

**BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING
AGREEMENT**

V4

DATE

2022

- 1. NHS WEST YORKSHIRE INTEGRATED CARE BOARD**
- 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**
- 13. CRAVEN DISTRICT COUNCIL**
- 14. NORTH YORKSHIRE COUNTY COUNCIL**

STRATEGIC PARTNERING AGREEMENT

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

No	Date	Version Number	Author
4	26 April 2022	4-1	HD updates <ul style="list-style-type: none">- strategy refresh and highlighting areas for updates, including against wording circulated by ICB- ICB committee governance updates- updating parties for July 2022 position- updating workforce

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

			<p>principles and workplan</p> <ul style="list-style-type: none"> - updating following comments from Vicki Wallace and James Drury
4	5 May 2022	4-2	<p>HD updates</p> <ul style="list-style-type: none"> - term - amends to clauses 10 and 12 re governance - Council references and adding NYCC as a party
5	20 May 2022	4-3	<p>HD updates</p> <ul style="list-style-type: none"> - updated financial principles diagrams - minor typographical amends

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

Contents

1.	DEFINITIONS AND INTERPRETATION.....	3
2.	STATUS AND PURPOSE OF THIS AGREEMENT	3
3.	ACTIONS TAKEN PRIOR TO AND POST THE COMMENCEMENT DATE.....	4
4.	DURATION AND REVIEW	4
SECTION A: VISION, OBJECTIVES AND PRINCIPLES.....		5
5.	BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP VISION.....	5
6.	BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP OBJECTIVES	5
7.	THE PRINCIPLES	6
SECTION B: DELIVERY OF THE VISION AND OBJECTIVES		7
8.	PROBLEM RESOLUTION AND ESCALATION	7
9.	OBLIGATIONS AND ROLES OF THE PARTIES	8
10.	GOVERNANCE	9
11.	RESERVED POWERS	13
12.	INFORMATION SHARING AND CONFLICTS OF INTEREST	13
SECTION D: FINANCIAL AND WORKFORCE FRAMEWORK, LIABILITY, ADMISSION AND EXCLUSION		15
13.	FINANCIAL AND RISK MANAGEMENT PRINCIPLES.....	15
14.	WORKFORCE PRINCIPLES	15
15.	EXCLUSION AND TERMINATION	15
16.	INTRODUCING NEW PARTIES	16
17.	LIABILITY.....	16
SECTION E: FUTURE DEVELOPMENT OF THE PLACE PARTNERSHIP FOR BRADFORD DISTRICT & CRAVEN		16
18.	WORK PLAN	16
SECTION F: GENERAL PROVISIONS.....		16
19.	VARIATIONS.....	17
20.	ASSIGNMENT AND NOVATION.....	17
21.	CONFIDENTIALITY AND FOIA.....	17
22.	INTELLECTUAL PROPERTY.....	18
23.	NOTICES.....	18
24.	SEVERANCE.....	18
25.	WAIVER	19

**BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING
AGREEMENT**

V4

26. NO PARTNERSHIP	19
27. COUNTERPARTS	19
28. THIRD PARTY RIGHTS.....	19
29. ENTIRE AGREEMENT	19
30. GOVERNING LAW AND JURISDICTION	19
SCHEDULE 1	23
Definitions and Interpretation	23
SCHEDULE 2.....	27
Governance	27
SCHEDULE 3	28
Services.....	28
SCHEDULE 4.....	29
Dispute Resolution Procedure	29
SCHEDULE 5.....	31
Financial and Risk Management Principles	31
SCHEDULE 6.....	38
Workforce Principles	38
SCHEDULE 7	40
SPA Work Plan	40

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

Date:

2022

This Strategic Partnering Agreement ("SPA") is made between:

1. **NHS WEST YORKSHIRE INTEGRATED CARE BOARD** of [INSERT ADDRESS] ("ICB");
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 BD18 3LD;
4. **BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST** of Duckworth Lane, Bradford BD9 6RJ;
5. **CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL** of Bradford City Park, City Hall, Centenary Square, Bradford BD1 1HY ("BMDC");
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) of 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 BD18 3EL;
12. **AFFINITY CARE** of The Westcliffe Building, Westcliffe Road, Shipley BD18 3EE;
13. **CRAVEN DISTRICT COUNCIL** of 1 Belle Vue Square, Broughton Road, Skipton BD23 1FJ ("CDC"); and
14. **NORTH YORKSHIRE COUNTY COUNCIL** of County Hall, Northallerton DL7 8AD ("NYCC"),

together referred to in this SPA as the "**Partners**" and each individually a "**Partner**".

The ICB and the Councils (to the extent that the Councils are acting as commissioners and not providers of social care and/or public health services) are together referred to in this SPA as the "**Commissioners**".

The other Partners, excluding the Commissioners but including the Councils (where they are

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

acting as providers of social care and/or public health services), are together referred to in this SPA as the “**Providers**”.

RECITALS

1. The Partners have operated under a SPA since 2019 through which they have established a place-based partnership for Bradford District & Craven through their ‘Act as One’ approach (the “**Bradford, District and Craven Place Partnership**” or “**Place Partnership**”). Pursuant to the Health and Care Act 2022, on the Commencement Date the ICB was established as a statutory body and the NHS Bradford District & Craven Clinical Commissioning Group was dissolved and its functions transferred to the ICB. In line with the principle of subsidiarity, the ICB has delegated certain of its functions to be exercised on its behalf by the Place Partnership through the governance arrangements set out in this SPA.
2. This SPA sets out the operating framework (as at July 2022), values, principles and shared ambition of the Partners 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 Place Partnership model.
3. The Partners recognise that from the Commencement Date they will need to continue with their programme of work through the governance arrangements set out in this SPA to further develop the Bradford District and Craven Place Partnership to achieve its Vision and Objectives. This programme of work is set out, in outline terms, in the SPA Work Plan in Schedule 7 to this SPA.
4. 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.
5. The Councils each have a role within the Place Partnership and 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 their respective roles as commissioners of social care services the Councils shall be Commissioners and in their respective roles as providers of social care services they shall be Providers. The Councils each recognise the need to ensure that any potential internal or external conflicts of interest are appropriately identified and managed.
6. It is anticipated that with effect from 1 April 2023 CDC will be abolished and its functions transferred to NYCC, which will then in turn be established as North Yorkshire Council. The Partners will consider and agree any amendments required to this SPA as a result of these changes as part of the regular reviews of the SPA under Clause 4.3.

