

Public Document Pack

MEETING:	Health and Wellbeing Board
DATE:	Thursday, 10 June 2021
TIME:	2.00 pm
VENUE:	Assembly Room - Barnsley Civic

AGENDA

- 5 Integrated Care System Compact - Andrew Osborn (*Pages 3 - 40*)

To: Chair and Members of Health and Wellbeing Board:-

Councillor Sir Steve Houghton CBE, Leader of the Council (Chair)
Dr Nick Balac, Chair, NHS Barnsley Clinical Commissioning Group (Vice Chair)
Councillor Jim Andrews BEM, Deputy Leader
Councillor Margaret Bruff, Cabinet Spokesperson – Children's
Councillor Jenny Platts, Cabinet Spokesperson – Adults and Communities
Mel John-Ross, Executive Director Children's Services
Wendy Lowder, Executive Director Adults and Communities
Julia Burrows, Director of Public Health
Chris Edwards, Chief Officer, NHS Barnsley Clinical Commissioning Group
Sarah Poolman, Chief Superintendent, South Yorkshire Police
Mark Janvier, NHS England Area Team
Adrian England, HealthWatch Barnsley
Dr Richard Jenkins, Chief Executive, Barnsley Hospital NHS Foundation Trust
Rob Webster, Chief Executive, SWYPFT
Helen Jaggar, Chief Executive Berneslai Homes

Please contact Elizabeth Barnard on or email governance@barnsley.gov.uk

Wednesday, 2 June 2021

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DATE

2021

1. NHS BARNSELY CLINICAL COMMISSIONING GROUP
2. BARNSELY METROPOLITAN BOROUGH COUNCIL
3. BARNSELY HOSPITAL NHS FOUNDATION TRUST
4. SOUTH WEST YORKSHIRE PARTNERSHIP NHS FOUNDATION TRUST
5. BARNSELY HEALTHCARE FEDERATION
7. BARNSELY HOSPICE
8. BARNSELY COMMUNITY AND VOLUNTARY SERVICES

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No	Date	Version Number	Author
1	09.03.21	1	Hill Dickinson
2	29.03.21	2	Hill Dickinson – following Design Team meetings 11.03.21 / 23.03.21
3	12.04.21	3	Hill Dickinson – minor updates to drafting plus incorporating comments from Wendy Lowder and Andrew Osborn
4	26.04.21	4	Hill Dickinson – updated diagram and governance Clause 12

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Overarching Note – Barnsley Place Agreement

This Agreement provides an overarching framework for the continued development of an integrated care partnership for Barnsley. The arrangements set out are intended to build on the existing integrated governance structures between the health and care partners in Barnsley, including the Integrated Care Partnership Group and the Integrated Care Delivery Group, and further strengthen relationships between the Partners for the benefit of the Barnsley population.

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

This Agreement is designed to work alongside existing NHS Standard Contracts (commonly the Services Contract) 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.

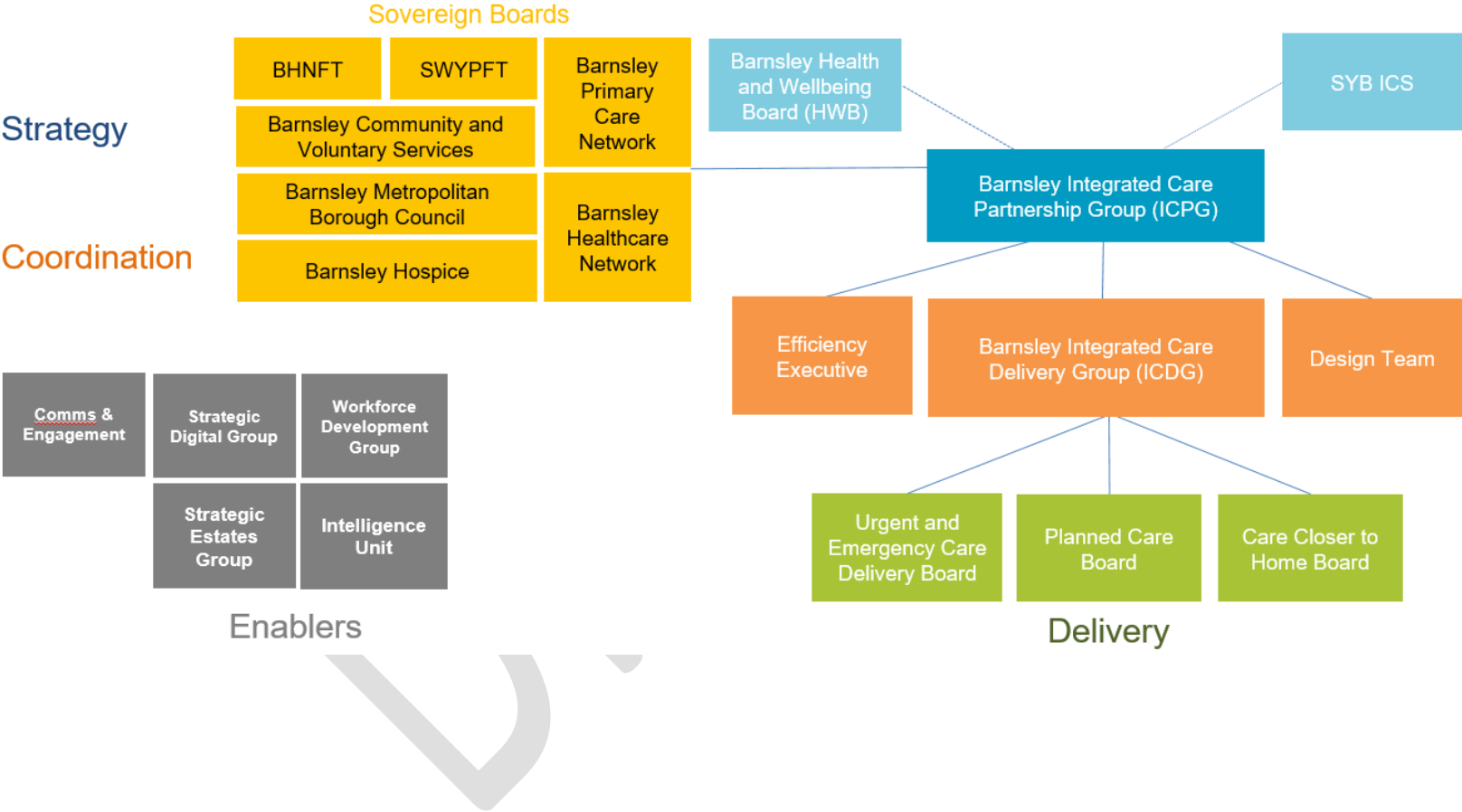
The Partners intend to work together under the governance framework set out in this Agreement to embed and further develop the Integrated Care Partnership approach to ultimately include requirements in relation to population health outcomes, risk/gain share, and financial and contract management and regulatory requirements. The Partners 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 3) to create a thriving Integrated Care Partnership for Barnsley. The Partners 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).

