

Dated 30 September 2025

THE NORTH YORKSHIRE COUNCIL

and

**NHS Humber and North Yorkshire Integrated Care Board
(H&NY ICB)**

and

**NHS Lancashire and South Cumbria Integrated Care
Board
(L&SC ICB)**

and

**NHS West Yorkshire Integrated Care Board
(WY ICB)**

**FRAMEWORK PARTNERSHIP AGREEMENT PURSUANT
TO SECTION 75 NHS ACT 2006 RELATING TO THE
COMMISSIONING OF HEALTH AND SOCIAL CARE
SERVICES FOR BETTER CARE FUND 2025/26**

Contents

Item	Page
PARTIES	1
BACKGROUND	1
1 DEFINED TERMS AND INTERPRETATION	2
2 TERM	7
3 GENERAL PRINCIPLES	7
4 PARTNERSHIP FLEXIBILITIES	8
5 FUNCTIONS	9
6 COMMISSIONING ARRANGEMENTS	9
7 ESTABLISHMENT OF A POOLED FUND	11
8 POOLED FUND MANAGEMENT	11
9 NON-POOLED FUNDS	12
10 FINANCIAL CONTRIBUTIONS	13
11 NON-FINANCIAL CONTRIBUTIONS	13
12 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS	13
13 CAPITAL EXPENDITURE	14
14 VAT	14
15 AUDIT AND RIGHT OF ACCESS	15
16 LIABILITIES AND INSURANCE AND INDEMNITY	15
17 STANDARDS OF CONDUCT AND SERVICE	16
18 CONFLICTS OF INTEREST	16
19 GOVERNANCE	16
20 REVIEW	18
21 COMPLAINTS	19
22 TERMINATION & DEFAULT	19
23 DISPUTE RESOLUTION	20
24 FORCE MAJEURE	20
25 CONFIDENTIALITY	21
26 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS	21
27 OMBUDSMEN	21
28 INFORMATION SHARING	22
29 NOTICES	22
30 VARIATION	23
31 CHANGE IN LAW	23
32 WAIVER	24
33 SEVERANCE	24
34 ASSIGNMENT AND SUBCONTRACTING	24
35 EXCLUSION OF PARTNERSHIP AND AGENCY	24
36 THIRD PARTY RIGHTS	24

37	ENTIRE AGREEMENT	24
38	COUNTERPARTS	25
39	GOVERNING LAW AND JURISDICTION	25
	SCHEDULE 1 – SCHEME SPECIFICATION	27
	Part 1 – TEMPLATE SERVICES SCHEDULE	27
	SCHEDULE 2 – GOVERNANCE	38
	SCHEDULE 3 – FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS	42
	SCHEDULE 4 – PERFORMANCE ARRANGEMENTS	43
	SCHEDULE 5 – BETTER CARE FUND PLAN	44
	SCHEDULE 6 – POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST	45
	SCHEDULE 7 – INFORMATION SHARING	46

THIS AGREEMENT is made on 30 September 2025

PARTIES

- (1) **THE NORTH YORKSHIRE COUNCIL** of County Hall, Northallerton DL7 8AD (the "Council"); and
- (2) **NHS Humber and North Yorkshire Integrated Care Board of, Health House, Grange Park Lane, Willerby, HU10 6DT (H&NY ICB)**
- (3) **NHS Lancashire and South Cumbria Integrated Care Board, Level 3, Christchurch Precinct, County Hall, Fishergate Hill, Preston, Lancashire, PR1 8XB.**
- (4) **NHS West Yorkshire Integrated Care Board of Scorex House (West) 1 Bolton Road Bradford BD1 4AS (WY ICB)**

(collectively the "ICBs")

BACKGROUND

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

1 DEFINED TERMS AND INTERPRETATION

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

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

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

Agreement means this agreement including its Schedules and Appendices.

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

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

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

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

Better Care Fund means the Better Care Fund as described at [NHS England » Better Care Fund](#) as relevant to the Partners.

Better Care Fund Plan means the plan agreed by the Partners for the relevant Financial Year setting out the Partners' plan for the use of the Better Care Fund as attached as Schedule 6.

Better Care Fund Requirements means any and all requirements on the ICB and the Council in relation to the Better Care Fund set out in Law and guidance published by the Department of Health and Social Care and NHS England.

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

Commencement Date means 00:01 hrs on 1 April 2025

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

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

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

Controller has the meaning given to it in the Data Protection Legislation.

Data Protection Contact means the person appointed by each Partner and identified in paragraph 9 of Appendix 1 (Data Sharing Protocol) of Schedule 8.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guidance and codes of practice issued by any Regulatory or Supervisory Body from time to time.

Data Sharing Protocol means the data sharing protocol set out in Appendix 1 of Schedule 8 (Data Sharing Protocol).

Data Subject has the meaning given to it in the Data Protection Legislation.

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

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

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

Force Majeure Event means one or more of the following:

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

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

Functions means the NHS Functions and the Health-Related Functions.

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

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

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

ICBs Statutory Duties means the duties of the ICB pursuant to Sections 14Z32 to 14Z44 of the 2006 Act.

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

Individual Scheme means one of the schemes which has been agreed by the Partners to be included within this Agreement using the powers under Section 75 of the 2006 Act as documented in a Scheme Specification.

Information Commissioner has the meaning given to it in the Data Protection Legislation.

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

Joint (Aligned) Commissioning means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint (aligned) commissioning arrangement does not involve the delegation of any functions pursuant to Section 75 of the 2006 Act.

Law means:

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

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

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

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

Month means a calendar month.

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

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

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

NHS Standard Contract means the contract published by NHS England which must be used by the ICBs when commissioning clinical services.

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

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

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

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

North Yorkshire Health Collaborative Management Group (HCMG)

means the partnership board responsible for review of performance and oversight of this Agreement as set out in Clause 19.2 and Schedule 2 or such other governance arrangements as the Partners agree.

North Yorkshire Health Collaborative Management Group (HCMG) Quarterly Reports means the reports that the Pooled Fund Manager shall produce and provide to the **North Yorkshire Health Collaborative Management Group (HCMG)** Board on a Quarterly basis.

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

Permitted Expenditure has the meaning given in Clause 7.4.

Personal Data has the meaning given to it in the Data Protection Legislation.

Personal Data Breach has the meaning given to it in the Data Protection Legislation.

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

Pooled Fund Manager means such officer of the Host Partner which includes a Section 113 Officer for the relevant Pooled Fund as nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 8.

Processing has the meaning given to it in the Data Protection Legislation, and the terms "Process" and "Processed" shall be construed accordingly.

Processor has the meaning given to it in the Data Protection Legislation.

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

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

1 April to 30 June

1 July to 30 September

1 October to 31 December

1 January to 31 March

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

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

Regulatory or Supervisory Body means any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Partner must comply or to which it must have regard, and includes the Information Commissioner.

Scheme means Individual Scheme.

