



## York Health & Care System Alliance Concord

V1-7 – 4 March 2021

### BACKGROUND

- (A) The York Health and Care Alliance (“the **Alliance**”) has been set up by the partner organisations (“**Partners**”) who are signatories to this Concord as a place based partnership to help them deliver better health outcomes for the City of York Place, through more integrated working and improved use of data.
- (B) City of York Place is the area covered by City of York Council plus the area covered by Pocklington Primary Care Network (PCN). (Most of the area covered by Pocklington PCN is in the area covered by City of York Council but there is part of Pocklington PCN that is in the area covered by East Riding of Yorkshire Council. As there is an increasing focus on work done by or in partnership with PCNs, the Alliance has decided that it would be preferable for City of York Place to cover all of this PCN area, rather than having some of the PCN in and some of the PCN out of City of York Place.) The services that are within the remit of City of York Place include public services provided by the Partners:
- to residents of City of York Place;
  - within City of York Place; or
  - to visitors and temporary residents of City of York Place.
- (C) The key aims of the Alliance are:
- **People centred:** The development of public services and the right conditions for people and communities to stay well, enabling them to take increased responsibility for their own health and wellbeing
  - **Integrated services:** The development of primary, social, voluntary and community care to support people and communities in the place they live and provide a point of on-going continuity, which for most people will be general practice
  - **Timely and appropriate care:** The freeing up of mental and physical health specialists to be responsive to episodic events, to provide complex care and support, and to give specialist advice as part of multi-disciplinary teams (“the **Aims**”)
- (D) The shared purpose of the Alliance is to improve health outcomes and reduce health inequalities for the population of the City of York Place through the prevention of ill-health and provision of safe and high quality public services that work well together. Data, technology and innovation will be harnessed to achieve this (“the **Shared Purpose**”).
- (E) This Concord supplements and works alongside individual Partners’ existing governance arrangements and their existing and future services contracts with the Vale of York CCG, NHS England and City of York Council, whilst respecting their individual sovereignty. This Concord sets out how the Partners will work together in a collaborative and integrated way



in line with the Principles for the Shared Purpose and any outcomes defined by the Alliance.

- (F) The Alliance is not a separate legal body so it is not able to make decisions in its own right. Each Partner retains responsibility for making its own decisions. The Alliance cannot require any Partner to act in a particular way, nor can any Partner or group of Partners “overrule” any other. However, it is hoped that through working together more closely Partners will make decision in a more co-ordinated way, with a better understanding of the implications for the overall health outcomes at City of York Place.

## 1 DEFINITIONS AND INTERPRETATION

1.1 In this Concord, capitalised words and expressions shall have the following meanings:

- 1.1.1 **Alliance Board** is the York Health & Care Alliance Board, as described at Clause 4;
- 1.1.2 **Areas of First Focus** means those projects and/or initiatives initially selected by the Partners and listed in Schedule 3;
- 1.1.3 **City of York** means the area covered by City of York Council plus the area covered by Pocklington Primary Care Network;
- 1.1.4 **Concord** means this document and any changes to it made in accordance with Clause 13;
- 1.1.5 **Commencement Date** means the date that the last signature was added to Schedule 1;
- 1.1.6 **Extended Term** has the meaning in Clause 10.2;
- 1.1.7 **Initial Term** has the meaning in Clause 10.1;
- 1.1.8 **Partners** means all those organisations set out in Schedule 1;
- 1.1.9 **Principles** has the meaning in Clause 2.4;
- 1.1.10 **Services** means the public services provided by the Partners to residents of the City of York; within the City of York; or to visitors and temporary residents of the City of York;
- 1.1.11 **Shared Purpose** means the vision described at paragraph (D) of the background section
- 1.1.12 **Values** has the meaning in Clause 2.3; and

1.2 In this Concord, unless the context requires otherwise, the following rules of construction shall apply:



- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to the singular includes the plural and vice versa;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.5 a reference to writing or written includes e-mails.

