Working with you to make Sheffield HEALTHIER

NHS Sheffield Clinical Commissioning Group

Yorkshire and the Humber Collaborative Commissioning – Yorkshire Ambulance Service

Governing Body meeting H

5 May 2016

Author(s)	Author: Daniel Mason, Yorkshire & Humber CCGs 999 Lead Presenter: Tim Furness, Director of Delivery
Sponsor	Maddy Ruff, Accountable Officer

Is your report for Approval / Consideration / Noting

Approval.

Are there any Resource Implications (including Financial, Staffing etc)?

None at this time beyond those already accounted for in the Sheffield CCG financial plan for 2016-17

Audit Requirement

CCG Objectives

Strategic objective – To ensure there is a sustainable and affordable healthcare system in Sheffield.

Equality impact assessment

Have you carried out an Equality Impact Assessment and is it attached? No.

If not, why not? EIA is not required as we are proposing to maintain existing services and meet NHS constitution commitments. Service changes will be subject to an EIA, as required.

PPE Activity

How does your paper support involving patients, carers and the public?
The proposals are designed to improve services for patients and the public in line with the NHS England direction of travel for urgent and emergency services and the Sheffield CCG strategy.

Recommendations
The Governing Body is asked to: 1. Approve a Strategic Approach to Commissioning Ambulance 999 & NHS 111 Services in Yorkshire and the Humber 2015-2019 2. Note the report for Governing Bodies which sets out the proposal for the collaborative commissioning of 999 & NHS 111 services by Yorkshire and Humber CCGs, with a lead commissioner/contractor. 3. Approve the Memorandum of Understanding for the collaborative commissioning of 999 ambulance services between Clinical Commissioning Groups across Yorkshire and the Humber. 4. Approve the Memorandum of Understanding for the collaborative commissioning of NHS 111 services between Clinical Commissioning Groups across Yorkshire and the Humber.

Yorkshire & the Humber Collaborative Commissioning – Yorkshire Ambulance Service

NHS Sheffield Clinical Commissioning Group Governing Body meeting

5 May 2016

1.0 Purpose

The purpose of this paper is to set out for each of the Governing Bodies of the Clinical Commissioning Groups (CCGs) in Yorkshire and the Humber (Y&H) that commission the Yorkshire Ambulance Service (YAS) proposed changes to the way 999 and NHS 111 services are commissioned and managed and to outline further changes in the future.

2.0 Developing a different commissioning model

2.1 Current arrangements

The commissioning and contacting arrangements for the management of the 999 and the NHS 111 contracts have not been altered for some years.

At present, there are three lead commissioners for the 999 service provided by the Yorkshire Ambulance Service: NHS Sheffield CCG for CCGs in South Yorkshires, NHS East Riding CCG for the CCGs in North and East Yorkshire and NHS Wakefield CCG for West Yorkshire CCGs. Wakefield CCG acts as co-ordinating commissioner for legal purposes. The three lead CCG manage the contractual and commissioning arrangements on behalf of their constituent members.

A similar arrangement exists in respect of the NHS 111 contract held with YAS. NHS Sheffield CCG leads for the CCGs in South Yorkshire, NHS Hull CCG for those in North and East Yorkshire and the Humber and NHS Greater Huddersfield CCG for CCGs in West Yorkshire with Greater Huddersfield also acting as coordinating commissioner.

2.2 National developments

Since the arrangements described were put in place there have been significant developments in the thinking about the way urgent and emergency care services are provided and the context of commissioning. These include:

- The development of services based around a geographical place rather than around a single provider
- Changes to competition and procurement legislation
- The expansion of multiple providers across Y&H providing telephone advice, treatment on scene and transport
- The emerging role of Urgent and Emergency Care Networks with system management responsibilities across wide geographical footprints
- The development of System Resilience Groups

- Emerging resource constraints amongst commissioners
- The necessity for commissioners to work collaboratively with service providers to maximise value for money
- The necessity for providers to work collaboratively to maximise resource availability across a broader geographical footprint.

2.3 Implications for Y&H CCGs

For CCGs in Yorkshire and the Humber there is a recognition that the current commissioning and contracting arrangements are no longer fit for purpose and as they currently stand impose limitations on CCGs which need to be altered. In particular these are:

1. Strategic: The need to develop a broader view of the commissioning of NHS 111 and 999 services linked to clear strategic commissioning objectives driving better value from providers.
2. Contracting: The requirement to refine and simplify the contracting arrangements within a framework that maintains the legal sovereignty of the Y&H CCGs.
3. Quality: Drive system efficiencies through a simplified and integrated quality and patient safety processes.
4. System: The above to linked as part of a coherent framework interacting with existing fora that enhances communication and system design.

A new model to address these issues is required.

2.4 Agreement on a new model

A series of workshops for Y&H CCG Accountable Officers with YAS have been held over the past year. There was agreement that the following actions should be taken:

- It is proposed that NHS Wakefield CCG acts as 'lead commissioner and contractor' for 999 and NHS Greater Huddersfield CCG for NHS 111.
- A new 111/999 Joint Strategic Commissioning Board would be created.
- The 111/999 Joint Strategic Commissioning Board arrangement would be temporary and precede the creation of a Y&H wide 999/111 Joint Committee in the Autumn of 2016 from which the commissioning and contracting arrangements for 999 and 111 would be managed.
- A single Quality Board for 999, 111 and possibly PTS matters would be established.

3.0 New arrangements

3.1 Lead commissioner arrangement and scheme of delegation

In order to support collaborative commissioning across Yorkshire and the Humber it is proposed that CCGs will move to a Joint Strategic Commissioning Board from April 2016. The ultimate aim is for this arrangement to be succeeded by a Joint Committee structure in October 2016. In order establish the Joint Strategic Commissioning Board all CCGs have been asked to present the following items to their Governing Body (GB) for approval by the end of May 2016:

- A Strategic Approach to Commissioning Ambulance 999 & NHS 111 Services in Yorkshire and the Humber 2015-2019 (Appendix A)
- Report for Governing Bodies which sets out the proposal for the collaborative commissioning of 999 & NHS 111 services by Yorkshire and Humber CCGs, with a lead commissioner/contractor (Appendix B)
- Memorandum of Understanding for the collaborative commissioning of 999 ambulance services between Clinical Commissioning Groups across Yorkshire and the Humber (Appendix C)
- Memorandum of Understanding for the collaborative commissioning of NHS 111 services between Clinical Commissioning Groups across Yorkshire and the Humber. (Appendix D)

Some Y&H CCGs do not commission 999 services from YAS and the collaborative agreement in respect of 999 services will not apply to them.

The key aspect of the new collaborative commissioning agreement is the agreement in advance that a single named CCG has the authority as set out in the scheme of delegation to make spending decision on the behalf of other CCGs.

3.2 Joint Strategic Commissioning Board

The Joint Strategic Commissioning Board (SCB) is a new body that is intended to take an overarching commissioning view on call handling services, treatment on scene and transport services. The SCB will link to other fora in Y&H and inform future commissioning intentions.

3.3 Joint Committee

The arrangements and legal details of the proposed 'Joint Committee' which will replace the Joint Strategic Commissioning Board (JSCB) from 1 October are currently being developed. The broad role of the JSCB will remain but under a different legal framework. Y&H CCG Governing Bodies will be invited to approve the new arrangements during summer 2016.

3.4 999/111 Joint Quality Board

Numerous meetings take place monthly to discuss quality and patient safety issues in relation to NHS 111, YAS 999 (and PTS services). Work is currently underway to bring the meetings together in a way under the remit of a Joint Quality Board that simplifies existing processes and creates a stronger understanding of the issues and ultimately strengthens both commissioners and YAS's ability to deliver safe and reliable services. The details of the new arrangements are currently being developed.

4.0 Recommendations

Members of the Governing Body are invited to:

1. Approve a Strategic Approach to Commissioning Ambulance 999 & NHS 111 Services in Yorkshire and the Humber 2015-2019
2. Note the report for Governing Bodies which sets out the proposal for the collaborative commissioning of 999 & NHS 111 services by Yorkshire and Humber CCGs, with a lead commissioner/contractor.
3. Approve the Memorandum of Understanding for the collaborative commissioning of 999 ambulance services between Clinical Commissioning Groups across Yorkshire and the Humber.
4. Approve the Memorandum of Understanding for the collaborative commissioning of NHS 111 services between Clinical Commissioning Groups across Yorkshire and the Humber.

Paper prepared by Daniel Mason, Y&H Clinical Commissioning Groups 999 Lead

On behalf of Yorkshire & Humber CCGs

8 April 2016

Updated Collaborative Commissioning Arrangements for 111 and 999 Services

Paper for Governing Bodies

1. PURPOSE

1.1 This note provides details of proposed updating of the existing collaborative commissioning arrangements for commissioning 111 and 999 services from Yorkshire Ambulance Service NHS Trust ("**YAS**") across Yorkshire and Humber.

2. BACKGROUND

2.1 The current collaborative commissioning arrangements for 111 and 999 services are structured around the Contract Management Board and a lead commissioner arrangement.

2.2 The CCGs have in principle agreed to further strengthen the arrangements by establishing a joint committee structure whereby each CCG delegates authority to the joint committee (rather than a representative) to make decisions on its behalf. The proposed timescale to move to a joint committee structure is 1 October 2016. In order to achieve this timescale, the terms of reference for the joint committee, amended scheme of delegation and updated collaborative commissioning agreement will need to be in final draft form by 31 July 2016.

2.3 This note focuses on the updating of the existing arrangements for the interim period until October 2016 to facilitate the move to a joint committee arrangement later in the year.

3. UPDATED COLLABORATIVE ARRANGEMENTS

3.1 Under the current collaborative commissioning arrangements, the CCGs delegate authority to make decisions on certain matters to a representative who attends the Contract Management Board alongside representatives of the other CCGs who all have the same delegated authority from their respective CCGs. Certain matters are delegated to the Lead Commissioner under the current arrangements.

3.2 Under the updated arrangements, the existing three Sub-Regional CBUs are effectively replaced by the three Urgent and Emergency Care Networks (UECNs) which together match the Yorkshire and Humber CCG combined footprint. In respect of the 999 and 111 services, the UECNs will be regional forums for discussions of matters that affect the member CCGs. Each CCG delegates decision-making authority to two Lead Officers who represents the CCGs in the UECN at a new Joint Strategic Commissioning Board.

3.3 The role of the Joint Strategic Commissioning Board ("JSCB") will be to consider and make decisions relating to transformational matters, in line with the updated scheme of delegation in the draft MOU. Transactional matters will,

broadly, be delegated to the Lead Commissioner / Contractor in line with the revised scheme of delegation.

3.4 In this interim phase prior to the establishment of a joint committee, the Lead Officers who are members of the JSCB make the decisions, not the JSCB. This approach can be inefficient as each Lead Officer must have the appropriate authority from the CCGs it represents to make that decision – any non-alignment in delegated authority will require a representative to go back to the CCG to seek approval. Additionally there must be unanimous decision-making. Where one Lead Officer dissents, the decision cannot be made so as to bind the dissenting party.

3.5 Whilst the Contract Management Board will continue to exist under the updated arrangements, neither it, nor its members, will have delegated authority to take decisions which bind the CCGs. It will be chaired, as it is currently, by the Lead Commissioner / Contractor, and will continue to be the forum through which the Lead Commissioner / Contractor will hold YAS to account for the delivery of the Services and implement decisions made by individual CCGs, the JSCB and the Lead Commissioner / Contractor (in line with the revised scheme of delegation).

Updated documentation

3.6 Two MOUs (one for each service) have been drafted to capture the updated arrangements until establishment of the joint committee. Two separate MOUs are required as there are additional CCGs who are commissioners of the 111 service and to amalgamate the two arrangements would be likely to result in unwieldy documentation that is difficult to navigate.

3.7 The MOUs include the following updated terms:

3.7.1 the principles and objectives of collaboration;

3.7.2 clarity on what is expected from each Party in terms of discussion, participation and attendance at meetings;

3.7.3 the service variation procedure where a variation is proposed by the CCGs or YAS;

3.7.4 detailed explanation of how matters are dealt with at different levels (CCG level, JSCB level, Lead Commissioner / Contractor level);

3.7.5 how costs are dealt with for commissioning support services;

3.7.6 a dispute resolution procedure;

3.7.7 a process for new CCGs to join or leave the collaboration;

3.7.8 terms of reference for the JSCB; and

3.7.9 a detailed Scheme of Delegation setting out which decisions are made at which level.

3.8 The Scheme of Delegation is critical as it provides information to the CCGs to amend their respective schemes of delegation to ensure aligned delegation to the Lead Officers which is necessary for efficient and lawful decision-making.

3.9 Each CCG is advised to review its constitution and schemes of delegation to identify what amendments may be required to give effect to the scheme of delegation in the MOUs.

Yorkshire and Humber CCGs Commissioning Strategy

DRAFT FOR APPROVAL

A Strategic Approach to Commissioning Ambulance 999 & NHS 111 Services in Yorkshire and the Humber 2015-2019

This document is designed to provide an overview of the CCGs Strategic Commissioning Intentions and the governance arrangements.

March 2016

A Strategic Approach to Commissioning Ambulance 999 & NHS 111 Services in Yorkshire and the Humber 2015-2019

1.0 Purpose

This document is designed to provide an overview of the Strategic Commissioning Intentions of the CCGs in Yorkshire and the Humber in relation to Ambulance Services 2015-2019 Significant work has been undertaken over recent months and this document crystallises the outputs of that endeavour.

The approach outlined in this strategy is not confined to ambulance services but may be broadened to encompass any work undertaken around Urgent and Emergency care Networks as these agendas become more integrated.

2.0 Introduction

Ambulance services are key stakeholders in the provision of emergency and urgent care. In Yorkshire and the Humber the Yorkshire Ambulance Service and the East Midlands Ambulance Service are two of the largest providers of call handling, response at scene services and patient transport services. The commissioning of these services is overseen by the Joint 999/NHS 111 Strategic Commissioning Board (from April 2016) alongside the Y&H Urgent and Emergency Care Networks.

The accepted model of ambulance service provision is changing. The focus has traditionally been on call handling, on immediate response and more often transport to hospital. The Keogh review identified a number of proposed changes to the commissioning of ambulance service. This strategy is consistent with the Keogh recommendations.

The volume of calls being handled by ambulance services for 999 and NHS 111 response is growing. There are real opportunities to manage these calls in a way that more appropriately places the patient in either health or social care. Similarly, there are opportunities to improve patient-experience and get better outcomes for patients by ensuring the right response is offered first time. This may require a paramedic to respond on scene but may equally allow an alternative to be deployed. Further there are opportunities to utilise new technologies to respond to patient need.

There has been service development across the Yorkshire and Humber region but this has often been uncoordinated. This strategy is intended to bring thinking together in a way that enables commissioners and providers to collaborate on service strategies.

The CCGs in Yorkshire and the Humber have a common goal with local providers. That goal is to provide the right care at the right time on 100% of occasions. The detail of that aspiration is included in this strategy.

3.0 Commissioner Intentions

Commissioner intentions were honed at two workshops in June 2015, October 2015 and include comments received at the Yorkshire and Humber Clinical Commissioning Groups workshop in March 2016.

3.1 Vision

To improve the outcomes and experience for the local population by providing the right care at the right time in the right place on 100% of occasions

3.2 Strategic Changes

Commissioners recognise that these strategic challenges are described in headline terms and there will need to be significant dialogue around how to make the changes happen. It is important that this conversation commences now so that the strategic intent is captured and reflected contractually. Some of the changes are underway and the challenge will be to maintain momentum. The proposals are:

3.2 a A clear shift from Urgent Care to planned care to include:

- Development of Care Closer to home
- Improvement of out of hospital services
- Reduction of unnecessary attendances at hospital and admissions.

3.2b Urgent and Life Threatening Emergencies

- To ensure that patients are appropriately treated at scene
- To ensure that the ambulance services have the right processes, facilities and equipment to maximise patient survival
- To move from a traditional response to one where there is guaranteed access to state of the art treatment as per the objectives of the Urgent Care Networks.

3.2c Integrated Urgent Multi specialty Advice

This will entail further development of **a Hear and Treat** service which will include:

- 24/7 availability
- Integration of 999 & NHS 111 services
- At scale development to avoid duplication and ensure coverage
- Commissioning appropriate specialist advice to support the process.

- Better deployment of available technology including video conferencing.
- An available multi disciplinary team approach which for example could include drugs and alcohol services, midwives and mental health specialists.

Hear and Treat will be supported by enhanced **see and treat** services, which will include:

- Skilled assessment diagnosis and treatment at scene
- Optimum medical input at the start of patient journey
- Home management as appropriate
- An empowered workforce able to take responsibility for prescribing and independent referral working within a multi disciplinary team
- Revisions to core clinical pathways such that they are compatible with the new approach. These could include mental health long -term conditions and end of life care.

3.2d Conveyance of patients

In future they will be a mixed economy of options for patient conveyance which will include:

- Partnerships with other emergency services including Fire and Rescue.
- Partnerships with independent providers
- Partnerships with Voluntary and third sectors
- All the above to be protocol driven and appropriately risk assessed.

4 Other Strategic Context

While this strategy primarily relates to ambulance 999 and NHS 111 services, commissioners need to be cognisant of other strategic context. The CCGs will develop this strategy in close liaison with Vanguard communities and in common with the strategies of individual urgent care networks. The CCGs are well aware of the constraints on social care and will be seeking to work in partnership with the wider health and social care economy to enact these changes.

Additionally some of this strategic intent will impact on secondary care provision so it will be important to include those colleagues in remodelling of services.

