

## Mid-Nottinghamshire ICP Board Meeting

**Monday 9 September 2019, 14:30 – 17:00**  
**The Summit Centre, Pavilion Road, Kirkby in Ashfield, NG17 7LL**

### Agenda

Time	Reference	Item	Action/Paper	Lead
14:30	ICP/19/028	Welcome and Introductions	Note (Verbal)	Chair
	ICP/19/029	Apologies for Absence:	Note (Verbal)	Chair
	ICP/19/030	Declarations of Interest	Note (Verbal)	All
	ICP/19/031	Notes and Action Log from the August 2019 Mid-Nottinghamshire ICP Board Meeting	Approve (Enc.)	Chair
	ICP/19/032	Chair's Update	Note (Verbal)	Chair
14:50	ICP/19/033	Partnership Agreement, Terms of Reference and Governance Diagram	Approve (Enc.)	Peter Wozencroft
15:05	ICP/19/034	Neighbourhood Approach	Discuss (Enc.)	Matt Finch, Hayley Barsby, Rob Mitchell, Theresa Hodgkinson and David Ainsworth
16:05	ICP/19/035	GP provider alignment: winter respiratory admissions prevention / PCN Update	Discuss (Enc.)	Gavin Lunn and Kevin Corfe
16:30	ICP/19/036	ICS Q1 Update	Note (Verbal)	Rebecca Larder
16:40	ICP/19/037	Any Other Business including: <ul style="list-style-type: none"> <li>- Actions from today</li> <li>- Update back to ICS</li> <li>- Forward Programme</li> </ul>	Note (Enc.)	Chair

#### Date and Time of Next Meeting:

Monday 7 October 2019 – brief essential business following Wigan Conference

Monday 18 November 2019, 2.30 – 5.00pm – Civic Quarter, Civic Centre, Chesterfield Road South, Mansfield, NG19 7BH

**Minutes of the Mid Nottinghamshire ICP Board meeting held on  
Tuesday 13 August 2019, 1.00 – 3.30pm  
Meeting Rooms 2 & 3, Birch House**

**Present:**

Rachel Munton	Independent Chair
Kerry Beadling-Barron	Director of Communications and Engagement, Mid-Nottinghamshire ICP
David Ainsworth	Locality Director, Mid-Nottinghamshire CCGs
Jane Laughton	Chief Executive, Healthwatch Nottingham and Nottinghamshire
Angela Potter	Director, Nottinghamshire Healthcare NHS Foundation Trust
Richard Mitchell	ICP Lead and Chief Executive, Sherwood Forest Hospital NHS Foundation Trust (up to agenda item ICP/19/025)
Amanda Sullivan	Accountable Officer, Nottinghamshire CCGs (up to agenda item ICP/19/025)
Peter Wozencroft	Director of Care Integration, Mid-Nottinghamshire ICP
Andy Haynes	Medical Director, Sherwood Forest Hospital NHS Foundation Trust
Mark McCall	Service Director, Nottinghamshire County Council (representing Ms Melanie Brooks)
Greg Cox	General Manager – Nottinghamshire Division, EMAS
Ben Widdowson	Associate Director of Estates and Facilities, Sherwood Forest Hospitals NHS Foundation Trust
Robert Mitchell	Chief Executive, Ashfield District Council (from agenda item ICP/19/019)
Deborah Jaines	Deputy Managing Director, Nottingham and Nottinghamshire ICS
Dr Kevin Corfe	Primary Care Network Representative
Dr Andrew Pountney	Primary Care Network Representative
Claire White	Nottingham University Hospitals NHS Trust (representing Ms Alison Wynne)
Hayley Barsby	Chief Executive, Mansfield District Council
David Evans	Head of Communities and Wellbeing, Mansfield District Council (from agenda item ICP/19/018 and up to agenda item ICP/19/023)
Michael Cawley	Operational Director of Finance – Mid-Nottinghamshire CCGs (from agenda item ICP/19/019)

