

Rotherham Place Board – 16 November 2022

Rotherham Place Partnership Governance

Lead Executive	Chris Edwards, Executive Place Director (NHS South Yorkshire, Rotherham Team)
Lead Officer	Lydia George, Strategy and Delivery Lead (NHS South Yorkshire, Rotherham Team)

Purpose
For members to agree the final version of the updated Rotherham Place Partnership Agreement and Rotherham Place Board Terms of Reference (part 2 partnership).
Background
<p>On 1 July 2022 the NHS South Yorkshire Integrated Care Board (ICB) was established pursuant to the Health and Care Act 2022, and the statutory functions, staff, assets and liabilities of NHS Rotherham CCG (and the other three CCGs of South Yorkshire) were transferred to the ICB. The ICB has delegated the exercise of some of its functions to a newly established committee of the ICB Board in the Rotherham Place (the “ICB Place Committee”) which will meet in common with the existing Rotherham Place Board.</p> <p>As a result of these developments, it is necessary to update the existing terms of reference for the Rotherham Place Board to reflect the establishment of the ICB Place Committee, and to update the existing Place Agreement (Agreement), originally entered into by Partner organisations in Rotherham in 2018. It is proposed that the revised Agreement comes into effect from 1 July 2022.</p> <p>The purpose of this paper is to provide an update on the status and role of the Place Board and the ICB Place Committee, and the key changes to the Agreement, and to seek the Board’s approval of the terms of the revised Agreement and Place Board terms of reference.</p>
Analysis of key issues and of risks
<p>Draft versions of both the Rotherham Agreement and updated Place Board Terms of Reference were received at Place Board Confidential meeting in July 2022.</p> <p>The Agreement, in summary, has been updated to reflect:</p> <ul style="list-style-type: none"> • a commencement date of 1 July 2022 – so the ICB will be a signatory • the revised structure of the NHS following the Health & Care Act 2022 • a proposed initial term from 1 July 2022 to 31 March 2024 • the revised governance structure for the Place Partnership • updating language and terminology to reflect the policy position nationally. <p>The Place Board Terms of Reference</p> <p>In practice, the Place Board carries out a dual role. The terms of reference have been updated to reflect these two roles, being:</p> <ol style="list-style-type: none"> a) Place Board – Partnership Business b) ICB Place Committee for Rotherham – ICB Business <p>At the July meeting members considered the terms of reference and the Rotherham Partnership Agreement and agreed both in principle, subject to:</p>

- Further clarification of the governance arrangements for managing the 'Better Care Fund'
- Completion of the members/participants lists within the terms of reference

Partners were then asked to take these into their organisations and through Boards for approval with the intention finalising approval at Place Board in October/November.

Comments were received from RMBC, but no other changes were requested from partners. As a result the following changes were made:

- 6e) reference that the *Council has a dual role within the Rotherham health and care system as both a commissioner of social care and public health services but also as a provider of social care and public health services either through direct delivery or through various contracts* - remains as is, as RMBC is the only partner that is both provider and commissioner.
- 6.2) confirmation that the Principles were developed and agreed in collaboration with all place Partners.
- 10.5) *partners that are statutory bodies will seek to exercise their respective statutory functions within the Place Board governance structure* - changes made to reflect that this would only be in accordance with the Partner organisation's governance arrangements and only where the functions relate to partnership business, and only where the organisation has delegated authority specifically to the individual to make such decisions within the Place Board forum.

Following confirmation that the changes adequately address the comments raised, and amendments to address the two changes identified in July, the updated documents are now being received as final versions for approval.

It should be noted that the final change to the Place Partnership Agreement will be to add the relevant terms of reference, once agreed.

Approval history

- Place Board July 2022
- Partner Governance during August – September 2022

Recommendations

The Place Board is asked to:

1. Approve the updated terms of reference for the Place Board in Part 2 of the Place Board terms of reference;
2. Note the terms of reference for the ICB Place Committee in Part 3 of the Place Board terms of reference;
3. Approve in principle the updated Rotherham Agreement and agree to delegate authority to the Executive Place Director to agree any necessary inconsequential amendments to the final version, such as the addition of the relevant Terms of Reference, and to enter into the updated Agreement on behalf of their organisations.

**ROTHERHAM PLACE PARTNERSHIP
PLACE BOARD AND ICB COMMITTEE**

Terms of Reference

Version	2.4
Implementation Date	1 July 2022
Review Date	March 2023
Approved By	Rotherham Place Board (Partnership and ICB Sessions)
Approval Date	16.11.2022

VERSIONS

Date	Version	Comments	Author
13 June 2022	1	Initial draft for feedback	Hill Dickinson
23 June 2022	2	Amendments following feedback from ICB on ICB committee element	Hill Dickinson
24 June 2022	2.1	Amendments to Place Board TORs re Participants	Hill Dickinson
6 July 2022	2.2	Amendments to ICB Committee TORs in Part 3 to reflect final TORs approved by ICB Board on 1/7/22 Amendments to job titles and membership/participation in Part 1 / Part 2	Hill Dickinson
15 July 2022	2.3	To add the list of participants in Part 3	LG
9 November 2022	2.3	To add final names to membership and to address RMBC comments	Hill Dickinson LG

1. Structure of these Terms of Reference

These terms of reference are divided into three sections:

- Part 1: Background;
- Part 2: Terms of reference for the Rotherham Place Board when carrying out Partnership Business (defined below); and
- Part 3: Terms of reference for the Rotherham Place Board when carrying out ICB Business (defined below) as a committee of NHS South Yorkshire Integrated Care Board.

PART 1: BACKGROUND

1. The organisations referred to in these terms of reference are Partners in the Rotherham Place Partnership ("**Place Partnership**"). Representatives of the Partners have come together as the Rotherham Place Board ("**Place Board**") to enable the delivery of integrated population health and care services in Rotherham, as set out in more detail below. The Partners have entered into a Place Agreement setting out their commitment to delivery of the Rotherham vision, objectives, and principles (as documented in the Place Agreement).
2. The Place Board in practice carries out two roles:
 - Firstly, the Place Board is responsible for aligning decisions on strategic policy matters made by Place Partners that are relevant to the achievement of the Rotherham Place Plan, in accordance with its terms of reference in Part 2. Where applicable, the Place 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 Place 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 Place Board does shall restrict or undermine that responsibility. This work is referred to as "**Partnership Business**".
 - Secondly, the Place Board sits as the Rotherham ICB Committee ("**ICB Place Committee**"), which is a committee of the NHS South Yorkshire Integrated Care Board ("**ICB**"). The ICB Place Committee is established as a committee of the ICB Board, in accordance with the ICB's Constitution, Standing Orders and Scheme of Reservation & Delegation. When the Place Board sits as the ICB Place Committee it has delegated authority from the ICB Board to make decisions about the use of ICB resources in Rotherham in line with its remit, and otherwise support the ICB as set out in its terms of reference in Part 3 with the membership as set out in paragraph 7 below. The decisions reached by the ICB Place Committee are decisions of the ICB, in line with the ICB's Scheme of Reservation & Delegation "**ICB Business**". When sitting as the Rotherham ICB Committee, members must comply with ICB policies and procedures.
3. As far as possible in accordance with their organisation's governance arrangements, the Partners that are statutory bodies will seek to exercise their respective statutory functions within the Place Board governance structure insofar as such functions relate to Partnership Business (in the case of the other statutory Partners) or ICB Business (in the case of the ICB) and are within the scope of these arrangements. This will be enabled:
 - For other Partners that are statutory bodies, through those organisations (at their discretion) granting delegated authority for decision making to specific individuals (for example a Place Board member) or to specific committees or other structures established by Partner organisations meeting as part of, or in parallel with, the Place Board.
 - For the ICB, through the Place Board sitting as the ICB Place Committee, as outlined above
4. For Partners that are not statutory bodies, it is expected that as far as possible the individuals attending meetings of the Place Board will be authorised to take the decisions under consideration on behalf of their organisation.
5. It is expected that in many cases, ICB Business, or any other reserved statutory decisions taken by individuals on behalf of their statutory organisations, will be able to be conducted at meetings of the

Place Board, as a result of either individual Partner representatives exercising delegated authority or through the ICB Place Committee making the decision as a committee. Other representatives of Partner organisations will be attendees at the Place Board at such times subject to the management of any conflicts of interest.

