

ROTHERHAM INTEGRATED CARE PARTNERSHIP AGREEMENT



Rotherham Doncaster and
South Humber
NHS Foundation Trust

The Rotherham
NHS Foundation Trust



Rotherham
Metropolitan
Borough Council

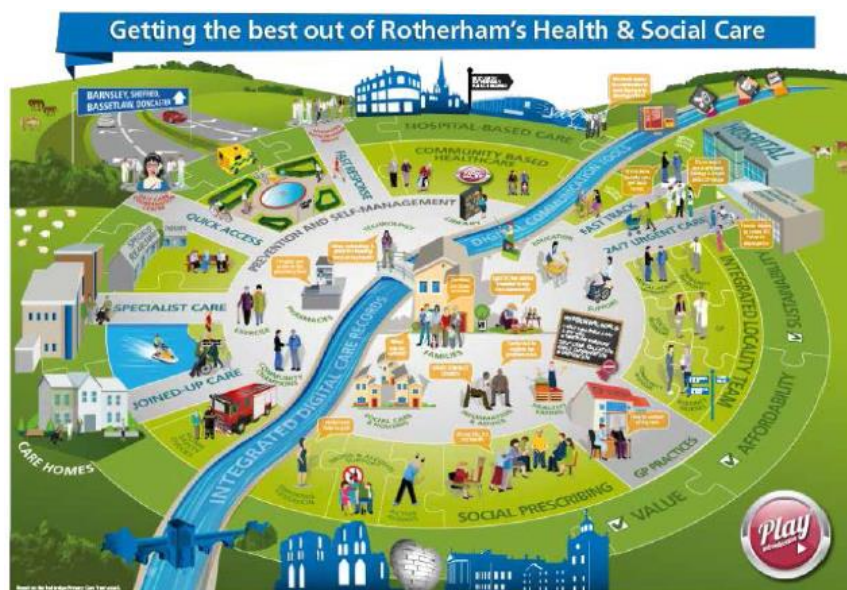
NHS
Rotherham
Clinical Commissioning Group



5th September 2018

1. NHS ROTHERHAM CLINICAL COMMISSIONING GROUP
2. CONNECT HEALTHCARE ROTHERHAM CIC
3. ROTHERHAM METROPOLITAN BOROUGH COUNCIL
4. ROTHERHAM DONCASTER AND SOUTH HUMBER NHS FOUNDATION TRUST
4. THE ROTHERHAM NHS FOUNDATION TRUST
5. VOLUNTARY ACTION ROTHERHAM LIMITED

**OVERARCHING INTEGRATED CARE PARTNERSHIP AGREEMENT FOR THE
TRANSFORMATION AND BETTER INTEGRATION OF HEALTH, CARE, SUPPORT AND
COMMUNITY SERVICES FOR THE POPULATION OF ROTHERHAM**



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ROTHERHAM INTEGRATED CARE PARTNERSHIP AGREEMENT

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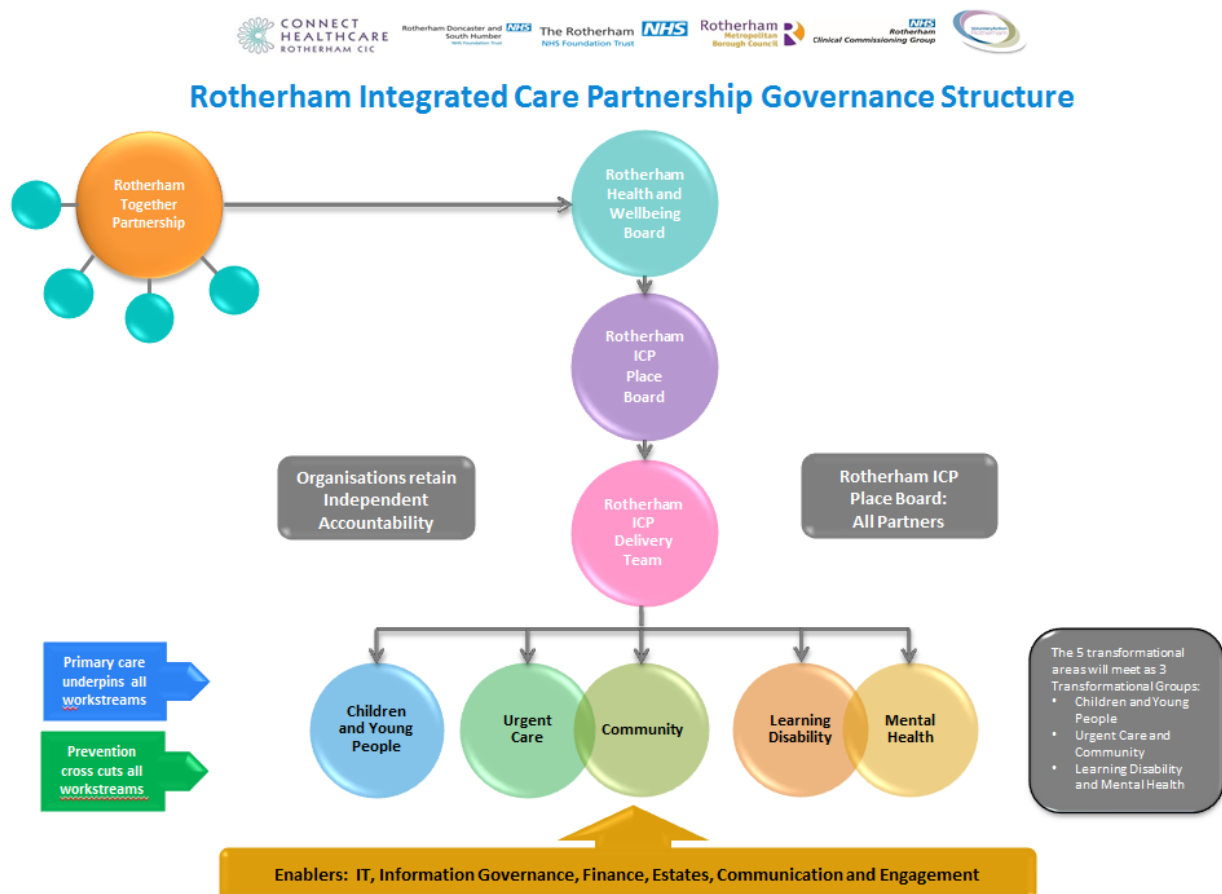
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ROTHERHAM INTEGRATED CARE PARTNERSHIP AGREEMENT

