West Yorkshire and Harrogate
Health and Care Partnership

West Yorkshire & Harrogate
Joint Committee of Clinical Commissioning Groups

Summary report			
Date of meeting: **6 October 2020**		Agenda item: **95/20**	
Report title:		**Joint Committee governance**	
Joint Committee sponsor:		Chair	
Clinical Lead:		N/A	
Author:		Stephen Gregg – Governance Lead	
Presenter:		Stephen Gregg	
Purpose of report: (why is this being brought to the Committee?)			
Decision		Comment	✓
Assurance	✓		

Executive summary

1. This report presents an update on Joint Committee governance issues, including:

   - the appointment of 2 new CCG Lay members to the Joint Committee
   - the formal agreement by the CCGs of the Memorandum of Understanding for Collaborative Commissioning (MoU) and Joint Committee work plan;
   - the significant risks to delivery of the work plan.

Membership of the Committee and PPI Assurance Group

2. Following a formal recruitment process, and to further strengthen independent challenge, the WY&H CCG Accountable Officers have agreed to appoint 2 new CCG lay members. Both have extensive experience of health and care services, of providing independent challenge and of championing the interests of the public, patients and carers. The new representatives are:

   - Ruby Bhatti from Bradford, District and Craven CCG.
   - John Mallalieu from Calderdale CCG.

3. At the last Joint Committee meeting, Members noted that the Patient and Public Involvement (PPI) Assurance Group, now has a core membership of only 5. The Committee requested that further work be done to explore the future membership and role of the Group. At its meeting on 10th August, the PPI Group recommended that to support its assurance role, the 'core' membership of the Group remains one lay member per CCG, but that the Group invites other CCG lay members and CCG associate members to be 'in attendance'.

4. In support of greater system-level working and in line with 'Commissioning Futures', the Group supported in principle developing its role and widening its membership to include other partners. The Group requested that the Chair of the PPI Group works with the Governance Lead to review its role and submit a report to a future meeting of the PPI Group and Joint Committee.

Memorandum of Understanding and work plan

4. At its meeting in public in January 2020, the Joint Committee agreed a revised MoU and work plan. At its development session in March, the Committee recommended that the revised MoU and work plan be presented to the individual CCGs for consideration and approval. All of the West Yorkshire CCGs have now approved the MoU and workplan, which is attached at **Appendix 1**. North Yorkshire CCG has agreed to adopt the principles of collaboration set out in the MoU and to become an Associate member of the Joint Committee.

5. The main substantive changes in the new MoU are:
   - The delegation of new commissioning decisions – both service and non-service specific - to the Joint Committee (see **schedules 2 and 4** of the MoU attached at **Appendix 1**); and
   - Changes in the membership of the Committee, with North Yorkshire CCG becoming an associate member, invited to attend meetings and contribute to the discussion but not able to vote (see the revised terms of reference for the Joint Committee at **schedule 3** of **Appendix 1**)

6. Now that the Joint Committee work plan has been formally agreed, the draft agenda planner for the remainder of 2020/21 is as follows:

Meeting in public	
12th January 2021	Mental health, learning disability and autism • ATU commissioning model. Improving Planned care • Evidence-based interventions Phase 2 • Prescribing . Urgent and emergency care • GP out of hours services

7. A draft agenda plan for 2021/22 will be presented to the meeting on 12th January.

Risk management

8. The Joint Committee has agreed an approach to reviewing and managing the risks to the delivery of its work plan. Risks are given a score of 1-5 for likelihood and 1-5 for impact. These scores are then multiplied to give the total risk score. All risks scored at 12 or above *after mitigation* are reported to the Committee

9. Now that the revised Joint Committee work plan has been agreed, the significant risks to the delivery of the plan have been reviewed and are attached at **Appendix 2.** Controls, assurances and planned mitigating actions are set out for each risk. There are currently 7 risks scored at 12 or above after mitigation:

   Cancer
   1.1 Impact of COVID19 on diagnostic capacity (risk score – 12)

Improving Planned care
4.1 Hydroxychloroquinine monitoring (12)
4.2 Workforce (12)
4.3 Flash glucose monitoring (12)
4.4 Eye care services (16)
4.5 MSK implementation (12)
4.6 Digital (12)

10. As Maternity services have now been added to the Committee's work plan, it was felt that the Committee would benefit from sight of the key risks to delivery. No risks currently score over 12, but for completeness, the following risk is included on the register:

    Maternity
    2.1 Joint commissioning arrangements (9)

    This risk will be removed from further iterations of the register unless the risk score increases to 12 or above.

11. The risks to delivery of the Commissioning Futures programme are currently in draft form and will be reported to the next meeting in public

Recommendations and next steps

The Joint Committee is asked to:

a) **Note** the appointment of 2 new CCG lay members to the Joint Committee.
b) **Note** that the new MOU and work plan have now been agreed by all CCGs and a final copy signed by each CCG's Accountable Officer.
c) **Review** the risk management framework and comment on the actions being taken to mitigate identified risks.

Delivering outcomes: describe how the report supports the delivery of priority outcomes (Health and wellbeing, care and quality, finance and efficiency)

The MoU and work plan focuses on the delivery of priority outcomes.

Impact assessment (please provide a brief description, or refer to the main body of the report)

Clinical outcomes:	A key element of the work plan and critical path for Joint Committee decisions.
Public involvement:	As above.
Finance:	As above.
Risk:	The refreshed risk framework is attached at Appendix 2.
Conflicts of interest:	None identified.

Appendix 1

Dated – 30th June 2020

MEMORANDUM OF UNDERSTANDING

FOR

COLLABORATIVE COMMISSIONING

BETWEEN

CLINICAL COMMISSIONING GROUPS

ACROSS

WEST YORKSHIRE AND HARROGATE

VERSION 1.2

Version	Variations and amendments	Date
1.0	Original version	2 May 2017
1.1	Variations to reflect changes to the Committee voting arrangements and Work Plan. Administrative amendments to reflect the merger of the 3 Leeds CCGs, update membership details and correct drafting and typographical errors.	25 June 2018
1.2	Variations to reflect: Changes in the configuration of the CCGs in West Yorkshire and Harrogate, the membership of the Joint Committee and its voting arrangements. The establishment of the status of Associate Member of the Joint Committee of CCGs. New service and non-service specific matters delegated to the Joint Committee. The priorities set out in the West Yorkshire and Harrogate Five Year plan.	1 April 2020

CONTENTS

THIS AGREEMENT is dated the xx day of xxxx 2020 **BETWEEN**

1) **NHS Bradford District and Craven Clinical Commissioning Group** whose principal office is at Scorex House (West), 1 Bolton Road, Bradford, BD1 4AS ("**Bradford District and Craven CCG**");

2) **NHS Calderdale Clinical Commissioning Gr**oup whose principal office is at 5th Floor, F Mill, Dean Clough Mills, Halifax, West Yorkshire, HX3 5AX ("**Calderdale CCG**");

3) **NHS Greater Huddersfield Clinical Commissioning Group** whose principal office is at Norwich Union House, 2nd Floor, Market Street, Huddersfield HD1 2LF ("**Greater Huddersfield CCG**");

4) **NHS Leeds Clinical Commissioning Group** whose principal office is at Suites 2-4, Wira House, Wira Business Park, Leeds, West Yorkshire, LS16 6EB ("**Leeds CCG**");

5) **NHS North Kirklees Clinical Commissioning Group** whose principal office is at Norwich Union House, 2nd Floor, Market Street, Huddersfield HD1 2LF ("**North Kirklees CCG**"); and

6) **NHS Wakefield Clinical Commissioning Group** whose principal office is at White Rose House, West Parade, Wakefield, West Yorkshire, WF1 1LT ("**Wakefield CCG**"),

each a "**Party**" and together the "**Parties**".

ASSOCIATE MEMBERS

NHS North Yorkshire Clinical Commissioning Group ("**North Yorkshire CCG**") is **not** a **"Party",** but is an Associate Member of the West Yorkshire and Harrogate Joint Committee of CCGs. It is signatory of this document to signify its commitment to the objectives of the collaborative and its agreement to the principles, values and behaviours set out in the West Yorkshire and Harrogate Partnership Memorandum of Understanding.