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

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

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

Service Provider means a provider of Services under a Service Contract with one or multiple Partners.

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

Shared Personal Data means any Personal Data (including Special Category Personal Data) of any Service User(s) or Staff that fall(s) within any of the categories of Personal Data specified in paragraph 3 (Categories of Personal Data) of Appendix 1 (Data Sharing Protocol) of Schedule 8 and means in particular such data as any Disclosing Partner makes available under this Agreement and that a Receiving Partner receives under this Agreement.

Special Category Personal Data means Personal Data that falls within the scope of special categories of Personal Data specified in Article 9 of the UK GDPR.

Third Party Costs means all such third party costs (including legal and other professional fees) in respect of each Individual Scheme as a Partner reasonably and properly incurs in the proper performance of its obligations under this Agreement and as agreed by the North Yorkshire Health Collaborative Management Group (HCMG). **UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

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

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

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

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

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

2 TERM

- 2.1 This Agreement shall come into force on the Commencement Date.
- 2.2 This Agreement shall continue until it is terminated in accordance with Clause 22. (the agreement will continue but reviewed annually through AJCG
- 2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification or if not set out, for the duration of this Agreement unless terminated earlier by the Partners in accordance with Clause 22.3.
- 2.4 This Agreement supersedes the BCF 2023 - 25 two-year Agreement which will terminate on 31 March 2025, without prejudice to the rights and liabilities of the Partners under the BCF 2023 - 25 Agreement which have accrued prior to that date and any provisions of that agreement which are expressed to continue after termination. Saskia to add correct years and termination date

3 GENERAL PRINCIPLES

- 3.1 Nothing in this Agreement shall affect:

- 3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or
 - 3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 3.2 The Partners agree to:
- 3.2.1 treat each other with respect and an equality of esteem;
 - 3.2.2 be open with information about the performance and financial status of each; and
 - 3.2.3 provide early information and notice about relevant problems.
- 3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme Specification.

4 PARTNERSHIP FLEXIBILITIES

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to commission the Services. This may include one or more of the following commissioning mechanisms:
- 4.1.1 Lead Commissioning Arrangements;
 - 4.1.2 Integrated Commissioning;
 - 4.1.3 Joint (Aligned) Commissioning; and/or
 - 4.1.4 the establishment of one or more Pooled Funds,
- in relation to Individual Schemes (the "**Flexibilities**").
- 4.2 Where there are Lead Commissioning Arrangements and an ICB is Lead Partner the Council delegates to that ICB and the ICB agrees to exercise, on the Council's behalf, the Health-Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.
- 4.3 Where there are Lead Commissioning Arrangements and the Council is Lead Partner, the ICBs delegate to the Council and the Council agrees to exercise on the ICB's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health-Related Functions.
- 4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.
- 4.5 At the Commencement Date the Partners agree that individual schemes will state the following: and is provided under Schedule 1 – Scheme Specification
- 4.5.1 The following Individual Schemes with Lead Commissioning with the Council as Lead Partner:
 - 4.5.2 The following Individual Schemes with Lead Commissioning with the ICB as Lead Partner:

4.5.3 The following Individual Schemes with Aligned Commissioning with the Council as Lead Partner:

4.5.4 The following Individual Schemes with Aligned Commissioning with the ICB as Lead Partner:

4.5.5 The following Individual Schemes with Integrated Commissioning:

5 FUNCTIONS

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

5.2 This Agreement shall include such Functions as shall be agreed from time to time by the Partners as are necessary to commission the Services in accordance with their obligations under this Agreement.

5.3 The Scheme Specifications for the Individual Schemes included as part of this Agreement at the Commencement Date are set out in Schedule 1 Part 2.

5.4 Where the Partners wish to add a new Individual Scheme to this Agreement a Scheme Specification for each Individual Scheme shall be completed and approved by the North Yorkshire Health Collaborative Management Group (HCMG) [each Partner] [in accordance with the variation procedure set out in Clause 30 (Variations)]. Each new Scheme Specification shall be substantially in the form set out in Schedule 1 Part 1.

5.5 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.

6 COMMISSIONING ARRANGEMENTS

General

6.1 The Partners shall comply with the commissioning arrangements as set out in the relevant Scheme Specification and their obligations in Schedule 4 (Joint Working Obligations).

6.2 The Partners shall comply with all relevant legal duties or, and guidance applicable to, all Partners in relation to the Services being commissioned.

6.3 Each Partner shall keep the other Partners, and the North Yorkshire Health Collaborative Management Group (HCMG) regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.

6.4 Where there are Integrated Commissioning or Lead Commissioning Arrangements in respect of an Individual Scheme then prior to any new Service Contract being entered into the Partners shall agree in writing:

6.4.1 how the liability under each Service Contract shall be apportioned in the event of termination of the relevant Individual Scheme; and

- 6.4.2 whether the Service Contract should give rights to third parties (and in particular if a Partner is not a party to the Service Contract to that Partner, the Partners shall consider whether or not the Partner that is not to be a party to the Service Contract should be afforded any rights to enforce any terms of the Service Contract under the Contracts (Rights of Third Parties) Act 1999 and if it is agreed that such rights should be afforded the Partner entering the Service Contract shall ensure as far as is reasonably possible that such rights that have been agreed are included in the Service Contract and shall establish how liability under the Service Contract shall be apportioned in the event of termination of the relevant Individual Scheme.
- 6.5 The Partners shall comply with the arrangements in respect of Joint (Aligned) Commissioning as set out in the relevant Scheme Specification, which shall include where applicable arrangements in respect of the Service Contracts.

Integrated Commissioning

- 6.6 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme:
- 6.6.1 the Partners shall work in cooperation and shall endeavour to ensure that Services in fulfilment of the NHS Functions and Health-Related Functions are commissioned with all due skill, care and attention; and
- 6.6.2 the Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.

Appointment of a Lead Partner

- 6.7 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Partner shall comply with its obligations under Schedule 4 Part 1 and:
- 6.7.1 exercise the NHS Functions in conjunction with the Health-Related Functions as identified in the relevant Scheme Specification;
- 6.7.2 endeavour to ensure that the NHS Functions and the Health-Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year;
- 6.7.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
- 6.7.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partner(s);
- 6.7.5 comply with all relevant legal duties and guidance of the Partners in relation to the Services being commissioned;
- 6.7.6 where Services are commissioned using the NHS Standard Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
- 6.7.7 undertake performance management and contract monitoring of all Service Contracts including (without limitation) the use of contract notices where Services fail to deliver contracted requirements;
- 6.7.8 make payment of all sums due to a Provider pursuant to the terms of any Service Contract; and

- 6.7.9 keep the other Partner(s) and North Yorkshire Health Collaborative Management Group (HCMG) regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.

