

1. NHS BRADFORD DISTRICT AND CRAVEN CLINICAL COMMISSIONING GROUP
2. AIREDALE NHS FOUNDATION TRUST
3. BRADFORD DISTRICT CARE NHS FOUNDATION TRUST
4. BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST
5. CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL
6. BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY
7. BRADFORD VCS ALLIANCE LIMITED
8. LOCAL CARE DIRECT
9. MODALITY PARTNERSHIP
10. WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE
11. BRADFORD CARE ASSOCIATION LIMITED
12. AFFINITY CARE

STRATEGIC PARTNERING AGREEMENT

FOR THE TRANSFORMATION AND BETTER INTEGRATION OF HEALTH AND CARE SERVICES FOR THE POPULATION OF BRADFORD DISTRICT AND CRAVEN

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Date:**2021**

This Strategic Partnering Agreement (SPA) is made between:

1. **NHS BRADFORD DISTRICT AND CRAVEN CLINICAL COMMISSIONING GROUP** of Scorex House (West), 1 Bolton Road, Bradford BD1 4AS ("CCG");
2. **AIREDALE NHS FOUNDATION TRUST** of Airedale General Hospital, Skipton Road, Steeton, Keighley BD20 6TD;
3. **BRADFORD DISTRICT CARE NHS FOUNDATION TRUST** of New Mill, Victoria Road, Saltaire, West Yorkshire, BD18 3LD;
4. **BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST** of Duckworth Ln, Bradford BD9 6RJ;
5. **CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL** of Bradford City Park, City Hall, Centenary Square, Bradford BD1 1HY ("Council");
6. **BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY** (Registered Company number 10083487) of The Ridge Medical Centre, Cousen Road, Bradford, BD7 3JX;
7. **BRADFORD VCS ALLIANCE LIMITED** (Registered Company number 10597133) whose registered office is Perkin House, Grattan Road, Bradford. BD1 2LU;
8. **LOCAL CARE DIRECT** (Registered Company number IP29766R) of Sheridan Teal House, Unit 2 Longbow Close, Pennine Business Park, Bradley, Huddersfield HD2 1GQ;
9. **MODALITY PARTNERSHIP** of Orsborn House, 55 Terrace Road, Handsworth, Birmingham B19 1BP;
10. **WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE** of Springs Lane, Ilkley LS29 8TH;
11. **BRADFORD CARE ASSOCIATION LIMITED** (Registered Company number 11911880) of 68 Kirkgate, Shipley, England, BD18 3EL; and
12. **AFFINITY CARE** of The Westcliffe Building, Westcliffe Road, Shipley BD18 3EE, together referred to in this SPA as the "**Parties**" and each individually a "**Party**".

The CCG and the Council (where acting as a commissioner and not a provider of social care and/or public health services) are together referred to in this SPA as the "**Commissioners**".

The other Parties, excluding the Commissioners but including the Council (where acting as a provider of social care and/or public health services), are together referred to in this SPA as the "**Providers**".

RECITALS

1. The NHS Long Term Plan (LTP) published in January 2019 aimed to accelerate the

redesign of patient care to future-proof the NHS for the decade ahead including the move to a new service model in which patients get more options, better support, and properly joined-up care at the right time in the optimal care setting. It also placed a focus on taking action to strengthen the NHS contribution to prevention and health inequalities.

2. The white paper published by the Department of Health and Social Care in February 2021¹ (the White Paper) builds on the LTP vision and sets out the key components of an integrated care system (ICS), which are proposed to be set out in a new Health and Care Bill. One of these components is “*strong and effective place-based partnerships*” in local places between the NHS, local government and key local partners, interfacing with a statutory ICS for West Yorkshire & Harrogate and provider collaboratives. Subject to the required parliamentary process in respect of the Health and Care Bill, it is expected that the CCG will be dissolved and its functions transferred to the ICS in April 2022, with a mechanism to allow Integrated Care Partnerships at place level to exercise some functions, reflecting the subsidiarity principle.
3. The Parties have operated under a strategic partnering agreement since 2019 through which they have developed an effective framework for a place-based partnership for Bradford District & Craven through their ‘Act as One’ approach. This framework has been tested in extreme circumstances through the Covid-19 pandemic. The Parties recognise that from April 2021 until April 2022 (in line with the White Paper proposals) they will need to undertake a programme of work through the governance arrangements set out in this Agreement to further develop their partnering arrangements to become an effective Integrated Care Partnership (ICP) from April 2022.
4. As at the Commencement Date, the Covid-19 pandemic is continuing, and the Parties acknowledge that they will need to continue to support each other and work in partnership through this Agreement to address the significant health and wellbeing challenges, including health inequalities, facing the people of Bradford District & Craven.
5. This SPA sets out the operating framework (as at April 2021), values, principles and shared ambition of the Parties in supporting work towards the transformation of health and care and better health and wellbeing outcomes for the people who live in Bradford District and Craven through the ICP model. It sets out a programme of work (the SPA Work Plan) to be undertaken by the Parties in order to develop the arrangements under

¹ *Integration and Innovation: working together to improve health and social care for all* ([Integration and Innovation: working together to improve health and social care for all](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/92421/integration-and-innovation-working-together-to-improve-health-and-social-care-for-all.pdf) ([publishing.service.gov.uk](https://www.publishing.service.gov.uk)))

this Agreement ready for shadow operation by October 2021.

6. The Commissioners are the statutory bodies responsible for planning, organising and buying social care, NHS-funded healthcare, support and community services for people who live in Bradford District and Craven. The Providers are providers of social care, NHS funded healthcare, support and community services to the population across Bradford District and Craven.
7. The Council has a role within this SPA as both a commissioner of public health and social care services but also as a provider of social care services either through direct delivery or through various subcontracts. In its role as commissioner of social care services the Council shall be a Commissioner and in its role as provider of social care services it shall be a Provider. The Council recognises the need to ensure that any potential internal or external conflicts of interest are appropriately identified and managed.
8. Specific new services and initiatives may be added by agreement and inserted into this SPA as required to further the collaborative work of the Parties.
9. This SPA has been drafted to work alongside:
 - (a) the Services Contracts between the Commissioners and the Providers for the delivery of the Services;
 - (b) the Section 75 Agreement entered into by the Commissioners on 1 April 2020 as a “Framework Partnership Agreement relating to the Commissioning of Health and Social Care services” under which they commission the services listed in the schedules to that agreement; and
10. This SPA replaces the previous Strategic Partnering Agreement entered into by certain of the Parties dated May 2019 which is terminated with effect from the Commencement Date.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this SPA, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.2 In this SPA, 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 a reference to a “Provider” or “Commissioner” includes its personal representatives, successors or permitted assigns;
- 1.2.3 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;
- 1.2.4 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;
- 1.2.5 documents in “**agreed form**” are documents in the form agreed by the Providers and initialled by them for identification and attached to this SPA; and
- 1.2.6 a reference to writing or written includes faxes and e-mails.

2. STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 The Parties have together formed a strategic partnership on the terms set out in this SPA in order to develop an operating framework for an Integrated Care Partnership to deliver better health outcomes for the population of Bradford District and Craven.
- 2.2 This SPA sets out the key terms that the Parties have agreed in how the Commissioners and Providers will work together in a collaborative and integrated way on a Best for Bradford District and Craven basis to develop and implement an ICP model for Bradford District and Craven. The Services Contracts set out how the Parties provide Services to Bradford District and Craven. This SPA is not intended to conflict with or take precedence over the terms of the Services Contracts unless expressly agreed by the Parties to the respective Services Contract.
- 2.3 The Parties agree that, notwithstanding the good faith consideration that each Party has afforded the terms set out in this SPA and save as provided in Clause 2.4 below, this SPA shall not be legally binding. The Parties enter into this SPA intending to honour all their obligations. Certain aspects of this SPA are not relevant to particular types of organisation due to their differing legal and statutory status. These are indicated in the table at Annex 1 to this SPA as may be amended from time to time.
- 2.4 Clauses 12 (Information Sharing and Conflicts of Interest), 17 (Liability), 20 (Assignment and Novation), 21 (Confidential Information), 22 (Freedom of Information), 23 (Intellectual Property), 28 (Counterparts) and 31 (Governing Law and Jurisdiction) shall come into force from the date hereof and shall give rise to legally binding commitments between the Parties.
- 2.5 Each of the Providers either have entered or will enter into individual Services Contracts (or where appropriate combined Services Contracts) with one or more of the

Commissioners for Services. The Commissioners may also enter certain contracts with each other such as agreements for the pooling of funds or resources between the Commissioners. This SPA will be referred to in, supplement and work alongside these arrangements as the overarching operating framework across Bradford District and Craven.