**In Attendance:**

Lorraine Palmer	Head of Care Integration, Mid-Nottinghamshire ICP
Helen Drew	System Resilience Manager, Mid-Nottinghamshire CCGs (in attendance for agenda item ICP/19/023)
Rebecca Tryner	Mid-Nottinghamshire CCGs (Minutes)

**Apologies for absence:**

Gavin Lunn	Clinical Chair, Mansfield and Ashfield CCG
Melanie Brooks	Nottinghamshire County Council
Alison Wynne	Nottingham University Hospitals NHS Trust
Julie Hankin	Medical Director, Nottinghamshire Healthcare NHS Foundation Trust

Jonathan Rycroft	Associate Director of Financial Recovery, Nottinghamshire CCGs
Matthew Finch	Director - Communities and Environment, Newark and Sherwood District Council
Richard Henderson	East Midlands Ambulance Service
John Brewin	Chief Executive, Nottinghamshire Healthcare NHS Foundation Trust
Theresa Hodgkinson	Assistant Director – Place and Wellbeing Lead for Health and Wellbeing for the District, Ashfield District Council
Steve How	Chair, Citizens' Council
Tim Guyler	Director of Integration, Nottingham University Hospitals NHS Trust
Thilan Bartholomeuz	Clinical Chair, Newark and Sherwood CCG
Jonathan Gribbin	Director of Public Health, Nottinghamshire County Council
Cllr. Tony Harper	Chair, Adult Social Care and Health Committee, Nottinghamshire County Council
Paul Robinson	Chief Financial Officer, Sherwood Forest Hospitals NHS Foundation Trust

### **ICP/19/015 Welcome and Introductions**

The Chair welcomed members to the meeting, particularly Dr Corfe and Dr Pountney, who had joined the Board to represent the Mid-Nottinghamshire Primary Care Networks (PCNs). Introductions were made.

The Chair informed members that this would be the last Mid-Nottinghamshire ICP Board meeting for Ms Jaines and Ms Potter and thanked both of them for their hard work and contribution to the ICP Board and the Better Together Board.

### **ICP/19/016 Apologies for absence**

Apologies for absence were noted as outlined above.

### **ICP/19/017 Declarations of Interest**

No conflicts of interest were declared.

### **ICP/19/018 Minutes and Action Log from the July 2019 Mid-Nottinghamshire ICP Board Meeting**

The minutes of the Mid-Nottinghamshire ICP Board meeting held on 9 July 2019 were agreed as an accurate record of discussion subject to the following addition:

Page 4, Item ICP/19/005, additional action to be added as follows:

**ACTION:** Mr Wozencroft to provide a Mid-Nottinghamshire ICP Board briefing update to the ICS Board on a monthly basis.

The Chair clarified that the Approaches to Engagement work and Integrated Locality Working would be taken forward as separate agenda items.

Members noted the completed ICP Board actions and further discussion took place around the following:

Action 4 – Mr Richard Mitchell informed members of an opportunity to attend a conference in Wigan on Monday 7 October 2019 to hear more about the work undertaken by Wigan Council and its partners to transform relationships with citizens and staff culture to deliver improved services and save £140m. The Chair proposed that, since the conference clashed with the October meeting of the ICP Board, a short meeting be held immediately following the conference (for those members who are available to attend) for a de-brief and to consider any urgent items requiring decision. Members agreed with this proposal.

**ACTION:** Miss Tryner to gather the names of the Board members who were interested in, and available to attend the conference in Wigan on 7 October 2019.

Mr Evans joined the meeting at this point.

Action ICP/19/004 (1) – The Chair reminded members of the offer from the East Midlands Leadership Academy to provide the ICP with a free bespoke developmental programme. Along with Mr Radford, the Chair was pulling together a briefing document for potential facilitators to bid against, which would also reflect the development needs of the PCNs. The draft briefing would be shared with the Board in September 2019 for comment/sign-off.