7 ESTABLISHMENT OF A POOLED FUND

- 7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as agreed by the Partners.
- 7.2 At the Commencement Date there shall be [separate Pooled Fund in respect of this Agreement]/ the following Pooled Funds:
- 7.3 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.4 Subject to Clause 7.5, it is agreed that the monies held in a Pooled Fund may only be expended on the following:
- 7.4.1 the Contract Price;
 - 7.4.2 where the Council is to be the Provider, the Permitted Budget;
 - 7.4.3 Third Party Costs where these are set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the North Yorkshire Health Collaborative Management Group (HCMG); and
 - 7.4.4 Approved Expenditure as set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the North Yorkshire Health Collaborative Management Group (HCMG),
- ("Permitted Expenditure").
- 7.5 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of North Yorkshire Health Collaborative Management Group (HCMG)
- 7.6 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners in accordance with Clause 7.5.
- 7.7 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:
- 7.7.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
 - 7.7.2 providing the financial administrative systems for the Pooled Fund;
 - 7.7.3 appointing the Pooled Fund Manager; and
 - 7.7.4 ensuring that the Pooled Fund Manager complies with their obligations under this Agreement.

8 POOLED FUND MANAGEMENT

- 8.1 When introducing a Pooled Fund, the Partners shall agree which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.

- 8.2 The Pooled Fund Manager for each Pooled Fund shall have the following duties and responsibilities:
- 8.2.1 the day-to-day operation and management of the Pooled Fund;
 - 8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
 - 8.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
 - 8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
 - 8.2.5 reporting to the North Yorkshire Health Collaborative Management Group (HCMG) as required by this Agreement and by the North Yorkshire Health Collaborative Management Group (HCMG);
 - 8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
 - 8.2.7 preparing and submitting to the North Yorkshire Health Collaborative Management Group (HCMG) Quarterly Reports (or more frequent reports if required by the North Yorkshire Health Collaborative Management Group (HCMG)) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the North Yorkshire Health Collaborative Management Group (HCMG) to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met including (without limitation) comply with any reporting requirements as may be required by relevant National Guidance; and
 - 8.2.8 preparing and submitting reports to the Health and Wellbeing Board as may be required by it and any relevant National Guidance including (without limitation) supplying Quarterly Reports referred to in Clause 8.2.7 above to the Health and Wellbeing Board.
- 8.3 In carrying out their responsibilities as provided under Clause 8.3, the Pooled Fund Manager shall:
- 8.3.1 have regard to National Guidance and the recommendations of the North Yorkshire Health Collaborative Management Group (HCMG) and
 - 8.3.2 be accountable to the Partners for delivery of those responsibilities.
- 8.4 The North Yorkshire Health Collaborative Management Group (HCMG) may agree to the viring of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes.

9 NON-POOLED FUNDS

- 9.1 Any Financial Contributions agreed to be held within a Non-Pooled Fund will be notionally held in a fund established solely for the purposes agreed by the Partners. For the avoidance of doubt, a Non-Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.
- 9.2 When introducing a Non-Pooled Fund in respect of an Individual Scheme, the Partners shall agree:

- 9.2.1 which Partner if any shall host the Non-Pooled Fund; and
- 9.2.2 how and when Financial Contributions shall be made to the Non-Pooled Fund.
- 9.3 The Host Partner of the relevant Non-Pooled Fund will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund, meeting all required accounting and auditing obligations.
- 9.4 The Partners shall ensure that any Services commissioned using a Non-Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification.
- 9.5 Where there are Joint (Aligned) Commissioning arrangements, the Partners shall work in cooperation and shall endeavour to ensure that:
 - 9.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the relevant ICBs Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year; and
 - 9.5.2 the Health-Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

10 FINANCIAL CONTRIBUTIONS

- 10.1 The Financial Contributions of the ICBs and the Council to any Pooled Fund or Non-Pooled Fund for the first Financial Year of operation shall be as set out in the relevant Scheme Specification.
- 10.2 The Financial Contribution of the ICBs and the Council to any Pooled Fund or Non-Pooled Fund for each subsequent Financial Year of operation shall be subject to review by the Partners. contributions are considered it will be approved at HCMG
- 10.3 Financial Contributions will be paid as set out in Schedule 3.
- 10.4 With the exception of Clause 13, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to a Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in North Yorkshire Health Collaborative Management Group (HCMG) minutes and recorded in the budget statement as a separate item.

11 NON-FINANCIAL CONTRIBUTIONS

- 11.1 Unless set out in a Scheme Specification or otherwise agreed by the Partners, each Partner shall provide the non-financial contributions for any Service that they are Lead Partner or as required in order to comply with its obligations under this Agreement in respect of the commissioning of a particular Service. These contributions shall be provided at no charge to the other Partners or to the Pooled Fund.
- 11.2 Each Scheme Specification shall set out non-financial contributions of each Partner including staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of Service Contracts and the Pooled Fund(s)).

12 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

- 12.1 The Partners have agreed risk share arrangements as set out in Schedule 3, which provide for risk share arrangements arising within the commissioning of services from the Pooled Funds as set out in National Guidance.

Overspends in Pooled Fund

- 12.2 Subject to Clause 12.3, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall use reasonable endeavours to ensure that the expenditure is limited to Permitted Expenditure.
- 12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs provided that it has used reasonable endeavours to ensure that the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the North Yorkshire Health Collaborative Management Group (HCMG) in accordance with Clause 12.4.
- 12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the North Yorkshire Health Collaborative Management Group (HCMG) is informed as soon as reasonably possible and the provisions of the relevant Scheme Specification and Schedule 3 shall apply.

Overspends in Non-Pooled Funds

- 12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner identifies an actual or projected Overspend in relation to a Partner's Financial Contribution to a Non-Pooled Fund, that Partner shall as soon as reasonably practicable inform the other Partner and the North Yorkshire Health Collaborative Management Group (HCMG).
- 12.6 Where there is a Lead Commissioning Arrangement the Lead Partner is responsible for the management of the Non-Pooled Fund. The Lead Partner shall as soon as reasonably practicable inform the other Partner and the North Yorkshire Health Collaborative Management Group (HCMG) in the event that the Lead Partner identifies an actual or projected Overspend.

Underspend

- 12.7 In the event that expenditure from any Pooled Fund or Non-Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year or where the expenditure in relation to an Individual Scheme is less than the agreed allocation to that particular Individual Scheme, the Partners shall agree how the monies shall be spent, carried forward and/or returned to the Partners and the provisions of Schedule 3 shall apply. Such arrangements shall be subject to the Law and the standing orders and standing financial instructions (or equivalent) of the Partners.

13 CAPITAL EXPENDITURE

- 13.1 Except as provided in Clause 13.2, neither Pooled Funds nor Non Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners.
- 13.2 The Partners agree that capital expenditure may be made from a Better Care Fund Pooled Fund where this is in accordance with National Guidance. If a need for capital expenditure to be funded from any Pooled Fund relating to a non-Better Care Fund Scheme or from any Non Pooled Fund is identified this must be in accordance with the Partners' respective statutory powers and agreed by the Partners in writing.

