



Annex E

**Adult Social Care (ASC) Digital
Transformation Fund**

Funding Agreement (2022-23)

Between

**West Yorkshire Health and Care
Partnership, and**

(Final document)

Version Control

Version	Date	Comments
1.0		

The document has had authored by:

Assurance Report Authors:	Position

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1. Introduction

This Funding Agreement (the Agreement) specifically relates to the Digitising Social Care (DiSC) Programme mandate to accelerate the adoption of digital social care records, sensor based falls prevention and detection technologies and piloting other care technology to build an evidence base for future scaling. The funding for the Programme in the Financial Year 2022/23 (FY 22-23) is exclusively Revenue funding.

There are 3 overall parts to this submission,

- 3 Year Strategic Plan;
- Financial Year (FY) 22/23, (Year 1) Implementation Plan; and
- Funding Agreement.

All 3 parts must be completed for your ASC Digital Transformation Fund submission to be accepted

The funding secured by the Programme is to support the digital transformation of adult social care and achieve the Programme targets. These are:

- 60% of CQC registered adult social care providers (residential and non residential) will have adopted a Digital Social Care Record (DSCR) by March 2023, and 80% by March 2024; and
- Ensure the 20% of care home residents who are identified as at high risk of falls are protected by sensor-based falls prevention and detection technologies reaching at least 10% of residents by March 2023 and 20% by March 2024.

Approximately 60% of social care providers do not have a digital social care record. Digital transformation can dramatically improve the quality and safety of care, with real time data integrated with the NHS to ensure people receive the right care, at the right time, and with the right people having access to the health and care information they need. The use of innovative care technologies, such as acoustic monitoring, could reduce falls in care homes by 20% or more - falls cost the NHS over £2 billion a year.

The White Paper [People at the Heart of Care](#) commits investment of at least £150 million over the next 3 years to rapidly drive digitisation across the sector. In addition to the DiSC Programme the investment will enable improvements to infrastructure, development of digital skills in the sector and improvements in cyber security.

The Digitising Social Care (DiSC) Programme already supported 16 ICS in FY 21/22 to pilot digital social care technology in order to build an evidence base for their impact, develop implementation guidance and assure supplier solutions. Following on from the pilot work, the Programme will support all 42 Integrated Care Systems (ICS) through funding for implementation support and the Adult Social Care Digital Transformation Fund.

The DiSC Programme funding is split into two funding streams for each ICS:

- Implementation Support - Funding will be made available to stand-up local implementation teams within each ICS to provide hands-on procurement and implementation support for adult social care providers within their local footprint. Each ICS will receive a core funding settlement of £68,810 (the equivalent to match funding 2 x Band 8bs) which needs to be match funded to the same amount. This will be available each financial year for the three year period of this funding and is non-recurrent beyond March 2025.

- Adult Social Care Digital Transformation Fund - Funding will be made available to scale the adoption of care technology in adult social care with a focus on DSCR and sensor based falls prevention and detection technology. In addition to this, the funding will support adult social care providers to pilot other types of care technologies, building a clearer evidence base for their benefits and informing a credible plan for their scaling.

This funding will improve the quality and safety of care people receive and support recovery in the NHS more widely by:

- Reducing demand on the NHS: Acoustic monitoring in residential care homes can reduce falls by 40% or more among over 65s, improving quality of life for people in receipt of care and reducing falls related hospital admissions by 20%;
- Reducing demand on other social care services: Caretech can be used to avoid falls and fractures; around 20% of hip fracture patients enter long-term care in the first year after a fracture;
- Improving quality and safety: Giving carers, managers and regulators the latest information about the people they care for, including relevant data from the NHS, to ensure they receive the right care at the right time and enabling a move towards more anticipatory, preventive, care;
- Improving productivity in social care: Reducing the administration of care records and plans The adoption of DSCR has been shown to release at least 20 minutes, per care worker, per shift.

The Programme will support localities to meet the requirements set out in this Agreement.

2. Purpose of the Funding Agreement

2.1 Introduction

This Agreement is between:

NHS ENGLAND On Behalf Of The Department of Health & Social Care

whose principal address is for these purposes

Quarry House, Quarry Hill, Leeds, West Yorkshire LS2 7UB ("Authority"); and

West Yorkshire Health and Care Partnership ("Funding Recipient")

On behalf of

West Yorkshire ICS ("Locality")

This Agreement is not a contract nor is it legally binding and is not intended to create legal relationships between the Parties. The Agreement should not be interpreted as removing or reducing existing legal obligations or responsibilities on each Party.

