



Name of meeting: Cabinet

Date: 14th June 2022

Title of report: Council support for the Kirklees Health and Care Place Based Partnership Collaboration Agreement

Purpose of report: To seek Cabinet approval for the Council to sign the non-legally binding Kirklees Health and Care Partnership Collaboration Agreement

Key Decision - Is it likely to result in spending or saving £250k or more, or to have a significant effect on two or more electoral wards?	Yes – impact on 2 or more Wards
Key Decision - Is it in the <u>Council's Forward Plan (key decisions and private reports)</u> ?	Key Decision – Yes
The Decision - Is it eligible for call in by Scrutiny?	Yes
Date signed off by <u>Strategic Director</u> & name	Richard Parry, Strategic Director for Adults and Health - 27th May 2022
Is it also signed off by the Service Director for Finance?	Eamonn Croston, Service Director for Finance - 6 th June 2022
Is it also signed off by the Service Director for Legal Governance and Commissioning?	Julie Muscroft, Service Director for Legal Governance and Commissioning – 6 th June 2022
Cabinet member portfolio	Councillor Musarrat Khan

Electoral wards affected: All

Ward councillors consulted: Ward councillors have not been consulted on this overarching agreement, but will be involved in the Kirklees Health and Care Partnership arrangement through the new Lead Councillor arrangements with Primary Care Networks and the Health and Wellbeing Board

Public or private: Public

Has GDPR been considered? Yes

1. **Summary**

New health and care partnership arrangements are being established in response to the Health and Care Act 2022.

As part of these arrangements all partners in Kirklees are being asked to sign a non-legally binding Collaboration Agreement to demonstrate support for the new arrangements.

2. **Information required to take a decision**

The Council has been working with partners across health and care in Kirklees over many years to strengthen collaboration and partnership arrangements. These partnership arrangements are further evolving to respond to the changes set out in the White Paper 'Working together to improve health and social care for all' and the Health & Care Act 2022.

From the 1st July 2022 the statutory responsibilities of Clinical Commissioning Groups in West Yorkshire will transfer the new Integrated Commissioning Board, and its 5 place-based sub-committees.

To complement this shift in statutory responsibilities, and to support the transition to a much more collaborative model of planning and delivering health and care, a 'collaboration agreement' has been developed.

The draft agreement was prepared by Hill Dickinson solicitors on behalf of the 5 areas in West Yorkshire. Each area is adapting the template agreement. Drafts have been discussed in the Kirklees Health and Care Partnership Forum, and the Health and Wellbeing Board has received regular updates on progress with preparations for the new arrangements, including the development of the Collaboration Agreement.

The aim is for partners to sign the Collaboration Agreement before the end of June 2022. However, whilst it is a 3-year agreement, it will be reviewed at 6 months and 1 year in recognition of the formative stage of all the changes.

3. **Implications for the Council**

3.1 **Working with People**

The Agreement embeds an approach based on work with local communities, empowering people and a commitment to openness, transparency and involvement.

3.2 **Working with Partners**

All the major health and social care partners in Kirklees have been actively involved in developing the Agreement and the wide Health and Care Partnership that it supports.

3.3 Place Based Working

The Agreement embeds a commitment to place-based working at both and Kirklees and neighbourhood level in the new working arrangements across health and care in Kirklees and West Yorkshire.

3.4 Climate Change and Air Quality

Whilst the Agreement does not specifically reference climate change and air quality there is a commitment to tackle these issues through the West Yorkshire Health and Care Partnership arrangements. In addition it is anticipated that climate change will be a core aspect of the refreshed Kirklees Joint Health and Wellbeing Strategy which is due late this year.

3.5 Improving outcomes for children

The Agreement, and the services provided by the signatories, cover the whole population of Kirklees, and it will embed the shared Kirklees Outcomes including 'Children have the best start in life' in the objectives of the Partnership.

3.6 Other (eg Legal/Financial or Human Resources) Consultees and their opinions

Whilst the Agreement is explicitly non-legally binding Legal Services have commented on various drafts and these have been incorporated as appropriate.

The Agreement includes a commitment to develop a shared set of financial principles across the health and care partnership, and the S151 officer is actively involved with heads of finance from other partners in this work.

3.7 Financial Implications for the Population

There are no direct financial implications for the population.

4. Next steps and timelines

All the main health and care partners in Kirklees are asked to sign the Agreement by 1st July 2022.

5. Officer recommendations and reasons

That approval be given to Richard Parry, Strategic Director for Adults and Health, to sign the Collaboration Agreement on behalf of the Council. This will demonstrate the Council's commitment to the new partnership arrangements for planning and delivering health and care in Kirklees.

6. Cabinet Portfolio Holder's recommendations

That Cabinet agree the Officer recommendations

7. Contact officer

Phil Longworth, Senior Manager – Integrated Support

phil.longworth@kirklees.gov.uk

8. Background Papers and History of Decisions

Kirklees Health and Care Partnership Collaboration Agreement v4.0

9. Service Director responsible

Richard Parry, Strategic Director for Adults and Health

KIRKLEES HEALTH AND CARE PARTNERSHIP

COLLABORATION AGREEMENT

BACKGROUND

- (A) The white paper published by the Department of Health and Social Care in February 2021¹ (the “White Paper”) builds on the NHS Long Term Plan vision of integrated care and sets out the key components of a statutory integrated care system (“ICS”). One of these components is “*strong and effective place-based partnerships*” in local places between the NHS, local government and key local partners, interfacing with NHS Integrated Care Boards and wider ICS and provider collaboratives established on a broader sector-based footprint. The Health and Care Act 2022 looks to implement, from 1 July 2022, the proposals from the White Paper.
- (B) The partner organisations (“**Partners**”) who are signatories to this Collaboration Agreement have been working collaboratively across Kirklees to integrate services and provide care at or closer to home for local people for some time. This Agreement sets out the vision, objectives and shared principles of the Partners in establishing a place-based partnership for Kirklees (the “**Partnership**”) and further developing place-based health and care provision for the people of Kirklees, building on the progress achieved by the Partners to date. The Agreement also sets out how the Partners will work together as participants in the Partnership, including the governance arrangements. The signatories to this Agreement are those partners with a seat on the ICB Committee; the wider place based partnership also includes many other partners.
- (C) The Partners will work together to deliver the Kirklees Health and Wellbeing Plan (as amended from time to time) and to achieve the Kirklees Shared Outcomes. Further focus areas may be agreed 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 Kirklees.
- (D) The Partners will undertake a programme of work from the Commencement Date through the Partnership governance arrangements set out in this Agreement including receiving and discharging delegated functions from the NHS West Yorkshire Integrated Care Board (“ICB”) and broader activity for the benefit of the Kirklees population. This programme of work is set out, in outline terms, in the Kirklees Health and Wellbeing Plan.
- (E) The Partners acknowledge that the success of the Partnership will rely on the Partners working collaboratively rather than separately to plan financially sustainable methods of delivering

¹ *Integration and Innovation: working together to improve health and social care for all* ([Integration and Innovation: working together to improve health and social care for all \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/95421/integration-and-innovation-working-together-to-improve-health-and-social-care-for-all.pdf))

integrated, population-focused services in furtherance of the Kirklees Health and Wellbeing Plan.