3. ACTIONS TAKEN PRIOR TO AND POST THE COMMENCEMENT DATE

- 3.1 Each Party shall provide to each of the other Parties on or prior to the Commencement Date confirmation that it has approved entry into this SPA.

4. DURATION AND REVIEW

- 4.1 This SPA shall take effect on the Commencement Date and will continue in full force and effect and will expire on 31 March 2023 (the “**Initial Term**”), unless and until terminated in accordance with the terms of this SPA.
- 4.2 The Parties may by agreement in writing extend the Initial Term of the SPA by a further additional period of up to three (3) years (the “**Extended Term**”).
- 4.3 The Parties will review progress made against the SPA Work Plan and the terms of this Agreement at six monthly intervals from the Commencement Date or as otherwise agreed between the Parties and may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 19 (*Variations*).

SECTION A: VISION, OBJECTIVES AND PRINCIPLES

Whilst the terms of clauses 5, 6 and 7 are not legally binding the Parties all enter into this SPA intending to honour their obligations within them and to work towards the delivery of the vision and the objectives.

5. BRADFORD DISTRICT AND CRAVEN ICP VISION

- 5.1 The Parties have agreed to work towards a common vision that:
- 5.1.1 People will be healthier, happier, and have equitable access to high quality care.
- 5.1.2 People will be in control of their health and wellbeing, and will be supported to stay healthy, well and independent through their whole life. Communities and the health and care system will coproduce health and wellbeing, and will focus on prevention and early intervention.
- 5.1.3 Reducing the widening health inequalities in Bradford District and Craven is a priority. We will tackle inequality in access and quality of healthcare, and we will contribute to addressing the wider causes of inequality by playing a full part in social and economic development and environmental sustainability.

- 5.1.4 When people need access to care and support it will be available to them through a proactive and joined up health, social care and wellbeing service designed around their needs. Access to services will include digital options and will be provided as close to where they live as possible.

In short ... Happy, Healthy at Home

6. BRADFORD DISTRICT AND CRAVEN ICP OBJECTIVES

- 6.1 The Parties wish to deliver improved population health through integrated health, care and support. The Parties have agreed a collective way of working – “Act as One” – which they will use to achieve the following Objectives:
- 6.1.1 deliver the Bradford District and Craven Integrated Care Partnership Plan, and contribute to the delivery of the West Yorkshire Integrated Care System Plan;
 - 6.1.2 coordinate the local contribution to health, social and economic development to prevent future risks to health and wellbeing;
 - 6.1.3 share collective responsibility for the management of our collective resources, purposefully deployed to secure better outcomes for our population; including incrementally increasing the proportion of our resource used on prevention;
 - 6.1.4 develop population health management capabilities to:
 - (a) identify, understand and take into account the wider determinants of people’s health and wellbeing;
 - (b) proactively improve primary and secondary prevention and better target interventions;
 - (c) reduce health inequalities;
 - (d) use evidence of people’s experiences of services and outcomes gathered through involvement and authentic public engagement strategies to inform the co-production of simple, modern, joined-up health and care services; and
 - (e) deliver personalised care; and deliver health and care services that are developed in partnership with the communities they seek to serve; and
 - 6.1.5 recognise, support and develop the collective health and care workforce as a key asset in achieving the vision and objectives.
- 6.2 The Parties will work together and “Act as One”, making collective decisions on a Best for Bradford District and Craven basis to achieve these Objectives, and in doing so will ensure that the impact of changes in one part of the health and care system on other parts are understood and taken into account.

7. THE PRINCIPLES

- 7.1 These Principles underpin the delivery of the Parties' obligations under this SPA and set out key factors for a successful relationship between the Parties.
- 7.2 The Parties acknowledge and confirm that the successful delivery of the operating framework for the ICP will depend on their ability to effectively co-ordinate and combine their expertise and resources in order to deliver an integrated approach to the planning, provision and use of community assets and services across the Commissioners and Providers.
- 7.3 The principles are that the Parties will work together in good faith and, unless the provisions in this SPA state otherwise, the Parties will:
- 7.3.1 act as one team, pursuing one vision; united in our greater purpose to improve population health outcomes; we will be ambitious for the people we serve and the staff we employ;
 - 7.3.2 exercise leadership for the whole of our Integrated Care Partnership, as well as for our individual organisations; behaving in ways which model our shared values;
 - 7.3.3 assume good intentions, and support each other to work collaboratively in the spirit of continuous improvement;
 - 7.3.4 act with honesty and integrity, challenging constructively when we need to, and trusting each other to do the same;
 - 7.3.5 implement shared priorities and decisions, holding each other to account for delivery of improved outcomes and reduced inequalities;
 - 7.3.6 listen to people and act on their feedback;
 - 7.3.7 understand that we are stewards of the health and care system on behalf of our citizens, now and for future generations; so we will build constructive relationships with communities for the long term;
 - 7.3.8 do the work once – duplication of systems, processes and work should be avoided as wasteful and potential source of conflict;
 - 7.3.9 undertake shared analysis of problems and issues as the basis of taking action; and
 - 7.3.10 apply subsidiarity principles in all that we do – with work taking place at the appropriate level and as near to local as possible,
- (these principles together with the Financial Principles (Schedule 6) and Workforce Principles (Schedule 7) are the “**Principles**”).

SECTION B: DELIVERY OF THE VISION AND OBJECTIVES**8. PROBLEM RESOLUTION AND ESCALATION**

- 8.1 The Parties agree to adopt a systematic approach to problem resolution that recognises the Vision, Objectives and the Principles of the SPA set out in clauses 5, 6 and 7 above.
- 8.2 If a problem, issue, concern or complaint comes to the attention of a Party which relates to the Principles or any matter in this SPA and is appropriate for resolution between the Commissioners and the Providers under this SPA such Party shall notify the other Parties and the Parties each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion.
- 8.3 If any Party considers an issue identified in accordance with Clause 8.2 to amount to a Dispute requiring resolution in accordance with Clause 18 (*Dispute Resolution Procedure*) and such issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Programme Board appropriate to the Services in question or if there is no relevant Programme Board to the relevant Health and Care Partnership (or the ICP Board if the Dispute affects more than one of the Health & Care Partnerships), which shall decide on the appropriate course of action to take.
- 8.4 Subject to Clause 18 (*Dispute Resolution Procedure*), if the matter referred to in Clause 8.3 above cannot be resolved by the Programme Board appropriate to the Service, within 15 Operational Days, the matter may be escalated to the relevant Health and Care Partnership (or the ICP Board if the Dispute affects more than one of the Health and Care Partnerships) for resolution.

9. OBLIGATIONS AND ROLES OF THE PARTIES***General obligations of the Parties and mutual accountability***

- 9.1 Each of the Parties will co-operate in good faith with the others to facilitate the proper performance of this SPA and in particular will:
- 9.1.1 use all reasonable endeavours to avoid unnecessary disputes and claims against any other Party;
 - 9.1.2 not interfere with the rights of any other Party and its servants, agents, representatives, contractors or sub-contractors (of any tier) on its behalf in performing its obligations under this SPA nor in any other way hinder or prevent such other Party or its servants, agents, representatives, or sub-contractors (of any tier) on its behalf from performing those obligations; and

- 9.1.3 subject to Clause 9.3, assist the other Parties (and their servants, agents, representatives, or sub-contractors (of any tier)) in performing those obligations so far as is reasonably practicable; and
 - 9.1.4 not wilfully impede the other Parties in the performance of their obligations under this SPA (having regard always to the interactive nature of the activities of the Parties and the Services or any other of the Parties' statutory functions).
- 9.2 Each Party severally undertakes that it shall:
- 9.2.1 work collaboratively with the other Parties in accordance with the Principles;
 - 9.2.2 focus on the delivery of key actions that have been agreed across the Parties in the ICP Board and HCPs and agreement on areas where they require support from the wider group of Parties to ensure the effective management of financial and delivery risk; and
 - 9.2.3 co-operate with the other Parties in providing a system wide approach and response to national regulatory bodies (including NHS England & Improvement and the CQC) and the Integrated Care System for West Yorkshire and Harrogate from the Bradford District and Craven system through the Health and Care Partnerships and the ICP Board on regulatory issues which impact upon the Services or the ability of the Parties to deliver the Vision and Objectives.
- 9.3 Nothing in this Clause 9 shall:
- 9.3.1 interfere with the Health and Wellbeing Board's statutory role as the vehicle for joint local system leadership for health and care or other statutory roles of the Parties;
 - 9.3.2 interfere with the right of each Party to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this SPA in the manner in which it considers to be the most effective and efficient; or
 - 9.3.3 oblige any Party to incur any additional cost or expense or suffer any loss in excess of that required by its proper performance of its obligations under this SPA.