Overarching Note – Rotherham Integrated Care Partnership Agreement for the transformation and better integration of Health, Care, Support and Community Services

This Agreement is based on a Memorandum of Understanding (MoU) approach to provide an overarching arrangement which governs the development of integrated multi-party solutions for health, care and support across the geographical area of Rotherham. The format is designed to work alongside the NHS Standard Contract (commonly the Contract) and arrangements for the delivery of non-NHS care, support, and community services via the Council. The overarching arrangements detailed in this Agreement are illustrated in the diagram below.

This Agreement is not intended to be legally binding save for specific elements such as confidentiality or intellectual property. Some areas of drafting will not be relevant for the current non-legally binding approach and will need significant development around the nature and function of the system approach over time, including the payment mechanism and any risk sharing / outcomes performance regime. Where these areas are developed further over time, the Parties will need to consider moving to a (fully) legally-binding agreement.



ROTHERHAM INTEGRATED CARE PARTNERSHIP AGREEMENT

5th September 2018

This Integrated Care Partnership Agreement (the **Agreement**) is made between:

1. **NHS ROTHERHAM CLINICAL COMMISSIONING GROUP** of Oak House, Bramley, Rotherham S66 1YY (the **"CCG"**);
2. **CONNECT HEALTHCARE ROTHERHAM CIC** (Company number 10648960) whose registered office is Clifton Medical Centre, Doncaster Gate, Rotherham, S65 1DA (**"Connect"**);
3. **ROTHERHAM METROPOLITAN BOROUGH COUNCIL** of Riverside House, Main Street, Rotherham S60 1AE (the **"Council"**);
4. **ROTHERHAM DONCASTER AND SOUTH HUMBER NHS FOUNDATION TRUST** of Woodfield House, Tickhill Road Site, Weston Rd, Doncaster DN4 8QN (**"RDASH"**);
5. **THE ROTHERHAM NHS FOUNDATION TRUST** of Rotherham Hospital, Moorgate Road, Rotherham S60 2UD (**"TRFT"**); and
6. **VOLUNTARY ACTION ROTHERHAM LIMITED** a registered charity (Registered Charity Number 1075995) and a company limited by guarantee (Registered Company number 02222190) whose registered office is The Spectrum, Coke Hill, Rotherham S60 2HX (**"VAR"**),

together referred to in this Agreement as the **"Parties"**.

The CCG and the Council (where acting as a commissioner of services) are together referred to in this Agreement as the **"Commissioners"**.

Connect, TRFT, RDASH, VAR and the Council (where acting as a provider of services) are together referred to in this Agreement as the **"Providers"**.

BACKGROUND

- a) The Five Year Forward View set out a clear goal that "the NHS will take decisive steps to break down the barriers in how care is provided between family doctors and hospitals, between physical and mental health, between health and social care".
- b) Rotherham's Integrated Health & Social Care Place Plan (the **"Place Plan"**) detailed the Parties' joined up approach to delivering five key initiatives that will help achieve the Health and Wellbeing Strategic Aims.
- c) In entering into and performing their obligations under this Agreement, the Parties are working towards the implementation of an integrated care partnership. This Agreement sets out the values, principles and shared ambition of the Parties in supporting work towards the transformation and better integration of health, care, support, and community services for the people who live in Rotherham.
- d) Through the development of the Integrated Care Partnership the Parties are looking to see a rapid impact and potential benefit for patients in the population covered by the Commissioners through the collaborative working approach between them.
- e) The Commissioners are the statutory bodies responsible for planning, organising and buying social care, NHS-funded healthcare, support and community services for people

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who live in Rotherham.

- f) The Parties acknowledge that the Council has a dual role within the Rotherham health and care system as both a commissioner of social care services but also as a provider of social care services either through direct delivery or through various contracts. In its role as commissioner of social care services the Council shall act in conjunction with the CCG and in its role as a provider of social care services the Council shall work in conjunction with the other Providers. The Council recognises the need to ensure and will ensure that any potential conflicts of interest arising from its dual role are appropriately identified to the other Parties and managed.
- g) The Providers together are providers of social care, NHS funded healthcare services, community and support services to the population of Rotherham.
- h) The intention is that the Parties will evolve these Integrated Care Partnership (“ICP”) arrangements over time. This Agreement sets out the agreed principles for Rotherham place wide conversations and planning for the health and care system whilst the Providers will also look to collaborate (through an organisational form/contract to be agreed between them) to improve the ICP Outcomes and remove duplication.
- i) This Agreement is an overarching agreement setting out how the Parties will work together in a collaborative and integrated way for the delivery of the Services from April 2018 to achieve the objectives set out in the Place Plan in accordance with the ICP Principles. As the arrangements develop, the Parties will consider whether further, legally binding, arrangements including section 75 agreements (between the Commissioners) or contracts for integrated service delivery are required to implement the Place Plan.
- j) This Agreement is intended to work alongside:
 - a. the Place Plan;
 - b. the Contracts between the CCG and the Providers and between the Council and the Providers for the delivery of the Services; and
 - c. the Section 75 Agreement between the Commissioners under which they commission the services listed in the schedules to that agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.2 In this Agreement, 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 a “Provider”, the “Council”, the “CCG” or the “Commissioner” includes its personal representatives, successors or permitted assigns;

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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; and

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.

2. STATUS AND PURPOSE OF THIS AGREEMENT

2.1 The Parties have agreed to work together to form an Integrated Care Partnership in order to develop an improved financial, governance and contractual framework for delivering integrated health, support, and community care for the Rotherham population (covered by the CCG and the Council) and to deliver the Place Plan.