- (F) This Agreement is intended to supplement and work alongside the Partners' respective governance arrangements and, in the case of provider Partners, their services contracts with the ICB, NHS England and the Council, whilst respecting their individual sovereignty.

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 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;
- 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; and
- 1.2.6 a reference to writing or written includes emails.

2. STATUS AND PURPOSE

- 2.1 The Partners have agreed to work together on behalf of the people of Kirklees to establish the Partnership through which to identify and respond to the health and care needs of the Kirklees population, and deliver integrated health, support and community care to reduce health inequalities and improved health and care outcomes for the people of Kirklees (the “**Purpose**”).
- 2.2 This Agreement sets out the key terms that the Partners have agreed, including:

- 2.2.1 the vision of the Partners, and key objectives for the development and delivery of the Kirklees Health and Wellbeing Plan;
 - 2.2.2 the key principles that the Partners will comply with in working together through the Partnership; and
 - 2.2.3 the governance structures underpinning the Partnership as at the Commencement Date.
- 2.3 This Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this Agreement. The parties enter into the Agreement intending to honour all their obligations.
- 2.4 Each of the Partners agrees to work together in a collaborative and integrated way on a Best for Kirklees basis. This Agreement is not intended to conflict with or take precedence over any statutory duties or the terms of any Services Contracts or any Section 75 Agreement unless (and to the extent permitted in law) 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 (where relevant) its own organisational leadership body has approved the terms of this Agreement.

4. DURATION AND REVIEW

- 4.1 This Agreement will take effect on the Commencement Date and will expire on 30 June 2025 (the “**Initial Term**”), unless and until terminated in accordance with the terms of this Agreement.
- 4.2 At the expiry of the Initial Term this Agreement will expire automatically without notice unless the Partners agree in writing that the term of the Agreement shall be extended for a further term to be agreed between the Partners.
- 4.3 The Partners will review progress made against the Kirklees Health and Wellbeing Plan and the terms of this Agreement by 1 January 2023 and by 30 June 2023 and annually thereafter. The Partners may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 17 (*Variations*).

SECTION A: VISION, OBJECTIVES AND PRINCIPLES

5. THE VISION

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

No matter where they live, people in Kirklees live their lives confidently and responsibly, in better health, for longer and experience less inequality.

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 Reduce health inequalities;

6.1.2 Manage unwarranted variations in care;

6.1.3 Use our collective resources wisely; and

6.1.4 Secure the wider benefits of investing in health and care.

6.2 The Partners will aim to achieve the Kirklees Shared Outcomes identified in the Kirklees Health & Wellbeing Strategy (as amended from time to time):

6.2.1 Children - children have the best start in life;

6.2.2 Healthy - people in Kirklees are as well as possible for as long as possible;

6.2.3 Achievement - people in Kirklees have aspiration and achieve their ambitions through education, training, employment and lifelong learning;

6.2.4 Safe & Cohesive - people in Kirklees live in cohesive communities, feel safe and are safe / protected from harm;

6.2.5 Economic - Kirklees has sustainable economic growth and provides good employment for and with communities and businesses;

6.2.6 Clean & Green – people in Kirklees experience a high quality, clean and green environment; and

6.2.7 Independent - people in Kirklees live independently and have control over their lives.

6.2.8 Shaped by people – we make our places what they are.

6.3 The Partners acknowledge that they will have to make decisions together in order for the Partnership arrangements to work effectively. The Partners agree that they will work together and make decisions on a Best for Kirklees basis in order to achieve the Objectives.

7. THE PRINCIPLES

7.1 The Principles set out below 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 Partnership.

7.2 The Partners agree that the successful delivery of the 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 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 adhere to the following principles:

7.3.1 We will be ambitious for the people we serve and the staff we employ;

7.3.2 Our Partnership belongs to its citizens and to commissioners and providers, councils and the NHS. We will build constructive relationships with communities, groups and organisations to tackle the wide range of issues which have an impact on health inequalities and people's health and wellbeing;

7.3.3 We will do the work once – duplication of systems, processes and work should be avoided as wasteful and a potential source of conflict;

7.3.4 We will undertake shared analysis of problems and issues as the basis of taking action; and

7.3.5 We will apply subsidiarity principles in all that we do – with work taking place at the appropriate level and as near to local as possible.

7.3.6 The Partners agree to behave consistently as leaders and colleagues in ways which model and promote the West Yorkshire Integrated Care System shared values:

(a) We are leaders of our organisation, our place and of West Yorkshire;

(b) We support each other and work collaboratively;

(c) We act with honesty and integrity, and trust each other to do the same;

(d) We challenge constructively when we need to;

(e) We assume good intentions; and

- (f) We will implement our shared priorities and decisions, holding each other mutually accountable for delivery.

7.4 The foundation of the Kirklees Health and Care Partnership approach is to:

7.4.1 Work with nine local communities in Kirklees;

7.4.2 Focus on prevention and early intervention;

7.4.3 Empower people to stay independent;

7.4.4 Deliver high quality acute and specialist services;

7.4.5 Do work once, avoiding duplication and make sure things are strong-seamed; and

7.4.6 Commit to openness, transparency and involvement,

and, together with the principles set out in Clause 7.3, these are the “**Principles**”.

8. PROBLEM RESOLUTION AND ESCALATION

8.1 The Partners agree to adopt a systematic approach to problem resolution which recognises the Objectives and the Principles set out in Clauses 6 and 7 above and which:

8.1.1 seeks solutions without apportioning blame;

8.1.2 is based on mutually beneficial outcomes;

8.1.3 treats the Partners as equal parties in the dispute resolution process; and

8.1.4 contains a mutual acceptance that adversarial attitudes waste time and money.

8.2 If a problem, issue, concern or complaint comes to the attention of a Partner in relation to 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 3 (*Dispute Resolution Procedure*).

8.3 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.

