KIRKLEES PROVIDER ALLIANCE
and NHS WY ICB

MEMORANDUM OF UNDERSTANDING

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1. Parties and Members

The Parties to this Agreement are:

(1) Kirklees Provider Alliance; and

(2) NHS West Yorkshire ICB

1.1 Kirklees Provider Alliance Members

- Calderdale and Huddersfield NHS Foundation Trust
- General Practice Representative/s
- Kirklees Metropolitan Borough Council
- Locala Health and Wellbeing
- Mid Yorkshire Teaching NHS Trust
- South West Yorkshire Partnership Teaching NHS Foundation Trust
- Voluntary and Community Sector Representative(s)
- NHS West Yorkshire ICB

2. Background

Place-Based Provider Partnerships (Partnership) are set to become a core delivery mechanism within England's Integrated Care System (ICS) architecture. They support the Integrated Care Systems as they provide a forum for providers to jointly plan and coordinate services, manage shared risks, support workforce sustainability, and contribute to delivery of Health and Wellbeing Strategies within places. This Memorandum of Understanding Agreement (Agreement) sets out the shared intent, principles, and arrangements through which partner organisations will collaborate at place, while retaining their individual statutory duties and organisational autonomy.

Legislative and national policy changes underpin this direction of travel, first laid out within the Health and Care Act 2022 which provided a legal framework for agencies to work together more easily. It placed a duty on the NHS to consider effects of their decisions on better health and wellbeing; quality of care for all patients and the sustainable use of NHS resources (triple aim). As part of these reforms Thriving places: guidance on the development of place-based partnerships defined a "place" as the level at which providers can best understand population need, reduce health inequalities, and design services around people rather than institutions.

The 10 Year Health Plan for England: fit for the future published July 2025 set out the reforms for the NHS operating model, including a significant opportunity for Providers to hold outcome-based contracts for a local population. This direction aligns with the key findings of the Darzi Review, which highlighted the importance of locking in the shift of care closer to home by hardwiring financial flows; simplification and innovative care delivery for neighbourhoods; drive productivity in hospitals; and tilt towards technology.

3. Introduction

3.1 Vision

Working collaboratively as a neighbourhood-enabled provider alliance, we will deliver integrated, person-centred care that, empowers the people of Kirklees to live their best lives, addressing health inequalities. Through stewardship of our collective resources, we will build stronger communities and a sustainable future.

3.2 Aims

- Build on the joint working and collaboration already in place through continuation of good partnership arrangements;
- Delivery of integrated neighbourhood health; and
- Transformation of pathways outside of hospital advocating a shift from hospital to home.

3.3 Objectives

i. **Improve Outcomes**: deliver better health, care, and wellbeing through integrated, person-centred services that focus on prevention and proactive care.

ii. **Tackle Inequalities & Promote Inclusion**: design services inclusively and in partnership ensuring the voices of people with lived experience helps shape priorities and delivery.

iii. **Drive Efficiency & Stewardship**: make best use of shared workforce, digital, and financial resources, acting as a trusted steward of the Kirklees Pound.

iv. **Strengthen Communities & Neighbourhoods**: enable primary care and community-led neighbourhood models to lead local delivery, supporting resilient communities and stronger partnerships.

~~v. **Contribute to the Wider System**: work at scale with Kirklees partners, aligning with Calderdale, Kirklees & Wakefield (CKW) integration, West Yorkshire priorities, and contributing to regional collaboratives such as WYAAT and the MHLDA.~~

In-scope approx. £112m

- ICB commissioned general community health services for adults and children;
- Current ICB contracts with VCSE services including adult hospices;
- ICB and LA commissioned services via s75 (Better Care Fund) and s256 (relevant budget lines – to be agreed);
- Expenditure within community mental health services; and
- General Practice contracts including discretionary spend.