This funding agreement will be subject to specific confirmation from the relevant locality that all funds will be drawn down and utilised within the FY 2022-23.

2.2 Purpose

The purpose of the Agreement is to formally set out the funding arrangements for the Locality to articulate the expectations and obligations on the parties involved.

It sets out how the Authority, Funding Recipient, Locality and all parties will work together to jointly deliver the objectives agreed as part of a delivery plan (a 3 Year Strategic Plan, supported by a FY 22/23 (Year 1) Implementation Plan) that satisfies the DiSC regional lead and the Locality.

It identifies requirements, terms, conditions and consequences associated with the Award, and sets out a series of commitments that the Funding Recipient and Locality must meet in return for the Award. It captures key stakeholders in the Agreement, a governance approach, and details pertinent to each outcome covered by the Agreement.

These outcomes and the associated funding will underpin delivery of key objectives of the Programme:

- Reduction in the frequency and severity of incidents such as falls leading to hospital admissions by the implementation of sensor based falls prevention and detection technology, improving the quality of life for individuals in receipt of care;
- Reduction in the amount of time staff spend on paperwork and other routine tasks, giving them more time to spend interacting with people and delivering personalised care. The adoption of DSCR has been shown to release at least 20 minutes, per care worker, per shift;
- Reduction in errors in care provision by ensuring information about an individual's care needs and preferences is known to every professional involved in their care;
- Improvement in the information received by NHS organisations with the electronic transfer of admission and discharge information which will help to reduce the administrative burden and delays associated with the admissions and discharge process;

- Improvements in the sharing of information so that commissioners can draw on timely and accurate data to inform commissioning, and understand the needs and requirements of their local populations.

It is designed to support discussion and collaborative working and sets out the agreements that need to be completed during its development and signature.

3. Principles of Operation

3.1 The Principles of Operation

The following principles underpin the Agreement and aim to ensure a balance of flexibility within a structured set of expectations to provide return on investment and value to the wider NHS and Social Care system.

Operations:

- Close working relationships between the National DiSC Programme and Localities, with Single Points of Contact (DiSC Regional Lead) used as widely as possible to manage communication and messaging;
- There must be a local Senior Responsible Officer in place supported by a range of key named leads. The named leads are expected to be from existing resources within the locality unless there is a strong case for recruitment. A suggested range of roles for named leads is provided within the Annex D to this Agreement;
- Commitment to collaboration and transparency with traceability on progress;
- Securing Value for Money;
- Open channels of communication and reporting;
- Reporting to be sufficient to support the national Programme requirements as and when required by the DiSC Regional Lead.

Joint commitment to ensure that the Programme is successful at all levels:

- Joint commitment to be collaborative to support the Programme both Nationally and Locally;
- Reciprocal governance such that the relationship between the national/regional teams and the Localities will be with single named programme leads within the Locality. It is then the responsibility for each of these leads to represent the parties within the Locality and manage internal relationships and issues. A single point of contact from the national DiSC programme team will be a member of the locality Governance structure to represent the Programme;
- Programme team able to attend local meetings, and local partners represented at national meetings;
- Jointly supportive to encourage supplier collaboration;
- Capturing and sharing lessons learned at every opportunity and ensuring local systems create the momentum needed to deliver shared care records;

- Maintaining a level of Programme Management without over burdening the locality, understanding that at times this may not always be possible in response to a changing landscape.

Funding:

- Funding is accessible at the earliest opportunity, managed through the relevant allocation process;
- Funding agreements are developed jointly to ensure fit for purpose;
- Funding investment is measurable in terms of benefits realisation and metrics;
- Funding to be spent on assured solutions unless agreed otherwise or no assured solutions exist at the time of procurement;
- Local matched funding commensurate with the award is identifiable and attributable to the delivery of the funding agreement.