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

7. Specific new services and initiatives may be added by agreement and inserted into this SPA as required to further the collaborative work of the Partners.
8. This SPA has been drafted to work alongside:
 - (a) the Services Contracts between the Commissioners and the Providers for the delivery of the Services; and
 - (b) the Section 75 Agreement between the ICB and BMDC dated 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.
9. This SPA replaces the previous SPA entered into by certain of the Partners dated 10 August 2021 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 “Partner”, “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 e-mails.

2. STATUS AND PURPOSE OF THIS AGREEMENT

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

- 2.1 The Partners have together formed the Place Partnership on the terms set out in this SPA in order to deliver better health outcomes for the population of Bradford District and Craven.
- 2.2 This SPA sets out the key terms that the Partners 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 the Place Partnership. The Services Contracts set out how the Partners 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 Partners to the respective Services Contract.
- 2.3 Notwithstanding the good faith consideration that each Partner has afforded the terms set out in this SPA, the Partners agree that save as provided in Clause 2.4 below, this SPA shall not be legally binding. The Partners enter into this SPA intending to honour all their obligations.
- 2.4 This Clause 2.4 and Clauses 12 (Information Sharing and Conflicts of Interest), 17 (Liability), 20 (Assignment and Novation), 21 (Confidentiality and FOIA), 22 (Intellectual Property), 28 (Counterparts) and 30 (Governing Law and Jurisdiction) shall come into force from the date of this SPA and shall give rise to legally binding commitments between the Partners.
- 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. 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 Partner shall provide to each of the other Partners 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 2024 (the “**Initial Term**”), unless and until terminated in accordance with the terms of this SPA.
- 4.2 The Partners 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 Partners will review the terms of this Agreement and progress made against the SPA Work Plan at six monthly intervals from the Commencement Date or as otherwise agreed between the Partners 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 Partners 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 PLACE PARTNERSHIP VISION

- 5.1 The Partners 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. Our Place Partnership strategy sets out the focus areas of ‘Purpose’, ‘Population’, ‘Place’, and ‘Partnership’ as well as focusing on children and young people. By working to improve on these focus areas we will address the imbalance within our system and allow equal access to health, social and wellbeing services.
- 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 co-produce 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 PLACE PARTNERSHIP OBJECTIVES

- 6.1 The Partners wish to deliver improved population health through integrated health, care and support. The Partners have agreed a collective way of working – “Act as One” – which they will use to achieve the following Objectives:
- 6.1.1 deliver the Place Partnership strategy, and contribute to the delivery of the ICB plan and the West Yorkshire Integrated Care Partnership strategy;

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

- 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;
 - 6.1.5 recognise, support and develop the collective health and care workforce as a key asset in achieving the Vision and Objectives; and
 - 6.1.6 redistribute our power as a partnership closer to our communities and local people, so that where it makes sense power held regionally in our ICB will continue to be devolved within the structure at place level and towards the individual and the community.
- 6.2 The Partners 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 Partners' obligations under this SPA and set out key factors for a successful relationship between the Partners.
- 7.2 The Partners acknowledge and confirm that the successful delivery of the operating framework for the Place Partnership will depend on their ability to effectively co-ordinate and combine their expertise and resources in order to deliver an integrated approach to the planning, provision and use of community assets and services across the Partners.

- 7.3 The principles are that the Partners will work together in good faith and, unless the provisions in this SPA state otherwise, the Partners will behave consistently as leaders in ways which model and promote the following shared values:
- 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 Place Partnership, as well as for our individual organisations and for West Yorkshire; 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, groups and organisations for the long term to tackle the wide range of issues which have an impact on health inequalities and people's health and wellbeing;
 - 7.3.8 do the work once – duplication of systems, processes and work should be avoided as a 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 5) and Workforce Principles (Schedule 6) are the "**Principles**").

SECTION B: DELIVERY OF THE VISION AND OBJECTIVES

8. PROBLEM RESOLUTION AND ESCALATION

- 8.1 The Partners 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 Partner which relates to the Principles or any matter in this SPA and is appropriate for resolution between the Partners, such Partner shall notify the other Partners and the Partners each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion within 20 Operational Days of such matter being notified.
- 8.3 A Dispute arising between the Partners which is not resolved under Clause 8.2 above will be resolved in accordance with Schedule 4 (*Dispute Resolution Procedure*).
- 8.4 If any Partner receives any formal enquiry, complaint, claim or threat of action from a third party relating to this SPA (including, but not limited to, claims made by a supplier or requests for information made under FOIA relating to this SPA) the receiving Partner will liaise with the Partnership Board as to the contents of any response before a response is issued.

9. OBLIGATIONS AND ROLES OF THE PARTIES

General obligations of the Partners and mutual accountability

- 9.1 Each of the Partners 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 Partner;
 - 9.1.2 not interfere with the rights of any other Partner 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 Partner or its servants, agents, representatives, or sub-contractors (of any tier) on its behalf from performing those obligations;
 - 9.1.3 subject to Clause 9.3, assist the other Partners (and their 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 Partners in the performance of their obligations under this SPA (having regard always to the interactive nature of the activities of the Partners and the Services or any other of the Partners' statutory functions).
- 9.2 Each Partner severally undertakes that it shall:
- 9.2.1 work collaboratively with the other Partners in accordance with the Principles;
 - 9.2.2 focus on the delivery of key actions that have been agreed across the Partners through the Place Partnership governance structure and agreement on areas

where they require support from the wider group of Partners to ensure the effective management of financial and delivery risk; and

- 9.2.3 co-operate with the other Partners in providing a system wide approach and response to national regulatory bodies (including NHS England and the CQC) from the Bradford District and Craven system through the Place Partnership governance on regulatory issues which impact upon the Services or the ability of the Partners to deliver the Vision and Objectives.