14 VAT

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

15 AUDIT AND RIGHT OF ACCESS

- 15.1 The Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund in accordance with the Regulations and the Local Audit and Accountability Act 2014.
- 15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the relevant Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.
- 15.3 The Partners shall comply with relevant NHS finance and accounting obligations as required by relevant Law and/or National Guidance.

16 LIABILITIES AND INSURANCE AND INDEMNITY

- 16.1 Nothing in this Agreement shall affect:
- 16.1.1 the liability of the Council to the Service Users in respect of the Health-Related Functions; or
 - 16.1.2 the liability of the ICBs to the Service Users in respect of the NHS Functions.
- 16.2 Subject to Clause 16.3, and 16.4, if any Partner (the “Indemnified Partner”) incurs a Loss arising out of or in connection with this Agreement (including a Loss arising under an Individual Scheme) as a consequence of any act or omission of another Partner (the “Indemnifying Partner”) which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Service Contract then the Indemnifying Partner shall be liable to the Indemnified Partner for that Loss and shall indemnify the First Partner accordingly.
- 16.3 Clause 16.2 shall only apply to the extent that the acts or omissions of the Indemnifying Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Indemnifying Partner acting in accordance with the instructions or requests of the Indemnified Partner or the North Yorkshire Health Collaborative Management Group (HCMG).
- 16.4 If any third party makes a claim or intimates an intention to make a claim against a Partner which may reasonably be considered as likely to give rise to liability under this Clause 16, the Indemnified Partner will:
- 16.4.1 as soon as reasonably practicable give written notice of that matter to the Indemnifying Partner specifying in reasonable detail the nature of the relevant claim;
 - 16.4.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Indemnifying Partner (such consent not to be unreasonably conditioned, withheld or delayed); and
 - 16.4.3 give the Indemnifying Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
- 16.5 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement and in the event of Losses shall seek to recover such Loss through the relevant policy of insurance (or equivalent arrangement).

- 16.6 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one Partner is entitled to bring a claim against another Partner pursuant to this Agreement.

Conduct of Claims

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

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

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

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

17 STANDARDS OF CONDUCT AND SERVICE

17.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners respective standing orders and standing financial instructions).

17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council's obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.

17.3 The ICBs are subject to the ICB Statutory Duties and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the ICBs Statutory Duties and clinical governance obligations.

17.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the Services.

18 CONFLICTS OF INTEREST

18.1 The Partners shall comply with the policy for identifying and managing conflicts of interest as agreed by the Partners from time to time. and put into schedule 7 about ambitious for Health if applicable

19 GOVERNANCE

19.1 Overall strategic oversight of partnership working between the Partners is vested in the Health and Wellbeing Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.

- 19.2 The Partners have established a North Yorkshire Health Collaborative Management Group (HCMG) to:
- i. Being the engine room which supports the North Yorkshire Health Collaborative Joint Committee to deliver its strategic plan (Ambitious for Health), providing an overview of delivery of the plan and system assurance to the ICB.
 - ii. Informing and linking in with other key strategic interfaces and groups including Joint Commissioning Forum, Local Plan/Infrastructure/Estates and Children's Services.
 - iii. Oversight, review and assurance of: BCF, IBCF and other joint funding and budgetary alignment, reporting to H&WB Board on an annual basis and the NYHC Joint Committee as required..
 - iv. Responsibility for developing efficiency and investment cases to improve experience of care and affordability e.g. complex care and CHC.
 - v. Hospital and care home admission avoidance, hospital and community flow and intermediate care - specifically lead on understanding and responding to the "No Right to Reside" challenge across North Yorkshire.
 - vi. Lead on enhancing market management across health and social care, ensuring value for money and quality of care across social care and continuing healthcare with the intention of managing capacity, quality and value for money.
 - vii. Development of joint approaches to Population/Public Health, Health Inequalities and Prevention, address common issues around CHC, Section 117, Mental Health, Learning Disabilities and Autism.
 - viii. The HC Management Group. will act as an arbiter and supporter of priority pieces of work with decisions grounded in shared data and business intelligence.
 - ix. Oversight of implementation of effective urgent care pathways that support effective use of resources and promote a home first approach.
 - x. Provide advice and guidance on appropriate decision-making processes and forums to support new investments and/or operational changes.
- 19.3 The North Yorkshire Health Collaborative Management Group (HCMG) is based on a joint working group structure. Each member of the North Yorkshire Health Collaborative Management Group (HCMG) shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the North Yorkshire Health Collaborative Management Group (HCMG) to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 2.
- 19.4 The terms of reference of the North Yorkshire Health Collaborative Management Group (HCMG) shall be as set out in Schedule 2 as may be amended or varied by written agreed from time to time.
- 19.5 Other Governance groups

Adult Joint Planning and Commissioning Group has oversight of all jointly commissioned arrangements across North Yorkshire and has its own Terms of Reference. The responsibilities of the group in respect of Community Equipment are:

- Strategic oversight of the Section 75 Agreement
- Approve commissioning intentions and strategic plans
- Approve Service Development and Improvement Plan (SDIP)
- Provider senior level oversight of procurement and contract management

- Receive quarterly highlight and exception reports from the Integrated Community Equipment Partnership and the Commissioners Group
- Act as a point of escalation where consensus cannot be reached
- Report into Health Collaborative Management Group on the progress of the Partnership and the delivery of the Section 75 Agreement
- Make recommendations to Health Care Management Group to ensure partners continue to make best use of collective resources

19.6 Individual scheme lead is provided within Schedule 1 – Scheme Specification

19.7 Overarching BCF leads;
 NYC BCF Lead: Saskia Calton – role for finance
 NYC BCF Lead: Jo Waldmeyer – role for service

H&NY ICB Lead: Sam Haward – role for service
 H&NY ICB Lead: Alison Levin – role for finance

WY BCF Lead: Amy Paffett – role single point of contact
 L&SC BCF Lead: Claire Roberts – role single point of contact

19.8 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

19.9 The [North Yorkshire Health Collaborative Management Group (HCMG)] shall be responsible for the overall approval of the Individual Schemes and the financial management set out in Clause 12 and Schedule 3. The North Yorkshire Health Collaborative Management Group (HCMG) will report to the Health and Wellbeing Board in accordance with its terms of reference.

19.10 The Health and Wellbeing Board shall be responsible for ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

19.11 Each Scheme Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the North Yorkshire Health Collaborative Management Group (HCMG) and Health and Wellbeing Board.

20 REVIEW

20.1 The Partners shall produce a BCF Quarterly Report which shall be provided to the Health and Wellbeing Board in such form and setting out such information as required by National Guidance and any additional information required by the Health and Wellbeing Board or NHS England.

20.2 Save where the North Yorkshire Health Collaborative Management Group (HCMG) agree alternative arrangements (including alternative frequencies) the Partners shall undertake an annual review (“**Annual Review**”) of the operation of this Agreement, any Pooled Fund and Non-Pooled Fund and the provision of the Services within 3 Months of the end of each Financial Year.

