

Memorandum of Understanding
for the
**Collaborative Commissioning of Integrated Urgent
and Emergency Care Services**

Between
Clinical Commissioning Groups
Across
Yorkshire and the Humber

11th September 2019

This agreement is dated the 11th day of September 2019

between

The Clinical Commissioning Groups listed in Schedule 5, each a "**Party**" and together the "**Parties**".

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1. Introduction and background

- 1.1. The Clinical Commissioning Groups (CCGs) across Yorkshire and the Humber (Y&H) share a vision to deliver the best possible care and outcomes for their local populations. This Memorandum of Understanding sets out how the CCGs will work together to commission integrated urgent and emergency care services.
- 1.2. The CCGs have worked together over a number of years to plan, procure and manage the performance of integrated urgent and emergency care services. The establishment of Integrated Care Systems/Sustainability and Transformation Partnerships (ICS/STPs) has changed the architecture that supports this collaborative working.
- 1.3. The Parties have agreed to develop this revised Memorandum of Understanding to clarify collaborative decision making and strengthen joint working arrangements. The Parties have agreed that they will use the governance arrangements in their respective ICS/STP to agree an ICS/STP level position on all relevant decisions. The Y&H Joint Strategic Partnership Board (JSPB) will act as the forum for bringing together ICS/STP positions into a collaborative decision across Yorkshire and Humber. This Agreement also underpins the wider governance arrangements that have been established across Y&H and which are set out at Schedule 3.3.
- 1.4. This Agreement shall commence on the date of signature of the Parties and will be reviewed annually.

2. The services

- 2.1. This Agreement sets out a framework for collaborative decision-making for commissioning Integrated Urgent and Emergency Care Services. Not all of the Parties commission all of these services collaboratively in Yorkshire and Humber. The Parties, and which services they commission collaboratively, are set out in Schedule 5.
- 2.2. NHS Greater Huddersfield CCG, on behalf of those Parties indicated in Schedule 5, is a signatory to a single contract with Yorkshire Ambulance Service NHS Trust for the provision of Integrated Urgent Care (IUC) services in each Party's area
- 2.3. NHS Wakefield CCG, on behalf of those Parties indicated in Schedule 5, is a signatory to a single contract with Yorkshire Ambulance Service NHS Trust for the provision of 999 services in each Party's area.
- 2.4. For the avoidance of doubt, this Agreement covers only those services that are commissioned jointly. It excludes all services that are commissioned locally by the Parties.

3. Objectives

- 3.1. The overarching objective of this Agreement is to enable the collaborative commission of Integrated Urgent and Emergency Care Services which meet the health needs of the people of Yorkshire and Humber, in accordance with local and ICS/STP plans.

- 3.2. This collaborative approach will enable the Parties to take a strategic view of issues affecting local populations, ensuring a clear focus on health outcomes. It will enable the integration of other health and social care services to achieve the outcomes set out in relevant ICS/STP strategic system plans, and/or Urgent and Emergency Care Network (UECN) delivery plans.
- 3.3. It will enable the delivery of the national Integrated Urgent Care and urgent and emergency ambulance specifications and ensure that services meet all relevant national standards and guidance and that:
 - services provide the best possible performance and quality
 - services are cost effective and provide best value for money
 - patients, service users, their carers and families have been appropriately engaged

4. Decision-making and resolving disagreements

- 4.1. The Parties agree that there are two different levels of decision-making covered by this agreement and set out in Schedule 4 - CCG decisions made in collaboration and Lead Contractor decisions. Decisions on matters which relate only to one Party are reserved to that Party.

CCG decisions made in collaboration

- 4.2. The Parties agree to establish ICS/STPs as the forums for establishing a collective view. They agree that they will use the governance and decision-making arrangements in their respective ICS/STP to agree an ICS/STP level position on the collaborative decisions set out in Schedule 4. The Y&H Joint Strategic Partnership Board will act as the forum for bringing together these ICS/STP positions. The terms of reference of the JSPB are set out in Schedule 3.
- 4.3. The agreed decision making process is as follows:
 - Each ICS/STP will agree a collective ICS/STP level view, using the decision making mechanisms of that ICS/STP (for example, a Joint Committee of CCGs)
 - The views of each ICS/STP will be brought together at Yorkshire and Humber level for consideration by the JSPB.
 - For a collaborative decision to be agreed across Yorkshire and Humber, unanimity will be required across all ICS/STP areas. (For the avoidance of doubt, this means that each ICS/STP has an equal veto on any proposal)
 - Where the JSPB is unable to agree a collaborative position across Yorkshire Humber, the dispute resolution set out in Clauses 4.9-4.11 will be applied.

- 4.4. The Parties agree that this approach is compatible with, but does not require, formal delegation by the Parties of their commissioning responsibilities to an ICS/STP forum. The Parties acknowledge that in the absence of formal delegation, decisions remain reserved to each CCG, but agree that they will make every endeavour to agree a common position through their ICS/STP governance arrangements.
- 4.5. The Parties agree that, over time, and where not already in place, they will move towards formal delegation to an ICS/STP forum.
- 4.6. The Parties agree that this approach relies on a shared commitment to collaborative working and that they will work in accordance with the roles and responsibilities set out in Section 5 and the principles and behaviours set out in Section 6. The Parties agree that the dispute resolution procedure at Clauses 4.9-4.11 will be applied if collaborative agreement cannot be reached.

Lead Contractor Decisions

- 4.7. Each Party agrees to ensure that the matters set out as Lead Contractor Decisions in Schedule 4 are delegated effectively and lawfully to the Lead Contractor. The Parties acknowledge that the Lead Contractor is able to:
 - make Lead Contractor Decisions and such decisions will bind all of the Parties;
 - take appropriate action under the Commissioning Contract in relation to Lead Contractor Decisions without reference to the Parties or the Lead Officers
- 4.8. The Lead Contractor shall chair meetings of the Contract Management Board (CMB), through which the Provider shall be held to account, for example by developing improvement plans with providers, including hospital trusts, integrated care organisations and primary care networks via the appropriate ICS/STP representative. The CMB shall not have any authority in and of itself to make decisions which bind the Parties, it is a forum in which:
 - Lead Contractor Decisions may be made and/or implemented by the Lead Contractor; and
 - CCG Decisions made in collaboration may be implemented by the Lead Contractor.