3.4 Primary functions

i. **Integrated Leadership & Governance**: provides a leadership forum for NHS, social care, voluntary, and community sector (VCSE) providers in Kirklees. It will help transition local services into an integrated care system that can collectively plan, manage, and deliver health services more efficiently;

ii. **Collaborative Service Planning**: responsible for overseeing the development and implementation of shared priorities, aligned with national and regional health policies;

iii. **Operational Transformation**: drives local operational changes, such as co-designing governance and delivery models for future Local Accountable Care Systems (LACS), and identifying ways to reduce duplication in services, improve efficiency, and enhance outcomes;

iv. **Workforce and Digital Transformation**: by engaging in workforce development and digital transformation, the Alliance will promote a more agile and efficient system. This includes workforce planning, digital infrastructure development, and joint initiatives that improve care delivery across sectors; and

v. **Improvement of Health Outcomes**: a primary goal is to improve health outcomes by aligning care services and fostering collaboration among providers to meet the health and social needs of the community, with a strong focus on reducing inequalities. ~~and~~

~~vi. **Preparatory Role for CKW Provider Integration**: as a shadow collaborative, the Alliance lays the groundwork for Kirklees' participation in the future CKW Integrated Provider Board, helping to shape governance, reporting, and oversight models that could be rolled out at scale across the CKW region.~~

4. Status of this Agreement

The Parties have agreed to adopt a Memorandum of Understanding as set out in this Agreement.

For the avoidance of doubt this Agreement is not an NHS Contract pursuant to s.9 of the National Health Service Act 2006 and is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties.

The Parties enter into the Agreement intending to meet the purpose, aims and objectives of this Agreement whilst retaining their own statutory duties, responsibilities and all sovereignties.

A Partner may withdraw from this Agreement by giving not less than 6 months' written notice to each of the other Partners' representatives. A Partner may be excluded from this Agreement on notice from the other Partners (acting in consensus), in the event of:

- the termination of their Services Contract; or

- an event of Insolvency affecting them.

5. Implementation

This Agreement comes into effect on 1 April 2026 and remains in place until 31 March 2027 after which this Agreement will lapse unless reviewed and amended in accordance with Clause 5 (Review and Amend) below.

6. Review and Amendment

The Parties to this Agreement may, at any time on or before 31 March 2027, review and amend this Agreement. Any amendment(s) to this Agreement must be agreed by all Parties.

7. Purpose of this Agreement

The purpose of this Agreement is to improve outcomes for the benefit of patients, residents and service users across the Place.

i) The Parties working together for and on behalf of the people within the Place Provider Collaborative will work in an integrated way in a manner that embeds collaboration and joint working as the basis for delivery of services;

ii) Ensuring there is an associated operational work programme adopted that drives forward transformation between Parties to enable collaboration and joint working as the basis for delivery of services;

iii) Parties working together to reduce health inequalities and implement the England Neighbourhood Health Guidelines 2025/26 – NHS England published on 30 January 2025; and

iv) Ensuring there is a focus on prevention to support the Place-Based Provider Partnership in managing demand across the wider system in a collaborative and integrated way.

8. Aims and Objectives

8.1 Partnership Working and Leadership

- gain a full understanding of their individual responsibilities and those which require collaboration and co-operation to achieve shared objectives;

- develop and embrace leadership styles that embrace and embody the Values and Behaviors set out in this Agreement and consistently demonstrate the agreed values and behaviors of their Places;
- develop and agree non-clinical and clinical leadership principles and behaviours; and
- agree a contractual structure with general agreement on mutual and individual responsibilities.

8.2 Population and Health Management

- gain a full understanding of the actions that they can take individually and collectively, to address inequalities in service provision;
- agree actions to address inequalities, including prevention, and ensure these are built into transformation design;
- ensure population segmentation is being utilised to plan and deliver services at Place and Neighbourhood levels;
- ensure information governance is in place to ensure de-identified data for care design and re-identified data for clinical purposes;
- ensure VCSE organisations in the Place-Based Provider Partnership are part of both decision making, service delivery and design ensuring sustainability of the sector to support emerging neighbourhood models;
- ensure contracting supports shared accountability for improved patient outcomes;
- ensure costs and performance analysis is patient focused; and
- ensure data and information is clearly directed to support evidence of impact on required outcomes and clear processes to inform strategic commissioning intentions and contract outcomes.

8.3 Transformation and Delivery

To ensure that Transformation Programmes are:

- being scaled within the context of the local neighborhood health model and enabled through changes to the development of financial and people resource between providers within the Provider Alliance;
- enabled through the local implementation of Single Neighbourhood Provider and Multi-Neighbourhood Provider contracts;

And Transformation methodology includes:

- stakeholder engagement and NHS best possible value and LEAN approaches;

- an agreed evaluation methodology, which includes qualitative and quantitative metrics for assessing competing risks (e.g.: capacity and travel further vs access to excellent centre);

And Transformation delivers:

- the objectives and approach of the Placed-Based Provider Partnership uphold values and are aligned to the assumptions regarding the impact of possible situations and are rigorously tested;
- providers, services and/or clinical pathways which are designed to ensure adherence with relevant standards and accreditation schemes;
- an operating model which will enable Place-Based Provider Partnership to hold population/pathway-based contracts that span multiple care settings and multi-year time horizons; and
- clarity and agreement regarding the map of services and who is responsible for different elements of delivery which will form the basis of contractual structure and identify any gaps in required provision.