2.2 This Agreement sets out the key terms that the Parties have agreed.

2.3 Notwithstanding the good faith consideration that each Party has afforded the terms set out in this Agreement, the Parties agree that save as provided in Clause 2.4 below this Agreement shall not be legally binding. The Parties each enter into this Agreement intending to honour all of their respective obligations.

2.4 Clauses 9 (*Transparency*), 16 (*Liability*), 18 (*Confidentiality and FOIA*), 19 (*Intellectual Property*), 20.4 (*Counterparts*) and 20.5 (*Governing Law and Jurisdiction*) shall come into force from the date hereof and shall give rise to legally binding commitments between the Providers.

2.5 Each of the Providers has one or more individual Contracts (or where appropriate combined Contracts) with the CCG or Council. This Agreement will work alongside these Contracts and any Section 75 Agreement between the CCG and the Council.

2.6 The Parties will work together in a collaborative and integrated way on a Best for Rotherham basis and the Contracts set out how the Providers provide Services to the Population. This Agreement is not intended to conflict with or take precedence over the terms of the Contracts unless expressly agreed by the Parties in writing.

3. ACTIONS TO BE TAKEN ON OR POST THE COMMENCEMENT DATE

Each of the Parties acknowledges and confirms that as at the date of this Agreement it has obtained all necessary authorisations to enter into this Agreement.

4. DURATION

4.1 This Agreement shall commence on the Commencement Date and will continue for the Initial Term, unless and until terminated in accordance with its terms.

4.2 At the expiry of the Initial Term this Agreement will expire automatically without notice unless, no later than six (6) months before the end of the Initial Term, the Parties agree

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in writing that the term of the Agreement will be extended for a further term to be agreed between the Parties (the “**Extended Term**”).

SECTION A: PLACE PLAN OBJECTIVES AND PRINCIPLES

5. THE PLACE PLAN OBJECTIVES

- 5.1 The Place Plan agreed by the Parties is intended to deliver sustainable, effective, and efficient health and care, support, and community services with significant improvements underpinned by collaborative working. The Parties have agreed to work together in order to achieve the objectives set out in the Place Plan.
- 5.2 The Parties acknowledge that they will have to make decisions together in order for the ICP to work effectively. The Parties agree that they will always look to work together and make decisions on a Best for Rotherham basis in order to achieve the objectives in the Place Plan, save for the Reserved Matters listed at Clause 8.2.

6. THE ICP PRINCIPLES

- 6.1 The ICP Principles underpin the delivery of the Parties’ obligations under this Agreement and set out key factors for a successful relationship between the Parties. The Parties acknowledge and confirm that the successful delivery of the Place Plan will depend on the Providers' ability to effectively co-ordinate and combine their expertise and resources in order to deliver an integrated approach to the provision of the Services in conjunction with the Commissioners.
- 6.2 The principles referred to in Clause 6.1 are that the Parties will work together in good faith and, unless the provisions in this Agreement state otherwise, the Parties will:
 - 6.2.1 focus on people and places through the integration of health and social care services, pulling pathways together around people’s homes and localities; adopt a way of working which promotes continuous engagement with, and involvement of, local people to inform this;
 - 6.2.2 actively encourage prevention, self-management, and early intervention to promote independence and support recovery, and be fair to ensure that all Rotherham people can have timely access to the support they require to retain independence;
 - 6.2.3 design pathways in collaboration to reduce duplication and make our current and future services work better, and to reduce health inequalities in Rotherham providing a person-centred approach;
 - 6.2.4 be innovative, using international evidence and proven best practice to shape our pathways to achieve the best outcomes for people in Rotherham in the most cost-effective way;

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- 6.2.5 strive for the best quality services based on the outcomes we want within the resource available;
- 6.2.6 be financially sustainable and this must be secured through our plans and pathway reform; and
- 6.2.7 align relevant health and social care budgets together so we can buy health, care, and support services once for a place in a joined up way,
(together these are the “**ICP Principles**”).

7. PROBLEM RESOLUTION AND ESCALATION

- 7.1 The Parties agree to adopt a systematic approach to problem resolution which recognises the objectives in the Place Plan and the ICP Principles.
- 7.2 If a problem, issue, concern or complaint comes to the attention of a Party which relates to the Place Plan or the ICP Principles or any matter within the scope of this Agreement and is appropriate for resolution between the Commissioners and the Providers such Party shall notify the other Parties and the Parties each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion and/or negotiation within 20 Operational Days of such matter being notified.
- 7.3 Any Dispute arising between the Parties which is not resolved under Clause 7.2 above will be resolved in accordance with Schedule 3 (*Dispute Resolution Procedure*).
- 7.4 If any Party receives any formal enquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the FOIA in relation to the Services) the receiving Party will liaise with the Delivery Team as to the contents of any response before a response is issued.

SECTION B: OPERATION OF AND ROLES IN THE ICP

8. RESERVED MATTERS

- 8.1 The Parties acknowledge that each of the CCG and the Council is required to comply with certain statutory duties as statutory commissioners and will be required to act in accordance with their statutory duties in relation to certain matters. Consequently, the CCG and Council reserve the matters set out in Clause 8.2 for their respective determination as they see fit in accordance with Clauses 8.3 and 8.4.
- 8.2 The CCG and Council shall respectively be free to determine the following Reserved Matters:
 - 8.2.1 making any decision or action where necessary to ensure compliance with their respective statutory duties, including the powers and responsibilities conferred on the CCG and Council respectively by Law, its constitution or the Section 75 Agreement; or

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8.2.2 any matter upon which the CCG or Council may be required to submit to public consultation or in relation to which the CCG or Council may be required to respond to or liaise with a Local Healthwatch organisation.

8.3 The Parties agree that:

8.3.1 the Reserved Matters are limited to the express terms of Clause 8.2; and

8.3.2 the Place Board may not make a final recommendation on any of the matters set out in Clause 8.2, which are reserved for determination by the CCG or Council respectively.