Commissioners' obligations and role

- 9.4 The Commissioners will:
- 9.4.1 help to establish and manage an environment that encourages collaboration between the Providers where permissible;
 - 9.4.2 provide clarity on the resources available for Bradford District and Craven from their organisations clearly articulating health and care outcomes, performance standards, scope of services and technical requirements for the Providers;

- 9.4.3 support the Providers in developing links to other relevant services;
- 9.4.4 provide skilled resources for commissioning of the Services (i.e. including relevant know-how);
- 9.4.5 comply with all of their statutory duties; and
- 9.4.6 seek to commission the Services in an integrated, effective and streamlined way leading performance development and culture change and encompassing:
 - (i) operational performance;
 - (ii) quality and outcomes through population health management; and
 - (iii) service transformation.
- 9.5 The Providers will:
 - 9.5.1 act collaboratively and in good faith with each other in accordance with Guidance, National Standards and the Law to ensure the performance of the Services in having at all times regard to the welfare of service users; and
 - 9.5.2 co-operate fully and liaise appropriately with each other in order to ensure a co-ordinated approach to promoting the quality of care across the Services and so as to achieve continuity in the provision of the Services that avoids inconvenience to, or risk to the health and safety of employees of the Providers or service users; and
 - 9.5.3 through high performance, unlock and generate enhanced innovation and better outcomes and value for Bradford District and Craven.
- 9.6 Each Provider acknowledges and confirms that:
 - 9.6.1 it remains responsible for performing its obligations and functions for delivery of the Services to the Commissioners in accordance with its Services Contracts; and
 - 9.6.2 it will be separately and solely liable to the Commissioners for the provision of the elements of the Services where these come under its own Services Contracts.

SECTION C: GOVERNANCE ARRANGEMENTS

10. GOVERNANCE

- 10.1 The governance structure for this SPA in Bradford District and Craven will consist of:
 - 10.1.1 the ICP Board;
 - 10.1.2 the Airedale Wharfedale and Craven Health and Care Partnership Board; the Bradford and District Health and Care Partnership Board; and the Mental Health,

Learning Disabilities and Neurodiversity Health and Care Partnership Board
(together the “**Health and Care Partnerships**”);

10.1.3 the Programme Boards; and

10.1.4 the System Committees.

ICP Board

- 10.2 The ICP Board is the group responsible for setting the strategy for the health and care system in Bradford District and Craven, in line with the strategy of the Health and Wellbeing Boards. The ICP Board leads the Parties’ collaborative approach to the Services, the development of the ICP and working in accordance with the Principles across the Bradford District and Craven system. The ICP Board will report to the Health and Wellbeing Boards for Bradford District and Craven as well as the Overview and Scrutiny Committees of the Council. It will hold the Health and Care Partnerships and System Committees to account. It will have other responsibilities as defined in its terms of reference set out in Part 1 of Schedule 2 (ICP Board – Terms of Reference).
- 10.3 The ICP Board shall not be a committee of any Party or any combination of Parties and will operate as a collaborative forum.

Health and Care Partnerships

- 10.4 The Health and Care Partnerships will be responsible for managing the Parties’ input into the Services and the delivery of the Objectives, and shall play key roles in linking the ICP with neighbourhood levels in Bradford District & Craven. The Health and Care Partnerships shall not be a committee of any Party or any combination of Parties and will operate as a collaborative forum.
- 10.5 The terms of reference for the Health and Care Partnerships shall be as set out in Part 2 of Schedule 2 (Health and Care Partnerships – Terms of Reference).

System Committees

- 10.6 The System Committees are established by the ICP Board and are responsible for developing a system-wide approach in their respective areas of focus. The System Committees will provide advice and assurance to the ICP Board in their areas of focus and play a key role in driving improvement across the ICP. The System Committees report to the ICP Board and include the System Finance & Performance Committee and System Quality Committee, the terms of reference for which are set out in Part 3 of Schedule 2 (System Committees – Terms of Reference).

Programme Boards

- 10.7 The Programme Boards are the groups responsible for managing the collaborative operation of the Parties and the delivery of the Services. The Programme Boards will act in accordance with their terms of reference that are to be agreed on a programme-by-programme basis in respect of each Programme to be adopted under the SPA and must:
- 10.7.1 recommend to the ICP Board and the Health and Care Partnerships for their approval or rejection as to how the Services should be delivered in a more integrated way for Bradford District and Craven (subject always to the terms of the Services Contracts and the formal decisions of the relevant Parties); and
 - 10.7.2 provide clinical and professional leadership with regard to the Services.
- 10.8 The Parties must each ensure that the relevant representatives (or their appointed deputy) attend all of the meetings of the governance groups set out in Clause 10.1 above respectively and participate fully and exercise their voting rights on a Best for Bradford District and Craven basis and in accordance with the Vision, Objectives and Principles.

Community Partnerships

- 10.9 Community Partnerships are the basis upon which the Parties coordinate, plan and deliver at neighbourhood level. The Parties will continue to develop ways of devolving decision making as close to communities as possible. Each Community Partnership has a Primary Care Network within it. The Parties acknowledge and agree that Primary Care Networks are an integral part of the Bradford District and Craven Community Partnerships, not an alternative to them.

11. RESERVED POWERS

- 11.1 The Parties agree and acknowledge that nothing in this SPA shall operate as to require them to make any decision or act in anyway which shall place any Party in breach of:
- 11.1.1 Law;
 - 11.1.2 any Services Contract;
 - 11.1.3 any specific Department of Health and Social Care policies;
 - 11.1.4 in the case of the Council, the Council constitution;
 - 11.1.5 in the case of the CCG, the CCG constitution;
 - 11.1.6 any requirement upon the Commissioners to undertake and have regard to the results of public consultation; or

11.1.7 in the case of a Provider, its constitution, any terms of its provider licence from NHS Improvement, its registration with the CQC or to breach any legislative requirements including the NHS Act 2006 (as amended); or

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

and neither the ICP Board or Health and Care Partnerships will make a final recommendation which requires any Party to act as such.

11.2 Annex 2 contains a summary of the relevant statutory roles of the Parties which could be impacted by the operation of this SPA.

12. INFORMATION SHARING AND CONFLICTS OF INTEREST

12.1 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality in order to meet the Vision, Objectives and Principles the Parties agree to share all information relevant to the provision of the Services in an honest, open and timely manner.

12.2 The Parties 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 SPA or the performance of the Services, immediately upon becoming aware of the conflict of interest whether that conflict concerns the Party or any person employed or retained by them for or in connection with the performance of the Services;

12.2.2 not allow themselves to be placed in a position of conflict of interest or duty in regard to any of their rights or obligations under this SPA (without the prior consent of the other Parties) before they participate in any decision in respect of that matter; and

12.2.3 use best endeavours to ensure that their representatives on the governance groupings for the operating framework also comply with the requirements of this Clause 12 when acting in connection with this SPA or the performance of the Services.

12.3 If there is:

12.3.1 any uncertainty or a lack of consensus between the Parties regarding the existence of a conflict of interest under Clause 12.2.1 or 12.2.2; or

12.3.2 any query or Dispute as to whether any Party is put in a position (or will be) of conflict under Clause 12.2.2,

which cannot be resolved with recourse to the protocol referred to in Clause 12.4, any Party may refer the matter for resolution under Clause 18 (Dispute Resolution Procedure).

- 12.4 The Parties have agreed, and will each comply with, a protocol for managing conflicts of interest as set out in Schedule 9 (*System Protocols*). The Parties will finalise a protocol for managing the sharing of information in accordance with Competition Law and data protection requirements during the Initial Term.

