CALDERDALE PROVIDER COLLABORATIVE
and NHS WY ICB

MEMORANDUM OF UNDERSTANDING

Contents

Schedules

1. Parties and Members

The Parties to this Agreement are:

(1) Calderdale Provider Collaborative; and

(2) NHS West Yorkshire ICB

1.1 Calderdale Provider Collaborative Members

- Calderdale and Huddersfield NHS Foundation Trust
- Calderdale Metropolitan Borough Council
- GP Provider Collaborative (Note: this organisation is currently being formed and will be represented by Calderdale LMC in the interim)
- South West Yorkshire Partnership NHS Foundation Trust
- Voluntary Action Calderdale acting for and on behalf of VCSE
- 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

During the transitional shadow year, the Calderdale Provider Collaborative will operate as a collaborative forum through which partners develop shared understanding, confidence and ways of working across community, primary, mental health, VCSE and local authority provision. The focus of this period will be on behaving as a provider collaborative in practice: agreeing priorities, shaping collective recommendations, and beginning to work differently across organisational boundaries, while remaining within existing statutory and contractual arrangements.

The Collaborative will concentrate on improving outcomes that matter most to the Calderdale population, particularly those that rely on coordinated action across providers rather than the performance of individual organisations alone. This includes reducing avoidable hospital activity, strengthening neighbourhood-based models of care, improving outcomes for people living with frailty and for children and young people, and tackling health inequalities through prevention and earlier intervention. The shadow year will be used to build a shared evidence base, improve transparency around current activity and spend, and test approaches to joint problem-solving and improvement.

It is important to note that the collaborative is a developmental body and is not intended to reflect any form of “end state” governance in its current form. Throughout the shadow year, it will continually test and iterate on its structure, purpose and intended outcomes and be subject to change throughout the shadow year and beyond.

Over time, the Calderdale Provider Collaborative aspires to operate as a mature place-based provider collaborative, capable of holding greater responsibility for the planning, coordination and delivery of integrated out-of-hospital services. At full operation, the Collaborative will support more coherent pathways across settings, enable services to be delivered closer to home where appropriate, and provide a stable platform for population-based approaches to commissioning and provision, aligned to Calderdale’s wider health and wellbeing ambitions and the West Yorkshire system.

3.2 Aims

The Calderdale Provider Collaborative will aim to strengthen how local providers work together at place, recognising that many of the outcomes that matter most to residents cannot be achieved by organisations acting independently. The Collaborative is intended to provide a structured forum in which NHS providers, the local authority, primary care and the VCSE sector can develop shared understanding, trust and ways of working, while remaining within existing statutory and contractual arrangements. It responds to growing pressures across community,

neighbourhood and out-of-hospital services, and to the need for more coordinated, preventative and population-focused approaches that reflect Calderdale's specific needs, assets and health inequalities. Rather than creating a new statutory body, the Collaborative is designed to support better alignment of priorities, transparency of activity and collective problem-solving at place.

3.3 Objectives

Initial scope based on Community Services and Integrated Neighbourhood Health/Teams (recognising 2 different things). Service clearly linked to keeping people healthy and out of hospital. Phase 1 to include:

- Community Services;
- Better Care Fund;
- Intermediate Beds;
- Core20plus5;
- VCSE Grants;
- Virtual wards/Urgent Community Response; and
- ARRS roles / GP out of hours/ various LESs.

3.4 Principles

i. **Collaboration rather than competition:** The Calderdale Provider Collaborative will operate on the basis of collaboration rather than competition. Members will commit to working together in the interests of the population of Calderdale, recognising that many of the challenges faced cannot be addressed effectively by individual organisations acting alone. Decisions and recommendations will be shaped collectively, with an emphasis on trust, transparency and mutual respect.

ii. **Outcomes-focus:** The Collaborative will be outcomes-focused and improvement-led. Its work will be guided by a shared understanding of the outcomes it is seeking to achieve, rather than solely by organisational performance or contractual boundaries. During the shadow year, this will include developing clarity on priorities, understanding variation and opportunity, and using this insight to drive continuous improvement rather than large-scale structural change.

iii. **Adapt and learn:** The Collaborative will take a pragmatic and proportionate approach to change. The shadow year is intended to support learning, testing and confidence-building, not to introduce unnecessary complexity, duplicative layers of governance or extra layers of risk. Members recognise the importance of clear guardrails during transition and will focus on influencing, shaping and recommending change, rather than seeking to exercise authority beyond a collectively-agreed scope.

iv. **Neighbourhood-focus:** The Collaborative will support neighbourhood-based and community-led models of care as the foundation for improving outcomes

and reducing demand on acute services. This includes valuing the contribution of primary care, community services, mental health services and the VCSE sector, and ensuring that neighbourhood working is enabled rather than fragmented by place-level arrangements.

v. **Financial governance:** The Collaborative will act as a steward of collective resources. While statutory accountability for budgets remains with individual organisations during the shadow period, partners commit to openness about current spend, activity and risk, and to using this shared understanding to identify opportunities to improve value, reduce duplication and better align resources with need over time.

vi. **Remain accountable:** The Collaborative will operate with clear and transparent accountability. It will be accountable to member organisations, to NHS West Yorkshire ICB through place-based governance, and to the Calderdale Health and Wellbeing Board as the primary forum for public accountability. Where collective recommendations cannot be progressed, partners commit to explaining why and to working together to resolve barriers.

vii. **Flexibility and adaptability:** The Collaborative will remain adaptive and iterative. Members recognise that the provider collaborative model will continue to evolve in response to national policy, system direction and local learning. The Calderdale approach will therefore be reviewed and refined over time, with changes agreed collaboratively and grounded in experience rather than assumption.