4. Commitment & Expectations

4.1 The Authority

The Authority is responsible for:

- a) Supporting the Locality and Recipient to develop the Agreement;
- b) Facilitating the award of funding to the Recipient, subject to the terms, conditions and requirements set out in this Agreement;
- c) Working collaboratively with the Recipient to resolve problems that require support or escalation;
- d) Assigning a Single Point of Contact for the duration of the Agreement to provide day-to-day linkage to the Programme;
- e) Developing and maintaining the evidence base for digital social care records and caretech;
- f) Maintaining the accredited supplier list, managing the market and defining the roadmap for standards adoption;
- g) Exploring “smarter” regulation and developing commissioning guidance;
- h) Delivering a complimentary national support offer (including best practice guidance and care provider masterclasses);
- i) Supporting delivery by the ICS to increase the adoption of digital social care records and caretech within their local systems; and
- j) Commissioning an evaluation of the national and local support provided to ensure that it is fit for purpose, meets the needs of care providers and makes recommendations for future scaling.

4.2 The Locality

The Locality commits to:

- a) Providing the Authority assurance of commitment and support that the Agreement is fully endorsed by the Locality Programme Board on behalf of its stakeholders to achieve the outcomes;
- b) Providing details of nominated Senior Responsible Officers and Leads for the Locality for the day-to-day management of this Agreement;

- c) Ensuring that there is a clear governance arrangement which is integrated with any local ICS development and transformation programmes;
- d) Being collaborative when engaging with statutory NHS and Local Government partners and other stakeholders required to ensure success of the Agreement;
- e) Ensuring active engagement with social care providers relevant to the project(s);
- f) Ensuring there is clear involvement of service users and public representatives in the local governance arrangements, with clear evidence of their active role in the co-design of local solutions;
- g) Purchasing from a range of Digital Social Care Records – Assured Suppliers;
- h) Ensuring that all applicable procurement regulatory requirements are followed and confirming local responsibility for any procurement risks;
- i) Sharing lessons learnt with the Authority and other NHS, Social Care, and Local Government organisations as well as contributing to the evidence base for the impact of care technologies via relevant artefacts such as case studies, digital playbooks, blueprints, etc for consideration and adoption by other programmes;
- j) Demonstrating return on investment to evidence value for money for the taxpayer;
- k) When procuring goods and services making reference to the [DHSC Social Value Model](#) so that commercial practitioners, whose role includes finance, policy or planning and delivering procurements, understand how to account for social value throughout the procurement lifecycle, especially at the pre-procurement stage.

4.3 The Funding Recipient

The Funding Recipient commits to:

- a) Being accountable for the funding obligations in this Agreement and adhering to Standing Financial Instructions to ensure compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority at no further cost to the Authority;
- b) Reporting on a regular basis how the funding provided by the Award has been spent / invested, including advanced notice of any spend deviation from the original allocation;
- c) Being responsible for the delivery of local support to increase the adoption of digital social care records and caretech within their local systems (in line with the content of the FY 22/23 (Year 1) Implementation Plan);
- d) Being responsible for supporting the evaluation of the national and local support provided to ensure that it is fit for purpose, meets the needs of care providers and make recommendations for future scaling;
- e) Being responsible for contributing to the sharing of lessons learned between participating ICSs and across their regional footprints; and
- f) When procuring goods and services making reference to the [DHSC Social Value Model](#) so that commercial practitioners, whose role includes finance, policy or planning and delivering procurements, understand how to account for social value throughout the procurement lifecycle, especially at the pre-procurement stage.

5. Funding Agreement Operating Requirements

5.1 Assurance & Reporting

The Recipient and Locality shall use this Award only for the delivery of the project as set out in this Agreement and their corresponding FY 22/23 (Year 1) Implementation Plan.

During the period of operation of the Agreement the Recipient and Locality are expected to provide, as a minimum, local and national reporting of progress in line with the outcomes provided at Annex A and B. This will provide management information and support relating to programme assurance, benefits, outcome delivery and financial spend and, on occasion, the Authority may request additional information in areas. This will be subject to regular assurance processes with assurance reports being presented to the national DiSC Programme Board that are as light touch as possible, but evidence based.

The minimum set of assurance and reporting requirements are as follows:

- Quarterly Progress Report using the template provided to be submitted quarterly in arrears as a minimum requirement via the DiSC Regional Lead;
- Monthly check-point calls to discuss progress and escalate risks and issues;
- Contribution to a set of case studies and the production of a dedicated playbook for consideration and adoption by other programmes.