The Partners 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 Partners may agree thereafter. The Partners may agree to either vary the Agreement to reflect developments or enter into a new agreement for April 2022.

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FIGURE 1 – BARNSLEY INTEGRATED CARE PARTNERSHIP



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DATE:

2021

This Place Agreement (the **Agreement**) is made between:

1. **NHS BARNSLEY CLINICAL COMMISSIONING GROUP** of 49, 51 Gawber Road, Barnsley, S75 2PY ("**CCG**");
2. **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of 1 Westgate, Western Street, Barnsley, S70 2DR ("**Council**");
3. **BARNSLEY HOSPITAL NHS FOUNDATION TRUST** of Gawber Road, Barnsley, S75 2EP ("**BHNFT**");
4. **SOUTH WEST YORKSHIRE PARTNERSHIP NHS FOUNDATION TRUST** of Ouchthorpe Lane, Wakefield, WF1 3SP ("**SWYPFT**");
5. **BARNSLEY HEALTHCARE FEDERATION COMMUNITY INTEREST COMPANY** (Registered Company No: 09651047) of Oaks Park Primary Care Centre, Thornton Road, Barnsley, S70 3NE ("**BHF**");
6. **BARNSLEY HOSPICE** (Registered Charity No: 700586) of Church Street, Barnsley, S75 2RL ("**BH**"); and
7. **BARNSLEY COMMUNITY AND VOLUNTARY SERVICES** of Pontefract Road, Barnsley S71 5PN ("**CVS**").

Comment [EV1]: Status tbc

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

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**".

BHFT, SWYPFT, BHF, BH, CVS and the Council (in its role as 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.

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- (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 & 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 Partners 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 Barnsley.
- (D) The Partners have been working collaboratively across Barnsley to integrate services and provide care closer to home for local people for some time. This Agreement sets out the vision, objectives and shared principles of the Partners in supporting the further development of place-based health and care provision for the people of Barnsley using a population health management approach, building on the progress achieved by the Partners to date.
- (E) The Partners will focus on the Priority Programmes set out in this Agreement to work towards specific outcomes over the term. Further Priority Programmes, or changes to existing Priority Programmes, may be identified by the Partners during the term of this Agreement as required to further the collaborative work of the Partners for the benefit of the population of Barnsley.
- (F) In light of the White Paper, the Partners 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 (“ICP”) ready to manage Barnsley resources together for the benefit of the Barnsley population. This programme of work is set out, in outline terms, in the ICP Development Plan in Schedule 3 to this Agreement.
- (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 Barnsley.
- (H) The Providers (including the Council in its provider role) are together providers of social care, public health and education services, NHS funded healthcare services including primary care services, community and support services to the population of Barnsley.
- (I) The Partners acknowledge that the delivery and development of the ICP will rely on both Commissioners and Providers working collaboratively rather than separately to plan financially sustainable methods of delivering integrated, population-focused services in furtherance of the Priority Programmes and the ICP Development Plan.

