CCG Chief Officers or Chief Operating Officers, Corporate Director Children's Services and Corporate Director Health and Adult Services and the NHSE Locality Director Yorkshire and the Humber. Other senior officers to attend as required.

Meetings will be considered quorate if at least 3 CCG Chief Officers or their nominated deputy is present and at least 1 officer from North Yorkshire County Council or their nominated deputy.

Chair arrangements

The Chair of the CF to be a CCG Chief Officer or a NYCC Corporate Director. The Chair position to be held for a period of 12 months and then rotate by decision of the forum members.

Sponsorship

The Commissioner Forum is sponsored by the NY Health and Wellbeing Board and will report to the NYHWP on key issues that align with priorities set out in the refreshed Joint Health and Wellbeing Strategy. The CF will receive work from NYHWP, influence NYHWP agendas and make recommendations to NYHWP.

Members of the CF will agree lead sponsor roles for key projects with members of the North Yorkshire Delivery Board.

The CF will work closely with the Provider Forum and the North Yorkshire Delivery Board to ensure continuity in delivering priorities agreed by the NY HWP and set out in the JHWS.

NORTH YORKSHIRE DELIVERY BOARD

TERMS OF REFERENCE

Purpose of the Board

To be the delivery arm of the North Yorkshire Health and Wellbeing Board (NYHWB), ensuring that priorities agreed by the NYHWB and set out in the Joint Health and Wellbeing Strategy (JHWS) are implemented.

To make recommendations to the Commissioner Forum which inform the development of strategic commissioning plans that shape health and care services.

To work with, and share intelligence with, the Commissioner and Provider forums of the NYHWB to ensure that our collective ambition is informed by a shared understanding of progress and challenges delivering transformational change of health and social care outcomes in North Yorkshire.

To lead the implementation of the Better Care Fund and the development of a performance framework that supports the further integration of health and social care and provides analysis and trend data of BCF schemes.

To lead the development of a Health and Wellbeing dashboard that measures progress against priorities identified in the JHWS.

To provide assurance to the NYHWB that key implementation risks related to the BCF and other priorities identified within the JHWS are understood and mitigation plans are in place

To establish a range of cross system task and finish groups that can provide short term capacity and shared expertise to develop strategies or enable implementation of local and county wide plans.

To commission regular reports from Local Transformation Boards which demonstrate progress, provide assurance and provide an opportunity to share good practice with each other and the NYHWB.

To provide a means of resolving issues raised by the local transformation boards from across the health and care system, as part of an escalation process.

Membership and frequency

Membership will comprise nominated senior representation from NHS commissioners and providers, NYCC (HAS, CYPS and Public Health) commissioners and providers, the Independent Care Group, District Councils, VCS and Police.

The NYDB to meet quarterly with a NHS Chief Officer to Chair on a rotating annual basis. Local Government Chief Officer to Vice Chair. To note this reflects the current Chair arrangements for HWB where The Chairman is the NYCC Executive Member for Health and Adult Services and the Vice Chair is a NHS Chief Officer.

Sponsorship

The North Yorkshire Delivery Board is sponsored by the NY Health and Wellbeing Board and will report to the NYHWP on progress, developing strategies and implementing plans that align with priorities set out in the refreshed Joint health and Wellbeing Strategy. The NYDB will receive work from NYHWP, influence NYHWP agendas and make recommendations to NYHWP.

Members of the NYDB to be identified as lead sponsors of work programme outlined with responsibility for reporting progress to the NYDB and the NYHWP.

The NYDB will have a key relationship with the Commissioner Forum so that system wide intelligence is available to inform strategic commissioning decisions.

Frequency of meetings

To meet quarterly and review frequency in October 2021 to ensure the frequency of meetings provides sufficient capacity to manage NYHWP business.