At the conclusion of this Agreement the Locality is expected to provide a closure report to the DiSC Programme. This report will provide the following:

- Lessons Learnt Report / Post Implementation Review;
- Case Studies / Playbook;
- Local evaluation/ plans for evaluation;
- Ongoing Benefits realisation management reporting plans;
- Plans and financial models to enable the delivered outcomes to be sustained into future years.

5.2 Benefits Realisation and Management

The Locality is required to engage with the Benefits Manager from the National Team to develop and agree a Benefits Management Strategy to support the funding agreement. Guidance on how to complete this can be given by the Benefits Manager. A local template can be used by the Locality and should include a brief description of:

- The vision of the future state and the benefits for people using care, staff and the service;
- An articulation of how the technology implemented through the programme and the associated transformation will create benefits for patients and users;
- The Benefits Realisation Management approach being adopted, including resources and commitment to identify, plan, baseline, forecast, monitor and report benefits including health and care benefits that can be measured to demonstrate the value of investment (as cash releasing, non-cash releasing, quantitative or qualitative benefits);

- The governance arrangements for benefits realisation management across the lifecycle of the benefit, particularly where there are pre-existing/related projects with established benefits realisation management approaches and/or benefits realisation in progress (this is to avoid double counting); and
- How the local team expects to transition to business as usual and how benefits realisation will be tracked and monitored following closure of the programme.

The Locality is required to fill in the Benefits Register (which will be provided) and to make sure that it is regularly updated as it is a living document. Guidance on how to complete the Benefits Register will be given by the Benefits Manager.

Post implementation the agreed prioritised Benefits are to be reported to the Benefits Manager on a quarterly basis through to the completion of the programme.

The above material can be included as a separate standalone document embedded within the Agreement and shared with the National DiSC Programme Team.

5.3 Learning

This Agreement will support early learning and ensure local systems create the momentum needed to deliver digital social care innovations.

Learning is to be shared by the locality and partners at virtual share and learn meetings regularly to share your progress, solve problems together and make connections with other DiSC projects to contribute to expanding the evidence base for wider dissemination.

5.4 Change Control Process

There shall be a requirement to invoke the Change Control Process where there is any change that impacts this Agreement and its outcomes (Scope / Cost / Time / Quality / Deliverables / Resources / Other). It is to be a locally managed process and decision to initiate it. It is the responsibility of the Locality and the Authority representatives to ensure this happens at the earliest opportunity and that it is documented using the Change Control Notice.

The change is to be agreed between all Parties and recorded and reported using the agreed method.

5.5 Escalation Process

If there is an issue or dispute that cannot be resolved locally, using change control as appropriate, and it needs to be escalated to the National DiSC Programme via the Single Point of Contact then the Locality is to provide, in writing to the Authority's representative, details of the issue or dispute being escalated.

The escalation will then be co-managed by the Authority and Locality nominated representative using the agreed approach and timescales (the local escalation process to be documented by the Locality and Authority).

5.6 Confidentiality

For this Agreement, Confidential Information shall mean any and all information which is supplied or disclosed, directly or indirectly, in writing or in any other means, by each Party to any other including, but not limited to, any documents, drawings, sketches, designs, materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply is identified as confidential.

Each Party shall, during the term of this Agreement and thereafter, keep secret and confidential all IPRs or Know How or other business, technical or commercial information disclosed to it because of the Agreement which is designated confidential, or which ought reasonably to be considered to be confidential and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement.

For this Agreement “the Receiving Party” shall mean the Party receiving the Confidential Information disclosed by any other Party (“the Disclosing Party”). The Receiving Party shall:

- a) undertake to use the Confidential Information solely for the purpose of this Agreement and not to make any other use, whether commercial or non-commercial, without the prior written consent of the party disclosing it.
- b) undertake to keep the Confidential Information confidential and not to disclose it nor to permit the disclosure of it to any third party and not to make it available to the public or accessible in any way, except with the prior written consent of the Party disclosing it.

The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any IPRs, Know How or other business, technical or commercial information which:

- a) at the time of its disclosure by the Disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the Receiving Party.
- b) is already known to the Receiving Party as evidenced by written records at the time of its disclosure by the Disclosing Party and was not otherwise acquired by the Receiving Party from the Disclosing Party under any obligations of confidence; or
- c) is at any time after the date of this Agreement acquired by the Receiving Party from a third party having the right to disclose the same to the Receiving Party without breach of the obligations owed by that party to the Disclosing Party.
- d) the Recipient proves the Confidential Information has been developed independently by its employees, who had no access to any of the Confidential Information disclosed by the Party disclosing it to the Receiving Party.