## 2 VALUES AND PRINCIPLES FOR THE ALLIANCE

- 2.1 The Partners recognise that achieving the Shared Purpose will depend on the Partners’ ability to effectively co-ordinate themselves in order to deliver an integrated approach to the provision of the Services and the Areas of First Focus. This may include (if Partners choose) combining expertise, work force and resources.
- 2.2 The Partners also acknowledge the actions required following the “Integrating Care” guidance from NHS England around future collaborative working at place. The Partners wish to support each other in the development of a successful place based system for the City of York, which works as an effective part of the Humber Coast and Vale Integrated Care System.
- 2.3 The Partners embrace the following values:
  - 2.3.1 always keeping service users at the centre of everything the Partners do;
  - 2.3.1 supporting each other and working collaboratively to take decisions that are in the best interests of service users;
  - 2.3.2 using the best available data to inform priorities and decision-making;
  - 2.3.3 making time and other resources available to develop the Alliance and deepen working relationships between Partners at all levels;
  - 2.3.4 being transparent with each other and the people of the City of York;
  - 2.3.5 acting with honesty and integrity and trusting that each other will do the same;

This includes each Partner being open about the interests of their organisation and any disagreement they have with a proposal or analysis. Partners will assume that each of them acts with good intentions;



- 2.3.6 challenging constructively when required;
  - 2.3.7 implementing the priorities and decisions that have been agreed by all Partners through the Alliance Board and holding each other accountable for delivery;
  - 2.3.8 sharing learning and making change through appreciative enquiry; and
  - 2.3.9 working to understand the perspective and impacts of decisions on other parts of the health and social care system  
(together these are the “**Values**”).
- 2.4 The ways in which the Partners will put the Values into practice include:
- 2.4.1 having conversations about supporting the wider health and care system, not just furthering Partner organisations’ own interests;
  - 2.4.2 undertaking more aligned decision-making across the Partners and trying to commission and deliver services in an integrated way wherever reasonably possible;
  - 2.4.3 routinely using insights from data to inform decision making;
  - 2.4.4 encouraging and trusting front-line staff in Partner organisations to become more involved in the development of services and work jointly with staff from other Partner organisations;
  - 2.4.5 ensure a co-ordinated approach to the delivery of Services, in particular where different Partners are involved in the provision of services to the same service user;
  - 2.4.6 ensure that problems are resolved rather than being moved around the system;
  - 2.4.7 developing multi professional teams from across the Partners to design solutions for the City of York, supported by Partner organisations’ management and leadership;
  - 2.4.8 taking a different approach to finance in order to make better use of individual organisation’s budgets through improved coordination of health and care activities.
  - 2.4.9 being accountable. Accounting to each other for performance of the respective roles and responsibilities set out in this Concord and the delivery of Services, in particular where Services delivered by different Partners interface with each other;
  - 2.4.10 being open. Communicating openly about major concerns, issues or opportunities relating to this Concord and adopting transparency on all aspects of their Services, including through open book reporting and accounting, subject



always to appropriate treatment of commercially sensitive information and competition law compliance if applicable;

- 2.4.11 acting promptly. Recognising the importance of the Concord and responding to requests for support from other Partners;
- 2.4.12 deploying appropriate resource to support the Alliance and to meet the responsibilities set out in this Concord (each Partner retains ownership of its resources and is solely responsible for decisions about how those resources are used); and
- 2.4.13 always demonstrating that the best interests of population of the City of York are at the heart of the activities which they provide and the services they deliver under this Concord;

(together these are the “**Principles**”).

- 2.5 Unless this Concord says differently, Partners shall each bear their own costs. By separate written arrangement, the Partners may agree to share specific costs and expenses (or equivalent) arising in respect of one or more initiatives or Areas of First Focus.
- 2.6 Each Partner shall remain responsible for fulfilling its statutory and contractual obligations and making decisions about its own budget.
- 2.7 The Partners will comply with applicable laws and standards including procurement rules, competition law, data protection and freedom of information legislation and nothing in this Concord shall require them to do otherwise.

### 3 **PROBLEM RESOLUTION AND ESCALATION**

- 3.1 The Partners agree to adopt a systematic approach to problem resolution, which recognises the Values and Principles.
- 3.2 The Partners commit to working cooperatively to identify and resolve any issues related to this Concord or the Alliance to their mutual satisfaction at an early stage so as to avoid such issues escalating into more formal disputes or litigation.
- 3.3 If a problem, issue, concern or complaint comes to the attention of a Partner in relation to the Areas of First Focus, the Services, or any matter in this Concord, such Partner shall notify the other Partners. The Partners shall then try to resolve the issue in a proportionate manner. If they are not able to do this or any Partner remains unhappy, the matter may be referred to the Alliance Board.