Comment [EV2]: Priority Programmes for 21/22 to be set out in Schedule 2 once finalised.

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](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/91221/integration-and-innovation-working-together-to-improve-health-and-social-care-for-all.pdf) ([publishing.service.gov.uk](https://www.publishing.service.gov.uk)))

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- (J) The Partners acknowledge that the Council has a dual role within the Barnsley health and care system as both a commissioner of social care and public health services but also as a provider of social care services either through direct delivery or through contracts with third party providers. In its role as commissioner of social care 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 Providers. The Council recognises the need to and will ensure that any potential conflicts of interest arising from its dual role are appropriately identified and managed.
- (K) This Agreement is intended to work alongside:
- a) the Services Contracts; and
 - b) the Section 75 Agreement between the CCG and the Council.

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" or a "Commissioner" or any Partner 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 Partners have agreed to work together on behalf of the people of Barnsley to further develop the ICP through which to identify and respond to the health and care needs of the Barnsley population, and deliver integrated health, support and community

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care to develop and ultimately deliver improved health and care outcomes for the people of Barnsley.

2.2 This Agreement sets out the key terms that the Partners have agreed, including:

2.2.1 the vision of the Partners, and key objectives for the development and delivery of integrated services in Barnsley and the Priority Programmes;

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

2.2.3 the governance structures underpinning the ICP; and

2.2.4 the Development Plan for the ICP for 2021/22, which the Partners will work together to implement through this Agreement.

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

2.4 This Clause 2.4, Clauses 10 (*Transparency*), 18 (*Liability*), 20 (*Confidentiality and FOIA*), 21 (*Intellectual Property*), 22.4 (*Counterparts*) and 22.5 (*Governing Law and Jurisdiction*) shall come into force from the date of this Agreement and shall give rise to legally binding commitments between the Partners.

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

2.6 Each of the Commissioners and the Providers agree to work together in a collaborative and integrated way on a Best for Barnsley basis and the Services 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 Services Contracts or the Section 75 Agreement unless expressly agreed by the Partners.

3. APPROVALS

Each Partner 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.

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4. DURATION AND REVIEW

- 4.1 This Agreement shall take effect 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 the terms of this Agreement.
- 4.2 At the expiry of the Initial Term this Agreement shall expire automatically without notice unless, no later than 3 months before the end of the Initial Term, the Partners agree in writing that the term of the Agreement shall be extended for a further term to be agreed between the Partners (the “**Extended Term**”).
- 4.3 The Partners 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 Partners may agree. The Partners may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 19 (*Variations*).

SECTION A: VISION, OBJECTIVES AND PRINCIPLES

5. THE VISION

- 5.1 The Partners have agreed to work towards a common vision for the ICP as follows:

People of Barnsley are enabled to take control of their health and wellbeing and enjoy happy, healthy and longer lives, in safer and stronger communities, regardless of who they are and wherever they live.

6. THE OBJECTIVES

- 6.1 The Partners have agreed to work together and to perform their duties under this Agreement in order to achieve the following Objectives:
 - 6.1.1 Develop an integrated joined up health and care system where the people of Barnsley experience continuity of care – each Partner delivering their part without duplication;
 - 6.1.2 Individuals, families and communities are empowered to take control wherever possible of their own health and wellbeing;
 - 6.1.3 Shift the focus on treating patients with health problems to supporting the community to remain healthy in the first instance;
 - 6.1.4 Embed integrated care that delivers the best value for the Barnsley pound;
 - 6.1.5 Develop population health management approaches to improve health and wellbeing and reduce health inequalities;

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6.1.6 Work towards becoming a thriving ICP in accordance with the ICP Development Plan for 2021/22 and beyond; and

6.1.7 Play a pivotal role in delivering our shared vision for Barnsley: a place of possibilities, set out in Barnsley 2030. A healthy, learning, growing and sustainable Barnsley.

6.2 The Partners acknowledge that they will have to make decisions together in order for the ICP arrangements to work effectively. The Partners agree that they will work together and make decisions on a Best for Barnsley basis in order to achieve the Objectives, save for the Reserved Matters listed at Clause 9.

7. THE PRINCIPLES

7.1 These Principles underpin the delivery of the Partners' obligations under this Agreement and set out key factors for a successful relationship between the Partners for the delivery of the ICP.

7.2 The Partners agree that the successful delivery of the ICP operating model will depend on their ability to effectively co-ordinate and combine their expertise and resources in order to deliver an integrated approach to the planning, provision and use of community assets and services across the Partners.