9.3 Nothing in this Clause 9.1 shall:

- 9.3.1 interfere with the Health and Wellbeing Boards' respective statutory roles as the vehicles for joint local system leadership for health and care or other statutory roles of the Partners;
- 9.3.2 interfere with the right of each Partner 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 Partner 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.

SECTION C: GOVERNANCE ARRANGEMENTS

10. GOVERNANCE

- 10.1 The governance structure for the Place Partnership is set out in the diagram in Schedule 2 and includes the following:
 - 10.1.1 the Partnership Board;
 - 10.1.2 the System Committees (being the Finance & Performance Committee; the Quality Committee; and the People Committee);
 - 10.1.3 the Partnership Leadership Executive;
 - 10.1.4 the Planning and Commissioning Forum;
 - 10.1.5 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**"); and
 - 10.1.6 the Community Partnerships.

Partnership Board

- 10.2 The Partnership Board in practice carries out two roles:

- 10.2.1 firstly, the Partnership Board has responsibility for aligning decisions on strategic policy matters made by Partners that are relevant to the Place Partnership. Where applicable, the Partnership Board may also make recommendations on matters that it has been asked to consider on behalf of a constituent Partner in the Place Partnership. Where the Partnership Board has been asked to consider matters on behalf of a Partner, the Partner organisation remains responsible for the exercise of its functions and nothing that the Partnership Board does shall restrict or undermine that responsibility. This work is referred to as “**Partnership Business**”; and
- 10.2.2 secondly, the Partnership Board sits as the ICB Committee for Bradford District & Craven (“**ICB Committee**”). The ICB Committee is established as a committee of the ICB Board, in accordance with the ICB’s Constitution. When the Partnership Board sits as the ICB Committee it has delegated authority from the ICB Board to make decisions about the use of ICB resources in Bradford District & Craven in line with its remit, and otherwise support the ICB as set out in its terms of reference in Part 3 of Schedule 2. The decisions reached by the ICB Committee are decisions of the ICB, in line with the ICB’s Scheme of Reservation and Delegation. This work is referred to as “**ICB Business**”. When sitting as the ICB Committee, Partners must comply with ICB policies and procedures and the ICB Committee terms of reference at Part 3 of Schedule 2.
- 10.3 The Partners that are statutory bodies will exercise their respective statutory functions within the Partnership Board governance structure to the extent they are within the scope of these arrangements. This will be enabled:
- 10.3.1 for the ICB, through the Partnership Board sitting as an ICB committee, as outlined above;
- 10.3.2 for other Partners that are statutory bodies, through those organisations granting delegated authority for decision making to specific individuals (for example a Partnership Board member) or to specific committees or other structures established by Partner organisations meeting as part of, or in parallel with, the Partnership Board; and
- 10.3.3 for Partners that are not statutory bodies, it is expected that as far as possible the individuals attending meetings of the Partnership Board will be formally authorised to take the decisions under consideration on behalf of their organisation.

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

- 10.4 The terms of reference at Part 2 of Schedule 2 apply to Partnership Business as at the Commencement Date. The terms of reference at Part 3 of Schedule 2 apply to ICB Business as at the Commencement Date. The terms of reference may be updated by agreement of the Partners during the term, and the current versions of all terms of reference will be set out in the Place Partnership Governance Handbook.
- 10.5 Whether decisions are Partnership Business or ICB Business or a combination of the two, the aim will be to ensure that decisions reflect applicable national and local strategies and are taken in accordance with the Vision, Objectives and Principles for the Place Partnership.
- 10.6 The Partnership Board will report to Partner organisations and is the group responsible for:
- 10.6.1 overseeing the Place Partnership arrangements under this SPA; and
 - 10.6.2 reporting to the ICB and the Health and Wellbeing Boards on progress against the Objectives; and
 - 10.6.3 liaising where appropriate with the Health and Wellbeing Boards and national stakeholders (including NHS England and NHS Improvement),
- to communicate the views of the Place Partnership on matters relating to integrated care in Bradford District & Craven.
- 10.7 The Partners acknowledge that their employees may be appointed as members of the ICB Committee. The Partners agree to support their employees in doing so in line with the aims and objectives of the ICB Committee. The Partners acknowledge that any individual who is nominated as a member of the ICB Committee or sub-committee of the ICB Committee understands and agrees to bring knowledge and perspective from their sector but not be a delegate or carry agreed mandates from that sector or from their Partner organisation.

System Committees

- 10.8 The System Committees are established by the Partnership 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 Partnership Board in their areas of focus and play a key role in driving improvement across the Place Partnership. The System Committees report to the Partnership Board and their terms of reference are set out in the Place Partnership Governance Handbook. The System Committees shall not be a committee of any Partner or any combination of Partners and each System Committee shall operate as a collaborative forum.

Partnership Leadership Executive

- 10.9 The Partnership Leadership Executive is responsible for practical collective leadership of the BD&C Partnership, on matters delegated from the Partnership Board, including agreeing the operating structure, design and oversight of delivery of transformational change and collaborative operational delivery. The Partnership Leadership Executive will report to the Partnership Board and Partner organisations, and its terms of reference are set out in the Place Partnership Governance Handbook. The Partnership Leadership Executive shall not be a committee of any Partner or any combination of Partners and will operate as a collaborative forum.

Planning and Commissioning Forum

- 10.10 The Planning and Commissioning Forum is formed by the ICB and BMDC to exercise functions of the ICB and BMDC in respect of the Section 75 Agreement and other joint commissioning and budget pooling activities. The Planning and Commissioning Forum will report to the Partnership Leadership Executive and to CBMDC, and its terms of reference are set out in the Place Partnership Governance Handbook. The Planning and Commissioning Forum shall not be a committee of any Partner or any combination of Partners and will operate as a collaborative forum.

