

BARNSELY PLACE AGREEMENT

DATE

24 October

2022

1. NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD
2. BARNSELY METROPOLITAN BOROUGH COUNCIL
3. BARNSELY HOSPITAL NHS FOUNDATION TRUST
4. SOUTH WEST YORKSHIRE PARTNERSHIP NHS FOUNDATION TRUST
5. BARNSELY HEALTHCARE FEDERATION
6. BARNSELY HOSPICE
7. BARNSELY COMMUNITY AND VOLUNTARY SERVICES

BARNSELY PLACE AGREEMENT FOR THE BARNSELY PLACE PARTNERSHIP

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Overarching Note – Barnsley Place Agreement

This Agreement provides an overarching framework for the continued development of a place-based 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 Partnership Board and the Place Partnership 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 Place Partnership (“Place Partnership”) as at the Commencement Date.

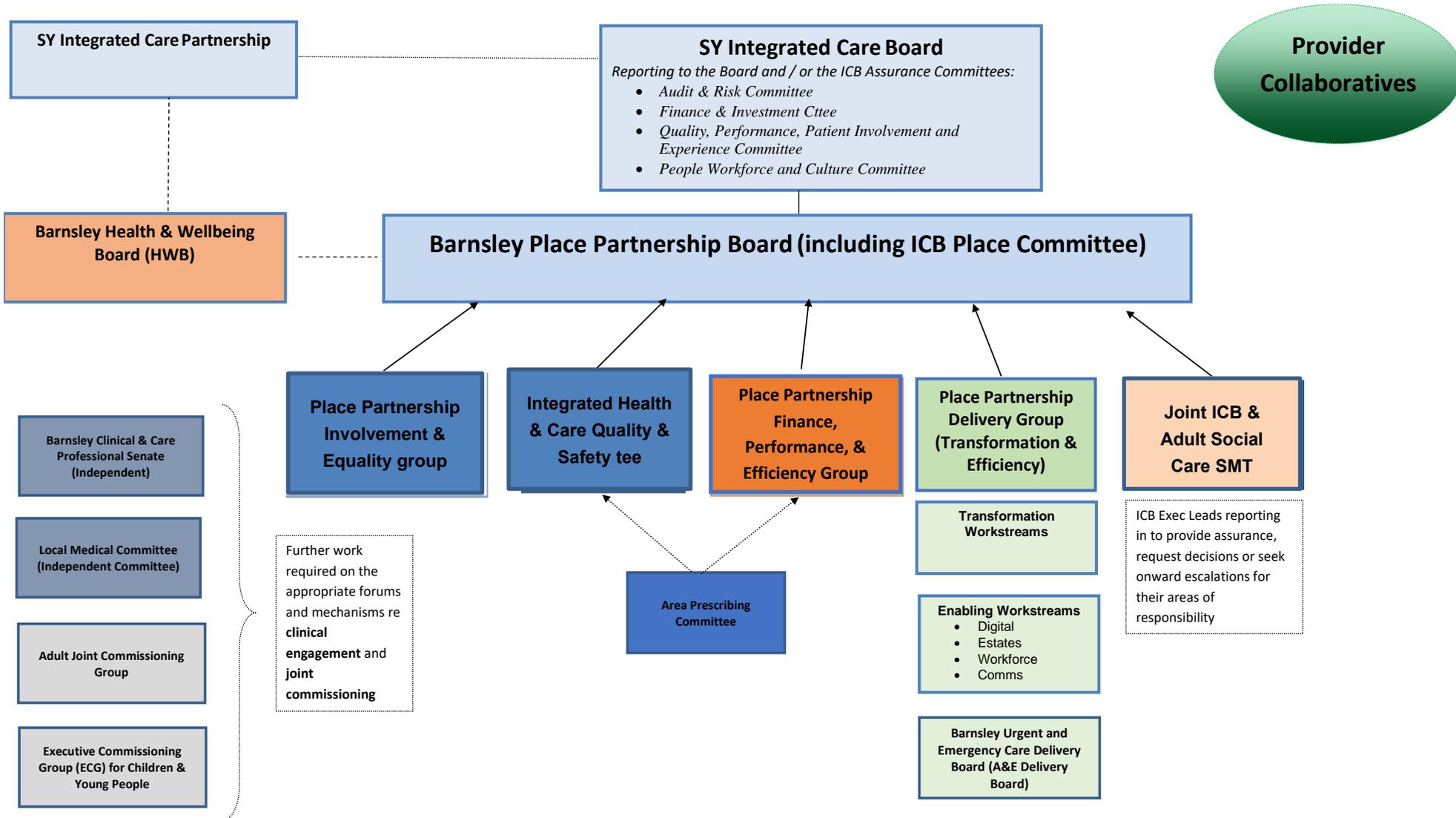
This Agreement is designed to work alongside existing NHS Standard Contracts (commonly the Services Contract) and arrangements for the delivery of non-NHS care, support and community services via the Council to the extent such services are within the scope of the Agreement. The Agreement is only intended 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 Place Partnership approach to ultimately include requirements in relation to population health outcomes, risk/gain share, financial and contract management and regulatory requirements, as may be agreed between the Partners. The Partners acknowledge that 2022/23 will be a transitional year during which they will work together through this Agreement to implement a development plan to create a thriving Place Partnership for Barnsley which enables provider collaboration where this aligns with the Place Partnership vision and objectives, and the Barnsley Health and Care Plan.