6. Whether decisions are taken under Part 2 and Part 3, or only Part 2 or Part 3 of these terms of reference, the aim will be to ensure that decisions reflect applicable national and local priority objectives and strategies and are taken in accordance with the collaborative principles for the Place Partnership.
7. Membership and attendance at the Place Board differs according to whether or not the Place Board is undertaking Partnership Business or ICB Business in accordance with the relevant terms of reference. The table below sets out the status of individual representatives in each case for ease of reference:

Nominated Representative (Role/Title)	Organisation	Status for Partnership Business	Status for ICB Business
Executive Place Director / Deputy Chief Executive ICB	NHS South Yorkshire Integrated Care Board	Joint Chair	Chair
Chief Executive	Rotherham Metropolitan Borough Council	Joint Chair	Participant
Director of Public Health	Rotherham Metropolitan Borough Council	Member	Participant
Chief Executive	The Rotherham NHS Foundation Trust (TRFT)	Member	Participant
Deputy Chief Executive	The Rotherham NHS Foundation Trust (TRFT)	Member	Participant
Chief Executive	Voluntary Action Rotherham	Member	Participant
Chief Executive	Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH)	Member	Participant
Medical Director	Connect Healthcare Rotherham CIC	Member	Participant
Executive GP Lead	Rotherham Primary Care Collaborative Board	Member	Participant
Joint Chair	Rotherham Health and Wellbeing Board	Participant	Participant
Joint Chair	Rotherham Health and Wellbeing Board	Participant	Participant
Deputy Place Director, Rotherham Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Chief Nurse, Rotherham Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Medical Director, Rotherham Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Chief Finance Officer, Rotherham Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Independent Non-Executive Member	NHS South Yorkshire Integrated Care Board	Participant	Member

ROTHERHAM PLACE BOARD

PART 2: PLACE BOARD – TERMS OF REFERENCE FOR PARTNERSHIP BUSINESS

1	Name of committee	The Rotherham Place Board (the “ Place Board ”).
2	General	<p>In these terms of reference the following capitalised terms are given the meaning set out in the NHS South Yorkshire Integrated Care Board (“ICB”) Constitution as updated from time to time, unless the context otherwise requires:</p> <p>Constitution</p> <p>ICB</p> <p>Standing Order or Standing Orders</p> <hr/> <p>Other capitalised terms have the meaning set out below:</p> <p>“Chair” means the chair of the Place Board</p> <p>“Executive Place Director” means that individual appointed by the ICB to oversee and help develop the Place Partnership</p> <p>“ICB Business” has the meaning set out in Part 1</p> <p>“ICB Place Committee” means the committee of the ICB for the Rotherham Place</p> <p>“ICB Policies” means any policy, process or procedure formally adopted by the ICB</p> <p>“Member” refers to a member of the Place Board as listed in paragraph 6</p> <p>“Participant” refers to a participant of the Place Board as listed in paragraph 7</p> <p>“Partner” refers to a partner organisation in the Place Partnership which is also a party to the Place Agreement</p> <p>“Partnership Business” has the meaning set out in Part 1</p> <p>“Place Agreement” means the Place Agreement entered into by the Partners for the transformation and better integration of health and care services for the population of Rotherham</p> <p>“Place Board” means the Place Board as described in the Place Agreement that also sits as the ICB Place Committee as described in the ICB Constitution</p> <p>“Place Partnership” means the partnership of organisations described in the Place Agreement</p> <p>“Terms of Reference for ICB Business” means the terms of reference set out in Part 3</p> <p>“Working Days” means a weekday that is not a bank holiday in England.</p>

3	Reports to	The Place Board reports to the boards of the Partners in relation to Partnership Business. This is done through each Partner representative sitting on the Place Board reporting back to their respective employing/ host organisation.
4	Purpose	<p>In relation to Partnership Business, the Place Board provides the strategic and collective leadership for the Place Partnership to deliver the ambitions of the Place Partnership and the Rotherham Place Plan. The Place Board is the forum where all Partners across health and care in Rotherham come together to formulate, agree and implement strategies for implementing the Rotherham Place Plan. The Place Board works across boundaries to improve patient experience and clinical outcomes, by establishing partnerships and better working relationships between all health and care organisations in the Rotherham health and care community.</p> <p>The Place Board shall operate in accordance with the vision, objectives and principles set out in the Place Agreement for the transformation and better integration of health, care, support and community services for the population of Rotherham.</p>
5	Remit and responsibilities	<p>When conducting Partnership Business, the Place Board has responsibility for:</p> <ul style="list-style-type: none"> • Leading the Rotherham Place Board. • Promoting and encouraging commitment to the Place Plan and “Place Board Principles” set out in the Place Agreement amongst all partner organisations; • Formulating, agreeing and implementing strategies for implementing the Place Plan; • Overseeing the implementation of the Place Agreement and all related contracts in terms of delivering the Rotherham Place Plan in line with the Place Board Principles. • Reviewing performance of the partners against the Rotherham Place Plan and determining strategies to improve performance or rectify poor performance. • Ensuring a proactive approach to establishing the health and social care needs of Rotherham citizens and to react to the changes within the health and social care agenda. • Operating cost of care effectively in the context of the Rotherham health and social care financial circumstances. • Realising cost saving opportunities through system redesign to meet the Rotherham wide efficiency challenge, ensuring impact assessments are completed where appropriate to assess any adverse impact in regard to patient safety and experience. • Providing a forum for parties to resolve disagreement relating to the Rotherham Place Plan. • In undertaking its role, considering recommendations from the Rotherham Place Board Delivery Team in respect of the operation of the Rotherham Place Board and the delivery of the services. • Reporting to the partner organisations and the Health and Wellbeing Board on progress against the Rotherham Place Plan. • Overseeing the development and implementation of the Place Board Development Plan, driving progress in implementation and seeking to overcome any barriers to implementation • Liaising where appropriate with national stakeholders (including NHS England) to communicate the views of the Place Board on matters relating to integrated care in Rotherham. • Operating as the key link between the Place Board and the ICB and work with the ICB to help shape its development, in conjunction with the Place Board’s development. This may include nominating Place Board representatives to sit on governance groups at ICB level, as necessary.

6	Members	<p>Members contribute to discussion, participate in aligned decision making and are accountable for decisions made.</p> <p>The Members of the Place Board are:</p> <p><u>NHS South Yorkshire ICB</u> Rotherham Executive Place Director / Deputy Chief Executive ICB (Joint Chair)</p> <p><u>Rotherham Metropolitan Borough Council (RMBC)</u> Chief Executive (Joint Chair) Director of Public Health</p> <p><u>The Rotherham NHS Foundation Trust (TRFT)</u> Chief Executive Deputy Chief Executive</p> <p><u>Voluntary Action Rotherham (VAR)</u> Chief Executive</p> <p><u>Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH)</u> Chief Executive</p> <p><u>Connect Healthcare Rotherham CIC</u> Medical Director</p> <p><u>Rotherham Primary Care Collaborative Board</u> Executive GP Lead</p> <p>Each Partner will ensure that the Member from their organisation:</p> <ul style="list-style-type: none"> • Is appointed to attend and represent their organisation on the Place Board with such authority as is agreed to be necessary in order for the Place Board to function effectively in discharging its responsibilities as set out in these terms of reference which is, to the extent necessary, recognised in an organisation's respective scheme of delegation (or similar); • Has equivalent delegated authority to the designated officers of all other member organisations comprising the Place Board (as confirmed in writing and agreed between the Partner organisations); and • Understands the dual role of the Place Board as described in Part 1 of these terms of reference, and the limits of their responsibilities and authority in respect of the Place Board when dealing with Partnership Business and ICB Business (to the extent they are a member of both).
7	Participants	<p>The following individuals will be invited to attend each meeting of the Place Board as Participants. Participants attend meetings and may be invited by the Chair to participate in discussions from time to time. They do not participate in decision making.</p> <p>The Participants of the Place Board when discussing Partnership Business are:</p> <ul style="list-style-type: none"> • Joint Chairs, Rotherham Health and Wellbeing Board • Strategic Director, Adult Care, Housing and Public Health, RMBC (as joint Urgent and Community Transformation Group Lead) • Director of Children's Services, RMBC (as Children and Young People's Transformation Group Lead) • Head of Communications, Rotherham Place, ICB • Strategy & Delivery Lead, Rotherham Place, ICB • Chief Nurse, Rotherham Place, ICB • Chief Finance Officer, Rotherham Place, ICB • Medical Director, Rotherham Place, ICB • Independent Non-Executive Member, ICB

		The Chair may invite such other Participants to attend any meeting of the Place Board as the Chair considers appropriate.
8	Deputies	With the permission of the Chair, Members of the Place Board may nominate a deputy to attend a meeting that they are unable to attend. The deputy may speak and vote on their behalf. The decision of the Chair regarding authorisation of nominated deputies is final.
9	Chair	The meetings will be run alternately by the Joint Chairs of the Place Board (as noted in paragraph 6 above). In the event of both of the Joint Chairs being unable to attend all or part of the meeting, another Member of the Partnership Board shall chair the meeting.
10	Quoracy	<p>No Partnership Business shall be transacted unless the following are present as a minimum:</p> <p>a) one Member from each of the ICB and RMBC; and b) two Members from any of the following Partners: TRFT, VAR, RDASH or RPCLG.</p> <p>For the sake of clarity:</p> <p>a) No person can act in more than one capacity when determining the quorum. b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum.</p> <p>Members of the Place Board may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting. Members are normally expected to attend at least 75% of meetings during the year.</p>
11	Conduct of meetings	The Place Board is not a separate legal entity or a committee of any of the Partners when considering Partnership Business, therefore it is unable to take decisions separately from its constituent Members or bind any one of them; nor can one Partner organisation 'overrule' another on any matter. The Place Board will operate as a place for discussion of Partnership Business with the aim of reaching consensus to make recommendations and proposals to the boards of Partner organisations, unless the Members have the requisite delegated authority from their Partner organisations to make the relevant decision.
12	Frequency of meetings	The rules set out in the Terms of Reference for ICB Business shall apply, unless the Place Board determines otherwise and amends these terms of reference accordingly.
13	Urgent decisions	The rules set out in the Terms of Reference for ICB Business shall apply, unless the Place Board determines otherwise and amends these terms of reference accordingly.
14	Admission of the press and public	The Place Board may meet in private to consider Partnership Business. However, if it is also considering ICB Business then press and public will be admitted in accordance with the terms of reference for ICB Business.
15	Declarations of interest	The rules set out in the Terms of Reference for ICB Business shall apply, unless the Place Board determines otherwise and amends these terms of reference accordingly.
16	Support to the Place Board	The arrangements set out in the Terms of Reference for ICB Business shall apply unless the Place Board determines otherwise and amends these terms of reference accordingly.