**ACTION:** The Chair to share the draft OD brief with the Board in September 2019 for comment/sign-off.

Mr Ainsworth highlighted the opportunity to align this bespoke development offer to another piece of work that was being taken forward across the ICS around PCN development. Mr Ainsworth agreed to share details of the PCN development work with the Chair following the meeting.

**ACTION:** Mr Ainsworth to share details of the PCN development work with the Chair.

Action ICP/19/006 – Mr Ainsworth confirmed that comments on the ICS Outcomes Framework and the Links to the Approach to Prevention and Inequalities at a PCN Level had been received and the action could be marked as complete. A further update, including Board comments, would be shared with the Board ahead of re-submission to the ICS Board.

**ACTION:** Mr Ainsworth to ensure that the updated ICS Outcomes Framework, including Board comments, was shared with the Board ahead of re-submission to the ICS Board.

### **ICP/19/019 Chairs Update**

Mr Cawley joined the meeting at this point.

The Chair noted that District Council colleagues were working with Nottinghamshire County Council and Mr Ainsworth to consolidate the approach to neighbourhoods across mid-Nottinghamshire, particularly those that were underserved and had individuals, families or communities with the greatest need. This item would be the main focus for the September 2019 Board meeting.

Mr Robert Mitchell joined the meeting at this point.

Dr Pountney noted that the proposal sounded reasonable and the PCNs were hoping to have full capacity within social prescribing teams by September 2019.

The Chair informed members that Mr Robert Mitchell would be leaving Ashfield District Council at the end of September 2019 to take up a new role. Members of the Board congratulated Mr Robert Mitchell on his appointment.

Mr Richard Mitchell noted the timelines for sign off of the ICS response to the Long Term Plan and the importance of feeding into the response from an ICP perspective. A formal discussion may be required at the September 2019 meeting to ensure clear visibility for all partners.

### **ICP/19/020 Approaches to Engagement – action on agreed approach**

Ms Beadling-Barron presented the Approaches to Engagement noting that the Board had agreed the engagement principles at its July 2019 meeting and had also agreed to hold future Board meetings as 'meetings in public'. A number of next steps had been agreed as a result of this.

In response to a query from Mr Cawley, Dr Sullivan confirmed that the engagement principles would not supersede the CCG's statutory responsibilities in relation to consultation on proposed service changes. Ms Beadling-Barron acknowledged the difference in definition between partners around the term 'consult' and agreed to reflect this in the planned model. Ms Beadling-Barron also confirmed the principles should be complementary to the CCG consultation process.

A discussion took place around the value of holding future ICP Board meetings in public. Mr Robert Mitchell and Ms Barsby both confirmed they had offered venues from Ashfield District Council and Mansfield District Council which could be used in September and November. Dr Sullivan noted that while she was supportive of holding future Board meetings at different venues going forward, the Board would need to be clear where the funding was coming from if there was a cost associated with booking venues such as community centres. Mr Ainsworth highlighted the importance of ensuring that venues were accessible for all members of the public should they wish to attend. Mr Robert Mitchell reiterated that while meetings could be held in public there was no guarantee the public would attend.

The Board agreed to meet in public from September 2019. Ms Beadling-Barron reminded members that this meant the dates and times and papers for the meeting would be published on the ICP website five working days in advance.

### **ICP/19/021 ICP Vision Summary**

Ms Beadling-Barron presented the ICP Vision public facing summary, which reflected the comments received from Board members.

Dr Pountney expressed concern that the ICP had a numeric target to achieve that wasn't matched with a timeframe therefore, making judging success in achieving the vision very difficult. He also did not feel that in-year or historical allocations of transformation funding appeared aligned to achievement of this new vision. The Chair welcomed the challenge and a discussion took place. Ms Beadling-Barron explained the need to demonstrate how the ICP would link to the ICS and Mr Wozencroft explained the context around the ongoing work on the Long Term Plan implementation which was awaited and would inform the detail of the full ICP Vision document. Dr Haynes explained that the summary was an aspirational document and the full detail would appear later once the ICS response to the Long Term Plan and work on the outcomes framework had been finalised. Dr Pountney thanked members for this information which provided assurance around the vision and confirmed that he was supportive of the vision overall.