The Partners will review progress made against the Place Development Plan and the terms of this Agreement on a half yearly basis and/or 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.

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FIGURE 1 – BARNSLEY PLACE PARTNERSHIP



BARNLSLEY PLACE AGREEMENT

DATE:

2022

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

1. **NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD** of 722 Prince of Wales Road, Sheffield, S9 4EU ("**ICB**");
2. **BARNLSLEY METROPOLITAN BOROUGH COUNCIL** of 1 Westgate, Western Street, Barnsley, S70 2DR ("**Council**");
3. **BARNLSLEY 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. **BARNLSLEY HEALTHCARE FEDERATION COMMUNITY INTEREST COMPANY** (Registered Company No: 09651047) of Oaks Park Primary Care Centre, Thornton Road, Barnsley, S70 3NE ("**BHF**");
6. **BARNLSLEY HOSPICE** (Registered Charity No: 700586) of Church Street, Barnsley, S75 2RL ("**BH**"); and
7. **BARNLSLEY COMMUNITY AND VOLUNTARY SERVICES** of Pontefract Road, Barnsley, S71 5PN ("**CVS**");

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

The ICB 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**".

BHNFT, 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 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.
- (B) Pursuant to the Health and Care Act 2022, on the Commencement Date the ICB was

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established as a statutory body and NHS Barnsley Clinical Commissioning Group was dissolved and its functions transferred to the ICB. In line with the principle of subsidiarity, the ICB has delegated certain of its functions to be exercised on its behalf by the Place Partnership through the governance arrangements set out in this Agreement.

- (C) The Partners will focus on delivery of the Barnsley Health and Care Plan to work towards specific outcomes over the term. Changes or additions to the Health and Care Plan 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. The Place Partnership governance framework will enable the Providers to collaborate in order to identify opportunities for service improvement or redesign in relation to the Health and Care Plan where such opportunities align with the Barnsley Place Partnership vision and objectives.
- (D) In light of the Health and Care Act 2022, the Partners recognise that from the Commencement Date 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 Place Partnership ready to manage Barnsley resources together for the benefit of the Barnsley population. This programme of work will be set out in a Place Partnership Development Plan to be developed and agreed by the Partners within 3 months of the Commencement Date.
- (E) The Partners acknowledge that the delivery and development of the Place Partnership will rely on the Partners working collaboratively rather than separately to plan financially sustainable methods of delivering integrated, population-focused services in furtherance of the Health and Care Plan and the Place Partnership Development Plan.
- (F) 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 ICB 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.
- (G) This Agreement sets out the key terms that the Partners have agreed, including:
 - a) the key principles that the Partners will comply with in working together through the Place Partnership;
 - b) the key objectives for the development and delivery of the Health and Care Plan; and
 - c) the governance structures underpinning the Place Partnership.

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- (H) This Agreement is intended to work alongside:
- a) the Services Contracts; and
 - b) the Section 75 Agreement between the ICB 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 Place Partnership through which to identify and respond to the health and care needs of the Barnsley population, and deliver integrated health, support and community care to develop and ultimately deliver improved health and care outcomes for the people of Barnsley.
- 2.2 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 2.3 below, this Agreement shall not be legally binding. The Partners each enter into this Agreement intending to honour all of their respective obligations.