20.3 Subject to any variations to this process agreed by the North Yorkshire Health Collaborative Management Group (HCMG), Annual Reviews shall be conducted in good faith. Annual Report including the information as required by National Guidance and any other information required by the Health and Wellbeing Board. A copy of this report shall be provided to the Health and Wellbeing Board and North Yorkshire Health Collaborative Management Group (HCMG).

- 20.4 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan.

21 COMPLAINTS

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

22 TERMINATION & DEFAULT

- 22.1 This Agreement may be terminated by any Partner giving not less than 3 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.
- 22.2 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification provided that the Partners ensure that the Better Care Fund Requirements continue to be met.
- 22.3 If a Partner ("**Relevant Partner**") fails to meet any of its obligations under this Agreement, the other Partners may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.
- 22.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clauses 22
- 22.5 Upon termination of this Agreement for any reason whatsoever the following shall apply:
- 22.5.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to Service Users, the Services, the employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;
- 22.5.2 where a Partner has entered into a Service Contract which continues after the termination of this Agreement, the Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;
- 22.5.3 the Lead Partner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Partner in breach of the Service Contract) where the other Partners requests the same in writing Provided that the Lead Partner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment;
- 22.5.4 where a Service Contract held by a Lead Partner relates all or partially to services which relate to another Partner's Functions then provided that the Service Contract allows the other Partners may request that the Lead Partner assigns the Service Contract in whole or part to another Partner upon the same terms mutatis mutandis as the original Service Contract;

- 22.5.5 the North Yorkshire Health Collaborative Management Group (HCMG) shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and
- 22.5.6 termination of this Agreement shall have no effect on the liability of any rights or remedies of any Partner already accrued, prior to the date upon which such termination takes effect.
- 22.6 In the event of termination in relation to an Individual Scheme the provisions of Clause 22.6 shall apply in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

23 DISPUTE RESOLUTION

- 23.1 In the event of a dispute between the Partners arising out of this Agreement, a Partner may serve written notice of the dispute on the other Partners, setting out full details of the dispute.
- 23.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 23.1, at a meeting convened for the purpose of resolving the dispute.
- 23.3 If the dispute remains after the meeting detailed in Clause 23.2 has taken place, the Partners' respective chief executives or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event within fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 23.4 If the dispute remains after the meeting detailed in Clause 23.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, any Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. None of the Partners will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
- 23.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

24 FORCE MAJEURE

- 24.1 None of the Partners shall be entitled to bring a claim for a breach of obligations under this Agreement by another Partner or incur any liability to another Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 24.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partners as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.
- 24.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.

24.4 If the Force Majeure Event continues for a period of more than sixty (60) days, each Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partners. For the avoidance of doubt, no compensation shall be payable by any Partner as a direct consequence of this Agreement being terminated in accordance with this Clause 24.

25 CONFIDENTIALITY

25.1 In respect of any Confidential Information a Partner receives from another Partner (the "Discloser") and subject always to the remainder of this Clause 25, each Partner (the "Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

25.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and

25.1.2 the provisions of this Clause 25 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

(b) is obtained by a third party who is lawfully authorised to disclose such information.

25.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

25.3 Each Partner:

25.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement;

25.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25; and

25.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

26 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

26.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

26.2 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

27 OMBUDSMEN

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

28 INFORMATION SHARING

28.1 The Partners agree to exercise their rights and obligations under this Agreement at all times in compliance with their respective obligations under the Data Protection Legislation.

29 NOTICES

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

29.1.1 personally delivered, at the time of delivery;

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

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

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

29.3 The address for service of notices as referred to in Clause 29.1 shall be as follows unless otherwise notified to the other Partners in writing:

29.3.1 if to the Council, addressed to the Chief Executive

Tel: 01609 532444

Email: richard.flinton@northyorks.gov.uk

and

29.3.2 if to the Humber & North Yorkshire & Humber ICB, addressed to the Chief Executive

Tel: 07718487599]

Email: t.fenech@nhs.net

29.3.3 if to the Lancashire & South Cumbria ICB, addressed to the Chief Executive

Tel: 0300 375 3550

Email: sam.proffitt@nhs.net

29.3.4 if to the West Yorkshire ICB, addressed to the Chief Executive

Tel: 01924 317659

Email: rob.webster1@nhs.net

30 VARIATION

30.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners subject to approval by the North Yorkshire Health Collaborative Management Group (HCMG) North Yorkshire Health Collaborative Management Group (HCMG) as set out in this Clause 30.

30.2 Where the Partners agree that there will be:

30.2.1 a new Pooled Fund;

30.2.2 a new Individual Scheme; or

30.2.3 an amendment to a current Individual Scheme,

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

30.3 The following approach shall, unless otherwise agreed, be followed by the North Yorkshire Health Collaborative Management Group (HCMG):

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

30.3.2 the North Yorkshire Health Collaborative Management Group (HCMG) will agree whether those Service Contracts affected by the proposed variation should continue, be varied or terminated, taking note of the Service Contract terms and conditions and ensuring that the Partner holding the Service Contract/s is not put in breach of contract, its statutory obligations or financially disadvantaged;

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

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

31 CHANGE IN LAW

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

31.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all

reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

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

32 WAIVER

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

33 SEVERANCE

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

34 ASSIGNMENT AND SUBCONTRACTING

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

35 EXCLUSION OF PARTNERSHIP AND AGENCY

- 35.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render any Partner directly liable to any third party for the debts, liabilities or obligations of the other.

- 35.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, the Partners will have no authority to, or hold itself out as having authority to:

35.2.1 act as an agent of the other;

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

35.2.3 bind the other in any way.

36 THIRD PARTY RIGHTS

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

37 ENTIRE AGREEMENT

- 37.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

- 37.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

38 COUNTERPARTS

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

39 GOVERNING LAW AND JURISDICTION

39.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

39.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by Richard Flinton Chief Executive
for and on behalf of
THE NORTH YORKSHIRE COUNCIL

Authorised Signatory

Signed by Teresa Fenech, Acting Chief
Executive/Executive Director of Nursing
& Quality for on behalf of
**NHS HUMBER & NORTH YORKSHIRE
INTEGRATED CARE BOARDS**

Authorised Signatory

Signed by Sam Proffitt Acting Chief Executive
and Stephen Downs, Chief Finance Officer
for on behalf of **NHS LANCASHIRE & SOUTH
CUMBRIA INTEGRATED CARE BOARDS**

Authorised Signatory

Signed by Jonathan Webb on behalf of Rob Webster, Chief Executive
for on behalf of **NHS WEST YORKSHIRE
INTEGRATED CARE BOARDS**