SECTION B: OPERATION OF AND ROLES IN THE PARTNERSHIP

9. OBLIGATIONS AND ROLES OF THE PARTNERS

9.1 Each Partner will:

- 9.1.1 act collaboratively and in good faith with each other Partner in accordance with the Law and Good Practice to achieve the Objectives, having at all times regard to the best interests of the Population;
- 9.1.2 co-operate fully and liaise appropriately with each other Partner in order to ensure a co-ordinated approach to promoting the quality of patient care and so as to achieve continuity in the provision of services;
- 9.1.3 through high performance and collaboration, unlock and generate enhanced innovation and better outcomes and value for the Population in line with the Objectives;
- 9.1.4 remain responsible for complying with its statutory duties, performing its obligations and functions and complying with all relevant regulatory requirements; and
- 9.1.5 remain accountable to its board/cabinet/governing body (or equivalent) and all applicable regulatory bodies.

10. TRANSPARENCY

- 10.1 Subject to compliance with the Law and contractual obligations of confidentiality, the Partners will provide to each other all information that is reasonably required in order to achieve the Objectives and Purpose and deliver the Kirklees Health and Wellbeing Plan in line with the Principles.
- 10.2 The Partners will ensure that appropriate information barriers are set up between them to ensure that any confidential information is only available to those Partners who need to see it to achieve the Objectives and for no other purpose whatsoever.
- 10.3 It is accepted by the Partners that the involvement of provider Partners in the governance arrangements for the Partnership is likely to give rise to situations where information will be generated and made available to the provider Partners which could give the provider Partners 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 Partner with a commercial advantage over another provider Partner). Any provider Partner 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 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 Partner 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.

SECTION C: GOVERNANCE ARRANGEMENTS

11. PARTNERSHIP GOVERNANCE

11.1 In addition to the Partners' own Board / Cabinet / Governing Body (or equivalent) which shall remain accountable for the exercise of each of the Partners' respective functions, the governance structure for the Partnership arrangements will include:

11.1.1 the Kirklees Partnership Forum;

11.1.2 the Kirklees ICB Committee ("ICB Committee");

11.1.3 the Kirklees Quality Sub-Committee; and

11.1.4 the Kirklees Finance and Performance Sub-Committee; and

11.1.5 the Kirklees Health and Well-being Board

11.2 The diagram in Schedule 2 (*Governance*) sets out the governance structure and the links between the various groups in more detail.

Kirklees Partnership Forum

11.3 The Kirklees Partnership Forum is a consultative and collaborative group to inform and support the work of the decision taking roles of the Kirklees ICB Committee and the Health and Wellbeing Board. It will help to ensure that a broad range of Partner organisations are actively involved in place-based decision making arrangements in Kirklees.

11.4 The Forum will support system development by establishing a shared culture where Partner staff adopt common sets of values and behaviours. It will help to oversee activities that will help the Partner organisations to do this.

11.5 The Forum will help to oversee and support the development of shared partnership infrastructure that may be required to support the work of the Partnership. In doing this it will consider the progress made in existing areas of joint working and consider any further areas where shared partnership infrastructure may be helpful.

11.6 The Forum will act in accordance with its terms of reference, a copy of which is set out in Part 1 of Schedule 2.

Kirklees ICB Committee

11.7 The ICB Committee reports to the ICB and is the group responsible for:

11.7.1 making decisions in respect of certain ICB functions as set out in the ICB scheme of reservation and delegation (as may be amended from time to time);

11.7.2 reporting to the ICB and Partner organisations on progress against the Objectives;

11.7.3 reporting to the Kirklees Health and Wellbeing Board on progress against the Joint Health and Wellbeing Strategy for Kirklees; and

11.7.4 liaising where appropriate with:

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

(b) the West Yorkshire ICB Board

(c) other key stakeholders

to communicate the views of the Partnership on matters relating to integrated care in Kirklees.

11.8 The ICB Committee will discharge the functions set out in its terms of reference, a copy of which is set out in Part 2 of Schedule 2.

11.9 The ICB has delegated to the ICB Committee the matters set out in the ICB scheme of reservation and delegation. The ICB Committee is established as a committee of the ICB Board, in accordance with the ICB's Constitution, Standing Orders and Scheme of Delegation. Members of the ICB Committee agree to act in accordance with the Committee's terms of reference, published on the ICB website. These set out the remit, responsibilities, membership and reporting arrangements of the ICB Committee and may only be changed with the approval of the ICB Board. The ICB Committee has no executive powers, other than those specifically delegated to it from the ICB Board.

11.10 The Partners acknowledge that their employees may be appointed as members of the ICB Committee. The Partners agree to support their employees in doing so in line with the aims and objectives of the ICB Committee. The Partners acknowledge that any individual who is nominated as a member of the of the ICB Committee or sub-committee of the ICB Committee understands and agrees to bring knowledge and perspective from their sector but not be delegates or carry agreed mandates from that sector or from their Partner organisation.

11.11 Each Partner will use reasonable endeavours to ensure that its appointed members of the ICB Committee (or their appointed deputies/alternatives) attend at least 75% of scheduled meetings each year and participate fully on a Best for Kirklees basis and in accordance with Clause 6 (*Objectives*) and Clause 7 (*Principles*) and the terms of reference.

11.12 The Partners will review and develop the governance arrangements for the Partnership during 2022/23 to strengthen joint decision-making between the Partners in line with the relevant provisions of the Health and Care Act 2022.

Kirklees Health and Wellbeing Board

11.13 The Kirklees Health and Wellbeing Board is a committee of the Council, charged with promoting greater health and social care integration in Kirklees. The Health and Wellbeing Board will receive reports from the ICB Committee as to the development of the Partnership arrangements under this Agreement and progress against the Joint Health & Wellbeing Strategy and the Health and Wellbeing Plan.

12. CONFLICTS OF INTEREST

12.1 Subject to compliance with 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:

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 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;

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 appointed members on the Forum, the ICB Committee and any sub-committee of the ICB Committee also comply with the requirements of this Clause 12 as relevant when acting in connection with this Agreement.

12.3 The ICB has made arrangements to manage any actual and potential conflicts of interest to ensure that decisions made by committees or sub-committees of the ICB will be taken and seen to be taken without being unduly influenced by external or private interest and do not, (and do not risk appearing to) affect the integrity of the ICB's decision-making processes. These arrangements apply to the ICB Committee and any sub-committees of the ICB Committee.

12.4 The ICB has agreed policies and procedures for the identification and management of conflicts of interest which are published on the website.

- 12.5 The Partners shall ensure that all ICB Committee and sub-committee members comply with the ICB policy on conflicts of interest in line with their terms of office. This will include but not be limited to declaring all interests on a register that will be maintained by the ICB.
- 12.6 The Partners shall ensure that all ICB Committee and sub-committee members comply with the ICB Standards of Business Conduct policy.