The Receiving Party shall limit and control any copies and reproductions of the Confidential Information. The Receiving Party shall return all records or copies of the Confidential Information at the request of the other party and if required, on termination of this Agreement. This shall not apply to Confidential Information or copies thereof which must be stored by the Receiving Party according to mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation.

The Receiving Party undertakes to disclose the Confidential Information only to its staff (employees and contractors) who:

- a) reasonably need to receive or access the Confidential Information for the purpose of this Agreement; and
- b) have been informed by the Receiving Party of the confidential nature of the Confidential Information under the terms of this Agreement; and
- c) have been advised of and agree to be bound by equivalent obligations to those in this Agreement.

All Confidential Information shall remain the exclusive property of each Party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. The Parties agree that

this Agreement and the disclosure of the Confidential Information do not grant or imply any licence, interest or right to the Recipient in respect to any intellectual property rights of the other Party.

5.7 Term & Termination

This Agreement shall commence on the date of signature of the Agreement and, unless terminated earlier in accordance with the terms of this Agreement or the general law, shall continue until the end of March 2023.

This Agreement will be formally reviewed by both Parties to the Agreement before the payment dates have been agreed. The Parties may agree to review this Agreement more frequently to resolve any matters or concerns arising out of the operation of the Agreement upon the written request of either Party.

The Authority may terminate this Agreement forthwith by notice in writing to the Locality if the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the delivery of the Agreement by the Locality.

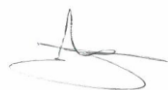

Should terminating this Agreement be required, this should be done in writing by both parties.

6. Funding Agreement Signatories

6.1 The Funding Agreement Signatories

In the case of multiple organisations hosting funding on behalf of the Locality, each Funding Recipient organisation must sign the Funding Agreement to ensure timely transfer of funds.

The Parties approving this Funding Agreement are as follows:

Area of Responsibility	Name	Position	Signature	Date of Signature
SIGNED by NHS England on behalf of the Secretary of State for Health acting by:				
SIGNED on behalf of the Locality by: (ICS SRO)	James Thomas	SRO for Digital		01/08/22
SIGNED by the Funding Recipient (CFO)	Jonathan Webb	Director of Finance for West Yorkshire Health and Care Partnership		01/08/22

7. Annex A – Funding and Outcomes

7.1 Introduction

This Annex describes the funding, outcomes, and payment schedule to assure the Authority that the expectations set out in this Agreement have been delivered.

7.2 Funding Allocation

The funding to be made available is comprised of Revenue and is to be in payment for delivered outputs as described.

Revenue will be transferred from NHSE/I to the Locality's nominated Organisation following standard finance and accounting rules and procedures in operation between the relevant organisations.

All funding provided to the Locality shall be solely used by the Funding Recipient for the delivery of the outcomes identified in the Annex B of this Agreement.

Awards cannot be used for any NHS capital charges, depreciation charges or any other consequential revenue or capital run-on costs arising from the Award. These costs / charges and any VAT charges must be met by the Recipient.

Local arrangements between the Lead Provider and other organisations must cover where funding and costs are recorded and responsibility for any consequential costs arising from the Award; and ownership of the capital asset will rest with the Funding Recipient. These should be summarised by the Recipient and be relevant to the detail contained in Annex B.

Where the Funding Recipient intends to apply to a third party for other funding for the programme/project, it will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with written details of the amount and purpose of that funding. The Funding Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Agreement or any related administration costs that the Authority is funding in full under this Agreement.

Subject to the point immediately above, where the Funding Recipient has obtained funding from a third party in relation to its delivery of the Programme/project (including without limitation funding for associated administration and staffing costs), the amount of such funding will be included in this Funding Agreement (and clearly identified as third party funding) together with a clear description of what that funding shall be used for and any relevant obligations or duties owed to the fund provider. For the avoidance of doubt, in the event of default or other liability to any third party by the Funding Recipient, the Authority will not become liable on behalf of the Recipient in this regard.

In exceptional cases the Authority may withhold or suspend an Award or pursue repayment of payments made under an Award.

7.3 Funding Profile

The anticipated funding profile for the Recipients is set out in Table 4 below.