BACKGROUND

(A) The Parties wish to enter into an arrangement to collaboratively commission the delivery of healthcare services across the geographic area covered by the Parties. Under section 14Z3(2A) of the NHS Act 2006, the Parties may establish a joint committee of the Parties to exercise the Parties' commissioning functions jointly.

(B) Under 'Delivering the Forward View: NHS Planning Guidance 2016/17 – 2020/21[1] published in December 2015, all health and care systems nationally produced a Sustainability and Transformation Plan (STP), setting out how they would accelerate implementation of the Five Year Forward View up to 2021.

(C) This was followed in 2019 by the NHS Long Term Plan. Health and care systems were required to produce a Five Year Plan, setting out how they would implement the Long Term Plan. This Agreement sets out a framework for collaborative decision-making by the Parties in accordance with section 14Z3 of the NHS Act 2006 through a joint committee of the Parties. It will play a crucial role in underpinning the Five Year Plan of the West Yorkshire and Harrogate Health and Care Partnership.

(D) From 1st April 2020, Harrogate and Rural District CCG will merge with Hambleton, Richmondshire and Whitby CCG and Scarborough and Ryedale CCG to form North Yorkshire CCG. North Yorkshire CCG are not Party to this agreement, but have the status of Associate Member of the Joint Committee of CCGs.

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:

"Agreement"	this agreement between the Parties comprising these terms and conditions, together with the Schedules;
"Annual Contribution"	the annual financial contribution of each Party (as set out in Schedule 6) to the Programme Management Budget and such other costs of the Collaborative as the Joint Committee may agree;
"CCG Decisions"	has the meaning set out in Clause 6.1.1;
"Claim"	any legal proceedings or claim including but not limited to: (a) pre-action correspondence and claims for judicial review and any enforcement action brought by the Information Commissioner; and (b) any referral of a dispute to the Secretary of State for Health in accordance with section 9(6) of the National Health Service Act 2006;
"Clinical Chair"	the GP chair of a Party;
"Collaborative"	the collaborative commissioning arrangements set out in this Agreement;
"Commencement Date"	1st April 2020;
"Commissioning Contract"	any agreement with a Provider for any Services listed in the Workplan;
"Commissioning Contract Variation Report"	has the meaning set out in Clause 10.8;
"Data Protection Legislation"	the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the General Data Protection Regulation (Regulations (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) once in application, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the common law duty of confidentiality and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Defaulting Party"	a Party that commits a persistent or material breach of this Agreement;
"Deputy"	has the meaning in paragraph 2.12 of Schedule 3;
"First MoU"	the memorandum of understanding entered into by the Parties dated 14 June 2016 in respect of collaborative commissioning across West Yorkshire and Harrogate;

"Exiting Party"	has the meaning in Clause 15.1;
“Expiry Date”	31 March 2021;
"FOIA"	the Freedom of Information Act 2000, as amended from time to time;
“Five Year Plan”	the Five Year Plan of the West Yorkshire and Harrogate Health and Care Partnership
"Functions"	the commissioning functions of each of the Parties in arranging for the provision of the Services, and “commissioning functions” has the meaning set out in section 14Z3(7) of the NHS Act 2006;
"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 a Provider have a duty to have regard (and whether specifically mentioned in a relevant 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;
“Holding”	in relation to each of the Parties, the percentage by value attributable to it of the annual contract value of the relevant Commissioning Contract, calculated at the start of the relevant financial year;
"Host Party"	the Party which hosts the Programme Management Office from time to time, being NHS Wakefield CCG as at the Commencement Date;
“Information Sharing Agreement”	the information sharing agreement to be entered into between the Parties on or about the date of this Agreement;
"Initial Term"	the period beginning on the Commencement Date and ending on the Expiry Date;
"Joint Committee"	the joint committee established by the Parties for the purpose of the Collaborative;
"Joint Committee Decisions"	has the meaning set out in Clause 6.1.2;
“Joint Committee Member”	means the nominated representative of a Party who is a member of the Joint Committee, in accordance with the terms of reference set out in Schedule 3;
“Joint Committee Associate Member”	means a CCG which attends the Joint Committee of CCGs but does not have voting rights or the same responsibilities as the Parties to this agreement.
"Law"	(a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;

	(b) any enforceable EU right within the meaning of section 2(1) European Communities Act 1972; (c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (d) Guidance; (e) National Standards; and (f) any applicable code, in each case in force in England and Wales;
"Lead Commissioner/Contractor"	in relation to a particular service, the Party listed as the lead commissioner/contractor in Schedule 4 and/or the Workplan;
"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;
“Partnership”	the West Yorkshire and Harrogate Health and Care Partnership
"Personal Data"	has the meaning given to it in the Data Protection Legislation;
“Programme Management Budget”	the budget for the Programme Management Costs in each financial year, to be agreed by the Joint Committee in accordance with Clause 8.3.4;
"Programme Management Office"	the programme management office providing Programme Management Support to the Collaborative and the Joint Committee;
"Programme Management Support"	the programme management support provided to the Collaborative and the Joint Committee by the Programme Management Office as further detailed in Schedule 5;
"Provider"	a provider under any Commissioning Contract as may be set out in the Workplan;
"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: (a) Care Quality Commission; (b) NHS England/Improvement (c) the Department of Health; (d) NICE; and

(e) HealthWatch England;

"Services"	the services described in the Workplan;
"Service Users"	any individual for whose benefit the Services are provided;
"Terminating Party"	a Party exercising its rights to terminate this Agreement in accordance with Clauses 14.4 or 14.5;
"Variation"	an addition, deletion or amendment in the Clauses of or Schedules or Appendices to this Agreement, agreed to be made by the Parties in accordance with Clause 10 (Variations); and
"Variation Report"	has the meaning in Clause 10.3;
"Working Day"	any day other than Saturday, Sunday, a public or bank holiday in England and Wales;
"Workplan"	has the meaning set out in paragraph 2.1 of Schedule 4.

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. References to Appendices are references to the appendices to this Agreement.

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 a Commissioning Contract in respect of a particular Service, 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 or Appendix 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 Expiry Date, subject to earlier termination in accordance with Clause 14 (Termination) and any extension agreed in accordance with Clause 2.2. The Parties agree that the First MoU is hereby terminated and this Agreement shall supersede it in accordance with Clause 24.

2.2 The Parties may agree in writing to extend the Initial 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 extended term (subject to earlier termination in accordance with Clause 14 (Termination)).

3. PRINCIPLES OF COLLABORATION

3.1 In performing their respective obligations under this Agreement, the Parties will adopt the principles, values and behaviours set out in the West Yorkshire and Harrogate Partnership Memorandum of Understanding. In particular the parties must:

3.1.1 adhere to the principles and objectives set out in Schedule 7;

3.1.2 work proactively with Service Users and the public, actively seeking their engagement at all stages of the commissioning cycle;

3.1.3 at all times act in good faith towards each other;

3.1.4 collaborate and co-operate to work towards ensuring that the commissioning ambitions and intentions of each of the Parties are met;

3.1.5 be ambitious for the populations the Parties serve and the staff the Parties employ;

3.1.6 undertake shared analysis of problems and issues as the basis of taking action;

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

3.1.8 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;

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

3.1.10 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;

3.1.11 adopt a positive outlook and behave in a positive, proactive manner;

3.1.12 act in an inclusive manner with regards to collaboration;

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

3.1.14 work effectively with internal and external stakeholders;

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

3.1.16 focus on quality;

3.1.17 seek best value for money, productivity and effectiveness;

3.1.18 develop towards a level of commissioning that is equal to best international practice; and

3.1.19 promote innovation.

3.2 Associate Members of the Joint Committee agree to adopt the principles of collaboration set out in Paragraph 3.1 and to seek the objectives set out in Paragraph 4.1 and at Schedule 7. They have no formal obligations in relation to this Agreement, in particular those set out at Section 5 – Roles and Responsibilities, Section 6 - Governance and Monitoring and Section 8 - Collaborative Costs and Resources.