SECTION D: FINANCIAL PLANNING

13. FINANCIAL PRINCIPLES

- 13.1 The Partners will continue to be paid in accordance with the mechanism set out in their respective Services Contracts or other agreements (if any).
- 13.2 The Partners will work together during the Initial Term to develop system financial principles for the allocation of resources within Kirklees including the potential development of risk/reward sharing mechanisms with the aim of achieving the Objectives.

SECTION E: GENERAL PROVISIONS

14. EXCLUSION AND TERMINATION

- 14.1 A Partner may be excluded from this Agreement on notice from the other Partners (acting in consensus) in the event of:
- 14.1.1 the termination of their Services Contract; or
 - 14.1.2 an event of Insolvency affecting them.
- 14.2 A Partner may withdraw from this Agreement by giving not less than 6 months' written notice to each of the other Partners' representatives.
- 14.3 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 operational 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.
- 14.4 The Partners may agree in writing to terminate this Agreement in whole where:
- 14.4.1 a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure; or
 - 14.4.2 where the Partners agree for this Agreement to be replaced by a formal legally binding agreement between them.

14.5 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. 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 Kirklees basis and upon agreement in writing to the terms of this Agreement before admission.

16. 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.

17. VARIATIONS

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

18. CONFIDENTIALITY AND FOIA

18.1 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

18.2 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.

18.3 The Partners agree to procure, as far as is reasonably practicable, that the terms of this Clause 18 (*Confidentiality and FOIA*) are observed by any of their respective successors, assigns or transferees of respective businesses or interests or any part thereof as if they had been party to this Agreement.

18.4 Nothing in this Clause 18 (*Confidentiality and FOIA*) will affect any of the Partners' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.

18.5 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.

19. GENERAL

- 19.1 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.
- 19.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 19.1 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.
- 19.3 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.
- 19.4 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.
- 19.5 A person who is not a Partner to this Agreement shall not have any rights under or in connection with it.

Signed by [insert]

.....

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

[]

Signed by [insert]

.....

for and on behalf of **THE COUNCIL OF THE BOROUGH OF
KIRKLEES**

[]

Signed by [insert]

.....

for and on behalf of **MID YORKSHIRE HOSPITALS NHS
TRUST**

[]

Signed by [insert]

.....

for and on behalf of **CALDERDALE AND HUDDERSFIELD
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 **LOCALA CIC** []

Signed by [insert]

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

Signed by [insert]

for and on behalf of **THIRD SECTOR LEADERS** []

Signed by [insert]

for and on behalf of **GENERAL PRACTICE** []

SCHEDULE 1

Definitions and Interpretation

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

Best for Kirklees	best for the achievement of the Vision, Objectives and Outcomes for the Kirklees population on the basis of the Principles.
Collaboration Agreement	this collaboration agreement incorporating the Schedules.
Commencement Date	1 July 2022.
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 8 (<i>Problem Resolution and Escalation</i>).
Forum	the Kirklees Partnership Forum, the terms of reference for which are set out in Schedule 2 Part 1.
Good Practice	has the meaning set out in the NHS Standard Contract
Health and Wellbeing Plan	the Kirklees Health and Wellbeing Plan 2018 – 2023 (as amended from time to time)
ICB	NHS West Yorkshire Integrated Care Board.
ICB Committee	the Kirklees ICB Committee, the terms of reference for which are set out in Schedule 2 Part 2.
Initial Term	the period from and including the Commencement Date until 30 June 2025.
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.
Law	a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;

	<p>b) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>c) Guidance (as defined in the NHS Standard Contract);</p> <p>d) National Standards (as defined in the NHS Standard Contract); and</p> <p>e) any applicable code.</p>
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 Partnership set out in Clause 6.1.
Operational Days	a day other than a Saturday, Sunday or bank holiday in England.
Outcomes	the outcomes for the Partnership set out in Clause 6.2.
Population	the population of Kirklees covered by the Council.
Principles	the principles for the Partnership set out in Clause 7.
Purpose	The purpose of the Partnership set out in Clause 2.1.
Section 75 Agreement	An 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 Kirklees population served by the Commissioners and who are in receipt of the Services.
Services	the services provided, or to be provided, by each provider Partner to Service Users pursuant to its respective Services Contract.
Services Contract	a contract entered into by one of the ICB or the Council (as commissioner) and a provider Partner for the provision of Services, and references to a Services Contract include all or any one of those contracts as the context requires.
Vision	the vision of the Partnership, as set out in Clause 5.

SCHEDULE 2

Governance

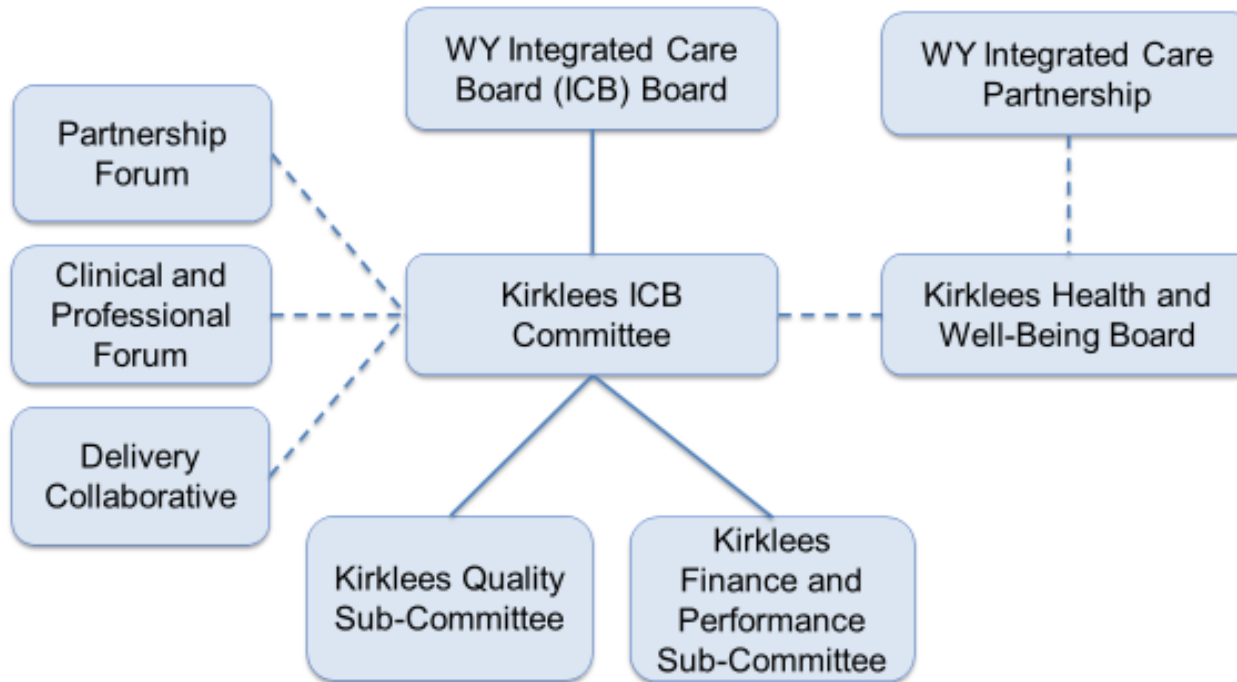
This Schedule 2 sets out the core governance arrangements for the Partnership under this Agreement.