8.4 Financial and risk management principles

- ensure allocated funds for programmes of work are utilised effectively;
- the Place-Based Provider Partnership's operating model enables the Place to hold population, services or pathways-based contracts that span multiple care setting and multi-year time horizons;
- there is clear financial governance in the Place-Based Provider Partnership to support shared decision making/pooled budgets;
- able to demonstrate how financial savings have benefited the Place-Based Provider Partnership with the use of clear robust benefits realisations models;
- work has been undertaken to scope options and implications for existing Local Authority ("LA") commissioning arrangements and options and plans management of joint LA / WY ICB commissioning arrangements and associated pooled budgets;
- there has been formal agreement of each Place-Based Provider Partnership's contractual structure and format, and the role of each Place Based Provider Partnership Member has been identified, and consideration has been given in respect of a process for partners to join or leave the Place Based Provider Partnership;
- a dispute resolution mechanism has been established; and
- there is an understanding of where potential risk/gain share approaches could be utilised to mitigate, remove or reduce identified risks.

8.5 Communication and Engagement

- to review, with the involvement of local communities, the stakeholder map to ensure full representation of diversity of the population of Place;
- for a Place-Based Provider Partnership communications plan which is aligned to the system plan, and which sets out agreed key messages and supports joint messages around NHS provision;
- for Place-Based Provider Partnership Members to demonstrate how communication and engagement has influenced decision making and transformation design;
- data gathered from different stakeholders' sources is distilled and deployed within formal governance arrangements;
- for stakeholders to be involved in making strategic decisions on behalf of communities; and
- for the Place-Based Provider Partnership to have strong relationships within the WY ICB and the Regional Team, ensuring engagement with the development of strategic and operational plans.

8.6 Workforce and Capacity principles

- be on track in the delivery of its capacity and capability maturity plan and to have confirmed capacity and capability arrangements required to safely host, on behalf of the Place-Based Provider Partnership, the contract with the WY ICB;
- enable the operational delivery of the Paced-Based Provider Partnership Committee arrangement and undertake commissioning and contracting activities with the LA;
- ensure arrangements are in place for the teams and functions to transfer to the organisation(s) hosting the system and integrator function at the transition date of 1 April 2027;
- secure capacity and capabilities to the System Integrator via this Agreement with the WY ICB and other organisations where there are benefits in sharing existing partnership functions/joint ventures;
- establish a programme to align continuous improvement methodologies across partner organisations; and
- pool clinical governance.

8.7 Quality

In its role to arrange and deliver high quality care, the Place-Based Provider Partnership will ensure improving quality is a key outcome of system transformation through its collaborative arrangements with partners. Quality in a thriving partnership is:

- coordinated, person-centered and grounded in population health need;
- delivered through strong partnership working across NHS, Local Authority, health and care provision and VCSE organisations;
- focused on equitable access, experience, outcomes and reducing health inequalities;
- informed by lived experience insight and community voices triangulated with reliable quantitative data; and
- involves professionals, people and communities in planning, design, decision-making and evaluation to ensure accountability and improve experience of care.

The Place-Based Provider Partnership's approach to quality oversight, assurance and improvement needs to be consistent with the requirements of national guidance. Overarching quality functions will build on existing guidance from the National Quality Board and be set out in the forthcoming National Quality Strategy. There is an expectation, that can apply to the Place-Based Provider Partnership, that Providers will implement a Quality Management System (QMS) approach incorporating four key functions:

- Quality Planning – what do we need?
- Quality Control – what is our performance?
- Quality Improvement – what could be better and how do we get there?
- Quality Assurance – are we meeting standards?

Core responsibilities for each function are being developed for Regions, ICBs and service providers. Once published these will need to be reviewed and adapted for the Place-Based Partnership to identify which could be delegated from an ICB or be a shared responsibility with the ICB.