Authorised Signatory

SCHEDULE 1 – SCHEME SPECIFICATION

Part 1 – TEMPLATE SERVICES SCHEDULE

NY HWB BCF Section 75 2025/26

Scheme ID	Name of the Individual Scheme	Scheme Details	Area of Spend	Lead Commissioning Arrangement: Lead Commissioner	Provider Section	Source Funding	Expenditure 2025-26 (£)
1	Training and Learning	Care Sector improvement programme: Quality Improvement Team, Training Academy and Nursing in Nursing Home Bursaries (external providers)	Social Care	NYC	Local Authority	Local Authority Better Care Grant	60,000
2	Make Care Matter	Set up costs for 'centre of excellence' for recruitment in the care sector	Social Care	NYC	Local Authority	Local Authority Better Care Grant	181,000
3	Integrated Health & Care staffing	Integrated Health & Care staffing	Social Care	NYC	Local Authority	Local Authority Better Care Grant	411,000
4	Living Well	Provision of living well capacity across the county supporting with high level of referrals from health services, GP's, primary health professionals and mental health services.	Social Care	NYC	Local Authority	Local Authority Better Care Grant	400,000
5	TOCCs	Additional social care capacity or new 'inpatient navigator' roles/DTOC co-ordinator, DTOCs process improvements and additional IT KIT for Care and Support staff to	Social Care	NYC	Local Authority	Local Authority Better Care Grant	530,000

		support these arrangements					
6	ASC Funding Pressures	Support for ASC pressures	Social Care	NYC	Local Authority	Local Authority Better Care Grant	876,000
7	Care & Support Phase 2	Care Act Implementation Related Duties	Social Care	NYC	Local Authority	Local Authority Better Care Grant	990,000
8	Intermediate Care Hubs	Increase capacity within Intermediate Care hubs	Social Care	NYC	Local Authority	Local Authority Better Care Grant	595,784
9	Hospital Discharge Support	Hospital discharge support posts	Social Care	NYC	Local Authority	Local Authority Better Care Grant	40,000
10	Bed-based intermediate care	NYC Bed-based Intermediate Care	Social Care	NYC	Local Authority	Local Authority Better Care Grant	1,084,030
11	ASC Funding Pressures	Support for ASC pressures	Social Care	NYC	Local Authority	Local Authority Better Care Grant	13,912,446
12	Discharge costs	Hospital Discharge Support	Social Care	NYC	Local Authority	Local Authority Better Care Grant	2,090,167
13	Discharge Hubs	Discharge hubs support posts	Social Care	NYC	Local Authority	Local Authority Better Care Grant	188,700
14	DFG schemes	Disabled Facilities Grant utilisation to support adaptation to enable people to continue to stay in resident	Social Care	NYC	Local Authority	DFG	6,346,790
15	York Place - protection of social care	Care home support	Social Care	NYC	Local Authority	NHS Minimum Contribution	26,554
16	NY Place - protection of social care	Care home support	Social Care	NYC	Local Authority	NHS Minimum Contribution	264,119
17	York Place Social Care protection	Care home support	Social Care	NYC	Local Authority	NHS Minimum Contribution	4,164,118
18	NY Place protection of social care	Care home support	Social Care	NYC	Local Authority	NHS Minimum Contribution	13,667,927
19	L&SC protection of social care	Care home support	Social Care	NYC	Local Authority	NHS Minimum Contribution	194,851
20	WY Protection of Social Care	Care home support	Social Care	NYC	Local Authority	NHS Minimum Contribution	1,624,733
21	WY Other Equipment and technologies	Equipment and technologies	Social Care	NYC	Local Authority	NHS Minimum Contribution	25,221

22	Home First Intermediate Care - Bridging Service	Intermediate Care Bridging Service	Social Care	NYC	Local Authority	Local Authority Better Care Grant	18,354
23	Community based services	Community based services for the Craven area	Community Health	L&SC ICB	NHS	NHS Minimum Contribution	400,415
24	NY Time to think beds Increase in packages to reduce delayed discharge	Funding to spot purchase P3 bed placements for up to 28 days to facilitate discharge.	Community Health	H&NY ICB	Private Sector	NHS Minimum Contribution	400,000
25	NY Fast Track Packages Community based support packages for EOL	Funding to purchase fast track domiciliary packages of support for palliative care / end of life to prevent admission and facilitate discharge where necessary.	Community Health	H&NY ICB	Private Sector	NHS Minimum Contribution	1,000,185
26	LDA Community Access Grant	Learning disability community-based service.	Mental Health	H&NY ICB	NHS Mental Health Provider	NHS Minimum Contribution	134,000
27	LDA intensive support team	Dedicated specialist teams to support people with learning disabilities in the community and so prevent admission for mental health bed placements and facilitate earlier discharge.	Mental Health	H&NY ICB	NHS Mental Health Provider	NHS Minimum Contribution	500,000
28	FHN Discharge facilitators	Additional capacity (3WTE) within Friarage Hospital discharge team to work with LA discharge hub and facilitate earlier discharge of patients working towards a Discharge to Assess approach.	Community Health	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	156,000
29	Home first discharge support	Additional capacity within reablement and	Community Health	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	150,000

		bridging services to support a faster discharge to assess approach for P1 discharges.					
30	Extended capacity for home from hospital	ICB contribution to extended VSCE home from hospital services across North Yorkshire to bring people on P0 home more quickly.	Community Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	151,950
31	Additional CHC assessment capacity to support timely discharge	Capacity to manage and process P3 discharges, particularly discharge to assess 28 day placements.	Community Health	H&NY ICB	NHS	NHS Minimum Contribution	250,000
32	Y&SHFT - additional discharge co-ordinator	Extended capacity (1WTE) to expand the Scarborough Hospital discharge team to facilitate a Discharge to Assess approach and enable in-reach into ED to prevent admissions.	Acute	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	50,000
33	Therapy - South Tees Therapy in-reach (Friary and IC beds)	Expanded community hospital therapy capacity (4 WTE) to improve P2 rehabilitation and hence reduce length of stay and enable more people to return home more quickly.	Acute	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	200,000
34	Therapy - HARA Therapy in-reach (Station View)	Expanded residential inpatient therapy capacity (3 WTE) to improve P2 rehabilitation and hence reduce	Community Health	H&NY ICB	Private Sector	NHS Minimum Contribution	177,000

		length of stay and enable more people to return home more quickly.					
35	Therapy - Humber FT Home First Discharge (including Whitby post)	Expanded community-based therapy capacity (c. 9 WTE) to improve P1 rehabilitation capacity and enable more people to return home more quickly from hospital under a D2A approach.	Community Health	H&NY ICB	NHS Mental Health Provider	NHS Minimum Contribution	395,000
36	Therapy - STHFT Home First Discharge H&R	Expanded community-based therapy capacity (c. 3 WTE) to improve P1 rehabilitation capacity and enable more people to return home more quickly from hospital under a D2A approach.	Acute	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	150,000
37	Therapy - Additional in-reach therapy for Selby	Expanded community hospital therapy capacity (4 WTE) to improve P2 rehabilitation and hence reduce length of stay and enable more people to return home more quickly.	Acute	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	188,760
38	LA linked costs - Non-weight bearing pathway costs	Spot purchased P2 bed or P1 domiciliary care placements to bridge gap between hospital discharge and commencement of intermediate care provision for people who are	Social Care	H&NY ICB	Local Authority	NHS Minimum Contribution	136,000