17	Authority	<p>The arrangements set out in the Terms of Reference for ICB Business shall apply in relation to:</p> <ul style="list-style-type: none"> • investigations • commissioning of reports and surveys • obtaining legal or other independent professional advice <p>unless the Place Board determines otherwise and amends these terms of reference accordingly.</p> <p>In addition, if the Place Board agrees additional requirements regarding the above, those requirements must be complied with.</p> <p>The Place Board has the sub-committees set out in the Terms of Reference for ICB Business.</p> <p>The Place Board is authorised to create and dissolve permanent workstreams and time limited task and finish groups as are necessary to fulfil its responsibilities. When doing so, the Place Board must set a clear scope and where appropriate deadline for completion for the workstream or group.</p> <p>Such workstreams or groups shall not be able to take decisions on behalf of the Place Board and shall not be formal sub-committees of the Place Board.</p>
18	Reporting	<p>The Place Board shall report to the boards/ senior management of Partner organisations in respect of Partnership Business. It does this through Members reporting back to their organisations.</p> <p>The Place Board shall also report to the Health and Wellbeing Board for Rotherham.</p> <p>The Place Board will receive for information updates on the work of any of its task and finish groups or workstreams.</p>
19	Conduct of the Place Board	<p>Members of the Place Board will abide by the 'Principles of Public Life' (The Nolan Principles).</p> <p>The Place Board shall undertake an annual self-assessment of its own performance against these terms of reference. This self-assessment shall form the basis of an annual report from the Place Board to the Rotherham Health and Wellbeing Board.</p>
20	Amendments	<p>Any amendment to these terms of reference is Partnership Business. Any changes to these terms of reference must be approved by the Place Board.</p>
21	Review date	<p>These terms of reference shall be reviewed annually.</p>

ROTHERHAM PLACE BOARD

PART 3: PLACE BOARD – TERMS OF REFERENCE FOR ICB PLACE COMMITTEE (ICB BUSINESS)

1	Name of committee	<p>The Rotherham Place Board (the Place Board) is established as and operates as a committee of the NHS South Yorkshire Integrated Care Board (“ICB”), in accordance with the ICB’s Constitution, Standing Orders and Scheme of Reservation and Delegation when it is considering ICB Business (the “ICB Place Committee”).</p>
2	General	<p>These terms of reference, which must be published on the ICB website, set out the remit, responsibilities, membership and reporting arrangements of the ICB Place Committee and may only be changed with the approval of the ICB Board. The ICB Place Committee has no executive powers, other than those specifically delegated in these terms of reference.</p> <p>In these Terms of Reference the following capitalised terms are given the meaning set out in the NHS South Yorkshire Integrated Care Board Constitution as updated from time to time, unless the context otherwise requires:</p> <ul style="list-style-type: none"> • Constitution • ICB • Standing Order or Standing Orders <p>Other capitalised terms have the meaning set out below:</p> <p>“Chair” means the chair of the ICB Place Committee</p> <p>“ICB Business” matters which are delegated to the ICB Place Committee in line with its purpose at paragraph 4 by the ICB for determination by the ICB Place Committee</p> <p>“ICB Policies” means any policy, process or procedure formally adopted by the ICB</p> <p>“Member” refers to a member of the ICB Place Committee as listed in paragraph 6</p> <p>“Participant” refers to a participant of the ICB Place Committee as listed in paragraph 7</p> <p>“Place Agreement” means the Rotherham Place Agreement entered into by the Partners (including the ICB) for the transformation and better integration of health and care services for the population of Rotherham</p> <p>“Place Board” means the place board as described in the Place Agreement that also sits as the ICB Place Committee when conducting ICB Business</p> <p>“Working Days” means a weekday that is not a bank holiday in England</p> <p>The ICB is part of the South Yorkshire Integrated Care System, which has four core purposes:</p> <ul style="list-style-type: none"> • improve outcomes in population health and healthcare • tackle inequalities in outcomes, experience and access • enhance productivity and value for money • help the NHS support broader social and economic development.

		<p>The ICB will use its resources and powers to achieve demonstrable progress on these aims, collaborating to tackle complex challenges, including:</p> <ul style="list-style-type: none"> • improving the health of children and young people • supporting people to stay well and independent • acting sooner to help those with preventable conditions • supporting those with long-term conditions or mental health issues • caring for those with multiple needs as populations age • getting the best from collective resources so people get care as quickly as possible.
3	Reports to	The ICB Board
4	Purpose	The ICB Place Committee will support the ICB in delivering its statutory and/or corporate functions as set out in paragraph 5.
5	Remit and responsibilities	<p>The role of the ICB Place Committee will be to actively participate in the Rotherham Place Partnership in accordance with the Place Agreement, and in accordance with the Constitution of the ICB.</p> <p>The ICB Place Committee is responsible for the following:</p> <p>Regulation and Control</p> <ul style="list-style-type: none"> • Establish governance arrangements to support collective accountability between partner organisations for place-based system delivery and performance, underpinned by the statutory and contractual accountabilities of individual organisations. <p>Strategy and Planning</p> <ul style="list-style-type: none"> • Agree a plan to meet the health and healthcare needs of the Rotherham population, having regard to the ICS integrated care strategy and Rotherham health and wellbeing strategies. • Ensure consultation, involvement and engagement on place plans is undertaken where appropriate • Engagement with Health Overview and Scrutiny Committee. • Develop Annual Plan for Delivery of Place Health & Wellbeing Strategy and ICP Strategy • Ensure provision of Health Care Services for Place Population. • Agree Place-based delivery plans. • Allocate resources to deliver the plan in Rotherham, determining what resources should be available to meet population need and setting principles for how they should be allocated across services and providers (both revenue and capital). • Approve the operating structure in Rotherham. • Develop joint working arrangements with partners in place that embed collaboration and integration as the basis for delivery within the ICB plan.

		<ul style="list-style-type: none"> • Arrange for the provision of health services in line with the allocated resources across the ICS through a range of activities including: <ul style="list-style-type: none"> ○ convening and supporting providers at Place to lead major service transformation programmes to achieve agreed outcomes. ○ support the development of primary care networks (PCNs) as the foundations of out-of- hospital care and building blocks of place-based partnerships. Including through investment in PCN management support, data and digital capabilities, workforce development and estates. ○ working with local authority and voluntary, community and social enterprise (VCSE) sector partners to put in place personalised care for people, including assessment and provision of continuing healthcare and funded nursing care, and agreeing personal health budgets and direct payments for care. • Agree place action on data and digital: working with partners across the NHS and with local authorities to put in place smart digital and data foundations to connect health and care services to put the citizen at the centre of their care. • Agree joint work on estates, procurement, supply chain and commercial strategies to maximise value for money in place and support wider goals of development and sustainability. <p>Partnership working</p> <ul style="list-style-type: none"> • Agree joint working arrangements at Place that embed collaboration and integration as the basis for delivery of the Place plan. <p>Staffing and human resources</p> <ul style="list-style-type: none"> • Delivery of implementation in Rotherham of people priorities. <p>Risk management</p> <p>Make arrangements to implement in place ICB risk management arrangements.</p>
6	Members	<p>The Members of the ICB Place Committee when undertaking ICB Business are:</p> <ul style="list-style-type: none"> • Executive Place Director, ICB (Chair) • Chief Nurse, Rotherham Place, ICB • Chief Medical Officer, Rotherham Place, ICB • Chief Finance Officer, Rotherham Place, ICB • Independent Non-Executive Member, ICB • Deputy Place Director, ICB <p>The Chair of the ICB must approve the appointment of any Member of the ICB Place Committee and may remove any Member of the ICB Place Committee, acting always in accordance with the ICB Constitution.</p>

7	Participants	<p>The following individuals will be invited to attend each meeting of the ICB Place Committee as Participants. Participants attend meetings and may be invited by the Chair to participate in discussions from time to time. They do not vote. The Participants of the ICB Place Committee when undertaking ICB Business are:</p> <ul style="list-style-type: none"> • Rotherham Metropolitan Borough Council (RMBC) - Chief Executive • Rotherham Metropolitan Borough Council (RMBC) - Director of Public Health • The Rotherham NHS Foundation Trust (TRFT) - Chief Executive • Voluntary Action Rotherham (VAR) - Chief Executive • Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH) - Chief Executive • Rotherham Primary Care Leadership Group (RPCLG) - [TBC] • Rotherham Health and Wellbeing Board (RH&WBB)- Joint Chair • Rotherham Health and Wellbeing Board (RH&WBB)- Joint Chair • NHS South Yorkshire Integrated Care Board (NHS SYICB) - Deputy Place Director, Rotherham Place • The Rotherham NHS Foundation Trust (TRFT) - Deputy Chief Executive <p>ICB officers may request or be requested to attend the meeting when matters concerning their responsibilities are to be discussed or they are presenting a paper. The Chair may invite such other Participants to attend any meeting of the ICB Place Committee as the Chair considers appropriate.</p>
8	Deputies	<p>With the permission of the Chair, Members of the ICB Place Committee may nominate a deputy to attend a meeting that they are unable to attend. Members should inform the Chair of their intention to nominate a deputy and should ensure that any such deputy is suitably briefed and qualified to act in that capacity. The deputy may speak on their behalf but may not vote.</p> <p>The decision of the Chair regarding authorisation of nominated deputies is final.</p>
9	Chair	<p>The meetings will be run by the Chair of the ICB Place Committee (as noted in paragraph 6 above). If the Chair is absent or is disqualified from participating by a conflict of interest, a member of the ICB shall be chosen by the members present, or by a majority of them, and shall preside. In the event of the Chair being unable to attend all or part of the meeting, another Member of the ICB Place Committee shall chair the meeting.</p>
10	Quoracy	<p>No business shall be transacted unless at least 60% of the membership (which equates to 3 individuals) and including the following are present:</p> <p>(1) Executive Place Director and (2) Independent Non-Executive Member</p> <p>For the sake of clarity:</p> <ol style="list-style-type: none"> a) No person can act in more than one capacity when determining the quorum. b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum. <p>Members of the ICB Place Committee may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting. Members are normally expected to attend at least 75% of meetings during the year</p>