4. OBJECTIVES OF COLLABORATION

4.1 The Parties agree that the main objective of the Collaborative is to contribute to the development and implementation of the Five Year Plan of the West Yorkshire and Harrogate Health and Care Partnership, set out in Schedule 7. It will do this by ensuring that the work of the Collaborative aligns with place-based commissioning and the Partnership arrangements set out in the West Yorkshire and Harrogate Partnership MoU. .

4.2 The Parties agree to seek to achieve the main objective of the Collaboration through:

4.2.1 planning for the provision 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 and all relevant Law and Guidance applicable to the Parties;

4.2.2 agreeing the extent of the Services, and procuring the Commissioning Contracts (where relevant);

4.2.3 where relevant, managing and maintaining the Commissioning Contracts, 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

4.2.4 where relevant, managing variations to the Commissioning Contracts in accordance with national policy, the needs of Service Users and clinical developments.

5. ROLES AND RESPONSIBILITIES

5.1 The Parties agree that where a Deputy assumes the role of its nominated Joint Committee Member for a meeting, all references in this Agreement to a Joint Committee Member that are relevant to the meeting will be read as referring to the Deputy.

5.2 Each Party must:

5.2.1 ensure its Joint Committee Members attend every meeting of the Joint Committee;

5.2.2 ensure its Joint Committee Members have considered all documentation and are prepared to discuss matters at meetings of the Joint Committee;

5.2.3 make all reasonable efforts to inform the Chair in advance if its Joint Committee Member or Deputy is unable to attend meetings of the Joint Committee;

5.2.4 ensure it engages with all other Parties in matters related to the Collaborative;

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

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

6. GOVERNANCE AND MONITORING ARRANGEMENTS

6.1 The Parties agree that, for matters relating to the Services, there are three different levels of decision-making:

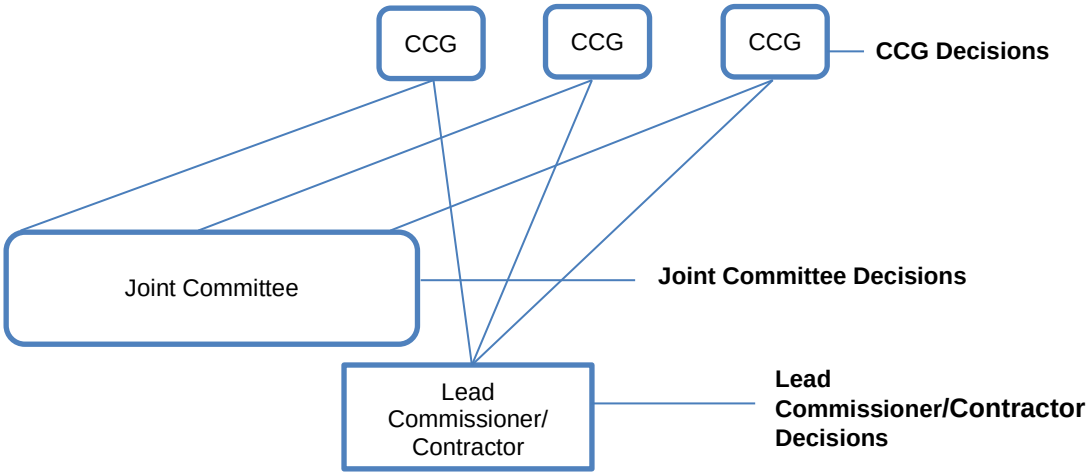
6.1.1 those decisions reserved to each Party ("**CCG Decisions**");

6.1.2 those decisions which are delegated by each Party to the Joint Committee ("**Joint Committee Decisions**"); and

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

6.2 Where, in relation to a particular Service, a Lead Commissioner/Contractor is not appointed, there will be no Lead Commissioner/Contractor Decisions.

6.3 The following diagram illustrates the levels of decision-making:



6.4 The Parties agree that matters that are not related to the Services ("**Non-Service Specific Matters**") shall be dealt with in accordance with Clause 6.10.3.

CCG Decisions

6.5 Each Party must ensure that the matters set out as CCG Decisions in Schedule 4 and/or the Workplan are reserved to each Party (or governing body or committee of each Party as appropriate).

6.6 The Parties agree that neither a Lead Commissioner/Contractor nor the Joint Committee has delegated authority to make CCG Decisions.

6.7 Each Party shall put in place mechanisms to ensure CCG Decisions are notified to:

6.7.1 the Lead Commissioner/Contractor (if relevant); or

6.7.2 the relevant Provider,

for action to be taken under the relevant Commissioning Contract, if appropriate.

6.8 Each Party shall report to the Joint Committee through its Joint Committee Member any CCG Decisions that affect the Collaborative.

6.9 Clauses 6.5 – 6.8 do not apply to Associate Members of the Joint Committee. For the avoidance of doubt, this means that Associate Members are not required to take the CCG Decisions in Schedule 4 and/or the Workplan.

Joint Committee Decisions

6.10 Each Party must:

6.10.1 appoint two representatives to represent it as Joint Committee Members;

6.10.2 provide the names and contact details of its nominated Joint Committee Members and Deputy in Schedule 1;

6.10.3 ensure that the matters set out as:

(a) Joint Committee Decisions in Schedule 4 and/or the Workplan; and

(b) the Non-Service Specific Matters set out in Schedule 2,

are delegated effectively and lawfully to the Joint Committee such that the Joint Committee has the appropriate authority to bind that Party in relation to Joint Committee Decisions and Non-Service Specific Matters;

6.10.4 ensure that the relevant Joint Committee Members are sufficiently appraised of the scope of the delegation by the relevant Party to the Joint Committee in relation to Joint Committee Decisions relating to the relevant Service and the Non-Service Specific Matters; and

6.10.5 ensure the relevant Joint Committee Members are able to give and receive notices and other communications that relate to the relevant Service.

6.11 Where a Party sends a Deputy to meetings of the Joint Committee in place of a Joint Committee Member in accordance with paragraph 2.12 of Schedule 3, the Parties shall ensure that the Deputy assumes the role of the Joint Committee Member for that meeting.

6.12 The Parties acknowledge and agree that:

6.12.1 the terms of reference of the Joint Committee will be as set out in Schedule 3; and

6.12.2 it is the Joint Committee that makes Joint Committee Decisions which bind the Parties and not the Joint Committee Members nominated by each Party.

6.13 The Parties agree that a Lead Commissioner/Contractor does not have delegated authority to make Joint Committee Decisions.

6.14 The Joint Committee shall implement reporting mechanisms to ensure that Joint Committee Decisions are notified to:

6.14.1 the Lead Commissioner/Contractor (if relevant); or

6.14.2 the Provider,

for action to be taken under the relevant Commissioning Contract, if relevant; and

6.14.3 each Party for onward dissemination to its members and governing body, as each Party deems appropriate.

6.15 Clauses 6.10 – 6.14 do not apply to Associate Members of the Joint Committee. For the avoidance of doubt, this means that Associate Members do not delegate any matters to the Joint Committee and are not bound by Joint Committee Decisions and Non-Service Specific Matters.

Lead Commissioner/Contractor Decisions

6.16 Where the Parties have appointed a Lead Commissioner/Contractor for a Service, each Party must ensure that the matters set out as Lead Commissioner/Contractor Decisions Schedule 4 and/or the Workplan are delegated effectively and lawfully to the Lead Commissioner/Contractor.

6.17 Subject to Clause 6.16, the Parties acknowledge that where the Parties have appointed a Lead Commissioner/Contractor for a Service, the Lead Commissioner/Contractor is able to:

6.17.1 make Lead Commissioner/Contractor Decisions and such decisions will bind all of the Parties in relation to the Service; and

6.17.2 take action under the Commissioning Contracts in relation to Lead Commissioner/Contractor Decisions without reference to the Parties or the Joint Committee; and

6.17.3 implement Joint Committee Decisions as directed by the Joint Committee.

6.18 The Lead Commissioner/Contractor shall report to the Joint Committee in accordance with any reporting requirements as may be set out in the Workplan.