7.3 The Partners will work together in good faith and, unless the provisions in this Agreement state otherwise, the Partners will:

7.3.1 Develop collaborative system leadership encompassing health, social care and wider system partners to deliver the Shared Purpose, and a culture and values to support transformation. All members are respected and valued. They understand their own contribution and support the contributions of other members to the Shared Purpose;

7.3.2 Strengthen clinical and professional leadership including general practitioners as expert generalists with the patient;

7.3.3 Enable the leadership role of citizens, communities and voluntary sector;

7.3.4 Support each other and working collaboratively to take decisions at the most local level as close as possible to the communities that they affect whether that be system, place or neighbourhood (subsidiarity) and not to simply replicate what is at place in the ICS;

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- 7.3.5 Strengthen the links between Place and the ICS as well as other local representative structures such as the Health and Wellbeing boards and demonstrate inclusivity and shared ownership;
- 7.3.6 Make time and other resources available to develop the ICP and deepen working relationships between the Partners at all levels;
- 7.3.7 Look for simplicity and effectiveness in any ICP structures and governance and follow the rule of form following function;
- 7.3.8 Act with honesty and integrity and trust that each other will do the same;
- 7.3.9 Be transparent with each other and the people of Barnsley and the wider South Yorkshire and Bassetlaw area around decisions and appointments;
- 7.3.10 Use the best available data to inform priorities and decision-making;
- 7.3.11 Play our part in social and economic development and environmental sustainability of Barnsley and the wider South Yorkshire and Bassetlaw region;
- 7.3.12 Adopt an asset based approach that is citizen-led, relationship orientated, asset based, place-based and inclusion focussed;
- 7.3.13 Provide a proactive and person-centred approach that empowers patients and addresses people's needs;
- 7.3.14 Improve quality and efficiency of services through sharing records, data and information including integrated information management and technology;
- 7.3.15 Support the delivery of more enhanced and specialised services in the community where appropriate;
- 7.3.16 Neighbourhood focus for delivery of services whilst ensuring services are wrapped around patients and aligned to GP practices;
- 7.3.17 Focus on self-care to promote independence and reduce pressures on the health and care system;
- 7.3.18 Focus on prevention including the wider determinants of health; and
- 7.3.19 Maximise the agreed outcomes within the resources available to deliver best possible value for the Barnsley pound,

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and together with the principles set out in Clause 7.2 these are the
“Principles”.

8. PROBLEM RESOLUTION AND ESCALATION

- 8.1 The Partners agree to adopt a systematic approach to problem resolution which recognises the Objectives and the Principles set out in Clauses 6 and 7 above and which:
- 8.1.1 seeks solutions without apportioning blame;
 - 8.1.2 is based on mutually beneficial outcomes;
 - 8.1.3 treats the Partners as equal parties in the dispute resolution process; and
 - 8.1.4 contains a mutual acceptance that adversarial attitudes waste time and money.
- 8.2 If a problem, issue, concern or complaint comes to the attention of a Partner in relation to the Objectives, Principles or any matter in this Agreement and is appropriate for resolution between the Commissioners and the Providers such Partner shall notify the other Partners and the Partners each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion within 20 Operational Days of such matter being notified.
- 8.3 Any Dispute arising between the Partners which is not resolved under Clause 8.2 above will be resolved in accordance with Schedule 5 (*Dispute Resolution Procedure*).
- 8.4 If any Partner receives any formal enquiry, complaint, claim or threat of action from a third party relating to this Agreement (including, but not limited to, claims made by a supplier or requests for information made under the FOIA relating to this Agreement) the receiving Partner will liaise with the Integrated Care Partnership Group as to the contents of any response before a response is issued.

SECTION B: OPERATION OF AND ROLES IN THE SYSTEM

9. RESERVED MATTERS

- 9.1 The Partners acknowledge that each of the Commissioners is required to comply with certain statutory duties as statutory commissioners. Consequently, the Commissioners each reserve the matters set out in Clause 9.2 for their respective determination as they see fit in accordance with Clause 9.3.
- 9.2 Each of the Commissioners shall be free to determine the following Reserved Matters:
- 9.2.1 making any decision or action where necessary to ensure compliance with their respective statutory duties, including the powers and responsibilities conferred

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on each of the Commissioners respectively by Law, its constitution or the Section 75 Agreement; or

9.2.2 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.

9.3 The Partners agree that:

9.3.1 the Reserved Matters are limited to the express terms of Clause 9.2 above; and

9.3.2 the Integrated Care Partnership Group may not make a final recommendation on any of the matters set out in Clause 9.2 above, which are reserved for determination by either Commissioner respectively.

9.4 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 Integrated Care Partnership Group in respect of their proposed determination of a Reserved Matter in line with the Objectives and the Principles.

10. TRANSPARENCY

10.1 The Partners will provide to each other all information that is reasonably required in order to deliver the Priority Programmes and implement the ICP Development Plan in line with the Objectives.

10.2 The Partners have responsibilities to comply with Law (including Competition Law). The Partners 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 Integrated Care Partnership Group and the Integrated Care Delivery Group will each ensure that the exchange of Competition Sensitive Information will be restricted to circumstances where:

10.2.1 it is essential;

10.2.2 it is not exchanged more widely than necessary;

10.2.3 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

10.2.4 it may not be used other than to achieve the Objectives in accordance with the Principles.

10.3 The Commissioners will make sure that the Integrated Care Delivery Group establishes 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 Objectives and for no other purpose whatsoever so that the Partners do not breach Competition Law.

