

ROTHERHAM INTEGRATED CARE PARTNERSHIP AGREEMENT

[DATED [INSERT] 2021]

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

This Agreement provides an overarching framework for the continued development of an Integrated Care Partnership (ICP) for Rotherham. The arrangements set out are intended to build on the existing integrated governance structures between the health and care partners in Rotherham and the previous partnership agreement dated 5 September 2018 between the Parties, to further strengthen relationships between the Parties for the benefit of the Rotherham population.

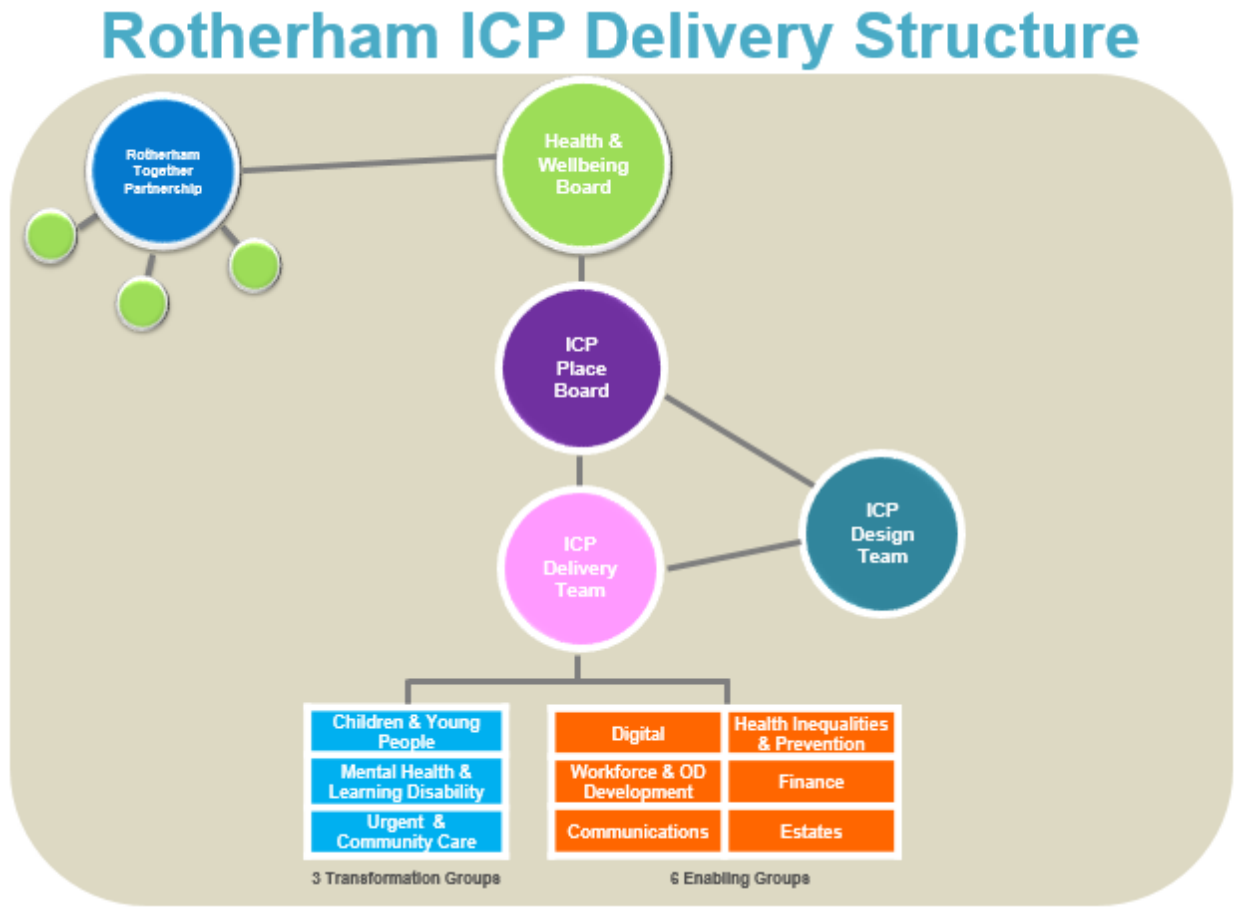
Figure 1 below includes a diagram illustrating the governance arrangements for Rotherham Integrated Care Partnership as at the Commencement Date.

The Parties intend to work together under the governance framework set out in this Agreement to embed and further develop the ICP approach to ultimately include requirements in relation to population health outcomes, risk/gain share, and financial and contract management and regulatory requirements. The Parties acknowledge that 2021/22 will be a transitional year during which they will work together through this Agreement to implement a development plan (the ICP Development Plan – set out in Schedule 4) to create a thriving ICP for Rotherham. The Parties intend to work towards documenting such arrangements as may be agreed in a formal legally binding agreement for April 2022, in line with the policy direction in respect of the development of Integrated Care Systems and place-based partnership set out in the White Paper, *“Integration and Innovation: working together to improve health and social care for all”* (February 2021).