6.19 Clauses 6.16 – 6.18 do not apply to Associate Members of the Joint Committee. For the avoidance of doubt, this means that Associate Members do not delegate any matters to the Lead Commissioner/Contractor.

7. INSPECTION

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

8. COLLABORATIVE COSTS AND RESOURCES

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

8.2 The Parties agree that the Host Party shall host the Programme Management Office which shall provide Programme Management Support to the Collaborative and the Joint Committee as set out in Schedule 5. Such hosting shall include the employment and/or engagement of staff.

8.3 The Parties agree that:

8.3.1 the Host Party shall manage the Programme Management Budget on behalf of the Parties;

8.3.2 each Party shall make an Annual Contribution to the Host Party in respect of the Programme Management Budget in accordance with this Clause 8 and Schedule 6;

8.3.3 the Programme Management Budget shall include (but not be limited to) costs which fall into the categories set out in Schedule 6;

8.3.4 the Joint Committee may agree that costs which do not fall within the categories set out in Schedule 6 will be shared between the Parties and may determine the proportions in which such costs shall be shared between the Parties; and

8.3.5 at least 30 days prior to the start of each financial year, the Joint Committee shall agree:

(a) the Programme Management Budget for the next financial year; and

(b) the proportions in which the Parties shall make Annual Contributions to the Programme Management Budget in the forthcoming financial year.

8.4 The provisions of Schedule 6 shall apply in relation to the management of the Programme Management Budget.

8.5 Clauses 8.1 – 8.4 do not apply to Associate Members of the Joint Committee.

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 further undertakes to indemnify the Lead Commissioner/Contractor against any liability, damages, costs, claims or proceedings arising out of or in connection with any act or omission (which is not recklessly negligence, fraudulent or involving criminal liability) committed or omitted by it during the course of performing its obligations under this Agreement, provided that the liability of each Party under such indemnity will be limited to the proportion of the total amount from time to time indemnified under this Clause 9.3 equal to that Party's Holding.

9.4 In the event that any Party (or Parties) receives a Claim against it which relates to a decision of the Joint Committee made on behalf of that Party (or Parties) (the "Receiving Party") in accordance with this Agreement, then the Receiving Party shall inform the Joint Committee as soon as reasonably practicable. Notwithstanding that such Claims shall be responded to by the Receiving Party, each Party agrees (whether through the Joint Committee or otherwise) to assist and co-operate with the Receiving Party to enable the Receiving Party to respond to the Claim.

9.5 Each Party shall bear its own costs and expenses incurred in connection with responding to any Claims received by it which relate to decisions of the Joint Committee made on its behalf or otherwise.

9.6 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. VARIATIONS

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 a Commissioning Contract, Clauses 10.8 to 10.10 shall apply.

Variations to this Agreement

10.3 The Party proposing the Variation shall provide a report in writing to the Joint Committee (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, this Agreement;

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 Joint Committee of the Variation Report and allowing twenty (20) Working Days in which to consider the Variation Report, the Joint Committee 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 Joint Committee is 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 8 (Variations).

Variations to a Commissioning Contract

10.8 The Party proposing any variation to a Commissioning Contract shall provide a report (the "**Commissioning Contract Variation Report**") in writing to the Lead Commissioner/Contractor (if relevant) or the Joint Committee (if there is no Lead Commissioner/Contractor) setting out:

10.8.1 the variation proposed;

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

10.8.3 a statement on the individual responsibilities of the Parties for any implementation of the variation.

10.9 Following receipt by the Joint Committee or Lead Commissioner/Contractor (as relevant) of the Commissioning Contract Variation Report and allowing twenty (20) Working Days in which to consider the Commissioning Contract Variation Report, the Joint Committee shall meet to discuss the proposed variation.

10.10 Where the variation is agreed by the Joint Committee, the Lead Commissioner/Contractor (if relevant) or the Party proposing (if there is no Lead Commissioner/Contractor) the variation shall put the variation to the Provider in accordance with the relevant provisions of the Commissioning Contract.

11. NOTICES

11.1 Any notices to be given under the Agreement must be in writing and served on the Parties' first named Joint Committee Member in Schedule 1 either by hand, post, or e-mail to the address for that Joint Committee Member as set out in Schedule 1.

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.

12. DISPUTE RESOLUTION

12.1 Where any dispute arises between the Parties including the Lead Commissioner/Contractor (if relevant) or where the Joint Committee cannot reach a decision in accordance with its terms of reference, the Parties must use their best endeavours to resolve that dispute on an informal basis at the next meeting of the Joint Committee.

12.2 Where any matter referred to dispute resolution is not resolved under Clause 12.1, any Party in dispute may refer the dispute to the Accountable Officers of the relevant Parties, who will cooperate in good faith to recommend a resolution to the dispute within ten (10) Working Days of the referral.

12.3 If the dispute is not resolved under Clauses 12.1 and 12.2, any Party in dispute may refer the dispute to NHS England and each Party will co-operate in good faith with NHS England to agree a resolution to the dispute within ten (10) Working Days of the referral.

12.4 Any referral to NHS England under Clause 12.3 shall be to Director of Commissioning, NHS England.

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

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

13.1.1 that Party establishing the Joint Committee as a joint committee of the relevant Party and delegating the exercise of its Functions as set out in the Scheme of Delegation;

13.1.2 that Party agreeing to be bound by the terms of this Agreement and entering into a Memorandum of Adherence in the form set out in Schedule 9; and

13.1.3 the agreement of all the existing Parties.

13.2 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 14.1 is not required. For the avoidance of doubt, this includes an organisation formed as a result of the 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.

14.3 The Parties agree that a failure of a Party's Joint Committee Member or Deputy to attend three meetings (whether consecutive or otherwise) of the Joint Committee in any one financial year shall constitute a default which is not capable of remedy in accordance with Clause 14.2.

Termination of a Party in relation to a Service

14.4 Where a Party terminates its participation in a Commissioning Contract, that Party's participation in matters relating to the relevant Service and that Party's inclusion in the Workplan in relation to the Service shall automatically terminate on the same date.

Termination of a Party's participation in this Agreement

14.5 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.

14.6 Upon termination in accordance with Clauses 14.2, 14.4 or 14.5, 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 (Variations).

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; and

15.1.3 reconciliation of the Programme Management Budget against actual expenditure shall be undertaken in accordance with Schedule 6.

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, 0, 17, 18, 19, 23, 28 and Schedule 6 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 to enable the efficient operation of the Collaborative.

18. **DATA PROTECTION**

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

18.2 The Parties may share information with each other which may comprise anonymised and pseudonymised data to support decision-making by the Collaborative, but will not include any patient identifiable data. The Parties shall comply with the terms of the separate Information Sharing Agreement.

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.

19.7 Where the Programme Management Office or the Joint Committee receives a request for information in relation to this Agreement then the relevant affected Parties may agree that the response to such request for information shall be co-ordinated by the Programme Management Office on behalf of the Parties involved, such Parties to assist and co-operate with the Programme Management Office in this regard.

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 Joint Committee. The Parties shall co-operate as to the resolution of complaints.

23.3 In the event that a complaint arises about a Commissioning Contract, that complaint should be dealt with in accordance with the procedure set out in the relevant 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 12.1 (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

Signed by _____Helen Hirst_____

for and on behalf of **NHS Bradford, District and Craven Clinical Commissioning Group**

Date of signature 25th September 2020

Signed by _____Neil Smurthwaite_____

for and on behalf of **NHS Calderdale Clinical Commissioning Group**

Date of signature 25th September 2020

Signed by _____Carol McKenna_____

for and on behalf of **NHS Greater Huddersfield Clinical Commissioning Group**

Date of signature 25th September 2020

Signed by _____Tim Ryley_____

for and on behalf of **NHS Leeds Clinical Commissioning Group**

Date of signature 25th September 2020

Signed by ____Carol McKenna_____

for and on behalf of **NHS North Kirklees Clinical Commissioning Group**

Date of signature 25th September 2020

Signed by ____Jo Webster_____

for and on behalf of **NHS Wakefield Clinical Commissioning Group**

Date of signature 25th September 2020

ASSOCIATE MEMBERS of the Joint Committee of CCGs

Agree to adopt the principles of collaboration set out in Paragraph 3.1 and to seek the objectives set out in Paragraph 4.1 and at Schedule 7.