SECTION D: FINANCIAL AND WORKFORCE FRAMEWORK, LIABILITY, ADMISSION AND EXCLUSION

13. FINANCIAL PRINCIPLES

- 13.1 The Parties will act in accordance with the Financial Principles set out in Schedule 6 to this SPA to facilitate greater transparency and collaborative working to achieve the changes required to deliver financial sustainability for Bradford District and Craven.
- 13.2 Whilst the Parties will be paid in accordance with the mechanism set out in the Services Contracts in respect of their Services they also acknowledge that they are ready to work together, manage risk together, and support each other when required to deliver the changes required to achieve financial sustainability and live within the resources of Bradford District and Craven.

14. WORKFORCE PRINCIPLES

- 14.1 The Parties will act in accordance with the Workforce Principles set out in Schedule 7 to this SPA to maximise the collective resources of the Parties to achieve the changes required to deliver the Vision and Objectives for Bradford District and Craven.

15. EXCLUSION AND TERMINATION

- 15.1 Parties may be excluded on notice from this SPA and participation in the Health and Care Partnerships and ICP Board in the event of:
- 15.1.1 the termination of their Services Contract; or
 - 15.1.2 an event of Insolvency affecting them.
- 15.2 Without affecting any other right or remedy available to it, any Party may exit this SPA on giving not less than 6 months' written notice to the ICP Board.
- 15.3 Any Party may also be excluded from the SPA and participation in the Health and Care Partnerships, the ICP Board and System Committees if the Party in question has materially breached the terms of this Agreement by a resolution passed at a meeting of the ICP Board of not less than 75% of the Parties voting at that meeting. The Party which is the subject of the resolution to remove it from SPA shall be entitled to make

representations to the other Parties at the ICP Board meeting at which the resolution is being proposed prior to any vote being taken on such resolution.

Consequences of termination / exclusion / withdrawal

- 15.4 Where a Party is excluded from this SPA, or withdraws from it, the Parties agree to work together in good faith to agree necessary changes so that the SPA continues to operate effectively on a Best for Bradford District and Craven basis. Any departing Party (whether exiting or excluded) shall procure that all data and other material belonging to any other Party under this SPA shall be delivered back to the relevant Party, deleted or destroyed as soon as reasonably practicable and confirm to the remaining Parties when this has been completed. The departing Party shall also on exit grant a new licence to the remaining Parties to continue to use any of its existing or new Intellectual Property under the terms of Clause 23 to the extent that it remains required for the sole purpose of the fulfilment of the remaining Parties obligations under this SPA.

16. INTRODUCING NEW PARTIES

- 16.1 Subject to complying with applicable Law, if appropriate to achieve the Objectives, the Parties at the ICP Board may agree to include additional parties who meet the admission criteria to this SPA as set out at Clause 16.2. If the ICP Board agrees on such a course, the new parties will become parties to this SPA on such terms as the current Parties shall jointly agree subject to referral to the Dispute Resolution Procedure in the event of any disagreement.
- 16.2 The admission criteria for a party to be considered for admission and participation under this SPA by the ICP Board shall be that they hold a contract for services to the population of Bradford District and Craven of a scale that the Parties consider enables them to assist in the delivery of the Vision and Objectives across the population.
- 16.3 The Parties intend that any organisation who is a party to this SPA (including themselves) shall commit to the Vision, Principles and the Objectives and ownership of the system success/failure as set out in this SPA.

17. LIABILITY

The Parties' 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 SPA.

18. DISPUTE RESOLUTION PROCEDURE

Subject to compliance with Clause 8, any Dispute will be resolved in accordance with the Dispute Resolution Procedure set out at Schedule 4.

SECTION E: FUTURE DEVELOPMENT OF THE INTEGRATED CARE PARTNERSHIP FOR BRADFORD DISTRICT & CRAVEN

The Parties have agreed to work together to further develop, and implement, the SPA Work Plan, the initial draft of which is set out in Schedule 8 (*SPA Work Plan*). The areas for development set out in the SPA Work Plan have been identified by the Parties as priorities for 2021/22 in order to ensure that the ICP is thriving and ready to transition to the new model of health and care planning and delivery for Bradford District & Craven in shadow form by October 2021, and fully functioning by April 2022. The SPA Work Plan will form part of a wider programme of work to be undertaken to develop the ICP during 2021/22. The Parties will keep the SPA Work Plan under review through the governance structures set out in this Agreement and may agree to amend the SPA Work Plan as required during the Initial Term in accordance with Clause 19 (Variations), in line with policy direction and legislative developments.

SECTION F: GENERAL PROVISIONS**19. VARIATIONS**

- 19.1 The provisions of Schedule 5 (Change Procedure) will apply.
- 19.2 Save as set out in Clause 20, any amendment, waiver or variation of this SPA will not be binding unless set out in writing, expressed to amend, waive or vary this SPA and signed by or on behalf of each of the Parties.

20. ASSIGNMENT AND NOVATION

Unless the Parties agree otherwise in writing, the Services Contracts are personal to those Parties that have entered into those Services Contracts and none of the Parties will novate, assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of their rights and responsibilities under any Services Contract or this SPA.

21. CONFIDENTIAL INFORMATION

- 21.1 Each Party shall keep in strict confidence all Confidential Information it receives from another Party to this SPA except to the extent that such Confidential Information is required by Law to be disclosed, is already in the public domain, or comes into the public domain otherwise than through an unauthorised disclosure by a Party to this SPA. Each Party shall use any Confidential Information received from another Party solely for the purpose of complying with its obligations under this SPA and the Vision and Objectives in accordance with the Principles and for no other purpose. No Party shall use any Confidential Information received under this SPA for any other purpose including use for their own commercial gain in services outside of the Services or to inform any competitive bid for any elements of the Services without the express written permission of the disclosing Party.

- 21.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Party or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights that a Party may have in respect of such Confidential Information.
- 21.3 The Parties agree to procure, as far as is reasonably practicable, that the terms of this Clause 21 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 SPA and this Clause will survive the expiry or the termination of this SPA for a period of 5 years.
- 21.4 Nothing in this Clause 21 will affect any of the Parties' regulatory or statutory obligations, including but not limited to Competition Law.

22. FREEDOM OF INFORMATION

- 22.1 If any Party receives a request for information relating to this SPA or the Services under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, it shall (within not more than seven (7) days from receipt of the request) consult with the other Parties before responding to such request and, in particular, shall have due regard to any claim by any other Party to this SPA that the exemptions relating to commercial confidence and/or confidentiality apply to the information sought.

23. INTELLECTUAL PROPERTY

- 23.1 In order to meet the Vision and the Objectives each Party grants each of the other Parties a fully paid up non-exclusive licence to use its existing Intellectual Property related to the Services but only insofar as it is reasonably required for the sole purpose of the fulfilment of that Party's obligations under this SPA.

New Intellectual Property

- 23.2 If any Party creates any new Intellectual Property through the development of the Services between the Parties, the Party which creates the new Intellectual Property will grant to the other Parties a fully paid up non-exclusive licence to use the new Intellectual Property for the sole purpose of the fulfilment of that Party's obligations under this SPA.

24. NOTICES

- 24.1 Any notice or other communication given to a Party under or in connection with this SPA shall be in writing, addressed to that Party at its principal place of business or such other address as that Party may have specified to the other Party in writing in

accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or email.

- 24.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 24.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one (1) Operational Day after transmission.

25. SEVERANCE

- 25.1 If any court or competent authority finds that any provision of the SPA (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the SPA shall not be affected.
- 25.2 If any invalid, unenforceable or illegal provision of the SPA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

26. WAIVER

A waiver of any right or remedy under the SPA is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the SPA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

27. NO PARTNERSHIP

Nothing in this SPA is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this SPA.

28. COUNTERPARTS

This SPA may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this SPA, but all the counterparts shall together constitute the same agreement. The expression "counterpart" shall include any executed copy of this SPA transmitted by fax or scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each party has executed at least one counterpart.

29. THIRD PARTY RIGHTS

A person who is not a party to this SPA shall not have any rights under or in connection with it.

30. ENTIRE AGREEMENT

This SPA and the Services Contracts constitute the entire agreement between the Parties and supersedes all prior discussions, correspondence, negotiations, arrangements, representations, understandings or agreements between them, whether written or oral, relating to its subject matter.

31. GOVERNING LAW AND JURISDICTION

This SPA, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and where applicable, the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This SPA for Bradford District and Craven has been entered into on the date stated at the beginning of it.

BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT

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<p>Signed by</p> <p>for and on behalf of NHS BRADFORD DISTRICT AND CRAVEN CLINICAL COMMISSIONING GROUP</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of BRADFORD DISTRICT CARE NHS FOUNDATION TRUST</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of AIREDALE NHS FOUNDATION TRUST</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of BRADFORD VCS ALLIANCE LIMITED</p>	<p>.....</p>

BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT

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<p>Signed by</p> <p>for and on behalf of LOCAL CARE DIRECT</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of MODALITY PARTNERSHIP</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE</p>	<p>.....</p>
<p>Signed by</p> <p>for and on behalf of BRADFORD CARE ASSOCIATION LIMITED</p>	<p>.....</p>
<p>Signed by MATTHEW FAY</p> <p>for and on behalf of AFFINITY CARE</p>	<p>.....</p>

SCHEDULE 1**Definitions and Interpretation**

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

Best for Bradford District and Craven	best for the achievement of the Vision and Objectives for Bradford District and Craven on the basis of the Principles
Bradford District and Craven	the geographical population group covered by the CCG
Change	any alteration of or variation to this SPA or any Services Contract including a Mandatory Change as set out in Schedule 5 (<i>Change Procedure</i>)
Competition Law	the Competition Act 1998 and the Enterprise Act 2002, as amended by the Enterprise and Regulatory Reform Act 2013 and as applied to the healthcare sector by Monitor in accordance with the Health and Social Care Act 2012.
Confidential Information	all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this SPA
Dispute	any dispute arising between two or more of the Parties in connection with this SPA or their respective rights and obligations under it
Dispute Resolution Procedure	the procedure set out in Schedule 4 for the resolution of disputes which are not capable of resolution under Clause 18
Guidance	has the meaning set out in the NHS Standard Contract
Health and Care Partnership or HCP	has the meaning set out in Clause 10.1.2
ICP Board	the ICP Board as set out in Clause 10
Initial Term	the initial term of this SPA as set out in Clause 4.1
Intellectual Property	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use and all other intellectual property rights, in each case whether registered or unregistered

	and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Insolvency	<p>any of the following events or circumstances (as may be applicable to each Party):</p> <ul style="list-style-type: none"> a) where a Party suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986; b) where a Party calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation); c) where a Party has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets; d) where a Party has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets; e) where a Party takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; or f) where a Party has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or g) where a Party has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 Operational Days of it being levied; h) where a Party has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or

	<p>similar to any of the events listed above; and/or</p> <p>i) where a Party substantially or materially ceases to operate, is dissolved, or is de-authorised as an NHS trust or NHS foundation trust;</p> <p>j) where a Party is clinically and/or financially unsustainable as a result of any clinical or financial intervention or sanction by the regulator responsible for the independent regulation of NHS trusts OR NHS foundation trusts or the Secretary of State and which has a material adverse effect on the delivery of the Services;</p> <p>k) a trust special administrator is appointed over a Party under the National Health Service Act 2006 or a future analogous event occurs; or</p> <p>l) if a Party suffers any event analogous to the events set out in a) to k) of this definition in any jurisdiction in which it is incorporated or resident;</p>
Law	<p>a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;</p> <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>
Mandatory Change	any Change in the scope of the Services which the Commissioners are required to implement by reason of a change in Law or applicable health or social care guidance, direction, standard or requirement to which the Commissioners have a duty to implement or follow
National Standards	has the meaning set out in the NHS Standard Contract
NHS Standard Contract	the NHS Standard Contract as published by NHS England from time to time

BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT

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Objectives	the objectives of the Parties set out in Clause 6
Operational Days	a day other than a Saturday, Sunday or bank holiday in England
Principles	has the meaning set out in Clause 7.3
Programme Boards	means the programme boards made up of Provider and Commissioner representatives, more particularly described at Clause 10
Section 75 Agreement	means the agreement entered into by the Commissioners on 1 April 2020 as a “Framework Partnership Agreement relating to the Commissioning of Health and Social Care services” and any subsequent agreement entered into by the Commissioners under section 75 of the National Health Service Act 2006 to commission elements of the Services
Services	the services commissioned to be provided by the Providers by the Commissioners for Bradford District and Craven as set out in Schedule 3 (Services)
Services Contract	a contract entered into by one of the Commissioners and a Provider for the provision of elements of the Services as set out in Schedule 3, and references to a Services Contract include all or any one of those contracts as the context requires
SPA	this agreement incorporating the Schedules
SPA Work Plan	the SPA work plan set out in Schedule 8
System Committees	the system committees reporting into the ICP Board, including the System Finance & Performance Committee and the System Quality Committee
Vision	the vision of the Parties for the ICP as set out in Clause 5.1
Workforce Principles	the workforce principles set out in Schedule 7 (<i>Workforce Principles</i>).

SCHEDULE 2

Governance

Part 1: ICP Board Terms of Reference



ICP Board TORs
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Part 2: (i) Airedale Wharfedale and Craven Health and Care Partnership Board Terms of Reference; (ii) Bradford and District Health and Care Partnership Board Terms of Reference; and (iii) Mental Health, Learning Disability and Neurodiversity Health and Care Partnership Board Terms of Reference



HCPB TORs Feb
2021.docx

Part 3: Bradford District and Craven System Committees – System Finance & Performance Committee and System Quality Committee Terms of Reference



System Finance &
Performance ToRs 2



System Quality
Committee ToR upd

SCHEDULE 3

Services

The Services that will be within the scope of the SPA will be:

- (1) all of the health and care services commissioned by the CCG; and
- (2) adult social care, children's social care and public health services commissioned by the Council.

SCHEDULE 4

Dispute Resolution Procedure

1 Avoiding and Solving Disputes

- 1.1 The Parties commit to working cooperatively to identify and resolve issues to the Parties mutual satisfaction to avoid all forms of dispute or conflict in performing their obligations under this SPA. Accordingly, the Parties will look to collaborate and resolve differences under Clause 8 of the SPA prior to commencing this procedure.
- 1.2 The Parties believe that by focusing on their agreed Vision, Objectives and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the provision of the Services to Bradford District and Craven.
- 1.3 The Parties shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this SPA or the operation of the Services (each a '**Dispute**') when it arises.
- 1.4 In the first instance, the Programme Board(s) relevant to the particular Service area in dispute shall seek to resolve any Dispute to the mutual satisfaction of the Parties. If the Dispute cannot be resolved by the Programme Boards within 10 Operational Days of the Dispute being referred to it, the Dispute shall be referred to the relevant Health and Care Partnership Board (or if the dispute covers all the CCG's populations to the ICP Board) for resolution.
- 1.5 The Health and Care Partnership Board (or ICP Board where relevant) shall deal proactively with any Dispute on a Best for Bradford District and Craven basis in accordance with this SPA so as to seek to reach a unanimous decision. If the Health and Care Partnership Board (or ICP Board where relevant) reaches a decision that resolves, or otherwise concludes a Dispute, it will advise the Parties of its decision by written notice. The Parties agree that they will look to implement any unanimous decision of the Health and Care Partnership Board (or ICP Board where relevant) in good faith subject always to Clauses 9.3 and 11 of the SPA.
- 1.6 The Parties agree that the Health and Care Partnership Board (or ICP Board where relevant), on a Best for Bradford District and Craven basis, may determine whatever action it believes is necessary including the following:

BRADFORD DISTRICT AND CRAVEN STRATEGIC PARTNERING AGREEMENT

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- (a) If a Health and Care Partnership Board cannot resolve a Dispute, it may refer the dispute to the ICP Board to assist with resolving the Dispute; and
- (b) The ICP Board shall:
 - (i) be provided with any information it requests about the Dispute;
 - (ii) assist the Health and Care Partnership Board to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate its own procedure and, subject to the terms of this SPA, the procedure of the Health and Care Partnership Board at such discussions;
 - (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 referral; and
 - (v) have any costs and disbursements met by the Parties equally.
- (c) If the ICP Board cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 4 and only after such further consideration again fails to resolve the Dispute, the ICP Board may decide to:
 - (i) terminate this SPA; or
 - (ii) agree that the Dispute need not be resolved.