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- 2.3 This Clause 2.3, Clauses 10 (*Transparency*), 17 (*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 Partners.
- 2.4 Each of the Providers has one or more individual Services Contracts (or where appropriate combined Services Contracts) with the ICB or the Council. 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.

4. DURATION AND REVIEW

- 4.1 This Agreement shall take effect on the Commencement Date (1 July 2022) and will continue in full force and effect until its expiry on 31 March 2024 (the “**Initial Term**”), unless and until terminated in accordance with the terms of this Agreement.
- 4.2 Prior to 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 Partners agree in writing that the term of the Agreement will 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 Place Partnership Development Plan (once agreed) and the terms of this Agreement on a half yearly basis and/or at such intervals as may be agreed between the Partners and the Partners may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 18 (*Variations*).

SECTION A: VISION, OBJECTIVES AND PRINCIPLES

5. THE VISION

- 5.1 The Partners have agreed to work towards a common vision for the Place Partnership 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.

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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;
 - 6.1.6 Work towards becoming a thriving Place Partnership in accordance with the Place Partnership Development Plan for 2022/23 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 Place Partnership 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 Place Partnership.
- 7.2 The Partners agree that the successful delivery of the Place Partnership 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:

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- 7.3.1 Aim for better health and wellbeing for the whole population, better quality care for all patients and sustainable services for the taxpayer alongside the reduction of health inequalities (the “quadruple aim”);
- 7.3.2 Play our part in social and economic development and environmental sustainability of Barnsley and the wider South Yorkshire region;
- 7.3.3 Commit to making decisions at the right level and with the relevant partners at the Place Partnership level to deliver the Place Partnership vision and the Shared Purpose and benefit the population of Barnsley and the wider South Yorkshire region. Decisions should not adversely affect the outcomes or equity for populations within Barnsley or the ICS;
- 7.3.4 Ensure that the children’s, young people and families’ agenda is a key element of the Place Partnership’s work;
- 7.3.5 Support each other and work collaboratively to take decisions at the most local level as close as possible to the communities that we affect whether that be system, place or neighbourhood (subsidiarity);
- 7.3.6 Develop collaborative system leadership encompassing health, social care and wider system partners to deliver the Place Partnership vision and 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 Place Partnership vision and the Shared Purpose;
- 7.3.7 Strengthen clinical and professional leadership including general practitioners as expert generalists with the patient;
- 7.3.8 Enable the leadership role of citizens, communities and voluntary sector;
- 7.3.9 Strengthen the links between neighbourhoods, Place and the ICS and demonstrate inclusivity and shared ownership;
- 7.3.10 Make time and other resources available to develop the Place Partnership and deepen working relationships between the Partners at all levels;
- 7.3.11 Be transparent with each other and the people of Barnsley and the wider South Yorkshire area around decisions and appointments;
- 7.3.12 Use the best available data to inform priorities and decision-making;

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- 7.3.13 Look for simplicity and effectiveness in any Place Partnership structures and governance and follow the rule of form following function;
- 7.3.14 Act with honesty and integrity and trust that each other will do the same. This includes each Partner being open about the interests of their organisation and any disagreement they have with a proposal or analysis. The Partners will assume that each acts with good intentions;
- 7.3.15 Work to understand the perspective and impacts of their decisions on other parts of the health and social care system;
- 7.3.16 Adopt an asset based approach that is citizen-led, relationship orientated, asset based, place-based and inclusion focussed;
- 7.3.17 Provide a proactive and person-centred approach that empowers patients and addresses people's needs;
- 7.3.18 Improve quality and efficiency of services through sharing records, data and information including integrated information management and technology;
- 7.3.19 Support the delivery of more enhanced and specialised services in the community where appropriate;
- 7.3.20 Neighbourhood focus for delivery of services whilst ensuring services are wrapped around patients and aligned to GP practices;
- 7.3.21 Focus on self-care to promote independence and reduce pressures on the health and care system;
- 7.3.22 Focus on prevention including the wider determinants of health and understanding the perspective and impacts of our decision on other parts of the health and social care system;
- 7.3.23 Maximise the agreed outcomes within the resources available to deliver best possible value for the Barnsley pound;
- 7.3.24 Promote and strive to adhere to the Nolan Principles of public life (selflessness, integrity, objectivity, accountability, openness, honesty and leadership);
- 7.3.25 Being accountable to each other for the performance of respective roles and responsibilities for the Place Partnership and the ICS, in particular where there is an interface with other Partners;

