



Board of Directors – Public

SUMMARY REPORT

Meeting Date: 22 March 2023

Agenda Item: 12

Report Title:	SOUTH YORKSHIRE MENTAL HEALTH, LEARNING DISABILITIES AND AUTISM PROVIDER COLLABORATIVE (SY MHLDAPC)	
Author(s):	Deborah Lawrenson, Director of Corporate Governance	
Accountable Director:	Deborah Lawrenson, Director of Corporate Governance	
Other Meetings presented to or previously agreed at:	Committee/Group:	Board Development meeting
	Date:	22 February 2023
Key Points recommendations to or previously agreed at:	The draft collaboration agreement and the draft terms of reference were received at the board development meeting in February and feedback provided by the Board and from the other participating trusts, to support finalisation at the MHL D Collaborative Board held on 15 March 2023.	

Summary of key points in report

SOUTH YORKSHIRE MENTAL HEALTH, LEARNING DISABILITIES AND AUTISM PROVIDER COLLABORATIVE (SY MHLDAPC) has been established in compliance with the national requirement (under guidance) for NHS Trusts and Foundation Trusts to be a member of a provider collaborative.

Collaboratives are being established to support closer working system arrangements for the benefit of our local populations. Our collaborative consists of:

- Rotherham, Doncaster and South Humber NHS Foundation Trust
- Sheffield Children’s Hospital NHS Foundation Trust
- Sheffield Health and Social Care NHS Foundation Trust
- South West Yorkshire Partnership NHS Foundation Trust

Attached are a briefing on how this arrangement will work in practice – **appendix 1** provided by the legal advisors Hill Dickinson who have supported the collaborative in developing a Joint Working Agreement (the Agreement) – attached at **appendix 2** and the Terms of Reference attached at **appendix 3**.

These are being presented to the participating boards for approval and have been received and discussed in draft form a number of times with our board with feedback from ourselves and the other participating trusts having been reflected in these final versions. Our sovereignty as individual organisations is not affected by this arrangement.

The Agreement sets out SY MHLDAPC’s vision, intended role, priorities, key work programmes and the rules of working for the collaborative. This is the basis on which the Trusts will establish Trust committees

which will work in common with each other, but which will each take decisions independently on behalf of their own Trust (the legal basis for this is outlined in the document).

This is a flexible framework for aligned decision-making between the Trusts meeting as the SY MHL DAPC Board and incorporates terms of reference for each respective SY MHL DAPC CiC. These are substantially the same form for each Trust, except that the membership of each SY MHL DAPC CiC will reflect the respective Trust's own members.

As the model develops further responsibilities could be brought into the SY MHL DAPC Board through amending the scope of the delegated functions which the Trusts assign to the SY MHL DAPC CiCs (Appendix A to the Terms of Reference). The areas within the scope of the Agreement itself may also be amended through a variation of the Agreement (by resolution) or the agreement of a new annual SY MHL DAPC workplan, so there is significant flexibility for the Trusts to adapt these arrangements over time.

Recommendation for the Board/Committee to consider:

Consider for Action		Approval	X	Assurance	X	Information	
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Please identify which strategic priorities will be impacted by this report:

Covid-19 Recovering Effectively	Yes		No	X
CQC Getting Back to Good Continuous Improvement	Yes		No	X
Transformation – Changing things that will make a difference	Yes	X	No	
Partnerships – working together to make a bigger impact	Yes	X	No	

Is this report relevant to compliance with any key standards ? State specific standard

Care Quality Commission Fundamental Standards	Yes		No	X	
Data Security and Protection Governance Toolkit	Yes		No	X	
Any other specific standard	Yes		No	X	National system change

Have these areas been considered ? YES/NO

If Yes, what are the implications or the impact?
If no, please explain why

Service User and Carer Safety and Experience	Yes	X	No		Improvements in quality and experience for service users around key, defined areas. Governance arrangements Non-legally binding
Financial (revenue & capital)	Yes	X	No		
Organisational Development/Workforce	Yes	X	No		
Equality, Diversity & Inclusion	Yes	X	No		
Legal	Yes	X	No		
Environmental Sustainability	Yes	X	No		

SOUTH YORKSHIRE MENTAL HEALTH, LEARNING DISABILITIES AND AUTISM PROVIDER COLLABORATIVE (SY MHLDAPC)

BRIEFING NOTE - DRAFT JOINT WORKING AGREEMENT (January 2023)

UPDATED FOLLOWING SY MHLDAPC BOARD MEETING ON 23rd January 2023

1 OVERVIEW OF THE AGREEMENT

- 1.1 The Trusts have identified that they wish to collaborate and align more closely so that, as far as possible within the existing legislation and applicable statutory guidance, they work as a “group” with common decision-making structures.
- 1.2 To enact this and in compliance with the national requirement (under guidance) for NHS Trusts and Foundation Trusts to be a member of a provider collaborative, the Trusts are entering into the Joint Working Agreement (the Agreement). This is a collaboration agreement which is non-legally binding (*in terms of being enforceable in court*) but provides a clear framework of obligations between the Trusts which would be enforced through mutual dispute resolution. It documents SY MHLDAPC’s governance and the key priorities moving forward as well as annexing the terms of reference for the committees which will make up SY MHLDAPC.
- 1.3 The Agreement sets out SY MHLDAPC’s vision, intended role, priorities, key work programmes and the rules of working for the collaborative. This is the basis on which the Trusts will establish Trust committees which will work in common with each other, but which will each take decisions independently on behalf of their own Trust (the legal basis for this is set out in more detail in section 2 below).
- 1.4 When the committees (SY MHLDAPC CiCs) meet together at the same place and time (in common) they collectively form the SY MHLDAPC Board. Nottinghamshire Healthcare NHS Foundation Trust are no longer a party to the Agreement but will be invited to attend at the Board where appropriate.
- 1.5 This is a flexible framework for aligned decision-making between the Trusts meeting as the SY MHLDAPC Board and incorporates terms of reference for each respective SY MHLDAPC CiC. These are substantially the same form for each Trust, except that the membership of each SY MHLDAPC CiC will reflect the respective Trust’s own members.
- 1.6 As the model develops further responsibilities could be brought into the SY MHLDAPC Board through amending the scope of the delegated functions which the Trusts assign to the SY MHLDAPC CiCs (Appendix A to the Terms of Reference). The areas within the scope of the Agreement itself may also be amended through a variation of the Agreement (by resolution) or the agreement of a new annual SY MHLDAPC workplan, so there is significant flexibility for the Trusts to adapt these arrangements over time.

2 LEGAL BASIS OF THE COLLABORATIVE

- 2.1 Each Trust will establish a SY MHLDAPC Committee, which will work under the Agreement with aligned terms of reference.
- 2.2 Under this aligned approach, the SY MHLDAPC committees will hold their respective meetings together at the same time and in the same location, with common agenda items where appropriate. When the SY MHLDAPC committees meet in this way, they may be referenced as “the SY MHLDAPC Board”.

- 2.3 However, legally, each SY MHLDAPC Committee remains a separate Trust committee, with functions delegated to it from its own respective Trust in accordance with its individual Terms of Reference and remains responsible and accountable to its own Trust Board.
- 2.4 Each SY MHLDAPC Committee will technically continue to make its own decisions, notwithstanding that it will meet at the same time as the other SY MHLDAPC Committees within the SY MHLDAPC Board.
- 2.5 Each Trust remains a separate and sovereign legal entity. However, in the interests of collaboration and creating a better synergy by working together to improve outcomes, where appropriate, each SY MHLDAPC Committee may individually seek to reach agreement with the other SY MHLDAPC committees in the Board and take decisions in consensus, considering its aims and the Rules of Working set out in the Agreement.