### 4 **GOVERNANCE**

- 4.1 Initially in the shadow year 2021/22, the governance structure for the Alliance in the City of York will consist of:
  - 4.1.1 the Alliance Board; and



4.1.2 the City of York Health and Wellbeing Board.

- 4.2 The Alliance Board is not a committee of any Partner or any combination of Partners. It will be for each Partner to take decisions for their organisation.
- 4.3 No Partner or group of Partners can take decisions on behalf of others through the Alliance Board.
- 4.4 City of York Council is not able to make decisions that have a direct effect on areas outside of the boundary of the Council.

### **Alliance Board**

- 4.5 The Alliance Board will operate in accordance with its terms of reference set out in Schedule 2 (Terms of Reference).
- 4.6 The Alliance Board is the group responsible for leading the Partners' collaborative approach to the Services and Areas of First Focus, working in accordance with the Values and Principles to achieve the Aims and Shared Purpose across the City of York.
- 4.7 The Alliance Board is the forum through which the senior leadership of the Partners will meet and collaborate.
- 4.8 The Alliance Board is able to set up groups to support its work. This is done through agreement at an Alliance Board meeting.

### **Assurance and reporting**

- 4.9 The Alliance Board will provide reports on its work to the Humber Coast and Vale ICS and to the City of York Council Health and Wellbeing Board.
- 4.10 It is the responsibility of each Partner to ensure that its representative on the Alliance Board reports back to their organisation about the work of the Alliance.
- 4.11 It is intended by the Partners that as these arrangements develop, the Alliance Board will review how it works with existing partnership engagement forums and the City of York Council Health and Wellbeing Board. The Partners will review the terms of reference of the Alliance Board at least once per year and this will include consultation with these groups about how the Alliance Board interacts with and reports to them.

## **5 AREAS OF FIRST FOCUS**

- 5.1 The Partners recognise that by all focussing on the same areas they are more likely to achieve positive change. The Partners therefore agree to adopt the Areas of First Focus and that the provisions of Schedule 3 (Areas of First Focus) will apply.
- 5.2 Each of the Partners will commit to actively improving Services or the commissioning of Services in a way that:



- 5.2.1 responds to population need and takes a preventative approach;
- 5.2.2 better achieves the desired outcomes for the Areas of First Focus; and
- 5.2.3 complies with the Values and Principles.

## 6 **ENGAGEMENT BETWEEN THE PARTNERS**

- 6.1 The Partners will communicate with each other clearly, directly and in a timely manner to ensure that the Alliance Board has all necessary information to perform its role.
- 6.2 The Partners shall each notify the Alliance Board of the level of delegation and authority of their representative at the Alliance Board and will agree to be bound by the actions and decisions of their respective representative taken at the Alliance Board provided those actions and decisions are carried out in accordance with their notification of authority and the provisions of this Concord.
- 6.3 The Partners will ensure appropriate attendance from their respective organisations at all meetings of the Alliance Board and that their representatives act in accordance with the Values, Principles and the Alliance Board Terms of Reference.

## 7 **REPORTING REQUIREMENTS**

Where appropriate and practicable, the Partners agree to develop consolidated reports and feedback responses for their organisations in respect of the work of the Alliance Board and the Areas of First Focus.

## 8 **RESOURCES**

The Partners will provide resources to support the Alliance as set out in the table below, with each Partner meeting the cost of the support they provide.

All Partners	Appropriate staff/ leadership time
Vale of York CCG	Administration support for the Alliance Board

## 9 **INFORMATION SHARING AND CONFLICTS OF INTEREST**

- 9.1 Subject to compliance with the law and contractual obligations of confidentiality, the Partners agree to share information relevant to the provision of the Services and the Areas of First Focus in an honest, open and timely manner.
- 9.2 The Partners agree to disclose all potential and actual conflicts of interest and ensure that such conflicts are managed in adherence with their organisation's conflict of interest policies and statutory duties.



## 10 DURATION

- 10.1 This Concord shall take effect on the Commencement Date and will continue in full force and effect until April 2022 (“the **Initial Term**”), unless and until terminated in accordance with the terms of this Concord.
- 10.2 The Partners agree to begin to review the impact of these arrangements in September 2021 in order to inform any changes to the Concord or extensions to the Initial Term. At the expiry of the Initial Term this Concord shall terminate automatically unless, no later than 2 months before the end of the Initial Term, the Partners agree in writing that the term of the Concord shall be extended for a further term agreed between the Partners (the “**Extended Term**”).