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

This Schedule also contains the terms of reference for the Partnership Forum (Part 1) and the ICB Committee (Part 2).

Overview of the Kirklees Partnership governance model

Kirklees ICB Linked to WY&H



Part 1 – Kirklees Partnership Forum - Terms of Reference

Kirklees Health and Care Partnership Forum

Terms of Reference

V1.4

1. INTRODUCTION

- 1.1 There is a strong history of joint working between providers and commissioners in Kirklees. Most recently this has been overseen by the Kirklees Integrated Health and Care Leadership Board.
- 1.2 This Forum's role is to support the Kirklees Place based arrangements established as part of the move to Integrated Commissioning Boards from July 2022 (in shadow form from April 2022). These will evolve over time in light of national, regional and local priorities. The aim is to encourage strong collaborative working between health, social care, and other partner organisations that enable timely decision making to support the improved health and wellbeing of the people of Kirklees.
- 1.3 Appendix 1 shows how this Forum fits into the overall Kirklees Place Based Arrangements. The Forum also recognises that there are other joint working and partnership arrangements in place and will work to support these as appropriate.

2. STATUTORY FRAMEWORK

- 2.1 Each organisation will always remain accountable for meeting its statutory duties, for example in relation to financial resources and public engagement.

3. GUIDING PRINCIPLES AND BEHAVIOURS

- 3.1 The ICB has identified a set of guiding principles that shape everything we do and these will guide the ways in which the Forum works:
- We will be ambitious for the people we serve and the staff we employ.
 - The West Yorkshire partnership belongs to its citizens and to commissioners and providers, councils, and NHS. We will build constructive relationships with communities, groups, and organisations to tackle the wide range of issues which have an impact on health inequalities and people's health and wellbeing.
 - We will do the work once – duplication of systems, processes and work should be avoided as wasteful and potential source of conflict.
 - We will undertake shared analysis of problems and issues as the basis of taking action.
 - We will apply subsidiarity principles in all that we do – with work taking place at the appropriate level and as near to local as possible.
- 3.2 The ICB has committed to behave consistently as leaders and colleagues in ways which model and promote our shared values and these behaviours will shape how the members of the Forum work together:
- We are leaders of our organisation, our place and of West Yorkshire.
 - We support each other and work collaboratively.
 - We act with honesty and integrity and trust each other to do the same.
 - We challenge constructively when we need to.
 - We assume good intentions; and

- We will implement our shared priorities and decisions, holding each other mutually accountable for delivery.

4. SCOPE AND OBJECTIVES

- 4.1 The Forum forms a key element of our Kirklees Place Based Partnership governance arrangements. The focus of the forum is as a consultative and collaborative one to inform and support the work of the decision taking roles of the Kirklees ICB Committee and Health and Wellbeing Board. It will help to ensure that a broad range of partner organisations are actively involved in our place-based decision making and taking arrangements.
- 4.2 The Forum is mindful of the other decision-making arrangements set out in Appendix 1 and will work with these and avoid duplication or omission. As these arrangements develop post 1st April 2022, the Forum will keep its role in view and adjust its ongoing work accordingly as they become established and the inter-relationships between them are worked through. It will act as a place where partners can discuss the effectiveness of the overall partnership decision making and taking arrangements and any improvements to these that may be needed from time to time.
- 4.3 The Forum will help partner organisations to support the delivery of the Health and Wellbeing Strategy. In doing this it will help them to understand the links with the Economic Strategy, Inclusive Communities Framework, and Environment Strategy and help them to develop programmes of work to support the delivery of these.
- 4.4 The Forum will continue to build relationships and trust between partner organisations, developing working relationships, trust, mutual understanding, and confidence.
- 4.5 The Forum will support system development by establishing a shared culture where our staff adopt common sets of values and behaviours. It will help to oversee activities that will help the partner organisations to do this.
- 4.6 The Forum will help to oversee and support the development of shared partnership infrastructure that may be required to support the work of the Kirklees Place Based Partnership. In doing this it will consider the progress made in existing areas of joint working and consider any further areas where shared partnership infrastructure may be helpful.
- 4.7 In undertaking its work, the Forum will keep in mind the Kirklees Health and Wellbeing Vision, the Kirklees Outcomes, the Kirklees Partnership Approach and Kirklees Health and Wellbeing Plan priority areas [Appendix 2]
- 4.8 It will develop and maintain a programme of work.

5. MEMBERSHIP

5.1 The membership of the Forum is listed below. Where members are unable to attend they may nominate a deputy in advance to the Chair. Other individuals may be asked to attend meetings where appropriate to provide specialist knowledge and advice.

5.2 Members [21 members]

Kirklees ICB	Accountable Officer [Kirklees]
Kirklees Council	Strategic Director Health and Care Director of Public Health Strategic Director Children's Services
Mid Yorkshire Hospitals NHS Trust	Chief Executive
Calderdale and Huddersfield NHS FT	Chief Executive
South West Yorkshire Partnerships NHS FT	Chief Executive
Kirkwood Hospice	Chief Executive
Locala CIC	Chief Executive
Third Sector Leaders	Chair
Kirklees Care Association	Chief Executive
Curo GP Federation	Chief Executive
My Health Huddersfield GP Federation	Strategic Programme Manager
Primary Care Network	Clinical Director Representative North Clinical Director Representative South
Kirklees Housing Representative	TBC
Local Care Direct	Chief Executive
Community Pharmacy West Yorkshire	Chief Executive Officer
Health Watch Kirklees	Chief Executive
West Yorkshire Fire and Rescue	Kirklees District Commander
West Yorkshire Police	Chief Superintendent Kirklees District

5.3 In Attendance [6 In Attendance]

Kirklees Place	Kirklees Place Programme Director Health Policy Officer Kirklees Council Head of Housing Services Kirklees Council Consultant in Public Health Kirklees Council Director of Operational Delivery and Performance Kirklees ICB CCG Chief Quality and Nursing Officer Kirklees ICB
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6. DECISION MAKING

6.1 The Forum has the power to make decisions within the limits of delegated authority for its members, through the authority delegated to those members from their employing organisations. It is expected that decisions will be reached by consensus.