3 KEY FEATURES OF THE AGREEMENT

- 3.1 The Agreement is to be entered into by all the Trust members of the SY MHLDAPC and sets out in broad terms, the following key provisions:
 - 3.1.1 the overarching key functions of SY MHLDAPC as a provider collaborative;
 - 3.1.2 the rules of working agreed between the Trusts;
 - 3.1.3 the process of how the Trusts will work together, which includes a tiered approach to bringing decisions which come within the terms of reference to the SY MHLDAPC Board and the involvement of Nottinghamshire Healthcare;
 - 3.1.4 the development of regional and inter regional relationships (including where necessary or appropriate for specialised commissioning) but where appropriate SY MHLDAPC may seek to develop further relationships across other ICB's and ICS's;
 - 3.1.5 the aims, objectives and governance arrangements of each SY MHLDAPC CiC as set out in the terms of reference for each Trust (which include the areas of responsibility delegated to the committees);
 - 3.1.6 the process for addition and potential involvement of other parties to the Agreement on such terms as the Trusts unanimously agree;
 - 3.1.7 the process for resolving disagreements between the Trusts;
 - 3.1.8 the parameters of information sharing between the Trusts and how conflicts of interest will be dealt with;
 - 3.1.9 the arrangements for regular review and updating of the Agreement; and
 - 3.1.10 the process for the Trusts to terminate the arrangements, or for revoking the delegation of functions to the relevant SY MHLDAPC.
- 3.2 The latest version of the Agreement have resolved the following points (as discussed at the SY MHLDAPC Board meeting on the 23rd January 2023) and these are changed in the latest versions of the agreements. They are as follows:
 - 3.2.1 Nottingham Healthcare is not a signatory to the arrangements but is able to invited to meetings subject to compliance with the same confidentiality and information sharing provisions as the member Trusts;
 - 3.2.2 The wording reflecting the interaction with specialised commissioning has been revised to make it clear that the SY MHLDAPC will look to liaise with only where

considered necessary and appropriate. This is now reflected in the Joint Working Agreement and the Terms of Reference in consistent terms;

- 3.2.3 The Meeting Lead role for when the SY MHLDAPC committees meet in common will be reviewed in April 2024 and annually thereafter. The Meeting Lead may be a Chair or Chief Executive member of the group as determined; and
- 3.2.4 The meetings of the SY MHLDAPC will alternate between being held in public and private though where appropriate matters in the public board could be discussed in a private part of the meeting;
- 3.2.5 The aim of the administrative support will be to circulate the agenda and papers for meetings not less than five working days in advance of CiC meetings;
- 3.2.6 The quorum for the Trusts committee will normally be two members save where one member is conflicted and unable to participate on a matter, in which case the quorum may either be revised to one member or if a deputy has been appointed to participate for the conflicted member the quorum will remain at two members; and
- 3.2.7 Appendix A in the Terms of Reference – the scope of delegation to the Trust committees will need to be reviewed to ensure that this is suitable for the matters which you wish to transact through the SY MHLDAPC and can be varied by the Trusts if necessary.

4 **PROPOSED NEXT STEPS**

The proposal is to review these documents prior to producing a final version for agreement at the SY MHLDAPC meeting in March and subsequent execution by the member boards together with supporting Terms of Reference for the committees to be signed off on by the Trusts and implemented.

5 **FURTHER INFORMATION**

If you have any queries regarding this note or the draft Agreement, please contact Rob McGough (robert.mcgough@hilldickinson.com).

Hill Dickinson LLP

5 January 2023 (Updated following 23 January meeting)

Dated 2022

**SOUTH YORKSHIRE MENTAL HEALTH,
LEARNING DISABILITY AND AUTISM
PROVIDER COLLABORATIVE (SY MHLDA)
JOINT WORKING AGREEMENT**

Between

- (1) **ROTHERHAM, DONCASTER AND
SOUTH HUMBER NHS FOUNDATION
TRUST**
- (2) **SHEFFIELD CHILDREN'S HOSPITAL
NHS FOUNDATION TRUST**
- (3) **SHEFFIELD HEALTH AND SOCIAL
CARE NHS FOUNDATION TRUST AND**
- (4) **SOUTH WEST YORKSHIRE
PARTNERSHIP NHS FOUNDATION
TRUST**

NHS
Rotherham Doncaster
and South Humber
NHS Foundation Trust

NHS
Sheffield Children's
NHS Foundation Trust

NHS
Sheffield Health and
Social Care
NHS Foundation Trust

NHS
South West
Yorkshire Partnership
NHS Foundation Trust

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1 Introduction

1.1 In this Agreement, the following words bear the following meanings:

Agreement	this agreement signed by each of the Trusts in relation to their joint working and the operation of the SY MHLDA CiCs;
Confidential Information	all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement;
Competition Sensitive Information	means Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the Trusts and which that Trust properly considers is of such a nature that it cannot be exchanged with the other Trusts without a breach or potential breach of competition law;
Dispute	any dispute arising between two or more of the Trusts in connection with this Agreement or their respective rights and obligations under it;
Meeting Lead	the SY MHLDA CiC Member nominated (from time to time) in accordance with paragraph 7.5 of the Terms of Reference, to preside over and run the SY MHLDA CiC meetings when they meet in common. The Meeting Lead may be either a chair or chief executive from any of the Trusts;
Member	a person nominated as a member of an SY MHLDA CiC in accordance with their Trust's Terms of Reference and "Members" shall be interpreted accordingly;
SY MHLDA CiCs	the committees established by each of the Trusts to work alongside the committees established by the other Trusts and "SY MHLDA CiC" shall be interpreted accordingly.
SY MHLDA Provider Collaborative Board	the SY MHLDA CiC's meeting in common.
Terms of Reference	the terms of reference adopted by each Trust (in substantially the same form) more particularly set out in the <u>Appendices to this Agreement</u> ;
Trusts	the Rotherham, Doncaster and South Humber NHS Foundation Trust, Sheffield Children's Hospital NHS Foundation Trust, Sheffield Health and Social Care NHS Foundation Trust and South West Yorkshire Partnership NHS

	Foundation Trust and “Trust” shall be interpreted accordingly.
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- 1.2 Each Trust is putting in place a governance structure which will enable it to work together with the other Trusts to implement change and develop SY MHLDA as a provider collaborative.
- 1.3 Each Trust has agreed to establish a committee which shall work in common with the other SY MHLDA CiCs, but which will each take its decisions independently on behalf of its own Trust.
- 1.4 Each Trust has decided to adopt terms of reference in substantially the same form to the other Trusts, except that the membership of each SY MHLDA CiC will be different.
- 1.5 The SY MHLDA Trusts agree that, notwithstanding the good faith consideration that each Trust has afforded the terms set out in this Agreement, this Agreement shall not be legally binding. The SY MHLDA Trusts enter into this Agreement with the approval of their boards and intending to honour all their obligations to each other.
- 1.6 The SY MHLDA Trusts agree that this Agreement constitutes the entire agreement between them, and supersedes previous drafts, agreements, arrangements, and understandings between them over the subject matter of this Agreement.

2 Background

Vision

- 2.1 The proposed vision statement articulates the ambitions of the SY MHLDA Provider Collaborative:

“A partnership driven by the commitment to improve the health and care outcomes and experience of care for the population and service users, families and carers of mental health, learning disability and autism services in South Yorkshire and Bassetlaw.”