SCHEDULE 5

Change Procedure

1 Change

- 1.1 This Schedule 5 shall not apply to individual and minor changes to the Services that shall be identified and approved by the Programme Boards in accordance with the agreed terms of reference.
- 1.2 Save as otherwise specifically provided in this SPA, no Change will be binding on the Parties unless the requirements of this Change Procedure have been satisfied.
- 1.3 Any Party will be entitled to propose a Change at any time by issuing a notice of the change in the form set out in this Schedule 5 ("Notice of Change") to the relevant Health and Care Partnership Board (or ICP Board where relevant to two or more Health and Care Partnership Boards).
- 1.4 The Commissioners, when proposing a Change, will specify whether or not the proposed Change is a Mandatory Change. If the proposed Change is a Mandatory Change then it will be dealt with in accordance with paragraph 2 (Mandatory Change) below.
- 1.5 Any of the Parties may, at any time prior to the signature of a Change Approval Form in the agreed form by all Parties, withdraw a Notice of Change it served.
- 1.6 Each Notice of Change will provide in respect of the proposed Change information including, but not limited to:
 - (a) details of the proposed Change in sufficient detail to allow evaluation of the proposed Change;
 - (b) the reason for the proposed Change; and
 - (c) the critical dates, if any, for the implementation of the proposed Change.
- 1.7 The Health and Care Partnership Board (or ICP Board where relevant) will review the Notice of Change as soon as reasonably practicable after receipt and consider, on a Best for Bradford District and Craven basis, whether or not and to what extent a Change should be implemented.

- 1.8 The Health and Care Partnership Board (or ICP Board where relevant) will then notify the Programme Boards whether or not the proposed Change has been approved. The Programme Boards will be bound by the decision of the Health and Care Partnership Board (or ICP Board where relevant), in relation to the proposed Change and it will take the appropriate action to implement the Health and Care Partnership Board (or ICP Board where relevant) decision.

2 **Mandatory Changes**

- 2.1 The Commissioners will be entitled in their sole discretion to declare in the Notice of Change that a proposed Change is a Mandatory Change and the date from which the Mandatory Change will be effective.
- 2.2 Any Mandatory Change and the date from which the Commissioner states that the Mandatory Change is to be effective will be deemed to be approved by the Health and Care Partnership Board (or ICP Board where relevant), and the Programme Boards will give directions as to the implementation of such Mandatory Change in accordance with the relevant Notice of Change.
- 2.3 The Mandatory Change will be documented in accordance with paragraph 4 (Formalities) of this Schedule 5.
- 2.4 Subject always to paragraphs 2.1 to 2.3, the Programme Boards may agree to conduct an evaluation report in respect of a Mandatory Change.

3 **Effect of Change on Costs**

- 3.1 The Parties must all mitigate the effect, if any, which any Change will have on the costs which each of the Parties will incur in performing their respective obligations under this SPA or any Services Contract.
- 3.2 In the event of any Change which is made to reflect any change in Law, which is implemented at any time after the date of this SPA, then to the extent that there is any increase or decrease in the costs incurred by each Provider as a result of such change in Law, the Programme Boards shall consider and agree how such cost increase or decrease is best managed by the Parties and which Parties should bear the burden or receive the benefit of such changed costs. Where the increase or decrease may have a significant impact on financial plans or activity then the issue may be escalated to the

Health and Care Partnership Board (or ICP Board where relevant), to consider and resolve.

4 **Formalities**

- 4.1 A Change Approval Form, in a form approved by the ICP Board, will be raised by the Commissioner in relation to all Mandatory Changes and all Changes which are approved by the Health and Care Partnership Board (or ICP Board where relevant), and will stipulate the date from which it will, or in the case of a Change which is not a Mandatory Change, it is proposed that the Change will, be effective and will be signed by the Parties.
- 4.2 On receipt of the completed Change Approval Form, the Commissioner will raise and issue a formal amendment to any Services Contract affected.
- 4.3 The Parties will each take all necessary steps to implement any alterations to or variations of any Services Contract or any Change made in accordance with this Schedule 5.

SCHEDULE 6

Financial and Risk Management Principles

1. As overriding financial principles the Parties will:

- a) aim to live within their means, i.e. work in the model to the level of resources which are available to their organisation to provide the Services;
- b) develop and shape the strategic capital and estates plans across Bradford District and Craven together, looking to maximise all possible funding sources and ensuring that these plans support the delivery of the Vision and Objectives; and
- c) work together to ensure that they have the best possible information, data, and intelligence with which to inform the decisions that they take.

2. Key assumptions

- a) The Parties agree that:
 - There will be a rigorous Quality Impact and Equality Impact Assessment process for both transformational and in-year changes in order to support financial decisions being made under the SPA on a Best for Bradford District and Craven basis.
 - Future financial investment into Bradford District and Craven should be determined as a result of partnership oversight and agreement on commissioning intentions and should fit with the place based clinical, quality and safety priorities. The Parties' investment decisions should also start to address health inequalities and be factored into the Bradford District and Craven priorities each year (following the process for investments decisions beyond baseline budgets set out in financial governance (section 7 below)).
- b) There will not be a detailed risk/reward mechanism in this SPA initially but the Parties will work together in good faith to develop a risk reward mechanism in line with the risk/reward mechanism principles set out in section 3 below.
- c) The risk/reward mechanism will be further developed by the Parties based on their shared desire for payment and incentives to fairly reward effort and to drive the behaviours that the system requires in order to achieve the Objectives.

3. Risk/reward mechanism

- a) The principles agreed between the Parties which will underpin the development of the Risk/Reward Mechanism are that:

- transactional costs between the Parties should be minimised;
 - there will be cost transparency between the Parties (subject to compliance with Competition Law (where applicable), the need to ensure non-disclosure of commercially sensitive information and having regard to the information sharing protocol);
 - definitions of costs will be agreed by all Parties in advance;
 - value for money must be demonstrated across Bradford District and Craven; and
 - no Party shall derive unreasonable advantage or suffer unreasonable disadvantage.
- b) The Parties acknowledge that some place based programmes (or their constituent projects) will have the potential to disproportionately benefit some participating Parties at the expense of others. A Strategic Outline Case will be prepared to set out the potential impact of the implementation of a programme or project and will describe the 'risk and gain share' model between the relevant Parties affected by the programme or project, in preparation for selection of the preferred option in the subsequent Outline Business Case. This risk and gain share model will need to be tailored to each programme or project and will be designed based on the following principles (reflecting that organisations are working on a Best for Bradford District and Craven basis:
- Any losses made by a Party, as a direct result of the implementation of a programme or project will be reimbursed by the other affected members.
 - The costs of implementing a programme or project will be met by the participating Parties in the proportions set out in the Full Business Case (FBC).
 - The net financial benefits of the programme or project will be allocated to participating Parties on a "fair shares" basis with the precise method being tailored to the programme or project. The method will be set out in the respective FBC.
 - An example of how the risk/reward mechanism would work is set out below:

EXAMPLE OF RISK/REWARD MECHANISM

Organisation(s) across Bradford District and Craven (OC) (could be providers or commissioners) are exploring a new service opportunity with a different potential mix of provision across providers.

The currently spend is £1M on the service, which it feels, could be done differently, generating better outcomes for the population of Bradford/improved quality and a better return on

investment with potential savings of £600K.

The scoping work to develop a business case has indicated that the new approach to provision with changes to the providers of the service (**B**) could provide the new pathway with a stepped investment of £400K.

However, the existing providers (**A**) could not reduce all the costs as some of the workforce and facilities are inter linked with other existing services, which it will still provide. The variable savings that have been identified from an objective assessment are £500K. This would therefore result in potential cost pressures of £500K should the contract income for **A** be impacted by the reduction of their contract(s) by £1M.

Working with our principle that no organisation should be worse off from a change in service redesign, then the overall net benefit to OC should be the £100K after the cost pressures to provider A of £500 is taken off the overall gross benefit (potential savings) of £600K.

Total Benefit to system (OC) £600K

Cost Pressure for Provider A (£500k)

Net benefit identified £100K

In developing the scoping work of the project at the start to incentivise all Parties, the net contribution was agreed to be shared equally across all the Parties involved.

This would result in a share of the net residual benefit £100K being split 3 ways with contractual changes reflecting this net impact. For simplicity shared contribution works out at £33.3K each.

Contractual Financial Changes

- Organisations in OC would reduce contractual value by £33.3K.
- Provider A would reduce its contract value down by £466.7K (£500K less £33.3K shared Contribution)
- Provider(s) B would be given a new/varied contract with £433.3K (£400K invest plus shared contribution £33.3K)

4. Managing Risks associated with Fixed Income Allocations

- a) To support all Bradford District and Craven Providers working within fixed income envelopes under their Service Contracts the Parties will develop principles to manage the risks across the Parties and build on the agreed principle that no one provider should left holding all the risk.
- b) A series of activity thresholds for triggering escalation back to the **Access to healthcare programme** will be built into the Fixed Income envelopes for managing demand of referrals above the agreed threshold levels.
- c) The expectation is that the **Access to healthcare programme** will agree a set of

procedures with GPs and Hospital based clinicians for managing demand.