This Agreement is designed to work alongside existing NHS Standard Contracts (commonly the Contracts) and arrangements for the delivery of non-NHS care, support and community services via the Council to the extent such services are within the scope of the Agreement. The Agreement is only intended to be legally binding for specific elements, which are identified, such as confidentiality and intellectual property.

The Parties will review progress made against the ICP Development Plan and the terms of this Agreement no later than September 2021 and at such intervals as the Parties may agree thereafter. The Parties may agree to either vary the Agreement to reflect developments or enter into a new agreement for April 2022.

Figure 1: Rotherham Integrated Care Partnership governance structure



DATE:**2021**

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 (in its role as commissioner of social care and public health services) are together referred to in this Agreement as the “**Commissioners**”.

Connect, TRFT, RDASH, VAR and the Council (in its role as a provider of social care services, whether directly or through contracting arrangements with third party providers) are together referred to in this Agreement as the “**Providers**”.

BACKGROUND

- a) The NHS 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*”. The NHS Long Term Plan, published in January 2019, provided a vision of health and care joined up locally around population needs.
- b) The white paper published by the Department of Health and Social Care in February 2021¹ (the “**White Paper**”) builds on the NHS Long Term Plan vision and sets out the key components of an integrated care system (“**ICS**”). One of these components is “*strong and effective place-based partnerships*” in local places between the NHS, local government and key local partners, interfacing with a statutory ICS for South Yorkshire &

¹ *Integration and Innovation: working together to improve health and social care for all* ([Integration and Innovation: working together to improve health and social care for all \(publishing.service.gov.uk\)](https://publishing.service.gov.uk))

Bassetlaw and provider collaboratives established both at Place and on a broader sector-based footprint

- c) In addition, as at the Commencement Date, the Covid-19 pandemic is continuing, and the Parties acknowledge that they will need to continue to support each other and work in partnership through this Agreement to address the significant health and care challenges, including health inequalities, facing the people of Rotherham.
- d) The Parties have been working collaboratively across Rotherham to integrate services and provide care closer to home for local people for some time, under a collaborative agreement signed in 2018. This updated Agreement sets out the values, principles and shared ambition of the Parties in supporting continued work to further develop place-based health and care provision for the Rotherham population using a population health management approach and building on the progress achieved by the Parties to date.
- e) 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. The ICP governance framework set out in this Agreement will enable the Providers to collaborate in order to identify opportunities for service improvement or redesign in line with the vision and objectives in the Place Plan.
- f) In light of the White Paper, the Parties recognise that from the Commencement Date until April 2022 they will need to undertake a programme of work through the governance arrangements set out in this Agreement to further develop their place arrangements to become a thriving Integrated Care Partnership ready to manage Rotherham resources together for the benefit of the Rotherham population. This programme of work is set out, in outline terms, in the ICP Development Plan in Schedule 4 to this Agreement. The Parties will review the operation and contents of this Agreement regularly during 2021/22 as the ICP arrangements evolve.
- g) The Commissioners are the statutory bodies responsible for planning, organising and buying social care, NHS-funded healthcare, support and community services for people who live in Rotherham. The Providers together are providers of social care, NHS funded healthcare services, community and support services to the population of Rotherham.
- h) The Parties acknowledge that the Council has a dual role within the Rotherham health and care system as both a commissioner of social care and public health services but also as a provider of social care and public health services either through direct delivery or through various contracts. In its role as commissioner of social care and public health services the Council shall work 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.

- 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 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 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - 1.2.3 a reference to a “Provider”, the “Council”, the “CCG” or the “Commissioner” or any Party includes its personal representatives, successors or permitted assigns;
 - 1.2.4 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
 - 1.2.5 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 further develop the 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, including:

2.2.1 the vision of the Parties, and key objectives for the development and delivery of integrated services in Rotherham;

2.2.2 the key principles that the Parties will comply with in working together through the ICP;

2.2.3 the governance structures underpinning the ICP; and

2.2.4 the areas for further development in 2021/22 (in the ICP Development Plan) which the Parties will work together to further develop and implement through this Agreement.

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*), 177 (*Liability*), 19 (*Confidentiality and FOIA*), 20 (*Intellectual Property*), 21.4 (*Counterparts*) and 21.5 (*Governing Law and Jurisdiction*) shall come into force from the date of this Agreement 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 as appropriate.

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. APPROVALS

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 and that its own organisational leadership body has approved the terms of this Agreement.