Role

- 2.2 The role of the SY MHLDA is to:
 - 2.2.1 Be the vehicle for planning and leading the local delivery of national strategy relating to the establishment and delegated responsibilities of specialised Provider Collaboratives including where the Trusts consider it necessary or appropriate to;
 - co-ordinate and monitor the activities of the SY MHLDA alongside the provider collaboratives delegated to lead providers in SYB by NHS England and Improvement (currently CAHMS Tier 4, Adult Eating Disorders and Low-Medium secure services) – it is intended that the Specialised Commissioning Provider Collaborative will continue to operate under a lead/host model; and
 - consider, develop and approve proposals for further expansion of Specialised Provider Collaboratives.
 - 2.2.2 Provide the overarching governance, delegated from individual lead Trusts, to ensure the appropriate delivery and performance of the provider collaboratives;
 - 2.2.3 Work with the ICB executive team to agree priorities and take on delegated responsibilities as the Provider Collaborative and ICB evolved and matures;

- 2.2.4 Be the vehicle for planning and leading the local delivery of collaborative priorities agreed by the partners and those undertaken on behalf of the SY ICB;
 - 2.2.5 Provide a mechanism for joint action and joint decision-making for issues that are best tackled at scale;
 - 2.2.6 Oversee prioritisation, deployment and assurance of resources specifically allocated to the SY MHLDA;
 - 2.2.7 Act as a forum where difficult issues can be collectively worked through and resolved to ensure the achievement of better health and care outcomes for the population of SY;
 - 2.2.8 Provide oversight and challenge of SY MHLDA level project groups and the constituent workstreams. 'The Provider Collaborative Board will provide system-wide assurance of its delivery ambitions;
 - 2.2.9 Ensure that a wide range of stakeholders, including clinicians and service users are engaged in service development plans;
 - 2.2.10 Manage interdependencies with the projects and programmes within the existing SY plans and the wider health economy;
 - 2.2.11 Manage and escalate risks where appropriate for SY MHLDA programme to the SY ICB;
 - 2.2.12 Develop and embed the financial framework and oversight for the resources available to SY MHLDA and shared between the Trusts;
 - 2.2.13 Develop, embed and oversee a mutual accountability framework which provides a consistent approach for assurance and accountability; and
 - 2.2.14 Review and update the SY MHLDA as it matures and evolves in line with national policy and frameworks.
- 2.3 SY MHLDA's stated priorities are to strengthen each of the Trusts by sharing collective expertise and knowledge to:
- 2.3.1 Collaborate with members to deliver sustainable services and improved care for service users, carers and families;
 - 2.3.2 Ensure that all member Trusts are driven to make decisions which lead to tangible benefit for the service users, families and carers;
 - 2.3.3 Secure investment to deliver improved and innovative services for the population of SY;
 - 2.3.4 Take a population health management approach to target and improve outcomes;
 - 2.3.5 Deploy resources and make decisions to reduce health inequalities, and unwarranted variation;
 - 2.3.6 Commit to promoting inclusivity and creating services which improve access and quality of care to all members of our community;
 - 2.3.7 Build a sustainable workforce by advancing opportunities to share and strengthen capabilities and capacity;

- 2.3.8 Apply a data and insight driven approach to decision making and to identify high value and need based opportunities and priorities;
 - 2.3.9 Provide a strong, unified and representative voice to champion and advance health and care outcomes for MHLDA and all ages within the local and system (ICS); and
 - 2.3.10 Develop a clinical strategy to collectively improve the experience of care and tangible impact of MHLDA services in SY.
- 2.4 The Trusts have identified that a preferred model for their closer collaboration and joint working is to establish a governance structure that, so far as possible within the legislation, enables “group” and common decision making structures; the SY MHLDA CiCs acting through the SY MHLDA Provider Collaborative Board.
- 2.5 More specifically the SY MHLDA CiCs and the SY MHLDA Provider Collaborative Board will facilitate the Trusts’ work in the following key work programmes at this initial stage of SY MHLDA development:
- 2.5.1 Responding to and coordinating SY MHLDA action in response to any national, regional or ICB initiated priorities; and
 - 2.5.2 The SY MHLDA Trusts are part of the ICS. Regional and inter regional relationships should first and foremost be guided by the ICB. To support this SY MHLDA will provide both intelligence to the ICB and respond to ICB calls for action.

Where necessary and appropriate SY MHLDA may seek to develop relationships with peers or for trusts, across other provider collaboratives, ICS’s and ICB’s (including for example, related to the mental health, learning disability and autism specialised commissioning provider collaborative which the SY MHLDA will liaise with to ensure that matters which are appropriate to be dealt with by the SY MHLDA Provider Collaborative under this Agreement are identified and that this informs the work in specialised commissioning). This will be notified and communicated between the SY MHLDA Trusts in accordance with the principle outlined in clause 4.6.

The areas within scope of this Agreement may be amended through variation, by Trust Board resolutions or agreement of the annual SY MHLDA workplan.

- 2.6 The Trusts will remain as separate legal entities with their own accountabilities and responsibilities. The priorities for SY MHLDA will be complementary to (and do not revise or replace) the existing statutory duties of the Trusts (such as the delivery of NHS Constitutional Standards or equivalent). For avoidance of doubt there is no intention that the governance structure outlined in this Agreement will lead to a statutory merger or acquisition under section 56 or section 56A of the National Health Service Act 2006 (as amended).

3 Rules of working

- 3.1 The Trusts have agreed to adopt this Agreement and agree to operate the SY MHLDA CiCs as the **SY MHLDA Provider Collaborative Board** in line with the terms of this Agreement, including the following rules (the “**Rules of Working**”):
- 3.1.1 Working together in good faith;
 - 3.1.2 Putting patients interests first;
 - 3.1.3 Having regard to staff and considering workforce in all that we do;
 - 3.1.4 Consider the wider system impact and perspective and discuss proposals before any unilateral Trust action which may impact other Trusts;

- 3.1.5 Airing challenges to collective approach / direction within SY MHLDA openly and proactively seeking solutions;
- 3.1.6 Support each other to deliver shared and system objectives;
- 3.1.7 Empower and expect our professional (executive) groups to think from a system perspective and to develop proposals with this in mind;
- 3.1.8 Recognising and respecting the collective view and keeping to any agreements made between the SY MHLDA CiC's;
- 3.1.9 Maintain SY MHLDA collective agreed position on shared decisions in all relevant communications;
- 3.1.10 Be accountable. Take on, manage and account to each other for performance of our respective roles and responsibilities; and
- 3.1.11 Appropriately engage with the ICB and with other partners on any material service change.

4 Process of working together

- 4.1 The SY MHLDA CiCs shall meet together as the SY MHLDA Provider Collaborative Board in accordance with and discuss the matters delegated to them in accordance with their Terms of References (attached here as Appendices).
- 4.2 The SY MHLDA CiCs shall work collaboratively with each other as the SY MHLDA Provider Collaborative Board in relation to the committees in common model.
- 4.3 Each SY MHLDA CiC is a separate committee, with functions delegated to it from its respective Trust in accordance with its Terms of Reference and is responsible and accountable to its Trust. Acknowledging this and without fettering the decision-making power of any SY MHLDA CiC or its duty to act in the best interests of its Trust, each SY MHLDA CiC shall seek to reach agreement with the other SY MHLDA CiCs in the SY MHLDA Provider Collaborative Board and take decisions in consensus, in light of its aims and Rules of Working set out in clauses 2 and 3 above. The Nottinghamshire Healthcare NHS Foundation Trust will be invited to attend the SY MHLDA Board meetings as a guest member organisation rather than as a committee and will not be required to (i) attend meetings or form part of the quorum or (ii) take part in core decisions for SY MHLDA unless the matters under discussion require their involvement or have a material impact upon them. The Nottinghamshire Healthcare NHS Foundation Trust will be required to confirm in advance that it will comply with the requirements on the Trusts as set out clause 8 (Information Sharing and Competition Law) and in particular by
 - 4.3.1 entering into any data sharing arrangements and obligations which may be required by the Trusts under clauses 8.1 to 8.3; and
 - 4.3.2 maintaining the confidentiality of any Confidential Information provided to it and any data at or in relation to any meetings of the SY MHLDA which it is invited to attend.
- 4.4 When the SY MHLDA CiCs meet in common, as the SY MHLDA Provider Collaborative Board, the Meeting Lead shall preside over and run the meeting. The intention is that the current lead arrangements for the Meeting Lead will continue until 1 April 2024 and thereafter be reviewed by the SY MHLDA Provider Collaborative Board on an annual basis.
- 4.5 The Trusts agree that they will adopt a tiered approach to bringing decisions which come within the Terms of Reference to the SY MHLDA Provider Collaborative Board which will reflect the principle of subsidiarity (that issues should be dealt with at the most immediate level that is consistent with their resolution) in the following approach:

Scale of involvement/impact	Approach to decision
Matter under discussion has no involvement or impact on other SY MHLDA Trusts (e.g. local issue related to place)	Matter for the Trust involved and notified to the SY MHLDA Provider Collaborative Board if appropriate.
Matter only involves or impacts a smaller group of SY MHLDA Trusts and not all (e.g. issue not impacting Bassetlaw)	<p>The SY MHLDA CiC's for the Trusts involved shall consider the required decision if it is within their delegation as set out in the Terms of Reference.</p> <p>Notify the SY MHLDA Provider Collaborative Board.</p>
Matter involves or impacts all SY MHLDA Trusts and comes within the delegation under the SY MHLDA CiCs (e.g. collaborative approach to non-clinical services or workforce)	Matter to be dealt with through the SY MHLDA CiCs at the SY MHLDA Provider Collaborative Board in accordance with this Agreement and the Terms of Reference.