5. NHS Finance principles

a) In respect of the management and allocation of NHS finances the Parties agree that:

- There is a need to agree and utilise one set of activity and finance data for the purposes of planning, managing transformational changes, and agreeing any related risk reward mechanisms;
- They will commit to managing NHS expenditure in Bradford District and Craven in aggregate across the system, including joint management of stranded costs (focussing on costs and expenditure, not tariff or funding);
- The implications of any changes which result in a net NHS deficit will be considered a failure of all the NHS Parties under the SPA. If longer term planning timeframes are established and cash positions allow, a short term system deficit may be considered by the Parties if initial investment is required by the system to recover greater return in future years (any such approach would be dependent on the ICS and place system financial framework being able to accommodate such an approach – e.g. by a surplus offsetting the deficit in another place);
- The financial focus for decision making by the NHS Parties will be to balance service delivery, quality and safety, and actual cost/expenditure rather than tariff or funding with an acceptance from all NHS Parties that there is a need to end payment by results; and
- A transition mechanism process will be agreed by the NHS Parties to support the impact of transformative service changes. This may include approaches to managing and mitigating losses and gains, double running costs, and unintended financial consequences. Annex 1 to this Schedule 6 sets out the proposed financial framework for future investment decisions which incorporates an integrated approach to development of services and ensuring that material decisions on future investment are made within the available resources for Bradford District and Craven.

6. Planning Principles

- a) The Parties will ensure that opening baseline allocations at Bradford District and Craven level ensure organisational sustainability whilst ensuring future investment from Growth, Development and Transformational funding is developed in an open and integrated way. The Parties agree that the future investment decision making process for Bradford District and Craven should explore options and develop plans for the most effective use of available resources in an integrated way across the Parties.
- b) A flow diagram of how the decision making process for financial decisions will work is shown at Annex 2.
- c) The baseline/underlying financial position for Bradford District and Craven needs to be clearly understood by the Parties to determine the viability of additional investment into

services developments that increase the run rate. If funding is available to Bradford District and Craven above the baseline, the place based clinical and quality priorities that increase the run rate will be considered for investment (subject to the approval of an appropriate case for change/business case with clearly articulated benefits and measurable KPIs).

7. Financial Governance

- a) The Parties acknowledge that whilst it is expected that each individual organisations will have their own governance procedures if they are to work collectively as a place they need to ensure that there is a framework that enables assurance on the delivery of Bradford District and Craven system plans and priorities.
- b) Annex 1 sets out the financial governance framework for developing the plans and the process for recommendations through the System Finance & Performance Committee in conjunction with the System Quality Committee to the ICP Board for approval of investment plans.
- c) The Parties will where agreed give delegated responsibility to lead Directors from their organisation who will form the membership of the System Finance & Performance Committee and be responsible in giving assurance on recommendations to the ICP Boards for future developments that align with the Bradford District and Craven place based priorities.

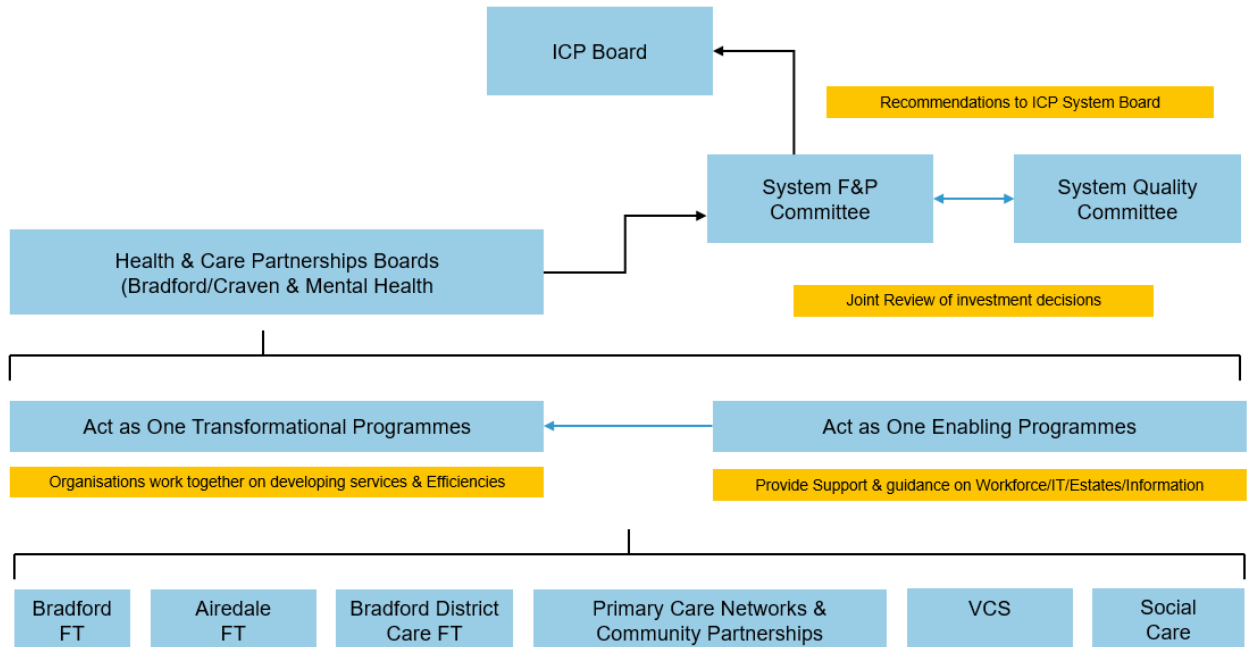
8. Agreed Clinical & Quality Priorities

- a) Bradford District and Craven ICP will agree its main priorities in each year to form the “Act of One Transformational programmes” which are the focus of the activity of the place.
- b) The decision making process will also be done in conjunction with the System Quality Committee to ensure investment decisions are also evaluated to understand the impact on quality standards.

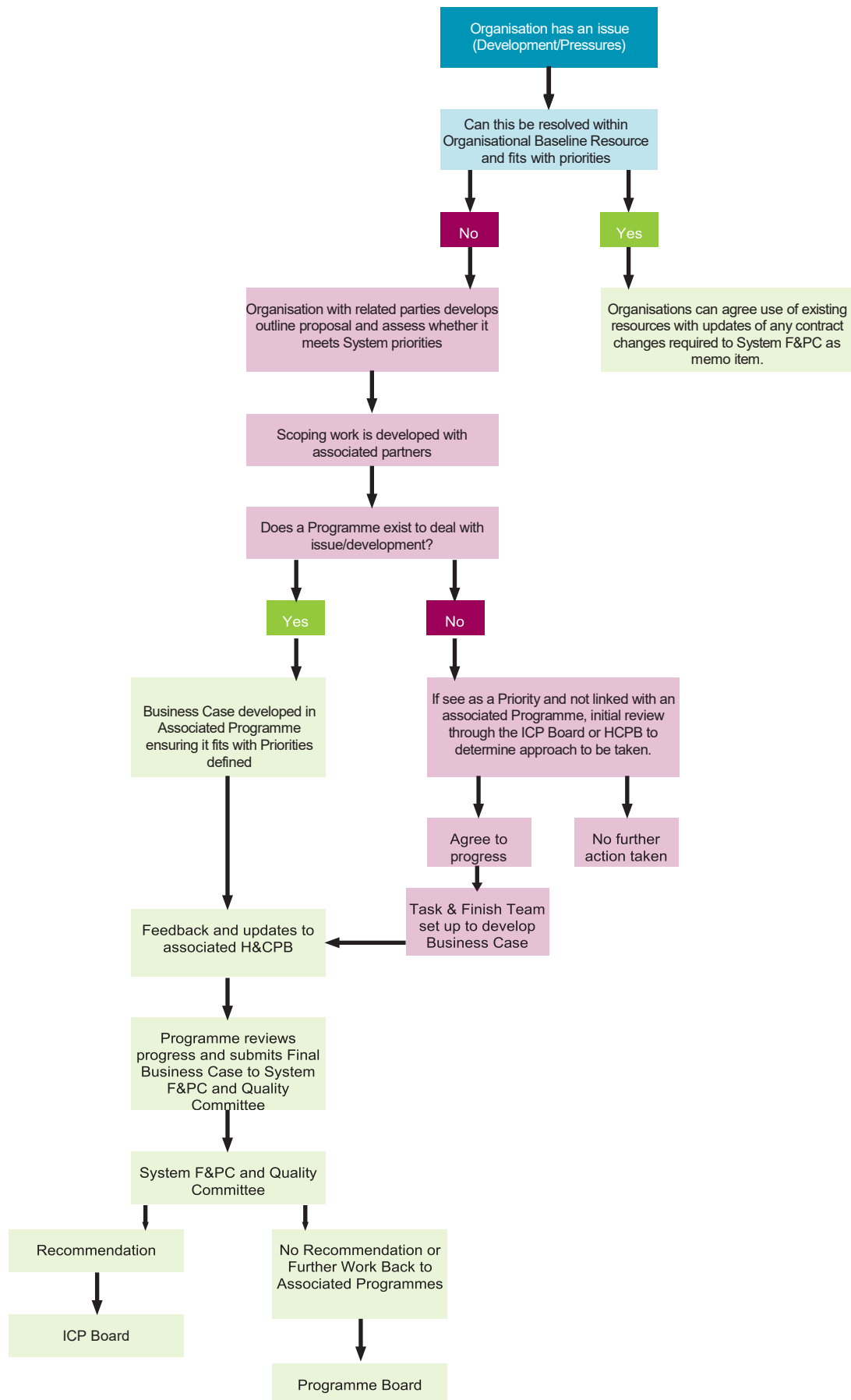
(See also the terms of reference for the role of the System Finance & Performance Committee and also terms of reference for the System Quality Committee at Schedule 2 Part 3).