## 11 TERMINATION IN WHOLE OR IN PART OF THIS CONCORD

- 11.1 This Concord shall terminate:
- 11.1.1 at the end of the Initial Term or Extended Term, whichever is the later; or
  - 11.1.2 automatically and immediately where there exists just one Partner that remains party to this Concord.
- 11.2 Any Partner may exit these arrangements on not less than 3 months’ written notice to the other Partners at any time.

## 12 LEGAL STATUS - NO LIABILITY

- 12.1 The Partners agree that except as regards this Clause 12 (Legal Status/No Liability), Clause 13 (Variation) and Clause 14 (Confidential Information), the terms set out in this Concord are not intended to create a legally binding relationship between the Partners.
- 12.2 The Partners do not intend that any liability will arise under this Concord and none of the Partners intend that any other Partner shall be liable for any loss it suffers as a result of adherence to the terms of this Concord by any Partner.
- 12.3 Without prejudice to Clause 12.2, each Partner will at all times take all reasonable steps to minimise and mitigate any losses or other matters to any other Partner under this Concord.

## 13 VARIATION

The Partners may agree to amend or supplement this Concord through unanimous agreement at an Alliance Board meeting or by email as set out in the Terms of Reference. However, any change to clause 12 will not be binding unless set out in writing, expressed to amend, waiver or vary this Concord and signed by or on behalf of each of the Partners.



## 14 **CONFIDENTIAL INFORMATION**

- 14.1 Each Party (a “Receiving Party”) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes and/or initiatives or other information which is marked as confidential which are disclosed to the Receiving Party by another Party (a “Disclosing Party”), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party’s business, its products or its services which the Receiving Party may obtain.
- 14.2 The Receiving Party shall only disclose such confidential information to its professional advisors, and those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the Receiving Party’s obligations under this Concord, and shall ensure that such professional advisors, employees, agents or subcontractors shall keep such information confidential.
- 14.3 The provisions of this Clause 14 do not apply to information which:
- 14.3.1 comes into the Receiving Party’s possession directly from a third party other than as a result of a breach of confidence provided that third party was not under the same or similar duty of confidence;
  - 14.3.2 is in or comes into the public domain other than as a result of a breach of Clause 14; or
  - 14.3.3 the Partners in question agree in writing that the information is not confidential.

## 15 **FREEDOM OF INFORMATION**

Each partner retains their own legal responsibility to adhere to the Freedom of Information Act 2000. If any Partner receives a request for information relating to this Concord under the Freedom of Information Act 2000, it shall consult with the other Partners before responding to such request and, in particular, shall have due regard to any claim by any other Partner to this Concord that the exemptions relating to commercial prejudice and/or confidentiality apply to the information sought.

## 16 **NO PARTNERSHIP**

Nothing in this Concord is intended to, or shall be deemed to, establish any partnership between any of the Partners, constitute any Partner the agent of another Partner, nor authorise any Partner to make or enter into any commitments for or on behalf of any other Partner except as expressly provided in this Concord.



**Schedule 1**

**Signatories to the Concord**

**SIGNED** by )  
 Duly authorised to sign for and on )  
 behalf of **CITY OF YORK COUNCIL** )  
 )  
 .....  
 Authorised Signatory  
 Title: [Chief Operating Officer]  
 DATE: [ ]

**SIGNED** by )  
 Duly authorised to sign for and on )  
 behalf of **NIMBUSCARE** )  
 )  
 .....  
 Authorised Signatory  
 Title: [Chief Executive]  
 DATE: [ ]

**SIGNED** by )  
 Duly authorised to sign for and on )  
 behalf of **ST LEONARD'S** )  
**HOSPICE YORK** )  
 )  
 .....  
 Authorised Signatory  
 Title: [Chief Executive]  
 DATE: [ ]

**SIGNED** by )  
 Duly authorised to sign for and on )  
 behalf of **TEES ESK AND WEAR** )  
**VALLEYS NHS FOUNDATION TRUST** )  
 )  
 .....  
 Authorised Signatory  
 Title: [Chief Executive]  
 DATE: [ ]