The Terms of Reference of the CMB are attached at Schedule 3.2.

Dispute resolution

- 4.9. Where any dispute arises between the Parties (including the Lead Contractor) the Parties must use their best endeavours to resolve that dispute informally.
- 4.10. If any dispute is not resolved under Clause 4.9, any Party in dispute may refer the dispute to the Chief Officers of the relevant Parties, who will co-operate to recommend a resolution to the dispute within ten (10) Working Days of the referral.

4.11. Where any dispute is not resolved under Clauses 4.9 or 4.10, any Party in dispute may refer the matter for mediation arranged by an independent third party and any agreement reached through mediation must be set out in writing and signed by the Parties in dispute.

5. Roles and responsibilities

5.1. Each Party will:

- participate in discussions at meetings of the ICS/STP of which they are a member;
- agree with other members of the relevant ICS/STP two representatives ("**Lead Officers**", as set out at Schedule 2), ideally one clinical and one managerial, to represent the ICS/STP at meetings of the JSPB;
- ensure the relevant Lead Officers have considered all documentation and are fully prepared to discuss matters at meetings of the JSPB;
- make all reasonable efforts to require their Lead Officers to inform the other Lead Officers in advance if a relevant Lead Officer is unable to attend meetings of the JSPB;
- ensure its Lead Officers engage with all other Lead Officers and attendees, if relevant, in matters related to this Agreement;
- communicate openly and in a timely manner about concerns, issues or opportunities relating to this Agreement; and
- respond promptly to all requests for, and promptly offer, information or proposals relevant to the operation of the Collaboration.

The Lead Contractor

5.2. The Lead Contractor, on behalf of the Parties, will focus on transactional and contract management matters in relation to the Commissioning Contract. In line with Schedule 4 (Scheme of Delegation), the Lead Contractor, will manage and maintain the Commissioning Contract. It will monitor quality, activity and finance so as to obtain best performance, quality and value from the Services on behalf of the Parties. The Lead Contractor will act reasonably in undertaking its role and will have regard to guidance from the JSPB in exercising its delegated authority.

5.3. The Lead Contractor shall chair the Contract Management Board, which shall be the primary mechanism through which the Lead Contractor will hold the Provider to account on behalf of the Parties and enact Lead Contractor Decisions and CCG Decisions made in collaboration.

6. How the parties will work together

Principles

- 6.1. The Parties have agreed a set of principles and behaviours that shape how they will work in collaboration. They will:
- act in the best interests of patients and the public;
 - work toward a reduction in health inequality and improvement in health and well-being;
 - focus on quality;
 - seek best value for money, productivity and effectiveness;
 - act in good faith and behave in a positive, proactive and inclusive manner;
 - learn from best practice and seek to develop as a collaborative to achieve the full potential of the relationship;
 - share information and resources and work collaboratively to identify solutions, eliminate duplication, mitigate risk and reduce cost; and
 - promote innovation and develop towards a level of commissioning that is equal to best international practice.

Ways of working

- 6.2. The Parties agree to adopt ways of working that support this collaborative approach. They will account to the other Parties for the performance of their respective roles and responsibilities set out in Clause 5.1. In particular they will;
- feed back in a timely way on all relevant ICS/STP level discussions and require their respective ICS/STP leads to respond in a timely way to draft Yorkshire and Humber-level documents and proposals.
 - highlight at an early stage any issues where they envisage difficulties in agreeing a common position across Yorkshire and Humber and, where appropriate, propose an alternative approach.
- 6.3. To support this way of working, proposals and documents presented to the Parties and their respective ICS/STP leads for comment and response shall be concise and indicate clearly the action required and timescales for response.

7. Collaborative costs and resources

- 7.1. The Parties agree to make payments due in accordance with the provisions of the Commissioning Contract/s.
- 7.2. Parties to the 999 Commissioning Contract will set aside £22,000 per year to reimburse costs incurred by the Lead Contractor as set out at 7.3 below. Parties which are not parties to the 999 Commissioning Contract each agree to set aside £11,000 per year to reimburse costs incurred by the Lead Contractor as set out at 7.3. below.

- 7.3. The Lead Contractor will agree and pay the following costs in respect of the Collaborative:
- audit fees;
 - legal fees;
 - fees for consultancy fees including expenses;
 - booking of facilities for meetings of the JSPB; and
 - fees relating to initiatives and contributions to support the National Ambulance Commissioners Network.
- 7.4. The Lead Contractor shall pay such costs incurred as set out in Clause 7.3 and recharge each Party its share of the costs proportionately according to the relevant Party's CCG population as a proportion of the total population of all of the CCGs combined.
- 7.5. Staff costs associated with the management of the Commissioning Contract will be managed separately to the costs set out in Clause 7.3. Each Party agrees to pay their share of the costs proportionately according to the Party's CCG population as a proportion of the total population of all of the CCGs.
- 7.6. The Parties shall ensure prompt payment of their share of such costs set out in this Clause 7.1 to the Lead Contractor and in any event shall pay such shares within 30 days of receipt of a claim for payment from the Lead Contractor.

8. Charges and liabilities

- 8.1. Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement. Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions

9. Variations, joining the collaborative and termination

- 9.1. This Agreement, including the Schedules, may only be varied by written agreement of all the Parties
- 9.2. The Parties may agree to include additional CCGs as Parties. In such cases, the Parties will cooperate to enter into the necessary documentation and revisions to this Agreement if required.
- 9.3. Where a Party terminates its participation in the Commissioning Contract/s, that Party's participation in this Agreement shall automatically terminate on the same date. Any Party may terminate its participation in this Agreement by giving the other Parties notice in writing.
- 9.4. In the event that this Agreement expires, is terminated (whether in full or in part) or a Party leaves the Collaborative (the "Exiting Party"), the Parties agree to cooperate to ensure an orderly wind down of their joint activities as set out in this Agreement.