11	Conduct meetings of	<p>In line with the ICB's Standing Orders, it is expected that decisions will be reached by consensus. Should this not be possible, each member of the ICB Place Committee will have one vote, the process for which is set out below:</p> <ol style="list-style-type: none"> a. All members of the ICB Place Committee who are present at the meeting will be eligible to cast one vote each. (For the sake of clarity, Members of the ICB Place Committee are set out at paragraph 6; Participants and observers do not have voting rights.) b. Absent Members may not vote by proxy. Absence is defined as not being present at the time of the vote but this does not preclude anyone attending by teleconference or other virtual mechanism from exercising their right to vote if eligible to do so. c. For the sake of clarity, any additional Participants and Observers (as detailed within Section 5.6. of the Constitution) will not have voting rights. A resolution will be passed if more votes are cast for the resolution than against it. d. If an equal number of votes are cast for and against a resolution, then the Chair (or in their absence, the person presiding over the meeting) will have a second and casting vote. e. Should a vote be taken, the outcome of the vote, and any dissenting views, must be recorded in the minutes of the meeting.
12	Frequency of meetings	<p>The ICB Place Committee will meet monthly in common with the Place Board. The Chair may call an additional meeting at any time by giving not less than 14 calendar days' notice in writing to members of the ICB Place Committee.</p> <p>One third of the members of the ICB Place Committee may request the Chair to convene a meeting by notice in writing, specifying the matters which they wish to be considered at the meeting, If the Chair refuses, or fails, to call a meeting within seven calendar days of such a request being presented, the ICB Place Committee Members signing the requisition may call a meeting by giving not less than 14 calendar days' notice in writing to all Members of the ICB Place Committee specifying the matters to be considered at the meeting.</p> <p>In emergency situations the Chair may call a meeting with two days' notice by setting out the reason for the urgency and the decision to be taken.</p>
13	Urgent decisions	<p>In the case of urgent decisions and extraordinary circumstances, every attempt will be made for the ICB Place Committee to meet virtually. Where this is not possible the following will apply:</p> <ol style="list-style-type: none"> a) The powers which are delegated to the ICB Place Committee may allow for an urgent decision be exercised by the Chair subject to every effort having made to consult to consult with as many members as possible in the given circumstances. b) The exercise of such powers shall be reported to the next formal meeting of the ICB Place Committee for formal ratification, where the Chair will explain the reason for the action taken, and the ICB Audit Committee for oversight.

14	Admission of the press and public	<p>In accordance with Public Bodies (Admission to Meetings) Act 1960 all meetings of the ICB at which public functions are exercised will be open to the public. This includes the Place Board where it is discussing ICB Business as the ICB Place Committee.</p> <p>The ICB Place Committee may resolve to exclude the public from a meeting or part of a meeting where it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings or for any other reason permitted by the Public Bodies (Admission to Meetings) Act 1960 as amended or succeeded from time to time.</p> <p>The chair of the meeting shall give such directions as they think fit with regard to the arrangements for meetings and accommodation of the public and representatives of the press such as to ensure that the ICB Place Committee's business shall be conducted without interruption and disruption.</p> <p>As permitted by Section 1(8) Public Bodies (Admissions to Meetings) Act 1960 as amended from time to time) the public may be excluded from a meeting to suppress or prevent disorderly conduct or behaviour.</p> <p>Matters to be dealt with by a meeting following the exclusion of representatives of the press, and other members of the public shall be confidential to the members of the ICB Place Committee.</p> <p>A public notice of the time and place of the meeting and how to access the meeting shall be given by posting it electronically at least 7 calendar days before the meeting or, if the meeting is convened at shorter notice, then at the time it is convened.</p> <p>The agenda and papers for meetings will be published electronically in advance of the meeting excluding, if thought fit, any item likely to be addressed in part of a meeting is not likely to be open to the public.</p>
15	Declarations of interest	<p>If any Member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.</p>
16	Support to the ICB Place Committee	<p>Administrative support will be provided to the ICB Place Committee by officers of the ICB. This will include:</p> <ul style="list-style-type: none"> • Agreement of the agenda with the Chair, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward; • Maintaining an on-going list of actions, specifying Members responsible, due dates and keeping track of these actions; • Sending out agendas and supporting papers to Members five working days before the meeting. • Drafting minutes for approval by the Chair within five working days of the meeting and then distribute to all attendees following this approval within 10 working days; and • An annual work plan to be updated and maintained on a quarterly basis.

17	Authority	<p>The ICB Place Committee is authorised to investigate any activity within its terms of reference. It is authorised to seek any information it requires within its remit, from any employee of the ICB and they are directed to co-operate with any such request made by the ICB Place Committee.</p> <p>The ICB Place Committee is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations.</p> <p>The ICB Place Committee is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary. In doing, so, the ICB Place Committee must follow procedures put in place by the ICB for obtaining legal or professional advice.</p> <p>The ICB Place Committee is authorised to create sub-committees or working groups as are necessary to fulfil its responsibilities within its terms of reference. The ICB Place Committee may not delegate powers delegated to it within these terms of reference (unless expressly authorised by the ICB Board) and remains accountable for the work of any such group.</p>
18	Reporting	<p>The ICB Place Committee shall submit its minutes to each formal ICB Board meeting.</p> <p>The Chair shall draw to the attention of the ICB Board any significant issues or risks relevant to the ICB.</p> <p>The ICB Place Committee's minutes will be published on the ICB website once ratified.</p> <p>The ICB Place Committee shall submit an annual report to the ICB Audit Committee and the ICB Board.</p> <p>The ICB Place Committee will receive for information the minutes of other meetings which are captured in the ICB Place Committee work plan e.g. sub-committees.</p>
19	Conduct of the ICB Place Committee	<p>All Members will have due regard to and operate within the Constitution of the ICB, standing orders, standing financial instructions and other financial procedures.</p> <p>Members of the ICB Place Committee will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.</p> <p>The Place Board (including the ICB Place Committee) shall agree an annual delivery plan with the ICB Board.</p> <p>The ICB Place Committee shall undertake an annual self-assessment of its own performance against the annual work plan, membership and terms of reference. This self-assessment shall form the basis of the annual report from the ICB Place Committee.</p> <p>Any resulting changes to the terms of reference shall be submitted for approval by the ICB Board.</p>
20	Amendments	<p>These terms of reference, which must be published on the ICB website, set out the remit, responsibilities, membership and reporting arrangements of the ICB Place Committee and may only be changed with the approval of the ICB Board.</p>
21	Review date	<p>These terms of reference shall be reviewed annually.</p>

DATED 01.07.2022

1. NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD
2. CONNECT HEALTHCARE ROTHERHAM CIC
3. ROTHERHAM METROPOLITAN BOROUGH COUNCIL
4. ROTHERHAM DONCASTER AND SOUTH HUMBER NHS FOUNDATION TRUST
5. THE ROTHERHAM NHS FOUNDATION TRUST
6. VOLUNTARY ACTION ROTHERHAM LIMITED

OVERARCHING PLACE PARTNERSHIP AGREEMENT FOR THE TRANSFORMATION AND BETTER INTEGRATION OF HEALTH, CARE, SUPPORT AND COMMUNITY SERVICES FOR THE POPULATION OF ROTHERHAM