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Annex 1 – Financial Governance Framework



Annex 2 – Decision Flow Matrix



SCHEDULE 7

Workforce Principles

The workforce principles agreed by the Parties are:

Our shared workforce values are: <ul style="list-style-type: none">• Mutual respect, trust and understanding• Willingness to learn together• Commitment to work together• People in control of their own lives• Everybody matters• Openness to share	
ID	Workforce Principles
A	Ensure we keep the person at the centre of everything we do; striving to ensure no decision is taken in isolation of the wider system and taking collective ownership of the key workforce challenges within the system as they present.
B	Embed an ethos of 'Act as One' and working for our Integrated Care Partnership (ICP) rather than an organisation; demonstrating our values in our everyday actions and behaviours through the development of a shared set of core competencies.
C	Put difficult workforce issues on the table, with a high support and high challenge coaching approach; surfacing the early warning signs of things not working by encouraging a learning culture.
D	Work with colleagues in our ICS, ICP and on a sector footprint to strategically plan our workforce; aiming to secure the best people by being inclusive, striving to ensure our workforce is representative of the communities we serve and by working in ways to make employment across our ICP attractive to all.
E	Optimise the knowledge, experience, skills and strengths of our shared workforce by developing our people together and maximising our collective resources (e.g., apprenticeship levy) wherever possible
F	Proactively support the career progression of BAME and other underrepresented colleagues through the development of local mentoring schemes, talent management and succession planning pipelines

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G	Involve the right people, at the right time to enable workforce transformation; enabling movement around the system to provide the right care and experience for our local people
H	Develop our workforce in response to current and emerging local population needs; including equipping people for working across new and emerging care pathways and for the digital revolution
I	Create formal and informal opportunities for our leaders to develop together as system leaders using evidence-based approaches and our 'Act as One principles
J	Take collective responsibility for proactively supporting the health and wellbeing of our workforce; retaining staff by being good employers and offering flexible working and career opportunities across the system
K	Work collectively to develop agreements to retain talent within the system; retraining people and supporting them to transition to new roles, in particular during times of organisational change (whilst recognising and working within employers' statutory responsibilities)

SCHEDULE 8**SPA Work Plan**

This SPA Work Plan sets out the Parties' agreed areas of focus for the further development of the SPA from April – September 2021 and will form part of a wider programme of work to develop the Integrated Care Partnership arrangements during this period.

Areas for development will include:

	Area for development	Proposed focus
1	Governance Structures	<p>Development of the current governance groups across Bradford District and Craven to include:</p> <ol style="list-style-type: none"> 1) the possible introduction of Statutory Joint Committee structures 2) further use of Section 75 Agreements with the Local Authority for joint commissioning and also for joint provision 3) consideration of how to extend the ability for the parties to take decisions / allocate resources through decisions in the group meetings 4) consideration of how the funding and staff for the infrastructure and maintenance of the ICP functions would work 5) review of the membership of the various groups and status of the respective members (influenced by what is set in the legislation) 6) consider necessary revisions to existing governance structures to reflect the new roles and requirements under the proposed legislation. For example: <ul style="list-style-type: none"> ○ will the SJC replace ICP Board ○ where will clinical leadership feature (clinical forum, CAB, alternative)) ○ how will the Health and Wellbeing Board operate within the governance structure ○ how will ICP representation at ICS level be determined ○ how will non-executives/ lay members be represented in the ICP structures ○ how will the ICP governance connect into organisational governance and ICS governance structures 7) Oversight arrangements – consider how this could operate for the ICP whether via the Health and Wellbeing Board or other arrangements

	Area for development	Proposed focus
		8) Dispute resolution at ICP level and how and when you would refer this to ICS or to other bodies for resolution
2	Scheme of delegation	As part of the governance structures for the interim period and into 2022 consider the current scheme of delegation to the representatives in the SPA groups (including finance and HCPBs and even at a programme level) and whether this needs to be clarified and extended to deliver the desired development of joint decision making.
3	Services	<p>Consider what is to be included under the SPA and to be the focus of the work across the Parties (this will be linked to the SPA membership and what is ultimately set out in the legislation). Identify priority areas for testing of the approach in this period that will be able to demonstrate results prior to April 2022 where possible.</p> <p>This could also include an update of the list of budgets in scope for the SPA. It would be linked with any pooled or aligned funds between the CCG and LA.</p>
4	Workforce / HR	Considering development of a more integrated workforce model with clear principles for the ICP to govern a more robust structure around the workforce in the SPA to facilitate co-working, sharing of resource, multi-disciplinary teams, efficiencies in back office HR etc.
5	Shared functions across the ICP	Identifying functions which could be more integrated, shared and managed by the ICP across place (e.g. BI, safeguarding, quality)
6	Financial flows	<p>Consider how the financial flow and allocation mechanism will work across the ICP and how representations will be made to the ICS on finance.</p> <p>Clear financial principles have been developed and will need to be tested against the initial priority areas where possible and link into the governance and delegation work described above.</p>
7	Contracting	Develop a clear contracting model from the ICP to provider parties. Link this to the development of the finance, governance and delegation processes at ICP and discussions with the ICS in

	Area for development	Proposed focus
		<p>terms of the proposed model of delegation.</p> <p>Anticipating that the ICS will have some form of delegation agreement (or ICP Population Health Contract) with the ICP at place and that there will need to be continuing arrangements from the ICP host to the providers themselves.</p> <p>Identify the elements which will be picked up at ICS level and work through how the ICP based arrangements should operate from April 2022.</p>
8	Quality principles	Consider the quality principles for the ICP and bring the process for consideration of quality into line with finance for a linked process when making/taking decisions.
9	Exclusion/inclusion of members of ICP	<p>Consideration of the stakeholders at the ICP – and into the provider alliance approach.</p> <p>Are there different stakeholders who should be involved and consider which level they could engage with the ICP and SPA? For example there could be an associate tier of membership for organisations with limited engagement with the ICP.</p> <p>Review the current SPA mechanism and consider if needs repurposing for the future intent of the ICP.</p>

SCHEDULE 9

System Protocols



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Annex 1

Applicability of Strategic Partnering Agreement elements to the Parties

SPA Part	CCG	NHS Providers	Council	Other Providers ²
Part A: Clauses 5-7 Vision, Objectives and Principles	x	x	x	x
Part B: Clauses 8,9 Problem Resolution and Escalation, Obligations and Roles of the Parties	x	x	x	x
Part C: Clauses 10-12 Governance Arrangements	x	x	x	x
Part D: Clauses 13-18 Financial and Workforce Framework, Liability, Admission and Exclusion	x	x	x	x
Part E: Future Development of the ICP	x	x	x	x
Part F: Clauses 19 – 31 General Provisions	x	x	x	x

² Other Providers are significant providers of services in Bradford District and Craven. They are categorised as 'Other Providers' because of their corporate status as non-statutory public bodies here.

Annex 2

Statutory roles



Annex 2 SPA.docx