8.8 Embedding Quality in the Transitional Year

- develop a single understanding of quality, shared and visible across the Place-Based Provider Partnership;
- identify shared quality improvement priorities responding to unwarranted variation or quality concerns;
- redesign specific care pathways using evidence-based models, including relevant modern service frameworks when published, to improve outcomes and drive quality;

- conduct impact assessments in respect of quality, equality and health inequalities where service redesign or reconfiguration may be required;
- develop meaningful approaches to involve residents, communities, staff and stakeholders in shaping how services are designed, delivered and evaluated;
- evaluate impact of redesigned care pathways or reconfigured service delivery collecting relevant patient safety indicators, patient and staff reported experience, outcome measures and wider feedback and intelligence;
- agree and implement a Quality Management System for the Place-Based Provider Partnership which aligns to the WY ICB and NHS England Regional approach, including management of quality issues or concerns; and
- ensure Place Based Provider Partnership governance arrangements enable shared decision-making, transparency, and mutual accountability.

9. Values and Behaviours

The Parties are committed to abide by the following values:

- Honesty
- Integrity
- Ambition
- Mutual respect
- Be bold
- Develop unity
- Deliver what we say

The Parties agree to demonstrate the following behaviours, we:

- are leaders of our organisation, our Place and of West Yorkshire;
- support each other and work collaboratively;
- act with honesty and integrity, and trust each other to do the same;
- challenge constructively when we need to;
- assume good intentions; and
- will implement our shared priorities and decisions, holding each other mutually accountable for delivery.

10. Building Recommendations and Making Decisions

The Place-Based Provided Partnership will meet to develop recommendations for the population and communities across their Place. Every recommendation made by the Place-Based Provider Partnership will be taken through their WY ICB Place Committee as referred to in Clause 12 (Arrangements and Accountability) below.

Each WY ICB Place Committee, established by the ICB have delegated authority to make decisions in accordance with the WY ICB Financial Scheme of Delegation (FSoD), Scheme of Reservation and Delegation (SoRD), Operational Scheme of Delegation (OSoD) and Standing Financial Instructions) SFIs.

11. Conflicts of Interest

Subject to compliance with Law and contractual obligations of confidentiality the Parties agree to share all information relevant to the achievement of the Objectives in an honest, open and timely manner. Parties must ensure compliance with the following:

- WY ICB Conflicts of Interest Policy; and
- NHS England Managing Conflicts of Interest in the NHS Guidance for Staff and Organisations (Published 7 February 2017; updated 17 September 2024)

The Parties agree to declare, in line with NHS guidance, any real or potential conflict of interest arising in connection with this Agreement as soon as they become aware of the same.

The Parties will:

- 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 governance 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;
- 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
- use best endeavours to ensure that their appointed members also comply with the requirements of this Clause 10 as relevant when acting in connection with this Agreement.

12. Dispute resolution

The Parties commit at all times, to working cooperatively to identify and resolve issues to their mutual satisfaction to avoid all forms of dispute or conflict in performing their obligations under this Agreement. The Parties believe that by focusing on the Values and Behaviors set out in this Agreement and being

collectively responsible for all risks will reinforce their commitment to avoiding disputes and conflicts arising out of or in connection with this Agreement. The Parties agree to:

- seek solutions within a shared culture of 'no fault, no blame';
- seek to resolve any disputes in an open, amicable and communicative manner;
- treat each other as equal parties; and
- ensure, to the best of their ability, that their representatives on the Place-Based Provider Partnership comply with the terms and spirit of this Agreement above when acting within its remit.

If a problem, issue, concern or complaint comes to the attention of a Partner in relation to any matter in this Agreement such Partner shall notify the other Partners in writing. The Partners shall then try to resolve the issue in a proportionate manner within 20 Operational Days of written notification. If they are not able to do this, the matter will be resolved in accordance with Schedule 1 (*Dispute Resolution Procedure*).

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 Freedom of Information Act relating to this Agreement) the receiving Partner will liaise with the other Partners as to the contents of any response before a response is issued.

13. Arrangements and Accountability

The Place-Based Provider Partnership will be supported by the following WY ICB Place Committee, in discharging their purpose:

- Kirklees Provider Alliance: Kirklees Health and Care Partnership Committee

The WY ICB Place Committee remains accountable to WY ICB as set out in Clause 9 (Building Recommendations and Making Decisions) above.

Full details of the Placed-Based Provider Partnership can be found in Schedule 2: the Kirklees Health and Care Place Provider Alliance Terms of Reference.