Signed by _____Amanda Bloor_____

for and on behalf of **NHS North Yorkshire Clinical Commissioning Group**

Date of signature 25th September 2020

SCHEDULE 1

JOINT COMMITTEE MEMBERS

1. Joint Committee Member details

1.1. The table below sets out the names of each Party's nominated Joint Committee Members.

Name of Party	Name of Joint Committee Members	Name of Deputy
Bradford District and Craven CCG	Helen Hirst	Nancy O'Neil
	Dr James Thomas	Dr Sohail Abbas
Calderdale CCG	Neil Smurthwaite	
	Dr Steven Cleasby	
Greater Huddersfield CCG	Carol McKenna	Ian Currell
	Dr Steve Ollerton	
Leeds CCG	Tim Ryley	Visseh Pejhan – Sykes
	Dr Jason Broch	
North Kirklees CCG	Carol McKenna	Ian Currell
	Dr Khalid Naeem	Dr Nadeem Ghafoor
Wakefield CCG	Jo Webster	
	Dr Adam Sheppard	

2. Associate Member details

North Yorkshire CCG	Amanda Bloor	
	Dr Charles Parker	To be confirmed

SCHEDULE 2

NON-SERVICE SPECIFIC MATTERS

1. The Parties agree that the matters below are Non-Service Specific Matters and shall be delegated to the Joint Committee in accordance with Clause 6.10.3:

    1.1. consideration, and agreeing or proposing resolutions to, disputes referred to the Joint Committee in accordance with Clause 12 (Dispute Resolution);

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

    1.3. agreeing the Programme Management Budget for each financial year and oversight of management of the Programme Management Budget by the Host Party;

    1.4. development and communication;

    1.5. engagement events;

    1.6. engaging with the West Yorkshire Association of Acute Trusts (WYAAT) Committee in Common, other Provider Groups and the West Yorkshire and Harrogate Health and Care Partnership System Leadership Executive Group as appropriate to further the Partnership objectives as set out in Schedule 7; and

    1.7. agreeing the future arrangements for commissioning at scale for WY&H, ensuring that they align with place-based commissioning arrangements and Partnership structures and contribute to the delivery of the Partnership's five year plan, including:

    - the timescales and milestones for any agreed changes.
    - the implementation plan and programme of transition to any agreed new arrangements.
    - appropriate resourcing of the new arrangements, ensuring that they provide value for money
    - appropriate communications between the Joint Committee and its constituent CCGs on any agreed implementation plan.

SCHEDULE 3

TERMS OF REFERENCE OF THE JOINT COMMITTEE

1. ROLE OF THE JOINT COMMITTEE

1.1. The overarching role of the Joint Committee is to take efficient and effective commissioning decisions on a place basis, where appropriate and in accordance with the delegation of authority from each Party, and, in doing so, to support the aims and objectives of the Partnership's Five Year Plan as set out in Schedule 7. The Joint Committee shall at all times act in accordance with all relevant Law and Guidance applicable to the Parties and relevant to the joint exercise of each Party's Functions.

2. TERMS OF REFERENCE OF THE JOINT COMMITTEE

Frequency and notice of meetings

2.1. Meetings shall be held monthly or other such frequency as agreed by the Parties.

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

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.

2.4. Meetings of the Joint Committee shall be open to the public save where the Joint Committee resolves to exclude members of the public from any meeting or part of a meeting on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted, or there are special reasons as stated in the resolution and arising from the nature of the business of the proceedings.

2.5. The Chair may exclude any member of the public from a meeting of the Joint Committee if they are interfering with or preventing the proper or reasonable conduct of that meeting.

2.6. Members of the public or representatives of the press may not record proceedings in any manner whatsoever, other than writing, or make any oral report of the proceedings as they take place, without the prior written agreement of the Chair.

2.7. The right of attendance at meetings by members of the public as referred to in paragraph 2.4 does not give the right to such members of the public to ask questions or otherwise participate in that meeting, unless invited to do so by the Chair.

Joint Committee Members and attendees

2.8. The Joint Committee Members shall comprise:

2.8.1. two voting representatives appointed by each Party; and

2.8.2. three non-voting lay representatives (appointed by the Parties via an open application process) to comprise:

(a) one lay representative who is independent of any of the Parties (the "Independent Lay Representative"); and

(b) two lay representatives who are existing lay members of a Party's governing body (provided that the two lay representatives shall not be lay members of the same Party).

2.9. Associate Members of the Joint Committee shall be invited to attend meetings and may contribute to the discussion of all matters, but shall not be able to vote on a matter.

2.10. The Joint Committee shall invite a representative of NHS England to attend meetings and may invite other persons to attend meetings as it deems appropriate. No such persons invited to attend meetings shall be able to vote on a matter.

Quorum

2.11. Meetings of the Joint Committee shall be quorate when at least 75% of the Joint Committee Members are present.

2.12. In circumstances where a Joint Committee Member who is not a lay representative is unable to attend a meeting, or they have a conflict of interest which required them to be excluded from a meeting, the nominating Party may send to a meeting of the Joint Committee a deputy (a "**Deputy**") to take the place of the Joint Committee Member. Where a Party sends a Deputy to take the place of the Joint Committee Member, the references in this paragraph 2 to Joint Committee Members shall be read as references to the Deputy. Parties must ensure that a Deputy attending a meeting of the Joint Committee has the necessary delegated authority.

Voting

2.13. The Joint Committee Members nominated by each Party (referred to in paragraph 2.8.1 above) shall have one vote between them, so that there is one vote per Party. The lay representative Joint Committee Members shall not vote on any matter.

2.14. The Joint Committee will make decisions by consensus of those Joint Committee Members present and voting at the meeting wherever possible. If a consensus decision cannot be reached then decisions of the Joint Committee will be made by 75% majority of those Joint Committee Members voting and present at the meeting.

2.15. The validity of any act of the Joint Committee shall not be affected by any defect in its constitution, by any vacancy among the Joint Committee Members or by any defect in the appointment of any of its Joint Committee Members.

Chair

2.16. The Independent Lay Representative shall be appointed Chair of the Joint Committee. The Joint Committee will appoint another of the Joint Committee Lay Members to act as Deputy Chair.

Administration

2.17. The Programme Management Office shall provide administrative support and advice to the Joint Committee including but not limited to:

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

2.17.2. maintaining a register of interests for Joint Committee Members and Associate Members; and

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

Duties

2.18. The Joint Committee will:

2.18.1. make Joint Committee Decisions (as set out in Schedule 4 and/or the Workplan); and

2.18.2. undertake actions as set out in this Agreement.

Relationship with the Parties

2.19. Minutes of meetings of the Joint Committee shall be provided to the members and/or governing bodies of the Parties.

2.20. The Joint Committee shall produce, with the support of the Programme Management Office, an annual report of the work of the Joint Committee which shall be provided to the members and /or governing bodies of each Party.

Special Meetings

2.21. Special meetings of the Joint Committee on any matter may be called by any of the Parties acting through its Joint Committee Member by giving at least forty-eight (48) hours' notice by e-mail to the other Joint Committee Members in the following circumstances:

2.21.1. where that Party has concerns relating to the safety and welfare of Service Users under any Commissioning Contract(s);

2.21.2. in response to a quality, performance or financial query by any Regulatory or Supervisory Body;

2.21.3. to convene a meeting under Clause 12.1 (Dispute Resolution) of the Agreement; and/or

2.21.4. for the consideration of any matter which that Party considers of sufficient urgency and importance that its consideration cannot wait until the date of the next meeting.

Conflicts of Interest

2.22. Each Joint Committee Member and Associate Member must abide by all policies of the Party it represents in relation to conflicts of interest.