**SIGNED** by )  
 Duly authorised to sign for and on )  
 behalf of **VALE OF YORK CCG** )  
 )  
 .....  
 Authorised Signatory  
 Title: [Accountable Officer]  
 DATE: [ ]

**SIGNED** by )  
 Duly authorised to sign for and on )  
 behalf of **YORK CVS** )  
 )  
 .....  
 Authorised Signatory  
 Title: [Chief Executive]  
 DATE: [ ]

**SIGNED** by )  
 Duly authorised to sign for and on )  
 )  
 .....  
 Authorised Signatory



behalf of **YORK SCHOOLS & ACADEMIES BOARD** ) Title: [Chair]  
) DATE: [ ]

**SIGNED** by )  
Duly authorised to sign for and on )  
behalf of **YORK TEACHING HOSPITAL** )  
**NHS FOUNDATION TRUST** )  
.....  
Authorised Signatory  
Title: [Chief Executive]  
DATE: [ ]

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## Schedule 2

### Terms of reference of the York Health & Care Alliance Board

1.	Purpose	<p>The York Health and Care Alliance (“<b>the Alliance</b>”) has been set up by the partner organisations (“<b>Partners</b>”) as a place based partnership to help them deliver better health and care outcomes for the City of York Place, through more integrated care and improved use of data. The key aims of the Alliance are:</p> <ul style="list-style-type: none"> <li>• <b>People centred:</b> The development of public services and the right conditions for people and communities to stay well, enabling them to take increased responsibility for their own health and wellbeing</li> <li>• <b>Integrated services:</b> The development of primary, social, voluntary and community care to support people and communities in the place they live and provide a point of on-going continuity, which for most people will be general practice</li> <li>• <b>Timely and appropriate care:</b> The freeing up of mental and physical health specialists to be responsive to episodic events, to provide complex care and support, and to give specialist advice as part of multi-disciplinary teams</li> </ul>
2.	Area and population (“ <b>City of York Place</b> ”)	<p>The area of City of York Place is the area covered by City of York Council plus the area covered by Pocklington PCN. (Most of the area covered by Pocklington PCN is in the area covered by City of York Council but there is part of Pocklington PCN that is in the area covered by East Riding of Yorkshire Council. As there is an increasing focus on work done by or in partnership with PCNs, the Alliance has decided that it would be preferable for City of York Place to cover all of this PCN area, rather than having some of the PCN in and some of the PCN out of City of York Place.) The services that are within the remit of City of York Place include public services provided by the Partners:</p> <ul style="list-style-type: none"> <li>- to residents of City of York Place;</li> <li>- within City of York Place; or</li> <li>- to visitors and temporary residents of City of York Place</li> </ul>



		<p>The Partners acknowledge that there will not always be a neat fit between the relevant data and the City of York Place footprint, and the data that would be used in practice would depend on the question being asked/ problem being addressed.</p>
3.	Workstreams	<p>The Alliance has agreed that it will operate through a board of the Partners in accordance with these terms of reference (“<b>Alliance Board</b>”). The Alliance Board will choose the areas that the Alliance will prioritise. It is expected that these will be concerned with:</p> <ul style="list-style-type: none"> <li>- The commissioning, delivery and/ or design of public services that impact on outcomes for City of York Place</li> <li>- The development of the Alliance, including the deepening of trust and understanding between staff from different organisations</li> <li>- Improving the understanding and participation of citizens of the City of York Place, and engagement with other relevant organisations</li> </ul>
4.	Membership and observers	<p><b>Alliance Board Members</b></p> <p>The Alliance Board is made up of:</p> <ul style="list-style-type: none"> <li>• The Chair</li> <li>• NHS City of York Place Leader (chosen by the NHS Partners) or a deputy nominated by them</li> <li>• Partner Representatives</li> </ul> <p>These are the Board Members</p> <p><u>The Chair</u> is in the first instance the Leader of City of York Council and attends in addition to the partner organisation representative(s) from City of York Council</p> <p><u>The NHS City of York Place Leader</u> attends in addition to the Partner Representative from their organisation</p> <p><u>Partner Representatives</u></p> <p>The Partners of the Alliance are listed below. One representative from each Partner may attend the meetings of the Alliance Board, unless different arrangements are set out below.</p> <ul style="list-style-type: none"> <li>• City of York Council</li> <li>• Nimbuscare</li> <li>• St Leonards Hospice</li> <li>• Tees, Esk &amp; Wear Valleys NHS Foundation Trust</li> <li>• Vale of York CCG</li> <li>• York Community &amp; Voluntary Services</li> </ul>