14. Endorsements

The Parties to this Agreement acknowledge and confirm that they have the necessary authorisation to enter into this Agreement and that its own Board, Cabinet and/or Governing Body has approved the content of this Agreement.

By signing this Agreement, the Place-Based Provider Partnership Members are setting forth their shared understanding and commitment to the values and behaviours set out above. This is not intended to be a legally binding Agreement, but rather a symbolic commitment to the Parties shared vision and a framework for collaborative working during the Transitional Year:

13.1 Signed by Members of the Kirklees Provider Alliance

Organisations	Signatures
Signed by Rob Aitchison CEO on behalf of **Calderdale & Huddersfield NHS Foundation Trust**	
Signed by ……... GP, on behalf of **Kirklees General Practice** (representative/s)	
Signed by Steve Mawson, Chief Executive on behalf of **Kirklees Metropolitan Borough Council**	
Signed by Karen Jackson, Chief Executive on behalf of **Locala Health and Wellbeing**	
Signed by Brent Kilmurray CEO on behalf of **Mid Yorkshire Teaching NHS Trust**	
Signed by Mark Brooks CEO on behalf of **South West Yorkshire Partnership Teaching NHS Foundation Trust**	
Signed by [Job title] on behalf of **Kirklees Voluntary and Community Sector**	
Signed by Vicky Dutchburn, Accountable Officer for and on behalf of **NHS West Yorkshire Integrated Care Board**	

15. Definitions

Terms	Definitions
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 1 for the resolution of disputes which are not capable of resolution under Clause 11 (Disputes Resolution).
FSoD	WY ICB Financial Scheme of Delegation
OSoD	WY ICB Operational Scheme of Delegation
Parties	Kirklees Provider Alliance
Place	The geographical level at which most of the work to join up health care services happens which is, for the purposes of this Agreement, Kirklees.
Place-Based Provider Partnership	Collaborative arrangements formed by organisations responsible for arranging and delivering care services in Places
SFIs	WY ICB Standing Financial Instructions
SoRD	WY ICB Scheme of Delegation and Reservation
Transitional Year	1 April 2026 to 31 March 2027
WY ICB	NHS West Yorkshire Integrated Care Board
WY ICB Place Committee	Kirklees Health and Care Partnership Committee

SCHEDULE 1: DISPUTE RESOLUTION PROCEDURE

1. Avoiding and Solving Disputes

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 11 (Disputes Resolution) prior to commencing this procedure.

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 Partnership arrangements set out in this Agreement.

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 Partnership (each a '**Dispute**') when it arises.

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 the Place-Based Provider Partnership basis in accordance with this Agreement so as to seek to reach a unanimous decision.

The Partners agree that the senior officers may, on a Best for the Place-Based Provider Partnership basis, determine whatever action it believes is necessary including the following:

- 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
- 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.

- 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:

  (a) terminate this Agreement in accordance with Clause 3 (Status of this Agreement); or

  (b) agree that the Dispute need not be resolved.

Terms of reference

Kirklees Provider Partnership Shadow Committee [Joint Committee / Committee in Common]

Version control

Version:	0.3
Approved by:	Provider Partner Members
Date Approved:	[TBC]
Responsible Officer:	Senior Provider Executive
Date Issued:	[1 April 2026]
Date to be reviewed:	[1 April 2027]

Change history

Version number	Changes applied	By	Date
0.1	Kirklees Provider Partnership	Sue Baxter, Head of Partnership Governance	10/12/25
0.2	Strengthen Health Inequalities	Sue Baxter, Head of Partnership Governance	22/12/25
0.3	Final changes to the draft ToR	Head of Partnership Governance	02/02/26

1. Purpose

This Committee is established for 2026/27 transitional year, as a shadow Committee of the Kirklees Health and Care Provider Partnership, to enable decisions to be built on Partnership business. With the aim of enabling the emergent Place Provider Partnership, together with all NHS Statutory Provider organisations and other health and care provider organisations to operate within Kirklees from 1 April 2026. Approximately £112m will be in scope, including the following functions and services:

- ICB commissioned general community health services for adults and children;
- Current ICB contracts with VCSE services including adult hospices;
- ICB and LA commissioned services via s75 (Better Care Fund) and s256 (relevant budget lines – to be agreed);
- Expenditure within community mental health services; and
- General Practice Contracts including discretionary spend

2. Remit and responsibilities

The following responsibilities will fall under the remit of this Shadow Kirklees health and Care Provider Partnership Committee for a transitional year from 1 April 2026 until no later than the 31 March 2027. Shadow arrangements will cease once agreement on the Place Provider Partnership contract is reached and signed.