		not yet ready to commence their rehabilitation programme.					
39	LA linked costs - Bridging service to allow rapid pathway 1 discharges within 24-48h hrs	Additional domiciliary care capacity for P1 discharges commissioned through the care market to work in conjunction with LA-provided reablement services to expedite earlier discharges.	Social Care	H&NY ICB	Local Authority	NHS Minimum Contribution	600,000
40	Additional D2A therapy for SHaR	Expanded community-based therapy capacity (c. 2 WTE) to improve P1 rehabilitation capacity and enable more people to return home more quickly from hospital under a D2A approach.	Social Care	H&NY ICB	Local Authority	NHS Minimum Contribution	100,000
41	VOY Hospice at Home extended hours Care home support	Contribution to service costs for delivering domiciliary end of life services across NY by hospice providers.	Community Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	182,115
42	VOY Selby Care Hub Community services	Contribution to NHS community provider service costs to provide a broad range of community-based services.	Community Health	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	1,111,421
43	VOY Street Triage MH crisis response	Street Triage MH crisis response .	Mental Health	H&NY ICB	NHS Mental Health Provider	NHS Minimum Contribution	176,739
44	VOY Urgent Care Practitioners Community based emergency response	Urgent Care Practitioners Community based emergency response	Community Health	H&NY ICB	NHS Acute Provider	NHS Minimum Contribution	307,703

45	VOY Community services	Contribution to NHS community provider service costs to provide a broad range of community-based services.	Community Health	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	5,241,492
46	VOY Selby UTC+ Community services enhancement	Contribution to NHS Urgent Treatment Centre service costs to provide a urgent care services in Selby area.	Community Health	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	102,521
47	NY Community Nursing Multidisciplinary teams that are supporting independence, such as	Contribution to NHS community provider service costs to provide a broad range of community-based services.	Community Health	H&NY ICB	NHS Community Provider	NHS Minimum Contribution	12,852,229
48	NY voluntary sector projects	Voluntary sector projects	Community Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	97,033
49	NY palliative care pathway	Contribution to service costs for delivering domiciliary end of life services across NY by hospice providers.	Community Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	1,242,231
50	NY s256 VCSE infrastructure support service	NY Place contribution to service grant for the VSCE infrastructure organisation designed to support and develop VSCE organisations across North Yorkshire.	Community Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	142,488
51	NY advocacy s256	NY Place contribution to jointly procured advocacy services provided by the VSCE taking referrals from primary care and NHS providers.	Community Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	96,796

52	Dementia support s256 service	NY Place contribution to jointly commissioned dementia support services commissioned from the VSCE.	Mental Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	70,886
53	NY step up / down	Dedicated low level intermediate care beds across Hambleton and Richmondshire in Extra Care housing facilities to prevent admissions or step-down from hospital for people who need additional support than can be provided at home.	Community Health	H&NY ICB	Private Sector	NHS Minimum Contribution	378,136
54	Wheelchair services	Service costs for providing a specialist wheelchair services to people across North Yorkshire and York delivered by an external provider.	Community Health	H&NY ICB	Private Sector	NHS Minimum Contribution	1,893,163
55	Community Equipment	Service costs for providing a community equipment service to people across North Yorkshire and York delivered by an external provider focusing on home aids and adaptations to help people remain within their own home environment rather than being admitted to short or long term care.	Community Health	H&NY ICB	Private Sector	NHS Minimum Contribution	3,066,965
56	NY psychiatric liaison	Service costs of liaison services	Mental Health	H&NY ICB	NHS Mental	NHS Minimum Contribution	901,905

		provided in acute hospitals across North Yorkshire by the mental health service provider to address the needs of people admitted to an acute hospital with an additional mental health condition or presentation.			Health Provider		
57	NY care home support	Care home support	Mental Health	H&NY ICB	NHS Mental Health Provider	NHS Minimum Contribution	45,935
58	NY Community mental (IAPT)	Service costs of psychological therapies provided by the mental health service provider.	Mental Health	H&NY ICB	NHS Mental Health Provider	NHS Minimum Contribution	798,281
59	NY community mental health support	Contribution from NHS to VSCE provided mental health support.	Mental Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	44,066
60	NY primary care nursing workforce - GP frailty	Frailty service based on case-finding, multi-disciplinary meetings and geriatric assessment, designed to support needs of frail elderly with moderate or severe frailty.	Primary Care	H&NY ICB	NHS	NHS Minimum Contribution	432,741
61	NY living well coordinators	Contribution from NHS to LA-provided social prescribing service.	Community Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	67,500
62	NY generic workers in the community s256	Generic workers in the community	Community Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	84,870
63	NY community transport s256	Contribution to overall commissioning arrangements for VSCE community transport	Community Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	38,687

		organisations across NY working to a standard NYC scheme.					
64	NY community mental health & wellbeing s256	Community mental health & wellbeing	Mental Health	H&NY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	39,905
65	WY Community Equipment Providing equipment to patients at home	Community Equipment Providing equipment to patients at home	Community Health	WY ICB	Private Sector	NHS Minimum Contribution	234,768
66	WY Carers Support	Carers Support	Community Health	WY ICB	Charity / Voluntary Sector	NHS Minimum Contribution	65,097
67	WY - Equipment to facilitate hospital discharge and maintain independence	Equipment to facilitate hospital discharge and maintain independence	Community Health	WY ICB	Private Sector	NHS Minimum Contribution	266,745
68	WY Short-term intervention to preserve the independence of people who might otherwise face unnecessarily prolonged hospital stays or avoidable admission to hospital or residential care - inc. Collaborative Care Teams, Community Teams, Intermediate care	Short-term intervention to preserve the independence of people who might otherwise face unnecessarily prolonged hospital stays or avoidable admission to hospital or residential care - inc. Collaborative Care Teams, Community Teams, Intermediate care	Acute	WY ICB	NHS	NHS Minimum Contribution	1,739,037
69	WY GP Support to short term beds	GP Support to short term beds	Primary Care	WY ICB	Private Sector	NHS Minimum Contribution	95,000
70	WY Long-term residential/nursing home care	Long-term residential/nursing home care	Continuing Care	WY ICB	Private Sector	NHS Minimum Contribution	277,006
71	WY Reablement Services - To support investment in the reablement service which supports with timely discharge	To support investment in the reablement service which supports with timely discharge	Social Care	WY ICB	Local Authority	NHS Minimum Contribution	200,000
	TOTAL BCF PLAN FOR 2025/26						85,124,566

SCHEDULE 2– GOVERNANCE

- 1** North Yorkshire Health Collaborative Management Group (HCMG)
- 1.1 The membership of the North Yorkshire Health Collaborative Management Group (HCMG) will be as follows:
 - 1.1.1 ICBs:
North Yorkshire ICB:
 - Mark Bradley – Acting NY Place Director

- Denise Nightingale - Director of Nursing MH, CHC & Complex Care
 - Lisa Pope – Deputy Place Director
 - Alison Levin – Deputy Place Director of Finance
 - Christian Turner – Deputy Director of Business Change and Planning
- or a deputy to be notified to the other members in advance of any meeting.