4. DURATION AND REVIEW

4.1 This Agreement shall commence on the Commencement Date and will continue in full force and effect and will expire on 31 March 2023 (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 in writing that the term of the Agreement will be extended for a further term to be agreed between the Parties (the “**Extended Term**”).
- 4.3 The Parties will review progress made against the ICP Development Plan and the terms of this Agreement by September 2021 and at such intervals thereafter as the Parties may agree. The Parties may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 18 (*Variations*).

SECTION A: PLACE PLAN VISION, OBJECTIVES AND PRINCIPLES

5. THE PLACE PLAN VISION AND 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 through the development of the ICP. The Parties have agreed to work together in order to achieve the objectives set out in the Place Plan.
- 5.2 The Parties’ shared vision as set out in the Place Plan is:
“Supporting people and families to live independently in the community, with prevention and self-management at the heart of our delivery”
- 5.3 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 ICP Principles 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 rather than organisations, pulling pathways together and integrating them 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 the people of Rotherham can have timely access to the support they require to retain independence;
 - 6.2.3 design pathways together and collaborate, agreeing how we do pathways once collectively, to make our current and future services work better;
 - 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;
 - 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;
 - 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;
 - 6.2.8 work together to reduce health inequalities and tackle the wider determinants of health to ensure that the health of our most vulnerable communities, including those living in poverty and deprivation and those with mental health problems, learning or physical disabilities, is improving the fastest; and
 - 6.2.9 promoting and striving to adhere to the Nolan Principles of public life (selflessness, integrity, objectivity, accountability, openness, honesty and leadership),

(together these are the “**ICP Principles**”).
- 6.3 In addition to the ICP Principles set out above, the Parties will have regard to the values and principles set out in the South Yorkshire & Bassetlaw ICS Compact.

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 and which:
 - 7.1.1 seeks solutions without apportioning blame;
 - 7.1.2 is based on mutually beneficial outcomes;
 - 7.1.3 treats the Parties as equal parties in the dispute resolution process; and
 - 7.1.4 contains a mutual acceptance that adversarial attitudes waste time and money.

- 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 relating to this Agreement) 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 Each of the Commissioners shall 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 each of the Commissioners respectively by Law, its constitution or the Section 75 Agreement; or
- 8.2.2 any matter upon which they may be required to submit to public consultation or in relation to which they 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 above; 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 relevant Commissioner breaching their statutory obligations, the relevant Commissioner will first 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 and the Delivery Team will each 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 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/or 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 which may include excluding any potential bidder from the competitive procurement in accordance with the Law governing that competitive procurement.

10. OBLIGATIONS AND ROLES OF THE PARTIES

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

10.1 Each Commissioner will:

- 10.1.1 help to establish, maintain, and further develop an environment that encourages collaboration between the Providers in order to better achieve the Place Plan where permissible;
- 10.1.2 provide clarity on the resources available for Rotherham from their organisations, 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;
- 10.1.5 work collaboratively with the Providers to develop the ICP approach and to implement the ICP Development Plan; and
- 10.1.6 seek to commission the Services in an integrated, effective and streamlined way to meet the Place Plan objectives.

Providers' obligations and role

10.2 Each Provider will:

- 10.2.1 act collaboratively and in good faith 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 best interests 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;
- 10.2.3 work collaboratively with any or all of the other Providers to identify and develop opportunities for service improvement/ redesign where such opportunities align

with the ICP Principles and Objectives, including where such opportunities are identified by the Parties through the Place Board; and

10.2.4 through high performance and collaboration, 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;

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;

10.3.3 it remains responsible for its own compliance with all relevant regulatory requirements and remains accountable to its board/cabinet and all applicable regulatory bodies; and

10.3.4 it will work collaboratively with the Commissioners and the other Providers to develop the ICP approach and implement the ICP Development Plan.

SECTION C: GOVERNANCE ARRANGEMENTS

11. INTEGRATED CARE PARTNERSHIP GOVERNANCE

11.1 In addition to the Parties' own Boards / Cabinet / Governing Body, which shall remain accountable for the exercise of each of the Parties' respective functions, 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 diagram in Schedule 2 (Governance) sets out the governance structure and the links between the various groups in more detail. In addition to the three groups set out in Clause 11.1, as detailed on the diagram in Schedule 2 the Parties have formed a number of 'Enabling Groups' and 'Transformation Groups' which report into the ICP Delivery Team and focus on the Enablers and Transformation Workstreams respectively.

Rotherham Health and Wellbeing Board

11.3 The Rotherham Health and Wellbeing Board is a committee of the Council, charged with promoting greater health and social care integration in Rotherham. The Health and

Wellbeing Board will receive reports from the Place Board as to the development of the ICP arrangements under this Agreement and progress against the Place Plan.