9.5. The Parties shall at all times act in such a manner as not to adversely affect the delivery of the Services.

10. Confidential Information and data protection

10.1. Except as required by law, each Party agrees at all times to keep confidential any and all information, data and material which that Party may receive or obtain in connection with the operation of this Agreement.

10.2. The Parties agree to provide or make available to each other sufficient information concerning their own operations and actions to enable the efficient operation of the Collaborative

10.3. The Parties acknowledge their respective duties under the Data Protection Act (DPA) and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties. The Parties shall ensure that Personal Data is safeguarded at all times in accordance with the DPA and other relevant data protection legislation.

11. Freedom of information

11.1. Each Party acknowledges that the other Parties are subject to the requirements of the Freedom of Information Act and each Party shall assist and co-operate with the others (at their own expense) to enable the other Parties to comply with their information disclosure obligations.

12. Status

12.1. The Parties acknowledge that they are all health service bodies for the purposes of section 9 of the NHS Act 2006. Accordingly, this Agreement shall be treated as an NHS Contract and shall not be legally enforceable.

12.2. Nothing in this Agreement shall create or be deemed to create a legal partnership under the Partnership Act 1890 or the relationship of employer and employee between the Parties or render any Party directly liable to any third party for the debts, liabilities or obligations of any other Party.

13. Signatures

13.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same document.

13.2. The expression "counterpart" shall include any executed copy of this Agreement transmitted by fax or scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment.

13.3. No counterpart shall be effective until each Party has executed at least one counterpart.

This Agreement is effective on the date stated at the beginning of it.

IN WITNESS OF WHICH the Parties have signed this Agreement on the date shown below

HUMBER COAST AND VALE

**NHS EAST RIDING OF YORKSHIRE
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS HULL
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS NORTH EAST LINCOLNSHIRE
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS NORTH LINCOLNSHIRE
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS SCARBOROUGH AND RYEDALE
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS VALE OF YORK
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

SOUTH YORKSHIRE AND BASSETLAW

NHS BARNSELY

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS BASSETLAW

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS DONCASTER

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS ROTHERHAM

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS SHEFFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

WEST YORKSHIRE AND HARROGATE

NHS AIREDALE, WHARFEDAILE AND

CRAVEN CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS BRADFORD CITY

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

**NHS BRADFORD DISTRICTS
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS CALDERDALE
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS GREATER HUDDERSFIELD
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS HARROGATE AND RURAL DISTRICT
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS HAMBLETON, RICHMONDSHIRE AND
WHITBY CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS LEEDS
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS NORTH KIRKLEES
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

**NHS WAKEFIELD
CLINICAL COMMISSIONING GROUP**

Authorised Officer **Date**

Schedule 1 Definitions

“Agreement”	This agreement between the Parties, comprising the Memorandum of Understanding together with all Schedules.
“CCG decisions made in collaboration”	Has the meaning set out in Schedule 4.
“CMB”	The Yorkshire and Humber Contract Management Board, the role and Terms of Reference for which are set out in Schedule 3.2.
“Commissioning contract/s”	<p>The contract between NHS Greater Huddersfield CCG and the Parties indicated in Schedule 5 for the provision of Integrated Care Services in each Party’s area.</p> <p>The contract between NHS Wakefield CCG and the Parties indicated in Schedule 5 for the provision of 999 services in each Party’s area.</p>
“Dispute resolution”	Has the meaning set out in Clauses 4.9-4.11
“ICS/STP”	<p>The health and care partnerships in:</p> <ul style="list-style-type: none">• Humber, Coast and Vale• South Yorkshire and Bassetlaw• West Yorkshire and Harrogate.
“JSPB”	The Yorkshire and Humber Joint Strategic Partnership Board, the role and Terms of Reference for which are set out in Schedule 3.1.
“Lead Contractor/s”	<p>NHS Greater Huddersfield CCG for the provision of Integrated Care Services.</p> <p>NHS Wakefield CCG for the provision of 999 services.</p>
“Lead Contractor decisions”	Has the meaning set out in Schedule 4.
“Lead Officer”	The 2 representatives who represent their respective ICS/STP at meetings of the JSPB, as set out at Schedule 2.
“Provider”	Yorkshire Ambulance Service NHS Trust

Schedule 2

Lead Officers for ICS/STP sub-regional footprints

1. Parties

The table below sets out the ICS/STPs, the managerial and clinical Lead Officers for each ICS/STP and the Parties that are included in each ICS/STP and are represented by the Lead Officers:

ICS/STP	Contact details of Lead Officers	Party
Humber Coast and Vale	<p>Clinical lead Andrew Phillips Email: andrew.phillips4@nhs.net</p> <p>Managerial lead Richard Dodson Email: richard.dodson@nhs.net</p>	<p>NHS East Riding of Yorkshire Clinical Commissioning Group ("East Riding of Yorkshire CCG")</p> <p>NHS Hull Clinical Commissioning Group ("Hull CCG")</p> <p>NHS North East Lincolnshire Clinical Commissioning Group ("North East Lincolnshire CCG")</p> <p>NHS North Lincolnshire Clinical Commissioning Group ("North Lincolnshire CCG")</p> <p>NHS Scarborough and Ryedale Clinical Commissioning Group ("Scarborough and Ryedale CCG")</p> <p>NHS Vale of York Clinical Commissioning Group ("Vale of York CCG")</p>
South Yorkshire and Bassetlaw	<p>Clinical lead Email:</p> <p>Managerial lead Email:</p>	<p>NHS Barnsley Clinical Commissioning Group ("Barnsley CCG")</p> <p>NHS Bassetlaw Clinical Commissioning Group ("Bassetlaw CCG")</p> <p>NHS Doncaster Clinical Commissioning Group ("Doncaster CCG")</p> <p>NHS Rotherham Clinical Commissioning Group ("Rotherham CCG")</p> <p>NHS Sheffield Clinical Commissioning Group ("Sheffield CCG")</p>