Secondly the Commissioners of Yorkshire and the Humber are a mix of rural and urban communities with differing demographic issues. In implementing the strategy different delivery models are expected to be explored and developed to specifically deal with the challenges of rural areas which seek to provide equity of performance across both urban and rural areas. As the strategy is implemented it will need to flex to reflect some different needs. The key point though is that the Vision is owned throughout the patch.

During 2016-17, commissioners will agree with YAS a 'floor' for red performance which will be applicable across all Y&H CCGs using YAS. The level of the 'floor' will be determined with reference to quality and safety measures. .

5 How Commissioners will execute this Strategy?

This is a three-year strategy but much work has already been undertaken. Implementation requires a two - pronged approach. Firstly commissioners need to organise themselves into a more streamlined form to commission these services with more formal governance arrangements. Secondly there will need to be some enabling actions taken to support providers in remodelling the service.

5.1 Commissioner Governance

CCGs work closely to commission urgent care but there is now a case to establish more formal arrangements, which may be relevant beyond NHS 111 and 999 commissioning to include Urgent Emergency Care Network (s) activity. There is also significant learning to be shared from Vanguard communities. From a governance perspective the following has been proposed with supporting papers and will be considered for approval by individual CCG Governing Bodies in May 2016:

- Collaborative commissioning of 999 & NHS 111 services by Yorkshire and Humber CCGs
- Memorandum of Understanding for the collaborative commissioning of 999 & NHS 111 services between Clinical Commissioning Groups across Yorkshire and Humber.
- Terms of reference for the Joint Strategic Commissioning Board (JSCB) are contained within the Memorandum of Understanding, along with the scheme of delegation.

Practically it is proposed:

- CCGs will combine to create lead commissioner/contractor arrangement (April 2016).
- CCGs will support the lead arrangements creating a Joint Strategic Commissioning Board (JSCB) co-chaired by Wakefield and Greater Huddersfield CCGs (April 2016). This is at present the Hear See and Treat work stream.
- CCGs will create a single quality board for 999 & NHS 111 (April 2016).
- Current CBU and UECN arrangements will be integrated (as soon as possible).
- CCGs will form a joint committee to take the process forward (October 2016).
- Commissioners will review the resources required to support the commissioning & contracting processes detailed above in order to facilitate rapid progress.

5.2 Service Priorities and Enablers.

It is important that the CCGS support providers in enabling service changes. Clearly there will need to be an agreed pace to all changes which will be subject to a tightening resource envelope. All changes will need to reflect vanguard and UECN priorities. However the following should be considered in detail over the lifetime of this strategy:

- Potential integration of NHS 111 and 999 to develop an advisory hub and integrate specialist teams
- Delivery of an A and E transformation which will include hub and spoke delivery models
- YAS will be expected to maximise their efficiency gains in the 999 EOC (control room).
- Support providers in Urgent Tier review
- Review PTS and deliver current transformation strategy including close attention to social care.
- Support providers in development of cost efficient support services.

6.0 Next steps

This strategy will be considered for approval by the Governing Bodies of Yorkshire and Humber CCGs. A delivery plan will then be developed through the West Yorkshire Urgent & Emergency Care Vanguard Hear See and Treat Board and the sub regional Urgent and Emergency Care Networks.

Dated _____

MEMORANDUM OF UNDERSTANDING

FOR THE

COLLABORATIVE COMMISSIONING OF 111 SERVICES

BETWEEN

CLINICAL COMMISSIONING GROUPS

ACROSS

YORKSHIRE, HUMBER AND LINCOLNSHIRE

[DRAFT VERSION 3 – 29 MARCH 2016]

CONTENTS

THIS AGREEMENT is dated the day of 2016

BETWEEN

The clinical commissioning groups listed in Schedule 10, each a "**Party**" and together the "**Parties**".

BACKGROUND

(A) NHS Greater Huddersfield CCG, on behalf of all Parties, is a signatory to a single contract with Yorkshire Ambulance Service NHS Trust for the provision of 111 services in each Party's area.

(B) This Agreement sets out a framework for collaborative decision-making by the Parties in relation to matters concerning the commissioning of those services.

(C) The Parties intend to establish a joint committee of the Parties to enable collaborative decision-making in respect of the Services. The provisional timescale for setting up such joint committee has been agreed as October 2016.

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"999 Commissioning Contract"	the contract between some of the Parties and the Provider for the provision of 999 services dated 1 April 2015;
"Agreement"	this agreement between the Parties comprising these terms and conditions, together with all Schedules;
"CCG"	a clinical commissioning group Party listed in Schedule 10;
"CCG Decisions"	has the meaning set out in Clause 6.1.1;
"Collaborative"	the collaborative commissioning arrangements set out in this Agreement;
"Commencement Date"	1 April 2016;
"Commissioning Contract"	the contract between NHS Greater Huddersfield CCG (as Lead Commissioner / Contractor on behalf of all the Parties as commissioner) and the Provider for the provision of the Services dated 1 April 2013;
"Commissioning Contract Variation Report"	has the meaning set out in Clause 10.12
"Defaulting Party"	a Party that commits a persistent or material breach of this Agreement;
"Dispute Resolution"	the process set out in Clause 12;
"DPA"	the Data Protection Act 1998 as amended from time to time;
"Exiting Party"	has the meaning in Clause 15.1;
"FOIA"	the Freedom of Information Act 2000 as amended from time to time;

"Functions"	the statutory functions of each of the Parties in relation to the provision of, or making arrangements for the provision of, the Services;
"Guidance"	any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which the Parties and/or the Provider have a duty to have regard (and whether specifically mentioned in the Commissioning Contract or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Provider by the Parties and/or any relevant Regulatory or Supervisory Body;
"JSCB"	the Joint Strategic Commissioning Board, the role and terms of reference for which are set out in Schedule 4;
"JSCB Decisions"	has the meaning set out in Clause 6.1.2;
"Law"	(i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; (ii) any enforceable EU right within the meaning of section 2(1) European Communities Act 1972; (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (iv) Guidance; (v) National Standards; and (vi) any applicable code, in each case in force in England and Wales;
"Lead Officer"	has the meaning set out in Clause 6.7.4;
"Lead Commissioner / Contractor"	NHS Greater Huddersfield CCG;
"Lead Commissioner / Contractor Decisions"	has the meaning set out in Clause 6.1.3;
"National Standards"	those standards applicable to the Provider under the Law and/or Guidance as amended from time to time;
"Objectives"	the objectives set out in Clause 4.1and Schedule 2;
"Personal Data"	has the meaning given to it in the DPA;
"Provider"	Yorkshire Ambulance Service NHS Trust;
"Regulatory or Supervisory Body"	any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party must comply or to which it must or should have regard, including: (i) Care Quality Commission; (ii) Monitor;

(iii) NHS Trust Development Authority;

(iv) NHS England;

(v) the Department of Health;

(vi) NICE; and

(vii) HealthWatch England;

"Service Variation" a variation to the Commissioning Contract which refers to the Service and reflects:

(i) the assessment by the Parties of pathway needs, the availability of alternative providers and demand for the Service; and/or

(ii) the joint assessment of the Provider and Parties of the quality and clinical viability of the Service and the Services Environment; and/or

(iii) the likely impact of any transformational need and/or reconfiguration of a care pathway that might affect the Service; and/or

(iv) a change to the Service that could potentially have a material impact on any or all of quality and safety, performance and activity and finance, such material impact not to be confined to the proposing Party and "material" is to be interpreted taking into account the potential impact on other Parties, the UECNs and the Commissioning Contract as a whole;

"Services" the 111 call handling, the urgent primary medical care services and the minor injury unit services provided by the Provider under the terms of the Commissioning Contract;

"Services Environment" has the meaning set out in the Commissioning Contract;

"Service Users" any individual for whose benefit the Services are provided;

"Term" one (1) year from the Commencement Date;

"Terminating Party" a Party exercising its rights to terminate this Agreement in accordance with Clauses 14.6 and 14.8;

"UECNs" the Urgent and Emergency Care Networks listed in Schedule 3, and "UECN" shall be construed accordingly;

"Variation" an addition, deletion or amendment to the Clauses of or the Schedules to this Agreement, agreed by the Parties in accordance with Clause 10 (Variation);

"Variation Report" has the meaning in Clause 10.4; and

"Working Day" any day other than Saturday, Sunday, a public or bank holiday in England and Wales.

1.2 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.

1.3 The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate. Reference to Clauses are clauses in this Agreement.

1.4 References to Schedules are references to the schedules to this Agreement and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.

1.5 References to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation.

1.6 Words importing the singular number only shall include the plural.

1.7 Where anything in this Agreement requires the mutual agreement of the Parties, then unless the context otherwise provides, such agreement must be in writing.

1.8 If there is any conflict between the terms of this Agreement and the terms of the Commissioning Contract, the terms of the Commissioning Contract will prevail.

1.9 If there is any conflict between the Clauses of this Agreement and the provisions of any Schedule to this Agreement, the Clauses of this Agreement will prevail.

2. DURATION OF THE AGREEMENT

2.1 This Agreement comes into effect on the Commencement Date and shall remain in force until the end of the Term, subject to earlier termination in accordance with Clause 14 (Termination) and any extension agreed in accordance with Clause 2.2 below.

2.2 The Parties may agree in writing to extend the Term any number of times but each time by a period of up to twelve (12) months. The Agreement shall expire automatically without notice at the end of the Term (subject to earlier termination in accordance with Clause 14 (Termination)).

3. PRINCIPLES OF THE COLLABORATIVE

3.1 In performing their respective obligations under this Agreement, the Parties must act in accordance with the principles set out in Schedule 1.

4. OBJECTIVES OF THE COLLABORATIVE

4.1 The Parties agree that, with effect from the Commencement Date, the main objective of the Collaborative is to improve the provision of the Services through the arrangements set out in this Agreement.

4.2 The Parties agree that further objectives of the Collaborative in relation to the Services are as set out in Schedule 2 and the Parties agree to act in the furtherance of these Objectives.

4.3 The Parties agree to seek to achieve the Objectives of the Collaborative through:

4.3.1 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 Parties' respective commissioning intentions and ambitions;

4.3.2 agreeing the extent of the Services and negotiating the Commissioning Contract;

4.3.3 managing and maintaining the Commissioning Contract, including in respect of quality standards, observance of service specifications, and monitoring of activity and finance, so as to obtain best performance, quality and value from the Services; and

4.3.4 managing variations to the Commissioning Contract in accordance with national policy, the needs of Service Users and clinical developments.

5. ROLES AND RESPONSIBILITIES

5.1 The Parties acknowledge that the Services comprise three types of service - all Parties jointly commission the 111 call handling services but only certain of the Parties jointly commission the urgent care primary services and the minor injury units services.

5.2 The Parties agree that:

5.2.1 only those Parties (or their representatives) set out at paragraph 2 of Schedule 5 may make decisions in relation to urgent primary medical care services; and

5.2.2 only those Parties (or their representatives) set out at paragraph 3 of Schedule 5 may make decisions in relation to minor injury units services.

5.3 Each Party must:

5.3.1 participate in discussions at meetings of the UECN at which they are a member;

5.3.2 agree with other members of the relevant UECN two representatives ("**Lead Officers**") to represent that UECN at meetings of the JSCB;

5.3.3 ensure the relevant Lead Officers have considered all documentation and are fully prepared to discuss matters at meetings of the JSCB;

5.3.4 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 JSCB;

5.3.5 ensure its relevant Lead Officers engage with all other Lead Officers and attendees, if relevant, in matters related to this Agreement;

5.3.6 communicate openly and in a timely manner about concerns, issues or opportunities relating to this Agreement; and

5.3.7 respond promptly to all requests for, and promptly offer, information or proposals relevant to the operation of the Collaboration.

6. DECISION-MAKING ARRANGEMENTS

6.1 The Parties agree that, for matters relating to the Commissioning Contract and the achievement of the Objectives of the Collaborative, there are three different levels of decision-making (as set out in Schedule 6):

6.1.1 those decisions reserved to each Party ("**CCG Decisions**");

6.1.2 those decisions which are delegated by each Party to a Lead Officer acting in collaboration with the other Lead Officers ("**JSCB Decisions**"); and

6.1.3 those decisions which are delegated to the Lead Commissioner / Contractor by each Party ("**Lead Commissioner / Contractor Decisions**").

6.2 **CCG Decisions**

6.3 Each Party must ensure that the matters set out as CCG Decisions in Schedule 5 are reserved to the Party (or governing body or committee of the Party as appropriate).

6.4 The Parties agree that the Lead Commissioner / Contractor does not have delegated authority to make CCG Decisions. Each Party agrees that its Chief Finance Officer (or duly authorised alternative in their absence) shall be authorised to take CCG

Decisions on its behalf, in accordance with that Party's constitution and scheme of delegation.

6.5 Each Party shall put in place mechanisms to ensure CCG Decisions are notified to the Lead Commissioner / Contractor within 14 days of such CCG Decisions being taken for appropriate action to be taken in relation to the Commissioning Contract.

6.6 JSCB Decisions

6.7 The Parties acknowledge that:

6.7.1 the Parties are able to discuss matters related to Lead Officer Decisions at UECN meetings;

6.7.2 the Parties included in each UECN are set out in Schedule 1;

6.7.3 the Parties that are included in each UECN may send representatives to meetings of the UECN to represent that Party;

6.7.4 the Lead Officers take the recommendations of the Parties at UECNs to the JSCB to inform JSCB Decisions; and

6.7.5 the Lead Officers will consider the recommendations of UECNs at meetings of the JSCB in making JSCB Decisions as appropriate.

6.8 Each Party agrees:

6.8.1 that the relevant Lead Officers indicated in Schedule 3 represent that Party at meetings of the JSCB;

6.8.2 that the relevant Lead Officers indicated in Schedule 3 make JSCB Decisions on behalf of that Party at meetings of the JSCB; and

6.8.3 the role and terms of reference of the JSCB that are set out in Schedule 4.

6.9 Each Party must

6.9.1 ensure that the matters set out as JSCB Decisions in Schedule 6 are delegated effectively and lawfully to the relevant Lead Officers indicated in Schedule 3 such that the Lead Officers have the appropriate power to bind that Party in relation to JSCB Decisions made at meetings of the JSCB;

6.9.2 ensure that the Lead Officers are sufficiently appraised of the scope of the delegation by the relevant Party to the Lead Officers in relation to JSCB Decisions; and

6.9.3 ensure the Lead Officers are able to give and receive notices and other communications that relate to the Collaborative.

6.10 The Parties agree that:

6.10.1 the JSCB is not a joint committee of the Parties and does not have delegated authority to make decisions that bind the Parties; and

6.10.2 it is the relevant Lead Officers that makes JSCB Decisions which bind the Party represented by those Lead Officers; and

6.10.3 the Lead Commissioner / Contractor does not have delegated authority to make JSCB Decisions.

6.11 The Parties acknowledge that there needs to be unanimity across all Lead Officers in order for JSCB Decisions to be made in collaboration.

6.12 Where unanimity is not reached between the Lead Officers, the Parties agree that the matter may be referred to dispute resolution in accordance with Clause 12 (Dispute Resolution).

6.13 The Lead Officers shall agree mechanisms to ensure JSCB Decisions that are unanimously determined by the Lead Officers are notified to the Lead Commissioner / Contractor for appropriate action to be taken in relation to the Commissioning Contract.

6.14 **Lead Commissioner / Contractor Decisions**

6.15 Each Party must ensure that the matters set out as Lead Commissioner / Contractor Decisions in Schedule 6 are delegated effectively and lawfully to the Lead Commissioner / Contractor.

6.16 Subject to Clause 6.15, the Parties acknowledge that the Lead Commissioner / Contractor is able to:

6.16.1 make Lead Commissioner / Contractor Decisions and such decisions will bind all of the Parties;

6.16.2 take appropriate action under the Commissioning Contract in relation to Lead Commissioner / Contractor Decisions without reference to the Parties or the Lead Officers.

6.17 The Lead Commissioner / Contractor shall chair meetings of the Contract Management Board, through which the Provider shall be held to account (the terms of reference for which are set out in Schedule 5). The Contract Management Board shall not have any authority in and of itself to make decisions which bind the Parties; it is a forum in which:

6.17.1 Lead Commissioner / Contractor Decisions may be made and/or implemented by the Lead Commissioner / Contractor; and

6.17.2 JSCB Decisions and/or CCG Decisions may be implemented by the Lead Commissioner / Contractor.

7. INSPECTION

7.1 The Parties shall co-operate with any investigation undertaken by any Regulatory or Supervisory Body in respect of the Services.

8. COLLABORATIVE COSTS AND RESOURCES

8.1 The Parties agree that payments due under the Commissioning Contract shall be made in accordance with the provisions of the Commissioning Contract.

8.2 Each Party agrees to set aside £20,000 per year to reimburse costs incurred by the Lead Commissioner / Contractor associated with the purposes set out in Clause 8.3 and the costs associated with the purposes set out in the 999 Commissioning Contract.

8.3 The Lead Commissioner / Contractor shall be authorised by all Parties to agree and pay the following costs in respect of the Collaborative:

8.3.1 audit fees;

8.3.2 fees for consultancy fees including expenses;

8.3.3 booking of facilities for meetings of the JSCB; and

8.3.4 fees relating to initiatives and contributions to support the National Ambulance Commissioners Network.

8.4 The Lead Commissioner / Contractor shall pay such costs incurred as set out in Clause 8.3 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.

8.5 Staff costs associated with the management of the Commissioning Contract will be managed separately to the costs set out in Clause 8.3 and each Party agrees to pay their 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.

8.6 The Parties shall ensure prompt payment of their share of such costs set out in this Clause 8 to the Lead Commissioner / Contractor and in any event shall pay such shares within 30 days of receipt of a claim for payment from the Lead Commissioner / Contractor.

9. INDEMNITY

9.1 Nothing in this Agreement shall affect the liabilities of the Parties to the Service Users in respect of their Functions.