3.5 Intended Outcomes

The primary aim of the Calderdale Provider Collaborative (Collaborative) is to improve outcomes for the local population by enabling providers to work together more effectively around neighbourhood-based models of care, prevention, and earlier intervention. Through its shadow phase, the Collaborative will focus on learning, testing and shaping recommendations that support integrated working across community services, primary care, mental health, social care and the VCSE sector, with the ultimate goal of improving population health. Reductions in avoidable hospital activity are expected to flow from doing this well, rather than being the sole objective in themselves. Over time, the Collaborative is intended to support clearer pathways, better use of collective resources, and more coherent input into place-based planning and decision-making, while respecting organisational sovereignty and the democratic and statutory role of the Health and Wellbeing Board.

The initial focus will be guided by a statement of intent and principles, which sets out the scope and ambitions for the Collaborative, and includes responsibility for:

- NHS funded Community services

- Better Care Fund
- Intermediate Beds
- Core20plus5
- VCSE Grants
- Virtual wards/Urgent Community Response
- ARRS roles / GP out of hours/ various GP Locally Commissioned Services

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 6 (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 Collaborative;
- 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 13 (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 11 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:

- Calderdale Provider Collaborative: Calderdale Cares Partnership Board

The WY ICB Place Committee remains accountable to WY ICB as set out in Clause 10 (Building Recommendations and Making Decisions) above.

Full details of the Placed-Based Provider Partnership can be found in Schedule 2: Terms of Reference for the Calderdale Provider Collaborative.

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 Calderdale Provider Collaborative:

Organisations	Signatures
Signed by Rob Aitchison CEO on behalf of **Calderdale and Huddersfield NHS Foundation Trust**	
Signed by Robin Tuddenham, Chief Executive for and on behalf of **Calderdale Metropolitan Borough Council**	
Signed by GP on behalf of the **Calderdale GP Provider Collaborative**	
Signed by Mark Brooks	

Organisations	Signatures
for on behalf of **South West Yorkshire Partnership Teaching NHS Foundation Trust**	
Signed by On behalf of the **VCSE via Voluntary Action Calderdale**	
Signed by Robin Tuddenham, 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 12 (Disputes Resolution).
FSoD	WY ICB Financial Scheme of Delegation
OSoD	WY ICB Operational Scheme of Delegation
Parties	Calderdale Provider Collaborative, and NHS West Yorkshire ICB
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, Calderdale.

Terms	Definitions
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	Calderdale Cares Partnership Board

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 12 (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 1 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 4 (Status of this Agreement); or

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

Terms of reference

Calderdale Provider Collaborative Shadow Committee

Version control

Version:	0.5
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	Calderdale Provider Partnership	Sue Baxter, Head of Partnership Governance	10/12/25
0.2	Calder context and narrative	Debbie Robinson	22/12/2025
0.3	Calder context and narrative	Alex Harris	23/12/2025
0.4	Follow-up after 7 Jan design group	Alex Harrs	13/01/2026
0.5	Proofing	Sue Baxter	02/02/2026

1. Purpose

This Shadow Committee is established as a time-limited, developmental forum for the 2026/27 transitional year. Its primary purpose is to test, learn and develop collaborative ways of working at place, to shape future arrangements. For the purposes of this document, 'Provider Collaborative' refers to a voluntary, non-statutory forum for collective working and recommendation, and does not imply pooled accountability or contractual obligation.

The Collaborative Committee is established for 2026/27, as a committee of the Calderdale Cares Partnership, to enable recommendations to be made on business falling within the scope agreed with the Provider Collaborative, with the aim of enabling the emergent Calderdale Provider Collaborative, together with all NHS Statutory Provider organisations and other health and care provider organisations to operate in shadow format within Calderdale from 1 April 2026. The initial scope shared has been based on the presumption that Community Services and Integrated Neighbourhood Health/Teams would be the prime focus of the collaborative, and the collaborative will aim to enable these to operate as effectively as possible.