2.23. Where any Joint Committee Member or Associate Member 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, whether or not that Joint Committee Member may participate and/or vote in meetings (or parts of meetings) in which the relevant matter is discussed. Where the Chair decides to exclude a Joint Committee Member, the relevant Party may send a Deputy to take the place of the conflicted Joint Committee Member in relation to that matter in accordance with paragraph 2.12.

Review

2.24. These terms of reference shall be reviewed by the Joint Committee at least annually and any consequential amendments approved by each Party..

SCHEDULE 4

SCOPE OF DECISION MAKING

1. INTRODUCTION

Each Party shall ensure that the matters noted as Joint Committee Decisions in this Schedule 4 and the matters set out in the Workplan in the Appendix are properly and lawfully delegated to the Joint Committee in accordance with the NHS Act 2006 and each Party's constitution and internal procedures.

2. MATTERS WITHIN THE SCOPE OF THIS AGREEMENT

Workplan - general

2.1 The Joint Committee workplan (the "**Workplan**") sets out the scope of the Joint Committee's work. The Workplan effective from the date of this agreement and approved by the Parties is set out in the Appendix to this Schedule 4.

2.2 The Parties agree that the Workplan will be underpinned by a 'gateway' approach for the Services which are the subject of the Workplan, setting out the process and approvals for project initiation, case for change, options appraisal and final decision making.

Workplan review

2.3 The Parties shall agree any potential new service areas which all of the Parties agree should be brought within the scope of the Workplan during the term of this Agreement ("Future Joint Committee Matters"), subject to certain conditions ("Gateway Conditions") being met. The Gateway conditions shall require an assessment by the Parties that the new service area meets one or more of the '3 tests' used by the Partnership to determine whether working at WY&H level will add value:

2.3.1 Commissioning at scale

2.3.2 Tackling wicked issues

2.3.3 Learning from each other

2.4 Each Party shall assess that one or more of the '3 tests' have been met in each case. Following such review, the Parties shall agree the Future Joint Committee Matters and the reporting mechanisms as between the Joint Committee and each Party in respect of changes to the Workplan.

2.5 The Parties shall document the matters set out in paragraph 2.4 in this Agreement and in the Joint Committee terms of reference in Schedule 3 by way of a variation to this Agreement in accordance with Clause 10 to be approved by each Party. .

CCG Decisions

2.6 The Parties agree that the following matters are CCG Decisions which are reserved to each Party:

2.6.1 approval of the Workplan;

2.6.2 any other matter which is not set out in the Workplan and is not a Non-Service Specific Matter.

Joint Committee Decisions

2.7 The Parties have agreed that decisions in relation to the matters set out below shall be Joint Committee Decisions and shall be delegated to the Joint Committee accordingly:

2.7.1 matters set out in the Workplan; and

2.7.2 Non-Service Specific Matters set out in Schedule 2.

2.8 To avoid doubt, Joint Committee Decisions may be made by the Joint Committee without reference back to each Party.

Lead Commissioner/Contractor Decisions

2.9 The Parties may agree to delegate decisions in respect of a particular Service to a Lead Commissioner/Contractor in accordance with each Party's constitution and scheme of delegation and shall document any such matters in this Schedule 4 by way of a variation to this Agreement.

2.10 To avoid doubt, any Lead Commissioner/Contractor Decisions may be made by the Lead Commissioner without reference back to each Party or to the Joint Committee.

APPENDIX

West Yorkshire and Harrogate Joint Committee of CCGs – Work plan

Decisions delegated to the Joint Committee by the CCGs

Cancer

Develop and agree WY&H commissioning policies impacting on cancer care, including but not limited to:

- *Lynch syndrome testing*
- *Optimal cancer pathways which deliver Constitutional standards*
- *Tele dermatology services for suspected skin cancers*
- *Rapid diagnostic centres*
- *Personalised support for people living with and beyond cancer*

Improving Planned Care

- *Develop and agree WY&H commissioning policies, including, but not limited to:*
  - *Clinical thresholds and procedures of low clinical value;*
  - *Efficient prescribing.*
- *Develop and agree service specifications, service standards and the commissioning and procurement approach to support pathway optimisation, including outpatients transformation.*

Maternity

Agree the approach to commissioning maternity services across WY&H including

- *the specification, service standards and commissioning policy.*
- *the commissioning and procurement approach*

Mental health, learning disability and autism

- *Agree a single operating model for the management of acute and psychiatric intensive care unit (PICU) beds across West Yorkshire and Harrogate.*
- *Agree a standard commissioning approach to acute and PICU services and a commitment to peer review local crisis services to ensure risk and benefit can be clearly understood and managed across West Yorkshire and Harrogate.*
- *Agree the plan for the provision of children and young people inpatient units, integrated with local pathways.*
- *Agree a collaborative commissioning model for Assessment and Treatment Units across West Yorkshire for people with learning disabilities to support the new operating model.*

Stroke

Agree the configuration of Hyper Acute and Acute stroke services

- *Review and approve outline business case. Decide on readiness to consult.*
- *Review outcomes of consultation.*
- *Approve full business case*
- *Consider and approve commissioning approach and approve delivery plan.*

<u>Urgent and emergency care</u>

Agree for WY&H the transformational, finance and contractual matters identified as 'CCG decisions to be made in collaboration' in the MoU for the Collaborative Commissioning of Integrated Urgent and Emergency Care Services between CCGs across Yorkshire and the Humber. Namely, for Integrated Urgent Care and 999 services:

Agree:

Transformational matters

- *arrangements for delivery of the commissioners' strategic intentions.*
- *arrangements for assuring the delivery of the providers responses to the agreed commissioning intentions as a whole system*
- *the range of services to be commissioned from the Provider and how they are to be commissioned.*
- *medium to long term planning for the integration of the Service*
- *service redesign to further integrate the Services with other health and social care services.*

Finance matters

- *Negotiate and recommend the Finance schedule for the annual Commissioning Contract*
- *Agree the re-investment of in year contractual penalties (financial) in terms of spend and reasons for spend*
- *Agree additional in-year investment from CCGs*

Contractual matters

- *Approve the terms of the annual Commissioning Contract*
- *Ratify variations to the Commissioning Contract (excluding variations that only affect a single Party)*
- *Agree communications activity relating to matters governed by the Commissioning Contract*
- *Approve proposals for CQUIN indicators*
- *Agree actions if concerns are identified about actual and contracted activity levels.*

In addition, agree:

- *The specification, business case, commissioning and procurement process for GP out of hours services.*

SCHEDULE 5

PROGRAMME MANAGEMENT SUPPORT

SCOPE OF PROGRAMME MANAGEMENT SUPPORT

1.1 The Host Party shall provide Programme Management Support to the Collaborative and the Joint Committee, to include the following:

1.1.1 secretariat to the Joint Committee, including agendas papers and minutes;

1.1.2 oversight and support to the West Yorkshire and Harrogate Partnership collaborative programmes;

1.1.3 facilitation and co-ordination of West Yorkshire and Harrogate Five Year Plan activity;

1.1.4 partnership working with the 6 local place based planning units to ensure alignment and connectivity; and

1.1.5 support to the establishment of more formal governance and decision making structures to support the Partnership.

SCHEDULE 6

COSTS AND RESOURCES OF THE COLLABORATIVE

1.1. The Annual Contribution of each Party shall be determined by agreement of the Joint Committee in accordance with Clause 8.3.5.

1.2. The Host Party will issue an invoice to each Party for its respective Annual Contribution for the relevant financial year within 30 days of the beginning of that financial year. Each Party shall pay its Annual Contribution to the Host Party within 30 days of receipt of an invoice from the Host Party.

1.3. The Parties agree that the Annual Contributions may be used to reimburse the Host Party for costs associated with the Programme Management Support, including (but not limited to):

1.3.1. salary and travel costs of Programme Management Office staff; and

1.3.2. administration costs associated with the Collaborative and Programme Management Support, including:

1.3.2.1. office and meeting room hire;

1.3.2.2. IT support and telephony costs;

1.3.2.3. printing and stationery costs.