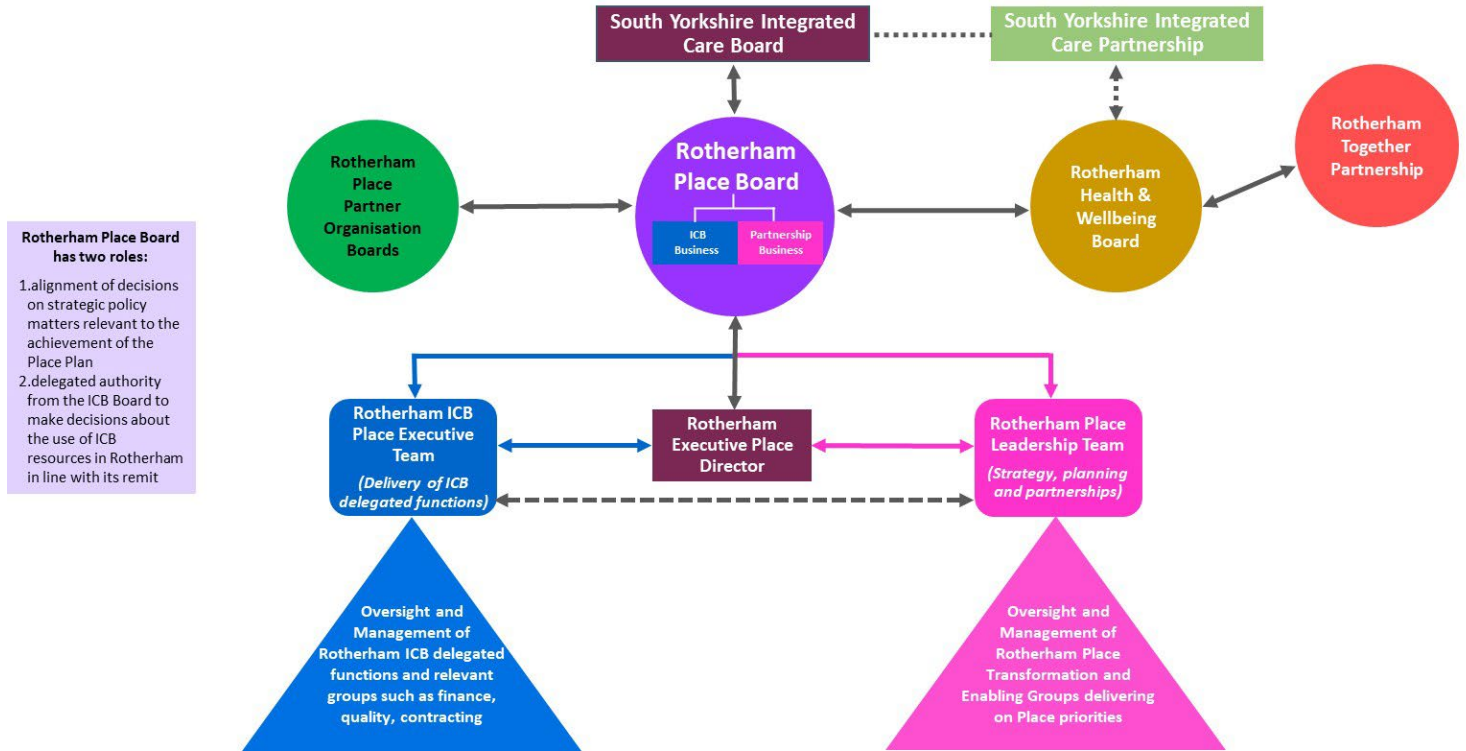


No	Date	Version Number	Author
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3-2	290621	2	EV
3-3	140721	3	EV
4	240622	4	EV
5	060722	5	EV
6	041122	6	PH/LG

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Figure 1: Rotherham Place Partnership governance structure



DATE:

2022

This Place Agreement (the **Agreement**) is made between:

1. **NHS SOUTH YORKSHIRE INTEGRATED CARE BOARD** of 722 Prince of Wales Road, Sheffield S9 4EU (the **"ICB"**);
2. **CONNECT HEALTHCARE ROTHERHAM CIC** (Company number 10648960) whose registered office is Clifton Medical Centre, Doncaster Gate, Rotherham S65 1DA (**"Connect"**);
3. **ROTHERHAM METROPOLITAN BOROUGH COUNCIL** of Riverside House, Main Street, Rotherham S60 1AE (the **"Council"**);
4. **ROTHERHAM DONCASTER AND SOUTH HUMBER NHS FOUNDATION TRUST** of Woodfield House, Tickhill Road Site, Weston Rd, Doncaster DN4 8QN (**"RDASH"**);
5. **THE ROTHERHAM NHS FOUNDATION TRUST** of Rotherham Hospital, Moorgate Road, Rotherham S60 2UD (**"TRFT"**); and
6. **VOLUNTARY ACTION ROTHERHAM LIMITED** a registered charity (Registered Charity Number 1075995) and a company limited by guarantee (Registered Company number 02222190) whose registered office is The Spectrum, Coke Hill, Rotherham S60 2HX (**"VAR"**),

together referred to in this Agreement as the **"Partners"**.

The ICB and the Council (in its role as commissioner of social care and public health services) are together referred to in this Agreement as the **"Commissioners"**.

Connect, TRFT, RDASH, VAR and the Council (in its role as a provider of social care services, whether directly or through contracting arrangements with third party providers) are together referred to in this Agreement as the **"Providers"**.

BACKGROUND

- a) The Partners have been working collaboratively across Rotherham to integrate services and provide care closer to home for local people for some time, under a collaborative agreement signed in 2018. This updated Agreement sets out the values, principles and shared ambition of the Partners in supporting continued work to further develop place-based health and care provision for the Rotherham population using a population health management approach and building on the progress achieved by the Partners to date.
- b) Rotherham's Integrated Health & Social Care Place Plan (the **"Place Plan"**) detailed the Partners' joined up approach to delivering key initiatives that will help achieve the Health and Wellbeing Strategic Aims. The Place Partnership governance framework set out in this Agreement will enable the Providers to collaborate in order to identify opportunities for service improvement or redesign in line with the vision and objectives in the Place Plan.
- c) Pursuant to the Health and Care Act 2022, on the Commencement Date the ICB was established as a statutory body and NHS Rotherham 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 Agreement.

- d) In light of the Health and Care Act 2022, the Partners recognise that from the Commencement Date they will need to undertake a programme of work through the governance arrangements set out in this Agreement to further develop their place arrangements to become a thriving Place Partnership ready to manage Rotherham resources together for the benefit of the Rotherham population. This programme of work will be set out in a Place Partnership Development Plan to be agreed between the Partners. The Partners will review the operation and contents of this Agreement regularly during 2022/23 as the Place Partnership arrangements evolve.
- e) The Partners acknowledge that the Council has a dual role within the Rotherham health and care system as both a commissioner of social care and public health services but also as a provider of social care and public health services either through direct delivery or through various contracts. In its role as commissioner of social care and public health services the Council shall work in conjunction with the ICB and in its role as a provider of social care services the Council shall work in conjunction with the other Providers. The Council recognises the need to ensure and will ensure that any potential conflicts of interest arising from its dual role are appropriately identified to the other Partners and managed.
- f) This Agreement sets out the key terms that the Partners have agreed, including:
- the vision of the Partners, and key objectives for the development and delivery of integrated services in Rotherham;
 - the key principles that the Partners will comply with in working together through the Place Partnership; and
 - the governance structures underpinning the Place Partnership.
- g) This Agreement is intended to work alongside:
- the Place Plan;
 - the Contracts between the ICB and the Providers and between the Council and the Providers for the delivery of the Services; and
 - the Section 75 Agreement between the Commissioners under which they commission the services listed in the schedules to that agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.2 In this Agreement, unless the context requires otherwise, the following rules of construction shall apply:
 - 1.2.1 a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - 1.2.3 a reference to a “Provider”, the “Council”, the “ICB” or the “Commissioner” or any Partner includes its personal representatives, successors or permitted assigns;
 - 1.2.4 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
 - 1.2.5 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 The Partners have agreed to work together to further develop the Place Partnership in order to develop an improved financial, governance and contractual framework for delivering integrated health, support, and community care for the Rotherham population (covered by the ICB and the Council) and to deliver the Place Plan.
- 2.2 Notwithstanding the good faith consideration that each Partner has afforded the terms set out in this Agreement, the Partners agree that save as provided in Clause 2.3 below this Agreement shall not be legally binding. The Partners each enter into this Agreement intending to honour all of their respective obligations.
- 2.3 Clauses 9 (*Transparency*), 166 (*Liability*), 18 (*Confidentiality and FOIA*), 19 (*Intellectual Property*), 20.4 (*Counterparts*) and 20.5 (*Governing Law and Jurisdiction*) shall come into force from the date of this Agreement and shall give rise to legally binding commitments between the Providers.
- 2.4 Each of the Providers has one or more individual Contracts (or where appropriate combined Contracts) with the ICB or Council. This Agreement is not intended to conflict with or take precedence over the terms of the Contracts unless expressly agreed by the Partners in writing.

3. APPROVALS

Each of the Partners acknowledges and confirms that as at the date of this Agreement it has obtained all necessary authorisations to enter into this Agreement and that its own organisational leadership body has approved the terms of this Agreement.

4. DURATION AND REVIEW

- 4.1 This Agreement shall commence on the Commencement Date (1 July 2022) 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 Agreement.
- 4.2 Prior to the expiry of the Initial Term of this Agreement will expire automatically without notice unless, no later than six (6) months before the end of the Initial Term, the Partners agree in writing that the term of the Agreement will be extended for a further term to be agreed between the Partners (the “**Extended Term**”).
- 4.3 The Partners will review progress made against the Place Partnership Development Plan and the terms of this Agreement on a half yearly basis and/or at such intervals thereafter as may be agreed between the Partners, and the Partners may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 17 (*Variation*).

SECTION A: PLACE PLAN VISION, OBJECTIVES AND PRINCIPLES

5. THE PLACE PLAN VISION AND OBJECTIVES

- 5.1 The Place Plan agreed by the Partners is intended to deliver sustainable, effective, and efficient health and care support and community services with significant improvements underpinned by collaborative working through the development of the Place Partnership. The Partners have agreed to work together in order to achieve the objectives set out in the Place Plan.
- 5.2 The Partners’ shared vision as set out in the Place Plan is:
- “Supporting people and families to live independently in the community, with prevention and self-management at the heart of our delivery”*
- 5.3 The Partners acknowledge that they will have to make decisions together in order for the Place Partnership to work effectively. The Partners agree that they will always look to work together and make decisions on a Best for Rotherham basis in order to achieve the objectives in the Place Plan, save for the Reserved Matters listed at Clause 8.1.

6. THE PRINCIPLES

- 6.1 These Principles underpin the delivery of the Partners’ obligations under this Agreement and set out key factors for a successful relationship between the Partners. The Partners acknowledge and confirm that the successful delivery of the Place Plan will depend on the Providers’ ability to effectively co-ordinate and combine their

expertise and resources in order to deliver an integrated approach to the provision of the Services in conjunction with the Commissioners.

6.2 The Principles are that the Partners will work together in good faith and, unless the provisions in this Agreement state otherwise, the Partners will:

6.2.1 focus on people and places rather than organisations, pulling pathways together and integrating them around people’s homes and localities; adopt a way of working which promotes continuous engagement with and involvement of local people to inform this;

6.2.2 actively encourage prevention, self-management, and early intervention to promote independence and support recovery, and be fair to ensure that all the people of Rotherham can have timely access to the support they require to retain independence;

6.2.3 design pathways together and collaborate, agreeing how we do pathways once collectively, to make our current and future services work better;

6.2.4 be innovative, using international evidence and proven best practice to shape our pathways to achieve the best outcomes for people in Rotherham in the most cost-effective way;

6.2.5 strive for the best quality services based on the outcomes we want within the resource available;

6.2.6 be financially sustainable and this must be secured through our plans and pathway reform;

6.2.7 align relevant health and social care budgets together so we can buy health, care, and support services once for a place in a joined up way;

6.2.8 work together to reduce health inequalities and tackle the wider determinants of health to ensure that the health of our most vulnerable communities, including those living in poverty and deprivation and those with mental health problems, learning or physical disabilities, is improving the fastest; and

6.2.9 promoting and striving to adhere to the Nolan Principles of public life (selflessness, integrity, objectivity, accountability, openness, honesty and leadership),

(together these are the “**Principles**”).