West Yorkshire ICB:

- Amy Paffett - Associate Director of Finance for West Yorkshire ICB
- Matt Sandford - Director of Partnership and Place, Bradford District and Craven Health and Care Partnership

Lancashire and South Cumbria ICB:

- Claire Roberts – Associate Director, Health & Care Integration

1.1.2 the Council:

North Yorkshire Council:

- Gary Fielding - Corporate Director Strategic Resources
- Richard Webb - Corporate Director of Health and Adult Services
- Louise Wallace – Director of Public Health
- Abigail Barron - Assistant Director Prevention and Service Development
- Anton Hodge - Assistant Director Resources
- Naomi Smith – Head of Health Improvement

1.2 Additional attendees will be invited to support as required

2 Role of Responsibilities of the North Yorkshire Health Collaborative Management Group (HCMG)

- xi. Being the engine room which supports the North Yorkshire Health Collaborative Joint Committee to deliver its strategic plan (Ambitious for Health), providing an overview of delivery of the plan and system assurance to the ICB.
- xii. Informing and linking in with other key strategic interfaces and groups including Joint Commissioning Forum, Local Plan/Infrastructure/Estates and Children's Services.
- xiii. Oversight, review and assurance of: BCF, IBCF and other joint funding and budgetary alignment, reporting to H&WB Board on an annual basis and the NYHC Joint Committee as required.
- xiv. Responsibility for developing efficiency and investment cases to improve experience of care and affordability e.g. complex care and CHC.
- xv. Hospital and care home admission avoidance, hospital and community flow and intermediate care - specifically lead on understanding and responding to the "No Right to Reside" challenge across North Yorkshire.

- xvi. Lead on enhancing market management across health and social care, ensuring value for money and quality of care across social care and continuing healthcare with the intention of managing capacity, quality and value for money.
- xvii. Development of joint approaches to Population/Public Health, Health Inequalities and Prevention, address common issues around CHC, Section 117, Mental Health, Learning Disabilities and Autism.
- xviii. The HC Management Group. will act as an arbiter and supporter of priority pieces of work with decisions grounded in shared data and business intelligence.
- xix. Oversight of implementation of effective urgent care pathways that support effective use of resources and promote a home first approach.
- xx. Provide advice and guidance on appropriate decision-making processes and forums to support new investments and/or operational changes.

3 Reporting

The NYC Better Care Fund Finance lead shall report directly to the Health and Wellbeing Board on a Quarterly basis in accordance with relevant National Guidance. The North Yorkshire Health Collaborative Management Group (HCMG) shall report when required on its work to each of the ICB Boards and the Council.

4 North Yorkshire Health Collaborative Management Group (HCMG) Support

The North Yorkshire Health Collaborative Management Group (HCMG) will be supported by officers from the Partners from time to time.

5 Meetings

5.1 The quorum for meetings of the North Yorkshire Health Collaborative Management Group (HCMG) shall be arranged twelve meetings per year with an aim to meet no less than ten times per year. Additional meetings may take place as required.

5.2 The NYHC Management Group will be quorate for **recommendations** when there is representation from all Partners who could be impacted by a recommendation (including the need to make a decision within a Partner organisation to enable a recommendation).

Decisions of the North Yorkshire Health Collaborative Management Group (HCMG) will be confined to the members delegated responsibilities and authority to make decisions on behalf of their organisations.

Decisions formally delegated to this group by the statutory organisations. Currently none are delegated.

The key function of this group is to support and make recommendations to the NYHC Joint Committee.

5.3 Minutes of all decisions shall be kept and copied to the Authorised Officers within 21 days of every meeting.

6 Post-termination

The North Yorkshire Health Collaborative Management Group (HCMG) shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any Service Contracts are received by the Partners in the same proportions as their respective contributions at that time.

7 Review

These terms of reference will be reviewed on an annual basis by the Partners.

Date of the next review: 31 March 2026

SCHEDULE 3 – FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS

- 1.1 Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in Clause 1 of the main body of Agreement.
- 1.2 Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends shall be managed in accordance with this Schedule 3.
- 1.3 Financial Contributions

The North Yorkshire Better Care Fund is funded by government grant funding as follows for 2025/26;

Disabled Facilities grant (NYC):	£6,346,790
NHS Minimum Contribution; Humber & North Yorkshire ICB (£52,277,422) Lancashire & South Cumbria ICB (£595,266) West Yorkshire (£4,527,607) (of which £19,967,523 is transferred to the North Yorkshire Council from the ICBs' allocation)	£57,400,295
Local Authority Better Care grant (NYC):	<u>£21,377,481</u>
Total	£85,124,566

Financial Risk

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

SCHEDULE 4 – PERFORMANCE ARRANGEMENTS

- 1.1 Performance arrangement on each element of the BCF scheme is the responsibility of the authorising organisation.

- 1.2 Performance on individual schemes are undertaken during the year and reported each quarter to the Better Care Fund within the monitoring reports for spend to date, outputs, metrics data on Emergency Admissions, Discharge Delays and Residential Admission along with Capacity and Demand.

SCHEDULE 5 – BETTER CARE FUND PLAN

**Better Care Fund 2025/26
Narrative**

**Better Care Fund 2025/26
Financial Template**

**Better Care Fund 2025/26 Capacity and
Demand Template 2025/26**

SCHEDULE 6 – POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

Conflicts, Potential Conflicts and Declaration of Interest

- 1.1 In advance of any meeting of the NYHC Management Group, consideration will be given as to whether conflicts of interest are likely to arise in relation to any agenda item and how they should be managed.
- 1.2 Adults Joint Planning and Commissioning Group: If any member or attendee has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible before the meeting and act in accordance with their organisations' Conflicts of Interests Policy. The Chair will determine how a conflict of interest should be managed. The Chair may require the individual to withdraw from the meeting or part of it.

SCHEDULE 7 – INFORMATION SHARING

- 1.1 The Partners acknowledge that each Partner for the purposes of the Data Protection Legislation is itself the Controller and the Processor (as appropriate) and each Partner shall (and shall procure that any of its representatives involved in the provision of the Services shall) comply with the Data Protection Legislation. Partners shall duly observe all of their obligations under the Data Protection Legislation, which arise in connection with this Agreement.
- 1.2 The Partners shall share information about Service Users to improve the quality of care and enable integrated working. The Partners shall adhere to their Information Sharing Protocol when sharing information under this Agreement.
- 1.3 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.
- 1.4 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.
- 1.5 The Council and the ICBs shall share and supply such information in respect of the service as each party may reasonably require to give effect to the terms of this Agreement however no personal data is required to be shared between Partners and therefore no Data Sharing Protocol is required specifically for the Better Care Fund.