<p>West Yorkshire and Harrogate</p>	<p>Clinical lead</p> <p>Adam Sheppard</p> <p>Email: Adam.Sheppard@wakefieldccg.nhs.uk</p> <p>Managerial lead</p> <p>Email:</p>	<p>NHS Airedale, Wharfedale and Craven Clinical Commissioning Group ("Airedale, Wharfedale and Craven CCG")</p> <p>NHS Bradford City Clinical Commissioning Group ("Bradford City CCG")</p> <p>NHS Bradford Districts Clinical Commissioning Group ("Bradford Districts CCG")</p> <p>NHS Calderdale Clinical Commissioning Group ("Calderdale CCG")</p> <p>NHS Greater Huddersfield Clinical Commissioning Group ("Greater Huddersfield CCG")</p> <p>NHS Harrogate and Rural District Clinical Commissioning Group ("Harrogate and Rural District CCG")</p> <p>NHS Leeds Clinical Commissioning Group ("Leeds CCG")</p> <p>NHS North Kirklees Clinical Commissioning Group ("North Kirklees CCG")</p> <p>NHS Wakefield Clinical Commissioning Group ("Wakefield CCG")</p> <p>For IUC/999 decision-making only:</p> <p>NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group ("Hambleton, Richmondshire and Whitby CCG")</p>
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Schedule 3.1
Yorkshire and Humber Clinical Commissioning Groups/ICS/STP

Yorkshire and Humber Joint Strategic Partnership Board

Terms of Reference

Name of Group:	Yorkshire and Humber Joint Strategic Partnership Board (Y&H JSPB)
Key Definitions:	
Accountable To:	Yorkshire and Humber Joint Commissioning Committees
Role and Purpose:	<p>The primary role of the JSPB shall be to determine transformational decisions regarding the Services, including:</p> <ul style="list-style-type: none"> • Oversight of the delivery of the commissioners strategic intentions; • Co-production and assurance of delivery of the providers responses to the agreed commissioning intentions as a whole system; • Delivery of the national IUC specification and associated performance standards for clinical advice and direct booking; • the medium to long term planning for the integration of the Service; and • service redesign to further integrate the Services with other health and social care services to achieve the outcomes set out in the relevant Sustainability and Transformation Plans and associated Digital Roadmaps and Urgent and Emergency Care Network Delivery plans of the Parties. <p>Patient transport services are excluded from the remit of the JSPB except insofar as they have an impact on the services in scope.</p>
Accountability and Reporting:	<p>In accordance with this Agreement the JSPB will undertake the following actions:</p> <p>Planning for the provision and transformation of the Services to meet the health needs of the relevant local population on a place basis in accordance with the local ICS/STP plans and respective commissioning intentions and ambitions;</p> <p>Oversight of Strategic Commissioning Intentions of the CCGs in Yorkshire and the Humber in relation to work undertaken around Urgent and Emergency Care Networks, including Ambulance Services;</p> <p>Ensure that strategic intent agreed by the CCGs in Yorkshire and the Humber is captured and reflected contractually; and</p> <p>Consider different delivery models to seek to provide equity of performance across both urban and rural area.</p>
Accountability and Reporting:	The JSCB is accountable to the Y&H CCGs on financial matters and will provide copies of approved meeting minutes to JSPB members to inform commissioning decisions.
Chair and Membership:	<p>Chairperson A representative of the YAS 999 or IUC coordinating commissioner will be responsible for chairing the CMB.</p> <p>Membership The Core membership is as described below. In the event that a member is unable to attend an appropriate deputy should represent them. Members are expected to make all reasonable efforts to attend meetings.</p>

	<p>Apologies for absence from meetings shall be notified, in advance of the relevant meeting wherever possible, to either the Chair or administrative support and will be formally recorded in the minutes. Non-attendance were apologies have not been received will also be formally recorded.</p> <ul style="list-style-type: none"> • CEO YAS • Director of Urgent Care & Integration YAS • Medical Director YAS • Director of Operations YAS • Provider lead clinician – NHS 111 call handling and core clinical advice service • AO Coordinating commissioner - YAS • AO Coordinating commissioner - NHS 111 call answering and core CAS • SYB Representatives: CCG JCC representative and ICS UEC representative • HCV Representatives: CCG JCC representative and ICS UEC representative • WYH Representatives: CCG JCC representative and ICS UEC representative • HRW CCG representative on behalf of the D, D, T, H,R and W STP • Y&H Programme Lead – IUEC & YAS Commissioning • ICS/STP clinical leaders x 3 • NHS England Commissioning Representative • NHS England by invitation
<p>Conduct:</p>	<p>Members of the JSPB and those in attendance will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct and the Standards for members of NHS boards and governing bodies, Citizen's Charter and Code of Practice on Access to Government Information.</p> <p>All members will have due regard to, and operate within, the prime financial policies, Standing Orders, the constitution and other policies and procedures of their employing organisation.</p>
<p>Voting:</p>	<p><i>Each two Lead Officers from each ICS/STP shall have one vote between them.</i></p> <p><i>If the Chief Officers of the two Lead Commissioner / Contractors are members of the JSPB (but not Lead Officers) then they will not have a vote.</i></p> <p><i>The Parties acknowledge that there needs to be unanimity across all Lead Officers in order for JSPB Decisions to be determined.</i></p> <p><i>Where unanimity is not reached, the Parties agree that the matter will be referred to dispute resolution.</i></p> <p><i>Decisions regarding finance and investment that affect only that Party will be made by each Party.</i></p>
<p>Quoracy:</p>	<p>Meetings shall be quorate when the Chair, a YAS executive Director and a representative of each ICS/STP are present.</p> <p>In circumstances where a Lead Officer is unable to attend a meeting, or they have a conflict of interest which required them to be excluded from a meeting, the Chair of their nominating ICS/STP may send to a meeting of the JSPB a deputy (a "Deputy") to take the place of a Lead Officer. Where a Deputy is sent to take the place of the Lead Officer, references in these terms of reference to Lead Officer shall be read as references to the Deputy.</p> <p>Members of the JSPB may participate in meetings by telephone or by the use of video conferencing facilities where they are available and with prior agreement from the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting.</p>