6.3 In addition to the Principles set out above, the Partners will have regard to the values and principles set out in the South Yorkshire Health and Care Compact.

7. PROBLEM RESOLUTION AND ESCALATION

7.1 The Partners agree to adopt a systematic approach to problem resolution which recognises the objectives in the Place Plan and the Principles and which:

- 7.1.1 seeks solutions without apportioning blame;
 - 7.1.2 is based on mutually beneficial outcomes;
 - 7.1.3 treats each Partner as an equal party in the dispute resolution process; and
 - 7.1.4 contains a mutual acceptance that adversarial attitudes waste time and money.
- 7.2 If a problem, issue, concern or complaint comes to the attention of a Partner which relates to the Place Plan or the Principles or any matter within the scope of this Agreement 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 and/or negotiation within 20 Operational Days of such matter being notified.
- 7.3 Any Dispute arising between the Partners which is not resolved under Clause 7.2 above will be resolved in accordance with Schedule 3 (*Dispute Resolution Procedure*).
- 7.4 If any Partner receives any formal enquiry, complaint, claim or threat of action from a third party relating to this Agreement (including, but not limited to, claims made by a supplier or requests for information made under the FOIA relating to this Agreement) the receiving Partner will liaise with the Place Partnership Place Delivery Team as to the contents of any response before a response is issued.

SECTION B: OPERATION OF AND ROLES IN THE PLACE PARTNERSHIP

8. RESERVED MATTERS

- 8.1 The Partners agree and acknowledge that nothing in this Agreement shall operate as to require them to make any decision or act in anyway which shall place any Partner in breach of:
- 8.1.1 Law;
 - 8.1.2 any Services Contract or the Section 75 Agreement;
 - 8.1.3 any specific Department of Health and Social Care or NHS England policies;
 - 8.1.4 if applicable its Constitution (including for the ICB and the Council); any terms of its NHS provider licence; its registration with the CQC ; the terms of reference or the Place Board or the ICB Place Committee Terms of Reference; or to breach any legislative requirements including the NHS Act 2006 (as amended); or
 - 8.1.5 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 the Agreement,

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

9. TRANSPARENCY

9.1 The Partners will provide to each other all information that is reasonably required in order to achieve the objectives in the Place Plan.

9.2 The Partners have responsibilities to comply with Law (including where applicable Competition Law). The Partners will make sure that they share information, and in particular Competition Sensitive Information, in such a way that is compliant with Competition Law and, accordingly, the Place Board and the Place Delivery Team will each ensure that the exchange of Competition Sensitive Information will be restricted to circumstances where:

9.2.1 it is essential;

9.2.2 it is not exchanged more widely than necessary;

9.2.3 it is subject to suitable non-disclosure or confidentiality agreements which include a requirement for the recipient to destroy or return it on request or on termination or expiry of this Agreement; and

9.2.4 it may not be used other than to achieve the aims of this Agreement or the Place Plan in accordance with the Principles.

9.3 Subject to compliance with Clause 9.1 above, the Partners will ensure that they provide the Place Board and Place Delivery Team with all financial cost resourcing, activity or other information as may be reasonably required so that the Place Board and Place Delivery Team can be satisfied that the Place Plan objectives are being satisfied.

9.4 The Commissioners will make sure that the Place Board and Place Delivery Team establish appropriate information barriers between and within the Providers so as to ensure that Competition Sensitive Information and Confidential Information are only available to those Providers who need to see it to achieve the Place Plan and for no other purpose whatsoever so that the Partners do not breach Competition Law.

9.5 It is accepted by the Partners that the involvement of the Providers in the governance arrangements for the Place Partnership is likely to give rise to situations where information will be generated and made available to the Providers, which could potentially give the Providers an unfair advantage in competitions or which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one Provider with a commercial advantage over a separate provider). Any Provider will have the opportunity to demonstrate to the reasonable satisfaction of the ICB and/or the Council (where acting as a commissioner) in relation to any competitive procurements that the information it has acquired as a result of its participation in the Place Partnership, other than as a result of a breach of

this Agreement, does not preclude the ICB and the Council (where acting as a commissioner) from running a fair competitive procurement in accordance with their legal obligations.

- 9.6 Notwithstanding Clause 9.5 above, the Commissioners may take such measures as they consider necessary in relation to such competitive procurements in order to comply with their obligations under Law which may include excluding any potential bidder from the competitive procurement in accordance with the Law governing that competitive procurement.

SECTION C: GOVERNANCE ARRANGEMENTS

10. PLACE PARTNERSHIP GOVERNANCE

- 10.1 In addition to the Partners' own Boards / Cabinet / Governing Body, which shall remain accountable for the exercise of each of the Partners' respective functions, the Partners must communicate with each other in a clear, direct, and timely manner. The governance structure for the Place Partnership will include:

10.1.1 the Health and Wellbeing Board for Rotherham;

10.1.2 the Place Board;

10.1.3 the Place Leadership Team; and

10.1.4 the Place Delivery Team.

- 10.2 The diagram in Schedule 2 (Governance) sets out the governance structure and the links between the various groups in more detail. In addition to the three groups set out in Clause 10.1, as detailed on the diagram in Schedule 2 the Partners have formed a number of 'Enabling Groups' and 'Transformation Groups' which report into the Place Delivery Team and focus on the Enablers and Transformation Workstreams respectively.

Rotherham Health and Wellbeing Board

- 10.3 The Rotherham Health and Wellbeing Board is a committee of the Council, charged with promoting greater health and social care integration in Rotherham. The Health and Wellbeing Board will receive reports from the Place Board as to the development of the ICP arrangements under this Agreement and progress against the Place Plan.

Rotherham Place Board

- 10.4 The Place Board in practice carries out two roles:

10.4.1 firstly, the Place Board has responsibility for aligning decisions on strategic policy matters made by Partners that are relevant to the Place Partnership. Where applicable, the Place 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 Place 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 Place Board does shall restrict or undermine that responsibility. This work is referred to as “**Partnership Business**”; and

- 10.4.2 secondly, the Place Board sits as the ICB Place Committee for Rotherham (“**ICB Place Committee**”), which is a formal committee of the ICB. The ICB Place Committee is established as a committee of the ICB Board, in accordance with the ICB’s Constitution. The ICB Place Committee has delegated authority from the ICB Board to make decisions about the use of ICB resources in Rotherham in line with its remit, and otherwise support the ICB as set out in its terms of reference of Schedule 2. The decisions reached by the ICB Place 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 Place Committee, Partners must comply with ICB policies and procedures.
- 10.5 As far as possible in accordance with their organisation’s governance arrangements, the Partners that are statutory bodies will seek to exercise their respective statutory functions within the Place Board governance structure insofar as such functions relate to ICB Business (in the case of the ICB) or Partnership Business (in the case of the other statutory Partners) and are within the scope of these arrangements. This will be enabled:
- 10.5.1 for the ICB, through the Place Board sitting as the ICB Place Committee, as outlined above;
- 10.5.2 for other Partners that are statutory bodies, through those organisations (at their discretion) granting delegated authority for decision making to specific individuals (for example a Place Board member) or to specific committees or other structures established by Partner organisations meeting as part of, or in parallel with, the Place Board; and
- 10.5.3 for Partners that are not statutory bodies, it is expected that as far as possible the individuals attending meetings of the Place Board will be formally authorised to take the decisions under consideration on behalf of their organisation.
- 10.6 The terms of reference for Partnership Business in Schedule 3 apply to the Place Board as at the Commencement Date. The terms of reference for ICB Business in Schedule 3 apply to the ICB Place Committee as at the Commencement Date and can be found in the governance handbook issued by the ICB and available on the ICB website. The terms of reference for all governance groups may be updated by agreement of the Partners during the term or as otherwise stated in their terms.

- 10.7 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.
- 10.8 The Place Board is the group responsible for:
- 10.8.1 leading the Place Partnership,
 - 10.8.2 reporting to Partner organisations and the Health and Wellbeing Board for Rotherham on progress against the Place Plan; and
 - 10.8.3 liaising where appropriate with national stakeholders (including NHS England) to communicate the views of the Place Partnership on matters relating to integrated care in Rotherham.
- 10.9 The Place Board will act in accordance with the terms of reference set out in Schedule 2 (*Governance*) as applicable.
- 10.10 The joint commissioning governance arrangements between the ICB and the Council in respect of the Better Care Fund as at the Commencement Date will continue to operate separately from the Place Board. Where agreed by the ICB and the Council the Place Board may meet in common with the BCF joint commissioning governance arrangements between the ICB and the Council.
- 10.11 The Place Board may refer opportunities to develop specific service improvements / redesign (provided they align sufficiently with the Principles and Objectives) to collaboratives of some or all of the Providers (dependent on the opportunity). Where the Place Board refers such opportunities, the Providers may choose to collaborate through existing governance groups (e.g. the Place Delivery Team), or set up specific task and finish groups, in either case aligning with the work of the Place Delivery Team and reporting into the Place Board. The scope and detail of delivery by the Providers of any such opportunities will be agreed by the relevant Partners through the Place Board and appended to this Agreement.