9.2 Each Party undertakes to indemnify each other Party against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses, whether arising in tort (including negligence) or as a result of default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of the indemnifying Party (or its employees, agents or sub-contractors), except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the indemnified Party or (or its employees, agents or sub-contractors).

9.3 Each Party shall ensure that it maintains appropriate insurance arrangements in respect of employer's liability, liability to third parties and all other potential liability under this Agreement.

10. VARIATION

10.1 If at any time during the term of this Agreement any Party requests in writing any Variation to this Agreement (which may include changes required as a result of a change in law), Clauses 10.4 to 10.8 shall apply.

10.2 If at any time during the term of this Agreement any Party requests in writing any variation to the Commissioning Contract, Clauses 10.10 to 10.14 shall apply.

10.3 **Variations to this Agreement**

10.4 The Party proposing the Variation shall provide a report in writing to the other Parties (the "**Variation Report**") setting out:

10.4.1 the Variation proposed;

10.4.2 the date upon which the Variation is to take effect;

10.4.3 a statement of the impact the Variation will have on, and any change required to, the Schedules;

10.4.4 a statement on the individual responsibilities of the Parties for any implementation of the Variation; and

10.4.5 details of any proposed staff and employment implications.

10.5 Following receipt by the receiving Parties of the Variation Report and allowing twenty (20) Working Days in which to consider the Variation Report, the Parties shall meet to discuss the proposed Variation and acting reasonably and in good faith shall use reasonable endeavours to agree the Variation.

10.6 Where the Parties are unable to agree on the terms of the Variation then any Party may refer the matter to dispute resolution under Clause 12 (Dispute Resolution).

10.7 All Variations made to this Agreement shall be agreed between the Parties. Such Variations to this Agreement are only to be effective if made in writing and signed by all the Parties.

10.8 Variations to this Agreement shall be appended to this Agreement at Schedule 6.

10.9 **Variations to the Commissioning Contract**

10.10 Where a variation to the Commissioning Contract is a Service Variation, the process set out in Schedule 7 shall be followed.

10.11 Where a variation to the Commissioning Contract is not a Service Variation, the process set out in Clauses 10.12 to 10.14 shall be followed

10.12 The Party proposing any variation to the Commissioning Contract shall provide a report in writing to the Lead Officers (the "**Commissioning Contract Variation Report**") setting out:

10.12.1 the variation proposed;

10.12.2 the date upon which the variation is to take effect; and

10.12.3 a statement on the individual responsibilities of the Parties for any implementation of the variation;

10.13 Following receipt by the receiving Lead Commissioner / Contractor of the Commissioning Contract Variation Report, the JSCB shall meet to hear the Lead Commissioner / Contractor's recommendations on the proposed variation and acting reasonably and in good faith shall use reasonable endeavours to agree the variation.

10.14 Where the variation is agreed by the JSCB, the Lead Commissioner / Contractor shall make the necessary arrangements to implement the variation in accordance with the relevant provisions of the Commissioning Contract.

11. NOTICES

11.1 Any notices to be given under this Agreement must be in writing and served on the Lead Officers either by hand, post, or e-mail to the address for that Lead Officer as set out in Schedule 3.

11.2 Notices:

11.2.1 by post will be effective upon the earlier of actual receipt, or five (5) Working Days after mailing;

11.2.2 by hand will be effective upon delivery;

11.2.3 by e-mail will be effective when sent in legible form subject to no automated response being received.

11.3 The Lead Officers shall circulate such notices as soon as reasonably practicable to the Parties they represent.

11.4 Any notices to be given under the Commissioning Contract shall be served in accordance with the provisions of the Commissioning Contract.

12. DISPUTE RESOLUTION

12.1 Where any dispute arises between the Parties (including the Lead Commissioner / Contractor) or where a decision of the JSCB is not unanimous, the Parties, through the relevant Lead Officers, must use their best endeavours to resolve that dispute on an informal basis at the next meeting of the JSCB.

12.2 Where any matter referred to dispute resolution is not resolved under Clause 12.1, any Lead Officer may request an emergency meeting of the JSCB and use their best endeavours to resolve that dispute on an informal basis.

12.3 If any dispute is not resolved under Clauses 12.1 and 12.2, any Party in dispute may refer the dispute to the Chief Officers of the relevant Parties, who will co-operate in

good faith to recommend a resolution to the dispute within ten (10) Working Days of the referral.

12.4 Where any dispute is not resolved under Clauses 12.1 to 12.3, 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.

13. JOINING THE COLLABORATIVE

Joining

13.1 A clinical commissioning group that wishes to join the Collaboration may do so, subject to:

13.1.1 that Party agreeing to be bound by the terms of this Agreement; and

13.1.2 the agreement of all the existing Parties.

13.2 If a clinical commissioning group becomes a Party to this Agreement, that clinical commissioning group must sign a memorandum of adherence in the form set out in Schedule 9.

13.3 The Parties agree that statutory successor bodies to any one or more of the Parties shall be deemed to be Parties to this Agreement and the agreement of the remaining Parties in accordance with Clause 13.1 is not required. For the avoidance of doubt, this includes an organisation formed as a result of a statutory merger of two or more Parties.

14. TERMINATION

14.1 Termination of this Agreement

14.2 The Parties may agree in writing at any time to terminate this Agreement from such date as may be agreed between the Parties.

14.3 Termination of a Defaulting Party

14.4 The remaining Parties acting in agreement may, at any time terminate a Defaulting Party's participation in the Agreement by notice in writing to the Defaulting Party where such default is not capable of remedy or, where capable of remedy, has not been remedied within two (2) weeks of the Defaulting Party receiving notification of such default.

14.5 Termination of a Party in relation to the Service

14.6 Where a Party terminates its participation in the Commissioning Contract, that Party's participation in this Agreement shall automatically terminate on the same date.

14.7 Termination of a Party's participation in the Agreement

14.8 Any Party may terminate its participation in this Agreement by giving the other Parties notice in writing if that Party's fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State, regulations or legislation issued or enacted after the Commencement Date.

14.9 Upon termination in accordance with Clauses 14.4 to 14.8, this Agreement shall partially terminate as between the remaining Parties and the Defaulting Party or Terminating Party (as the case may be) only. For the avoidance of doubt, this Agreement shall continue in force as between the remaining Parties notwithstanding any partial termination in respect of any one or more Parties and the remaining Parties shall effect such amendments to this Agreement as may be necessary in accordance with Clause 10 (Variation).

15. **CONSEQUENCES OF EXPIRY, TERMINATION OR PARTY LEAVING**

15.1 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 co-operate to ensure an orderly wind down of their joint activities as set out in this Agreement and the following provisions shall (unless agreed otherwise by the Parties) have effect:

15.1.1 each Party shall ensure or procure the continued provision of the Services related to its Functions;

15.1.2 insofar as it is necessary, each Party shall use its reasonable endeavours to arrange and ensure the novation of any relevant contracts which are necessary to be novated from an Exiting Party to a remaining Party who shall accept such novation.

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

16. **SURVIVAL**

16.1 The provisions of this Agreement which are expressly stated to survive its termination or expiry or which are intended by their nature to survive termination or expiry shall continue in force (including but not limited to Clauses 7, 8, 9, 12, 15, 16, 17, 18 and 28 together with those other Clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement.

16.2 Termination or expiry of this Agreement does not affect any accrued rights or remedies under this Agreement or any other agreement between the Parties.

17. **CONFIDENTIALITY**

17.1 Except as required by law and specifically pursuant to Clause 19 (Freedom of Information), each Party agrees at all times during the continuance of this Agreement and after its termination or expiry to keep confidential any and all information, data and material of any nature which that Party may receive or obtain in connection with the operation of this Agreement or otherwise relating in any way to the business, operations and activities of another Party, its employees, agents and/or any other person with whom it has dealings. For the avoidance of doubt this Clause shall not affect the rights of any workers under section 43 A-L of the Employment Rights Act 1996.

17.2 The Parties agree to provide or make available to each other sufficient information concerning their own operations and actions and concerning Service User information relating to users of the Services (including material affected by the DPA in force at the relevant time) to enable the efficient operation of the Collaborative.

18. **DATA PROTECTION**

18.1 The Parties acknowledge their respective duties under the DPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

18.2 To the extent that a Party is acting as a Data Processor (as such term is defined in the DPA) on behalf of one or more of the other Parties, that Party shall, in particular, but without limitation:

18.2.1 only process such Personal Data as is necessary to perform its obligations under this Agreement, and only in accordance with any instruction given by the other Party or Parties under this Agreement;

18.2.2 put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements in Clause 18.3.3 below, the state of technical development and the level of damages that may be

suffered by a Data Subject (as such term is defined in the DPA) whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;

18.2.3 take reasonable steps to ensure the reliability of employees who will have access to such Personal Data, and ensure that such employees are aware of and trained in the policies and procedures identified in Clauses 18.3.4, 18.3.5 and 18.3.6 below; and

18.2.4 not cause or allow such Personal Data to be transferred outside the European Economic Area without the prior consent of the other Party or Parties (as relevant).

18.3 The Parties shall ensure that Personal Data is safeguarded at all times in accordance with the DPA and other relevant data protection legislation, which shall include without limitation the obligation to:

18.3.1 perform an annual information governance self-assessment;

18.3.2 have an information guardian able to communicate with the other Parties, who will take the lead for information governance and from whom the other Parties shall receive regular reports on information governance matters including details of all data loss and confidentiality breaches;

18.3.3 (where transferred electronically) only transfer essential data that is (i) necessary for direct care of users of the Services; and (ii) encrypted to the higher of the international data encryption standards for healthcare and the National Standards (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes);

18.3.4 have policies which are rigorously applied that describe individual personal responsibilities for handling Personal Data;

18.3.5 have agreed protocols for sharing Personal Data with other NHS organisations and non-NHS organisations; and

18.3.6 have a system in place and a policy for the recording of any telephone calls, where appropriate, in relation to the Services, including the retention and disposal of such recordings.

19. FREEDOM OF INFORMATION

19.1 Each Party acknowledges that the other Parties are subject to the requirements of the FOIA 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.

19.2 Where a Party receives a "request for information" (as defined in the FOIA) in relation to information which it is holding on behalf of another Party, it shall (and shall procure that its sub-contractors shall):

19.2.1 transfer the request for information to the other Party as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information;

19.2.2 provide the other Party with a copy of all information in its possession or power in the form that the other Party requires within five (5) Working Days (or such other period as may be agreed) of the other Party requesting that information; and

19.2.3 provide all necessary assistance as reasonably requested to enable the other Party to respond to the request for information within the time for compliance set out in section 10 of the FOIA.

19.3 Where a Party receives a request for information which relates to the Agreement, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information.

19.4 If any Party determines that information must be disclosed pursuant to Clause 19.3, it shall notify the other Parties of that decision at least two (2) Working Days before disclosure.

19.5 Each Party shall be responsible for determining at its absolute discretion whether the relevant information is exempt from disclosure or is to be disclosed in response to a request for information.

19.6 Each Party acknowledges that the other Parties may be obliged under the FOIA to disclose information:

19.6.1 without consulting with the other Parties; or

19.6.2 following consultation with the other Parties and having taken their views into account.

20. STATUS

20.1 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.

20.2 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.

20.3 Save as specifically authorised under the terms of this Agreement, a Party shall not hold itself out as the agent of any other Party.

21. ASSIGNMENT AND SUB-CONTRACTING

21.1 This Agreement, and any right and conditions contained in it, may not be assigned or transferred by any Party without the prior written consent of the other Parties, except to any statutory successor to the relevant function.

22. THIRD PARTY RIGHTS

22.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Parties to this Agreement do not intend that any third party should have any rights in respect of this Agreement by virtue of that Act.

23. COMPLAINTS

23.1 Any complaints relating to a Party's Functions shall be dealt with in accordance with the statutory complaints procedure of that Party.

23.2 Insofar as any complaint may relate to the content of this Agreement such complaints shall be referred to the meetings of the JSCB. The Parties shall co-operate as to the resolution of complaints.

23.3 In the event that a complaint arises about the Commissioning Contract, that complaint should be dealt with in accordance with the procedure set out in the Commissioning Contract.

24. ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

25. **SEVERABILITY**

25.1 If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

26. **WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. **COSTS AND EXPENSES**

27.1 Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

28. **GOVERNING LAW AND JURISDICTION**

28.1 This Agreement shall be governed by and construed in accordance with English Law and, subject to Clauses 12 (Dispute Resolution) and 20.1 (Status), the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

29. **FAIR DEALINGS**

The Parties recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that if in the course of the performance of this Agreement, unfairness to any of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

30. **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 Parties shall constitute a full original of this Agreement for all purposes.

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

NHS EAST RIDING OF YORKSHIRE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HULL

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS VALE OF YORK

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HAMBLETON, RICHMONDSHIRE AND

WHITBY CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HARROGATE AND RURAL DISTRICT

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS SCARBOROUGH AND RYEDALE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS WAKEFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS NORTH

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS SOUTH AND EAST

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS WEST

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 NORTH KIRKLEES

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS GREATER HUDDERSFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS AIREDALE, WHARFEDALE AND

CRAVEN CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS CALDERDALE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS SHEFFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS BARNSLEY

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS ROTHERHAM

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS DONCASTER

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS BASSETLAW

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS NORTH LINCOLNSHIRE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS NORTH EAST LINCOLNSHIRE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

SCHEDULE 1

PRINCIPLES OF THE COLLABORATION

1. Principles of the Collaboration

1.1. In performing their respective obligations under this Agreement, the Parties must:

1.1.1. act in the best interests of patients and the public;

1.1.2. at all times act in good faith towards each other;

1.1.3. collaborate and co-operate to work towards ensuring that the commissioning ambitions and intentions of each of the Parties are met with the aim of achieving fairness and equity between the Parties as to the costs and quality of the Services provided;

1.1.4. act in a timely manner and recognise the time-critical nature of the Commissioning Contract and respond accordingly to requests for support;

1.1.5. be accountable by taking on, managing and accounting to the other Parties for the performance of their respective roles and responsibilities set out in this Agreement;

1.1.6. learn from best practice of other commissioning organisations and seek to develop as a collaborative to achieve the full potential of the relationship;

1.1.7. share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

1.1.8. adopt a positive outlook and behave in a positive, proactive manner;

1.1.9. act in an inclusive manner with regards to collaboration;

1.1.10. adhere to statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information;

1.1.11. manage internal and external stakeholders effectively;

1.1.12. work toward a reduction in health inequality and improvement in health and well-being;

1.1.13. focus on quality;

1.1.14. seek best value for money, productivity and effectiveness;

1.1.15. develop towards a level of commissioning that is equal to best international practice; and promote innovation.

SCHEDULE 2

OBJECTIVES

1. Objectives

1.1. The further objectives of the Collaborative in relation to the Services are to:

1.1.1. regulate the respective rights and duties of the Parties in relation to the Commissioning Contract, in particular:

(a) the sharing of liabilities arising from a breach of, or any costs payable in terms of, the Commissioning Contract;

(b) compensating the Lead Commissioner / Contractor for the costs or liabilities incurred by the Lead Commissioner / Contractor in relation to the Commissioning Contract;

1.1.2. manage the performance of the Commissioning Contract by the Provider generally and, in particular, ensure that the Provider's performance is closely monitored so that the Services are provided to the specifications and service levels contained in the Commissioning Contract;

1.1.3. co-ordinate the respective requirements of the Parties for the Services;

1.1.4. act collaboratively in the planning, securing and monitoring of the Services so as to:

(c) plan (including needs assessment), procure and performance monitor services (as defined and agreed by the Parties) to meet the health needs of the local population;

(d) undertake reviews of the Services, manage the introduction of new services, drugs and technologies and oversee the implementation of NICE and/or other national guidance or standards relating to the Services;

(e) agree the range of the Services;

(f) conduct market management and service design;

(g) provide a coordinated approach to commissioning input to clinical networks, local commissioning fora and partnerships;

(h) engage with patients and service users and their carers and families;

(i) monitor and review the effectiveness of the Collaborative;

(j) set quality standards;

(k) design demand management processes;

(l) obtain best performance, quality and value from the Services by assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);

(m) ensure the Services meet patients' rights under the NHS Constitution including Service User booking, patient choice and waiting time standards;

(n) ensure the Services are reviewed for cost effectiveness and represent best value for money;

(o) from time to time negotiate and agree variations of specifications and contract terms;

(p) co-ordinate and plan for demand, financial and investment needs of the Parties during the life of the Commissioning Contract;

(q) implement in-year financial adjustments required under the Commissioning Contract with the Provider, and consequential adjustments between the Parties;

(r) carry out annual or other reviews with the Provider, as required under the Commissioning Contract;

(s) agree referral, discharge and other protocols with the Provider under the Commissioning Contract;

(t) establish the arrangements for managing the day to day contact in the Commissioning Contract;

(u) co-ordinate the Parties' proposals for, and plan with the Provider, the development of the Services and undertake or commission related research;

(v) monitor and control disclosure of NHS confidential information to the Providers, and use of the Provider's confidential information by the Parties and within the NHS, as required by Law or the Commissioning Contract;

(w) co-ordinate proposals of the Parties to move provision of the Services from the Provider to others as part of service or pathway reconfiguration;

(x) participate in and monitor clinical networks;

(y) deliver the 111 strategy;

(z) enable the Parties to have a strategic view of key relevant issues impacting across respective populations to ensure a clear focus on patient and health outcomes;

(aa) enable robust working relationships between the Parties and the Provider and share early thinking on key issues;

(bb) ensure that the cumulative impacts of service reviews/development are identified and managed;

(cc) enable the benefit of working together on achieving best value for money and optimising productivity and efficiency;

(dd) establish any links and/or reporting networks with other patient care commissioning groups, as may from time to time be convenient;

(ee) participate in Quality Surveillance and Assurance Groups;

(ff) provide management information to the Parties on both the cumulative overview and each Party's local perspective;

(gg) establish clear reporting and escalation protocols regarding quality, safety and performance issues for each Party and review these on a regular basis;

(hh) work within the Quality Surveillance principles and processes; and

(ii) work towards adopting a joint committee approach to collaborative commissioning of the Services by October 2016.