8.4 Where determining a Reserved Matter, subject to any need for urgency because to act otherwise would result in the CCG or Council breaching their statutory obligations, the CCG or Council will first look to consult with the Place Board in respect of their proposed determination of a Reserved Matter in line with the objectives of the Place Plan and the ICP Principles.

9. TRANSPARENCY

9.1 The Parties will provide to each other all information that is reasonably required in order to achieve the objectives in the Place Plan.

9.2 The Parties have responsibilities to comply with Law (including Competition Law). The Parties will make sure that they share information, and in particular Competition Sensitive Information, in such a way that is compliant with Competition Law and, accordingly, the Place Board will ensure that the exchange of Competition Sensitive Information will be restricted to circumstances where:

9.2.1 it is essential;

9.2.2 it is not exchanged more widely than necessary;

9.2.3 it is subject to suitable non-disclosure or confidentiality agreements which include a requirement for the recipient to destroy or return it on request or on termination or expiry of this Agreement; and

9.2.4 it may not be used other than to achieve the aims of this Agreement or the Place Plan in accordance with the ICP Principles.

9.3 Subject to compliance with Clause 9.1 above, the Parties will ensure that they provide the Place Board and Delivery Team with all financial cost resourcing, activity or other information as may be reasonably required so that the Place Board and Delivery Team can be satisfied that the Place Plan objectives are being satisfied.

9.4 The Commissioners will make sure that the Place Board and Delivery Team establish appropriate information barriers between and within the Providers so as to ensure that Competition Sensitive Information and Confidential Information are only available to

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those Providers who need to see it to achieve the Place Plan and for no other purpose whatsoever so that the Parties do not breach Competition Law.

- 9.5 It is accepted by the Parties that the involvement of the Providers in the Place Board and Delivery Team is likely to give rise to situations where information will be generated and made available to the Providers, which could give the Providers an unfair advantage in competitions or which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one Provider with a commercial advantage over a separate Provider). Any Provider will have the opportunity to demonstrate to the reasonable satisfaction of the CCG and the Council (where acting as a commissioner) in relation to any competitive procurements that the information it has acquired as a result of its participation in the ICP, other than as a result of a breach of this Agreement, does not preclude the CCG and the Council (where acting as a commissioner) from running a fair competitive procurement in accordance with their legal obligations.
- 9.6 Notwithstanding Clause 9.5 above, the Commissioners may take such measures as they consider necessary in relation to such competitive procurements in order to comply with their obligations under Law (for example, the Public Contracts Regulations 2015 and the National Health Service (Procurement, Patient Choice and Competition) (No 2) Regulations 2013) including excluding any potential bidder from the competitive procurement in accordance with the Law governing that competitive procurement.

10. OBLIGATIONS AND ROLES OF THE PARTIES

CCGs and Council (acting as a commissioner) obligations and role

- 10.1 The Commissioners will:
- 10.1.1 help to establish an environment that encourages collaboration between the Providers in order to better achieve the Place Plan where permissible;
 - 10.1.2 provide clear system leadership to the Providers, clearly articulating desired health, care and support outcomes for the Providers, performance standards, scope of services and technical requirements;
 - 10.1.3 support the Providers in developing links to other relevant services;
 - 10.1.4 comply with all of their statutory duties; and
 - 10.1.5 seek to commission the Services in an integrated, effective and streamlined way to meet the Place Plan objectives.

Providers' obligations and role

- 10.2 The Providers will:

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- 10.2.1 act collaboratively with each other in accordance with the Law and Good Practice to ensure more integrated and effective performance of the Services, having at all times regard to the welfare of the Population;
 - 10.2.2 co-operate fully and liaise appropriately with each other in order to ensure a co-ordinated approach to promoting the quality of patient care across the Services so as to achieve continuity in the provision of the Services that avoids inconvenience to, or risk to the health and safety of, the Population, employees of the Providers or members of the public; and
 - 10.2.3 through high performance, unlock and generate enhanced innovation and better outcomes and value for the Population in line with the Place Plan.
- 10.3 Each Provider acknowledges and confirms that:
- 10.3.1 it remains responsible for performing its own obligations and functions for delivery of the Services to the CCG and/or the Council in accordance with its Contracts; and
 - 10.3.2 it will be separately and solely liable to the CCG or the Council (as applicable) for the provision of the elements of the Services under its own Contracts.
- 10.4 The Providers will each look to:
- 10.4.1 act in good faith in the best interests of the Population; and
 - 10.4.2 take responsibility for and manage their respective risks where they are performing the Services.

SECTION C: GOVERNANCE ARRANGEMENTS

11. INTEGRATED CARE PARTNERSHIP GOVERNANCE

- 11.1 The Parties must communicate with each other in a clear, direct, and timely manner. The governance structure for the ICP will consist of:
- 11.1.1 the Health and Wellbeing Board for Rotherham;
 - 11.1.2 the Place Board; and
 - 11.1.3 the Delivery Team.
- 11.2 The Place Board is the group responsible for directing and leading the ICP, reporting to the Health and Wellbeing Board for Rotherham progress against the Place Plan as well as liaising where appropriate with:
- 11.2.1 national stakeholders (including NHS England and NHS Improvement) to communicate the views of the ICP on national matters relating to integrated care.