Rotherham ICP Place Board

11.4 The Place Board is the group responsible for:

11.4.1 leading the ICP,

11.4.2 reporting to Party organisations and the Health and Wellbeing Board for Rotherham on progress against the Place Plan;

11.4.3 liaising where appropriate with:

(a) national stakeholders (including NHS England and NHS Improvement); and

(b) South Yorkshire & Bassetlaw ICS,

to communicate the views of the ICP on matters relating to integrated care in Rotherham.

11.5 The Place Board will act in accordance with the terms of reference set out in Schedule 2 (*Governance*) Part 1 and will:

11.5.1 promote and encourage commitment to the Place Plan and ICP Principles amongst all the Parties;

11.5.2 formulate, agree and implement strategies for implementing the Place Plan;

11.5.3 review performance of the Parties against the Place Plan and the ICP Outcomes and determine strategies to improve performance or rectify poor performance;

11.5.4 report on progress against the Place Plan to member organisations and the Health and Wellbeing Board as required;

11.5.5 provide a forum for parties to resolve disagreement relating to the Place Plan;

11.5.6 oversee the implementation of this Agreement and all related Contracts in terms of delivering the Place Plan in line with the ICP Principles;

11.5.7 in undertaking its role, consider recommendations from the Delivery Team in respect of the operation of the ICP and the delivery of the Services;

11.5.8 oversee the further development and implementation of the ICP Development Plan for 2021/22, drive progress in implementation and seek to overcome any barriers to implementation; and

11.5.9 operate as the key link between the ICP and the ICS and work with the ICS to help shape its development, in conjunction with the ICP's development. This may include nominating ICP representatives to sit on governance groups at ICS level, as required.

- 11.6 The Place Board may refer opportunities to develop specific service improvements / redesign (provided they align sufficiently with the ICP Principles and Objectives) to collaboratives of some or all of the Providers (dependent on the opportunity). Where the Place Board refers such opportunities, the Providers may choose to collaborate through existing governance groups (e.g. the Delivery Team), or set up specific task and finish groups, in either case aligning with the work of the Delivery Team and reporting into the Place Board. The scope and detail of delivery by the Providers of any such opportunities will be agreed by the relevant Partners through the Place Board and appended to this Agreement.

Rotherham ICP Place Delivery Team

- 11.7 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 and will:
- 11.7.1 implement the Place Plan;
 - 11.7.2 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.
 - 11.7.3 operate cost of care effectively in the context of the Rotherham health and social care financial circumstances.
 - 11.7.4 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.
 - 11.7.5 make recommendations to the Rotherham ICP 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 Rotherham Place Plan (subject always to the terms of the Contracts and the consent of the CCG and Council).
 - 11.7.6 provide clinical and professional leadership with regard to the services; and
 - 11.7.7 develop and implement the ICP Development Plan for 2021/22.
- 11.8 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 represent their nominating organisations to enable effective and timely decisions to be made for each respective Party under this Agreement.
- 11.9 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 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 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality the Parties agree to share all information relevant to the achievement of the Place Plan objectives in an honest, open and timely manner.
- 12.2 The Parties will:
- 12.2.1 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;
 - 12.2.2 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
 - 12.2.3 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

- 13.1 The Parties will continue to be paid in accordance with the mechanism set out in the Contracts in respect of Services they deliver.
- 13.2 The Parties have not agreed as at the Commencement Date to share risk or reward. However, the Parties will work together during the Initial Term to develop system financial principles including the potential development of risk/reward sharing mechanisms with the aim of achieving the Objectives in line with the ICP Development Plan. Any future introduction of such a mechanism would require additional legally binding provisions to be agreed between the Parties and incorporated into this Agreement in accordance with Clause 17.

SECTION E: FUTURE DEVELOPMENT OF THE ICP

14. ICP DEVELOPMENT PLAN

- 14.1 The Parties have agreed to work together to further develop, and implement, the ICP Development Plan using the South Yorkshire and Bassetlaw ICS ICP Development Matrix to enable maximum delegation to a weight-bearing Rotherham ICP able to receive and make decisions about Rotherham's resource allocation, the initial draft of

which is set out in Schedule 4 (*ICP Development Plan*). The areas for development set out in the ICP Development Plan have been identified by the Parties as priorities for 2021/22 in order to ensure that the ICP is ready to transition to the new model of health and care planning and delivery in Rotherham by April 2022. The Parties will keep the ICP Development Plan under review through the governance structures set out in this Agreement and may agree to amend the ICP Development Plan as required during the Initial Term, in line with policy direction and legislative developments.

SECTION F: GENERAL PROVISIONS

15. EXCLUSION AND TERMINATION

- 15.1 A Provider may be excluded from this Agreement on notice from the Commissioners (acting in consensus) in the event of:
- 15.1.1 the termination of their Contract;
 - 15.1.2 an event of Insolvency affecting them.
- 15.2 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.
- 15.3 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 (acting in consensus) or which is not reasonably capable of remedy. In such circumstances this Agreement shall be partially terminated in respect of the excluded Party.
- 15.4 The Place Board may resolve to terminate this Agreement in whole where:
- 15.4.1 a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure; or
 - 15.4.2 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.