Description	£
Revenue Funding Allocation Approved FY 22/23	1,151,810

Note: *Funding utilisation and project progress must be demonstrated and approved at the end of each quarter for a payment in arrears to be authorised.*

7.4 Funding Breakdown FY 2022/23

	Q1 (£)	Q2 (£)	Q3 (£)	Q4 (£)
	April - June	July - Sept	Oct - Dec	Jan - March
Resource (External) – Professional Consultancy Services	0	0	75,550	75,550
Resource (Internal) – Programme and / or Project Management	0	93,966	113,782	113,782
Digital Social Care Records		21,000	313,700	163,630
Sensor Based Falls Prevention	0	0	109,975	70,875
Future Care Technology Pilots				
<i>Additional Line 1 (Please detail expenditure)</i>				
<i>Additional Line 2 (Please detail expenditure)</i>				
<i>Additional Line 3 (Please detail expenditure)</i>				
Quarterly funding amount requested		114,966	613,007	423,837
TOTAL FUNDING AMOUNT (cumulative each quarter – must add up to annual allocation)		114,966	727,973	1,151,810

8. Annex B - FY 22/23 (Year 1) Implementation Plan

Insert Year 1 Implementation Plan here.

Item	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
KIRKLEES										
Set out partnership arrangements and contract performance details between LA and Kirklees Care Association										
Commence digital support team recruitment										
Provider engagement										
DSCR and Falls Tech grant application process and governance development										
Develop benefits and other performance trackers										
Digital skills support sessions										
DSCR and Falls Tech Grant application active										
Procurement framework support activity										
Year two plan and financials developed										
Performance and benefit reporting										

Item	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
WAKEFIELD										
Recruitment of roles										
Engage with providers										
Undertake baseline assessment										
Develop project plan										
Collate and evaluate findings from the baseline assessment										
Develop detailed plan based on the outcome of the baseline assessment										
Develop pilot digital training programme for providers										
Agree providers for Year 1 adoption										
Commence work with providers on adoption of DSCR										
Commence work with providers on adoption of falls prevention/acoustic monitoring										
Pilot of digital training for providers										
Agree providers for Year 2 adoption										
Review pilot of digital training and agree next steps										
Confirm funding arrangements for Year 2										
Draft end of year report										

Item	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
LEEDS										
Overarching project plan with milestones developed										
Commence digital support team recruitment										
Digital support team in place										
Re-engage with providers that expressed interest in access digital system support										
Develop grant process										
Develop benefits and other performance trackers										
Provider engagement campaign commences										
Digital skills sessions and support commences										
Open grant funding applications and process for DSCR										
First specification to framework										
Programme review one										
First provider goes live with DSCR										
Year 2 plan and financials developed										
Year 2 plan and funding confirmed										
Year 1 reporting, benefits and lessons learned published										

Item	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
BRADFORD										
Develop a task and finish group for key stakeholders										
Engage with stakeholders										
Understand outcomes, review previous data and develop survey										
Send out survey to registered providers										
Analyse survey results										
Write up report										
Select cohort of providers for DSCR/falls prevention										
Commence implementation of DSCR/falls prevention										
Review progress and develop Year 2 plan										
Submit year end report										

Item	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
CALDERDALE – indicative until confirmed with the Place										
Recruitment of roles										
Engage with providers										
Undertake baseline assessment										
Develop project plan										
Collate and evaluate findings from the baseline assessment										
Develop detailed plan based on the outcome of the baseline assessment										
Develop pilot digital training programme for providers										
Agree providers for Year 1 adoption										
Commence work with providers on adoption of DSCR										
Commence work with providers on adoption of falls prevention/acoustic monitoring										
Pilot of digital training for providers										
Agree providers for Year 2 adoption										
Review pilot of digital training and agree next steps										
Confirm funding arrangements for Year 2										
Draft end of year report										

9. Annex C – DiSC Financial Host(s) Details

In the case of multiple organisations hosting funding on behalf of the Locality, organisation details must be provided in full for each one to ensure timely funding transfer.