Health and Care Partnerships

- 10.11 The Health and Care Partnerships will be responsible for managing the Partners' input into the Services and the delivery of the Objectives, and shall play key roles in linking the Place Partnership with neighbourhood levels in Bradford District & Craven. The Health and Care Partnerships shall not be a committee of any Partner or any combination of Partners and will operate as a collaborative forum. The terms of reference for the Health and Care Partnerships are set out in the Place Partnership Governance Handbook.

Community Partnerships

- 10.12 Community Partnerships are the basis upon which the Partners coordinate, plan and deliver at neighbourhood level. The Partners 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 Partners acknowledge and agree that Primary Care Networks are an integral part of the Bradford District and Craven Community Partnerships, not an alternative to them. The Community Partnerships shall not be committees of any Partner or any combination of Partners and will operate as a collaborative forums.

Place Lead role

- 10.13 Following a nomination from the Place Partnership, the ICB has appointed a 'Place Lead' who has responsibility for strategic leadership of the Place Partnership. The Place Lead is the 'convenor' of the Place Partnership, bringing Partners together and leading collaborative work and integration across the Place Partnership. The Place Lead is a member of the Partnership Board.
- 10.14 The role of the Place Lead will be reviewed by the Partners by January 2023.

11. RESERVED POWERS

- 11.1 The Partners 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 Partner in breach of:

11.1.1 Law;

11.1.2 any Services Contract or the Section 75 Agreement;

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

11.1.4 if applicable, its constitution; any terms of its NHS provider licence; its registration with the CQC; the terms of reference of the Partnership Board; or any legislative requirements including the NHS Act 2006; and

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

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

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 Partners agree to share all information relevant to the provision of the Services in an honest, open and timely manner.
- 12.2 The Partners will:
- 12.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this SPA or the operation of the Partnership Board, 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 SPA;

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

- 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 Partners) before they participate in any decision in respect of that matter; and
 - 12.2.3 use best endeavours to ensure that their representatives on the Partnership Board and other governance groups for the Place Partnership also comply with the requirements of this Clause 12 when acting in connection with this SPA.
- 12.3 If there is:
- 12.3.1 any uncertainty or a lack of consensus between the Partners 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 Partner 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 Partner may refer the matter for resolution under Clause 8 (*Problem Resolution and Escalation*).
- 12.4 The Partners will each comply with the ICB conflicts of interest policy when the Partnership Board or any other Governance Group is undertaking ICB Business. When the Partnership Board is undertaking Partnership Business, each member of the Partnership Board will comply with the conflicts of interest policy and procedures of its Partner organisation.
- 12.5 The ICB has made arrangements to manage any actual and potential conflicts of interest to ensure that decisions made by committees or sub-committees of the ICB will be taken and seen to be taken without being unduly influenced by external or private interest and do not, (and do not risk appearing to) affect the integrity of the ICB's decision-making processes. These arrangements apply to the ICB Committee and any sub-committees of the ICB Committee.
- 12.6 The ICB has agreed policies and procedures for the identification and management of conflicts of interest which are published on the ICB website.
- 12.7 The Partners shall ensure that all ICB Committee and sub-committee members nominated by them comply with the ICB policy on conflicts of interest in line with their terms of office. This will include but not be limited to declaring all interests on a register that will be maintained by the ICB.
- 12.8 The Partners shall ensure that all ICB Committee and sub-committee members comply with the ICB Standards of Business Conduct policy.

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

13. FINANCIAL AND RISK MANAGEMENT PRINCIPLES

- 13.1 The Partners will act in accordance with the Financial and Risk Management Principles set out in Schedule 5 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 Partners 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 Partners will act in accordance with the Workforce Principles set out in Schedule 6 to this SPA to maximise the collective resources of the Partners to achieve the changes required to deliver the Vision and Objectives for Bradford District and Craven.

15. EXCLUSION AND TERMINATION

- 15.1 A Partner may be excluded from this SPA on notice from the remaining Partners (acting in consensus) in the event of:
- 15.1.1 the termination of their Services Contract; or
 - 15.1.2 an event of Insolvency affecting them.
- 15.2 Without affecting any other right or remedy available to it, a Partner may withdraw from this SPA on giving not less than 6 months' written notice to the Partnership Board.
- 15.3 A Partner may be excluded from the SPA if the Partner in question has materially breached the terms of this Agreement by a resolution passed at a meeting of the Partnership Board of not less than 75% of the Partners voting at that meeting. The Partner which is the subject of the resolution to remove it from SPA shall be entitled to make representations to the other Partners at the Partnership 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 Partner is excluded from this SPA, or withdraws from it, the Partners 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 Partner (whether exiting or excluded) shall procure that all data and other material

belonging to any other Partner under this SPA shall be delivered back to the relevant Partner, deleted or destroyed as soon as reasonably practicable and confirm to the remaining Partners when this has been completed. The departing Partner shall also on exit grant a new licence to the remaining Partners to continue to use any of its existing or new Intellectual Property under the terms of Clause 22 to the extent that it remains required for the sole purpose of the fulfilment of the remaining Partners' obligations under this SPA.

16. INTRODUCING NEW PARTIES

- 16.1 Subject to complying with applicable Law, if appropriate to achieve the Objectives, the Partners at the Partnership Board may agree to admit additional parties. If the Partnership Board agrees on such a course, the new parties will become parties to this SPA on such terms as the current Partners shall jointly agree subject to referral to the Dispute Resolution Procedure in the event of any disagreement.
- 16.2 The Partners 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. Any new Partner will be required to agree in writing to the terms of this SPA before admission.

17. LIABILITY

- 17.1 The Partners' respective responsibilities and liabilities in the event that things go wrong with the Services will be allocated under their respective Services Contracts and not this SPA.