16. 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 in writing to the terms of this Agreement (including the legally binding elements) before admission.

17. 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.

18. 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.

19. CONFIDENTIALITY AND FOIA

- 19.1 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.
- 19.2 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.
- 19.3 The Parties agree to procure, as far as is reasonably practicable, that the terms of this Clause 19 (*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.
- 19.4 Nothing in this Clause 19 (*Confidentiality and FOIA*) will affect any of the Parties' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.
- 19.5 The Parties acknowledge that some of them are subject to the requirements of FOIA and will facilitate each other's compliance with their 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.

20. INTELLECTUAL PROPERTY

- 20.1 In order to develop and deliver the arrangements under this Agreement 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 under this Agreement.
- 20.2 If any Party creates any new Intellectual Property through the development and delivery of the arrangements under this Agreement, 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 development and delivery of the arrangements under this Agreement.

21. GENERAL

- 21.1 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.
- 21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 21.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 21.3 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.
- 21.4 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.
- 21.5 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.

21.6 A person who is not a Party to this Agreement shall not have any rights under or in connection with it.

This Agreement for a Rotherham Integrated 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 RICHARD JENKINS

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 SHAFIQ HUSSAIN

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	best for the achievement of the Place Plan for the Rotherham population on the basis of the ICP Principles
Commencement Date	the date entered on page one (1) of this Agreement
Commercially Sensitive Information	Confidential Information which is of a commercially sensitive nature relating to a Party, its intellectual property rights or its business or which a Party has indicated would cause that Party significant commercial disadvantage or material financial loss.
Competition Law	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	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. Competition Sensitive Information may include, by way of illustration, trade secrets, confidential financial information and confidential commercial information, including without limitation, information relating to the terms of actual or proposed contracts or sub-contract arrangements (including bids received under competitive tendering), future pricing, business strategy and costs data, as may be utilised, produced or recorded by any Party, the publication of which an organisation in the same business would reasonably be able to expect to protect by virtue of business confidentiality provisions.
Confidential Information	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, including Commercially Sensitive Information and Competition Sensitive Information
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 Transformation Workstreams and references to a Contract include all or any one of those contracts as the context requires
Delivery Team	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>)
Enablers	the enabling workstreams as set out in the Place Plan, being (as at the Commencement Date) digital, workforce development, communications, estates, finance, and prevention (the latter reporting directly to the Health and Wellbeing Board)
Extended Term	has the meaning set out in Clause 4.2
FOIA	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
ICP or Integrated Care Partnership	the Integrated Care Partnership between the Parties as set out in this Agreement
ICP Principles	means the principles set out in Clause 6.2
ICS	Integrated Care System
Initial Term	the period from and including the Commencement Date up to and including 31 March 2023
Insolvency	(as may be applicable to each Party) a Party 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