9.1 Organisation Details

Organisation Code	QWO
Organisation Name	West Yorkshire Health and Care Partnership
Address	White Rose House, West Parade, Wakefield
County	West Yorkshire
Post Code	WF1 1LT
Website	https://www.wypartnership.co.uk/
Director of Finance	Jonathan Webb
Telephone Number	01924 317546
Email	Jonathanwebb@nhs.net

10. Annex D – Key Roles Recommended to be Resourced

Please note the same named contact can be provided for a number of key roles to align with local governance structures.

Name	Job Title	Area of Responsibility
James Thomas	SRO for Digital	Senior Responsible Owner (SRO)
Dawn Greaves	WY Digital Programme Manager	Programme Director / Programme Manager
Jonathan Webb	Director of Finance	Finance Director (Funding Recipient)
Nicola Ball		Finance Lead (Funding Recipient)
N/A		Social Care Lead
N/A		Local Government Lead
Dawn Greaves	WY Digital Programme Manager	Assurance & Reporting Lead

11. Annex E – Definitions, Interpretations and Glossary

In this Agreement the following terms and abbreviations shall have the following meanings unless the context requires otherwise.

- As used in this Funding Agreement:
- the terms and expressions set out in this Agreement shall have the meanings ascribed herein.
- the masculine includes the feminine and the neuter
- the singular includes the plural and vice versa.
- the words “include”, “includes”, “including” “for example”, “in particular” and words of similar effect are to be construed as if they were immediately followed by the words “without limitation”.

A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

Headings are included in this Funding Agreement for ease of reference only and shall not affect the interpretation or construction of this Funding Agreement. Definitions are as set out in the table below.

Term	Definition
Affected Party	The Party or Parties adversely affected by a Force Majeure Event
Annual Spend Report	The report to be produced by the Funding Recipient in accordance with this Agreement using the template provided
Application	The formal application submitted by the Locality in relation to the programme/project
Assured Supplier	A supplier that has been assured by the NHS Transformation Directorate as meeting the minimum capabilities and standards for a specific type of care technology.
Authority	NHS England acting on behalf of the Secretary of State for Health
Award	The aggregate of the payments to be paid to the Funding Recipient and made available to the Locality as detailed in accordance with this Agreement
Award Period	The period from the Commencement Date to the End of the Award in accordance with this Agreement

Bribery Act	The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation
Business Capability	A set of business processes or functions that are building blocks implemented in an organisation and essential to developing business architecture. It enables infrastructure, business processes and/or functions.
Commencement Date	The date of signature of this Funding Agreement and start date for the programme/project funding
Date of Acquisition	The date a change of control occurs in the event a Provider is acquired by an external third party.
Digital Maturity Assessment (DMA)	The Digital Maturity Assessment measures the extent to which healthcare services in England are supported by the effective use of digital technology
Default	Any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or Subcontractors in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other
Department of Health and Social Care (DHSC)	The Department of Health and Social Care (DHSC) is a department of the United Kingdom government for government policy for health and social care matters for the National Health Services (NHS) in England
Dispute	<p>Any issue, difference or question of interpretation arising out of this Agreement which has or is likely to have a negative or adverse impact on one or both Parties' ability to deliver the services, products and outcomes of this Agreement. A Dispute may occur with, but is not limited to:</p> <ul style="list-style-type: none"> Disagreement over scope Disagreement over metrics and their interpretation Disagreement over utilisation of resources, including funding Lack of clarity on allocation of risks One party breaking the predefined rules Lack of clarity on acceptance criteria/benefits

	<p>Lack of clarity on who is responsible for what</p> <p>Interpersonal differences and attitudes</p> <p>Ethical dilemmas between allocated tasks and individual values</p> <p>The balance of 'business as usual' and project work.</p>
End of the Award	The date the Funding Award and funding for the programme/project ceases
Financial Planning Template	Total projected programme/project costing details to be provided by the Funding Recipient at commencement of the Funding Agreement. Details will include those for external funding as well as sources of internal/match funding
Fixed Requirements	A set of requirements that are expected to be delivered to achieve Locality status
Force Majeure Event	Any event or cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government (excluding DH), local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute involving employees of the respective Party
Funding Agreement	This document
Funding Recipient	The Accountable Organisation for receipt of the funding award
Highlight Report	The report to be produced by the Locality in accordance with clause 7.1 of this Agreement using the template provided.
Integrated Care System	Where STPs have evolved and formed a partnership to form an integrated care system, a new type of even closer collaboration. In an integrated care system, NHS organisations, in partnership with local councils and others, take collective responsibility for managing resources, delivering NHS standards, and improving the health of the population they serve.
Intellectual Property Rights (IPR)	All patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the