4.6 Each SY MHLDA Trust will report back to its own Board and the SY MHLDA Provider Collaborative Board will be responsible for transparent information sharing in the form of common briefings and updates to each of the SY MHLDA Trust Board meetings.

4.7 The SY MHLDA CiC meetings will be held alternately in public and in private with the intention that the SY MHLDA CiC public meetings may also have a private section of the meeting where the SY MHLDA Provider Collaborative Board resolves to exclude the public from certain discussions and decisions on the grounds that it is believed to not be in the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated 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. Papers and minutes of any SY MHLDA meetings (or elements of meetings) held in public will be published.

5 Future Involvement and Addition of Parties

5.1 Subject to complying with all applicable law, and the Trusts' unanimous agreement, third parties may become parties to this Agreement on such terms as the Trusts shall unanimously agree.

5.2 Any Trust may propose to the other Trusts that a third party be added as a Party to this Agreement.

6 Exit Plan

6.1 Within three (3) months of the date of this Agreement the Trusts shall develop and agree an exit plan which shall deal with, for example, the impact on resourcing or financial consequences of:

6.1.1 termination of this Agreement;

6.1.2 a Trust exercising its rights under clause 7.1 below; or

6.1.3 the Meeting Lead and the SY MHLDA Provider Collaborative Board varying the Agreement under clause 10.6.2.

- 6.2 Once agreed by all of the Trusts, the exit plan shall be inserted into this Agreement as an Appendix and the Trusts shall review and, as appropriate, update the exit plan on each anniversary of the date of this Agreement.

7 Termination

- 7.1 If any Trust wishes to revoke the delegation of functions to the relevant SY MHLDA CiC committee and exit this Agreement ("**Exiting Trust**"), then the Exiting Trust shall, prior to such revocation and exit:

7.1.1 send a written notice from the Chair of the Exiting Trust to the other Trusts' Chairs and the SY MHLDA Provider Collaborative Board of their intention to do so; and

7.1.2 if required by any of the other Trusts (by sending a written notice within ten (10) business days of receipt of such notice) meet with the other Trusts' Chairs within ten (10) business days of the notice given under clause 7.1.1 to discuss the consequences of such revocation and exit.

- 7.2 If:

7.2.1 no other Trust sends a notice to the Exiting Trust within the time limit referred to in clause 7.1.2; or

7.2.2 following the meeting held under clause 7.1.2 the Exiting Trust still intends to exit the Agreement,

then the Exiting Trust may (subject to the terms of the exit plan) exit this Agreement.

- 7.3 If following the steps and meeting (if any) pursuant to clause 7.1.2 above the Exiting Trust revokes its delegation to its SY MHLDA CiC and exits this Agreement then the remaining Trusts shall meet and consider whether to:

7.3.1 Revoke their delegations and terminate this Agreement; or

7.3.2 Amend and replace this Agreement with a revised Agreement to be executed by the remaining Trusts and to make such revisions as may be appropriate in the circumstance.

8 Information Sharing and Competition Law

- 8.1 For the purposes of any applicable data protection legislation each Trust shall be the data controller of any Personal Data (as defined in the UK General Data Protection Regulation (UK GDPR)) that it processes in connection with the conduct or performance of the principles of this Agreement.

- 8.2 Where appropriate the SY MHLDA Trusts agree to use all reasonable efforts to assist each other to comply with their respective responsibilities under any applicable data protection legislation. For the avoidance of doubt, this may include providing other Trusts with reasonable assistance in complying with subject access requests and consulting with other Trusts, as appropriate, prior to the disclosure of any Personal Data (as defined in the UK GDPR) created in connection with the conduct or performance of this Agreement in relation to such requests.

- 8.3 All Trusts will adhere to all applicable statutory requirements regarding data protection and confidentiality. The SY MHLDA Trusts agree to co-operate with one another with respective statutory obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

- 8.4 Subject to compliance with all applicable law (including without limitation competition law and obligations of confidentiality (contractual or otherwise)) the Trusts agree to share all information

relevant to the operation of this Agreement in an honest, open and timely manner. The Trusts, shall not, (save as permitted by this Clause 8) either during or after the period of this Agreement divulge or permit to divulge to any person (including the other Trusts) any information acquired from other Trusts in connection with this Agreement which concerns:

- 8.4.1 any matter of commercial interest contained or referred to in this Agreement;
- 8.4.2 Trusts' manner of operations, staff or procedures;
- 8.4.3 the identity or address or medical condition or treatment of services received by any client or patient of any of the Trusts;

unless previously authorised by the Trusts concerned in writing, provided that these obligations will not extend to any information which is or shall become public information otherwise than by reason of a breach by a Trust of the provisions of this Agreement.

SY MHLDA is committed to clear, consistent and transparent communication across the SY MHLDA Trusts and with system partners' where appropriate. It is specifically recognised that SY MHLDA Trusts are part of the ICS and members of Place Based Partnerships and will be working with their local partners and other collaboratives. Communication to and from Place Based Partnerships will be key for SY MHLDA and the SY MHLDA Trusts may be asked to represent both their own organisations and SY MHLDA in such local place-based discussions.

- 8.5 For the avoidance of doubt, nothing in this Agreement shall be construed as preventing any rights or obligations that the Trusts may have under the Public Interest Disclosure Act (1998) and / or any obligations to raise concerns about any malpractice with regulatory or other appropriate statutory bodies pursuant to professional and ethical obligations including those obligations set out in the guidance issued by regulatory or other appropriate statutory bodies from time to time.
- 8.6 The Trusts acknowledge and agree that each may be required to disclose Confidential Information to others. For the purpose of this Agreement "Confidential Information" means all information provided in connection with this Agreement 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-know or trade secrets, in all cases whether disclosed orally or in writing before or after the date of this Agreement.
- 8.7 The Trusts undertake for themselves and their respective Boards and employees that:
 - 8.7.1 the disclosing Trust shall confirm whether information is to be regarded as confidential prior to its disclosure by clearly marking all such documents with 'Confidential';
 - 8.7.2 they will use no lesser security measures and degree of care in relation to any Confidential Information received from the other Trusts than they apply to their own Confidential Information;
 - 8.7.3 they will not disclose any Confidential Information of the other Trusts to any third party without the prior written consent of the disclosing Trust; and
 - 8.7.4 on the termination of this Agreement, they will return any documents or other material in their possession that contains Confidential Information of the other Trusts.
- 8.8 The Trusts agree to provide in a timely manner and without restriction all information requested and required by the relevant designated SY MHLDA Programme Support team (either internal team or external contractor where agreed) to carry out work including but not limited to relevant detailed financial, activity, workforce and estates related information pertaining to SY MHLDA activities.