Ms Laughton raised concern around whether it was achievable to reduce the gap in healthy life expectancy by three years. Ms Beadling-Barron clarified that the goal was to reduce the gap by a total of three years, not to deliver the gap reduction within a 36 month timeframe. The Board agreed the Vision Summary subject to Ms Beadling-Barron working with Dr Haynes to clarify the one sentence around the healthy life expectancy.

**ACTION:** Ms Beadling-Barron to work with Dr Haynes to clarify the one sentence around healthy life expectancy.

Ms Beadling-Barron also presented the final version of the proposed ICP identity and explained how previous comments and views around building on the heritage from the Better Together Board and demonstrating the links to the ICS had been taken on board and reflected in the current identity. The proposed ICP identity was approved by the Board, for use with immediate effect.

### **ICP/19/022 Q1 System Status Report from the ICP Transformation Board**

Dr Haynes presented a summary of mid-Nottinghamshire ICP system performance to the end of Quarter 1 2019/20. Members noted the financial position to date, the structured reporting arrangements and the maturity index.

Mr Wozencroft informed members that an Operational Delivery Group (ODG) had been introduced to the governance structure alongside the Transformation Board. The structure underpinning the Transformation Board was also being reviewed to ensure that links across workstreams were being maximised to support system-wide transformation.

Mr Richard Mitchell suggested that the Board receive the System Status Reports on a quarterly basis moving forward as the information was routinely reported elsewhere and may not be an item of interest for all Board members. Members agreed with this suggestion.

Mr Richard Mitchell noted that the ICP had been asked by the ICS to make a number of commitments spanning 2018/19 and 2019/20. The ICP leadership team would be asking relevant officers for progress updates on each of these commitments, which would be shared with the ICP Board and used to provide a progress report to the ICS Board.

**ACTION:** Mr Wozencroft to seek updates against ICP commitments and assemble a progress report. System status reports to be added quarterly to agenda forward plans.

In response to a query from Ms Laughton around whether the Transformation Board would be adopting the engagement principles agreed by the ICP Board, Dr Haynes confirmed that the transformation programmes for 2019/20 had been developed through a series of engagement workshops but the process could still be strengthened further.

Discussion took place around presenting the information in a way that highlighted potential connections to the neighbourhood approach being taken forward by District Council colleagues. Members noted that it might be beneficial to have a focus on alcohol in 2019/20 as this had a significant impact at a system, place and neighbourhood level.

The Board noted the Quarter 1 2019/20 mid-Nottinghamshire ICP system performance report.

## ICP/19/023 Seasonal Plan and Update on Drivers of Demand

Mrs Drew joined the meeting at this point.

Mrs Drew presented the Winter Plan which articulated how the mid-Nottinghamshire urgent care system would proactively and reactively manage demand and surges in activity during the period. The Plan was a work in progress and had not yet been formally signed off. The final version would be submitted to the September 2019 meeting of the A&E Delivery Board for formal approval.

Members noted positive progress to date around agreeing cross-organisational actions to support the surge and escalation elements of the Plan, which would be built upon from a resilience perspective.

Mr Richard Mitchell noted that although the document was called a Winter Plan, it was in fact a seasonal plan as pressures extended beyond the winter period. In order for the Plan to work effectively it was important for all organisations to be involved. Collectively the system was facing five key pressures which would come together at the same time; winter, higher activity levels than seen previously, higher reported cases of seasonal flu (as signalled by Southern Hemisphere statistics), EU exit and impacts of that and issues with NHS pensions. As a result of these issues, this winter may be more difficult than previous years.