- 10.4 It is accepted by the Partners that the involvement of the Providers in the governance arrangements for the ICP 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.
- 10.5 Notwithstanding Clause 10.4 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.

11. OBLIGATIONS AND ROLES OF THE PARTIES

Commissioners' obligations and role

11.1 Each Commissioner will:

- 11.1.1 help to maintain and further develop an environment that encourages collaboration between the Providers;
- 11.1.2 provide clarity on the resources available for Barnsley from their organisations clearly articulating health, care and support outcomes for the Providers, performance standards, scope of services and technical requirements;
- 11.1.3 support the Providers in developing links to other relevant services;
- 11.1.4 comply with their statutory duties;
- 11.1.5 seek to commission the services within the Priority Programmes in an integrated, effective and streamlined way to meet the Objectives and in accordance with the Principles;
- 11.1.6 work collaboratively with the Providers to develop the ICP approach for the Priority Programmes and implement the ICP Development Plan.

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Providers' obligations and role

11.2 Each Provider will:

- 11.2.1 act collaboratively and in good faith with each other in accordance with the Law and Good Practice to achieve the Objectives, having at all times regard to the best interests of the Population;
- 11.2.2 co-operate fully and liaise appropriately with each other Provider in order to ensure a co-ordinated approach to promoting the quality of patient care and so as to achieve continuity in the provision of services within the Priority Programmes that avoids inconvenience to, or risk to the health and safety of, Service Users, employees of the Providers or members of the public; and
- 11.2.3 through high performance and collaboration, unlock and generate enhanced innovation and better outcomes and value for the Population in line with the Objectives.

11.3 Each Provider acknowledges and confirms that:

- 11.3.1 it remains responsible for performing its obligations and functions for delivery of services to the CCG and/or the Council in accordance with its Services Contracts;
- 11.3.2 it will be separately and solely liable to the CCG or the Council (as applicable) under its own Services Contracts;
- 11.3.3 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
- 11.3.4 it will work collaboratively with the Commissioners and the other Providers to develop the ICP approach for the Priority Programmes and implement the ICP Development Plan.

SECTION C: GOVERNANCE ARRANGEMENTS

12. BARNSLEY INTEGRATED CARE PARTNERSHIP GOVERNANCE

- 12.1 In addition to the Partners' own Boards / Cabinet / Governing Body, which shall remain accountable for the exercise of each of the Partners' respective functions, the governance structure for the ICP arrangements will comprise:

- 12.1.1 the Barnsley Integrated Care Partnership Group (ICPG); and

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12.1.2 the Barnsley Integrated Care Delivery Group (ICDG).

12.2 The diagram in Schedule 4 (*Governance*) sets out the governance structure and the links between the various groups in more detail.

Barnsley Integrated Care Partnership Group (ICPG)

12.3 The ICPG reports to Partner organisation boards and is the group responsible for:

12.3.1 overseeing the ICP arrangements under this Agreement;

12.3.2 reporting to Partner organisations on progress against the Objectives; and

12.3.3 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 Barnsley.

12.4 The ICPG will act in accordance with its terms of reference set out in Schedule 4 Part 1 and will:

12.4.1 provide visible leadership, direction and commitment to the Vision and Objectives for developing integrated care in Barnsley and ensuring effective governance, communication and delivery of the Objectives;

12.4.2 work together to achieve the Objectives through providing strategic and operational oversight, developing new models of joined up services;

12.4.3 providing shared responses to the South Yorkshire & Bassetlaw ICS on strategic developments including through nomination of ICP representatives to attend governance groups at ICS level as required;

12.4.4 produce shared communications;

12.4.5 develop shared strategies to enable the achievement of the Vision and Objectives;

12.4.6 develop a shared understanding of collective finances across the Partners with the aim of shared management of financial risk, and consider investment decisions across the ICP;

12.4.7 oversee and inform the work of the ICDG; and

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12.4.8 have regard to the strategy developed by the Barnsley Health and Wellbeing Board; and

12.4.9 discharge the functions set out in its terms of reference, to the extent that they are not set out in this Clause 12.4.

Barnsley Integrated Care Delivery Group

12.5 The ICDG is the group responsible for the oversight and delivery of the Priority Programmes. The ICDG will report to the ICPG, acting in accordance with its Terms of Reference set out in Schedule 4 (*Governance*) Part 2 and will:

Comment [EV3]: ToR being drafted

12.5.1 [TBC;

12.5.2 discharge the functions set out in its terms of reference, to the extent that they are not set out in this Clause 12.5.

Comment [EV4]: TBC in line with TORs

12.6 The Partners will communicate with each other clearly, directly and in a timely manner to ensure that the Partners (and their representatives) present at the ICPG and the ICDG are able to represent their nominating organisations to enable effective and timely recommendations to be made in relation to the Priority Programmes and the ICP Development Plan.

12.7 Each Partner must ensure that its appointed members of the ICPG and the ICDG (or their appointed deputies/alternatives) attend all of the meetings of the relevant group and participate fully and exercise their rights on a Best for Barnsley basis and in accordance with Clause 5 (*Objectives*) and Clause 7 (*Principles*).