6.2 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

7. ARRANGEMENTS FOR THE CONDUCT OF BUSINESS

7.1 Chairing

7.1.1 The Forum will be chaired by the Accountable Officer [Kirklees]. The deputy chair will be the Strategic Director for Health and Care, Kirklees Council.

7.2 Quorum

7.2.1 The Forum is quorate when 8 members are present, including:

- The Chair or Deputy Chair (or another member nominated by them)
- Members from at least 5 different organisations/sectors.

7.3 Frequency of Meetings

7.3.1 The Forum will meet as at least once per month. Five clear working days' notice must be given for all meetings. An agenda must be issued five clear working days in advance of a meeting.

7.4 Conduct of Business

7.4.1 Agendas and papers will be sent to members prior to the meeting and where possible 5 working days before the meeting. Minutes of the meeting will be circulated to the Chair no later than 5 working days after the meeting and to the members of the meeting no later than 10 working days. Action points will be recorded as an 'Action Log' and circulated with the minutes of the meeting.

7.4.2 This Forum will observe the requirements of the Freedom of information Act 2000, which allows a general right of access to recorded information held by public bodies, including minutes of meetings, subject to specified exemptions.

7.4.3 All members must declare any conflict of interest they may have regarding an agenda item at the start of the meeting.

7.4.4 If an individual in attendance at a meeting of the Forum has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with their own organisation's conflicts of interest policy. This may include requiring the individual to withdraw from the meeting or part of it.

7.4.5 All declarations of interest, and agreed arrangements for managing the interest, will be recorded in the minutes.

7.4.6 Nolan Principles of Public Life are to be followed.

7.4.7 Members will abide by their information sharing agreements of their respective organisations and respect the confidentiality of partner organisations' information whilst undertaking their duties as part of this Forum.

7.5 Administrative Support

7.5.1 The Forum will be supported by the Kirklees ICB Staff.

8. REPORTING ARRANGEMENTS

8.1 The Chair of the Forum will keep the Kirklees ICB Committee and Kirklees Health and Wellbeing Board informed of the work of the Forum in the appropriate way.

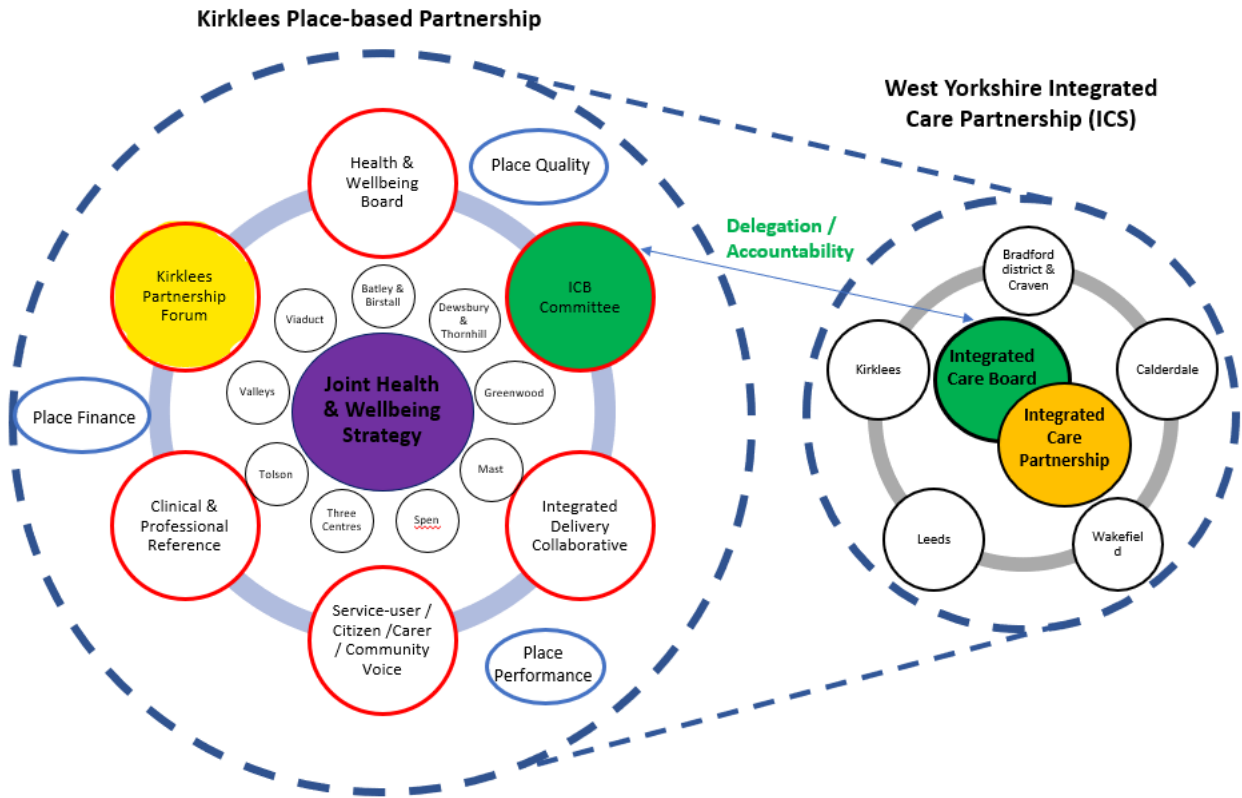
8.2 Organisations represented at the Forum will ensure that the work of the Forum is reported into their own governance arrangements in the appropriate way.

9. Review Date

9.1 These Terms of Reference are valid from March 2022.

9.2 Next Review Date: March 2023, or earlier if required [and annually thereafter].

Relationship of Partnership Forum with the Kirklees Place Based Partnership and the West Yorkshire Integrated Care Partnership



The Kirklees Health and Wellbeing Vision

'No matter where they live, people in Kirklees live their lives confidently and responsibly, in better health, for longer and experience less inequality.'