1.4. The Joint Committee may agree to expand or reduce the scope of the Programme Management Support provided by the Host Party subject to any additional costs incurred by the Host Party as a result of such expansion or reduction being apportioned between the Parties in such proportions as the Joint Committee may agree. In the case of a reduction in the scope of the Programme Management Support such additional costs shall include, but not be limited to, redundancy costs payable by the Host Party as a result of a reduction in the scope of Programme Management Support.

Reporting to the Joint Committee

1.5. The Host Party will provide a monthly written report to the Joint Committee setting out income and expenditure to date in respect of the Programme Management Budget, including identification of and provision of reasons for, any potential overspend or underspend against the Programme Management Budget, and any recommended actions for the Joint Committee to consider.

1.6. The Host Party will provide an annual written report to the Joint Committee setting out the final year-end position in respect of the Programme Management Budget, reconciling expenditure against budget and detailing any overspends or underspends and the reasons for such.

Overspends and underspends during the term of the Agreement

1.7. The Parties agree that any overspends against the Programme Management Budget in any financial year shall be shared between the Parties in the same proportions as the Annual Contributions to the Programme Management Budget in the relevant financial year unless otherwise agreed by the Joint Committee. The Host Party shall issue an invoice to each Party in respect of its share of the overspend within 30 days of the end of the relevant financial year to which the overspend relates. Each Party shall pay the Host Party its share of the overspend within 30 days of receipt of the invoice from the Host Party.

1.8. The Parties agree that any underspends against the Programme Management Budget in any financial year shall be shared between the Parties in the same proportions as the Annual Contributions to the Programme Management Budget in the relevant financial year unless otherwise agreed by the Joint Committee. Each Party shall issue an invoice to the Host Party for its share of the underspend within 30 days of the end of the relevant financial year to which the underspend relates. The Host Party shall pay each Party its share of the underspend within 30 days of receipt of the invoice from the relevant Party.

Reconciliation of Programme Management Budget on expiry or early termination of the Agreement

1.9. In the event that this Agreement expires or terminates (in whole) in accordance with its terms, the Host Party shall undertake a reconciliation of the Programme Management Budget as against actual expenditure and provide a written reconciliation report to each Party no later than 30 days following the expiry date or the date of termination (as relevant).

1.10. Such reconciliation shall set out the balance of any monies owing to each Party (in the event there has been an underspend as at the relevant date) or the balance of monies to be paid by each Party to the Host Party (in the event there has been an overspend as at the relevant date).

1.11. The Host Party shall issue an invoice to each Party, or each Party shall invoice the Host Party (as appropriate) and such invoices shall be paid within 30 days of receipt.

1.12. Where this Agreement terminates partially in respect of one or more Parties only, but not all of the Parties, then the Host Party shall provide the written reconciliation report referred to in paragraph 1.9 above to the Joint Committee setting out the balance of monies owed to or owed by (as the case may be) the Exiting Party (or Exiting Parties) for the Joint Committee's approval. Subject to such approval, the Host Party shall issue an invoice to the Exiting Party (or Exiting Parties) or the Exiting Party (or Exiting Parties) shall issue an invoice to the Host Party (as appropriate) and such invoice shall be paid within 30 days of receipt.

SCHEDULE 7

WEST YORKSHIRE AND HARROGATE FIVE YEAR PLAN – PRINCIPLES AND OBJECTIVES

1.1. The WY&H Five Year Plan can be found here:

https://wyhpartnership.co.uk/

SCHEDULE 8

VARIATIONS

The Parties will insert agreed variations to this Agreement in this Schedule 8.

Variation	Date of insertion

SCHEDULE 9

MEMORANDUM OF ADHERENCE

Dated_____

MEMORANDUM OF ADHERENCE

FOR THE

COLLABORATIVE COMMISSIONING

BETWEEN

CLINICAL COMMISSIONING GROUPS ACROSS WEST YORKSHIRE AND HARROGATE

THIS MEMORANDUM is dated is dated the day of 20{●}

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 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 BRADFORD, DISTRICT AND

CRAVEN CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS CALDERDALE

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS GREATER HUDDERSFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS LEEDS

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS NORTH KIRKLEES

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

NHS WAKEFIELD

CLINICAL COMMISSIONING GROUP

Authorised Officer **Date**

Appendix 2

West Yorkshire and Harrogate Joint Committee of CCGs

Assurance Framework

Introduction

The Assurance Framework sets out how the Joint Committee will manage the principal risks to delivering agreed STP outcomes covered by the Committee's work plan. The Framework enables the Committee to assure itself (gain confidence, based on evidence). The framework aligns risks, key controls and assurances.

Where gaps are identified, or key controls and assurances are insufficient to reduce the risk of non-delivery, the Committee will agree the action that needs to be taken. Planned actions will enable the Committee to monitor progress in addressing gaps or weaknesses.

The Committee will:

- Monitor the principal risks that threaten the achievement of the outcomes covered by the Joint Committee's workplan.
- Evaluate the controls intended to manage these principal risks.
- Evaluate the assurance across all areas of principal risk.
- Identify positive assurances and areas where there are gaps in controls and / or assurances
- Put in place plans to take corrective action where gaps have been identified in relation to principal risks.

Risks are given a score of 1-5 for likelihood and 1-5 for impact. These scores are then multiplied to give the total risk score. The framework identifies risks with a score of 12 or more, after mitigating controls and assurances have been taken into account.

Joint Committee work plan	Risk to delivery	Initial Score Likelihood x impact (Without controls)	Controls and assurances	Current Score Likelihood x impact (With controls)	Planned mitigating actions
1. Cancer Develop and agree WY&H commissioning policies impacting on cancer care, including but not limited to: • Lynch syndrome testing • Optimal cancer pathways which deliver Constitutional standards • Tele dermatology services for suspected skin cancers • Rapid diagnostic centres • Personalised support for people living with and beyond cancer	1.1 The impact of COVID19 has reduced patient presentation with symptoms and capacity constraints have, and continue to extend waiting times. Risk assessment and prioritisation of cancer care mean the principal risks are delayed diagnosis leading to poorer survival outcomes, and inability to deliver NHS Constitutional standards. Delivering earlier diagnosis of cancer is one of the 10 big ambitions for the H&C Partnership	20 (5x4) **New risk**	• Well established and functional Cancer Alliance Board • Well established, regular and robust relationships with WYAAT stakeholders • Regular data analysis and modelling to understand impact • Clear national strategy and prioritisation of cancer care • Commitment from WYAAT providers to protect and continue to prioritise capacity for time critical cancer care.	12 (3x4) **New risk**	• System-wide priorities agreed to align efforts of all stakeholders around recovery of referrals and maximisation of capacity for diagnosis and treatment. • Collection and ongoing analysis of data to understand 'missing' referrals and target encouragement to present where appropriate. • Investment of Alliance SDF in supporting programme of innovation implementation to aid case finding and clinical risk stratification to make best use of available capacity. Subject to impact assessment this may require consideration for business as usual. • Collaborative programme with Planned Care Alliance on key diagnostic capacity and demand.
2. Maternity Agree the approach to commissioning maternity services across WY&H including: • the specification, service standards and commissioning policy. • the commissioning and procurement approach	2.1 Variation in joint commissioning arrangements with local authorities across the LMS	9 (3x3) **New risk**	• Scoping and understanding the impact commissioning arrangements across Local Authorities has commenced. • Working with Accountable officers to discuss commissioning arrangements.	9 (3x3) **New risk** **Note:** controls not able to be applied as a result of COVID so risk score remains the same.	• Good collaboration to date on draft service specification - v5 paused during COVID.

Joint Committee work plan	Risk to delivery	Initial Score Likelihood x impact (Without controls)	Controls and assurances	Current Score Likelihood x impact (With controls)	Planned mitigating actions
3. Mental Health, learning disability and autism • Agree a single operating model for the management of acute and psychiatric intensive care unit (PICU) beds. • Agree a standard commissioning approach to acute and PICU services and a commitment to peer review local crisis services. • Agree plan for the provision of children and young people inpatient units, integrated with local pathways. • Agree a collaborative commissioning model for Assessment and Treatment Units across West Yorkshire for people with learning disabilities to support the new operating model.	• No relevant risks currently scored at 12 or above.				