Servicing and Administration:	<p>NHS Wakefield CCG will service the meetings. Meetings will be formally recorded. Finalised meeting agendas, previous draft minutes and papers will be circulated to members at least five working days in advance of the meeting.</p> <p>All parties may submit agenda items for inclusion with a view to agreeing a joint agenda. The final agenda for each JSPB meeting will be agreed by the Chair prior to circulation to the wider group membership. Each party will nominate a representative who will be responsible for agreement of the agenda on behalf of their organisation.</p> <p>Minutes will be drafted within five working days following the meeting and approved by the Chair for sharing with the Members within 7 working days.</p>
Declarations of Interest:	<p>Declarations of Interest will be made at the first meeting and amendments/changes requested at subsequent meetings.</p> <p>If any member has an interest, pecuniary or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and shall not participate in the discussions. The Chair will have the power to request that member to withdraw until the Board's consideration has been completed.</p> <p>Declaration of interest will be a standing agenda item at every meeting. A Declaration of Interest (DOI) Register will be maintained and updated according.</p>
Distribution of Minutes:	<p>Minutes will be circulated to JSPB members.</p>
Frequency of Meetings:	<p>Bi-monthly as appropriate. Meetings will be booked annually in advance of the start of the financial year, and a schedule of meetings circulated to all members.</p>
Linkages with other for a including sub-groups:	<p>The JSPB has the authority to establish formal sub-groups and/or short-term working groups as and when required to support the effective delivery of the contract. The scope, membership and frequency of any such groups must be jointly agreed by the Coordinating Commissioner and Provider prior to commencement of the group.</p> <p>The JSPB may receive matters from the IUEC Programme Steering Group in reference to the design and delivery of integrated urgent and emergency care services.</p> <p>The JSPB will receive feedback, as appropriate, from any sub regional fora such as local IUEC quality and performance groups, A&E Delivery Board or UECNs. In this instance the relevant representative will be invited to attend the JSPB.</p>
Monitoring and Compliance:	<p>An annual work programme will be developed to monitor the operation and effectiveness of the JSPB.</p>
Review Date:	<p>These Terms of reference will be reviewed annually, or as and when legislation or best practice guidance is updated.</p> <p>Any amended Terms of Reference will be agreed by the Board prior to sharing.</p> <p>The next scheduled review date is September 2020</p>
Date of Approval:	<p>These Terms of Reference have been approved and signed off by _____ on the 2019</p>

Schedule 3.2

Yorkshire and Humber Clinical Commissioning Groups/STP/ICS Yorkshire and Humber IUEC Contract Management Board

Terms of Reference

Name of Group:	Yorkshire and Humber IUEC Contract Management Board (YAS IUEC CMB)
Key Definitions:	The Coordinating Commissioners – NHS Wakefield and NHS Greater Huddersfield CCGs will act as a Coordinating Commissioner to bring together commissioners from across the Yorkshire and Humber region to deliver a coordinated YAS IUEC contract management function.
Accountable To:	Yorkshire and Humber Joint Strategic Partnership Board (Y&H JSPB).
Role and Purpose:	<p>The primary purpose of the YAS IUEC CMB will be overseeing the management of the contracts between Yorkshire & Humber commissioners and Yorkshire Ambulance Service NHS Trust, for the provision of IUEC services. This includes responsibility for two distinct service contracts:</p> <ul style="list-style-type: none"> • Yorkshire and Humber 999 Service • Yorkshire & Humber Integrated Urgent Care: 111 Call Handling & Core Clinical Advice Service <p><i>It is recognised that the geographic boundaries and relevant commissioners for each service will differ. Whilst the IUEC CMB is a single body, it will at all times ensure that these differences in contractual scope are recognised and respected. This will include ensuring that decision making reflects the different constituencies and requirements of each contract, and that particular attention is paid to areas where only one contract may apply.</i></p> <p>The YAS IUEC CMB will be responsible for the overall governance of the above contracts, ensuring that service performance, quality and delivery of outcomes are in accordance with the terms of each agreement.</p> <p>In particular CMB will:</p> <ul style="list-style-type: none"> • Provide Executive Director leadership for the governance of each contract, including oversight of service activity, quality, finance and performance, and joint management of arising issues. • Work in partnership to provide a robust and consistent approach to contract management in compliance with the governance requirements of the NHS Standard Contract and national guidance. Work in conjunction with the Joint Strategic Partnership Board (JSPB) to develop and implement the strategic direction for IUEC Services in Yorkshire and Humber, including service developments and compliance with local, regional and national strategic aims.