Seven Kirklees Seven Outcomes

- **Children** - children have the best start in life
- **Healthy** - people in Kirklees are as well as possible for as long as possible
- **Achievement** - people in Kirklees have aspiration and achieve their ambitions through education, training, employment and lifelong learning
- **Safe & Cohesive** - people in Kirklees live in cohesive communities, feel safe and are safe / protected from harm
- **Economic** - Kirklees has sustainable economic growth and provides good employment for and with communities and businesses
- **Clean & Green** – people in Kirklees experience a high quality, clean and green environment
- **Independent** - people in Kirklees live independently and have control over their lives
- **Shaped by people** - we make our places what they are

Kirklees Partnership Focus is to:

- Work with local communities in Kirklees
- Focus on prevention and early intervention
- Empower people to stay independent
- Deliver high quality acute and specialist services
- Do work once, avoiding duplication and make sure things are strong-seamed
- Commit to openness, transparency and involvement

Kirklees Health and Wellbeing Plan priority areas:

- **Tackling underlying causes**
 - Creating communities where people can start well, live well and age well
- **Improving outcomes and experience**
 - Creating integrated person-centred support for the most complex individuals
- **Using our assets to best effect**
 - Developing our people to deliver the priorities and foster resilience
 - Developing estate to deliver high quality services that serve the needs of the local population
 - Harnessing digital solutions to make the lives of people easier

Part 2 – Kirklees ICB Committee - Terms of Reference

Draft outline – Kirklees ICB Committee Terms of Reference

Version control

Version: 0.4 (final approved version to be 1.0)

Date to be reviewed: After 1 year

1. Introduction

1.1 The Kirklees ICB Committee is established as a committee of the ICB Board, in accordance with the ICB's Constitution, Standing Orders and Scheme of Delegation.

1.2 These terms of reference, which must be published on the ICB website, set out the remit, responsibilities, membership and reporting arrangements of this Committee and may only be changed with the approval of the ICB Board. The Committee has no executive powers, other than those specifically delegated in these terms of reference.

1.3 The ICB has identified a set of guiding principles that shape everything we do:

- We will be ambitious for the people we serve and the staff we employ.
- The West Yorkshire partnership belongs to its citizens and to commissioners and providers, councils and NHS. We will build constructive relationships with communities, groups and organisations to tackle the wide range of issues which have an impact on health inequalities and people's health and wellbeing.
- We will do the work once – duplication of systems, processes and work should be avoided as wasteful and potential source of conflict.
- We will undertake shared analysis of problems and issues as the basis of taking action.
- We will apply subsidiarity principles in all that we do – with work taking place at the appropriate level and as near to local as possible.

1.4 The ICB has committed to behave consistently as leaders and colleagues in ways which model and promote our shared values:

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

- 1.5 The Kirklees Health and Wellbeing Plan sets out the Kirklees Vision:
'No matter where they live, people in Kirklees live their lives confidently and responsibly, in better health, for longer and experience less inequality.
- 1.6 The Kirklees Health and Wellbeing Plan sets out the Kirklees Seven Outcomes:
- Children - children have the best start in life;
 - Healthy - people in Kirklees are as well as possible for as long as possible;
 - Achievement - people in Kirklees have aspiration and achieve their ambitions through education, training, employment and lifelong learning;
 - Safe & Cohesive - people in Kirklees live in cohesive communities, feel safe and are safe / protected from harm;
 - Economic - Kirklees has sustainable economic growth and provides good employment for and with communities and businesses;
 - Clean & Green – people in Kirklees experience a high quality, clean and green environment.
 - Independent - people in Kirklees live independently and have control over their lives;
- 1.7 The focus of the Kirklees Partnership approach is to:
- Work with nine local communities in Kirklees;
 - Focus on prevention and early intervention;
 - Empower people to stay independent;
 - Deliver high quality acute and specialist services;
 - Do work once, avoiding duplication and make sure things are strong-seamed; and
 - Commit to openness, transparency and involvement
- 1.8 The Kirklees Health and Wellbeing Plan sets out a number of priority areas:
- Tackling underlying causes
 - Creating communities where people can start well, live well and age well
 - Improving outcomes and experience
 - Creating integrated person-centred support for the most complex individuals
 - Using our assets to best effect
 - Developing our people to deliver the priorities and foster resilience
 - Developing estate to deliver high quality services that serve the needs of the local population
 - Harnessing digital solutions to make the lives of people easier

2. Membership

- 2.1 This part of the terms of reference describes the membership of the Kirklees ICB Committee. Further information about the criteria for the roles and how they are appointed is documented separately.

2.2 Core membership

2.2.1 Independent Members

- Chair
- 2 x independent members

2.2.2 Executive Members

- ICB Accountable Officer (Kirklees)
- ICB Kirklees Place finance lead
- ICB Kirklees Place quality lead

2.2.3 Clinical representative drawn from the Kirklees Clinical and Professional Forum

2.2.4 Partner Members

- 1 x Local Authority
- 2 x Primary Care (general practice)
- 1 x Calderdale & Huddersfield NHS Foundation Trust
- 1 x Mid Yorkshire Hospitals NHS Foundation Trust
- 1 x South West Yorkshire Partnership NHS Foundation Trust
- 1 x Community Services Provider
- 1 x VCSE (via Kirklees Third Sector Leaders)
- 1 x Healthwatch

2.3 Required attendees

- Chair of Health and Wellbeing Board
- Director of Public Health

2.4 ICB officers may request or be requested to attend the meeting when matters concerning their responsibilities are to be discussed or they are presenting a paper.

2.5 Any member of the ICB Board can be in attendance subject to agreement with the Chair.

3. Arrangements for the conduct of business

3.1 Chairing meetings

The meetings will be run by the chair. In the event of the chair of the committee being unable to attend all or part of the meeting, the remaining members of the committee should appoint a chair for the meeting.

3.2 Quoracy

No business shall be transacted unless at least 50% of the membership (which equates to 8 individuals) and including the following are present: at least 1 independent chair/member; at least 1 executive member; and at least 2 partner members.

For the sake of clarity:

- a) No person can act in more than one capacity when determining the quorum.
- b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum.

Members of the Committee may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting.

Members are normally expected to attend at least 75% of meetings during the year.

With the permission of the person presiding over the meeting, the Executive Members and the Partner Members of the Committee may nominate a deputy to attend a meeting of the Committee that they are unable to attend. The deputy may speak and vote on their behalf. The decision of the person presiding over the meeting regarding authorisation of nominated deputies is final.