	confidentiality of information (including the Know How and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply for and be granted) and all renewals or extensions and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and rights to bring any proceedings in relation to all of the foregoing rights
Interoperability Toolkit	A set of common specifications, frameworks and implementation guides to support interoperability within local organisations and across local health and social care communities
Know How	Information, data, reports, documents, procedures, forecasts, technology, know how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale
Knowledge Base	A repository of information on technology, part of NHS England's "Community of Practice", accessible to the NHS via the Internet
Local Digital Roadmap (LDR)	Document setting out how an organisation will achieve the ambition of 'paper-free at the point of care' by 2020
Local Digital Roadmap (LDR) Footprint	The geographic area covered by an LDR including all the health and social care organisations within the area
Locality	The partner who submitted the Application (being the Locality) will be held accountable for the obligations set out in this Agreement. The Application may have been submitted by the Locality on behalf of a consortium of local health providers
NHS Digital	Formerly known as the Health and Social Care Information Centre. The national provider of information, data and IT systems for commissioners, analysts and clinicians in health and social care
NHS England (NHSE)	The National Health Service Commissioning Board established under the NHS Act 2006 as amended by the Health and Social Care Act 2012
NHS Improvement (NHSI)	Support foundation trusts and NHS trusts to give patients consistently safe, high quality, compassionate care within local health systems that are financially sustainable
Party	The parties to this Agreement, and 'Parties' shall be construed accordingly

Programme/Project	The programme/project described in this Agreement
Programme/Project Outcomes	The outcomes agreed between the Authority and the Locality in relation to delivery of the programme/project, as set out in Section 7 of this Agreement
Provider Digitisation	The terms and objectives used to describe the National Information Board (NIB) sponsored programme for Provider Digitisation to support achievement of the Paperless 2020 Agenda
Public Procurement Regulations	Means the Public Contracts Regulations 2006 (as amended) or any other equivalent or successor legislation
Open APIs	The term API stands for Application Programming Interface) means the sets of technologies that enable information systems to interact with each other
Open Source	Open Source Software (OSS), often referred to as just 'open source', or Free / Libre Open Source Software (FOSS or FLOSS), is computer software for which the human readable source code and various other rights are made available in the public domain under the terms of a licence that meets the Open Source Definition (OSD), the custodian of which is the Open Source Initiative (OSI) (www.opensource.org/about)
Provider	Means an NHS Trust or Foundation Trust
Prohibited Act	<p>(a) offering, giving or agreeing to give to any representative of the Authority any gift or consideration of any kind as an inducement or reward for:</p> <p>(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Authority; or</p> <p>(ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Authority.</p> <p>(b) entering into this Agreement or any other contract with the Authority where a commission has been paid or has been agreed to be paid by the Funding Recipient and/or Locality or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority.</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act.</p>

	<p>(ii) under legislation creating offences in respect of fraudulent acts.</p> <p>(iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Authority; or</p> <p>(iv) defrauding or attempting to defraud or conspiring to defraud the Authority</p>
Revenue Funding	Funding for business activities and operations
Senior Responsible Officer (SRO)	The Senior Responsible Officer is responsible for the management of the Agreement and related governance issues of their organisation/partnership; and, for ensuring that a programme/project meets with its obligations and commitments as detailed in this Agreement
Shared Care Record (ShCR)	The term given to an information sharing environment that enables authorised health and care professionals, together with patients and carers, have safe, secure and controlled access to a longitudinal record of an individual's encounters across the health and care system.
Statement of Planned Benefits (SOPB)	The total benefits (expressed in £) that are expected to be realised over the term of this Agreement. It is the responsibility of the Local SRO to be accountable for the realisation of benefits in line with the SORP as defined in the Agreement
Sustainability and Transformation Partnerships (STPs)	The NHS and local councils have come together in 44 areas covering all of England to develop proposals and make improvements to health and care. These proposals called Sustainability and Transformation Plans (STPs) are placed-based and built around the needs of the local population.
Technical Capabilities	A set of core functions aligned, and essential, to developing business architecture and shared infrastructure that need to be implemented in order to achieve Locality status.
Working Day	Any day other than a Saturday, Sunday or public holiday or bank holiday in England