SCHEDULE 3

UECNS AND LEAD OFFICERS

1. Parties

1.1. The table below sets out:

1.1.1. the UECNs;

1.1.2. the relevant Lead Officers (and contact details of the Lead Officers) for each UECN; and

1.1.3. the Parties (and address of the principal office of the Parties) that are included in each UECN and represented by the Lead Officers:

UECN	**Lead Officers**	**Contact details of Lead Officers**	**Party**	**Address of principal office of Party**
North Yorkshire, York and Humber	[insert] [insert]	Name: [insert] Tel: [insert] Email: [insert] Address: [insert] Name: [insert] Tel: [insert] Email: [insert] Address: [insert]	NHS East Riding of Yorkshire Clinical Commissioning Group ("**East Riding of Yorkshire CCG**")	Health House, Grange Park Lane, Willerby, East Yorkshire, HU10 6DT
			NHS Hull Clinical Commissioning Group ("**Hull CCG**")	2nd Floor, Wilberforce Court, Alfred Gelder Street, Hull, HU1 1UY
			NHS Vale of York Clinical Commissioning Group ("**Vale of York CCG**")	West Offices, Station Rise, York, YO1 6GA
			NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group ("**Hambleton, Richmondshire and Whitby CCG**")	Hambleton District Council, Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU
			NHS Harrogate and Rural District Clinical Commissioning Group ("**Harrogate and Rural District CCG**")	1 Grimbald Crag Court, St James Business Park, Knaresborough, North Yorkshire, HG5 8QB
			NHS Scarborough and Ryedale Clinical Commissioning Group **("Scarborough and Ryedale CCG**")	Scarborough Town Hall, St Nicholas Street, Scarborough, North Yorkshire, YO11 2HG
			NHS North Lincolnshire Clinical Commissioning Group	The Health Place, Wrawby Road, Brigg, South Humberside,

			("**North Lincolnshire CCG**")	DN20 8GS
			NHS North East Lincolnshire Clinical Commissioning Group ("**North East Lincolnshire CCG**")	Athena Building & Olympia House, Saxon Court, Gilbey Road, Grimsby, South Humberside, DN31 2UJ
South Yorkshire	[insert] [insert]	Name: [insert] Tel: [insert] Email:[insert] Address: [insert] Name: [insert] Tel: [insert] Email: [insert] Address: [insert]	NHS Sheffield Clinical Commissioning Group ("**Sheffield CCG**")	722 Prince of Wales Road, Darnall, Sheffield, South Yorkshire, S9 4EU
			NHS Barnsley Clinical Commissioning Group ("**Barnsley CCG**")	Hillder House, 49-51 Gawber Road, Barnsley, South Yorkshire, S75 2PY
			NHS Rotherham Clinical Commissioning Group ("**Rotherham CCG**")	Oak House, Moorhead Way, Bramley, Rotherham, South Yorkshire, S66 1YY
			NHS Doncaster Clinical Commissioning Group ("**Doncaster CCG**")	Sovereign House, Heavens Walk, Doncaster, South Yorkshire, DN4 5HZ
			NHS Bassetlaw Clinical Commissioning Group ("**Bassetlaw CCG**")	Retford Hospital, North Road, Retford, Nottinghamshire, DN22 7XF
West Yorkshire	[insert] [insert]	Name: [insert] Tel: [insert] Email: [insert] Address: [insert] Name: [insert] Tel: [insert] Email: [insert] Address: [insert]	NHS Wakefield Clinical Commissioning Group ("**Wakefield CCG**")	White Rose House, West Parade, Wakefield, West Yorkshire, WF1 1LT
			NHS Leeds North Clinical Commissioning Group ("**Leeds North CCG**")	Leafield House, 107-109 King Lane, Leeds, West Yorkshire, LS17 5BP
			NHS Leeds South and East Clinical Commissioning Group ("**Leeds South and East CCG**")	3200 Century Way, Thorpe Park, Leeds, West Yorkshire, LS15 8ZB
			NHS Leeds West Clinical Commissioning Group ("**Leeds West CCG**")	Suites 2-4, Wira House, Wira Business Park, Leeds, West Yorkshire, LS16 6EB
			NHS Bradford City Clinical Commissioning Group	Douglas Mill, Bowling Old Lane, Bradford, West Yorkshire, BD5

			"**Bradford City CCG**")	7JR
			NHS Bradford Districts Clinical Commissioning Group ("**Bradford Districts CCG**")	Douglas Mill, Bowling Old Lane, Bradford, West Yorkshire, BD5 7JR
			NHS North Kirklees Clinical Commissioning Group ("**North Kirklees CCG**")	4th Floor, Empire House, Wakefield Old Road, Dewsbury, West Yorkshire, WF12 8DJ
			NHS Greater Huddersfield Clinical Commissioning Group ("**Greater Huddersfield CCG**")	Broad Lea House, Dyson Wood Way, Bradley, Huddersfield, West Yorkshire, HD2 1GZ
			NHS Airedale, Wharfedale and Craven Clinical Commissioning Group ("**Airedale, Wharfedale and Craven CCG**")	Millennium Business Park, Station Road, Steeton, West Yorkshire, BD20 6RB
			NHS Calderdale Clinical Commissioning Group ("**Calderdale CCG**")	5th Floor, F Mill, Dean Clough Mills, Halifax, West Yorkshire, HX3 5AX

SCHEDULE 4

JSCB – ROLE AND TERMS OF REFERENCE

1. Role of the JSCB

1.1. The primary role of the JSCB shall be to determine transformational decisions regarding the Services, including:

1.1.1. the range of services to be commissioned from the Provider;

1.1.2. how the Services are to be commissioned;

1.1.3. the medium to long term planning for the integration of the Service; and

1.1.4. 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.

1.2. Patient transport services are excluded from the remit of the JSCB.

2. Terms of References of the JSCB

Frequency and types of meetings

2.1. Meetings shall be held as and when required by the Lead Officers; usually quarterly.

2.2. Meetings may be held by telephone or video-conference. Members may participate (and count towards quorum) in a face-to-face meeting via telephone.

2.3. The Chair shall set the agenda and arrange for the circulation of any papers to be considered at least five Working Days prior to the meeting.

Members

2.4. The Lead Officers (two people nominated by each Urgent and Emergency Care Network in accordance with Clause 5.1.2) shall be members of the JSCB.

2.5. In addition, if either of the two Chief Officers of the two Lead Commissioner / Contractors (for 999 Services and 111 Services respectively) are not appointed as Lead Officers they will be a non-voting member of the JSCB.

Appointed By:	**Name:**	**Title:**
North Yorkshire and York and Humber Urgent and Emergency Care Network		
North Yorkshire and York and Humber Urgent and		

Emergency Care Network		
South Yorkshire Urgent and Emergency Care Network		
South Yorkshire Urgent and Emergency Care Network		
West Yorkshire Urgent and Emergency Care Network		
West Yorkshire Urgent and Emergency Care Network		

Quorum

2.6. Meetings shall be quorate when all Lead Officers and the Chair are present.

2.7. In circumstances where a Lead Officer be 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 UECN may send to a meeting of the JSCB 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.

Attendees

2.8. The following representatives from the Parties may be invited to meetings:

2.8.1. Director with responsibility for Clinical Quality, NHS Wakefield CCG (Lead Commissioner / Contractor 999) or named deputy; and

2.8.2. Director with responsibility for Clinical Quality, NHS Greater Huddersfield CCG (Lead Commissioner / Contractor 111) or named deputy.

2.9. The following representatives from the Provider may be invited to attend:

2.9.1. Chief Executive Officer;

2.9.2. Director – Business Development; and

2.9.3. Associate Medical Director (Vanguard Lead).

2.10. Other persons may be invited to attend by the Chair of the JSCB or agreed by all Lead Officers.

2.11. No such persons invited to attend meetings shall be able to vote on a matter.

Voting

2.12. Each two Lead Officers from each UECN shall have one vote between them.

2.13. If the Chief Officers of the two Lead Commissioner / Contractors are members of the JSCB (but not Lead Officers) then they will not have a vote.

2.14. The Parties acknowledge that there needs to be unanimity across all Lead Officers in order for JSCB Decisions to be determined.

2.15. Where unanimity is not reached, the Parties agree that the matter will be referred to dispute resolution.

Chair

2.16. The JSCB will appoint one of the Lead Officers to act as Chair. In addition the JSCB will appoint one of the Lead Officers to act as Deputy Chair.

2.17. The Chair shall ensure that administrative support and advice is provided to the JSCB including but not limited to:

2.17.1. taking of the minutes and keeping a record of matters arising and issues to be carried forward;

2.17.2. maintaining a register of interests for the JSCB (Lead Officers); and

2.17.3. advising the Lead Officers and attendees if relevant as appropriate on best practice, national guidance and other relevant documents.

2.17.4. Duties

2.18. The JSCB will:

2.18.1. make JSCB Decisions;

2.18.2. undertake actions as set out in this Agreement; and

2.18.3. undertake the actions set out in paragraph 2.19 below to support the making of JSCB Decisions.

2.19. In accordance with this Agreement the JSCB will undertake the following actions:

Transformation

2.19.1. 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 Sustainability and Transformation Plan respective commissioning intentions and ambitions;

2.19.2. 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;

2.19.3. Ensure that strategic intent agreed by the CCGs in Yorkshire and the Humber is captured and reflected contractually; and

2.19.4. Consider different delivery models to seek to provide equity of performance across both urban and rural area.

Commissioning Contract

2.19.5. Ratify variations to the Commissioning Contract (excluding variations that only affect a single Party);

2.19.6. Agree communications activity relating to matters governed by the Commissioning Contract;

2.19.7. Resolve issues in dispute between the Parties and issues in dispute between the Parties and the Provider (excluding issues that relates to only a single Party);

2.19.8. Approve proposals for CQUIN indicators; and,

2.19.9. Agree actions if concerns are identified about actual and contracted activity levels.

Finance

2.19.10. Decisions regarding finance and investment will ordinarily be made by each Party's Chief Finance Officer in accordance with its constitution (and as set out in Schedule 6 (Scheme of Delegation) of this Agreement).

Sub-groups

2.19.11. There shall be one sub-group, the Hear, See and Treat Board. The JSCB shall decide from time to time the membership of the Hear, See and Treat Board.

Conflicts of Interest

2.20. Each Lead Officer must abide by the conflicts of interest policy maintained by Wakefield CCG (the "Policy"), together with NHS England statutory guidance on managing conflicts of interest (the "Guidance"). If there is any conflict between the Policy and the Guidance then the provisions of the Guidance shall take precedence.

2.21. A register of interests for the JSCB Lead Officers will be maintained.

2.22. Where any Lead Officer or attendee has an actual or potential conflict of interest in relation to any matter under consideration at any meeting, the Chair (in their discretion) shall decide, having regard to the nature of the potential or actual conflict of interest, the Policy and the Guidance, whether or not that Lead Officer or attendee may participate in the discussion and/or vote, if relevant, in meetings (or parts of meetings) in which the relevant matter is discussed.

Relationship with the Parties

2.23. Minutes of meetings of the JSCB shall be sent to:

2.23.1. the Chair of each UECN for onward dissemination as appropriate; and

2.23.2. the Accountable Officer for every CCG for onward dissemination as appropriate.

Review

2.24. These terms of reference shall be reviewed by the JSCB at least annually.

SCHEDULE 5

LEAD COMMISSIONER / CONTRACTOR ROLE

1. Role of the Lead Commissioner / Contractor

1.1. The Lead Commissioner / Contractor's role is to take Lead Commissioner / Contractor Decisions as detailed in Schedule 6 (Scheme of Delegation) on behalf of each of the Parties. The Lead Commissioner / Contractor Decisions will focus on transactional and contract management matters in relation to the Commissioning Contract, whereas the JSCB Decisions will focus on transformational and service redesign matters in respect of the Services as a whole, including the 999 Services.

1.2. In line with Schedule 6 (Scheme of Delegation), the Lead Commissioner / Contractor, will manage and maintain the Commissioning Contract, including in respect of quality standards, observance of service specifications, and monitoring of activity and finance, so as to obtain best performance, quality and value from the Services on behalf of the Parties. The Lead Commissioner / Contractor will act reasonably in undertaking its role and have regard to guidance from the JSCB as appropriate in exercising its delegated authority under this Agreement.

1.3. In performing its role, the Lead Commissioner / Contractor shall act reasonably and comply with the principles set out in Schedule 1, and aim to achieve the objectives set out in Schedule 2. The Lead Commissioner / Contractor shall chair the Contract Management Board, which shall be the primary mechanism through which the Lead Commissioner / Contractor will hold the Provider to account on behalf of the Parties and enact Lead Commissioner / Contractor Decisions, CCG Decisions and JSCB Decisions.

SCHEDULE 6

SCHEME OF DELEGATION

1. Introduction

1.1. Each Party must ensure that the matters below are properly delegated in accordance with the NHS Act 2006 and each Party's constitution and internal procedures.

1.2. The Parties acknowledge that the NHS Act 2006:

1.2.1. allows a CCG to delegate the exercise of functions of the CCG to the Governing Body;

1.2.2. does not allow a CCG to delegate the exercise of function of the CCG to a person employed by another CCG; and

1.2.3. allows the exercise of the functions of the Governing Body (which includes functions of the CCG delegated to the Governing Body) to be delegated to an individual of a description specified in its constitution.

1.3. The Parties acknowledge that the effect of paragraph 1.2 is that a Party cannot delegate authority to exercise JSCB Decisions that relate to functions of the Party (that are not delegated to the Governing Body) to the relevant Lead Officer if that Lead Officer is not an employee of that Party.

1.4. Where the relevant Lead Officer is an employee of a Party, that Party will ensure that the JSCB Decisions are delegated to that person.

1.5. Where the relevant Lead Officer is not an employee of that Party, that Party will ensure that:

1.5.1. the functions being exercised by the Lead Officers are functions of the party but have been delegated to that Party's Governing Body;

1.5.2. the Party's Governing Body delegates the exercise of the functions referred to in paragraph 1.5.1 to the relevant Lead Officer; and

1.5.3. the Party's constitution specifies a description of individuals that includes the relevant Lead Officer.

2. Urgent Primary medical Care Services

2.1. The following Parties commission urgent primary medical care services:

2.1.1. Wakefield CCG;

2.1.2. Leeds North CCG;

2.1.3. Leeds South and East CCG;

2.1.4. Leeds West CCG;

2.1.5. Bradford City CCG;

2.1.6. Bradford Districts CCG;

2.1.7. North Kirklees CCG;

2.1.8. Greater Huddersfield CCG;

2.1.9. Airedale, Wharfedale and Craven CCG; and

2.1.10. Calderdale CCG.

3. Minor Injury units services

3.1. The following Parties commission minor injury units services:

3.1.1. Leeds North CCG;

3.1.2. Leeds South and East CCG; and

3.1.3. Leeds West CCG.

4. CCG Decisions

4.1. The table below sets out the matters that the Parties have agreed are CCG Decisions which are reserved to each Party. The Parties agree that CCG Decisions will ordinarily be made by each Party's Chief Finance Officer in accordance with its constitution.

Finance	Contractual
Negotiate and recommend the Finance schedule for 16-17 contract	Ratify variations to the Commissioning Contract that only affect that Party
Agree the re-investment of in year contractual penalties (financial) in terms of spend and reasons for spend	Resolve issues between the Party and the Provider that do not impact on any other Party
Additional in year investment from CCGs	Final approval of the terms of the following year's Commissioning Contract

5. JSCB Decisions

5.1. The table below sets out the matters that the Parties have agreed are JSCB Decisions which are delegated to each Party's Lead Officers. To avoid doubt, JSCB Decisions can be made by the relevant Lead Officers without reference back to each Party.

5.2. The financial limit for JSCB Decisions will be in total no greater than £200 million per financial year.

Transformational	Contractual
Agree the range of services to be commissioned from the Provider and how they are to be commissioned	Ratify variations to the Commissioning Contract (excluding variations that only affect a single Party)
Agree medium to long term planning for the integration of the Service	Agree communications activity relating to matters governed by the Commissioning Contract
Consider and recommend service	Resolve issues in dispute between the

redesign proposals 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 UECN Delivery Plans	Parties and issues in dispute between the Parties and the Provider (excluding issues that relates to only a single Party)
	Approve proposals for CQUIN indicators
	Agree actions if concerns are identified about actual and contracted activity levels

5.3. The Lead Officers shall also take the following actions and make the following decisions relating to matters about the Agreement:

5.3.1. consideration of Variation Reports and agreeing such variations;

5.3.2. consideration and agreeing the joining of a clinical commissioning group to the Collaborative in accordance with Clause 13 (Joining the Collaborative);

5.3.3. termination of the Agreement or terminating a Defaulting Party's participation in the Agreement in accordance with Clause 14 (Termination);

5.3.4. consideration of, and agreeing resolutions to, any complaint relating to the content of this Agreement in accordance with Clause 23 (Complaints);

5.3.5. development and communication; and

5.3.6. engagement events.

6. Lead Commissioner / Contractor Decisions

6.1. The table below sets out the matters that the Parties have agreed are Lead Commissioner / Contractor Decisions which are delegated to the Lead Commissioner / Contractor. To avoid doubt, Lead Commissioner / Contractor Decisions can be made by the Lead Commissioner / Contractor without reference back to each Party or to the Lead Officers.