		<ul style="list-style-type: none"> <li>• York Schools and Academies Board</li> <li>• York Teaching Hospital NHS Trust</li> </ul> <p>There may be two Partner Representatives from City of York Council in addition to the Chair: the Director of Public Health, and one other Corporate Director.</p> <p>Partners nominate their Representative by emailing their name and contact details (including email address) to <a href="mailto:jo.baxter1@nhs.net">jo.baxter1@nhs.net</a>. If a Partner Representative is unable to attend then a deputy may attend in their place, provided the deputy's name and contact details (including email address) are notified in advance to <a href="mailto:jo.baxter1@nhs.net">jo.baxter1@nhs.net</a> by the Partner. If the Partner Representative from the City of York Council with responsibility for adult social care, children's social care and schools cannot attend then they may nominate up to two deputies if this is necessary to ensure that those attending on behalf of the Council have sufficient understanding of the areas being discussed by the Board.</p> <p><u>Citizen voice</u></p> <p><b>Observers</b></p> <p>The Alliance Board can agree to invite others to attend meetings to present, contribute to discussions or observe proceedings.</p>
5.	Attendance	<p>It is important that Partner Representatives from across the system attend Alliance Board meetings, to enable the Alliance Board to take a holistic approach.</p> <p>The Alliance Board can formally meet if:</p> <ul style="list-style-type: none"> <li>- The Place Leader or their deputy is present; and</li> <li>- The Leader of City of York Council or their substitute, the Executive Member for Health and Adult Social Care.</li> </ul> <p>If all these requirements are not met then the meeting can proceed but any outputs will be provisional unless or until they are approved by an Alliance Board meeting that meets the requirements.</p> <p>If a Partner fails to send a representative to the Alliance Board when the Alliance Board is due to discuss an item that directly concerns the Partner, then they shall provide the Alliance Board with an explanation for their absence. If a Partner fails to send a representative more than twice in any 12 month period without good reasons having been given for the absence then the remaining Board Members may choose to remove them from the Alliance.</p>



		<p>Attendance may be in person, by telephone or by video link provided all Board Members attending are able to hear all other Board Members and appropriate security measures are in place</p> <p>If a Partner Representative does not attend a meeting at which changes or additions to the Concord or these Terms of Reference are discussed then they may give their agreement to those changes or additions by emailing <a href="mailto:jo.baxter1@nhs.net">jo.baxter1@nhs.net</a> and stating unambiguously that they are agreed by the Partner Representative.</p>
6.	Chairing arrangements	<p>Meetings of the Alliance Board will be chaired by the Leader of City of York Council.</p> <p>If the City of York Council Leader is unable to attend then the Alliance Board meeting shall be chaired by the Deputy Chair. The Deputy Chair will be a Partner Representative from an NHS provider organisation, nominated by the Alliance Board at its first meeting.</p>
7.	Status and authority	<p>The Alliance is a group of organisations that have agreed to work together more closely, and to do this through participating in the arrangements set out in the Alliance Concord). Those arrangements include the senior leaders from each organisation meeting on a regular basis. When they meet together those leaders make up the Alliance Board.</p> <p>Neither the Alliance nor the Alliance Board is a legal body, and so they are not able to make decisions in their own right. Each Partner will continue to take its own decisions and implement them. The Alliance cannot require any Partner to act in a particular way, nor can any Partner or group of Partners “overrule” any other.</p> <p>However, it is hoped that through working together more closely – including by senior leadership meeting regularly at the Alliance Board – decisions can be made in a more co-ordinated way, with a better understanding of their implications for the overall outcomes at City of York Place. The aim is to reach consensus across all Partners over what action is best for City of York Place.</p> <p>Each Partner will decide for itself what level of authority it will delegate to its representative on the Alliance Board and will communicate this clearly to the other Partners. It is expected that the representatives on the Alliance Board will be senior leaders within their organisation, they will already have a significant decision-making responsibility for their organisation.</p> <p>If a representative is unable to agree to a proposal under consideration at an Alliance Board meeting without</p>