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- 11.3 The Place Board will act in accordance with the Terms of Reference set out in Schedule 2 (Governance) Part 1 (Place Board) and must:
- 11.3.1 promote and encourage commitment to the Place Plan and ICP Principles amongst all the Parties;
 - 11.3.2 formulate, agree and implement strategies for implementing the Place Plan;
 - 11.3.3 ensure alignment of all organisations to facilitate sustainable and better care which is able to meet the needs of the Population;
 - 11.3.4 review performance of the Parties against the Place Plan and the ICP Outcomes and determine strategies to improve performance or rectify poor performance;
 - 11.3.5 agree policy as required, including values to be adopted and annual and short-term performance outcomes/targets;
 - 11.3.6 report on progress against the Place Plan to the Health and Wellbeing Board as required;
 - 11.3.7 provide a forum for parties to resolve disagreement relating to the Place Plan;
 - 11.3.8 oversee the implementation of this Agreement and all related Contracts in terms of delivering the Place Plan in line with the ICP Principles; and
 - 11.3.9 in undertaking its role, consider recommendations from the Delivery Team in respect of the operation of the ICP and the delivery of the Services.
- 11.4 The Delivery Team is the group responsible for managing the collaborative operation of the Parties and the delivery of the Place Plan. The Delivery Team will act in accordance with its Terms of Reference set out in Schedule 2 (*Governance*) Part 2 (*Delivery Team*) and must:
- 11.4.1 make recommendations to the Place Board for its approval or rejection as to how the Services should be delivered in a more integrated and Best for Rotherham way so as to deliver the Place Plan (subject always to the terms of the Contracts and the consent of the CCG and Council); and
 - 11.4.2 provide clinical and professional leadership with regard to the Services.
- 11.5 The Parties will communicate with each other clearly, directly and in a timely manner to ensure that the Parties (and their representatives) present at the Place Board and Delivery Team are able to make effective and timely decisions for each respective Party under this Agreement.
- 11.6 Each Party must ensure that its appointed members of the Place Board and Delivery Teams (or their appointed deputies/alternatives) attend all of the meetings of the Place Board and the Delivery Team respectively and participate fully and exercise their rights

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on a Best for Rotherham basis and in accordance with Clause 5 (*Place Plan Objectives*) and Clause 6 (*ICP Principles*).

12. CONFLICTS OF INTEREST

12.1 The Parties will:

12.1.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Agreement or the performance of the Services or operation of the Place Board or Delivery Team, immediately upon becoming aware of the conflict of interest whether that conflict concerns the Party or any person employed or retained by them for or in connection with the performance of the Services;

12.1.2 not allow themselves to be placed in a position of conflict of interest in regard to any of their rights or obligations under this Agreement (without the prior consent of the other Parties) before they participate in any decision in respect of that matter; and

12.1.3 use best endeavours to ensure that their Place Board and Delivery Team representatives comply with the requirements of this Clause 12 when acting in connection with this Agreement or the performance of the Services.

SECTION D: FINANCIAL PLANNING

13. PAYMENTS

The Parties will continue to be paid in accordance with the mechanism set out in the Contracts in respect of Services they deliver. To avoid doubt, the Parties have not agreed to share risk or reward in financial year 2018-19 and any future introduction of this will require additional legally binding provisions between the relevant Parties.

SECTION E: GENERAL PROVISIONS

14. EXCLUSION AND TERMINATION

14.1 Parties may be excluded from this Agreement on notice from the Commissioners in the event of:

14.1.1 the termination of their Contract;

14.1.2 an event of Insolvency affecting them.

14.2 A Party may withdraw from this Agreement by giving not less than 3 months' written notice to each of the other Parties representatives on the Place Board.

14.3 A Party may be excluded from this Agreement on written notice from all of the remaining Parties in the event of a material or persistent breach of the terms of this Agreement by the relevant Party which has not been rectified within 30 days of notification issued by the remaining Parties or which is no reasonably capable of

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remedy. In such circumstances this Agreement shall be partially terminated in respect of the excluded Party.

14.4 The Place Board may resolve to terminate this Agreement in whole where:

14.4.1 a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure; or

14.4.2 where the Parties agree for this Agreement to be replaced by a formal legally binding agreement between them.

14.5 Where a Party is excluded from this Agreement, or withdraws from it, the Parties recognise that the associated Contract may be terminated and/or varied to reflect how the impacted Services are to be delivered. In addition to any specific obligations under the relevant Contract and to ensure a smooth transfer of Services the Parties agree to work together in good faith to agree the necessary changes so that the Services continue to be provided for the benefit of the Population. The excluded Party shall procure that all data and other material belonging to any other Party shall be delivered back to the relevant Party or deleted or destroyed (as instructed by the relevant Party) as soon as reasonably practicable.

15. INTRODUCING NEW PROVIDERS

Additional parties may become parties to this Agreement on such terms as the Parties will jointly agree in writing, acting at all times on a Best for Rotherham basis. Any new Party will be required to agree to the terms of this Agreement (including the legally binding elements) before admission.

16. LIABILITY

The Parties' respective responsibilities and liabilities in the event that things go wrong with the Services will be allocated under their respective Contracts and not this Agreement.

17. VARIATION

Any amendment to this Agreement will not be binding unless set out in writing and signed by or on behalf of each of the Parties.

18. CONFIDENTIALITY AND FOIA

18.1 Each Party shall keep in strict confidence all Confidential Information it receives from another Party except to the extent that such Confidential Information is required by Law to be disclosed or is already in the public domain or comes into the public domain otherwise than through an unauthorised disclosure by a Party. Each Party shall use Confidential Information received from another Party solely for the purpose of delivering the Services and complying with its obligations under this Agreement and for no other purpose.

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- 18.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Party or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights which a Party may have in respect of such Confidential Information.
- 18.3 The Parties agree to procure, as far as is reasonably practicable, that the terms of this Clause 18 (*Confidentiality and FOIA*) are observed by any of their respective successors, assigns, or transferees of respective businesses or interests or any part thereof as if they had been party to this Agreement.
- 18.4 Nothing in this Clause 18 (*Confidentiality and FOIA*) will affect any of the Parties' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.
- 18.5 The Parties acknowledge that some of them are subject to the requirements of FOIA and will facilitate their compliance with its information disclosure requirements, including the submission of requests for information and handling any such requests in a prompt manner and so as to ensure that any Party which is subject to FOIA is able to comply with their statutory obligations.