6.2. The financial limit for Lead Commissioner / Contractor Decisions will be set at: £2 million per financial year for SR monies and £5 million per financial year for CQUIN payments.

Finance	Quality	Contractual
Award of additional central funding investment eg 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	Liaison with CQC/TDA	Liaison with TDA

contracting support		
	Quality schedules for each contract eg 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 7

VARIATIONS TO THIS AGREEMENT

SCHEDULE 8

SERVICE VARIATION PROCESS

1. Introduction

This Schedule sets out the process in relation to Service Variations that may be made to the Commissioning Contract.

2. Background

Through discussion with the Parties' Chief Officers and the Provider, it has been identified that there is a risk related to an individual Party or some of the Parties looking to substantially change or decommission service elements from within the Commissioning Contract. It was noted that a process was required in order to mitigate this risk and manage proposed Service Variations in a controlled way that minimises the impact on the Collaborative and wider services.

3. Process

3.1. The proposing Party must send a Variation Proposal (in the form of the Variation Proposal template set out at Annex 1 to this Schedule 8) to the Lead Commissioner / Contractor which shall forward it to the Lead Officers.

3.2. The Lead Officers will discuss the appropriateness of the wording and may make amendments as appropriate.

3.3. The Lead Officers may sign and serve the variation Proposal on the Provider in accordance with the terms of the Commissioning Contract or may require the Lead Commissioner / Contractor to sign and serve the Variation Proposal on the Provider.

3.4. The Provider will provide a response to the Variation Proposal within 10 Working Days to the Lead Commissioner / Contractor who shall circulate the response to the Lead Officers.

3.5. The Lead Officers (and the Provider, if necessary) shall consider the impact of the Variation Proposal and the response and, taking into account the nature of the matter and the potential impact on the Parties, determine whether:

3.5.1. to refer the variation to a Check and Challenge Meeting; or

3.5.2. the Lead Officers have delegated authority to approve the variation without referring the matter to the Parties.

3.6. Where the Lead Officers have delegated authority to approve the variation without referring the matter to the Parties pursuant to paragraph 3.5.2 the Lead Officers may approve the variation.

3.7. Where the variation is approved in accordance with paragraph 6 the Lead Officer may make such arrangements as necessary to notify formal acceptance of the variation to the Provider or may instruct the Lead Commissioner / Contractor to do so.

3.8. Where the Provider proposes a variation to the Commissioning Contract to the Lead Commissioner / Contractor or a Lead Officer, the recipient shall circulate copies to all Lead Officers who shall determine which action under paragraphs 3.5.1 to 3.5.2 above to take.

Check and Challenge Meetings

3.9. Where a matter is referred to a Check and Challenge Meeting, the persons in attendance shall meet within 20 Working Days of the receipt of the Provider's response or the receipt of the Provider's proposed variation to:

3.9.1. review and discuss the impact of the variation and/or any response;

3.9.2. consider the scale of the impact in terms of the Parties affected;

3.9.3. ensure that impacts are quantified and understood as much as possible and where possible they are jointly agreed between the Provider and the relevant Parties;

3.9.4. recommend agreement on the acceptability of the variation or clearly identify reasons agreement cannot be recommended;

3.9.5. if agreement is recommended, identify the appropriate decision making level to recommend whether to accept or reject the variation;

3.9.6. if agreement is not recommended, escalate the variation to the JSCB or identify any additional analysis that is required to provide further assurance agreeing clear timescales and ownership for delivery; and

3.9.7. where such additional analysis is provided, consider whether it provides further assurance and determine the appropriate action under this paragraph 3.9.

3.10. Check and Challenge meetings shall be called when required and shall be attended by:

3.10.1. 111 Contract Manager (who shall be Chair);

3.10.2. representative(s) from the proposing Party (if relevant);

3.10.3. representative(s) from the Provider;

3.10.4. the 111 Finance Manager; and

3.10.5. Lead Officer(s) from the UECN that include any Party affected by the variation.

3.11. The Check and Challenge Meeting attendees shall ensure that:

3.11.1. where agreement is recommended, the appropriate persons at the appropriate decision making levels are made aware of the Check and Challenge meetings considerations; or

3.11.2. where agreement is not recommended and escalation is required, that the matter is escalated to the JSCB.

Decision making levels

3.12. The appropriate decision making levels are:

3.12.1. the individual Parties (and such decisions will be CCG Decisions);

3.12.2. the Parties that make up one or more UECNs (and such decisions will be JSCB Decisions made by the appropriate Lead Officers); and

3.12.3. where the variation affects all Parties, the JSCB (and such decisions will be JSCB Decisions).

3.13. Where a variation is agreed pursuant to paragraph 3.12, the Lead Commissioner / Contractor will be notified and shall make such arrangements as necessary to notify formal acceptance of the variation.

3.14. Where a variation is not agreed, the matter shall be referred to dispute resolution.

ANNEX 1

SERVICE VARIATION PROPOSAL TEMPLATE

VARIATION PROPOSAL

Contract/Variation Reference:

Proposed by: Co-ordinating Commissioner on behalf of the NHS CB/Co-ordinating Commissioner on behalf of the Commissioners/Provider (delete as applicable)

Date of Proposal:

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

1. The Proposer proposes the Variation summarised below:

[and reflected in the revised draft Particulars and/or Service Conditions bearing the contract reference and variation number set out above and/or the revised General Conditions updated [ ] and/or the attached draft [insert title and reference of document]. (*delete/complete as appropriate*)]

2. The Proposer requires the proposed Variation to take effect on [ ].

3. The Proposer requires the Recipient to respond to this Variation Proposal in writing within 10 Operational Days, setting out whether:

   - it accepts the proposed Variation; and/or
   - it has any concerns with the contents of this Variation Proposal,

   and any other comments it may have in relation to the proposed Variation.

SIGNED by ……..
Signature

[INSERT AUTHORISED SIGNATORY'S NAME]
for and on behalf of [CO-ORDINATING COMMISSIONER/PROVIDER]

…….
Title

SCHEDULE 9

MEMORANDUM OF ADHERENCE

Dated _____

MEMORANDUM OF ADHERENCE

FOR THE

COLLABORATIVE COMMISSIONING OF 111 SERVICES

BETWEEN

CLINICAL COMMISSIONING GROUPS

THIS MEMORANDUM is dated is dated the day of 2016

BETWEEN

(1) [insert name of CCG] whose principal office is at [insert principal office address] ("**New Party"**) and

(2) The clinical commissioning groups named in the Schedule as the existing parties in the collaborative commissioning arrangements ("**Existing Parties"**).

BACKGROUND

(A) This memorandum is entered into under Clause [insert number] of a memorandum of understanding dated [insert date], made between Existing Parties setting out the terms for operating the collaborative commissioning of 111 services as amended from time to time (the "**MOU"**).

(B) The New Party wishes to join the MOU.

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

Words and expressions used in this memorandum shall, unless the context expressly requires otherwise, have the meaning given to them in the MOU. The **Effective Date** means the date of this memorandum.

2. **CONFIRMATION AND UNDERTAKING**

The New Party confirms that it has been supplied with a copy of the MOU. The New Party and each of the Existing Parties undertake with each other that, from the Effective Date, the New Party shall assume all of the rights and obligations under the MOU and shall observe, perform and be bound by the provisions of the MOU that contain obligations on the parties to the MOU as though the New Party was an original party to the MOU.

3. **COUNTERPARTS**

This memorandum may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

4. **GOVERNING LAW AND JURISDICTION**

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

4.2 This memorandum shall be governed by and construed in accordance with English Law and, subject to Clauses 4.1, the New Party and the Existing Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this memorandum.

This document has been signed and takes effect on the date stated at the beginning of it.

[INSERT NEW PARTY NAME]

AUTHORISED OFFICER **Date**

NHS EAST RIDING OF YORKSHIRE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HULL

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS VALE OF YORK

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HAMBLETON, RICHMONDSHIRE AND

WHITBY CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HARROGATE AND RURAL DISTRICT

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS SCARBOROUGH AND RYEDALE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS WAKEFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS NORTH

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS SOUTH AND EAST

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS WEST

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 NORTH KIRKLEES

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS GREATER HUDDERSFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS AIREDALE, WHARFEDALE AND

CRAVEN CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS CALDERDALE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS SHEFFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS BARNSLEY

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS ROTHERHAM

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS DONCASTER

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS BASSETLAW

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS NORTH LINCOLNSHIRE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS NORTH EAST LINCOLNSHIRE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

SCHEDULE 10

EXISTING PARTIES

Party	Address of principal office of Party
NHS East Riding of Yorkshire Clinical Commissioning Group	Health House, Grange Park Lane, Willerby, East Yorkshire, HU10 6DT
NHS Hull Clinical Commissioning Group	2nd Floor, Wilberforce Court, Alfred Gelder Street, Hull, HU1 1UY
NHS Vale of York Clinical Commissioning Group	West Offices, Station Rise, York, YO1 6GA
NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group	Hambleton District Council, Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU
NHS Harrogate and Rural District Clinical Commissioning Group	1 Grimbald Crag Court, St James Business Park, Knaresborough, North Yorkshire, HG5 8QB
NHS Scarborough and Ryedale Clinical Commissioning Group	Scarborough Town Hall, St Nicholas Street, Scarborough, North Yorkshire, YO11 2HG
NHS Sheffield Clinical Commissioning Group	722 Prince of Wales Road, Darnall, Sheffield, South Yorkshire, S9 4EU
NHS Barnsley Clinical Commissioning Group	Hillder House, 49-51 Gawber Road, Barnsley, South Yorkshire, S75 2PY
NHS Rotherham Clinical Commissioning Group	Oak House, Moorhead Way, Bramley, Rotherham, South Yorkshire, S66 1YY
NHS Doncaster Clinical Commissioning Group	Sovereign House, Heavens Walk, Doncaster, South Yorkshire, DN4 5HZ
NHS Wakefield Clinical Commissioning Group	White Rose House, West Parade, Wakefield, West Yorkshire, WF1 1LT
NHS Leeds North Clinical Commissioning Group	Leafield House, 107-109 King Lane, Leeds, West Yorkshire, LS17 5BP
NHS Leeds South and East Clinical Commissioning Group	3200 Century Way, Thorpe Park, Leeds, West Yorkshire, LS15 8ZB
NHS Leeds West Clinical Commissioning Group	Suites 2-4, Wira House, Wira Business Park, Leeds, West Yorkshire, LS16 6EB
NHS Bradford City Clinical Commissioning Group	Douglas Mill, Bowling Old Lane, Bradford, West Yorkshire, BD5 7JR
NHS Bradford Districts Clinical	Douglas Mill, Bowling Old Lane, Bradford,

Commissioning Group	West Yorkshire, BD5 7JR
NHS North Kirklees Clinical Commissioning Group	4th Floor, Empire House, Wakefield Old Road, Dewsbury, West Yorkshire, WF12 8DJ
NHS Greater Huddersfield Clinical Commissioning Group	Broad Lea House, Dyson Wood Way, Bradley, Huddersfield, West Yorkshire, HD2 1GZ
NHS Airedale, Wharfedale and Craven Clinical Commissioning Group	Millennium Business Park, Station Road, Steeton, West Yorkshire, BD20 6RB
NHS Calderdale Clinical Commissioning Group	5th Floor, F Mill, Dean Clough Mills, Halifax, West Yorkshire, HX3 5AX
NHS Bassetlaw Clinical Commissioning Group	Retford Hospital, North Road, Retford, Nottinghamshire, DN22 7XF
NHS North Lincolnshire Clinical Commissioning Group	The Health Place, Wrawby Road, Brigg, South Humberside, DN20 8GS
NHS North East Lincolnshire Clinical Commissioning Group	Athena Building & Olympia House, Saxon Court, Gilbey Road, Grimsby, South Humberside, DN31 2UJ

Dated _____

MEMORANDUM OF UNDERSTANDING

FOR THE

COLLABORATIVE COMMISSIONING OF 999 SERVICES

BETWEEN

CLINICAL COMMISSIONING GROUPS

ACROSS

YORKSHIRE AND HUMBER

[DRAFT VERSION 4 – 29 MARCH 2016]

CONTENTS

THIS AGREEMENT is dated the day of 2016

BETWEEN

The clinical commissioning groups listed in Schedule 10, each a "**Party**" and together the "**Parties**".

BACKGROUND

(A) Each Party is a signatory to a single contract with Yorkshire Ambulance Service NHS Trust for the provision of 999 services in each Party's area.

(B) This Agreement sets out a framework for collaborative decision-making by the Parties in relation to matters concerning the commissioning of those services.

(C) The Parties intend to establish a joint committee of the Parties to enable collaborative decision-making in respect of the Services. The provisional timescale for setting up such joint committee has been agreed as October 2016.

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"111 Commissioning Contract"	the contract between the Parties (and further clinical commissioning groups) and the Provider for the provision of 111 call handling services, urgent primary medical care services and minor injury units services dated 1 April 2013;
"Agreement"	this agreement between the Parties comprising these terms and conditions, together with all Schedules;
"CCG"	a clinical commissioning group Party listed in Schedule 10;
"CCG Decisions"	has the meaning set out in Clause 6.1.1;
"Collaborative"	the collaborative commissioning arrangements set out in this Agreement;
"Commencement Date"	1 April 2016;
"Commissioning Contract"	the contract between all the Parties as commissioners and the Provider for the provision of the Services dated 1 April 2016;
"Commissioning Contract Variation Report"	has the meaning set out in Clause 10.10
"Defaulting Party"	a Party that commits a persistent or material breach of this Agreement;
"Dispute Resolution"	the process set out in Clause 12;
"DPA"	the Data Protection Act 1998 as amended from time to time;
"Exiting Party"	has the meaning in Clause 15.1;
"FOIA"	the Freedom of Information Act 2000 as amended from time

	to time;
"Functions"	the statutory functions of each of the Parties in relation to the provision of, or making arrangements for the provision of, the Services;
"Guidance"	any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which the Parties and/or the Provider have a duty to have regard (and whether specifically mentioned in the Commissioning Contract or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Provider by the Parties and/or any relevant Regulatory or Supervisory Body;
"JSCB"	the Joint Strategic Commissioning Board, the role and terms of reference for which are set out in Schedule 4;
"JSCB Decisions"	has the meaning set out in Clause 5.1.2;
"Law"	(i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; (ii) any enforceable EU right within the meaning of section 2(1) European Communities Act 1972; (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (iv) Guidance; (v) National Standards; and (vi) any applicable code, in each case in force in England and Wales;
"Lead Officer"	has the meaning set out in Clause 6.5.4;
"Lead Commissioner / Contractor"	NHS Wakefield CCG;
"Lead Commissioner / Contractor Decisions"	has the meaning set out in Clause 6.1.3;
"National Standards"	those standards applicable to the Provider under the Law and/or Guidance as amended from time to time;
"Objectives"	the objectives set out in Clause 4.1 and Schedule 2;
"Personal Data"	has the meaning given to it in the DPA;
"Provider"	Yorkshire Ambulance Service NHS Trust;
"Regulatory or Supervisory Body"	any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party must comply or to which it must or should have regard, including:

(i) Care Quality Commission;

(ii) Monitor;

(iii) NHS Trust Development Authority;

(iv) NHS England;

(v) the Department of Health;

(vi) NICE; and

(vii) HealthWatch England;

"Service Variation"	a variation to the Commissioning Contract which refers to the Service and reflects: (i) the assessment by the Parties of pathway needs, the availability of alternative providers and demand for the Service; and/or (ii) the joint assessment of the Provider and Parties of the quality and clinical viability of the Service and the Services Environment; and/or (iii) the likely impact of any transformational need and/or reconfiguration of a care pathway that might affect the Service; and/or (iv) a change to the Service that could potentially have a material impact on any or all of quality and safety, performance and activity and finance, such material impact not to be confined to the proposing Party and "material" is to be interpreted taking into account the potential impact on other Parties, the UECNs and the Commissioning Contract as a whole;
"Services"	the 999 services provided by the Provider under the terms of the Commissioning Contract;
"Services Environment"	has the meaning set out in the Commissioning Contract;
"Service Users"	any individual for whose benefit the Services are provided;
"Term"	one (1) year from the Commencement Date;
"Terminating Party"	a Party exercising its rights to terminate this Agreement in accordance with Clauses 14.3 and 14.4;
"UECNs"	the Urgent and Emergency Care Networks listed in Schedule 3, and "UECN" shall be construed accordingly;
"Variation"	an addition, deletion or amendment to the Clauses of or the Schedules to this Agreement, agreed by the Parties in accordance with Clause 10 (Variation);
"Variation Report"	has the meaning in Clause 10.3; and
"Working Day"	any day other than Saturday, Sunday, a public or bank

holiday in England and Wales.

1.2 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.

1.3 The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate. Reference to Clauses are clauses in this Agreement.

1.4 References to Schedules are references to the schedules to this Agreement and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.

1.5 References to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation.

1.6 Words importing the singular number only shall include the plural.

1.7 Where anything in this Agreement requires the mutual agreement of the Parties, then unless the context otherwise provides, such agreement must be in writing.

1.8 If there is any conflict between the terms of this Agreement and the terms of the Commissioning Contract, the terms of the Commissioning Contract will prevail.

1.9 If there is any conflict between the Clauses of this Agreement and the provisions of any Schedule to this Agreement, the Clauses of this Agreement will prevail.

2. DURATION OF THE AGREEMENT

2.1 This Agreement comes into effect on the Commencement Date and shall remain in force until the end of the Term, subject to earlier termination in accordance with Clause 14 (Termination) and any extension agreed in accordance with Clause 2.2 below.

2.2 The Parties may agree in writing to extend the Term any number of times but each time by a period of up to twelve (12) months. The Agreement shall expire automatically without notice at the end of the Term (subject to earlier termination in accordance with Clause 14 (Termination)).