12.8 The Partners agree that, in line with the ICP Development Plan, the governance arrangements set out in this Clause 12 will be further refined over the Initial Term. A key principle agreed by the Partners is that the chair of the place-based partnership board (whether the ICPG or otherwise) for Barnsley in place by April 2022 will rotate between the Partner organisations.

13. CONFLICTS OF INTEREST

13.1 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality the Partners agree to share all information relevant to the achievement of the Objectives in an honest, open and timely manner.

13.2 The Partners will:

13.2.1 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 operation of the ICPG or the ICDG immediately upon becoming aware of the

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conflict of interest whether that conflict concerns the Partner or any person employed or retained by them for or in connection with the performance of this Agreement;

13.2.2 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 Partners) before they participate in any decision in respect of that matter; and

13.2.3 use best endeavours to ensure that their representatives on the ICPG and the ICDG also comply with the requirements of this Clause 13 when acting in connection with this Agreement.

SECTION D: FINANCIAL PLANNING

14. PAYMENTS

- 14.1 The Partners will continue to be paid in accordance with the mechanism set out in their respective Services Contracts.
- 14.2 The Partners have not agreed as at the Commencement Date to share risk or reward.
- 14.3 The Partners will work together during the Initial Term to consider the further development of system financial principles in accordance with the principles contained within the terms of reference of the Efficiency Executive (as set out in Part 3 of Schedule 4), including potential risk/reward sharing mechanisms.

SECTION E: FUTURE DEVELOPMENT OF THE ICP

15. ICP DEVELOPMENT PLAN

- 15.1 The Partners 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 Barnsley ICP able to receive and make decisions about Barnsley's resource allocation, the initial draft of which is set out in Schedule 3 (*ICP Development Plan*). The areas for development set out in the ICP Development Plan have been identified by the Partners 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 Barnsley by April 2022. The Partners 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.

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SECTION F: GENERAL PROVISIONS

16. EXCLUSION AND TERMINATION

16.1 A Provider may be excluded from this Agreement on notice from the Commissioners (acting in consensus) in the event of:

16.1.1 the termination of their Services Contract; or

16.1.2 an event of Insolvency affecting them.

16.2 A Partner may withdraw from this Agreement by giving not less than 6 months' written notice to each of the other Partners' representatives.

16.3 A Partner may be excluded from this Agreement on written notice from all of the remaining Partners in the event of a material or a persistent breach of the terms of this Agreement by the relevant Partner which has not been rectified within 30 days of notification issued by the remaining Partners (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 Partner.

16.4 The ICPG may resolve to terminate this Agreement in whole where:

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

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

16.5 Where a Provider is excluded from this Agreement, or withdraws from it, the excluded or withdrawing (as relevant) Partner shall procure that all data and other material belonging to any other Partner shall be delivered back to the relevant Partner or deleted or destroyed (as instructed by the relevant Partner) as soon as reasonably practicable.

17. INTRODUCING NEW PROVIDERS

Additional parties may become parties to this Agreement on such terms as the Partners shall jointly agree in writing, acting at all times on a Best for Barnsley basis. Any new Partner will be required to agree in writing to the terms of this Agreement before admission.

18. LIABILITY

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

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19. VARIATIONS

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

20. CONFIDENTIALITY AND FOIA

- 20.1 Each Partner shall keep confidential all Confidential Information that it receives from the other Partners except to extent 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 Partner to this Agreement.
- 20.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Partner or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights which a Partner may have in respect of such Confidential Information.
- 20.3 The Partners agree to procure, as far as is reasonably practicable, that the terms of this Clause 20 (*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.
- 20.4 Nothing in this Clause 20 (*Confidentiality and FOIA*) will affect any of the Partners' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.
- 20.5 The Partners acknowledge that some of them are subject to the requirements of the 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 Partner which is subject to FOIA is able to comply with their statutory obligations.

21. INTELLECTUAL PROPERTY

- 21.1 In order to develop and deliver the arrangements under this Agreement in accordance with the Principles each Partner grants each of the other Partners 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 Partner's obligations under this Agreement.
- 21.2 If any Partner creates any new Intellectual Property through the development and delivery of the arrangements under this Agreement, the Partner which creates the new Intellectual Property will grant to the other Partners a fully paid up, non-exclusive licence to use the new Intellectual Property for the sole purpose of the fulfilment of that

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Partner's obligations and the development and delivery of the arrangements under this Agreement.

22. GENERAL

- 22.1 Any notice or other communication given to a Partner under or in connection with this Agreement shall be in writing, addressed to that Partner at its principal place of business or such other address as that Partner may have specified to the other Partner 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.
- 22.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 22.1 above; 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.
- 22.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Partners, constitute any Partner the agent of another Partner, nor authorise any Partner to make or enter into any commitments for or on behalf of any other Partner except as expressly provided in this Agreement.
- 22.4 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 Partner has executed at least one counterpart.
- 22.5 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 Partners irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 22.6 A person who is not a Partner to this Agreement shall not have any rights under or in connection with it.