Ms Barsby noted that District Councils would like to be actively involved in this work and would be happy to look at ways to assist at the front door. Mrs Drew explained that Mansfield District Council was linked into the Home First Integrated Discharge (HFID) scheme to accommodate and expedite discharges for patients. Ms Palmer added that Mansfield District Council colleagues were also linked into the Integrated Rapid Response Service (IRRS), which would pick up the actions around the front door.

Discussion took place around the role of the social prescribing team and members noted that the social prescribing model was more proactive and focussed around reducing demand, rather than discharge planning.

A further discussion took place around the Significant 7 scheme. Work was being progressed to better understand the impact of the scheme and to support patients in the community. Dr Pountney expressed concern around the potential for this scheme to have an impact on GP workloads. Ms Barsby noted that the District Council ran a care home scheme which could be expanded to cover a wider provision.

**ACTION:** Mrs Drew agreed to liaise with Ms Barsby following the meeting around ways in which the District Councils could assist at the front door and the potential expansion of the District Council care home scheme.

Ms Potter noted that Nottinghamshire Healthcare NHS FT was undertaking work to increase mental health input to the Plan and ensure that crisis support and rapid response was built in.

Members thanked Mrs Drew for pulling together a comprehensive system-wide Winter Plan.

Mr Evans left the meeting at this point.

Ms Palmer presented the Drivers of Demand Report noting that rising demand through A&E was the critical factor underpinning this piece of work. A month on month rise in front door attendances since August 2018 drove the requirement to understand what was contributing to the increases.

Ms Palmer explained that the metrics for analysis had been set by the ICS and spanned a three year period. A multi-organisational clinical panel was convened on three occasions to review the analysis and identify/indicate other areas of enquiry for review. Analysis of demand demonstrated that between April and June 2018 something changed and resulted in front door attendances increasing month on month. However, there appeared to be no single reason for the increasing demand. Members noted the key themes, summary of finding and key areas of focus and opportunity going forward. These included:

- Understand and interrogate the changes to the community contract and GP demand to determine if there is an emerging gap;
- Review NEMS capacity for a 111 response and within PC24 to increase streaming into the service.

Members noted that the Mid-Nottinghamshire A&E Delivery Board had agreed the key areas of focus and opportunity subject to confirming ownership and timescales for each area.

Dr Sullivan agreed to take forward an action around the reduction in community activity. Dr Pountney noted that following a period of re-structuring within the community teams, some elements of service had been eroded, and had not fully recovered. Dr Corfe added that community attendance at MDTs had changed and the MDTs were not as useful as they had been previously.

**ACTION:** Ms Palmer to obtain further insight into the apparent reduction in community activity to understand the cause and impact, and share this with key stakeholders as a further refinement of the Drivers of Demand work.

Discussion took place around the benefits of providing holistic targeted community based support to communities with a focus on drug and alcohol.

In response to a comment from Mr Ainsworth regarding information sharing, Mr Robert Mitchell noted that data and intelligence sharing was a challenge across the whole of Nottinghamshire and the solutions to some of the issues driving health care demand were not represented at the ICP Board such as the police.

**ACTION:** Subject to information governance requirements, Ms Palmer to liaise with District Council colleagues to share information on the High Intensity Service User cohort, with a view to identifying service users in common and refining approaches to addressing the root causes of their intensive use of public services.

#### **ICP/19/024 Rural Health and Care Alliance**

The Board discussed an offer that had been received to join the Rural Health and Care Alliance. The Rural Health and Care Alliance (RHCA), launched in October 2018, has been established through a partnership between the National Centre for Rural Health and Care and the Rural Services Network (RSN). Members agreed that an ICS approach may be more beneficial and agreed to pass the details over to the ICS Team for consideration.

**ACTION:** Ms Beadling-Barron to provide the ICS Team with details of the invitation to join the Rural Health and Care Alliance.



## **ICP/19/025 PCN Update**

### **a) Newark YMCA Activity Village**

Mr Ainsworth reported that the YMCA were funding a £10m investment into the development of an all age centre for community wellbeing and activity in Balderton. The all-purpose building was due to open in 2021.