3. PRINCIPLES OF THE COLLABORATIVE

3.1 In performing their respective obligations under this Agreement, the Parties must act in accordance with the principles set out in Schedule 1.

4. OBJECTIVES OF THE COLLABORATIVE

4.1 The Parties agree that, with effect from the Commencement Date, the main objective of the Collaborative is to improve the provision of the Services through the arrangements set out in this Agreement.

4.2 The Parties agree that further objectives of the Collaborative in relation to the Services are as set out in Schedule 2 and the Parties agree to act in the furtherance of these Objectives.

4.3 The Parties agree to seek to achieve the Objectives of the Collaborative through:

4.3.1 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 Parties' respective commissioning intentions and ambitions;

4.3.2 agreeing the extent of the Services and negotiating the Commissioning Contract;

4.3.3 managing and maintaining the Commissioning Contract, including in respect of quality standards, observance of service specifications, and monitoring of activity and finance, so as to obtain best performance, quality and value from the Services; and

4.3.4 managing variations to the Commissioning Contract in accordance with national policy, the needs of Service Users and clinical developments.

5. ROLES AND RESPONSIBILITIES

5.1 Each Party must:

5.1.1 participate in discussions at meetings of the UECN of which they are a member;

5.1.2 agree with other members of the relevant UECN two representatives ("Lead Officers") to represent that UECN at meetings of the JSCB;

5.1.3 ensure the relevant Lead Officers have considered all documentation and are fully prepared to discuss matters at meetings of the JSCB;

5.1.4 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 JSCB;

5.1.5 ensure its Lead Officers engage with all other Lead Officers and attendees, if relevant, in matters related to this Agreement;

5.1.6 communicate openly and in a timely manner about concerns, issues or opportunities relating to this Agreement; and

5.1.7 respond promptly to all requests for, and promptly offer, information or proposals relevant to the operation of the Collaboration.

6. DECISION-MAKING ARRANGEMENTS

6.1 The Parties agree that, for matters relating to the Commissioning Contract and the achievement of the Objectives of the Collaborative, there are three different levels of decision-making (as set out in Schedule 6):

6.1.1 those decisions reserved to each Party ("**CCG Decisions**");

6.1.2 those decisions which are delegated by each Party to a Lead Officer acting in collaboration with the other Lead Officers ("**JSCB Decisions**"); and

6.1.3 those decisions which are delegated to the Lead Commissioner / Contractor by each Party ("**Lead Commissioner / Contractor Decisions**").

CCG Decisions

6.2 Each Party must ensure that the matters set out as CCG Decisions in Schedule 6 are reserved to the Party (or governing body or committee of the Party as appropriate). Each Party agrees that its Chief Finance Officer (or duly authorised alternative in their absence) shall be authorised to take CCG Decisions on its behalf, in accordance with that Party's constitution and scheme of delegation.

6.3 The Parties agree that the Lead Commissioner / Contractor does not have delegated authority to make CCG Decisions.

6.4 Each Party shall put in place mechanisms to ensure CCG Decisions are notified to the Lead Commissioner / Contractor within 14 days of such CCG Decisions being taken for appropriate action to be taken in relation to the Commissioning Contract.

JSCB Decisions

6.5 The Parties acknowledge that:

6.5.1 the Parties are able to discuss matters related to JSCB Decisions at UECN meetings;

6.5.2 the Parties included in each UECN are set out in Schedule 3;

6.5.3 the Parties that are included in each UECN may send representatives to meetings of the UECN to represent that Party;

6.5.4 the Lead Officers take the recommendations of the Parties at UECNs to the JSCB to inform JSCB Decisions; and

6.5.5 the Lead Officers will consider the recommendations of the UECNs at meetings of the JSCB in making JSCB Decisions as appropriate.

6.6 Each Party agrees:

6.6.1 that the relevant Lead Officers indicated in Schedule 3 represent that Party at meetings of the JSCB;

6.6.2 that the relevant Lead Officers indicated in Schedule 3 make JSCB Decisions on behalf of that Party at meetings of the JSCB; and

6.6.3 the role and terms of reference of the JSCB that are set out in Schedule 4.

6.7 Each Party must

6.7.1 ensure that the matters set out as JSCB Decisions in Schedule 6 are delegated effectively and lawfully to the relevant Lead Officers indicated in Schedule 3 such that the Lead Officers have the appropriate power to bind that Party in relation to JSCB Decisions made at meetings of the JSCB;

6.7.2 ensure that the Lead Officers are sufficiently appraised of the scope of the delegation by the relevant Party to the Lead Officers in relation to JSCB Decisions; and

6.7.3 ensure the Lead Officers are able to give and receive notices and other communications that relate to the Collaborative.

6.8 The Parties agree that:

6.8.1 the JSCB is not a joint committee of the Parties and does not have delegated authority to make decisions that bind the Parties; and

6.8.2 it is the relevant Lead Officers that make JSCB Decisions which bind the Party represented by those Lead Officers; and

6.8.3 the Lead Commissioner / Contractor does not have delegated authority to make JSCB Decisions.

6.9 The Parties acknowledge that there needs to be unanimity across all Lead Officers in order for JSCB Decisions to be made in collaboration.

6.10 Where unanimity is not reached between the Lead Officers, the Parties agree that the matter may be referred to dispute resolution in accordance with Clause 12 (Dispute Resolution).

6.11 The Lead Officers shall agree mechanisms to ensure JSCB Decisions that are unanimously determined by the Lead Officers are notified to the Lead Commissioner / Contractor for appropriate action to be taken in relation to the Commissioning Contract.

Lead Commissioner / Contractor Decisions

6.12 Each Party must ensure that the matters set out as Lead Commissioner / Contractor Decisions in Schedule 6 are delegated effectively and lawfully to the Lead Commissioner / Contractor.

6.13 Subject to Clause 6.12, the Parties acknowledge that the Lead Commissioner / Contractor is able to:

6.13.1 make Lead Commissioner / Contractor Decisions and such decisions will bind all of the Parties;

6.13.2 take appropriate action under the Commissioning Contract in relation to Lead Commissioner / Contractor Decisions without reference to the Parties or the Lead Officers.

6.14 The Lead Commissioner / Contractor shall chair meetings of the Contract Management Board, through which the Provider shall be held to account (the terms of reference for which are set out in Schedule 5). The Contract Management Board shall not have any authority in and of itself to make decisions which bind the Parties; it is a forum in which:

6.14.1 Lead Commissioner / Contractor Decisions may be made and/or implemented by the Lead Commissioner / Contractor; and

6.14.2 JSCB Decisions and/or CCG Decisions may be implemented by the Lead Commissioner / Contractor.

7. INSPECTION

The Parties shall co-operate with any investigation undertaken by any Regulatory or Supervisory Body in respect of the Services.

8. COLLABORATIVE COSTS AND RESOURCES

8.1 The Parties agree that payments due under the Commissioning Contract shall be made in accordance with the provisions of the Commissioning Contract.

8.2 Each Party agrees to set aside £20,000 per year to reimburse costs incurred by the Lead Commissioner / Contractor associated with the purposes set out in Clause 8.3 and the costs associated with the purposes set out in the 111 Commissioning Contract.

8.3 The Lead Commissioner / Contractor shall be authorised by all Parties to agree and pay the following costs in respect of the Collaborative:

8.3.1 audit fees;

8.3.2 fees for consultancy fees including expenses;

8.3.3 booking of facilities for meetings of the JSCB; and

8.3.4 fees relating to initiatives and contributions to support the National Ambulance Commissioners Network.

8.4 The Lead Commissioner / Contractor shall pay such costs incurred as set out in Clause 8.3 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.

8.5 Staff costs associated with the management of the Commissioning Contract will be managed separately to the costs set out in Clause 8.3 and each Party agrees to pay their 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.

8.6 The Parties shall ensure prompt payment of their share of such costs set out in this Clause 8 to the Lead Commissioner / Contractor and in any event shall pay such shares within 30 days of receipt of a claim for payment from the Lead Commissioner / Contractor

9. INDEMNITY

9.1 Nothing in this Agreement shall affect the liabilities of the Parties to the Service Users in respect of their Functions.

9.2 Each Party undertakes to indemnify each other Party against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses, whether arising in tort (including negligence) or as a result of default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of the indemnifying Party (or its employees, agents or sub-contractors), except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the indemnified Party or (or its employees, agents or sub-contractors).

9.3 Each Party shall ensure that it maintains appropriate insurance arrangements in respect of employer's liability, liability to third parties and all other potential liability under this Agreement.

10. VARIATION

10.1 If at any time during the term of this Agreement any Party requests in writing any Variation to this Agreement (which may include changes required as a result of a change in law), Clauses 10.3 to 10.7 shall apply.

10.2 If at any time during the term of this Agreement any Party requests in writing any variation to the Commissioning Contract, Clauses 10.8 to 10.12 shall apply.

Variations to this Agreement

10.3 The Party proposing the Variation shall provide a report in writing to the other Parties (the "**Variation Report**") setting out:

10.3.1 the Variation proposed;

10.3.2 the date upon which the Variation is to take effect;

10.3.3 a statement of the impact the Variation will have on, and any change required to, the Schedules;

10.3.4 a statement on the individual responsibilities of the Parties for any implementation of the Variation; and

10.3.5 details of any proposed staff and employment implications.

10.4 Following receipt by the receiving Parties of the Variation Report and allowing twenty (20) Working Days in which to consider the Variation Report, the Parties shall meet to discuss the proposed Variation and acting reasonably and in good faith shall use reasonable endeavours to agree the Variation.

10.5 Where the Parties are unable to agree on the terms of the Variation then any Party may refer the matter to dispute resolution under Clause 12 (Dispute Resolution).

10.6 All Variations made to this Agreement shall be agreed between the Parties. Such Variations to this Agreement are only to be effective if made in writing and signed by all the Parties.

10.7 Variations to this Agreement shall be appended to this Agreement at Schedule 7.

Variations to the Commissioning Contract

10.8 Where a variation to the Commissioning Contract is a Service Variation, the process set out in Schedule 8 shall be followed.

10.9 Where a variation to the Commissioning Contract is not a Service Variation, the process set out in Clauses 10.10 to 10.12 shall be followed

10.10 The Party proposing any variation to the Commissioning Contract shall provide a report in writing to the Lead Commissioner / Contractor (the "**Commissioning Contract Variation Report**") setting out:

10.10.1 the variation proposed;

10.10.2 the date upon which the variation is to take effect; and

10.10.3 a statement on the individual responsibilities of the Parties for any implementation of the variation;

10.11 Following receipt by the Lead Commissioner / Contractor of the Commissioning Contract Variation Report, the JSCB shall meet to hear the Lead Commissioner / Contractor's recommendations on the proposed variation and acting reasonably and in good faith shall use reasonable endeavours to agree the variation.

10.12 Where the variation is agreed by the JSCB, the Lead Commissioner / Contractor shall make the necessary arrangements to implement the variation in accordance with the relevant provisions of the Commissioning Contract.

11. NOTICES

11.1 Any notices to be given under this Agreement must be in writing and served on the Lead Officers either by hand, post, or e-mail to the address for that Lead Officer as set out in Schedule 3.

11.2 Notices:

11.2.1 by post will be effective upon the earlier of actual receipt, or five (5) Working Days after mailing;

11.2.2 by hand will be effective upon delivery;

11.2.3 by e-mail will be effective when sent in legible form subject to no automated response being received.

11.3 The Lead Officers shall circulate such notices as soon as reasonably practicable to the Parties they represent.

11.4 Any notices to be given under the Commissioning Contract shall be served in accordance with the provisions of the Commissioning Contract.

12. DISPUTE RESOLUTION

12.1 Where any dispute arises between the Parties (including the Lead Commissioner / Contractor) or where a decision of the JSCB is not unanimous, the Parties, through the relevant Lead Officers, must use their best endeavours to resolve that dispute on an informal basis at the next meeting of the JSCB.

12.2 Where any matter referred to dispute resolution is not resolved under Clause 12.1, any Lead Officer may request an emergency meeting of the JSCB and use their best endeavours to resolve that dispute on an informal basis.

12.3 If any dispute is not resolved under Clauses 12.1 and 12.2, any Party in dispute may refer the dispute to the Chief Officers of the relevant Parties, who will co-operate in good faith to recommend a resolution to the dispute within ten (10) Working Days of the referral.

12.4 Where any dispute is not resolved under Clauses 12.1 to 12.3, 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.

13. JOINING THE COLLABORATIVE

Joining

13.1 A clinical commissioning group that wishes to join the Collaboration may do so, subject to:

13.1.1 that Party agreeing to be bound by the terms of this Agreement; and

13.1.2 the agreement of all the existing Parties.

13.2 If a clinical commissioning group becomes a Party to this Agreement, that clinical commissioning group must sign a memorandum of adherence in the form set out in Schedule 9.

13.3 The Parties agree that statutory successor bodies to any one or more of the Parties shall be deemed to be Parties to this Agreement and the agreement of the remaining Parties in accordance with Clause 13.1 is not required. For the avoidance of doubt, this includes an organisation formed as a result of a statutory merger of two or more Parties.

14. TERMINATION

Termination of this Agreement

14.1 The Parties may agree in writing at any time to terminate this Agreement from such date as may be agreed between the Parties.

Termination of a Defaulting Party

14.2 The remaining Parties acting in agreement may, at any time terminate a Defaulting Party's participation in the Agreement by notice in writing to the Defaulting Party where such default is not capable of remedy or, where capable of remedy, has not been remedied within two (2) weeks of the Defaulting Party receiving notification of such default.

Termination of a Party in relation to the Service

14.3 Where a Party terminates its participation in the Commissioning Contract, that Party's participation in this Agreement shall automatically terminate on the same date.

Termination of a Party's participation in the Agreement

14.4 Any Party may terminate its participation in this Agreement by giving the other Parties notice in writing if that Party's fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State, regulations or legislation issued or enacted after the Commencement Date.

14.5 Upon termination in accordance with Clauses 14.2 to 14.4, this Agreement shall partially terminate as between the remaining Parties and the Defaulting Party or

Terminating Party (as the case may be) only. For the avoidance of doubt, this Agreement shall continue in force as between the remaining Parties notwithstanding any partial termination in respect of any one or more Parties and the remaining Parties shall effect such amendments to this Agreement as may be necessary in accordance with Clause 10 (Variation).

15. CONSEQUENCES OF EXPIRY, TERMINATION OR PARTY LEAVING

15.1 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 co-operate to ensure an orderly wind down of their joint activities as set out in this Agreement and the following provisions shall (unless agreed otherwise by the Parties) have effect:

15.1.1 each Party shall ensure or procure the continued provision of the Services related to its Functions;

15.1.2 insofar as it is necessary, each Party shall use its reasonable endeavours to arrange and ensure the novation of any relevant contracts which are necessary to be novated from an Exiting Party to a remaining Party who shall accept such novation.

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

16. SURVIVAL

16.1 The provisions of this Agreement which are expressly stated to survive its termination or expiry or which are intended by their nature to survive termination or expiry shall continue in force (including but not limited to Clauses 7, 8, 9, 12, 15, 16, 17, 18 and 28 together with those other Clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement.

16.2 Termination or expiry of this Agreement does not affect any accrued rights or remedies under this Agreement or any other agreement between the Parties.

17. CONFIDENTIALITY

17.1 Except as required by law and specifically pursuant to Clause 19 (Freedom of Information), each Party agrees at all times during the continuance of this Agreement and after its termination or expiry to keep confidential any and all information, data and material of any nature which that Party may receive or obtain in connection with the operation of this Agreement or otherwise relating in any way to the business, operations and activities of another Party, its employees, agents and/or any other person with whom it has dealings. For the avoidance of doubt this Clause shall not affect the rights of any workers under section 43 A-L of the Employment Rights Act 1996.

17.2 The Parties agree to provide or make available to each other sufficient information concerning their own operations and actions and concerning Service User information relating to users of the Services (including material affected by the DPA in force at the relevant time) to enable the efficient operation of the Collaborative.

18. DATA PROTECTION

18.1 The Parties acknowledge their respective duties under the DPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

18.2 To the extent that a Party is acting as a Data Processor (as such term is defined in the DPA) on behalf of one or more of the other Parties, that Party shall, in particular, but without limitation:

18.2.1 only process such Personal Data as is necessary to perform its obligations under this Agreement, and only in accordance with any instruction given by the other Party or Parties under this Agreement;

18.2.2 put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements in Clause 18.3.3 below, the state of technical development and the level of damages that may be suffered by a Data Subject (as such term is defined in the DPA) whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;

18.2.3 take reasonable steps to ensure the reliability of employees who will have access to such Personal Data, and ensure that such employees are aware of and trained in the policies and procedures identified in Clauses 18.3.4, 18.3.5 and 18.3.6 below; and

18.2.4 not cause or allow such Personal Data to be transferred outside the European Economic Area without the prior consent of the other Party or Parties (as relevant).

18.3 The Parties shall ensure that Personal Data is safeguarded at all times in accordance with the DPA and other relevant data protection legislation, which shall include without limitation the obligation to:

18.3.1 perform an annual information governance self-assessment;

18.3.2 have an information guardian able to communicate with the other Parties, who will take the lead for information governance and from whom the other Parties shall receive regular reports on information governance matters including details of all data loss and confidentiality breaches;

18.3.3 (where transferred electronically) only transfer essential data that is (i) necessary for direct care of users of the Services; and (ii) encrypted to the higher of the international data encryption standards for healthcare and the National Standards (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes);

18.3.4 have policies which are rigorously applied that describe individual personal responsibilities for handling Personal Data;

18.3.5 have agreed protocols for sharing Personal Data with other NHS organisations and non-NHS organisations; and

18.3.6 have a system in place and a policy for the recording of any telephone calls, where appropriate, in relation to the Services, including the retention and disposal of such recordings.