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- 7.3.26 Communicating openly about major concerns, issues or opportunities relating to this Agreement and adopt transparency as a core value, including through open book reporting and accounting, subject always to appropriate treatment of Commercially Sensitive Information if applicable;
 - 7.3.27 Having conversations about supporting the wider health and care system, not just furthering our own organisation's interests;
 - 7.3.28 Undertaking more aligned decision-making across the Partners and trying to commission and deliver services in an integrated way wherever reasonably possible;
 - 7.3.29 Using insights from data to inform decision making;
 - 7.3.30 Engaging positively with other partners in other geographies in pursuit of the aim described at 7.3.1 and effective planning and delivery;
 - 7.3.31 Ensuring that problems are resolved where possible rather than being moved around the system; and
 - 7.3.32 Acting promptly. Recognising the importance of integrated working and the Place Partnership and responding to requests for support from other Partners,
- and 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 each Partner as an equal party 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 Partners such Partner shall notify the other Partners and the

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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 3 (*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 Place Partnership Board 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 agree and acknowledge that nothing in this Agreement shall operate as to require them to make any decision or act in anyway which shall place any Partner in breach of:

9.1.1 Law;

9.1.2 any Services Contract or the Section 75 Agreement;

9.1.3 any specific Department of Health and Social Care or NHS England policies;

9.1.4 if applicable its constitution; any terms of its NHS provider licence; its registration with the CQC; the terms of reference of the Partnership Board; or any legislative requirements including the NHS Act 2006 (as amended); and

9.1.5 any term of a non-NHS party's legal constitution or other legally binding agreement or governance document of which specific written notice has been given to the Partners prior to the date of the Agreement,

and the Partnership Board will not make a final recommendation which requires any Partner to act as such.

10. TRANSPARENCY

- 10.1 Subject to Clause 10.4, the Partners will provide to each other all information that is reasonably required in order to deliver the Health and Care Plan and implement the Place Partnership Development Plan in line with the Objectives.

- 10.2 The Partners have responsibilities to comply with Law (including where applicable 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 Partnership Board and the Place Partnership

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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 Place Partnership 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 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 Place Partnership is likely to give rise to situations where information will be generated and made available to the Providers which could potentially 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 ICB 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 Place Partnership, other than as a result of a breach of this Agreement, does not preclude the ICB and the Council (where acting as a commissioner) from running a fair competitive procurement in accordance with their legal obligations. A Provider shall not be obliged to provide any information which in its reasonable opinion would provide any other Partner with an unfair advantage in any competition or would distort competition.
- 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.

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SECTION C: GOVERNANCE ARRANGEMENTS

11. GOVERNANCE

11.1 The governance structure for the Place Partnership is set out in the diagram in Schedule 2 and includes the following:

11.1.1 the Partnership Board; and

11.1.2 the System Groups.

Partnership Board

11.2 The Partnership Board in practice carries out two roles:

11.2.1 firstly, the Partnership Board has responsibility for aligning decisions on strategic policy matters made by Partners that are relevant to the Place Partnership. Where applicable, the Partnership Board may also make recommendations on matters that it has been asked to consider on behalf of a constituent Partner in the Place Partnership. Where the Partnership Board has been asked to consider matters on behalf of a Partner, the Partner organisation remains responsible for the exercise of its functions and nothing that the Partnership Board does shall restrict or undermine that responsibility. This work is referred to as “**Partnership Business**”; and

11.2.2 secondly, the Partnership Board sits as the ICB Place Committee for Barnsley (“**ICB Place Committee**”), which is a formal committee of the ICB. The ICB Place Committee is established as a committee of the ICB Board, in accordance with the ICB’s Constitution. The ICB Place Committee has delegated authority from the ICB Board to make decisions about the use of ICB resources in Barnsley in line with its remit, and otherwise support the ICB as set out in its terms of reference of Schedule 2. The decisions reached by the ICB Place Committee are decisions of the ICB, in line with the ICB’s Scheme of Reservation and Delegation. This work is referred to as “**ICB Business**”. When sitting as the ICB Place Committee, Partners must comply with ICB policies and procedures.