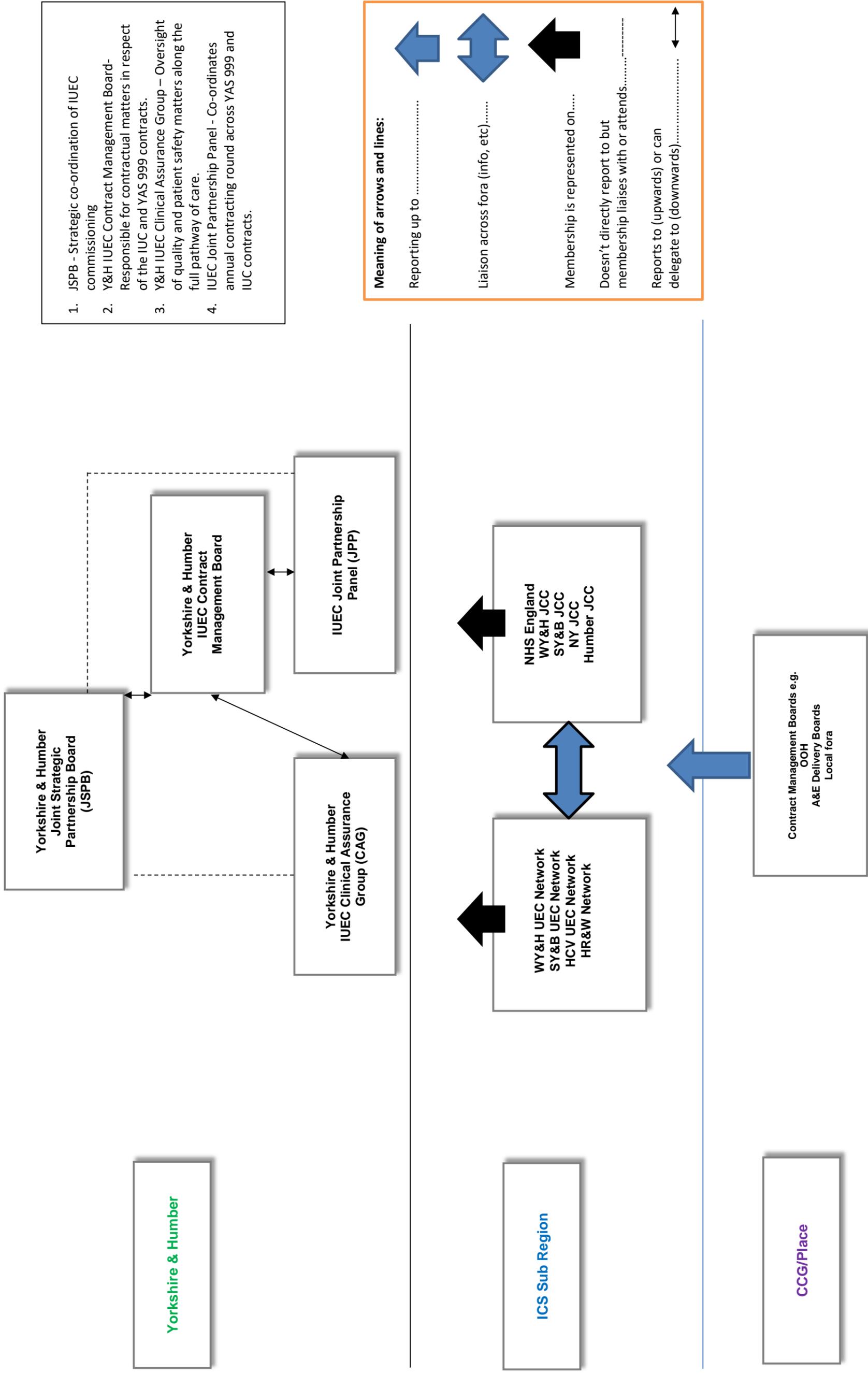
	<ul style="list-style-type: none"> • Make recommendations to Y&H JSPB regarding strategic direction and priorities for service development and/or investment. • Ensure appropriate communication between the Commissioners of each service, as well as the Y&H JSPB, Y&H Urgent and Emergency Care Networks (UECNs) and other local fora.
Responsibilities:	<p>The YAS IUEC CMB has responsibility for:</p> <p>Contract Assurance</p> <ul style="list-style-type: none"> • Review, on an exceptions basis (where the likely impact is considered to be material), contract performance including local and national performance requirements, quality indicators, CQUIN and activity and finance, as set out within each contract • Monitor the progress of the delivery of agreed service developments through service development and implementation plans. • Monitor information and data quality under the provisions of the contracts, ensuring delivery of agreed data quality implementation plans. • Ensure that provider and commissioner adhere to national tariff and planning guidance, as applicable; and jointly agree any local deviations. Resolve pricing and activity queries for locally priced activity. • Receive reports and review any recommendations made by the Y&H Clinical Assurance Group (CAG) with regard to service quality and risks, including: complaints, incidents, compliance with contract quality and patient safety standards, as well as input from regulators and professional bodies. • Oversee reconciliation processes associated with contract finance and activity plans, CQUIN or local incentive schemes, as appropriate for the terms of each agreement. <p>Contract Development</p> <ul style="list-style-type: none"> • Identify contractual priorities and ensure the development of revised specifications for incorporation into the contracts. • Oversee the effective implementation of relevant national guidance, service developments and performance standards <p>Performance Management</p> <ul style="list-style-type: none"> • Receive escalation reports from other relevant groups e.g. CAG, or directly from either party, where quality or performance deviates materially from agreed standards and specifications, investigate the causes and agree remedial actions including regular reporting where appropriate. • Oversee any contractual performance management process and monitor delivery of any actions agreed to resolve contractual notices.