19. **FREEDOM OF INFORMATION**

19.1 Each Party acknowledges that the other Parties are subject to the requirements of the FOIA 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.

19.2 Where a Party receives a "request for information" (as defined in the FOIA) in relation to information which it is holding on behalf of another Party, it shall (and shall procure that its sub-contractors shall):

19.2.1 transfer the request for information to the other Party as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information;

19.2.2 provide the other Party with a copy of all information in its possession or power in the form that the other Party requires within five (5) Working Days (or such other period as may be agreed) of the other Party requesting that information; and

19.2.3 provide all necessary assistance as reasonably requested to enable the other Party to respond to the request for information within the time for compliance set out in section 10 of the FOIA.

19.3 Where a Party receives a request for information which relates to the Agreement, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event within two (2) Working Days of receiving the request for information.

19.4 If any Party determines that information must be disclosed pursuant to Clause 19.3, it shall notify the other Parties of that decision at least two (2) Working Days before disclosure.

19.5 Each Party shall be responsible for determining at its absolute discretion whether the relevant information is exempt from disclosure or is to be disclosed in response to a request for information.

19.6 Each Party acknowledges that the other Parties may be obliged under the FOIA to disclose information:

19.6.1 without consulting with the other Parties; or

19.6.2 following consultation with the other Parties and having taken their views into account.

20. STATUS

20.1 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.

20.2 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.

20.3 Save as specifically authorised under the terms of this Agreement, a Party shall not hold itself out as the agent of any other Party.

21. ASSIGNMENT AND SUB-CONTRACTING

This Agreement, and any right and conditions contained in it, may not be assigned or transferred by any Party without the prior written consent of the other Parties, except to any statutory successor to the relevant function.

22. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Parties to this Agreement do not intend that any third party should have any rights in respect of this Agreement by virtue of that Act.

23. COMPLAINTS

23.1 Any complaints relating to a Party's Functions shall be dealt with in accordance with the statutory complaints procedure of that Party.

23.2 Insofar as any complaint may relate to the content of this Agreement such complaints shall be referred to the meetings of the JSCB. The Parties shall co-operate as to the resolution of complaints.

23.3 In the event that a complaint arises about the Commissioning Contract, that complaint should be dealt with in accordance with the procedure set out in the Commissioning Contract.

24. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

25. **SEVERABILITY**

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

26. **WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. **COSTS AND EXPENSES**

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

28. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English Law and, subject to Clauses 12 (Dispute Resolution) and 20.1 (Status), the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

29. **FAIR DEALINGS**

The Parties recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that if in the course of the performance of this Agreement, unfairness to any of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

30. **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 Parties shall constitute a full original of this Agreement for all purposes.

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

NHS EAST RIDING OF YORKSHIRE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HULL

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS VALE OF YORK

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HAMBLETON, RICHMONDSHIRE AND

WHITBY CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HARROGATE AND RURAL DISTRICT

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS SCARBOROUGH AND RYEDALE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS WAKEFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS NORTH

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS SOUTH AND EAST

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS WEST

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 NORTH KIRKLEES

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS GREATER HUDDERSFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS AIREDALE, WHARFEDALE AND

CRAVEN CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS CALDERDALE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS SHEFFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS BARNSLEY

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS ROTHERHAM

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS DONCASTER

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

SCHEDULE 1

PRINCIPLES OF THE COLLABORATION

1. **Principles of the Collaboration**

1.1. In performing their respective obligations under this Agreement, the Parties must:

1.1.1. act in the best interests of patients and the public;

1.1.2. at all times act in good faith towards each other;

1.1.3. collaborate and co-operate to work towards ensuring that the commissioning ambitions and intentions of each of the Parties are met with the aim of achieving fairness and equity between the Parties as to the costs and quality of the Services provided;

1.1.4. act in a timely manner and recognise the time-critical nature of the Commissioning Contract and respond accordingly to requests for support;

1.1.5. be accountable by taking on, managing and accounting to the other Parties for the performance of their respective roles and responsibilities set out in this Agreement;

1.1.6. learn from best practice of other commissioning organisations and seek to develop as a collaborative to achieve the full potential of the relationship;

1.1.7. share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

1.1.8. adopt a positive outlook and behave in a positive, proactive manner;

1.1.9. act in an inclusive manner with regards to collaboration;

1.1.10. adhere to statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information;

1.1.11. manage internal and external stakeholders effectively;

1.1.12. work toward a reduction in health inequality and improvement in health and well-being;

1.1.13. focus on quality;

1.1.14. seek best value for money, productivity and effectiveness;

1.1.15. develop towards a level of commissioning that is equal to best international practice; and promote innovation.

SCHEDULE 2

OBJECTIVES

1. **Objectives**

1.1. The further objectives of the Collaborative in relation to the Services are to:

1.1.1. regulate the respective rights and duties of the Parties in relation to the Commissioning Contract, in particular:

a) the sharing of liabilities arising from a breach of, or any costs payable in terms of, the Commissioning Contract;

b) compensating the Lead Commissioner / Contractor for the costs or liabilities incurred by the Lead Commissioner / Contractor in relation to the Commissioning Contract;

1.1.2. manage the performance of the Commissioning Contract by the Provider generally and, in particular, ensure that the Provider's performance is closely monitored so that the Services are provided to the specifications and service levels contained in the Commissioning Contract;

1.1.3. co-ordinate the respective requirements of the Parties for the Services;

1.1.4. act collaboratively in the planning, securing and monitoring of the Services so as to:

a) plan (including needs assessment), procure and performance monitor services (as defined and agreed by the Parties) to meet the health needs of the local population;

b) undertake reviews of the Services, manage the introduction of new services, drugs and technologies and oversee the implementation of NICE and/or other national guidance or standards relating to the Services;

c) agree the range of the Services;

d) conduct market management and service design;

e) provide a coordinated approach to commissioning input to clinical networks, local commissioning fora and partnerships;

f) engage with patients and service users and their carers and families;

g) monitor and review the effectiveness of the Collaborative;

h) set quality standards;

i) design demand management processes;

j) obtain best performance, quality and value from the Services by assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);

k) ensure the Services meet patients' rights under the NHS Constitution including Service User booking, patient choice and waiting time standards;

l) ensure the Services are reviewed for cost effectiveness and represent best value for money;

m) from time to time negotiate and agree variations of specifications and contract terms;

n) co-ordinate and plan for demand, financial and investment needs of the Parties during the life of the Commissioning Contract;

o) implement in-year financial adjustments required under the Commissioning Contract with the Provider, and consequential adjustments between the Parties;

p) carry out annual or other reviews with the Provider, as required under the Commissioning Contract;

q) agree referral, discharge and other protocols with the Provider under the Commissioning Contract;

r) establish the arrangements for managing the day to day contact in the Commissioning Contract;

s) co-ordinate the Parties' proposals for, and plan with the Provider, the development of the Services and undertake or commission related research;

t) monitor and control disclosure of NHS confidential information to the Providers, and use of the Provider's confidential information by the Parties and within the NHS, as required by Law or the Commissioning Contract;

u) co-ordinate proposals of the Parties to move provision of the Services from the Provider to others as part of service or pathway reconfiguration;

v) participate in and monitor clinical networks;

w) deliver the Ambulance Commissioning Strategy;

x) enable the Parties to have a strategic view of key relevant issues impacting across respective populations to ensure a clear focus on patient and health outcomes;

y) enable robust working relationships between the Parties and the Provider and share early thinking on key issues;

z) ensure that the cumulative impacts of service reviews/development are identified and managed;

aa) enable the benefit of working together on achieving best value for money and optimising productivity and efficiency;

bb) establish any links and/or reporting networks with other patient care commissioning groups, as may from time to time be convenient;

cc) participate in Quality Surveillance and Assurance Groups;

dd) provide management information to the Parties on both the cumulative overview and each Party's local perspective;

ee) establish clear reporting and escalation protocols regarding quality, safety and performance issues for each Party and review these on a regular basis;

ff) work within the Quality Surveillance principles and processes; and

gg) work towards adopting a joint committee approach to collaborative commissioning of the Services by October 2016.

SCHEDULE 3

UECNS AND LEAD OFFICERS

1. **Parties**

1.1. The table below sets out:

1.1.1. the UECNs;

1.1.2. the relevant Lead Officers (and contact details of the Lead Officers) for each UECN; and

1.1.3. the Parties (and address of the principal office of the Parties) that are included in each UECN and represented by the Lead Officers:

UECN	Lead Officers	Contact details of Lead Officers	Party	Address of principal office of Party
North Yorkshire and York and Humber	[insert] [insert]	Name: [insert] Tel: [insert] Email: [insert] Address: [insert] Name: [insert] Tel: [insert] Email: [insert] Address: [insert]	NHS East Riding of Yorkshire Clinical Commissioning Group ("**East Riding of Yorkshire CCG**")	Health House, Grange Park Lane, Willerby, East Yorkshire, HU10 6DT
			NHS Hull Clinical Commissioning Group ("**Hull CCG**")	2nd Floor, Wilberforce Court, Alfred Gelder Street, Hull, HU1 1UY
			NHS Vale of York Clinical Commissioning Group ("**Vale of York CCG**")	West Offices, Station Rise, York, YO1 6GA
			NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group ("**Hambleton, Richmondshire and Whitby CCG**")	Hambleton District Council, Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU
			NHS Harrogate and Rural District Clinical Commissioning Group ("**Harrogate and Rural District**	1 Grimbald Crag Court, St James Business Park, Knaresborough, North Yorkshire, HG5 8QB

			CCG")	
			NHS Scarborough and Ryedale Clinical Commissioning Group **("Scarborough and Ryedale CCG**")	Scarborough Town Hall, St Nicholas Street, Scarborough, North Yorkshire, YO11 2HG
South Yorkshire	[insert] [insert]	Name: [insert] Tel: [insert] Email: [insert] Address: [insert]Name: [insert] Tel: [insert] Email: [insert] Address: [insert]	NHS Sheffield Clinical Commissioning Group ("**Sheffield CCG**")	722 Prince of Wales Road, Darnall, Sheffield, South Yorkshire, S9 4EU
			NHS Barnsley Clinical Commissioning Group ("**Barnsley CCG**")	Hillder House, 49-51 Gawber Road, Barnsley, South Yorkshire, S75 2PY
			NHS Rotherham Clinical Commissioning Group ("**Rotherham CCG**")	Oak House, Moorhead Way, Bramley, Rotherham, South Yorkshire, S66 1YY
			NHS Doncaster Clinical Commissioning Group ("**Doncaster CCG**")	Sovereign House, Heavens Walk, Doncaster, South Yorkshire, DN4 5HZ
West Yorkshire	[insert] [insert]	Name: [insert] Tel: [insert] Email: [insert] Address: [insert] Name: [insert] Tel: [insert] Email: [insert] Address: [insert]	NHS Wakefield Clinical Commissioning Group ("**Wakefield CCG**")	White Rose House, West Parade, Wakefield, West Yorkshire, WF1 1LT
			NHS Leeds North Clinical Commissioning Group ("**Leeds North CCG**")	Leafield House, 107-109 King Lane, Leeds, West Yorkshire, LS17 5BP
			NHS Leeds South and East Clinical Commissioning Group ("**Leeds South and East CCG**")	3200 Century Way, Thorpe Park, Leeds, West Yorkshire, LS15 8ZB
			NHS Leeds West Clinical	Suites 2-4, Wira House, Wira

			Commissioning Group ("**Leeds West CCG**")	Business Park, Leeds, West Yorkshire, LS16 6EB
			NHS Bradford City Clinical Commissioning Group "**Bradford City CCG**")	Douglas Mill, Bowling Old Lane, Bradford, West Yorkshire, BD5 7JR
			NHS Bradford Districts Clinical Commissioning Group ("**Bradford Districts CCG**")	Douglas Mill, Bowling Old Lane, Bradford, West Yorkshire, BD5 7JR
			NHS North Kirklees Clinical Commissioning Group ("**North Kirklees CCG**")	4th Floor, Empire House, Wakefield Old Road, Dewsbury, West Yorkshire, WF12 8DJ
			NHS Greater Huddersfield Clinical Commissioning Group ("**Greater Huddersfield CCG**")	Broad Lea House, Dyson Wood Way, Bradley, Huddersfield, West Yorkshire, HD2 1GZ
			NHS Airedale, Wharfedale and Craven Clinical Commissioning Group ("**Airedale, Wharfedale and Craven CCG**")	Millennium Business Park, Station Road, Steeton, West Yorkshire, BD20 6RB
			NHS Calderdale Clinical Commissioning Group ("**Calderdale CCG**")	5th Floor, F Mill, Dean Clough Mills, Halifax, West Yorkshire, HX3 5AX

SCHEDULE 4

JSCB - ROLE AND TERMS OF REFERENCE

1. **ROLE OF THE JSCB**

1.1. The primary role of the JSCB shall be to determine transformational decisions regarding the Services, including:

1.1.1. the range of services to be commissioned from the Provider;

1.1.2. how the Services are to be commissioned;

1.1.3. the medium to long term planning for the integration of the Service; and

1.1.4. 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.

1.2. Patient transport services are excluded from the remit of the JSCB.

2. **TERMS OF REFERENCE OF THE JSCB**

Frequency and types of meetings

2.1. Meetings shall be held as and when required by the Lead Officers; usually quarterly.

2.2. Meetings may be held by telephone or video-conference. Members may participate (and count towards quorum) in a face-to-face meeting via telephone.

2.3. The Chair shall set the agenda and arrange for the circulation of any papers to be considered at least five Working Days prior to the meeting.

Members

2.4. The Lead Officers (two people nominated by each Urgent and Emergency Care Network in accordance with Clause 5.1.2) shall be members of the JSCB.

2.5. In addition, if either of the two Chief Officers of the two Lead Commissioner / Contractors (for 999 Services and 111 Services respectively) are not appointed as Lead Officers they will be a non-voting member of the JSCB.

Appointed By:	**Name:**	**Title:**
North Yorkshire and York and Humber Urgent and Emergency Care Network		
North Yorkshire and York and Humber Urgent and Emergency Care Network		
South Yorkshire Urgent and Emergency Care Network		

South Yorkshire Urgent and Emergency Care Network		
West Yorkshire Urgent and Emergency Care Network		
West Yorkshire Urgent and Emergency Care Network		

Quorum

2.6. Meetings shall be quorate when all Lead Officers and the Chair are present.

2.7. In circumstances where a Lead Officer be 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 UECN may send to a meeting of the JSCB 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.

Attendees

2.8. The following representatives from the Parties may be invited to meetings:

2.8.1. Director with responsibility for Clinical Quality, NHS Wakefield CCG (Lead Commissioner / Contractor 999) or named deputy; and

2.8.2. Director with responsibility for Clinical Quality, NHS Greater Huddersfield CCG (Lead Commissioner / Contractor 111) or named deputy.

2.9. The following representatives from the Provider may be invited to attend:

2.9.1. Chief Executive Officer;

2.9.2. Director – Business Development; and

2.9.3. Associate Medical Director (Vanguard Lead).

2.10. Other persons may be invited to attend by the Chair of the JSCB or agreed by all Lead Officers.

2.11. No such persons invited to attend meetings shall be able to vote on a matter.

Voting

2.12. Each two Lead Officers from each UECN shall have one vote between them.

2.13. If the Chief Officers of the two Lead Commissioner / Contractors are members of the JSCB (but not Lead Officers) then they will not have a vote.

2.14. The Parties acknowledge that there needs to be unanimity across all Lead Officers in order for JSCB Decisions to be determined.

2.15. Where unanimity is not reached, the Parties agree that the matter will be referred to dispute resolution.

Chair

2.16. The JSCB will appoint one of the Lead Officers to act as Chair. In addition the JSCB will appoint one of the Lead Officers to act as Deputy Chair.

2.17. The Chair shall ensure that administrative support and advice is provided to the JSCB including but not limited to:

2.17.1. taking of the minutes and keeping a record of matters arising and issues to be carried forward;

2.17.2. maintaining a register of interests for the JSCB (Lead Officers); and

2.17.3. advising the Lead Officers and attendees if relevant as appropriate on best practice, national guidance and other relevant documents.

Duties

2.18. The JSCB will:

2.18.1. make JSCB Decisions;

2.18.2. undertake actions as set out in this Agreement; and

2.18.3. undertake the actions set out in paragraph 2.19 below to support the making of JSCB Decisions.

2.19. In accordance with this Agreement the JSCB will undertake the following actions:

Transformation

2.19.1. 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 Sustainability and Transformation Plan respective commissioning intentions and ambitions;

2.19.2. 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;

2.19.3. Ensure that strategic intent agreed by the CCGs in Yorkshire and the Humber is captured and reflected contractually; and

2.19.4. Consider different delivery models to seek to provide equity of performance across both urban and rural area.

Commissioning Contract

2.19.5. Ratify variations to the Commissioning Contract (excluding variations that only affect a single Party);

2.19.6. Agree communications activity relating to matters governed by the Commissioning Contract;

2.19.7. Resolve issues in dispute between the Parties and issues in dispute between the Parties and the Provider (excluding issues that relates to only a single Party);

2.19.8. Approve proposals for CQUIN indicators; and,

2.19.9. Agree actions if concerns are identified about actual and contracted activity levels.

Finance

2.19.10. Decisions regarding finance and investment will ordinarily be made by each Party's Chief Finance Officer in accordance with its constitution (and as set out in Schedule 6 (Scheme of Delegation) of this Agreement).

Sub-groups

2.19.11. There shall be one sub-group, the Hear, See and Treat Board. The JSCB shall decide from time to time the membership of the Hear, See and Treat Board.