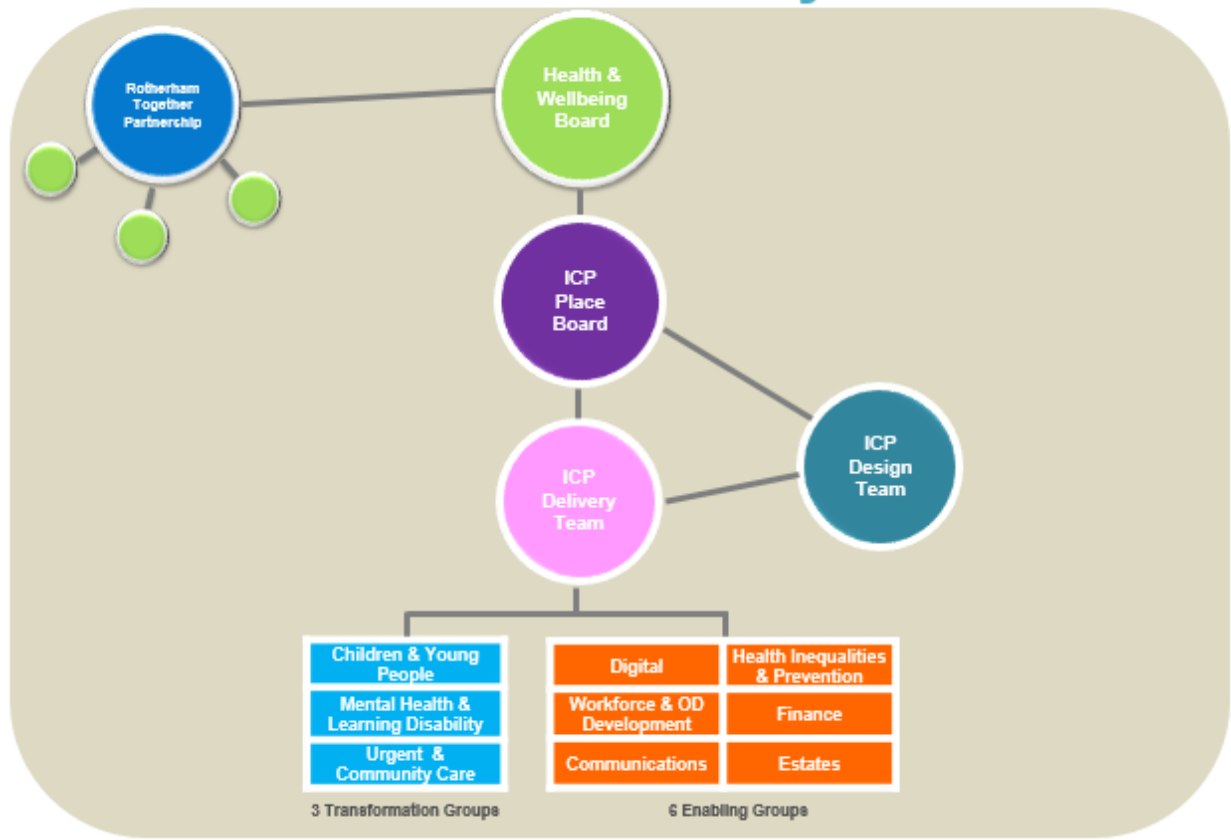
	the confidentiality of, Confidential Information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar 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 applicable judgment of a relevant court of law which is a binding precedent in England and Wales; c) Guidance (as defined in the NHS Standard Contract); d) National Standards (as defined in the NHS Standard Contract); and e) any applicable code.
NHS Standard Contract	the current NHS Standard Contract for NHS healthcare services 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
Place Plan	the Rotherham Integrated Health & Social Care Place Plan set out in Schedule 5 of this Agreement
Population	the geographical population group of Rotherham as covered by the CCG and Council
Reserved Matters	the matters set out in Clause 8.2
Section 75 Agreement	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
Service Users	people within the Rotherham population served by the Commissioners and who are in receipt of the Services
Services	the services provided, or to be provided, by each Provider to Service Users pursuant to its respective Contract as set out in the Place Plan
Transformation Workstreams	the workstreams set out in the Place Plan, being as at the Commencement Date: Children and Young People; Mental Health, Learning Disabilities and Neurodevelopmental Care; and Urgent and Community.

SCHEDULE 2

Governance

- 1.1 This Schedule 2 sets out the governance arrangements for the ICP under this Agreement.
- 1.2 The diagram below summarises the governance structure which the Parties have agreed to operate to provide oversight of the development and implementation of the ICP approach and the arrangements under this Agreement.
- 1.3 This Schedule also contains the terms of reference for the Place Board and the Delivery Team.

Rotherham ICP Delivery Structure



Part 1: Rotherham Integrated Care Partnership Place Board Terms of Reference



Rotherham Doncaster and South Humber NHS Foundation Trust

The Rotherham NHS Foundation Trust



Rotherham Metropolitan Borough Council

Rotherham Clinical Commissioning Group



Terms of Reference: Rotherham Integrated Care Partnership Place Board

Contact Details:	
Joint Chairs	Chief Executive, Rotherham Metropolitan Borough Council Chief Officer, Rotherham Clinical Commissioning Group

Version / Review Date:
Version: Revised 14 July 2021. Next review due: September 2021. NOTE: <i>These terms of reference have been updated to reflect developments in the ICP up to the version date set out above. In accordance with the Rotherham ICP Place Agreement, these terms of reference will be reviewed and updated regularly during 2021/22 and by no later than September 2021 to reflect the development of the ICP in line with anticipated legislative and policy changes during this period in relation to Place-based Partnerships and Integrated Care Systems.</i>