19. INTELLECTUAL PROPERTY

- 19.1 In order to deliver the Place Plan in accordance with the ICP Principles each Party grants each of the other Parties a fully paid up, non-exclusive licence to use its existing Intellectual Property insofar as is reasonably required for the sole purpose of the fulfilment of that Party's obligations for the Services under this Agreement.
- 19.2 If any Party creates any new Intellectual Property through the delivery of the Place Plan and the Services between the Parties, the Party which creates the new Intellectual Property will grant to the other Parties a fully paid up, non-exclusive licence to use the new Intellectual Property for the sole purpose of the fulfilment of that Party's obligations for the Services and the Place Plan under this Agreement.

20. GENERAL

- 20.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party at its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier.
- 20.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 20.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after

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posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 20.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this Agreement.
- 20.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. The expression "counterpart" shall include any executed copy of this Agreement scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each Party has executed at least one counterpart.
- 20.5 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, English law, and where applicable, the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

21. INTEGRATED CARE SYSTEM

- 21.1 In addition the Parties (with the exception of Rotherham Metropolitan Borough Council) shall have the following obligations in relation to the South Yorkshire & Bassetlaw Integrated Care System;
- 21.2 The intention is that planning and delivery at an overarching STP (or "Integrated Care System" ("ICS")) level must be coordinated with planning and delivery at a local (Rotherham) level, as they represent different elements of the same system.
- 21.3 In entering into and performing their obligations under this Agreement, the Parties are working towards the implementation of an integrated care partnership as part of the development of the ICS for South Yorkshire and Bassetlaw
- 21.4 The Place Board, as the group responsible for directing and leading the ICP reporting to the Health and Wellbeing Board for Rotherham on progress against the Place Plan, will also liaise, where appropriate, with the South Yorkshire and Bassetlaw ICS to communicate the views of the ICP on ICS level matters;

ROTHERHAM INTEGRATED CARE PARTNERSHIP AGREEMENT

This Agreement for a Rotherham Integrated Health Care Partnership has been entered into on the date stated at the beginning of it.

Signed by CHRIS EDWARDS

for and on behalf of **NHS ROTHERHAM CLINICAL
COMMISSIONING GROUP**

.....
CHIEF OFFICER

Signed by DR GOKUL MUTHOO

for and on behalf of **CONNECT HEALTHCARE
ROTHERHAM CIC**

.....
CHAIR

Signed by KATHRYN SINGH

for and on behalf of **ROTHERHAM DONCASTER AND
SOUTH HUMBER NHS FOUNDATION TRUST**

.....
CHIEF EXECUTIVE

Signed by LOUISE BARNETT

for and on behalf of **THE ROTHERHAM NHS FOUNDATION
TRUST**

.....
CHIEF EXECUTIVE

Signed by SHARON KEMP

for and on behalf of **ROTHERHAM METROPOLITAN
BOROUGH COUNCIL**

.....
CHIEF EXECUTIVE

Signed by JANET WHEATLEY

for and on behalf of **VOLUNTARY ACTION ROTHERHAM
LIMITED**

.....
CHIEF EXECUTIVE

SCHEDULE 1

Definitions and Interpretation

1 The following words and phrases have the following meanings:

Agreement or ICP Agreement	this agreement incorporating the Schedules
Best for Rotherham	means best for the achievement of the Place Plan for the Rotherham population on the basis of the ICP Principles
Claim	means any claim, action, demand, fine or proceedings
Commencement Date	means the date entered on page one (1) of this Agreement
Competition Law	means the Competition Act 1998 and the Enterprise Act 2002, as amended by the Enterprise and Regulatory Reform Act 2013 and as applied to the healthcare sector by Monitor in accordance with the Health and Social Care Act 2012
Competition Sensitive Information	means Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the Providers and which that Provider properly considers is of such a nature that it cannot be exchanged with the other Providers without a breach or potential breach of Competition Law
Confidential Information	means the provisions of this Agreement and all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement
Contract	a contract entered into by one of the CCG or the Council and a Provider for the provision of the Services linked to the agreed Workstreams and references to a Contract include all or any one of those contracts as the context requires
Delivery Team	means the Rotherham ICP Delivery Team which oversees the work programmes made up of Provider and Commissioner representatives
Dispute	any dispute arising between two or more of the Parties in connection with this Agreement or their respective rights and obligations under it
Dispute Resolution Procedure	the procedure set out in Schedule 3 for the resolution of disputes which are not capable of resolution under Clause 7 (<i>Problem Resolution and Escalation</i>)

FOIA	means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such Act
Good Practice	Good Clinical Practice and/or Good Health and/or Social Care Practice (each as defined in the Contracts), as appropriate
Guidance	any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which a Party has a duty to have regard (whether specifically mentioned in this Agreement or not)
ICP or Integrated Care Partnership	means the Integrated Care Partnership between the Parties as set out in this Agreement
ICP Principles	means the principles set out in Clause 6.2
Initial Term	the period from and including the Commencement Date up to and including 31 March 2020
Insolvency	means (as may be applicable to each Party) a Provider taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business
Intellectual Property	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights 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
Law	<ul style="list-style-type: none"> a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; b) any enforceable EU right within the meaning of section 2(1) European Communities Act 1972; c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; d) Guidance;

	<p>e) National Standards; and</p> <p>f) any applicable code.</p>
National Standards	those standards applicable to the Parties under the Law and/or Guidance as amended from time to time
NHS Standard Contract	the current NHS Standard Contract as published by NHS England from time to time
Operational Days	a day other than a Saturday, Sunday or bank holiday in England
Place Board	the Rotherham ICP Place Board
Population	means the geographical population group of Rotherham as covered by the CCG and Council
Reserved Matters	means the matters set out in Clause 8.2
Section 75 Agreement	means the agreement entered into by the CCG and the Council under section 75 of the National Health Service Act 2006 to commission the services listed in the Schedules to that agreement
Services	the services provided, or to be provided, by each Provider to the CCG or the Council pursuant to its respective Contract as set out in the Place Plan
Workstream	the five workstreams set out in the Place Plan, being as at the Commencement Date: Children and Young People; Urgent Care; Community; Learning Disability; and Mental Health.