Mr Ainsworth provided an update on work being taken forward across PCNs, particularly an agreement that had been reached across all PCNs within the ICS to work on a single approach to managing respiratory illness in advance of winter. It was acknowledged that Dr Lunn would be attending the September ICP Board meeting to present details of the proposed approach to managing respiratory illness.

**ACTION:** Dr Lunn to present PCN approach to respiratory illness at September 2019 ICP Board meeting.

Dr Sullivan and Mr Richard Mitchell left the meeting at this point.

## **ICP/19/026 ICS Update**

Following an outlining of the content by Ms Jaines, the Board endorsed the ICS Memorandum of Understanding for Nottingham and Nottinghamshire and the commitments therein.

The meeting closed at 3.45pm

Key	
Red	Action Overdue
Amber	Update Required
Green	Action Complete
Grey	Action Not Yet Due

## Actions arising from the Mid-Nottinghamshire ICP Board

Agenda ref	Date of meeting	Name	Action	Progress	Status
7. (1)	11 June 2019	Mr Wozencroft	To work with Neil Moore to review the Terms of Reference and Alliance Agreement and seek legal advice to ensure alignment with the ICP's direction of travel	Neil Moore, Lorraine Palmer and PW met 19/6/19. The Alliance Agreement is being re-drafted into a Partnership Agreement that properly reflects the stage of development of the ICP. We aim to circulate a draft, together with re-drafted Terms of Reference and accountability framework in advance of the September ICP Board meeting.	Amber
7. (4)	11 June 2019	Mr Wozencroft	To update the ICP governance chart to clearly reflect the formal sub-groups, accountability arrangements and alignment to the ICS, District Councils and Health and Wellbeing Board	This is being completed in conjunction with the work on the Partnership Agreement and Terms of Reference and will be presented at the September Board.	Amber
ICP/19/004 (1)	9 July 2019	Ms Munton and Mr Radford	To make contact with members following the meeting to develop some suggestions for the ICP Board development programme	Update provided at August 2019 meeting, briefing for approval to be presented at September 2019 meeting to be drafted by Mr Radford.	Amber
ICP/19/005	9 July 2019	Mr Wozencroft	To provide a Mid-Nottinghamshire ICP Board briefing update to the ICS Board on a monthly basis	Complete and ongoing business as usual	Green

Agenda ref	Date of meeting	Name	Action	Progress	Status
ICP/19/010	9 July 2019	Mr Ainsworth	To liaise with Mr Taylor following the meeting to link health in with the District Council projects	Contact has been made with Mr Taylor at ADC, to date no response has been received.	
ICP/19/018 (1)	13 August 2019	Miss Tryner	To gather the names of the Board members who were interested in, and available to attend the conference in Wigan on 7 October 2019	In progress	
ICP/19/018 (2)	13 August 2019	Ms Munton	To share the draft OD brief with the Board in September 2019 for comment/sign-off	Briefing for approval to be presented at September 2019 meeting to be drafted by Mr Radford	
ICP/19/018 (3)	13 August 2019	Mr Ainsworth	To share details for the PCN development work with the Chair	The information has been shared with the chair – action complete. Lee Radford has been copied in.	
ICP/19/018 (4)	13 August 2019	Mr Ainsworth	To ensure that the updated ICS Outcomes Framework, including Board comments, was shared with the Board ahead of re-submission to the ICS Board	Work continues on the outcomes framework and the ICP Board can expect a further update both at the November board meeting and in between as requested. The updated version will be sent in October. Action Complete	
ICP/19/021	13 August 2019	Ms Beadling-Barron	To work with Dr Haynes to clarify the one sentence around healthy life expectancy	Completed and line amended	
ICP/19/022	13 August 2019	Mr Wozencroft	To seek updates against ICP commitments and assemble a progress report. System status reports to be added quarterly to agenda forward plans.	Relevant colleagues have been approached for contributions, with the intention of responding to the ICS by end of September and shared with	