Purpose:
<p>The Scope of the group:</p> <p>Rotherham Integrated Care Partnership (ICP) Place Board has been established to provide strategic and collective leadership to deliver the ambitions of the Rotherham ICP and the Rotherham Place Plan. Strategic direction will be signed off by the Health and Wellbeing Board. The Health and Wellbeing Board will receive reports from the Rotherham ICP Place Board as to the development of the ICP arrangements against the Rotherham Place Plan.</p> <p>The Rotherham ICP Place Board will be the forum where all the partners across the health and care system come together to formulate, agree and implement strategies for implementing the Rotherham Place Plan. 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 is to:</p> <ul style="list-style-type: none">• Lead the Rotherham ICP.• Promote and encourage commitment to the Place Plan and “ICP Principles” set out in the Place Agreement amongst all partner organisations;• Formulate, agree and implement strategies for implementing the Place Plan;• Oversee the implementation of the Place Agreement and all related contracts in terms of delivering the Rotherham Place Plan in line with the ICP Principles.• Review performance of the partners against the Rotherham Place Plan and determine strategies to improve performance or rectify poor performance.• 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.
- Provide a forum for parties to resolve disagreement relating to the Rotherham Place Plan.
- In undertaking its role, consider recommendations from the Rotherham ICP Delivery Team in respect of the operation of the Rotherham ICP and the delivery of the services.
- Report to the partner organisations and the Health and Wellbeing Board on progress against the Rotherham Place Plan.
- Oversee the development and implementation of the ICP Development Plan for 2021/22, drive progress in implementation and seek to overcome any barriers to implementation
- Liaise where appropriate with national stakeholders (including NHS England and NHS Improvement) and South Yorkshire & Bassetlaw ICS to communicate the views of the ICP on matters relating to integrated care in Rotherham.
- Operate as the key link between the ICP and the ICS and work with the ICS to help shape its development, in conjunction with the ICP's development. This may include nominating ICP representatives to sit on governance groups at ICS level, as necessary.

The role of the **Rotherham ICP Place Board** will vary over time as the Rotherham ICP develops.

The **Rotherham ICP Place Board** will at all times adhere to the ICP Principles set out within the Place Agreement.

Responsibilities:

The **Rotherham ICP Place Board** is not a separate legal entity and is therefore unable in law to bind any partner organisation. Each member will ensure that their representatives understand the status of the Rotherham ICP Place Board and the limits of the authority delegated to them. All recommendations from the **Rotherham ICP Place Board** will need consensus from its membership and will need to be made to relevant partner organisations through individuals with delegated responsibility.

Members acknowledge that the **Rotherham ICP Place 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 **Rotherham ICP Place 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 on a Best for Rotherham basis. These arrangements do not supersede accountabilities between organisations and their respective regulators.

To manage any risks identified in the meeting that could potentially impact on the delivery of the priorities within the Rotherham Place Plan, when a risk is identified:

- The risk and onward escalation should be recorded within the minutes of the meeting
- The risk should be escalated to the Rotherham Health and Wellbeing Board. **Note - it is the responsibility of the chair of the meeting to ensure escalation.**
- The risk should be escalated to partner organisation(s) where it has the potential to impact on the

organisations objectives. **Note - it is the responsibility of individual members of the group to escalate, as appropriate, within their respective organisation and for the risk to be managed through their organisations risk process.**

- If no risks are identified then this should also be recorded within the minutes of the meeting.

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 (Joint Chair)

Rotherham Metropolitan Borough Council

Chief Executive (Joint Chair)

Director of Public Health

The Rotherham NHS Foundation Trust (TRFT)

Chief Executive

Voluntary Action Rotherham

Chief Executive

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

Chief Executive

Connect Healthcare Rotherham Ltd (Rotherham GP Federation)

Rotherham GP Chair

Participating Observers:

Joint Chair, Health and Wellbeing Board, RMBC

Joint Chair, Health and Wellbeing Board, RCCG

In Attendance:

Executive Place Director, RCCG (as chair of the Rotherham ICP Place Delivery Team and Mental Health and Learning Disability Transformation Group Lead)

Urgent and Community Transformation Group Lead

Children and Young People's Transformation Group Lead

Head of Communications, RCCG/Rotherham ICP

Strategy & Delivery Lead, RCCG/Rotherham ICP

Deputising:

Member representatives may nominate deputies to attend on their behalf when they are unavailable to do so. Deputies should only be asked to attend a meeting in exceptional circumstances.

Quorum:

One member from each of NHS Rotherham CCG and Rotherham Metropolitan Borough Council and one Provider representative

Accountability:

The chair of the meeting will be responsible for reporting to the Health and Wellbeing Board on the outcome of meetings.

Conduct:

All members are required to notify the Chair of any actual, potential or perceived conflict of interest in advance of the meeting to enable appropriate management arrangements to be put in place. All members are required to uphold the Nolan Principles and adhere to their own member organisation's code of conduct at all times.

Frequency of meetings:

Monthly.

Agenda deadlines:

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

Minutes:

To be provided by the chair to the Health and Wellbeing Board.