11.3 As far as possible, the Partners that are statutory bodies will exercise their respective statutory functions within the Partnership Board governance structure to the extent they are within the scope of these arrangements. This will be enabled:

11.3.1 for the ICB, through the Partnership Board sitting as the ICB Place Committee, as outlined above;

11.3.2 for other Partners that are statutory bodies, through those organisations granting delegated authority for decision making to specific individuals (for example a

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Partnership Board member) or to specific committees or other structures established by Partner organisations meeting as part of, or in parallel with, the Partnership Board; and

- 11.3.3 for Partners that are not statutory bodies, it is expected that as far as possible the individuals attending meetings of the Partnership Board will be formally authorised to take the decisions under consideration on behalf of their organisation.
- 11.4 The terms of reference at Part 2 of Schedule 2 apply to Partnership Business as at the Commencement Date. The terms of reference at Part 3 of Schedule 2 apply to the ICB Place Committee (ICB Business) as at the Commencement Date and can be found in the governance handbook issued by the ICB and available on the ICB website. The terms of reference for all governance groups may be updated by agreement of the Partners during the term or as otherwise stated in their terms.
- 11.5 Whether decisions are Partnership Business or ICB Business or a combination of the two, the aim will be to ensure that decisions reflect applicable national and local strategies and are taken in accordance with the Vision, Objectives and Principles for the Place Partnership.
- 11.6 The Partnership Board will report to Partner organisations and is the group responsible for:
- 11.6.1 overseeing the Place Partnership arrangements under the Agreement;
 - 11.6.2 reporting to the Health and Wellbeing Boards on progress against the Objectives; and
 - 11.6.3 liaising where appropriate with national stakeholders (including NHS England), to communicate the views of the Place Partnership on matters relating to integrated care in Barnsley.
- 11.7 The Partnership Board will act in accordance with its terms of reference set out in Schedule 2 as applicable.
- 11.8 A key principle agreed by the Partners is that the chair of the Partnership Board when undertaking Partnership Business will rotate between the Partner organisations.
- 11.9 Where agreed by the ICB and the Council the Partnership Board may meet in common with the joint commissioning governance arrangements between the ICB and the Council.

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System Groups

11.10 The System Groups are established by the Partnership Board and are responsible for developing a system-wide approach in their respective areas of focus. The System Groups established as at the Commencement Date are set out in the diagram at Schedule 2 and include:

11.10.1 the Place Partnership Involvement & Equality Group;

11.10.2 the Integrated Health & Care Quality & Safety Committee;

11.10.3 the Place Partnership Finance, Performance & Efficiency Group; and

11.10.4 the Place Partnership Delivery Group.

11.11 The System Groups will provide advice and assurance to the Partnership Board in their areas of focus and play a key role in driving improvement across the Place Partnership. The System Groups report to the Partnership Board and their terms of reference will be agreed by the Partners following the Commencement Date. The System Groups shall not be a committee of any Partner or any combination of Partners and each System Group shall operate as a collaborative forum.

11.12 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 Partnership Board and any System Groups are able to represent their nominating organisations to enable effective and timely recommendations to be made in relation to the Health and Care Plan and the Place Partnership Development Plan.

11.13 Each Partner must ensure that its appointed members of the Partnership Board and System Groups (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).

11.14 The Partners agree that the governance arrangements set out in this Clause 11 will be further refined over the Initial Term.

12. CONFLICTS OF INTEREST

12.1 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.

12.2 The Partners will:

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- 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 operation of the Partnership Board or the PPDG immediately upon becoming aware of the 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;
- 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 Partners) before they participate in any decision in respect of that matter; and
- 12.2.3 use best endeavours to ensure that their representatives on the Partnership Board and the PPDG also comply with the requirements of this Clause 12 when acting in connection with this Agreement.

SECTION D: FINANCIAL PLANNING

13. PAYMENTS

- 13.1 The Providers who provide services will continue to be paid in accordance with the mechanism set out in their respective Services Contracts.
- 13.2 The Partners have not agreed as at the Commencement Date to share risk or reward.
- 13.3 The Partners will work together during the Initial Term through the Finance, Performance and Efficiency Group to consider and bring forward a proposal to develop system financial principles including potential risk/reward sharing mechanisms.