Rotherham Place Leadership Team

- 10.12 The Place Leadership Team is the oversight group for the delivery of the Rotherham Place Plan, and in driving forward the Partners' ambition for further delegation at place. It is the forum where all Partners come together to strengthen relationships and provide leadership and ambition for transformation of the Place Partnership. It will support oversight of agendas and papers for the Place Board (Partnership Business) and the ICB Place Committee (as appropriate) and agree any partnership issues for escalation to the Place Board. The terms of reference for the Place Leadership Team are set out in [Schedule 2].

Rotherham Place Delivery Team

- 10.13 The Place Delivery Team is the group responsible for managing the collaborative operation of the Partners and the delivery of the Place Plan. The Place Delivery Team will act in accordance with its terms of reference set out in [Schedule 2 (*Governance*)].
- 10.14 The Partners will communicate with each other clearly, directly and in a timely manner to ensure that the Partners (and their representatives) present at the Place Board and Place Delivery Team are able to represent their nominating organisations to enable effective and timely decisions to be made for each respective Partner under this Agreement.
- 10.15 Each Partner must ensure that its appointed members of the Place Board, Place Leadership Team and Place Delivery Team (or their appointed deputies/alternatives) attend all meetings of the relevant group and participate fully and exercise their rights on a Best for Rotherham basis and in accordance with Clause 5 (*Place Plan Objectives*) and Clause 6 (*Principles*).

11. CONFLICTS OF INTEREST

- 11.1 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality the Partners agree to share all information relevant to the achievement of the Place Plan objectives in an honest, open and timely manner.
- 11.2 The Partners will:
- 11.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Agreement or operation of the Place Board, Place Leadership Team or Place Delivery Team, 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 the Services;
 - 11.2.2 not allow themselves to be placed in a position of conflict of interest in regard to any of their rights or obligations under this Agreement (without the prior consent of the other Partners) before they participate in any decision in respect of that matter; and
 - 11.2.3 use best endeavours to ensure that their Place Board, Place Leadership Team and Place Delivery Team representatives comply with the requirements of this Clause 11 when acting in connection with this Agreement.

SECTION D: FINANCIAL PLANNING

12. PAYMENTS

- 12.1 The Partners who provide services will continue to be paid in accordance with the mechanism set out in their respective Contracts in respect of Services they deliver.

- 12.2 The Partners have not agreed as at the Commencement Date to share risk or reward. However, the Partners will work together during the Initial Term to develop system financial principles including the potential development of risk/reward sharing mechanisms with the aim of achieving the Objectives in line with the Place Partnership Development Plan. Any future introduction of such a mechanism would require additional legally binding provisions to be agreed between the Partners and incorporated into this Agreement in accordance with Clause 17.

SECTION E: FUTURE DEVELOPMENT OF THE PLACE PARTNERSHIP

13. PLACE PARTNERSHIP DEVELOPMENT PLAN

- 13.1 The Partners have agreed to work together in the initial nine month period from the Commencement Date to develop a Place Partnership Development Plan which will identify priority areas of focus for 2022/23 in order to ensure that further delegation of functions from the ICB and other Partner organisations is enabled by April 2023. Once developed and agreed, the Partners will keep the Place Partnership Development Plan under review through the governance structures set out in this Agreement and may agree to amend the Place Partnership Development Plan as required during the Initial Term, in line with policy direction and legislative developments.

SECTION F: GENERAL PROVISIONS

14. EXCLUSION AND TERMINATION

- 14.1 A Partner may be excluded from this Agreement on notice from the other Partners (acting in consensus) in the event of:
- 14.1.1 the termination of their Contract; or
 - 14.1.2 an event of Insolvency affecting them.
- 14.2 A Partner may withdraw from this Agreement by giving not less than 3 months' written notice to each of the other Partners' representatives on the Place Partnership Board.
- 14.3 A Partner may be excluded from this Agreement on written notice from all of the remaining Partners in the event of a material or persistent breach of the terms of this Agreement by the relevant Partner which has not been rectified within 30 days of notification issued by the remaining Partners (acting in consensus) or which is not reasonably capable of remedy. In such circumstances this Agreement shall be partially terminated in respect of the excluded Partner.
- 14.4 The Place Board may resolve to terminate this Agreement in whole where:
- 14.4.1 a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure; or
 - 14.4.2 where the Partners agree for this Agreement to be replaced by a formal legally binding agreement between them.

14.5 Where a Partner is excluded from this Agreement, or withdraws from it, the Partners recognise that the associated Contract may be terminated and/or varied to reflect how the impacted Services are to be delivered. In addition to any specific obligations under the relevant Contract and to ensure a smooth transfer of Services the Partners agree to work together in good faith to agree the necessary changes so that the Services continue to be provided for the benefit of the Population. The excluded Partner shall procure that all data and other material belonging to any other Partner shall be delivered back to the relevant Partner or deleted or destroyed (as instructed by the relevant Partner) as soon as reasonably practicable.

14.6 For the avoidance of doubt, individuals sitting as members of the Place Board may be removed and/ or may be prevented from participating in meetings in accordance with the relevant Terms of Reference set out in Schedule 2.

15. INTRODUCING NEW PARTNERS

Additional parties may become parties to this Agreement on such terms as the Partners will jointly agree in writing, acting at all times on a Best for Rotherham basis. Any new Partner will be required to agree in writing to the terms of this Agreement (including the legally binding elements) before admission.

16. LIABILITY

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

17. VARIATION

Any amendment to this Agreement will not be binding unless set out in writing and signed by or on behalf of each of the Partners, provided always that the ICB will be able to amend the Terms of Reference for the ICB Place Committee and ICB Business set out in Schedule 2 without the need for approval from the other Partners.

18. CONFIDENTIALITY AND FOIA

18.1 Each Partner shall keep in strict confidence all Confidential Information it receives from another Partner except to the extent that such Confidential Information is required by Law to be disclosed or is already in the public domain or comes into the public domain otherwise than through an unauthorised disclosure by a Partner. Each Partner shall use Confidential Information received from another Partner solely for the purpose of delivering the Services and complying with its obligations under this Agreement and for no other purpose.

18.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Partner or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of

privilege or of any other rights which a Partner may have in respect of such Confidential Information.

- 18.3 The Partners agree to procure, as far as is reasonably practicable, that the terms of this Clause 18 (*Confidentiality and FOIA*) are observed by any of their respective successors, assigns, or transferees of respective businesses or interests or any part thereof as if they had been party to this Agreement.
- 18.4 Nothing in this Clause 18 (*Confidentiality and FOIA*) will affect any of the Partners' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.
- 18.5 The Partners acknowledge that some of them are subject to the requirements of FOIA and will facilitate each other's compliance with their information disclosure requirements, including the submission of requests for information and handling any such requests in a prompt manner and so as to ensure that any Partner which is subject to FOIA is able to comply with their statutory obligations.

19. INTELLECTUAL PROPERTY

- 19.1 In order to develop and deliver the arrangements under this Agreement in accordance with the Principles each Partner grants each of the other Partners a fully paid up, non-exclusive licence to use its existing Intellectual Property insofar as is reasonably required for the sole purpose of the fulfilment of that Partner's obligations under this Agreement.
- 19.2 If any Partner creates any new Intellectual Property through the development and delivery of the arrangements under this Agreement, 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 for the Services and the development and delivery of the arrangements under this Agreement.

20. GENERAL

- 20.1 Any notice or other communication given to a Partner under or in connection with this Agreement shall be in writing, addressed to that Partner at its principal place of business or such other address as that Partner may have specified to the other Partner in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier.
- 20.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 20.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 20.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Partners, constitute any Partner the agent of another Partner, nor authorise any Partner to make or enter into any commitments for or on behalf of any other Partner except as expressly provided in this Agreement.
- 20.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. The expression “counterpart” shall include any executed copy of this Agreement scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each Partner has executed at least one counterpart.
- 20.5 This Agreement, 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 Partners irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 20.6 A person who is not a Partner to this Agreement shall not have any rights under or in connection with it.

This Agreement for a Rotherham Place Partnership has been entered into on the date stated at the beginning of it.

Signed by GAVIN BOYLE

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

.....

CHIEF OFFICER

Signed by DR ANAND BARMADA

for and on behalf of **CONNECT HEALTHCARE
ROTHERHAM CIC**

.....

CHAIR

Signed by KATHRYN SINGH

for and on behalf of **ROTHERHAM DONCASTER AND
SOUTH HUMBER NHS FOUNDATION TRUST**

.....

CHIEF EXECUTIVE

Signed by RICHARD JENKINS

for and on behalf of **THE ROTHERHAM NHS
FOUNDATION TRUST**

.....

CHIEF EXECUTIVE

Signed by SHARON KEMP

for and on behalf of **ROTHERHAM METROPOLITAN
BOROUGH COUNCIL**

.....

CHIEF EXECUTIVE

Signed by SHAFIQ HUSSAIN

for and on behalf of **VOLUNTARY ACTION ROTHERHAM
LIMITED**

.....