- 8.9 The Trusts will ensure they share information, and in particular Competition Sensitive Information, in such a way that is compliant with competition law to the extent applicable.
- 8.10 The Trusts will seek to agree a protocol to manage the sharing of information to facilitate the operation of SY MHLDA across the Trusts as envisaged under this Agreement in accordance with competition law requirements, within three (3) months of the date of this Agreement. Once agreed by the Trusts (and their relevant information officers) , this protocol shall be inserted into this Agreement as an Appendix and the Trusts shall review and, as appropriate, update the exit plan on each anniversary of the date of this Agreement.

9 Conflicts of Interest

- 9.1 Members of each of the SY MHLDA CiCs shall make arrangements to manage any actual and potential conflicts of interest to ensure that decisions made by the SY MHLDA Provider Collaborative Board will be taken and seen to be taken without being unduly influenced by external or private interest and do not, (and do not risk appearing to) affect the integrity of SY MHLDA's decision-making processes.
- 9.2 The SY MHLDA Provider Collaborative Board will agree policies and procedures for the identification and management of conflicts of interest which will be published on the SY MHLDA website. It is proposed that such policies will either be SY MHLDA developed or SY MHLDA will support the adoption and application of the policy of the SY MHLDA Chair and/or Meeting Lead.
- 9.3 All SY MHLDA Provider Collaborative Board, committee and sub-committee members, and employees acting on behalf of SY MHLDA, will comply with the SY MHLDA policy on conflicts of interest in line with their terms of office and/ or employment. This will include but not be limited to declaring all interests on a register that will be maintained by SY MHLDA. Reuse / resubmission of host employer or home trust data, where applicable, will be supported
- 9.4 All delegation arrangements made by the Trusts will include a requirement for transparent identification and management of interests and any potential conflicts in accordance with suitable policies and procedures agreed by the SY MHLDA Provider Collaborative Board.
- 9.5 Where an individual, including any individual directly involved with the business or decision-making of the SY MHLDA Provider Collaborative Board and not otherwise covered by one of the categories above, has an interest, or becomes aware of an interest which could lead to a conflict of interests in the event of the SY MHLDA Provider Collaborative Board considering an action or decision in relation to that interest, that must be considered as a potential conflict, and is subject to the provisions of this Agreement and any agreed SY MHLDA Conflicts of interest Policy and Standards of Business Conduct Policy.

10 Dispute Resolution

- 10.1 The Trusts agree to adopt a systematic approach to problem resolution which recognises the Rules of Working set out in clause 3 above.
- 10.2 If a problem, issue, concern, or complaint comes to the attention of a Trust in relation to any matter in this Agreement, that Trust shall notify the other Trusts in writing and the Trusts each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion.
- 10.3 If any Trust considers an issue identified in accordance with clause 10.2 to amount to a Dispute requiring resolution and such issue has not been resolved under clause 10.2 within a reasonable period of time, the matter shall be escalated to the Meeting Lead who shall decide in conjunction with the SY MHLDA CiCs at the SY MHLDA Provider Collaborative Board the appropriate course of action to take.
- 10.4 If the Meeting Lead and the SY MHLDA Provider Collaborative Board reach a decision that resolves, or otherwise concludes a Dispute, the Meeting Lead will advise the Trusts of the

decision by written notice. Any decision of the Meeting Lead and the SY MHLDA Provider Collaborative Board will be final and binding on the Trusts once it has been ratified by the Trusts' Boards (if applicable).

10.5 If the matter referred to in clause 10.3 above cannot be resolved by the Meeting Lead and the SY MHLDA Provider Collaborative Board, within fifteen (15) Working Days, the Trusts agree that the Meeting Lead and the SY MHLDA Provider Collaborative Board, may determine whatever action they believe necessary to resolve the Dispute which may include:

10.5.1 appointment of a panel of SY MHLDA Provider Collaborative Board members who are not involved in the dispute to consider the issues and propose a resolution to the Dispute;

10.5.2 mediation arranged by SY ICB for consideration and to propose a resolution to the Dispute; or

10.5.3 if considered appropriate selecting an independent facilitator and utilising the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the SY MHLDA Trusts, the facilitator will be nominated by CEDR to assist with resolving the Dispute;

and who shall:

- be provided with any information they request about the Dispute;
- assist the Meeting Lead and SY MHLDA Provider Collaborative Board to work towards a consensus decision in respect of the Dispute;
- regulate their procedure and, subject to the terms of this Agreement, the procedure of the Meeting Lead and SY MHLDA Provider Collaborative Board at such discussions;
- determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Working Days of their appointment; and
- where appropriate have their costs and disbursements met by the Trusts in dispute equally.

10.6 If the independent facilitator proposed under clause 10.5 cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this clause 10 and only if after such further consideration the Trusts again fail to resolve the Dispute, the Meeting Lead and SY MHLDA Provider Collaborative Board may decide to recommend their Trust's Board of Directors to:

10.6.1 terminate the Agreement;

10.6.2 vary the Agreement (which may include re-drawing the member Trusts); or

10.6.3 agree that the Dispute need not be resolved.

11 Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Trusts (or their authorised representatives).

12 Counterparts

- 12.1 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.
- 12.2 The expression "counterpart" shall include any executed copy of this Agreement transmitted by fax or scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment.
- 12.3 No counterpart shall be effective until each Trust has executed at least one counterpart.

13 Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with English law.

This Agreement is executed on the date stated above by

.....
For and on behalf of **Rotherham, Doncaster and South Humber NHS Foundation Trust**

.....
For and on behalf of **Sheffield Children's Hospital NHS Foundation Trust**

.....
For and on behalf of **Sheffield Health and Social Care NHS Foundation Trust**

.....
For and on behalf of **South West Yorkshire Partnership NHS Foundation Trust**

**APPENDIX 1– TERMS OF REFERENCE FOR THE ROTHERHAM, DONCASTER AND SOUTH
HUMBER NHS FOUNDATION TRUST CIC**

[Insert Terms of Reference for the Trust CiC]

**APPENDIX 2 – TERMS OF REFERENCE FOR THE SHEFFIELD CHILDREN’S HOSPITAL NHS
FOUNDATION TRUST CIC**

[Insert Terms of Reference for the Trust CiC]

**APPENDIX 3 – TERMS OF REFERENCE FOR THE SHEFFIELD HEALTH AND SOCIAL CARE
NHS FOUNDATION TRUST CIC**

[Insert Terms of Reference for the Trust CiC]

**APPENDIX 4 – TERMS OF REFERENCE FOR THE SOUTH WEST YORKSHIRE PARTNERSHIP
NHS FOUNDATION TRUST CIC**

[Insert Terms of Reference for the Trust CiC]

APPENDIX 5 - EXIT PLAN

- 1 In the event of termination of this Agreement by all parties, the Trusts agree that:
 - 1.1 each Trust will be responsible for its own costs and expenses incurred because of the termination of the Agreement up to the date of termination UNLESS it is agreed between the Trusts that the costs and expenses are to be borne equally between the Trusts;
 - 1.2 upon reasonable written notice, each Trust will be liable for one quarter of any professional advisers' fees incurred by and on behalf of SY MHLDA in relation to the termination of this Agreement (if any) up to and including the date of termination of this Agreement;
 - 1.3 each Trust will revoke its delegation to its SY MHLDA Committee in Common (CiC) on termination of this Agreement;
 - 1.4 termination of this Agreement shall not affect any rights, obligations or liabilities that the Trusts have accrued under this Agreement prior to the termination of this Agreement; and
 - 1.5 there are no joint assets and resources but should these be identified in the future, Trusts will need to confirm agreement at termination of this Agreement how any joint assets or resources will need to be dealt with on termination of the Agreement.
- 2 In the event of an Exiting Trust leaving this Agreement in accordance with clause 7, the Trusts agree that:
 - 2.1 a minimum of six months' notice will be given by the Exiting Trust and they shall pay to the other Trusts all reasonable costs and expenses incurred by the other Trusts as a consequence of the Exiting Trust's exit from SY MHLDA and this Agreement up to and including the Exiting Trust's date of exit from this Agreement. Notwithstanding this, the Exiting Trust's total aggregate liability, in respect of such reasonable costs and the expenses, shall be capped at the value of their annual contribution of resources that are agreed to remain for the financial year or term of any agreement being overseen by the SY MHLDA CiC;
 - 2.2 upon reasonable written notice from the other Trusts, the Exiting Trust shall be liable to pay one quarter of any professional advisers' fees incurred by and on behalf of SY MHLDA as a consequence of the Exiting Trust's exit from the collaborative and this Agreement up to and including the date of exit of the Exiting Trust from this Agreement;
 - 2.3 the Exiting Trusts will revoke its delegation to its SY MHLDA CiC on its exit from this Agreement;
 - 2.4 the remaining Trusts shall use reasonable endeavours to procure that the Agreement is amended or replaced as appropriate in accordance with clause 7.3.2;
 - 2.5 subject to any variation to or replacement of this Agreement in accordance with paragraph 2.4 above, and clause 7.3.2, this Agreement shall remain in full force and effect following the exit of the Exiting Trust from this Agreement