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

18. WORK PLAN

- 18.1 The Partners have agreed to work together to further develop, and implement, the SPA Work Plan, the initial draft of which is set out in Schedule 7 (*SPA Work Plan*). The areas for development set out in the SPA Work Plan have been identified by the Partners as priorities for the 2022/23 financial year. The SPA Work Plan will form part of a wider programme of work to be undertaken to develop the Place Partnership during 2022/23. The Partners 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 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 Partners.

20. ASSIGNMENT AND NOVATION

- 20.1 Unless the Partners agree otherwise in writing, the Services Contracts are personal to those Partners that have entered into those Services Contracts and none of the Partners 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. CONFIDENTIALITY AND FOIA

- 21.1 Each Partner shall keep in strict confidence all Confidential Information it receives from another Partner 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 Partner to this SPA. Each Partner shall use any Confidential Information received from another Partner 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 Partner 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 Partner.
- 21.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Partner or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights that a Partner may have in respect of such Confidential Information.
- 21.3 The Partners 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 Partners' regulatory or statutory obligations, including but not limited to Competition Law.

- 21.5 If any Partner 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 Partners before responding to such request and, in particular, shall have due regard to any claim by any other Partner to this SPA that the exemptions relating to commercial confidence and/or confidentiality apply to the information sought.

22. INTELLECTUAL PROPERTY

- 22.1 In order to meet the Vision and the Objectives each Partner grants each of the other Partners 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 Partner's obligations under this SPA.

New Intellectual Property

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

23. NOTICES

- 23.1 Any notice or other communication given to a Partner under or in connection with this SPA shall be in writing, addressed to that Partner at its principal place of business or such other address as that Partner may have specified to the other Partner in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or email.
- 23.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 23.1; 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.

24. SEVERANCE

- 24.1 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.

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

- 24.2 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.

25. WAIVER

- 25.1 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 Partner 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.

26. NO PARTNERSHIP

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

27. COUNTERPARTS

- 27.1 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.

28. THIRD PARTY RIGHTS

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

29. ENTIRE AGREEMENT

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

30. GOVERNING LAW AND JURISDICTION

- 30.1 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

**BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING
AGREEMENT**

V4

by, and construed in accordance with, English Law, and where applicable, the Partners irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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

**BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING
AGREEMENT**

V4

Signed by for and on behalf of NHS WEST YORKSHIRE INTEGRATED CARE BOARD
Signed by for and on behalf of AIREDALE NHS FOUNDATION TRUST
Signed by for and on behalf of BRADFORD DISTRICT CARE NHS FOUNDATION TRUST
Signed by for and on behalf of BRADFORD TEACHING HOSPITALS NHS FOUNDATION TRUST
Signed by for and on behalf of CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL
Signed by for and on behalf of BRADFORD CARE ALLIANCE COMMUNITY INTEREST COMPANY
Signed by for and on behalf of BRADFORD VCS ALLIANCE LIMITED

**BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING
AGREEMENT**

V4

Signed by for and on behalf of LOCAL CARE DIRECT
Signed by for and on behalf of MODALITY PARTNERSHIP
Signed by for and on behalf of WHARFEDALE, AIREDALE AND CRAVEN ALLIANCE
Signed by for and on behalf of BRADFORD CARE ASSOCIATION LIMITED
Signed by for and on behalf of AFFINITY CARE
Signed by for and on behalf of CRAVEN DISTRICT COUNCIL	
Signed by for and on behalf of NORTH YORKSHIRE COUNTY COUNCIL	

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 population groups covered by BMDC and CDC
Commencement Date	1 July 2022
Community Partnerships	the Community Partnerships as referred to in Clause 10
Competition Law	the Competition Act 1998 and the Enterprise Act 2002, as amended by the Enterprise and Regulatory Reform Act 2013
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
Councils	BMDC and NYCC
Dispute	any dispute arising between two or more of the Partners 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 8
Governance Group	any group referred to in this SPA or set up pursuant to the various terms of reference referred to in this SPA to further the work of the Place Partnership
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
Health and Wellbeing Boards	the Bradford District Health and Wellbeing Board and the North Yorkshire Health and Wellbeing Board
Initial Term	the initial term of this SPA as set out in Clause

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

	4.1
ICB Business	has the meaning set out in Clause 10.2.2
ICB Committee	the ICB Committee as referred to in Clause 10.2.2
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 Partner):</p> <ul style="list-style-type: none"> a) where a Partner 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 Partner 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 Partner (save for the sole purpose of a solvent voluntary reconstruction or amalgamation); c) where a Partner 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 Partner 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 Partner 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 Partner has any steps taken by a

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

	<p>secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or</p> <p>g) where a Partner 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;</p> <p>h) where a Partner 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 similar to any of the events listed above; and/or</p> <p>i) where a Partner 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 Partner 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 Partner under the National Health Service Act 2006 or a future analogous event occurs; or</p> <p>l) if a Partner 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>
NHS Standard Contract	the NHS Standard Contract as published by NHS England from time to time