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

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Signed by [insert]

.....

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

[]

Signed by [insert]

.....

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

[]

Signed by [insert]

.....

for and on behalf of **BARNSELY HOSPITAL NHS
FOUNDATION TRUST**

[]

Signed by [insert]

.....

for and on behalf of **SOUTH WEST YORKSHIRE
PARTNERSHIP NHS FOUNDATION TRUST**

[]

Signed by [insert]

.....

for and on behalf of **BARNSELY HEALTHCARE
FEDERATION**

[]

Signed by [insert]

.....

for and on behalf of **HEALTHWATCH BARNSELY**

[]

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Signed by [insert]

for and on behalf of **BARNSLEY HOSPICE** []

Signed by [insert]

for and on behalf of **BARNSLEY COMMUNITY AND
VOLUNTARY SERVICES SECTOR** []

DRAFT

SCHEDULE 1

Definitions and Interpretation

1. The following words and phrases have the following meanings:

Agreement	this agreement incorporating the Schedules.
Best for Barnsley	best for the achievement of the Objectives and the Outcomes for the Barnsley population on the basis of the 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 Partner, its intellectual property rights or its business or which a Partner has indicated would cause that Partner 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	Confidential information which is owned, produced and marked as Competition Sensitive Information by one of the Partners and which that Partner properly considers is of such a nature that it cannot be exchanged with the other Partners 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 Partner, 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.
Dispute	any dispute arising between two or more of the Partners in connection with this Agreement or their respective rights and obligations under it.
Dispute Resolution Procedure	the procedure set out in Schedule 5 for the resolution of disputes which are not capable of resolution under Clause 8 (<i>Problem Resolution and Escalation</i>).
Efficiency Executive	the Efficiency Executive, the terms of reference for which are set out in Part 3 of Schedule 4 (Governance).
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 Services Contracts), as appropriate.
ICDG	the Integrated Care Partnership Delivery Group, the terms of reference for which are set out in Part 2 of Schedule 4 (<i>Governance</i>).
ICP	Integrated Care Partnership.
ICPG	the Barnsley Integrated Care Partnership Group, the terms of reference for which are set out in Part 1 of Schedule 4 (<i>Governance</i>).
ICP Development Plan	the initial ICP Development Plan set out in Schedule 3 (<i>ICP Development Plan</i>).
ICS	Integrated Care System.
Initial Term	the period from and including the Commencement Date until 31 March 2023.
Insolvency	(as may be applicable to each Partner) a Partner 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 NHS Standard Contract for NHS healthcare services as published by NHS England from time to time.
Objectives	the objectives for the ICP set out in Clause 6.1.
Operational Days	a day other than a Saturday, Sunday or bank holiday in England.
Population	the population of Barnsley covered by each of the Commissioners.
Principles	the principles for the ICP set out in Clause 7.
Reserved Matter	has the meaning set out in Clause 9.2.
Section 75 Agreement	the agreement entered into by the Commissioners 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 Barnsley 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 Services Contract.

Services Contract	a contract entered into by one of the CCG or the Council and a Provider for the provision of Services, and references to a Services Contract include all or any one of those contracts as the context requires.
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SCHEDULE 2

Priority Programmes

The Partners have identified the Priority Programmes during the Initial Term (as may be agreed and amended from time to time) as:

Comment [EV5]: To be inserted once finalised.

SCHEDULE 3

[ICP Development Plan 2021/22]

1. The Partners 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.]

Comment [EV6]: To be inserted once finalised.