APPENDIX 6 - INFORMATION SHARING PROTOCOL

[to be inserted once agreed]

V 2-6 February 2023

**SOUTH YORKSHIRE MENTAL HEALTH,
LEARNING DISABILITY AND AUTISM PROVIDER COLLABORATIVE (SY
MHLDAPC)**

**TERMS OF REFERENCE FOR A
COMMITTEE OF THE BOARD TO MEET
IN COMMON WITH COMMITTEES OF
OTHER SY MHLDAPC TRUSTS**



TERMS OF REFERENCE

1 Introduction

1.1 In these terms of reference, the following words bear the following meanings:

XXX NHS Foundation Trust	XXX NHS Foundation Trust of XXX;
XXX NHS Foundation Trust MHLDAPC CiC	the committee established by XXX NHS Foundation Trust, pursuant to these Terms of Reference, to work alongside the other SY MHLDAPC CiCs in accordance with these Terms of Reference;
Meeting Lead	the CiC Member nominated (from time to time) in accordance with paragraph 7.5 of these Terms of Reference, to preside over and run the SY MHLDAPC CiC meetings when they meet in common;
Member	a person nominated as a member of an SY MHLDAPC CiC in accordance with their Trust's Terms of Reference, and Members shall be interpreted accordingly;
NHS South Yorkshire Integrated Care System or "SY ICS"	the Integrated Care System (ICS) for South Yorkshire bringing together NHS organisations, councils, and wider partners in a defined geographical area to deliver more joined up care for the population.
South Yorkshire Mental Health, Learning Disability and Autism Provider Collaborative or SY MHLDAPC	the partnership formed by the Trusts to work together to improve quality, safety and the patient experience; deliver safe and sustainable new models of care; and make collective efficiencies. This mainly operates within the NHS South Yorkshire Integrated Care System.
SY ICS MHLDA Programme Director	Sarah Boul or any subsequent person holding such title in relation to the South Yorkshire Integrated Care System;
SY MHLDAPC Provider Collaborative Board	a meeting of the SY MHLDAPC CiCs held in common under paragraph 9.2 and in accordance with the SY MHLDAPC JWA;
SY MHLDAPC CiCs	the committees established by each of the Trusts to work alongside the committees established by the other Trusts and " SY MHLDAPC CiC " shall be interpreted accordingly;

SY MHLDAPC JWA	the joint working agreement signed by each of the Trusts in relation to their provider collaborative working and the operation of the XXX NHS Foundation Trust MHLDAPC CiC together with the other SY MHLDAPC CiCs;
SY MHLDAPC Managing Director	Marie Purdue or any subsequent person holding such title in relation to SY MHLDAPC;
SY MHLDAPC Programme Steering Group	the Group, to provide programme support and oversight of the delivery of agreed collaborative activities;
SY MHLDAPC Programme Support	Administrative infrastructure supporting SY MHLDAPC;
Trusts	the Rotherham, Doncaster and South Humber NHS Foundation Trust, Sheffield Children’s Hospital NHS Foundation Trust, Sheffield Health and Social Care NHS Foundation Trust and South West Yorkshire Partnership NHS Foundation Trust and “Trust” shall be interpreted accordingly.
Working Day	a day other than a Saturday, Sunday or public holiday in England;

- 1.2 The XXX NHS Foundation Trust is putting in place a governance structure, which will enable it to work together with the other Trusts in SY MHLDAPC to implement change.
- 1.3 Each Trust has agreed to establish a committee which shall work in common with the other SY MHLDAPC CiCs, but which will each take its decisions independently on behalf of its own Trust.
- 1.4 Each Trust has decided to adopt terms of reference in substantially the same form to the other Trusts, except that the membership of each SY MHLDAPC CiC will be different.
- 1.5 Each Trust has entered into the SY MHLDAPC JWA on **[DATE]** and agrees to operate its SY MHLDAPC CiC in accordance with the SY MHLDAPC JWA (Nottinghamshire Healthcare NHS Foundation Trust will co-operate with the other Trusts on the basis set out under clauses 4.3 of the SY MHLDAPC JWA).

2 Aims and Objectives of the XXX NHS Foundation Trust MHLDAPC CiC

- 2.1 The aims and objectives of the XXX NHS Foundation Trust MHLDAPC CiC are to work with the other SY MHLDAPC CiCs on system work or matters of significance as delegated to the XXX NHS Foundation Trust MHLDAPC CiC under Appendix A to these Terms of Reference to:
- 2.1.1 provide strategic leadership, oversight and delivery of new models of care through the development of SY MHLDAPC and its workstreams;
 - 2.1.2 set the strategic goals for SY MHLDAPC, defining its ongoing role and scope ensuring recommendations are provided to Trusts' Boards for any changes which have a material impact on the Trusts;
 - 2.1.3 consider different employment models for service line specialities including contractual outcomes and governance arrangements;
 - 2.1.4 review the key deliverables and hold the Trusts to account for progress against agreed decisions;
 - 2.1.5 ensure all Clinical Networks or other collaborative forums, by working in partnership with the ICB, have clarity of responsibility and accountability and drive progress;
 - 2.1.6 establish monitoring arrangements to identify the impact on services and review associated risks to ensure identification, appropriate management and mitigation;
 - 2.1.7 receive and seek advice from the relevant Professional (reference) Groups, including Clinical, Finance, Human Resources;
 - 2.1.8 receive and seek advice from the NHS South Yorkshire Integrated Care Board;
 - 2.1.9 review and approve any proposals for additional Trusts to join the founding Trusts of SY MHLDAPC;
 - 2.1.10 ensure compliance and due process with regulating authorities regarding service changes;
 - 2.1.11 oversee the creation of joint ventures or new corporate vehicles where appropriate;
 - 2.1.12 review the SY MHLDAPC JWA and Terms of Reference for SY MHLDAPC CiCs on an annual basis;
 - 2.1.13 improve the quality of care, safety and the patient experience delivered by the Trusts;
 - 2.1.14 deliver equality of access to the Trusts service users; and
 - 2.1.15 ensure the Trusts deliver services which are clinically and financially sustainable.

3 Establishment

- 3.1 The XXX NHS Foundation Trust's board of directors has agreed to establish and constitute a committee with these terms of reference, to be known as the XXX NHS Foundation Trust MHLDAPC CiC. These terms of reference set out the membership, remit, responsibilities and reporting arrangements of the XXX NHS Foundation Trust MHLDAPC CiC.
- 3.2 The XXX NHS Foundation Trust MHLDAPC CiC shall work cooperatively with the other SY MHLDAPC CiCs and in accordance with the terms of the SY MHLDAPC JWA.
- 3.3 The XXX NHS Foundation Trust MHLDAPC CiC is a committee of XXX NHS Foundation Trust's board of directors and therefore can only make decisions binding XXX NHS Foundation Trust. None of the Trusts other than XXX NHS Foundation Trust can be bound by a decision taken by XXX NHS Foundation Trust MHLDAPC CiC.
- 3.4 The XXX NHS Foundation Trust MHLDAPC CiC will form part of a governance structure to support collaborative leadership and relationships with system partners and follow good governance in decision making (as set out in the updated Code of Governance for NHS Provider Trusts). The XXX NHS Foundation Trust MHLDAPC CiC will have regard in their decision-making to the triple aim duty of better health and wellbeing for everyone, better quality of health services for all individuals and sustainable use of NHS resources.