	<ul style="list-style-type: none"> • Receive regular reports on progress against current Remedial Action to ensure delivery of actions agreed within Remedial Action Plans and where necessary ensure that non-compliance is escalated within their respective organisations and mitigation is put in place where actions are not delivered. <p>Contract Variations</p> <ul style="list-style-type: none"> • Track the progress of contract variations and ensuring any variations follow agreed contractual processes and timescales; ratifying contract variations where appropriate. <p>Contract Negotiation</p> <ul style="list-style-type: none"> • Provide oversight of any contract negotiation process, including identification of key negotiation priorities and establishment of negotiation teams / working groups as required. 		
<p>Accountability and Reporting:</p>	<p>The YAS IUEC CMB is accountable to the Y&H JSPB and will provide copies of approved meeting minutes to the JSPB to inform commissioning decisions.</p> <p>See the June 2019 organisational chart.</p>		
<p>Chair and Membership:</p>	<p>Chairperson A representative of one of the coordinating commissioner (s) will be responsible for Chairing the CMB.</p> <p>Membership The Core membership is as described below. In the event that a member is unable to attend an appropriate deputy should represent them. Members are expected to make all reasonable efforts to attend meetings although a dial in facility may be provided upon request.</p> <p>Apologies for absence from meetings shall be notified, in advance of the relevant meeting wherever possible, to either the Chair or administrative support and will be formally recorded in the minutes. Non-attendance where apologies have not been received will also be formally recorded.</p> <p>YAS IUEC CMB Membership</p> <table border="1" data-bbox="497 1525 1283 2020"> <tr> <td data-bbox="497 1525 715 2020">On behalf of Commissioners</td> <td data-bbox="715 1525 1283 2020"> Chief Finance Officer Coordinating Commissioner Y&H IUEC Programme Lead IUEC quality lead 999/IUEC Contracts lead 999/IUEC Finance lead Nominated representatives – WYH, SYB and HCV ICS/STPs Coordinating commissioner – Director of Quality Other commissioning representatives as required. NHSs England NHS England (dental) </td> </tr> </table>	On behalf of Commissioners	Chief Finance Officer Coordinating Commissioner Y&H IUEC Programme Lead IUEC quality lead 999/IUEC Contracts lead 999/IUEC Finance lead Nominated representatives – WYH, SYB and HCV ICS/STPs Coordinating commissioner – Director of Quality Other commissioning representatives as required. NHSs England NHS England (dental)
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	<table border="1" data-bbox="499 197 1284 488"> <tr> <td data-bbox="499 197 715 488">On Behalf of Yorkshire Ambulance Service</td> <td data-bbox="715 197 1284 488">Director of Finance Operational Director Director of Quality, Governance & Performance Assurance Contracts Lead YAS representatives (999 and IUC) including clinical representation</td> </tr> </table> <p data-bbox="464 524 1441 629">It is essential that place/sub-regional discussions (which will be within sub committees of local Urgent and Emergency Care Programme Boards (UEPB)) and those within NHS E Dental are appropriately reflected in CMB and JSPB.</p> <p data-bbox="464 667 839 698"><u>Commissioner representation</u></p> <p data-bbox="464 701 1385 806">Each ICS/STP footprint is required to send one representative at Executive Director level to the IUEC CMB meetings. This person is also responsible for liaison on IUEC matters across their UECN/STP/ICS footprint.</p>	On Behalf of Yorkshire Ambulance Service	Director of Finance Operational Director Director of Quality, Governance & Performance Assurance Contracts Lead YAS representatives (999 and IUC) including clinical representation	
On Behalf of Yorkshire Ambulance Service	Director of Finance Operational Director Director of Quality, Governance & Performance Assurance Contracts Lead YAS representatives (999 and IUC) including clinical representation			
Conduct:	<p data-bbox="464 842 1441 981">Members of the YAS IUEC CMB and those in attendance will abide by the ‘Principles of Public Life’ (The Nolan Principles) and the NHS Code of Conduct and the Standards for members of NHS boards and governing bodies, Citizen’s Charter and Code of Practice on Access to Government Information.</p> <p data-bbox="464 983 1441 1088">All members will have due regard to, and operate within, the prime financial policies, Standing Orders, the constitution and other policies and procedures of their employing organisation.</p>			
Quoracy:	<p data-bbox="464 1131 1441 1236">The YAS IUEC CMB will be quorate with at least one Executive Director from the coordinating commissioners and at least two representatives from any other Y&H CCG/ ACS/STP footprint and one YAS Executive Director.</p> <p data-bbox="464 1274 1441 1413">Members of the YAS IUEC CMB may participate in meetings by telephone or by the use of video conferencing facilities where they are available and with prior agreement from the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting.</p>			
Servicing and Administration:	<p data-bbox="464 1451 1441 1590">NHS Greater Huddersfield CCG will service the meetings. Meetings will be formally recorded. Finalised meeting agendas, previous draft minutes and papers will be circulated to members at least five working days in advance of the meeting.</p> <p data-bbox="464 1628 1441 1805">All parties may submit agenda items for inclusion with a view to agreeing a joint agenda. The final agenda for each CMB meeting will be agreed by the Chair prior to circulation to the wider group membership. Each party will nominate a representative who will be responsible for agreement of the agenda on behalf of their organisation.</p> <p data-bbox="464 1843 1441 1912">Minutes will be drafted within five working days following the meeting and approved by the Chair for sharing with the Members within 7 working days.</p>			
Declarations of Interest:	<p data-bbox="464 1951 1441 2020">Declarations of Interest will be made at the first meeting and amendments/changes requested at subsequent meetings.</p>			

	<p>If any member has an interest, pecuniary or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and shall not participate in the discussions. The Chair will have the power to request that member to withdraw until the Board's consideration has been completed.</p> <p>Declaration of interest will be a standing agenda item at every meeting.</p> <p>A Declaration of Interest (DOI) Register will be maintained and updated according.</p>
Distribution of Minutes:	Minutes will be circulated to YAS IUEC CMB members.
Frequency of Meetings:	Bi-Monthly. Meetings will be booked annually in advance of the start of the financial year, and a schedule of meetings circulated to all members.
Linkages with other fora including sub-groups:	<p>The YAS IUEC CMB has the authority to establish formal sub-groups and/or short-term working groups as and when required to support the effective delivery of the contract. The scope, membership and frequency of any such groups must be jointly agreed by the Coordinating Commissioner and Provider prior to commencement of the group.</p> <p>The YAS IUEC CMB will receive feedback from the IUEC Clinical Assurance Group (CAG) formally 'Joint Quality Board' on escalated matters. This does not waive the requirement for the YAS IUEC CMB to address all quality and patient safety matters within its remit.</p> <p>The YAS IUEC CMB may receive feedback, as appropriate, from any sub regional fora such as local YAS IUEC/YAS IUEC quality and performance groups, A&E Delivery Board or UECNs. In this instance the relevant representative may be invited to attend the YAS IUEC CMB.</p>
Monitoring and Compliance:	An annual work programme will be developed to monitor the operation and effectiveness of the YAS IUEC CMB.
Review Date:	<p>These Terms of reference will be reviewed annually, or as and when legislation or best practice guidance is updated.</p> <p>Any amended Terms of Reference will be agreed by the Board prior to sharing.</p> <p>The next scheduled review date is September 2020</p>
Date of Approval:	These Terms of Reference have been approved and signed off by _____ on the 2019

Schedule 3.3 Yorkshire & Humber Integrated Urgent & Emergency Care (IUEC) Governance structure from April 2019



Schedule 4

Scheme of delegation

1. CCG decisions made in collaboration

1.1. The table below sets out CCG Decisions which will be made in collaboration. The Parties agree to make every endeavour to take these decisions in accordance with a common position agreed through the governance arrangements of their respective ICS/STP and the JSPB, as set out in Section 4.