CHIEF EXECUTIVE

SCHEDULE 1

Definitions and Interpretation

1 The following words and phrases have the following meanings:

Agreement or Place Agreement	this agreement incorporating the Schedules
Best for Rotherham	best for the achievement of the Place Plan for the Rotherham population on the basis of the Principles
Commencement Date	1 July 2022
Commercially Sensitive Information	Confidential Information which is of a commercially sensitive nature relating to a Partner, its intellectual property rights or its business or which a Partner has indicated would cause that Partner significant commercial disadvantage or material financial loss
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 in accordance with the Health and Care Act 2022
Competition Sensitive Information	Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the Partners and which that Partner properly considers is of such a nature that it cannot be exchanged with the other Partners without a breach or potential breach of Competition Law. Competition Sensitive Information may include, by way of illustration, trade secrets, confidential financial information and confidential commercial information, including without limitation, information relating to the terms of actual or proposed contracts or sub-contract arrangements (including bids received under competitive tendering), future pricing, business strategy and costs data, as may be utilised, produced or recorded by any Partner, the publication of which an organisation in the same business would reasonably be able to expect to protect by virtue of business confidentiality provisions
Confidential Information	the provisions of this Agreement and 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 Agreement, including Commercially Sensitive Information and Competition Sensitive Information
Contract	a contract entered into by one of the ICB or the Council and a Provider for the provision of the Services linked to the agreed Transformation

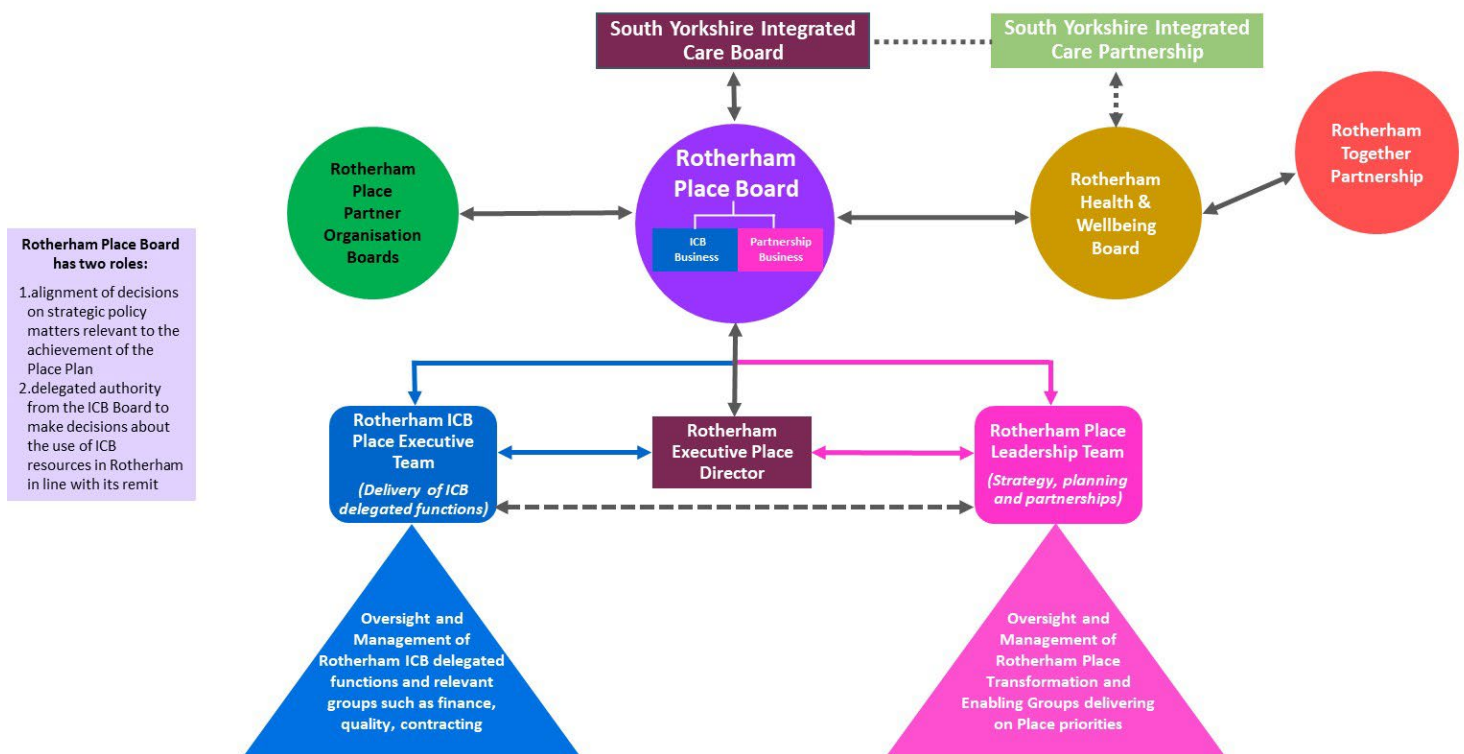
	Workstreams and references to a Contract include all or any one of those contracts as the context requires
Place Delivery Team	the Rotherham Place Delivery Team which oversees the work programmes made up of Partner representatives
Dispute	any dispute arising between two or more of the Partners in connection with this Agreement or their respective rights and obligations under it
Dispute Resolution Procedure	the procedure set out in Schedule 3 for the resolution of disputes which are not capable of resolution under Clause 7 (<i>Problem Resolution and Escalation</i>)
Enablers	the enabling workstreams as set out in the Place Plan
Extended Term	has the meaning set out in Clause 4.2
FOIA	the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such Act
Good Practice	Good Clinical Practice and/or Good Health and/or Social Care Practice (each as defined in the Contracts), as appropriate
Initial Term	the period from and including the Commencement Date up to and including 31 March 2024
Insolvency	(as may be applicable to each Partner) a Partner taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business
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 protect the confidentiality of, Confidential Information 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

Law	<ul style="list-style-type: none"> a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; b) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; c) Guidance (as defined in the NHS Standard Contract); d) National Standards (as defined in the NHS Standard Contract); and e) any applicable code.
Leadership Team	the Rotherham Place Leadership Team as described in clause 10.12
NHS Standard Contract	the NHS Standard Contract for NHS healthcare services as published by NHS England from time to time
Operational Days	a day other than a Saturday, Sunday or bank holiday in England
Place Board	the Rotherham Place Board
Place Partnership Development Plan	the development plan for the Place Partnership to be developed and agreed by the Partners by March 2023
Place Plan	the Rotherham Integrated Health & Social Care Place Plan set out in Schedule 4 of this Agreement
Population	the geographical population group of Rotherham as covered by the ICB and Council
Principles	means the principles set out in Clause 6.2
Reserved Matters	the matters set out in Clause Error! Reference source not found.
Section 75 Agreement	the agreement entered into by the ICB and the Council under section 75 of the National Health Service Act 2006 to commission the services listed in the Schedules to that agreement
Service Users	people within the Rotherham population served by the Commissioners and who are in receipt of the Services
Services	the services provided, or to be provided, by each Provider to Service Users pursuant to its respective Contract as set out in the Place Plan
Transformation Workstreams	the workstreams set out in the Place Plan.

SCHEDULE 2

Governance

- 1.1 This Schedule 2 sets out the governance arrangements for the Place Partnership under this Agreement.
- 1.2 The diagram below summarises the governance structure which the Partners have agreed to operate to provide oversight of the development and implementation of the Place Partnership approach and the arrangements under this Agreement.
- 1.3 This Schedule also contains the terms of reference for the Place Board and the Place Delivery Team.



Rotherham Place Board Terms of Reference (incorporating the Rotherham ICB Place Committee) [TO BE INSERTED]

**Rotherham Place Leadership Team Terms of Reference
[TO BE INSERTED]**

**Rotherham Place Delivery Team Terms of Reference
[TO BE INSERTED]**

SCHEDULE 3

Dispute Resolution Procedure

1 Avoiding and Solving Disputes

- 1.1 The Partners commit to working cooperatively to identify and resolve issues to the Partners' mutual satisfaction so as to avoid all forms of dispute or conflict in performing their obligations under this Agreement. Accordingly the Partners will look to collaborate and resolve differences under Clause 7 (*Problem Resolution and Escalation*) of this Agreement prior to commencing this procedure.
- 1.2 The Partners believe that by focusing on the delivery of the Place Plan and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the ICP.
- 1.3 The Partners shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this Agreement or the operation of the Place Partnership (each a "**Dispute**") when it arises.
- 1.4 In the first instance the Place Delivery Team shall seek to resolve any Dispute to the mutual satisfaction of the Partners. If the Dispute cannot be resolved by the Place Delivery Team within 10 Operational Days of the Dispute being referred to it, the Dispute shall be referred to the Place Board for resolution.
- 1.5 The Place Board shall deal proactively with any Dispute on a Best for Rotherham basis in accordance with this Agreement so as to seek to reach a unanimous decision. If the Place Board reaches a consensus that resolves, or otherwise concludes a Dispute, it will advise the Partners of its decision by written notice.
- 1.6 The Partners agree that the Place Board, on a Best for Rotherham basis, may determine whatever action it believes is necessary including the following:
 - (a) if the Place Board cannot resolve a Dispute within 20 Operational Days of referral, it may by consensus select an independent facilitator to assist with resolving the Dispute; and
 - (b) the independent facilitator shall:
 - (i) be provided with any information he or she requests about the Dispute;
 - (ii) assist the Place Board to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate his or her own procedure and, subject to the terms of this Agreement, the procedure of the Place Board at such discussions;
 - (iv) determine the number of facilitated discussions, provided that there will be not less than three (3) and not more than six (6) facilitated discussions, which must take place within twenty (20) Operational Days of the independent facilitator being appointed; and
 - (v) have its costs and disbursements met by the Partners in Dispute equally.

- 1.7 If the independent facilitator cannot resolve the Dispute within 30 Operational Days of referral of the Dispute by the Place Board, the Dispute must be considered afresh in accordance with this Schedule 3 and only after such further consideration again fails to resolve the Dispute, the Place Board may decide to:
- (i) terminate this Agreement in accordance with Clause 15.4.1; or
 - (ii) agree that the Dispute need not be resolved.

SCHEDULE 4

Rotherham Place Plan



ICP Place Plan Final
March 2020.pdf