4 Functions of the Committee

- 4.1 Paragraph 15(2) and (3) of Schedule 7 of the National Health Service Act 2006 allows for any of the functions of a Foundation Trust to be delegated to a committee of directors of the Foundation Trust. This power is enshrined in [Paragraph 8.8.3] of XXX NHS Foundation Trust's Constitution.
- 4.2 XXX NHS Foundation Trust MHLDAPC CiC shall have the following function: decision making in accordance with Appendix A to these Terms of Reference.

5 Functions reserved to the Board of the Foundation Trust

Any functions not delegated to the XXX NHS Foundation Trust MHLDAPC CiC in paragraph 4 of these Terms of Reference shall be retained by XXX NHS Foundation Trust's Board or Council of Governors, as applicable. For the avoidance of doubt, nothing in this paragraph 5 shall fetter the ability of XXX NHS Foundation Trust to delegate functions to another committee or person.

6 Reporting requirements

- 6.1 On receipt of the papers detailed in paragraph 13.1.2, the XXX NHS Foundation Trust MHLDAPC CiC Members shall consider if it is necessary (and feasible) to forward any of the agenda items or papers to XXX NHS Foundation Trust's Board for inclusion on the private agenda of XXX NHS Foundation Trust's next Board meeting in order that

XXX NHS Foundation Trust's Board may consider any additional delegations necessary in accordance with Appendix A.

- 6.2 The XXX NHS Foundation Trust MHLDACPC CiC shall send the minutes of XXX NHS Foundation Trust MHLDACPC CiC meetings to XXX NHS Foundation Trust's Board, on a monthly basis, for inclusion on the agenda of XXX NHS Foundation Trust's Board meeting.
- 6.3 XXX NHS Foundation Trust MHLDACPC CiC shall provide such reports and communications briefings as requested by XXX NHS Foundation Trust's Board for inclusion on the agenda of XXX NHS Foundation Trust's Board meeting.

7 Membership

7.1 The XXX NHS Foundation Trust MHLDACPC CiC shall be constituted of directors of XXX NHS Foundation Trust. Namely:

7.1.1 The XXX NHS Foundation Trust's Chief Executive; and

7.1.2 The XXX NHS Foundation Trust's Chair

who shall each be referred to as a "Member".

7.2 Each XXX NHS Foundation Trust MHLDACPC CiC Member shall nominate a deputy to attend XXX NHS Foundation Trust MHLDACPC CiC meetings on their behalf when necessary ("**Nominated Deputy**").

7.3 The Nominated Deputy for XXX NHS Foundation Trust's Chief Executive shall be an Executive Director of XXX NHS Foundation Trust and the Nominated Deputy for XXX NHS Foundation Trust's Chair shall be a Non-Executive Director of XXX NHS Foundation Trust.

7.4 In the absence of the XXX NHS Foundation Trust MHLDACPC CiC Chief Executive Member and/or the Chair Member, his or her Nominated Deputy shall be entitled to:

7.4.1 attend XXX NHS Foundation Trust MHLDACPC CiC's meetings;

7.4.2 be counted towards the quorum of a meeting of XXX NHS Foundation Trust MHLDACPC CiC's; and

7.4.3 exercise Member voting rights,

and when a Nominated Deputy is attending a XXX NHS Foundation Trust MHLDACPC CiC meeting, for the purposes of these Terms of Reference, the Nominated Deputy shall be included in the references to "Members".

7.5 When the SY MHLDACPC CiCs meet in common, one person nominated from the Members of the SY MHLDACPC CiCs shall be designated the Meeting Lead and preside over and run the meetings on a rotational basis for an agreed period.

8 Non-voting attendees

- 8.1 The Members of the other SY MHLDAPC CiCs shall have the right to attend the meetings of XXX NHS Foundation Trust MHLDAPC CiC. The Nottinghamshire Healthcare NHS Foundation Trust will be invited to attend the meetings as a guest organisation rather than as a committee on the basis set out under *clause 4.3 of the SY MHLDAPC JWA (which will include a requirement for it to agree to comply with the information sharing and confidentiality obligations set out under clause 8 of the SY MHLDAPC JWA)*.
- 8.2 The Meeting Lead's Trust Corporate Secretary shall have the right to attend the meetings of XXX NHS Foundation Trust MHLDAPC CiC to support the provision of governance advice and ensure that the working arrangements comply with the accountability and reporting arrangements of the SY MHLDAPC CiCs.
- 8.3 The SY MHLDAPC Managing Director shall have the right to attend the meetings of XXX NHS Foundation Trust MHLDAPC CiC. The SY ICS MHLDA Programme Director may be invited to attend the meetings of the XXX NHS Foundation Trust MHLDAPC CiC where appropriate.
- 8.4 Without prejudice to paragraphs 8.1 to 8.3 **Error! Reference source not found.** inclusive, the Meeting Lead may at his or her discretion invite and permit other persons relevant to any agenda item to attend any of the SY MHLDAPC CiCs' meetings.
- 8.5 The attendees detailed in paragraphs 8.1 to 8.4 (inclusive) above, may make contributions, through the Meeting Lead, but shall not have any voting rights, nor shall they be counted towards the quorum for the meetings of XXX NHS Foundation Trust MHLDAPC CiC.

9 Meetings

- 9.1 Subject to paragraph 9.3 below, XXX NHS Foundation Trust MHLDAPC CiC meetings shall take place monthly or on such other schedule as may be agreed by the XXX NHS Foundation Trust CiC.
- 9.2 The XXX NHS Foundation Trust MHLDAPC CiC shall meet with the other SY MHLDAPC CiCs as the SY MHLDAPC Provider Collaborative Board in accordance with the SY MHLDAPC JWA (as set out in clause 4 of the SY MHLDAPC JWA) and discuss the matters delegated to them in accordance with their respective Terms of References.
- 9.3 Any Trust CiC Member may request an extraordinary meeting of the SY MHLDAPC CiCs (working in common) on the basis of urgency etc. by informing the Meeting Lead. In the event it is identified that an extraordinary meeting is required by the Meeting Lead then the SY MHLDAPC Managing Director shall give five (5) Working Days' notice to the Trusts.
- 9.4 Meetings of the XXX NHS Foundation Trust MHLDAPC CiC shall alternately be held in public (and minutes of the public meetings will be published on the Trust website)

and in private save where in a public meeting items are agreed to be private and confidential and otherwise in accordance with clause 4.7 of the SY MHLDAPC JWA.

- 9.5 Matters not discussed in public in accordance with paragraph 9.4 above and dealt with at the meetings of the XXX NHS Foundation Trust MHLDAPC CiC shall be confidential to the XXX NHS Foundation Trust MHLDAPC CiC Members and their Nominated Deputies, others in attendance at the meeting and the members of XXX NHS Foundation Trust's Board.

10 Quorum and Voting

- 10.1 Members of the XXX NHS Foundation Trust MHLDAPC CiC have a responsibility for the operation of the XXX NHS Foundation Trust MHLDAPC CiC. They will participate in discussion, review evidence and provide objective expert input to the best of their knowledge and ability, and endeavour to reach a collective view.
- 10.2 Each Member of the XXX NHS Foundation Trust MHLDAPC CiC shall have one vote. The XXX NHS Foundation Trust MHLDAPC CiC shall reach decisions by consensus of the Members present.
- 10.3 The quorum shall be two (2) Members.
- 10.4 If any Member is disqualified from voting due to a conflict of interest, they shall not count towards the quorum for the purposes of that agenda item and the conflicted Member may be replaced by an agreed Nominated Deputy for the agenda items in which the conflicted Member is disqualified (and the quorum shall remain at two (2) Members).