SECTION E: FUTURE DEVELOPMENT OF THE PLACE PARTNERSHIP

14. PLACE PARTNERSHIP DEVELOPMENT PLAN

- 14.1 The Partners have agreed to work together to develop the Place Partnership Development Plan to enable maximum delegation to a weight-bearing Barnsley Place Partnership able to receive and make decisions about Barnsley's resource allocation. Once agreed, the Partners will keep the Place Partnership Development Plan under review through the governance structures set out in this Agreement and may agree to amend the Place Partnership Development Plan as required during the Initial Term, in line with policy direction and legislative developments.

BARNSELEY PLACE AGREEMENT

SECTION F: GENERAL PROVISIONS

15. EXCLUSION AND TERMINATION

15.1 A Partner may be excluded from this Agreement on notice from the other Partners (acting in consensus) in the event of:

15.1.1 the termination of their Services Contract; or

15.1.2 an event of Insolvency affecting them.

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

15.3 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.

15.4 The Partnership 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 Partners agree for this Agreement to be replaced by a formal legally binding agreement between them.

15.5 Where a Partner 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.

15.6 For the avoidance of doubt, individuals sitting as members of the Partnership Board may be removed and/ or may be prevented from participating in meetings in accordance with the terms of reference set out in Schedule 2.

16. INTRODUCING NEW PARTNERS

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.

BARNESLEY PLACE AGREEMENT

17. 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.

18. 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, provided always that the ICB will be able to amend the terms of reference for the ICB Place Committee and ICB Business set out in Schedule 2 without the need for approval from the other Partners.

19. CONFIDENTIALITY AND FOIA

19.1 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.

19.2 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.

19.3 The Partners 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 Partners' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.

19.5 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.

20. INTELLECTUAL PROPERTY

20.1 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-

BARNESLEY PLACE AGREEMENT

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.

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

21. GENERAL

21.1 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.

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 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.

21.3 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.

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 Partner 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 Partners irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

BARNSELY PLACE AGREEMENT

21.6 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.

Signed by [insert]

.....

for and on behalf of **NHS SOUTH YORKSHIRE
INTEGRATED CARE BOARD**

[]

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**

BARNSELY PLACE AGREEMENT

FEDERATION []

Signed by [insert]

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

Signed by [insert]

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

Healthwatch Barnsley is the independent consumer champion created to gather and represent the views of the public in Barnsley. As it does not exist as a separate legal entity, it is not a party to this Agreement and cannot be bound by the terms of this Agreement, but signs this Agreement below to confirm its support for the Place Partnership, its vision, objectives and principles, and agrees to participate in the Place Partnership governance structure.

Signed by [insert]

for and on behalf of **HEALTHWATCH BARNSELY** []

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	1 July 2022.
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 in accordance with the Health and Care Act 2022.
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 3 for the resolution of disputes which are not capable of resolution under Clause 0 (<i>Problem Resolution and Escalation</i>).
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.
Health and Care Plan	the Barnsley Health and Care Plan, available at [insert link] .
ICS	Integrated Care System.
Initial Term	the period from and including the Commencement Date until 31 March 2024.
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 Place Partnership set out in Clause 6.1.
Operational Days	a day other than a Saturday, Sunday or bank holiday in England.
Partnership Board	the Barnsley Place Partnership Board, the terms of reference for which are set out in Schedule 2 (Governance).
Place Partnership Development Plan	the Place Partnership Development Plan to be agreed between the Partners following the Commencement Date.
Place Partnership Delivery Group or PPDG	the Place Partnership Delivery Group, the terms of reference for which will be agreed by the Partners following the Commencement Date
Population	the population of Barnsley covered by each of the Commissioners.
Principles	the principles for the Place Partnership set out in Clause 7.
Reserved Matter	has the meaning set out in Clause Error! Reference source not found.
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 ICB 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.
Shared Purpose	the shared purpose of the South Yorkshire ICS to deliver the quadruple aim (better health, care, value and reduced inequalities) in order to improve population health outcomes and reduce health inequalities for the population of South Yorkshire.
System Groups	the system groups reporting into the Partnership Board, as referred to in Clause 11.10.