SCHEDULE 2

Governance

Part 1: Place Board Terms of Reference

Contact Details:	
Joint Chair	S Kemp – Chief Executive, Rotherham Metropolitan Borough Council C Edwards – Chief Officer, Rotherham Clinical Commissioning Group

Purpose:
<p>The Scope of the group:</p> <p>Rotherham Integrated Care Partnership (ICP) Place Board will focus on the delivery of the Rotherham Place Plan. Strategic direction will be signed off by the Health and Well-Being Board.</p> <p>The Rotherham ICP Place Board is the Integrated Care System Board for Rotherham. It will be the forum where all the partners across the health and social care system come together to undertake the regular planning of service delivery. It will work across boundaries to improve patient experience and clinical outcomes, by establishing partnerships and better working relationships between all health and social care organisations in the Rotherham health and social care community.</p> <p>The Role of the Rotherham ICP Place Board:</p> <ul style="list-style-type: none">• Agreement and sign off of Rotherham Health and Social Care delivery plans.• Ensure a proactive approach to establishing the health and social care needs of Rotherham citizens and to react to the changes within the health and social care agenda.• Operate cost of care effectively in the context of the Rotherham health and social care financial circumstances.• Realise cost saving opportunities through system redesign to meet the Rotherham wide efficiency challenge, ensuring impact assessments are completed where appropriate to assess any adverse impact in regard to patient safety and experience. <p>The principles the Rotherham ICP Place Delivery Team adhere to are:</p> <ol style="list-style-type: none">1. Focus on people and places through the integration of health and social care services, pulling pathways together around people's homes and localities; adopt a way of working which promotes continuous engagement with, and involvement of, local people to inform this;2. Actively encourage prevention, self-management, and early intervention to promote independence and support recovery, and be fair to ensure that all Rotherham people can have timely access to the support they require to retain independence;3. Design pathways in collaboration to reduce duplication and make our current and future services

work better, and to reduce health inequalities in Rotherham providing a person-centred approach;

4. Be innovative, using international evidence and proven best practice to shape our pathways to achieve the best outcomes for people in Rotherham in the most cost-effective way;
5. Strive for the best quality services based on the outcomes we want within the resource available;
6. Be financially sustainable and this must be secured through our plans and pathway reform; and
7. Align relevant health and social care budgets together so we can buy health, care, and support services once for a place in a joined up way.

Responsibilities:

Recommendations for funding will need to be made by the Board to the relevant statutory bodies, through individuals where responsibility is delegated by relevant statutory bodies. All recommendations from the Board will need consensus from its membership.

Members acknowledge that the Board should encompass commissioners and providers who commission or provide health and social care across Rotherham and as such recognise that the membership of the Board may need revising periodically to include additional members.

Rotherham ICP Place Board members should seek to hold each other to account for actions resulting from internal review, with member organisations sharing intelligence and pooling resources where possible, to improve system delivery against agreed key performance indicators. These arrangements do not supersede accountabilities between organisations and their respective regulators.

Chair:

Joint Chair – Chief Officer (RCCG) / Chief Executive (RMBC)

Composition of group:

Each member organisation will have one representative on the group. The Joint Chairs of the Health and Wellbeing Board will attend to ensure the delivery is consistent with the strategic direction.

NHS Rotherham CCG

Chief Officer - Chris Edwards (Joint Chair)

Rotherham Metropolitan Borough Council

Chief Executive – Sharon Kemp (Joint Chair)

The Rotherham Foundation Trust (TRFT)

Chief Executive – Louise Barnett

Voluntary Action Rotherham

Chief Executive – Janet Wheatley

Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH)

Chief Executive – Kathryn Singh

Connect Healthcare Rotherham CIC (Rotherham GP Federation)

Rotherham GP Chair - Dr Gokul Muthoo

Participating Observers:

Joint Chair, Health and Wellbeing Board, RMBC - Cllr David Roche

Joint Chair, Health and Wellbeing Board, RCCG - Dr Richard Cullen

In Attendance:

Deputy Chief Officer, RCCG – Ian Atkinson (as chair of the Rotherham ICP Place Delivery Team)

Director of Legal Services, RMBC – Dermot Pearson

Chair of Partnership Communications Group – Gordon Laidlaw

Senior Planning and Assurance Manager, RCCG – Lydia George (as Rotherham ICP Board Manager)

Deputising:

As appropriate.

Quorum:

One member from each of RCCG and RMBC, one provider representative

Accountability:

The chair of the meeting will be accountable to the Health and Wellbeing Board for delivery on the responsibilities set out in the terms of reference.

Frequency of meetings:

Monthly

Agenda deadlines:

Agenda items one week before the meeting, agenda to be circulated Friday prior to the meeting

Minutes:

Health and Wellbeing Board

Review Date:

Reviewed and agreed May 2018

Next review due April 2019

Part 2: Delivery Team Terms of Reference

Contact Details:	
Chair	Ian Atkinson – Deputy Chief Officer, Rotherham Clinical Commissioning Group Anne Marie Lubanski - Strategic Director of Adult Care & Housing, Rotherham Metropolitan Borough Council