Agenda ref	Date of meeting	Name	Action	Progress	Status
				Board members prior to the October meeting	
ICP/19/023 (1)	13 August 2019	Mrs Drew	To liaise with Ms Barsby following the meeting around ways in which the District Councils could assist at the front door and the potential expansion of the District Council care home scheme	Meeting booked in with Ms Barsby's colleagues on 26 September to progress	
ICP/19/023 (2)	13 August 2019	Ms Palmer	To obtain further insight into the apparent reduction in community activity to understand the cause and impact, and share this with key stakeholders as a further refinement of the Drivers of Demand work	Meeting to agree lines of enquiry and analysis required 5 September, with follow up confirm and challenge meeting ahead of the presentation of findings 24 September	
ICP/19/023 (3)	13 August 2019	Ms Palmer	Subject to information governance requirements, to liaise with District Council colleagues to share information on the High Intensity Service User cohort, with a view to identifying service users in common and refining approaches to addressing the root causes of their intensive use of public services.	Contact made with District Council colleagues and meeting to be set up to take forward	
ICP/19/024	13 August 2019	Ms Beadling-Barron	To provide the ICS Team with details of the invitation to join the Rural Health and Care Alliance	Completed	
ICP/19/025	13 August 2019	Dr Lunn	To present the PCN approach to respiratory illness at the September 2019 ICP Board meeting	On the September 2019 agenda	



ENC.

<b>Meeting:</b>	ICS Board			
<b>Report Title:</b>	Update from the Mid-Nottinghamshire Integrated Care Partnership			
<b>Date of meeting:</b>	Thursday 12 <sup>th</sup> September 2019			
<b>Agenda Item Number:</b>				
<b>Work-stream SRO:</b>				
<b>Report Author:</b>	Richard Mitchell			
<b>Attachments/Appendices:</b>	None			
<b>Report Summary:</b>				
To update on Mid-Nottinghamshire Integrated Care Partnership progress over the last month.				
<b>Action:</b>				
<input checked="" type="checkbox"/> To receive <input type="checkbox"/> To approve the recommendations				
<b>Key implications considered in the report:</b>				
Financial	<input checked="" type="checkbox"/>			
Value for Money	<input checked="" type="checkbox"/>			
Risk	<input checked="" type="checkbox"/>			
Legal	<input type="checkbox"/>			
Workforce	<input checked="" type="checkbox"/>			
Citizen engagement	<input checked="" type="checkbox"/>			
Clinical engagement	<input checked="" type="checkbox"/>			
Equality impact assessment	<input checked="" type="checkbox"/>			
<b>Engagement to date:</b>				
Board	Partnership Forum	Finance Directors Group	Planning Group	Workstream Network
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Performance Oversight Group	Clinical Reference Group	Mid Nottinghamshire ICP	Nottingham City ICP	South Nottinghamshire ICP
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Contribution to delivering the ICS high level ambitions of:</b>				
Health and Wellbeing				<input checked="" type="checkbox"/>
Care and Quality				<input checked="" type="checkbox"/>
Finance and Efficiency				<input checked="" type="checkbox"/>
Culture				<input checked="" type="checkbox"/>
<b>Is the paper confidential?</b>				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Note: Upon request for the release of a paper deemed confidential, under Section 36 of the Freedom of Information Act 2000, parts or all of the paper will be considered for release.				

## **Mid-Nottinghamshire Integrated Care Partnership Board Update – August 2019**

Below is a summary of the key discussions and decisions taken at the latest Mid-Nottinghamshire ICP Board which met on 13<sup>th</sup> August 2019.

### **Approaches to Engagement**

The Board was reminded about the five engagement principles which had been agreed at the previous meeting and were updated on the work undertaken by the task and finish group looking at a proposed engagement model.