SCHEDULE 4

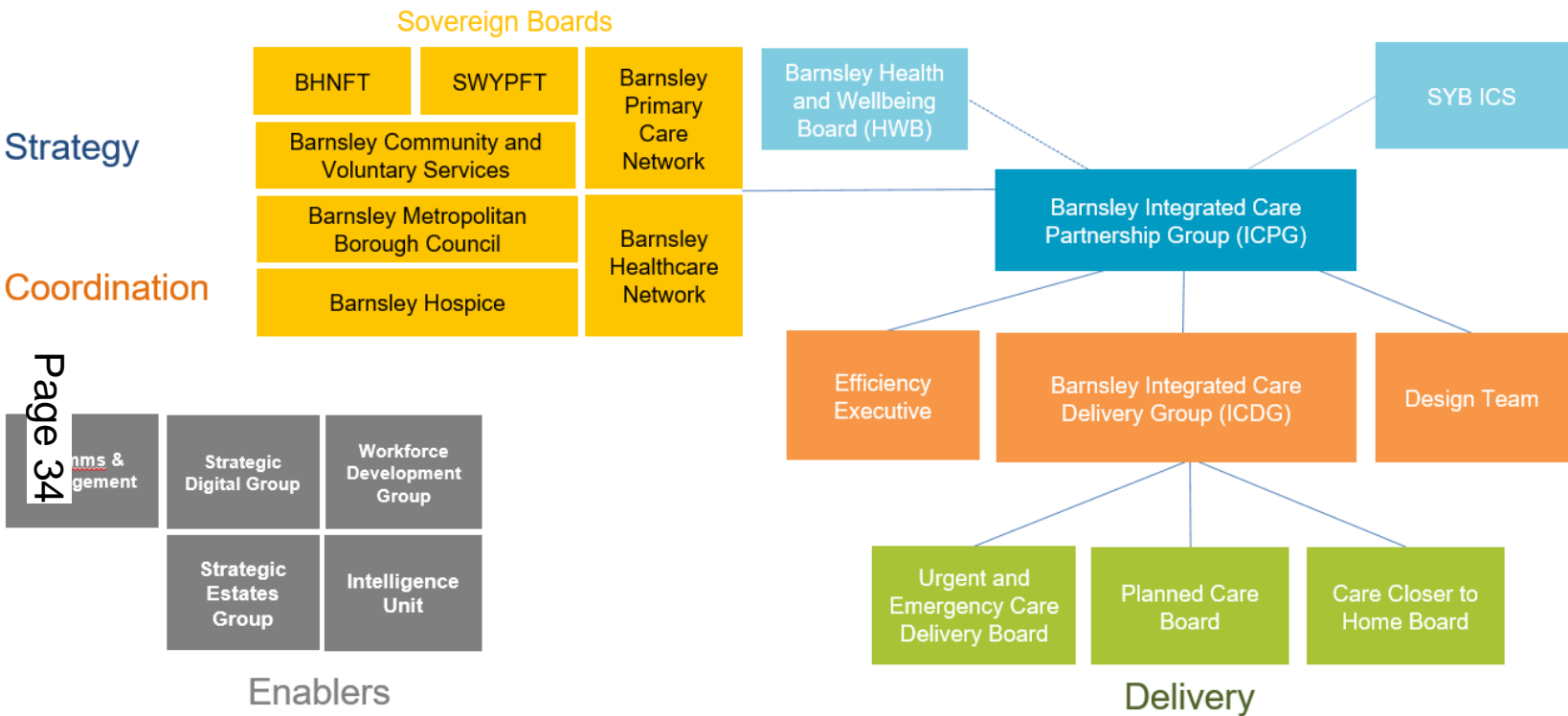
Governance

This Schedule 4 sets out the governance arrangements for the ICP under this Agreement.

The diagram below summarises the governance structure which the Partners have agreed to establish and operate from the Commencement Date, to provide oversight of the development and implementation of the ICP approach and the arrangements under this Agreement.

This Schedule also contains the terms of reference for the ICPG and the ICDG.

Overview of the Barnsley ICP governance model



Part 1 – Barnsley Integrated Care Partnership Group - Terms of Reference



Barnsley ICP Group
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Part 2 – Barnsley Integrated Care Delivery Group – Terms of Reference

[TO BE INSERTED]

Part 3 – Barnsley Efficiency Executive – Terms of Reference



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SCHEDULE 5

Dispute Resolution Procedure

1. Avoiding and Solving Disputes

- 1.1 The Partners commit to working cooperatively to identify and resolve issues to the Partners' mutual satisfaction so as to avoid all forms of dispute or conflict in performing their obligations under this Agreement. Accordingly the Partners will look to collaborate and resolve differences under Clause 8 (*Problem Resolution and Escalation*) of this Agreement prior to commencing this procedure.
- 1.2 The Partners believe that by focusing on their agreed Objectives and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the ICP arrangements set out in this Agreement.
- 1.3 The Partners 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 relevant Partners' representatives shall meet with the aim of resolving the Dispute to the mutual satisfaction of the relevant Partners. If the Dispute cannot be resolved by the relevant Partners' representatives within 10 Operational Days of the Dispute being referred to them, the Dispute shall be referred to senior officers of the relevant Partners, such senior officers not to have had direct day-to-day involvement in the matter and having the authority to settle the Dispute. The senior officers shall deal proactively with any Dispute on a Best for Barnsley basis in accordance with this Agreement so as to seek to reach a unanimous decision.
- 1.5 The Partners agree that the senior officers may, on a Best for Barnsley basis, determine whatever action it believes is necessary including the following:
 - 1.5.1 If the senior officers cannot resolve a Dispute, they may agree by consensus to select an independent facilitator to assist with resolving the Dispute; and
 - 1.5.2 The independent facilitator shall:
 - (i) be provided with any information he or she requests about the Dispute;
 - (ii) assist the senior officers to work towards a consensus decision in respect of the Dispute;

- (iii) regulate his or her own procedure;
- (iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Operational Days of the independent facilitator being appointed; and
- (v) have its costs and disbursements met by the Partners in Dispute equally.

1.5.3 If the independent facilitator cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 5 and only after such further consideration again fails to resolve the Dispute, the Partners may agree to:

- (i) terminate this Agreement in accordance with Clause 16.1.1; or
- (ii) agree that the Dispute need not be resolved.

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