		<p>seeking approval from their organisation, they will explain this at the start of the relevant agenda item.</p> <p>Before the first meeting of the Alliance Board, the each partner organisation will say briefly in writing what decisions their representative is able to make on behalf of their organisation and what decisions they would need to take back. These explanations will be collated and made available to all partner organisations. An organisation can update its statement at any time by emailing <a href="mailto:jo.baxter1@nhs.net">jo.baxter1@nhs.net</a></p> <p>It is the responsibility of each Partner to ensure that its representative on the Alliance Board understands the limits of their decision-making authority.</p>
8.	Resources	<p>As it is not an organisation in its own right, the Alliance relies on the Partners to provide the resources it needs to operate.</p> <p>The Alliance Board is supported by administration services provided by Vale of York CCG</p> <p>The Alliance Board is supported by a virtual data and analytics team ('Population Health Hub') made up of individuals spread across different Partners. It can ask this virtual team for:</p> <ul style="list-style-type: none"> <li>- Insights based on data</li> <li>- Input regarding the development of population health management capacity within City of York Place</li> <li>- Participation in Alliance Board meetings</li> </ul> <p>HCV ICS may allocate resources to be used by the Alliance. The Place Leader will be responsible for liaising with the HCV ICS and ensuring that such resources are spent in accordance with assurances provided to HCV ICS.</p> <p>The Alliance Board is able to set up groups to support its work. This is done through agreement at an Alliance Board meeting.</p>



9.	Ways of working	<p>Board Members will:</p> <ul style="list-style-type: none"> <li>(a) Support each other to take decisions that are in the best interests of City of York Place;</li> <li>(b) Make time to deepen working relationships with other representatives</li> <li>(c) Work to understand the perspective and impacts of decisions on other parts of the health and social care system, and to use the best available data to inform decision-making</li> <li>(d) Ensure they are properly briefed about topics to be discussed at the Alliance Board</li> <li>(e) Participate in Alliance Board discussions in good faith and conduct discussions in a respectful way</li> <li>(f) Be open about their position and in particular if they disagree with a proposal or analysis, say so and explain why, rather than remaining silent</li> <li>(g) Be open about any interest their organisation has in an area being considered by the Alliance Board</li> <li>(h) Act as an ambassador for the Alliance within their organisation and the wider system</li> </ul> <p>Each Partner will ensure that:</p> <ul style="list-style-type: none"> <li>(a) It has a Representative at each meeting of the Alliance Board of appropriate seniority</li> <li>(b) Its Representative is appropriately briefed and authorised (in line with point 7), and that the representative understands the limits of their decision-making authority</li> <li>(c) Its Representative is given appropriate time and resources to enable them to participate meaningfully in Alliance Board meetings and to develop working relationships with people working in other parts of the system</li> <li>(d) Its Representative is familiar with these terms of reference</li> </ul>
10.	Reporting	<p>It is the responsibility of each Partner Representative sitting on the Alliance Board to report back to their Partner organisation about the work of the Alliance.</p> <p>The Alliance will need to report on its work to HCV ICS. Such reports will be made by the Place Leader, both in writing and by attending relevant meetings of the ICS. Written reports will be circulated to Partners in advance for comment. Any comments made will be reflected in the report. This may be done by adding the comments rather amending the original wording at the discretion of the Place Leader.]</p>



		<p>The Alliance Board will also report on its work to City of York Council Health &amp; Wellbeing Board. It is anticipated that the Place Leader will also sit on the Health &amp; Wellbeing Board and so will be able to provide oral and written updates as desired by the Health &amp; Wellbeing Board. The way in which the Alliance Board works alongside the Health &amp; Wellbeing Board will be formalised as the Alliance develops.</p> <p>The Alliance Board will agree an annual report summarising its work that representatives can use to report to their organisation.</p>
11.	Decision making	<p>It will be for each Partner (and where decision-making has been delegated to them, each Partner Representative) to take decisions for their organisation. No Partner or group of Partners can take decisions on behalf of others.</p> <p>Therefore matters can be decided at the Alliance Board only if:</p> <ul style="list-style-type: none"> <li>- All Partners are represented at the meeting</li> <li>- Those Partner Representatives have the appropriate delegated authority from their organisation to make the decision</li> <li>- All Partner Representatives agree to make the decision</li> </ul>
12.	Conduct of business	<p>Meetings of the Alliance Board will be held regularly. It is anticipated that they will be held once a month but the Alliance Board may agree to a different meeting frequency if they wish, by doing so at a meeting of the Alliance Board.</p> <p>The Chair or the Place Leader may call extraordinary meetings of the Alliance Board at their discretion subject to providing at least five working days' notice to Board Members.</p> <p>If a Board Member wishes to add an item to the agenda they must notify <a href="mailto:jo.baxter1@nhs.net">jo.baxter1@nhs.net</a>. Requests for agenda items will be passed to the Place Leader who will decide the content and order of the agenda. The Place Leader will also decide if any part of the meeting should be held in private.</p> <p>Circulation of the meeting agenda and papers via email will take place at least five working days prior to the meeting.</p> <p>Meetings of the Alliance Board will be held in public unless:</p>