Transformational	Finance	Contractual
Agree arrangements for delivery of the commissioners' strategic intentions.	Negotiate and recommend the Finance schedule for the annual Commissioning Contract	Final approval of the terms of the annual Commissioning Contract
Agree arrangements for assuring the delivery of the providers responses to the agreed commissioning intentions as a whole system	Agree the re-investment of in year contractual penalties (financial) in terms of spend and reasons for spend	Ratify variations to the Commissioning Contract (excluding variations that only affect a single Party)
Agree the range of services to be commissioned from the Provider and how they are to be commissioned.	Additional in-year investment from CCGs	Agree communications activity relating to matters governed by the Commissioning Contract
Agree medium to long term planning for the integration of the Service		Approve proposals for CQUIN indicators
Agree service redesign to further integrate the Services with other health and social care services.		Agree actions if concerns are identified about actual and contracted activity levels.

1.2. The table below sets out the matters that the Parties have agreed are CCG Decisions which are reserved to each Party.

Finance	Contractual
Payment of Extra Contractual Journeys that only relate to that Party	Ratify variations to the Commissioning Contract that only affect that Party
	Resolve issues between the Party and the Provider that do not impact on any other Party

2. Lead Contractor Decisions

2.1. The table below sets out Lead Contractor Decisions which are delegated to the Lead Contractor. Under the agreed collaborative working arrangement these matters will normally have been the subject of wider consultation and will have been discussed as part of regular CMB business. However, to avoid doubt, by exception, Lead Contractor Decisions can be made by the Lead Contractor without reference back to each Party or to the Lead Officers.

Finance	Quality	Contractual
Award of additional central funding investment e.g. SRG monies	Approval of in-year evidence and make recommendation for payment	Issue of formal notices under the contract e.g. application of contractual sanctions
Approval of in-year agreement to pay CQUINs	Sign off of Serious Incidents	Co-ordination of contractual action and agreement of remedial action plans
Payment of costs related to commissioning and contracting support	Liaison with CQC/NHS England/Improvement	Liaison with NHS E/I
	Quality schedules for each contract e.g. CQUINs	Issue of in-year contract variations
	Agree measures to manage demand for services if demand is increasing	Contract negotiations
	Agree actions if clinical quality concerns are identified	Resolve issues escalated from UECN meetings
	Agree changes in clinical and quality assurance practice to enhance patient care	
	Agree actions relating to high level external enquiry reports if concerns are identified	
	Agree action to be taken to address key issues in relation to incidents and serious incidents	

Schedule 5
Parties for IUC and YAS 999 services

Party	Address of principal office of Party	Services covered by this Agreement	
		IUC	YAS 999
Humber Coast and Vale			
NHS East Riding of Yorkshire Clinical Commissioning Group	Health House, Grange Park Lane, Willerby, East Yorkshire, HU10 6DT	✓	✓
NHS Hull Clinical Commissioning Group	2 nd Floor, Wilberforce Court, Alfred Gelder Street, Hull, HU1 1UY	✓	✓
NHS North East Lincolnshire Clinical Commissioning Group	Athena Building & Olympia House, Saxon Court, Gilbey Road, Grimsby, South Humberside, DN31 2UJ	✓	
NHS North Lincolnshire Clinical Commissioning Group	The Health Place, Wrawby Road, Brigg, South Humberside, DN20 8GS	✓	
NHS Scarborough and Ryedale Clinical Commissioning Group	Scarborough Town Hall, St Nicholas Street, Scarborough, North Yorkshire, YO11 2HG	✓	✓
NHS Vale of York Clinical Commissioning Group	West Offices, Station Rise, York, YO1 6GA	✓	✓
South Yorkshire and Bassetlaw			
NHS Barnsley Clinical Commissioning Group	Hillder House, 49-51 Gawber Road, Barnsley, South Yorkshire, S75 2PY	✓	✓
NHS Bassetlaw Clinical Commissioning Group	Retford Hospital, North Road, Retford, Nottinghamshire, DN22 7XF	✓	
NHS Doncaster Clinical Commissioning Group	Sovereign House, Heavens Walk, Doncaster, South Yorkshire, DN4 5HZ	✓	✓
NHS Rotherham Clinical Commissioning Group	Oak House, Moorhead Way, Bramley, Rotherham, South Yorkshire, S66 1YY	✓	✓
NHS Sheffield Clinical Commissioning Group	722 Prince of Wales Road, Darnall, Sheffield, South Yorkshire, S9 4EU	✓	✓
West Yorkshire and Harrogate			
NHS Airedale, Wharfedale and Craven Clinical Commissioning Group	Millennium Business Park, Station Road, Steeton, West Yorkshire, BD20 6RB	✓	✓
NHS Bradford City Clinical Commissioning Group	Scorex House (West), 1 Bolton Road, Bradford, BD1 4AS	✓	✓

NHS Bradford Districts Clinical Commissioning Group	Scorex House (West), 1 Bolton Road, Bradford, BD1 4AS	✓	✓
NHS Calderdale Clinical Commissioning Group	5 th Floor, F Mill, Dean Clough Mills, Halifax, West Yorkshire, HX3 5AX	✓	✓
NHS Greater Huddersfield Clinical Commissioning Group	Broad Lea House, Dyson Wood Way, Bradley, Huddersfield, West Yorkshire, HD2 1GZ	✓	✓
NHS Harrogate and Rural District Clinical Commissioning Group	1 Grimbald Crag Court, St James Business Park, Knaresborough, North Yorkshire, HG5 8QB	✓	✓
NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group	Hambleton District Council, Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU	✓	✓
NHS Leeds Clinical Commissioning Group	Suites 2-4, Wira House, Wira Business Park, Leeds, West Yorkshire, LS16 6EB	✓	✓
NHS North Kirklees Clinical Commissioning Group	4 th Floor, Empire House, Wakefield Old Road, Dewsbury, West Yorkshire, WF12 8DJ	✓	✓
NHS Wakefield Clinical Commissioning Group	White Rose House, West Parade, Wakefield, West Yorkshire, WF1 1LT	✓	✓