3.3 Voting

In line with the ICB's Standing Orders, it is expected that decisions will be reached by consensus. Should this not be possible, each voting member of the Committee will have one vote, the process for which is set out below:

- a. All members of the committee who are present at the meeting will be eligible to cast one vote each. (For the sake of clarity, members of the committee are set out at paragraph 2.2; attendees and observers do not have voting rights.)
- b. Absent members may not vote by proxy. Attendance is defined as being present at the time of the vote but this does not preclude anyone attending by teleconference or other virtual mechanism from exercising their right to vote if eligible to do so.
- c. A resolution will be passed if more votes are cast for the resolution than against it.
- d. If an equal number of votes are cast for and against a resolution, then the Chair (or in their absence, the person presiding over the meeting) will have a second and casting vote.
- e. Should a vote be taken, the outcome of the vote, and any dissenting views, must be recorded in the minutes of the meeting.

The Kirklees Place Based Partnership Collaboration Agreement sets out a dispute resolution process.

3.4 Frequency of meetings

The Committee will normally meet bi-monthly.

The Chair may call an additional meeting at any time by giving not less than 14 calendar days' notice in writing to members of the Committee.

One third of the members of the Committee may request the Chair to convene a meeting by notice in writing, specifying the matters which they wish to be considered at the meeting, If the Chair refuses, or fails, to call a meeting within seven calendar days of such a request being presented, the Committee members signing the requisition may call a meeting by giving not less than 14 calendar days' notice in writing to all members of the Committee specifying the matters to be considered at the meeting.

In emergency situations the Chair may call a meeting with two days' notice by setting out the reason for the urgency and the decision to be taken.

3.5 Urgent decisions

In the case of urgent decisions and extraordinary circumstances, every attempt will be made for the Committee to meet virtually. Where this is not possible the following will apply:

- a) The powers which are delegated to the Committee, may for an urgent decision be exercised by the Chair of the Committee and Accountable Officer (Kirklees). If the Chair of the Committee is not an independent non-executive member, then such an individual must also be consulted.
- b) The exercise of such powers shall be reported to the next formal meeting of the Committee for formal ratification, where the Chair will explain the reason for the action taken, and the ICB Audit Committee for oversight.

3.6 Admission of the press and public

In accordance with Public Bodies (Admission to Meetings) Act 1960 all meetings of the ICB at which public functions are exercised will be open to the public. This includes the Committee.

The Committee may resolve to exclude the public from a meeting or part of a meeting where it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings or for any other reason permitted by the Public Bodies (Admission to Meetings) Act 1960 as amended or succeeded from time to time.

The chair of the meeting shall give such directions as he/she thinks fit with regard to the arrangements for meetings and accommodation of the public and representatives of the press such as to ensure that the Committee's business shall be conducted without interruption and disruption.

As permitted by Section 1(8) Public Bodies (Admissions to Meetings) Act 1960 as amended from time to time) the public may be excluded from a meeting to suppress or prevent disorderly conduct or behaviour.

Matters to be dealt with by a meeting following the exclusion of representatives of the press, and other members of the public shall be confidential to the members of the Committee.

A public notice of the time and place of the meeting and how to access the meeting shall be given by posting it at the offices of the ICB body and electronically at least 7 calendar days before the meeting or, if the meeting is convened at shorter notice, then at the time it is convened.

The agenda and papers for meetings will be published electronically in advance of the meeting excluding, if thought fit, any item likely to be addressed in part of a meeting is not likely to be open to the public.

3.7 Declarations of interest

If any member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.

3.8 Support to the Committee

The Committee's lead manager is the ICB Accountable Officer (Kirklees).

Administrative support will be provided to the Committee by the ICB. This will include:

- Agreement of the agenda with the Chair in consultation with the Lead Manager, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward.
- Maintaining an on-going list of actions, specifying members responsible, due dates and keeping track of these actions.
- Sending out agendas and supporting papers to members five working days before the meeting.
- Drafting minutes for approval by the Chair and ICB Lead Manager within five working days of the meeting and then distribute to all attendees following this approval within 10 working days.
- An annual work plan to be updated and maintained on a monthly basis.

4. Remit and responsibilities of the committee

The Kirklees ICB Committee has been provided with delegated authority to make decisions about the use of NHS resources in Kirklees, including the agreement of contracts for relevant services. The decisions reached are the decisions of the ICB, in line with the organisation's scheme of delegation.

5. Authority

- 5.1 The Committee is authorised to investigate any activity within its terms of reference. It is authorised to seek any information it requires within its remit, from any employee of the ICB and they are directed to co-operate with any such request made by the Committee.
- 5.2 The Committee is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations.
- 5.3 The Committee is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary. In doing, so, the Committee must follow procedures put in place by the ICB for obtaining legal or professional advice.
- 5.4 The Committee is authorised to create sub-committees or working groups as are necessary to fulfil its responsibilities within its terms of reference. The Committee may not delegate executive powers delegated to it within these terms of reference (unless expressly authorised by the ICB Board) and remains accountable for the work of any such group.

6. Reporting

- 6.1 The Committee shall submit its minutes to each formal ICB Board meeting.
- 6.2 The Kirklees ICB Accountable Officer shall draw to the attention of the ICB Board any significant issues or risks relevant to the ICB.
- 6.3 The Committee's minutes will be published on the ICB website once ratified.
- 6.4 The Committee shall submit an annual report to the ICB Audit Committee and the ICB Board.
- 6.5 The Committee will receive for information the minutes of other meetings which are captured in the Committee work plan e.g. sub-committees.

7. Conduct of the committee

- 7.1 All members will have due regard to and operate within the Constitution of the ICB, standing orders, standing financial instructions and other financial procedures.

- 7.2 Members must demonstrably consider the equality and diversity implications of decisions they make and consider whether any new resource allocation achieves positive change around inclusion, equality and diversity.
- 7.3 Members of the Committee will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.
- 7.4 The Committee shall agree an Annual Work Plan with the ICB Board.
- 7.5 The Committee shall undertake an annual self-assessment of its own performance against the annual plan, membership and terms of reference. This self-assessment shall form the basis of the annual report from the Committee.
- 7.6 Any resulting changes to the terms of reference shall be submitted for approval by the ICB Board.

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 8 (*Problem Resolution and Escalation*) of this Agreement prior to commencing this procedure.
- 1.2 The Partners believe that by focusing on their agreed Objectives and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the 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 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 Kirklees 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 Kirklees basis, determine whatever action it believes is necessary including the following:
 - 1.5.1 If the senior officers cannot resolve a Dispute, they may agree by consensus to select an independent facilitator to assist with resolving the Dispute; and
 - 1.5.2 The independent facilitator shall:
 - (i) be provided with any information he or she requests about the Dispute;
 - (ii) assist the senior officers to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate his or her own procedure;

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

1.5.3 If the independent facilitator cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 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 14.4.1; or
- (ii) agree that the Dispute need not be resolved.