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

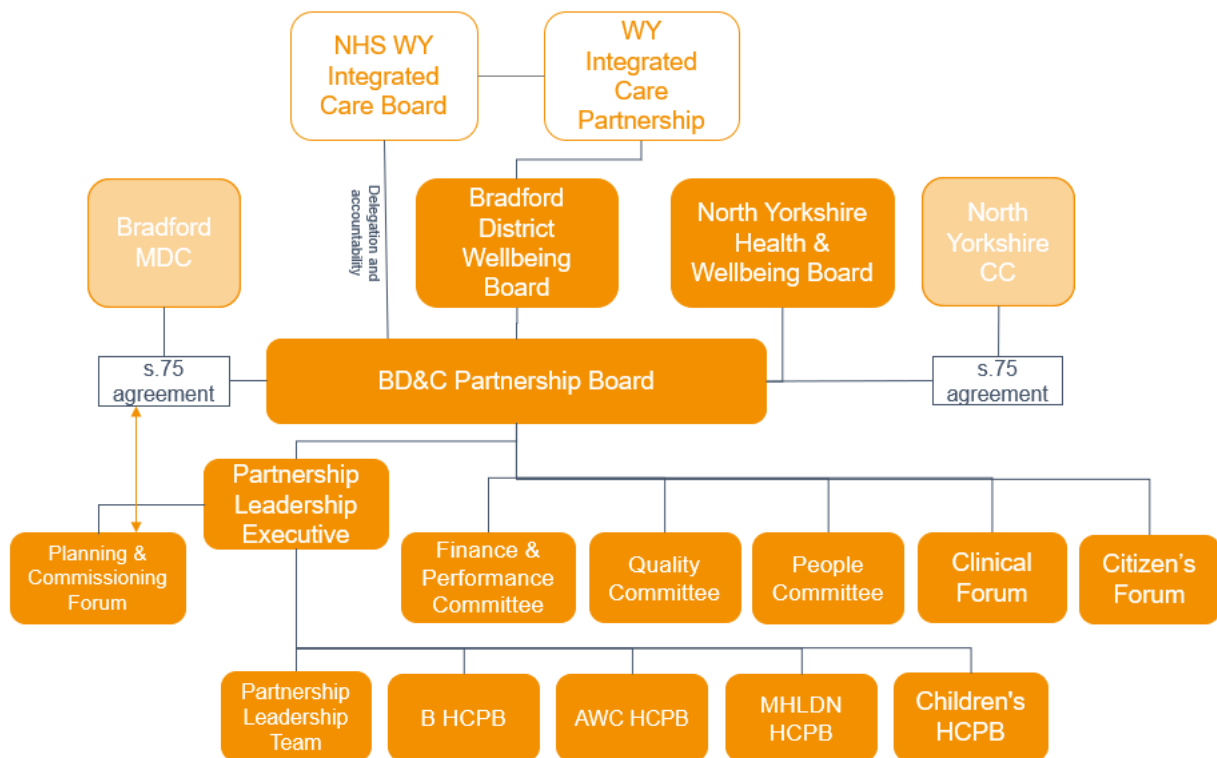
V4

Objectives	the objectives of the Partners set out in Clause 6
Operational Days	a day other than a Saturday, Sunday or bank holiday in England
Partnership Board	the Partnership Board as referred to in Clause 10
Partnership Business	has the meaning set out in Clause 10.2.1
Partnership Leadership Executive	the Partnership Leadership Executive as referred to in Clause 10
Planning and Commissioning Forum	the Planning and Commissioning Forum as referred to in Clause 10
Principles	has the meaning set out in Clause 7.3
Section 75 Agreement	means the agreement between the ICB and BMDC dated 1 April 2020 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 7
System Committees	the system committees reporting into the Partnership Board, including the System Finance & Performance Committee, the System Quality Committee, and the System People Committee
Vision	the vision of the Partners for the Place Partnership as set out in Clause 5.1
Workforce Principles	the workforce principles set out in Schedule 6 (<i>Workforce Principles</i>).

SCHEDULE 2

Governance

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



Partnership Board Terms of Reference

**BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING
AGREEMENT**

V4

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 ICB for the Bradford District and Craven population; and
- (2) adult social care, children's social care and public health services commissioned by BMDC.

SCHEDULE 4

Dispute Resolution Procedure

1 Avoiding and Solving Disputes

- 1.1 The Partners commit to working cooperatively to identify and resolve issues to the Partners mutual satisfaction to avoid all forms of dispute or conflict in performing their obligations under this SPA. Accordingly, the Partners will look to collaborate and resolve differences under Clause 8 of the SPA prior to commencing this procedure.
- 1.2 The Partners 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 Partners 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 relevant Partners' representatives shall meet with the aim of resolving the Dispute to the mutual satisfaction of the Partners. If the Dispute cannot be resolved by the relevant Partners' representatives within 10 Operational Days of the Dispute being referred to it, 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 Bradford District and Craven basis in accordance with this SPA so as to seek to reach a unanimous decision.
- 1.5 The Partners agree that the senior officers may, on a Best for Bradford District and Craven basis, determine whatever action they believe is necessary including the following:
 - (a) 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
 - (b) The independent facilitator shall:
 - (i) be provided with any information they request about the Dispute;

**BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING
AGREEMENT**

V4

- (ii) assist the senior officers to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate their own procedure;
 - (iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Operational Days of the independent facilitator being appointed or such longer period as may be agreed between the Partners in Dispute; and
 - (v) have any costs and disbursements met by the Partners in dispute equally; and
- (c) If the independent facilitator 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 Partners may decide to:
 - (i) terminate this SPA; or
 - (ii) agree that the Dispute need not be resolved.

SCHEDULE 5

Financial and Risk Management Principles

1. As overriding financial principles the Partners 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 Partners 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: and
 - 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 Partners' 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 Partners 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 Partners 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 Partners which will underpin the development of the Risk/Reward Mechanism are that:

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

- transactional costs between the Partners should be minimised;
 - there will be cost transparency between the Partners (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 Partners in advance;
 - value for money must be demonstrated across Bradford District and Craven; and
 - no Partner shall derive unreasonable advantage or suffer unreasonable disadvantage.
- b) The Partners acknowledge that some place based programmes (or their constituent projects) will have the potential to disproportionately benefit some participating Partners 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 Partners 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 Partner, 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 Partners 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 Partners 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 Partners, the net contribution was agreed to be shared equally across all the Partners 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 Partners will develop principles to manage the risks across the Partners and build on the agreed principle that no one provider should be 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.
- d) The Partners acknowledge the use of **Aligned Payment Incentive contracts** to support elective recovery and the national Elective Recovery Fund arrangements. For elective activity under these contracts (which are within the scope of the Elective Recovery Fund scheme) the income value will vary by 75% of tariff for NHS Providers (under and over-performance). The risk that the Elective Recovery Fund baseline is not met (at an ICS level) will be a Place risk and managed collectively by the Partners.