		<ul style="list-style-type: none"> <li>- The Place Leader has determined that an agenda item should be heard in private</li> <li>- Any partner organisation representative present requests that an item should be heard in private</li> </ul> <p>Agendas, papers and minutes will be published on the Vale of York CCG and City of York Council websites. Other Partners may also publish these documents on their websites if they wish.</p> <p>The minutes of Alliance Board meetings will be sent to Board Members within 10 working days of each meeting.</p> <p>The Alliance Board will have administrative support from Vale of York CCG to:</p> <ul style="list-style-type: none"> <li>- Collate items for the agenda</li> <li>- Circulate the agenda and any papers</li> <li>- take and circulate minutes of the meetings</li> <li>- maintain a record of actions and action owners</li> </ul>
13.	Conflicts of interest	<p>Board Members must refrain from actions that are likely to create any actual or perceived conflicts of interests.</p> <p>Board Members must disclose all potential and actual conflicts of interest and ensure that such conflicts are managed in adherence with their organisation's conflict of interest policies. Such conflicts should be declared at the earliest opportunity to <a href="mailto:jo.baxter1@nhs.net">jo.baxter1@nhs.net</a> and at the start of any meeting discussing matters related to a conflict.</p> <p>If a conflict of interest is declared then:</p> <ul style="list-style-type: none"> <li>- The declaration will be noted in the minutes</li> <li>- The Place Leader may decide (either in advance or at the meeting) that the Board Member: <ul style="list-style-type: none"> <li>o can continue to participate as normal</li> <li>o can attend but cannot contribute to discussions</li> <li>o cannot attend</li> <li>o cannot receive papers (including agendas and minutes) relating to the item</li> </ul> </li> </ul> <p style="padding-left: 40px;">for the relevant item</p> <p>The decision of the Place Leader will be noted in the minutes.</p> <p>Any Elected Member from CYC will be required to abide by the CYC Members Code of Conduct.</p>



14.	Review	These terms of reference will be reviewed annually. They may be amended at a meeting of the Alliance Board by the agreement of the Partner Representatives.
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### Schedule 3

#### Areas of First Focus

Early conversations with senior leaders have identified the need to start by concentrating on a small number of priority areas in order to channel our resources effectively in the initial stages of our joint working. Therefore, our first focus areas include:

- Prevention and early management of diabetes in vulnerable people
- High-cost complex packages, including CHC cases
- Learning Disabilities /Autism – specific topic tbc

These need to be refined by partners but there is a strong sense of support to take these forward.

There are also a number of areas where the work of Partners is so closely connected that it would be helpful for all of our teams to have some clarity, at least in terms of our commitment to work collaboratively. These include:

- COVID recovery
- Community Mental Health
- Dementia care and support across the whole pathway
- Loneliness, isolation and wellbeing
- Self-harm and suicide
- Childhood resilience
- Alcohol harm and substance misuse

Signalling our intention to develop a joint approach to these areas sends a strong message to our staff and partners. We anticipate that all Partners would take part in the process of aligning staff to these emerging programmes. This would be particularly important and helpful for those staff who will be affected by the likely process of NHS reconfiguration in 2021/22. We could also encourage teams to explore how best to come together to make this work happen.

We will work together in the areas set out above to deliver our Shared Purpose of improving health outcomes and reducing health inequalities for the population of the City of York Place, through the prevention of ill-health and provision of safe and high quality public services that work well together.