The remit of this Shadow Committee is to:

a) To make recommendations on behalf of Partners operating as Kirklees Health and Care Provider Partnership, in-line with NHS West Yorkshire ICB delegation of the following key areas of responsibility for the transitional year:

i. develop recommendations regarding the future Kirklees Health and Care Provider Partnership approach, by no later than 1 April 2027;

ii. develop joint working arrangements that embed collaboration as the basis for delivery, with NHS statutory provider partners within the place and with other provider partners, as well as the wider West Yorkshire (WY) Integrated Care System;

iii. develop accountability arrangements and clear lines of report to the Health and Wellbeing Board, member Partner Boards and to the Shadow Committee;

iv. oversee a structured due diligence exercise which includes a thorough assessment of financial, legal, operational and strategic factors to identify any potential risks or opportunities. Ensuring this exercise provides a robust evaluation and verification of accurate information in relation to the

transferring functions prior to entering into a contract with the ICB for those functions;

v. collaborate across Kirklees and ensure arrangements for complying with the Provider Self-Assessment Framework / Readiness Checklist across NHS West Yorkshire ICB

vi. be sighted on evolving arrangements for Integrated Neighbourhood Health services within Kirklees including risk sharing and / or risk pooling with other organisations (for example pooled budget arrangements under section 75 of the NHS Act 2006), for approval by this Shadow Committee;

vii. arrange for the provision of health services, ensuring a focus on reducing health inequalities in-line with the allocated resources across Kirklees through a range of activities including:

a. oversee the agreement of contracts to secure delivery of the strategic goals and operational plans;

b. convene and lead major service transformation programmes to achieve agreed strategic outcomes working at scale at place, across Kirklees and across West Yorkshire, as appropriate;

c. sponsor the delivery of high quality and effective care shifting care delivering into integrated neighbourhood health services, aimed at tackling health inequalities whilst shifting more service provision out of hospital and into community, shifting from analogue to digital, and shifting from treatment to prevention;

d. work together with NHS West Yorkshire ICB **Integrator team** to:

- work with partners to create the integrated neighbourhood health model;
- oversee primary care operations and transformation; and
- develop pathway and service development programmes.

e. sponsor new Provider service developments including support of GP practices working towards larger footprints with the development of new neighbourhood provider services (c50k) via single neighbourhood provider contracts. Work with PCNs/GP Federations over larger geographies (c250k population) via multi-neighbourhood provider contracts;

f. sponsor work with local authority and voluntary, community and social enterprise (VCSE) sector partners to put in place personalised care for people, including assessment and provision of continuing healthcare and funded nursing care, and agreeing personal health budgets and direct payments for care; and

g. sponsor work with the Providers as a first order priority to move from hospital by default to digital-by-default.

b) To make recommendations on behalf of Partners operating as Kirklees Health and Care Provider Partnership, in line with NHS West Yorkshire ICB

delegation, for the benefit of the patients, service users, carers and population

i. establish governance arrangements to support collective accountability between partner organisations for Place Provider Partnership's system delivery and performance, underpinned by the statutory and contractual accountabilities of individual organisations;
ii. in the pursuit of earned autonomy for NHS providers, support NHS Trust member partners with achieving Foundation Trust (FT) status for a modern integrated health system and / or renewing FT status;
iii. building on new/renewed FT status and earned autonomy, support NHS Provider Trusts with preparations to agree and sign Integrated Health Organisation (IHOs) contract, capable of receiving the resources (both revenue and capital);
iv. agree a plan to meet the health and healthcare needs of the population within the Place Provider Partnership, having regard to health and care strategy and planning requirements and health and wellbeing strategy;
v. allocate resources to deliver the plan, determining what resources should be available to meet population need and setting principles for how they should be allocated across services and providers (both revenue and capital); and
vi. sponsor and draw assurance from Place Provider Partnership's strategic and operational risk management approach.