5. NHS Finance principles

- a) In respect of the management and allocation of NHS finances, the Partners 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 Partners under the SPA. If longer term planning timeframes are established and cash positions allow, a short term system deficit may be considered by the Partners if initial investment is required by the system to recover greater return in future years (any such approach would be dependent on the ICB and Place partnership 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 Partners will be to balance service delivery, quality and safety, and actual cost/expenditure rather than tariff or funding with an acceptance from all NHS Partners that there is a need to end payment by results; and
 - A transition mechanism process will be agreed by the NHS Partners 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 5 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 Partners 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 Partners 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 Partners.

- 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 Partners 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

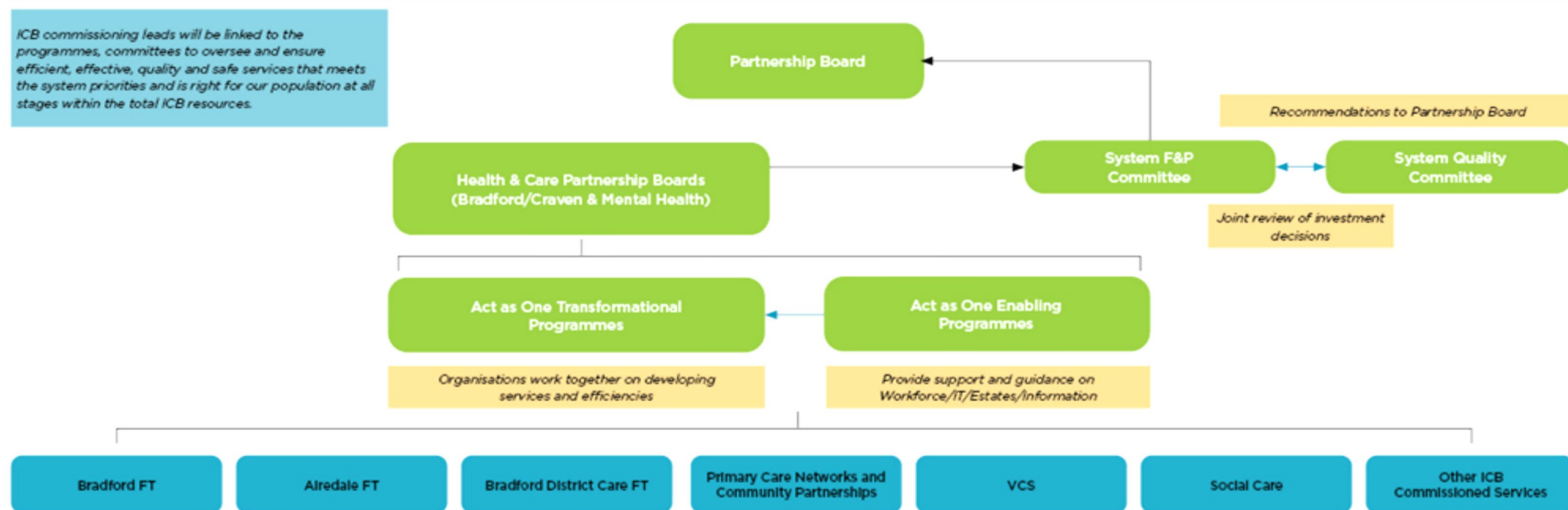
- a) The Partners acknowledge that whilst it is expected that each individual organisation will have their own governance procedures if they are to work collectively as a place they need to ensure that there is a framework that enables assurance on the delivery of Bradford District and Craven system 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 Partnership Board for approval of investment plans.
- c) The Partners 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 Partnership Board for future developments that align with the Bradford District and Craven place based priorities.

8. Agreed Clinical & Quality Priorities

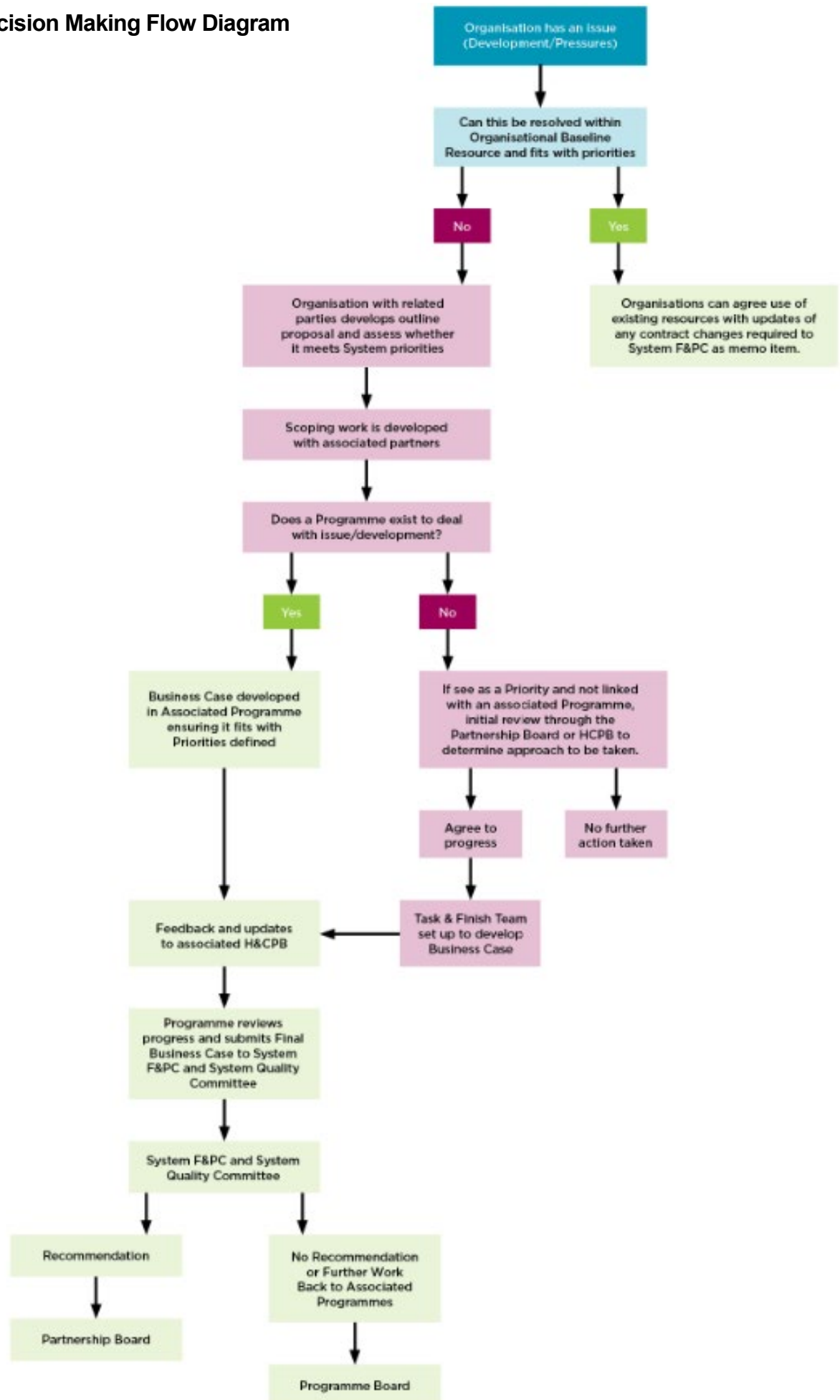
- a) Bradford District and Craven Place Partnership will agree its main priorities in each year to form the “Act of One Transformational programmes” which are the focus of the activity of the place.
- b) The decision making process will also be done in conjunction with the System Quality Committee to 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 in the Place Governance Handbook).