Purpose:
<p>The Scope of the group:</p> <p>Rotherham Integrated Care Partnership (ICP) Place Delivery Team will be the operational group for the delivery of the Rotherham Place Plan, reporting to the Rotherham ICP Place Board. Strategic direction will be signed off by the Health and Well-Being Board.</p> <p>The Rotherham ICP Place Board will be the forum where all the partners across the health and social care system come together to undertake the regular planning of service delivery and the Rotherham ICP Place Delivery Team will be held to account by the Rotherham ICP Place Board. It will work across boundaries to improve patient experience and clinical outcomes, by establishing partnerships and better working relationships between all health and social care organisations in the Rotherham health and social care community.</p> <p>The Rotherham ICP Place Delivery Team will be made up of the officers accountable for the workstreams.</p> <p>The Role of the Rotherham ICP Place Delivery Team will be:</p> <ul style="list-style-type: none">• Implementation of Rotherham Health and Social Care delivery plans.• Ensure a proactive approach to establishing the health and social care needs of Rotherham citizens and to react to the changes within the health and social care agenda.• Operate cost of care effectively in the context of the Rotherham health and social care financial circumstances.• Realise cost saving opportunities through system redesign to meet the Rotherham wide efficiency challenge, ensuring no adverse impact in regard to patient safety and experience. <p>The principles the Rotherham ICP Place Delivery Team adhere to are:</p> <ol style="list-style-type: none">1. Focus on people and places through the integration of health and social care services, pulling pathways together around people's homes and localities; adopt a way of working which promotes continuous engagement with, and involvement of, local people to inform this;2. Actively encourage prevention, self-management, and early intervention to promote

independence and support recovery, and be fair to ensure that all Rotherham people can have timely access to the support they require to retain independence;

3. Design pathways in collaboration to reduce duplication and make our current and future services work better, and to reduce health inequalities in Rotherham providing a person-centred approach;
4. Be innovative, using international evidence and proven best practice to shape our pathways to achieve the best outcomes for people in Rotherham in the most cost-effective way;
5. Strive for the best quality services based on the outcomes we want within the resource available;
6. Be financially sustainable and this must be secured through our plans and pathway reform; and
7. Align relevant health and social care budgets together so we can buy health, care, and support services once for a place in a joined up way.

Responsibilities:

Recommendations for funding will need to be made by the Board to the relevant statutory bodies, through individuals where responsibility is delegated by relevant statutory bodies.

Rotherham ICP Place Delivery Team members should seek to hold each other to account for actions resulting from internal review, with member organisations sharing intelligence and pooling resources where possible, to improve system delivery against agreed key performance indicators. These arrangements do not supersede accountabilities between organisations and their respective regulators.

Chair:

Joint Chair – Deputy Chief Officer (RCCG)/Strategic Director of Adult Care & Housing (RMBC)

1. Composition of group:

Each member organisation will be represented on the group. Rotherham ICP Place Board officers will be invited and attend as available/appropriate.

NHS Rotherham CCG (CCG)

- Deputy Chief Officer – Ian Atkinson (Joint Chair)

Rotherham Metropolitan Borough Council (RMBC)

- Strategic Director of Adult Care & Housing – Anne-Marie Lubanski (Joint Chair)
- Director of Children's Services – Jon Stonehouse

The Rotherham Foundation Trust (TRFT)

- Director of Strategy and Transformation – Chris Holt

Voluntary Action Rotherham (VAR)

- Deputy Chief Executive – Shafiq Hussain

Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH)

- Care Group Director- Rotherham - Dianne Graham

Connect Healthcare Rotherham CIC (Rotherham GP Federation)

- Business Manager – Vicki Linford

In Attendance

- Assistant Director Strategic Commissioning, *RMBC* – Nathan Atkinson
- Children's Care Group Director, *RDaSH* – Christina Harrison
- Director of Public Health, *RMBC* – Terri Roche
- Chair of Partnership Communications Group – Gordon Laidlaw
- Senior Planning and Assurance Manager, *RCCG* – Lydia George

Deputising:

As appropriate

Quorum:

One member from each of *RCCG* and *RMBC*, one provider representative

Accountability:

The members of the meeting will be accountable to the Rotherham ICP Place Board for the responsibilities set out in the terms of reference

Frequency of meetings:

Monthly

Agenda deadlines:

Agenda items one week before the meeting, agenda to be circulated Friday prior to the meeting

Minutes:

Rotherham ICP Place Board

Review Date:

Reviewed April 2018

Next review due April 2019

SCHEDULE 3

Dispute Resolution Procedure

1 Avoiding and Solving Disputes

- 1.1 The Parties commit to working cooperatively to identify and resolve issues to the Parties' mutual satisfaction so as to avoid all forms of dispute or conflict in performing their obligations under this Agreement. Accordingly the Parties will look to collaborate and resolve differences under Clause 7 (*Problem Resolution and Escalation*) of this Agreement prior to commencing this procedure.
- 1.2 The Parties believe that by focusing on the delivery of the Place Plan and ICP Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the ICP.
- 1.3 The Parties shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this Agreement or the operation of the ICP (each a "**Dispute**") when it arises.
- 1.4 In the first instance the Delivery Team shall seek to resolve any Dispute to the mutual satisfaction of the Parties. If the Dispute cannot be resolved by the Delivery Team within 10 Operational Days of the Dispute being referred to it, the Dispute shall be referred to the Place Board for resolution.
- 1.5 The Place Board shall deal proactively with any Dispute on a Best for Rotherham basis in accordance with this Agreement so as to seek to reach a unanimous decision. If the Place Board reaches a consensus that resolves, or otherwise concludes a Dispute, it will advise the Parties of its decision by written notice.
- 1.6 The Parties agree that the Place Board, on a Best for Rotherham basis, may determine whatever action it believes is necessary including the following:
 - (a) if the Place Board cannot resolve a Dispute within 20 Operational Days of referral, it may select an independent facilitator to assist with resolving the Dispute; and
 - (b) the independent facilitator shall:
 - (i) be provided with any information he or she requests about the Dispute;
 - (ii) assist the Place Board to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate his or her own procedure and, subject to the terms of this Agreement, the procedure of the Place Board at such discussions;
 - (iv) determine the number of facilitated discussions, provided that there will be not less than three (3) and not more than six (6) facilitated discussions, which must take place within twenty (20) Operational Days of the independent facilitator being appointed; and
 - (v) have its costs and disbursements met by the Parties in Dispute equally; and

- (c) if the independent facilitator cannot resolve the Dispute within 30 Operational Days of referral of the Dispute by the Place Board, the Dispute must be considered afresh in accordance with this Schedule 3 and only after such further consideration again fails to resolve the Dispute, the Place Board may decide to:
 - (i) terminate the ICP; or
 - (ii) agree that the Dispute need not be resolved.