Joint Committee work plan	Risk to delivery	Initial Score Likelihood x impact (Without controls)	Controls and assurances	Current Score Likelihood x impact (With controls)	Planned mitigating actions
4. Improving Planned care Develop and agree WY&H commissioning policies, including, but not limited to: • Clinical thresholds and procedures of low clinical value; • Efficient prescribing. Develop and agree service specifications, service standards and the commissioning and procurement approach to support pathway optimisation, including outpatients transformation	4.1 Hydroxychloroquine: There is a cohort of people prescribed and taking Hydroxychloroquine/ chloroquine in the community across WY&H who are not being monitored to guard against the risk of avoidable sight loss. The ICS currently doesn't have an effective monitoring programme, and this will continue if the ICS does not commission a service to deliver one; heightening the risk of sight loss to people across WY&H. The capacity challenges faced by providers add to the difficulty in providing a service to monitor patients, and capacity challenges will present difficulty in having enough suitably qualified staff.	15 (5 x 3)	• A monitoring protocol follows issued guidance from the Royal College of Ophthalmologists	12 (4 x 3)	• There will be local negotiations with NHS providers to see if something can be delivered within Hospital Eyecare Services. We will need to consider a System option if there's no success with this. There needs to be a relationship between hospital eye care services and the community to build capacity. The programme's plan to manage AMD, Cataracts and Glaucoma and eventually Diabetic Retinopathy demand for services will create capacity in the system in ensuring appropriate referrals and streamlining the discharge and follow up pathway and process to ensure that only appropriate patients are seen in outpatients. The pathway and policy were agreed at JCC in November 2019. An implementation meeting is planned for Q4 with a 3 year implementation plan. 1 place is ready to implement from 1 April 2020.
Improving planned care	4.2 There is a risk that transformational changes cannot be implemented (subject to outcome of consultation with key stakeholders) due to lack of available & appropriately skilled workforce or the current workforce unwilling to adapt to changes in working or to upskill to address any skills gap. This will affect the implementation of the WY&H MSK Pathway that has a target implementation period of 3 years and associated MSK policies have a period of 1 year. Without the appropriately skilled staff to deliver the services along the MSK pathway these implementation dates will not be met.	15 (3 x 5)	• Workforce information will need to be collected as part of the programme and a defined plan and strategy to work with the West Yorkshire & Harrogate Workforce Strategy Group to address workforce challenges. • Explicit mitigation action with LWAB to escalate the risk of the system being able to roll out FCPs to 15% of the population by 2020 against the risk of de-stabilising the system. • The role and uptake of FCPs and Pharmacists in Primary care networks will present challenges at Place and for LWAB to take responsibility where physiotherapists are taken from elsewhere in the system.	12 (3 x 4)	• To maintain all other services, staff will need to be upskilled and Primary care networks will need to fund and develop these new roles. There is a need for a conversation with the primary and community care programme. Work with Health Education England (HEE) to proactively identify training needs and opportunities to develop workforce across different workstreams • Workforce development is needed and to bring to attention of HEE (revised partnership workforce) • Local Workforce Action Board – work with and identify skills gap and strategies to address. • Engage with workforce, Comms and Engagement Manager (internal comms strategy). Bid for first contact practitioners (FCP) implementation from LWAB across the ICS in June 2019, and primary and community pharmacists and optometrists' development: the biggest risk to the future sustainability of this programme. The outcome of the bid for FCP implementation received in August 2019 with £50k received. Other sources of funding to be researched with NHSE and the Primary and Community Programme across WY&H. We

Joint Committee work plan	Risk to delivery	Initial Score Likelihood x impact (Without controls)	Controls and assurances	Current Score Likelihood x impact (With controls)	Planned mitigating actions
					need to provide whatever support we can for our Places to be in a position to implement the MSK pathway and associated policies. • To support the eye care programme HEE are undertaking a workforce census in WY&H. in addition HEE will explore best practice in workforce models for dermatology and compare WY&H with good practice nationally.
Improving planned care	4.3 Flash Glucose monitoring prescribing levels	15 (5 x 3)	• We do not understand fully the impact of the actual and predicted prescribing levels following implementation of the flash glucose monitoring policy. Assurance of the evaluation policy undertaken by Joint Committee to address any negative impact of this policy.	12 (4 x 3)	• Responsibility for evaluation has been clearly expressed by the Joint Committee in the minutes and action log. Pharmacy Leadership Group members will monitor actual prescribing spend against anticipated spend. This work will also be linked with the WY&H Diabetes programme.
Improving planned care	4.4 There is a need for disproportionate investment in eye care services over the next 5 years to meet increasing growth in demand. This will require investment in hospital and community eye services. Without this investment growth will not keep pace with demand and people will be at risk of preventable sight loss.	20 (4 x 5) **New risk**	• Raise awareness through programme working groups including programme board, through shared leadership arrangements with WYAAT, and through WY&H Finance Forum. Bradford and Wakefield are already planning for now. Places need to consider planning for the growth in demand over the next 5 years.	16 (4 x 4) **New risk**	• Through implementation planning ensure need for additional investment is highlighted and escalated within organisations. Meeting of programme directors with Place based planned care arranged by NHSE/I regional director. Confidence that current spending plans will reflect this. There is an increased risk from COVID 19 that implementation planning in eye care services will be delayed.
Improving planned care	4.5 There is a need for clear plans for MSK implementation at place to reflect demographic growth and shift in investment to preventative and conservative management strategies. Without investment in MSK services secondary care demand will continue to grow. We want to stem the rate of growth.	16 (4 x 4) **New risk**	• Raise awareness through programme working groups including programme board, through shared leadership arrangements with WYAAT, and through WY&H Finance Forum, and highlight the impact on the delivery of our programme.	12 (4 x 3) **New risk**	• Through implementation planning ensure need for additional investment is highlighted and escalated within organisations. Investment strategy to reflect future intentions. There is an increased risk from COVID 19 that implementation of the MSK pathway and the suite of MSK commissioning policies will be delayed.

Joint Committee work plan	Risk to delivery	Initial Score Likelihood x impact (Without controls)	Controls and assurances	Current Score Likelihood x impact (With controls)	Planned mitigating actions
Improving planned care	4.6 Technological advancement not progressing at the same pace as the programme to enable standardisation of commissioning policies and clinical thresholds and care pathways to be implemented at pace to deliver the identified outcomes, and achieve the realisable benefits within the programme's deliverables. This programme does not have the financial resource to support the creation of additional capacity.	20 (5 x 5) **New risk**	• Ensure integration and collaboration with Digital programme of WYH HCP. Digitally enabling our population to engage with the programme: ensuring we include patient facing digitisation of the programme in collaboration with the digital programme of WYH HCP.	12 (3 x 4) **New risk**	• Engaging with primary care and secondary providers to identify gaps in technological advancement • Encouraging and engaging participation from technology advancement leads across the provider and commissioner sectors to support development of digital platforms to aid clinicians in directing patients along elective care pathways and in shared decision making with patients • Engaging with and working with NHS England, NHS Improvement and NHS Digital to address the gaps in technology or technological ability or functionality issues experienced by providers within the scope of the programme • WYAAT engagement • Link with NHS Digital – ERS • Trial in the ERS and ophthalmology referrals for optometrists via NHS Digital. • The programme director has become a member of the Digital Programme Board and the programme works collaboratively with the WYH HCP Digital Programme to explore the digital needs of the Improving Planned Care Programme.
5. Urgent and emergency care • For Integrated Urgent Care and 999 services, agree for WY&H the transformational, finance and contractual matters identified as CCG decisions to be made in collaboration across Yorkshire and the Humber. • Agree the specification, business case, commissioning and procurement process for GP out of hours services	• No relevant risks currently scored at 12 or above.				

Joint Committee work plan	Risk to delivery	Initial Score Likelihood x impact (Without controls)	Controls and assurances	Current Score Likelihood x impact (With controls)	Planned mitigating actions
6. Joint Committee decision-making • Joint Committee decisions are robust, with appropriate public and patient involvement, clinical engagement and quality assurance.	• No relevant risks currently scored at 12 or above.				