The further aim of the collaborative and any subsidiary governance structures, working groups or organisational design connected to the collaborative will be clearly linked to improving population outcomes through stronger neighbourhood, community and preventative models of care, with reductions in avoidable hospital activity and any other outcomes expected as a consequence of effective collaboration. Phase 1 of the shadow operations will include within its scope:

- Community services
- Better Care Fund
- Intermediate Beds
- Core20plus5
- VCSE Grants
- Virtual wards/Urgent Community Response
- ARRS roles
- GP out of hours & various GP Locally Commissioned Services at both practice and scale levels

2. Remit and responsibilities

The following responsibilities will fall under the remit of this Shadow Calderdale Provider Collaborative Committee. The committee will operate in shadow form during what will be termed 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 Collaborative contract with West Yorkshire ICB is reached and signed.

The remit of this Shadow Committee is to:

a) To develop, test and recommend collective approaches on behalf of Partners, operating as Calderdale Provider Collaborative, 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 Calderdale Provider Collaborative 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 (where necessary) and to the Calderdale Cares Partnership Board;

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 Calderdale 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 Calderdale 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 Calderdale through a range of activities including:

   a. oversee and / or recommend 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 Calderdale and across West Yorkshire, as appropriate;
   c. sponsor the delivery of high quality and effective care shifting care delivery 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 sickness to prevention;
   d. work together with NHS West Yorkshire ICB Integrator team to:
      - collaborate with partners to create the integrated neighbourhood health model;

- support and enable primary care operations and transformation within the scope services, functions and budgets, and excluding nationally contracted services unless agreed within scope;
- 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.

All formal decisions remain subject to the approval of the ICB place committee, in line with ICB delegation.

b) To make recommendations to the place committee on behalf of Partners operating as Calderdale Provider Collaborative, 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 Calderdale Provider Collaborative's system delivery and performance, underpinned by the statutory and contractual accountabilities of individual organisations;

ii. Where relevant, the Shadow Committee may provide a forum for sharing learning and understanding system implications associated with provider development pathways, without implying collective commitment or resource reallocation.

iii. develop and recommend priorities, principles and options to inform place-based planning undertaken through statutory bodies, having regard to health and care strategy, planning requirements and the Calderdale health and wellbeing strategy;

iv. 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

v. sponsor and draw assurance from Place Provider Partnership's strategic and operational risk management approach.

The Shadow Committee's primary accountability is to Calderdale Place. Collaboration with Kirklees and Wakefield will be purposeful and time-limited, focused on shared learning or agreed programmes, and will not require partners to provide assurance or oversight for services outside their statutory responsibility.

3. Statutory and Financial Safeguards

Nothing in these Terms of Reference shall be interpreted as delegating statutory responsibilities, financial authority, or regulatory accountability from individual partner organisations. All activity will be conducted in line with each organisation's Standing Financial Instructions, Schemes of Delegation, statutory duties or any other applicable considerations.

4. Members

The Members of the Calderdale Place Provider Collaborative Committee are:

- Calderdale and Huddersfield NHS Foundation Trust
- GP Provider Collaborative (this is currently being formed) (representation from Calderdale LMC Ltd, until its established)
- Calderdale Metropolitan Borough Council
- South West Yorkshire Partnership Teaching NHS Foundation Trust;
- VCSE via Voluntary Action Calderdale

5. 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:

- Deputy Director of Integration; (ICB- Calderdale Place)
- Shadow Committee Secretariat;

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

6. 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.

7. Chair

The Chair of this Shadow Committee shall be an 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.

8. Quoracy and Decisions

The quorum for meetings shall be a minimum of three members, representing at least 50% of the membership, and must include:

- at least one NHS Trust Chief Executive (or deputy), furthermore;
- any recommendation or decision that materially impacts a member organisation shall not be made in the absence of said organisation.
- Decisions will be reached by consensus wherever possible. If a proposal has a significant impact on a specific sector or organisation and their representatives do not agree, the decision may be deferred once to allow further discussion within that sector or organisation. Any deferral must:
    - Have a clear and agreed purpose
    - Be time-limited – to be agreed by the collaborative
    - Include a clear narrative to be recorded in the minutes that explains what needs to be resolved and the pathway for resolution
    - After the agreed period, the matter will return for decision-making, and a recommendation will be made based on the information available at that point.

9. 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).

10. Urgent decisions

Recommendations for an urgent decisions may only be taken between meetings where delay would result in material risk. Recommendations for an urgent decisions will be made via convening an extraordinary meeting of the provider collaborative. Where this is not possible, consensus will be sought from members via e-mail. Any recommendations for an urgent decision taken must be noted at the next formal meeting.

11. 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.

12. Secretariat support

Secretariat support will operate on behalf of the Shadow Committee collectively and independently of any single member organisation. 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 secretariat support]

13. Authority

All Members and Attendees will operate within the Calderdale, Kirklees and Wakefield Provider Partnership'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:

- Insert here

14. Reporting

This Shadow Committee shall submit its minutes to NHS West Yorkshire ICB's place committee in Calderdale; 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.

The Shadow Committee will work in partnership with the Health and Wellbeing Board, recognising its role in setting strategic priorities, overseeing delivery against agreed plans, and providing democratic accountability.

15. Review date

These Terms of Reference will be reviewed after three months of operation, and thereafter as required during the transitional year.

16. Implementation

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