Annex 1 – Financial Governance Framework



Annex 2 - Decision Making Flow Diagram



SCHEDULE 6

Workforce Principles

The workforce principles agreed by the Partners are:

Our shared workforce values are:

- 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	Acting with compassion and ensuring we keep the person at the center of everything we do; striving to ensure no decision is taken in isolation of the wider health and care system and taking collective ownership of the key workforce challenges within the partnership as they present.
B	Embed an ethos of 'Act as One' and working for our health and care partnership rather than an organisation or sector; demonstrating our values in our everyday actions and behaviors 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, health and care partnership 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 opportunities and careers across our health and care partnership attractive to all including those with lived experience.
E	Optimise the knowledge, experience, skills and strengths of our shared workforce by developing our people together; providing local mentoring schemes, talent management and succession planning pipelines whilst ensuring connectivity and alignment across the ICS where appropriate to maximise our collective resources.
F	Proactively engage with and support the careers progression of colleagues who are underrepresented across all the protected characteristics so their needs are understood in a way that enables them to bring their whole selves to work and achieve a sense of

**BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING
AGREEMENT**

V4

	belonging within our partnership.
G	Involve the right people, at the right time to enable workforce transformation; enabling movement around the partnership to provide the right care and best 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 ensuring digital capability.
I	Create formal and informal opportunities for our leaders to develop together as system leaders using evidence-based approaches and our 'Act as One' ethos.
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 partnership.
K	Work collectively to develop agreements to retain talent within the partnership; 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 7

SPA Work Plan

This SPA Work Plan sets out the Partners' agreed areas of focus for the further development of the SPA from July 2022 – April 2023 and will form part of a wider programme of work to develop the Place Partnership during this period.

Areas for development will include:

	Area for development	Proposed focus
1	Governance Structures	<p>Development of the governance structure across the Place Partnership to include:</p> <ol style="list-style-type: none"> 1) a review of the existing governance groups and their effectiveness – with the first such review to take place by December 2022 2) further use of Section 75 Agreements with the Councils 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 including a review of Section 75 integrated commissioning decision-making arrangements and how they should or could connect with the wider Place Partnership governance to streamline decision-making 4) a review of how the funding and staff for the infrastructure and maintenance of the Place Partnership functions operates and any improvements to be made 5) a review of the roles performed by Health and Care Partnerships to consider if the current arrangements remain the most effective way to discharge of their responsibilities. 6) oversight arrangements – review how these are operating for the Place Partnership (including links with the Health and Wellbeing Boards and ICB / ICP).
2	Scheme of delegation	<p>Review the Place Partnership scheme of delegation and consider if any elements need to be clarified and/or extended to deliver the desired development of joint decision making.</p>
3	Services	<p>Consider what is to be included under the SPA and to be the focus of the work across the Partners (this will be linked to the SPA membership and the delegation from the ICB).</p> <p>This could also include an update of the list of budgets in scope</p>

BRADFORD DISTRICT AND CRAVEN PLACE PARTNERSHIP STRATEGIC PARTNERING AGREEMENT

V4

	Area for development	Proposed focus
		for the Place Partnership and would be linked with any pooled or aligned funds between the ICB and the Councils.
4	Workforce / HR	System People Committee to consider further development of an integrated workforce model consistent with the Workforce Principles for the Place Partnership to govern a more robust structure around the workforce in the SPA to facilitate co-working, sharing of resources, multi-disciplinary teams, efficiencies in back office HR etc.
5	Shared functions across the Place Partnership	Identifying functions which could be more integrated, shared and managed by the Place Partnership across place (e.g. BI, safeguarding, quality).
6	Financial flows	<p>Review how the financial flow and allocation mechanism works across the Place Partnership and in particular in respect of ICB resource delegated to the Partnership Board.</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, in line with the approach across the ICB.</p>
7	Contracting	Develop a clear contracting model from the Place Partnership to provider parties, in line with the delegated functions from the ICB to the Place Partnership.
8	Quality principles	Consider the quality principles for the Place Partnership and bring the process for consideration of quality into line with finance for a linked process when making/taking decisions. This will be within the remit of the System Quality Committee.