11 Conflicts of Interest

- 11.1 Members of the XXX NHS Foundation Trust MHLDAPC CiC shall comply with the provisions on conflicts of interest contained in XXX NHS Foundation Trust Constitution/Standing Orders, the SY MHLDAPC JWA and NHS Conflicts of Interest guidance. For the avoidance of doubt, reference to conflicts of interest in XXX NHS Foundation Trust Constitution/Standing Orders also apply to conflicts which may arise in their position as a Member of the XXX NHS Foundation Trust MHLDAPC CiC.
- 11.2 All Members of the XXX NHS Foundation Trust MHLDAPC CiC shall declare any new interest at the beginning of any XXX NHS Foundation Trust MHLDAPC CiC meeting and at any point during a XXX NHS Foundation Trust MHLDAPC CiC meeting if relevant.

12 Attendance at meetings

- 12.1 XXX NHS Foundation Trust shall ensure that, except for urgent or unavoidable reasons, XXX NHS Foundation Trust MHLDAPC CiC Members (or their Nominated Deputy) shall attend XXX NHS Foundation Trust MHLDAPC CiC meetings (in person) and fully participate in all XXX NHS Foundation Trust MHLDAPC CiC meetings.

12.2 Subject to paragraph 12.1 above, meetings of the XXX NHS Foundation Trust MHLDAPC CiC may consist of a conference between Members who are not all in one place, but each of whom is able directly or by secure telephonic or video communication (the Members having due regard to considerations of confidentiality) to speak to the other or others, and be heard by the other or others simultaneously.

13 Administrative

13.1 Administrative support for the XXX NHS Foundation Trust MHLDAPC CiC will be provided by SY MHLDAPC Programme Support (or such other route as the Trusts may agree in writing). The SY MHLDAPC Programme Support will:

13.1.1 draw up an annual schedule of SY MHLDAPC CiC meeting dates and circulate it to the SY MHLDAPC CiCs;

13.1.2 aim to circulate the agenda and papers at least five (5) Working Days prior to SY MHLDAPC CiC meetings; and

13.1.3 take minutes of each XXX NHS Foundation Trust MHLDAPC CiC meeting and, following approval by the Meeting Lead, circulate them to the Trusts and action notes to all Members within ten (10) Working Days of the relevant XXX NHS Foundation Trust MHLDAPC CiC meeting.

13.2 The agenda for the XXX NHS Foundation Trust MHLDAPC CiC meetings shall be determined by the SY MHLDAPC Managing Director and agreed by the Meeting Lead prior to circulation.

13.3 The Meeting Lead shall be responsible for approval of the first draft set of minutes for circulation to Members and shall work with the SY MHLDAPC Programme Support to agree such within five (5) Working Days of receipt.

APPENDIX A – DECISIONS OF THE XXX NHS FOUNDATION TRUST CiC

The Board of each Trust within SY MHLDAPC remains a sovereign entity and will be sighted on any proposals for service change and all proposals with strategic impact.

Subject to XXX NHS Foundation Trust’s Scheme of Delegation, the matters or type of matters that are fully delegated to the XXX NHS Foundation Trust MHLDAPC CiC to decide are set out in the table below.

If it is intended that the SY MHLDAPC CiCs are to discuss a proposal or matter which is outside the decisions delegated to the XXX NHS Foundation Trust MHLDAPC CiC, where at all practical, each proposal will be discussed by the Board of each Trust prior to the XXX NHS Foundation Trust MHLDAPC CiC meeting with a view to XXX NHS Foundation Trust MHLDAPC CiC requesting individual delegated authority to take action and make decisions (within a set of parameters agreed by XXX NHS Foundation Trust’s Board). Any proposals discussed at the XXX NHS Foundation Trust MHLDAPC CiC meeting outside of these parameters would come back before XXX NHS Foundation Trust’s Board.

References in the table below to the “Services” refer to the services that form part of the SY MHLDAPC JWA for joint working between the Trusts (as set out in the SY MHLDAPC JWA and supplemented or further defined by an annual SY MHLDAPC Work Programme agreed by the SY MHLDAPC CiCs) and may include both back office and clinical services.

	Decisions delegated to XXX NHS Foundation Trust MHLDAPC CiC
1.	Providing overall strategic oversight and direction to the development of the SY MHLDAPC programme ensuring alignment of all Trusts to the vision and strategy;
2.	Promoting and encouraging commitment to the key Rules of Working;
3.	Seeking to determine or resolve any matter within the remit of the XXX NHS Foundation Trust MHLDAPC CiC referred to it by the SY MHLDAPC or any individual Trust;
4.	Reviewing the key deliverables and ensuring adherence with the required timescales including; determining responsibilities within workstreams; receiving assurance that workstreams have been subject to robust quality impact assessments; reviewing the benefits and risks associated in terms of the impact to SY MHLDAPC Programmes and recommending remedial and mitigating actions across the system;
5.	Agreeing strategies for delivery of SY MHLDAPC Programmes;

	Decisions delegated to XXX NHS Foundation Trust MHLDAPC CiC
6.	In relation to services reviewing and approving business cases to support or describe delivery of agreed SY MHLDAPC priorities or programmes (including as required by any agreed SY MHLDAPC annual work programme);
7.	Oversight of staffing and support and sharing of staffing information in relation to the Services ;
8.	Decisions to support service reconfiguration (pre consultation, consultation and implementation), including but not limited to oversight of: <ul style="list-style-type: none"> a. financial information; b. communications with staff and the public and other wider engagement with stakeholders; c. support in relation to capital and financial cases to be prepared and submitted to national bodies, including NHS England; d. provision of clinical data, including in relation to patient outcomes, patient access and patient flows; e. support in relation to any competition assessment; f. provision of staffing support; and g. provision of other support.
9.	Decisions relating to information flows and clinical pathways outside of the reconfiguration, including but not limited to: <ul style="list-style-type: none"> a. redesign of clinical rotas; b. provision of clinical data, including in relation to patient outcomes, patient access and patient flows; and c. developing and improving information recording and information flows (clinical or otherwise).
10.	Planning, preparing and setting up joint venture arrangements for the Services , including but not limited to: <ul style="list-style-type: none"> a. preparing joint venture documentation and ancillary agreements for final signature; b. evaluating and taking preparatory steps in relation to shared staffing models between the Trusts; c. carrying out an analysis of the implications of TUPE on the joint arrangements; d. engaging staff and providing such information as is necessary to meet each employer's statutory requirements; e. undertaking soft market testing and managing procurement exercises;

	Decisions delegated to XXX NHS Foundation Trust MHLDAPC CiC
	f. aligning the terms of and/or terminating relevant third party supply contracts which are material to the delivery of the Services ; and g. amendments to joint venture agreements for the Services .
11.	Oversight of Services investment and disinvestment as agreed within Trust Board parameters and delegated authority;
12.	Reviewing the Terms of Reference and SY MHLDAPC Joint Working Agreement on an annual basis.

Relationship with the Specialised Commissioning Provider Collaborative and other organisations

Where necessary and appropriate SY MHLDAPC may seek to develop relationships with peers or for trusts, across other provider collaboratives, ICS's and ICB's (including for example, related to the mental health, learning disability and autism specialised commissioning provider collaboratives which the SY MHLDAPC will liaise with to ensure that matters which are appropriate to be dealt with by the SY MHLDAPC are identified and that this informs the work in specialised commissioning). This will be notified and communicated between the SY MHLDAPC CiCs in accordance with the principle outlined in clause 4.6 of the SY MHLDAPC JWA.

APPROVED BY THE BOARD OF DIRECTORS: [DATE] 2023