SCHEDULE 4 – FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS

1. Financial Contributions

Disabled Facilities Grant (DFG)	Gross Contribution
North Yorkshire	£5,114,924
DFG breakdown for two-tier areas only (where applicable)	
Craven	£631,795
Hambleton	£541,382
Harrogate	£825,711
Richmondshire	£308,908
Ryedale	£662,419
Scarborough	£1,641,382
Selby	£503,327
Total Minimum LA Contribution (exc iBCF)	£5,114,924

iBCF Contribution	Contribution
North Yorkshire	£16,818,986
Total iBCF Contribution	£16,818,986

CCG Minimum Contribution	Contribution
NHS North Yorkshire CCG	£29,307,777
NHS Vale of York CCG	£8,255,933
Bradford Districts and Craven CCGs	£3,540,812
NHS Morecambe Bay CCG	£460,134
Total Minimum CCG Contribution	£41,564,656

Additional CCG Contribution	Contribution
NHS North Yorkshire CCG	£21,665,760
(COVID CCG funding for Schemes 1 & 2)	
NHS North Yorkshire CCG	£120,000
Mental Health Discharge co-ordinators (3)	
NHS North Yorkshire CCG	£150,000
Community Transformation Programme	
Total Additional CCG Contribution	£21,935,760

	2020-21
Total BCF Pooled Budget	£85,434,326

2. Context

- 2.1 The Better Care Fund (BCF) represents only a proportion of the local care economy. Risks associated with the BCF should not lead to pressures on individual organisational budgets outside the scope of the BCF. The risk share agreement deals only in regard to the pool arising from the payment for performance element of the BCF.
- 2.2 BCF operates on the principles of affordability and equity to ensure a sustainable and resilient care economy.
- 2.3 Partners will be involved in the development of organisational plans including and beyond the elements contained within the BCF. Changes to service, including investment and decommissioning will be based on the principle of agreed positive net impact across organisations.
- 2.4 Plans will be developed on a locality basis, managed and agreed at the Local Transformation Board. These must be aligned with the overall North Yorkshire Joint Health and Wellbeing Strategy and be reflective of the identified needs described within the Joint Strategic Needs Assessment. Local Transformation Boards will have Terms of Reference that reflect this requirement.
- 2.5 Plans and budgetary provisions/contingencies in each area are agreed by all partners at the beginning of the financial year.
- 2.6 Decisions are based on the medium to long term impact not short term wins.

3. Governance & Risk

- 3.1 Responsibility for the management of the BCF individual schemes and activity is with the Local Transformation Boards, each accountable to the North Yorkshire Delivery Board where issues and disputes will be resolved. The North Yorkshire Health and Wellbeing Board is the local accountable body for all aspects of the BCF Plan.
- 3.2 Responsibility for the management of the BCF pooled budget is split between the CCGs and the Local Authority by mutual agreement, with the Local Authority hosting the fund as described in this Agreement.
- 3.3 Overall financial management continues to be the responsibility of individual partners (the statutory body) and cannot be abdicated to the BCF. Parties to the BCF remain responsible and accountable for delivery of their own financial performance.
- 3.4 Each party to the BCF remains responsible for their contracted expenditure and contribution to the pooled budget.
- 3.5 Financial risks, mitigation plans and contingencies are developed by the responsible organisation in conjunction with BCF partners.
- 3.6 There will be flexibility to add to the arrangement subject to agreement by all parties and by approval of the Health and Well Being Board.

4. Financial Risk

- 4.1 Financial governance on each element of the BCF scheme is the responsibility of the authorising organisation.
- 4.2 Save for the specific handling of risks, costs and performance related payments of the Payment for Performance process, financial overspends will not be funded through the BCF and will remain the responsibility of the Lead Partner, unless otherwise agreed by all parties. Financial underspends will be carried forward to the next financial year, unless otherwise agreed by all parties.
- 4.3 Partners to the pooled budget will need to identify risks associated with delivery of the budget and achievement of savings/efficiencies and ensure appropriate mitigation and contingency are defined.
- 4.4 Financial risks will be considered as part of the overall risk management process and documented within a shared Risk Register.
- 4.5 Accounting arrangements will follow those incumbent on the host and appropriate accounting standards will apply.

SCHEDULE 5 – BETTER CARE FUND PLAN

Better Care Fund 2020-21 template
Income and Expenditure Calculator



NYCCG
BCF_202021_Income