3. Members

The Members of the Kirklees Place Provider Partnership Shadow Committee are:

- Calderdale and Huddersfield NHS Foundation Trust
- General Practice (representative/s)
- Kirklees Metropolitan Borough Council
- Locala Health and Wellbeing
- Mid Yorkshire Teaching NHS Trust
- South West Yorkshire Partnership Teaching NHS Foundation Trust;
- Voluntary and Community Sector Representative(s)
- NHS West Yorkshire ICB

4. Attendees

The following individuals will be invited to attend each meeting of this Shadow Committee as Attendees. Attendees attend meetings and may be invited by the Chair to participate in discussions from time to time. They do not vote. The Attendees are:

a) Kirkwood Hospice

b) Independent Care Sector (representative/s)
c) Public Health
d) Deputy Director of Integration;
e) Shadow Committee Secretariate;

The Chair may invite such other Attendees to attend any meeting of this Shadow Committee as the Chair considers appropriate.

5. Deputies

Members will nominate a deputy to attend a meeting of the Shadow Committee that the Member is unable to attend. The deputy may speak and vote on their behalf.

6. Chair

The Chair of this Shadow Committee shall be a Senior Provider Executive. If the Chair is unable to attend, then the Members present at the meeting shall appoint a temporary Chair for the purposes of that meeting and if they wish any preparation needed in advance of the next meeting.

7. Quoracy

The quorum for meetings shall be three members, including at least one Provider Chief Executive and 50% of the membership. Recommendation on decisions to be made to NHS West Yorkshire ICB Board Place Committee will be reached by consensus wherever possible.

8. Frequency of meetings

This Shadow Committee will meet monthly, and papers shall be circulated at least five Working Days before the meeting. Any need for additional meetings at any time will be agreed by the members. Shadow arrangements during the transitional year from 1 April 2026 to 31 March 2027, and will focus on implementation (phase two of development).

9. Urgent decisions

In the case of recommendations for an urgent decisions needed in extraordinary circumstances, every attempt will be made for this Shadow Committee to meet. Where it is not possible for the Shadow Committee to meet, a recommendation for an urgent decisions may be exercised by the Chair, with members, via email, in-line with quoracy section of these Terms of Reference.

10. Declarations of interest

All members are required to declare any actual or potential conflicts of interest in line with NHS guidance. A register of interests will be maintained.

11. Secretariat support

Secretariat support will be provided to this Shadow Committee by [to be confirmed].

This will include:

- agreement of the agenda with the Chair;
- sending out agendas and supporting papers to Members and Attendees at least five Working Days before the meeting;
- taking minutes of the meetings, including an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward;
- drafting minutes for comment and approval by the Chair within five Working Days of the meeting. Following Chair's approval, distributing the minutes to all Members and Attendees within five Working Days of the approval. Updating minutes in accordance with any amendments agreed at subsequent meetings;
- maintaining an on-going list of actions, specifying the Member(s) responsible for each action, due dates, progress and completion;
- maintaining an annual work plan; and
- receiving notifications and requests on behalf of the Chair, including notifications relating to conflicts of interest, requests for meetings and/or nomination of deputies.

Notifications and requests to the Chair must be sent to [insert email of secretariate support]

12. Authority

All Members and Attendees will operate within the Kirklees Provider Alliance's Memorandum of Understanding and any other relevant policies or documents agreed by the Shadow Committee.

As the Shadow Committee is not authorised to commit finances on behalf of NHS West Yorkshire ICB, whilst operating in shadow, decisions will be taken by one of five ICB's place committees. Financial decisions can be built by the Shadow Committee and recommended to the relevant NHS West Yorkshire ICB Place Committee. Where the decision required has a value in excess of the place committee's limit of £20m the Shadow Committee shall make a recommendation to the place committee for escalation to the ICB's Board.

Note: decision taking will be carried out in-line with the ICB's Constitution, Scheme of Reservation and Delegation (SoRD), Standing Financial Instructions (SFIs), Financial Scheme of Delegation (FSoD), and Operational Scheme of Delegation (OSoD).

Fora reporting to this Shadow Committee are:

- Wells Programme Board
- Mechanism for representing the public voice are under discussion.

13. Reporting

This Shadow Committee shall submit its minutes to NHS West Yorkshire ICB's place committee in Kirklees; to the Health and Wellbeing Board; and to Partner Member Boards.

This Shadow Committee will receive for approval the minutes of meetings that report into it, as set out in the Authority section.

14. Review date

These terms of reference shall be reviewed by 31 March 2027 and annually thereafter.

15. Implementation

These terms of reference come into effect on 1 April 2026.

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