Part 2: Rotherham Integrated Care Partnership Delivery Team Terms of Reference



Terms of Reference: Rotherham Integrated Care Partnership Place Delivery Team

Contact Details:	
Joint Chairs	Deputy Chief Officer, Rotherham Clinical Commissioning Group Strategic Director for Adult Care & Housing, Rotherham Metropolitan Borough Council

Version / Review Date:
Version: Revised 14 July 2021. Next review due: September 2021. NOTE: <i>These terms of reference have been updated to reflect developments in the ICP up to the version date set out above. In accordance with the Rotherham ICP Place Agreement, these terms of reference will be reviewed and updated regularly during 2021/22 and by no later than September 2021 to reflect the development of the ICP in line with anticipated legislative and policy changes during this period in relation to Place-based Partnerships and Integrated Care Systems.</i>

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 Wellbeing 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 is to:</p> <ul style="list-style-type: none">• Implement the Rotherham Place Plan.• 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.

- Make recommendations to the Rotherham ICP 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 Rotherham Place Plan (subject always to the terms of the Contracts and the consent of the CCG and Council).
- Provide clinical and professional leadership with regard to the services.
- Develop and implement the ICP Development Plan for 2021/22.

The role of the **Rotherham ICP Place Delivery Team** will vary over time as the Rotherham ICP develops.

The **Rotherham ICP Place Delivery Team** will at all times adhere to the ICP Principles set out within the Place Agreement.

Responsibilities:

The Rotherham ICP Place Delivery Team is not a separate legal entity and is therefore unable in law to bind any partner organisation. Each member will ensure that their representatives understand the status of the Rotherham ICP Place Delivery Team and the limits of the authority delegated to them. Recommendations for funding will need to be made by the Place Board to the relevant statutory bodies, through individuals where responsibility is delegated by relevant statutory bodies. All recommendations from the Rotherham ICP Place Delivery Team will need consensus from its membership.

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 on a Best for Rotherham basis. These arrangements do not supersede accountabilities between organisations and their respective regulators.

To manage any risks identified in the meeting that could potentially impact on the delivery of the priorities within the Rotherham Place Plan, when a risk is identified:

- The risk and onward escalation should be recorded within the minutes of the meeting
- The risk should be escalated to the *Rotherham Health and Wellbeing Board*. **Note - it is the responsibility of the chair of the meeting to ensure escalation.**
- The risk should be escalated to partner organisation(s) where it has the potential to impact on the organisations objectives. **Note - it is the responsibility of individual members of the group to escalate, as appropriate, within their respective organisation and for the risk to be managed through their organisations risk process.**

If no risks are identified then this should also be recorded within the minutes of the meeting.

Chair:

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

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)

- Executive Place Director (Joint Chair)

Rotherham Metropolitan Borough Council (RMBC)

- Strategic Director for Adult Care & Housing (Joint Chair)
- Director of Children's Services

The Rotherham NHS Foundation Trust (TRFT)

- Deputy Chief Executive

Voluntary Action Rotherham (VAR)

- Director of Services (Projects)

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

- Care Group Locality Director (Rotherham)

Connect Healthcare Rotherham Ltd (Rotherham GP Federation)

- Medical Director

In Attendance

- Assistant Director Strategic Commissioning, *RMBC*
- Joint Assistant Director Commissioning, Performance & Inclusion, *RMBC*
- Assistant Director of Independent Living & Support, *RMBC*
- Children's Care Group Director, *RDaSH*
- Director of Public Health, *RMBC*
- Strategy & Delivery Lead, *Rotherham CCG/Rotherham ICP*
- Head of Communications, *Rotherham CCG/Rotherham ICP* & Chair of ICP Communications & Engagement Enabler Group
- Chair of ICP Digital Enabler Group
- Chair of ICP OD & Workforce Enabler Group
- Chair of ICP Finance Enabler Group
- Chair of ICP Estates Enabler Group

Deputising:

Member representatives may nominate deputies to attend on their behalf when they are unavailable to do so. Deputies should only be asked to attend a meeting in exceptional circumstances.

Quorum:

One member from each of NHS Rotherham CCG and Rotherham Metropolitan Borough Council and 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. The chair of the meeting will be responsible for reporting to the Rotherham ICP Place Board on the outcome of meetings.

Conduct:

All members are required to notify the chair of any actual, potential or perceived conflict of interest in advance of the meeting to enable appropriate management arrangements to be put in place. All members are required to uphold the Nolan Principles and adhere to their own member organisation's code of conduct at all times.

Frequency of meetings:

Monthly

Agenda deadlines:

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

Minutes:

To be provided by the chair to the Rotherham ICP Place Board.

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 by consensus 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.

- 1.7 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 this Agreement in accordance with Clause 15.4.1; or
 - (ii) agree that the Dispute need not be resolved.

SCHEDULE 4

ICP Development Plan 2021/22

1. The Parties will work together, through the governance structures set out in this Agreement, to develop the ICP during the Initial Term in line with the specific areas of focus set out in the outline ICP Development Plan set out below.



IC DEVELOPMENT
PLAN SUMMARY 13 C

SCHEDULE 5

Rotherham Place Plan



ICP Place Plan Final
March 2020.pdf