SCHEDULE 2

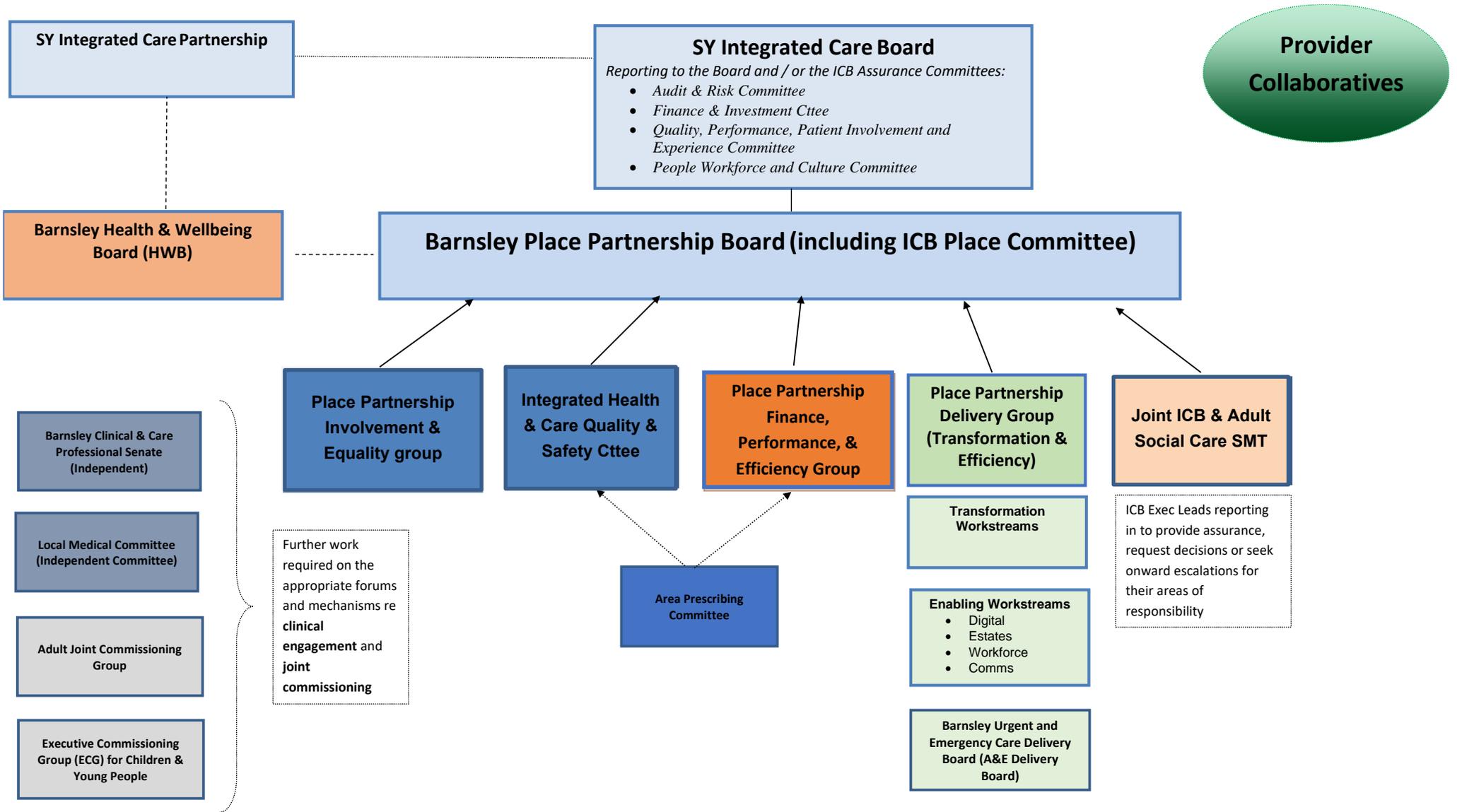
Governance

This Schedule 2 sets out the governance arrangements for the Place Partnership under this Agreement as at the Commencement Date.

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 Place Partnership approach and the arrangements under this Agreement.

This Schedule also contains the terms of reference for the Partnership Board. The terms of reference for other governance groups will be finalised and agreed by the Partners following the Commencement Date.

Overview of the Barnsley Place Partnership governance model



Barnsley Partnership Board - Terms of Reference

The Terms of Reference of the Barnsley Place Partnership Board received formal approval at its meeting on 24 November 2022 and are embedded below:



FINAL Barnsley
Partnership Board TO

SCHEDULE 3

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 0 (*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 Place Partnership 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 Place Partnership (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 or such longer period as may be agreed between the Partners in Dispute; 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 3 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 15.1.1; or
- (ii) agree that the Dispute need not be resolved.