Conflicts of Interest

2.20. Each Lead Officer must abide by the conflicts of interest policy maintained by Wakefield CCG (the "Policy"), together with NHS England statutory guidance on managing conflicts of interest (the "Guidance"). If there is any conflict between the Policy and the Guidance then the provisions of the Guidance shall take precedence.

2.21. A register of interests for the JSCB Lead Officers will be maintained.

2.22. Where any Lead Officer or attendee has an actual or potential conflict of interest in relation to any matter under consideration at any meeting, the Chair (in their discretion) shall decide, having regard to the nature of the potential or actual conflict of interest, the Policy and the Guidance, whether or not that Lead Officer or attendee may participate in the discussion and/or vote, if relevant, in meetings (or parts of meetings) in which the relevant matter is discussed.

Relationship with the Parties

2.23. Minutes of meetings of the JSCB shall be sent to:

2.23.1. the Chair of each UECN for onward dissemination as appropriate; and

2.23.2. the Accountable Officer for every CCG for onward dissemination as appropriate.

Review

2.24. These terms of reference shall be reviewed by the JSCB at least annually.

SCHEDULE 5

LEAD COMMISSIONER / CONTRACTOR ROLE

1. ROLE OF THE LEAD COMMISSIONER / CONTRACTOR

1.1. The Lead Commissioner / Contractor's role is to take Lead Commissioner / Contractor Decisions as detailed in Schedule 6 (Scheme of Delegation) on behalf of each of the Parties. The Lead Commissioner / Contractor Decisions will focus on transactional and contract management matters in relation to the Commissioning Contract, whereas the JSCB Decisions will focus on transformational and service redesign matters in respect of the Services as a whole, including the 111 Services.

1.2. In line with Schedule 6 (Scheme of Delegation), the Lead Commissioner / Contractor, will manage and maintain the Commissioning Contract, including in respect of quality standards, observance of service specifications, and monitoring of activity and finance, so as to obtain best performance, quality and value from the Services on behalf of the Parties. The Lead Commissioner / Contractor will act reasonably in undertaking its role and have regard to guidance from the JSCB as appropriate in exercising its delegated authority under this Agreement.

1.3. In performing its role, the Lead Commissioner / Contractor shall act reasonably and comply with the principles set out in Schedule 1, and aim to achieve the objectives set out in Schedule 2. The Lead Commissioner / Contractor shall chair the Contract Management Board, which shall be the primary mechanism through which the Lead Commissioner / Contractor will hold the Provider to account on behalf of the Parties and enact Lead Commissioner / Contractor Decisions, CCG Decisions and JSCB Decisions.

SCHEDULE 6

SCHEME OF DELEGATION

1. **INTRODUCTION**

1.1. Each Party must ensure that the matters below are properly delegated in accordance with the NHS Act 2006 and each Party's constitution and internal procedures.

1.2. The Parties acknowledge that the NHS Act 2006:

1.2.1. allows a CCG to delegate the exercise of functions of the CCG to the Governing Body;

1.2.2. does not allow a CCG to delegate the exercise of function of the CCG to a person employed by another CCG; and

1.2.3. allows the exercise of the functions of the Governing Body (which includes functions of the CCG delegated to the Governing Body) to be delegated to an individual of a description specified in its constitution.

1.3. The Parties acknowledge that the effect of paragraph 1.2 is that a Party cannot delegate authority to exercise JSCB Decisions that relate to functions of the Party (that are not delegated to the Governing Body) to the relevant Lead Officer if that Lead Officer is not an employee of that Party.

1.4. Where the relevant Lead Officer is an employee of a Party, that Party will ensure that the JSCB Decisions are delegated to that person.

1.5. Where the relevant Lead Officer is not an employee of that Party, that Party will ensure that:

1.5.1. the functions being exercised by the Lead Officers are functions of the party but have been delegated to that Party's Governing Body;

1.5.2. the Party's Governing Body delegates the exercise of the functions referred to in paragraph 1.5.1 to the relevant Lead Officer; and

1.5.3. the Party's constitution specifies a description of individuals that includes the relevant Lead Officer.

2. **CCG DECISIONS**

2.1. The table below sets out the matters that the Parties have agreed are CCG Decisions which are reserved to each Party. The Parties agree that CCG Decisions will ordinarily be made by each Party's Chief Finance Officer in accordance with its constitution.

Finance	Contractual
Payment of Extra Contractual Journeys ECJs that relate only to that Party	Ratify variations to the Commissioning Contract that only affect that Party
Negotiate and recommend the Finance schedule for the annual Commissioning	Resolve issues between the Party and the Provider that do not impact on any

Contract	other Party
Agree the re-investment of in year contractual penalties (financial) in terms of spend and reasons for spend	Final approval of the terms of the following year's Commissioning Contract
Additional in year investment from CCGs	

3. **JSCB DECISIONS**

3.1. The table below sets out the matters that the Parties have agreed are JSCB Decisions which are delegated to each Party's Lead Officers. To avoid doubt, JSCB Decisions can be made by the relevant Lead Officers without reference back to each Party.

3.2. The financial limit for JSCB Decisions will be in total no greater than £200 million per financial year.

Transformational	Contractual
Agree the range of services to be commissioned from the Provider and how they are to be commissioned	Ratify variations to the Commissioning Contract (excluding variations that only affect a single Party)
Agree medium to long term planning for the integration of the Service	Agree communications activity relating to matters governed by the Commissioning Contract
Consider and recommend service redesign proposals 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 UECN Delivery Plans	Resolve issues in dispute between the Parties and issues in dispute between the Parties and the Provider (excluding issues that relates to only a single Party)
	Approve proposals for CQUIN indicators
	Agree actions if concerns are identified about actual and contracted activity levels

3.3. The Lead Officers shall also take the following actions and make the following decisions relating to matters about the Agreement:

3.3.1. consideration of Variation Reports and agreeing such variations;

3.3.2. consideration and agreeing the joining of a clinical commissioning group to the Collaborative in accordance with Clause 13 (Joining the Collaborative);

3.3.3. termination of the Agreement or terminating a Defaulting Party's participation in the Agreement in accordance with Clause 14 (Termination);

3.3.4. consideration of, and agreeing resolutions to, any complaint relating to the content of this Agreement in accordance with Clause 23 (Complaints);

3.3.5. development and communication; and

3.3.6. engagement events.

4. **LEAD COMMISSIONER / CONTRACTOR DECISIONS**

4.1. The table below sets out the matters that the Parties have agreed are Lead Commissioner / Contractor Decisions which are delegated to the Lead Commissioner / Contractor. To avoid doubt, Lead Commissioner / Contractor Decisions can be made by the Lead Commissioner / Contractor without reference back to each Party or to the Lead Officers.

4.2. The financial limit for Lead Commissioner / Contractor Decisions will be set at: £2 million per financial year for SR monies and £5 million per financial year for CQUIN payments.

Finance	Quality	Contractual
Award of additional central funding investment eg 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/TDA	Liaison with TDA
	Quality schedules for each contract eg 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 7

VARIATIONS TO THIS AGREEMENT

SCHEDULE 8

SERVICE VARIATION PROCESS

1. **INTRODUCTION**

1.1. This Schedule sets out the process in relation to Service Variations that may be made to the Commissioning Contract.

2. **BACKGROUND**

2.1. Through discussion with the Parties' Chief Officers and the Provider, it has been identified that there is a risk related to an individual Party or some of the Parties looking to substantially change or decommission service elements from within the Commissioning Contract. It was noted that a process was required in order to mitigate this risk and manage proposed Service Variations in a controlled way that minimises the impact on the Collaborative and wider services.

3. **PROCESS**

3.1. The proposing Party must send a Variation Proposal (in the form of the Variation Proposal template set out at Annex 1 to this Schedule 8) to the Lead Commissioner / Contractor which shall forward it to the Lead Officers.

3.2. The Lead Officers will discuss the appropriateness of the wording and may make amendments as appropriate.

3.3. The Lead Officers may sign and serve the variation Proposal on the Provider in accordance with the terms of the Commissioning Contract or may require the Lead Commissioner / Contractor to sign and serve the Variation Proposal on the Provider.

3.4. The Provider will provide a response to the Variation Proposal within 10 Working Days to the Lead Commissioner / Contractor who shall circulate the response to the Lead Officers.

3.5. The Lead Officers (and the Provider, if necessary) shall consider the impact of the Variation Proposal and the response and, taking into account the nature of the matter and the potential impact on the Parties, determine whether:

3.5.1. to refer the variation to a Check and Challenge Meeting; or

3.5.2. the Lead Officers have delegated authority to approve the variation without referring the matter to the Parties.

3.6. Where the Lead Officers have delegated authority to approve the variation without referring the matter to the Parties pursuant to paragraph 3.5.2 the Lead Officers may approve the variation.

3.7. Where the variation is approved in accordance with paragraph 6 the Lead Officer may make such arrangements as necessary to notify formal acceptance of the variation to the Provider or may instruct the Lead Commissioner / Contractor to do so.

3.8. Where the Provider proposes a variation to the Commissioning Contract to the Lead Commissioner / Contractor or a Lead Officer, the recipient shall circulate copies to all Lead Officers who shall determine which action under paragraphs 3.5.1 to 3.5.2 above to take.

Check and Challenge Meetings

3.9. Where a matter is referred to a Check and Challenge Meeting, the persons in attendance shall meet within 20 Working Days of the receipt of the Provider's response or the receipt of the Provider's proposed variation to:

3.9.1. review and discuss the impact of the variation and/or any response;

3.9.2. consider the scale of the impact in terms of the Parties affected;

3.9.3. ensure that impacts are quantified and understood as much as possible and where possible they are jointly agreed between the Provider and the relevant Parties;

3.9.4. recommend agreement on the acceptability of the variation or clearly identify reasons agreement cannot be recommended;

3.9.5. if agreement is recommended, identify the appropriate decision making level to recommend whether to accept or reject the variation;

3.9.6. if agreement is not recommended, escalate the variation to the JSCB or identify any additional analysis that is required to provide further assurance agreeing clear timescales and ownership for delivery; and

3.9.7. where such additional analysis is provided, consider whether it provides further assurance and determine the appropriate action under this paragraph 3.9.

3.10. Check and Challenge meetings shall be called when required and shall be attended by:

3.10.1. 999 Contract Manager (who shall be Chair);

3.10.2. representative(s) from the proposing Party (if relevant);

3.10.3. representative(s) from the Provider;

3.10.4. the 999 Finance Manager; and

3.10.5. Lead Officers from the UECN that include any Party affected by the variation.

3.11. The Check and Challenge Meeting attendees shall ensure that:

3.11.1. where agreement is recommended, the appropriate persons at the appropriate decision making levels are made aware of the Check and Challenge meetings considerations; or

3.11.2. where agreement is not recommended and escalation is required, that the matter is escalated to the JSCB.

Decision making levels

3.12. The appropriate decision making levels are:

3.12.1. the individual Parties (and such decisions will be CCG Decisions);

3.12.2. the Parties that make up one or more UECNs (and such decisions will be JSCB Decisions made by the appropriate Lead Officers); and

3.12.3. where the variation affects all Parties, the JSCB (and such decisions will be JSCB Decisions).

3.13. Where a variation is agreed pursuant to paragraph 3.12, the Lead Commissioner / Contractor will be notified and shall make such arrangements as necessary to notify formal acceptance of the variation.

3.14. Where a variation is not agreed, the matter shall be referred to dispute resolution.

ANNEX 1

SERVICE VARIATION PROPOSAL TEMPLATE

VARIATION PROPOSAL

Contract/Variation Reference:

Proposed by: Co-ordinating Commissioner on behalf of the NHS CB/Co-ordinating Commissioner on behalf of the Commissioners/Provider (delete as applicable)

Date of Proposal:

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

1. The Proposer proposes the Variation summarised below:

[and reflected in the revised draft Particulars and/or Service Conditions bearing the contract reference and variation number set out above and/or the revised General Conditions updated [ ] and/or the attached draft [insert title and reference of document]. (*delete/complete as appropriate*)]

2. The Proposer requires the proposed Variation to take effect on [ ].

3. The Proposer requires the Recipient to respond to this Variation Proposal in writing within 10 Operational Days, setting out whether:

   - it accepts the proposed Variation; and/or
   - it has any concerns with the contents of this Variation Proposal,

   and any other comments it may have in relation to the proposed Variation.

SIGNED by ……..
Signature

[INSERT AUTHORISED SIGNATORY'S NAME] …….
Title
for and on behalf of [CO-ORDINATING COMMISSIONER/PROVIDER]

SCHEDULE 9

MEMORANDUM OF ADHERENCE

Dated _____

MEMORANDUM OF ADHERENCE

FOR THE

COLLABORATIVE COMMISSIONING OF 999 SERVICES

BETWEEN

CLINICAL COMMISSIONING GROUPS

THIS MEMORANDUM is dated is dated the day of 2016

BETWEEN

(1) [insert name of CCG] whose principal office is at [insert principal office address] ("**New Party"**) and

(2) The clinical commissioning groups named in the Schedule as the existing parties in the collaborative commissioning arrangements ("**Existing Parties"**).

BACKGROUND

(A) This memorandum is entered into under Clause [insert number] of a memorandum of understanding dated [insert date], made between Existing Parties setting out the terms for operating the collaborative commissioning of 999 services as amended from time to time (the "**MOU"**).

(B) The New Party wishes to join the MOU.

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Words and expressions used in this memorandum shall, unless the context expressly requires otherwise, have the meaning given to them in the MOU. The **Effective Date** means the date of this memorandum.

2. **CONFIRMATION AND UNDERTAKING**

2.1 The New Party confirms that it has been supplied with a copy of the MOU. The New Party and each of the Existing Parties undertake with each other that, from the Effective Date, the New Party shall assume all of the rights and obligations under the MOU and shall observe, perform and be bound by the provisions of the MOU that contain obligations on the parties to the MOU as though the New Party was an original party to the MOU.

3. **COUNTERPARTS**

3.1 This memorandum may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

4. **GOVERNING LAW AND JURISDICTION**

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

4.2 This memorandum shall be governed by and construed in accordance with English Law and, subject to Clauses 4.1, the New Party and the Existing Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this memorandum.

This document has been signed and takes effect on the date stated at the beginning of it.

[INSERT NEW PARTY NAME]

AUTHORISED OFFICER **Date**

NHS EAST RIDING OF YORKSHIRE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HULL

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS VALE OF YORK

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HAMBLETON, RICHMONDSHIRE AND

WHITBY CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS HARROGATE AND RURAL DISTRICT

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS SCARBOROUGH AND RYEDALE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS WAKEFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS NORTH

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS SOUTH AND EAST

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS WEST

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 NORTH KIRKLEES

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS GREATER HUDDERSFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS AIREDALE, WHARFEDALE AND

CRAVEN CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS CALDERDALE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS SHEFFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS BARNSLEY

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS ROTHERHAM

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS DONCASTER

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

SCHEDULE 10

EXISTING PARTIES

Party	Address of principal office of Party
NHS East Riding of Yorkshire Clinical Commissioning Group	Health House, Grange Park Lane, Willerby, East Yorkshire, HU10 6DT
NHS Hull Clinical Commissioning Group	2nd Floor, Wilberforce Court, Alfred Gelder Street, Hull, HU1 1UY
NHS Vale of York Clinical Commissioning Group	West Offices, Station Rise, York, YO1 6GA
NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group	Hambleton District Council, Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU
NHS Harrogate and Rural District Clinical Commissioning Group	1 Grimbald Crag Court, St James Business Park, Knaresborough, North Yorkshire, HG5 8QB
NHS Scarborough and Ryedale Clinical Commissioning Group	Scarborough Town Hall, St Nicholas Street, Scarborough, North Yorkshire, YO11 2HG
NHS Sheffield Clinical Commissioning Group	722 Prince of Wales Road, Darnall, Sheffield, South Yorkshire, S9 4EU
NHS Barnsley Clinical Commissioning Group	Hillder House, 49-51 Gawber Road, Barnsley, South Yorkshire, S75 2PY
NHS Rotherham Clinical Commissioning Group	Oak House, Moorhead Way, Bramley, Rotherham, South Yorkshire, S66 1YY
NHS Doncaster Clinical Commissioning Group	Sovereign House, Heavens Walk, Doncaster, South Yorkshire, DN4 5HZ
NHS Wakefield Clinical Commissioning Group	White Rose House, West Parade, Wakefield, West Yorkshire, WF1 1LT
NHS Leeds North Clinical Commissioning Group	Leafield House, 107-109 King Lane, Leeds, West Yorkshire, LS17 5BP
NHS Leeds South and East Clinical Commissioning Group	3200 Century Way, Thorpe Park, Leeds, West Yorkshire, LS15 8ZB
NHS Leeds West Clinical Commissioning Group	Suites 2-4, Wira House, Wira Business Park, Leeds, West Yorkshire, LS16 6EB
NHS Bradford City Clinical Commissioning Group	Douglas Mill, Bowling Old Lane, Bradford, West Yorkshire, BD5 7JR
NHS Bradford Districts Clinical Commissioning Group	Douglas Mill, Bowling Old Lane, Bradford, West Yorkshire, BD5 7JR
NHS North Kirklees Clinical Commissioning	4th Floor, Empire House, Wakefield Old

Group	Road, Dewsbury, West Yorkshire, WF12 8DJ
NHS Greater Huddersfield Clinical Commissioning Group	Broad Lea House, Dyson Wood Way, Bradley, Huddersfield, West Yorkshire, HD2 1GZ
NHS Airedale, Wharfedale and Craven Clinical Commissioning Group	Millennium Business Park, Station Road, Steeton, West Yorkshire, BD20 6RB
NHS Calderdale Clinical Commissioning Group	5th Floor, F Mill, Dean Clough Mills, Halifax, West Yorkshire, HX3 5AX