Following discussion, the Board agreed to meet in public from September 2019 and to hold meetings in different venues across Mid-Nottinghamshire.

### **ICP Vision Summary and Identity**

Members were thanked for their comments and input into the ICP Vision Summary which is an aspirational high level document. It was explained that the detail of the ICP Vision will appear once the ICS response to the Long Term Plan and work on the outcomes framework had been finalised. The Board approved the ICP Vision Summary and agreed that the full ICP Vision would come back in November so that it would be aligned to the ICS response to the NHS Long Term Plan.

The final version of the proposed ICP identity logo [at top of page] was also approved, reflecting the Board's heritage from the Better Together programme and its place within the Nottingham and Nottinghamshire ICS.

### **Q1 System Status Report**

This was the first quarterly report received by the ICP Board from the Transformation Board. The Transformation Programme's core aim is to reduce demand for secondary care services (for mental and physical health) by enabling robust and resilient primary, community and social care. Key points were:

- There continues to be strong and effective collaboration between ICP partners, together with demonstrable success on a range of transformation initiatives, but this success is undermined by high and growing levels of demand, particularly for urgent and emergency care. Sherwood Forest Hospital's Emergency Department attendances are 5.8% above plan year-to-date and emergency admissions are 7.6% above plan year-to-date.
- The main planned care focus is on outpatient process re-design. Whilst plans are well advanced, it was noted that first outpatient activity is above plan.

The Board received and noted the report and agreed that quarterly updates were appropriate.

### **Seasonal Plan and Update on Drivers of Demand**

The seasonal plan was presented by Helen Drew from the Mid-Nottinghamshire A&E Delivery Board. It articulates how the Mid-Nottinghamshire urgent care system will proactively and reactively manage demand and surges in activity. It provides both

strategic and operational detail on how services will remain safe and responsive. It is a live document, and will continue to evolve as plans develop and outputs of work streams/projects are quantifiable. Helen explained this was now referred to as a Seasonal Plan as the same principles were being used to respond to urgent demand throughout the calendar year rather than just in winter. The Board discussed and received the report. It noted that the depth of detail and hard work gave a high level of assurance and thanked Helen Drew for her efforts in pulling it together.

Lorraine Palmer from the ICP team then presented the Drivers of Demand data. The Board was told how demand was definitely increasing but that there appeared to be a number of factors that could be contributing to that. Seven key areas of focus to be taken forward are:

- Understanding and interrogating the changes to the community contract and GP demand to determine if there is an emerging gap.
- The Integrated Rapid Response System (IRRS) model which will focus on two stages: pre ED (with the development of the CAS and the ability to stream patients earlier to prevent conveyance/instruction to attend ED) and the development of the IRRS clinic model to provide an additional streaming route within ED.
- Reviewing the Directory Of Service (DOS) for Newark Urgent Treatment Centre and Call for Care (C4C) for 111 access.
- Reviewing NEMS capacity from a 111 response and within PC24 to increase streaming into the service
- Newark GPs are looking to consolidate duty GP cover into a single place (Newark Hospital) to facilitate booked in patients and walk ins. Consider if this could be done in Mansfield and Ashfield with the GP duty cover provided within PC24 to increase walk in capacity.
- Understanding the increasing EMAS and 111 conveyance rates.
- Considering if there are greater opportunities to support patients attending with drug and alcohol related conditions (circa 175 patients per month).

Rob Mitchell from Ashfield District Council and Hayley Barsby from Mansfield District Council agreed to work with Lorraine Palmer to understand who were using NHS and council services and how partners could work together to support these citizens. The Board discussed and received the report.

### **Rural Health and Care Alliance**

The Board discussed an offer to join the Rural Health and Care Alliance which had been received by several partners. Deborah Jaines agreed to take this to ICS colleagues to see if an agreement could be reached which covered the whole ICS.

### **Thanks Given**

Angela Potter from Nottinghamshire Healthcare NHS Foundation Trust and Deborah Jaines from the Nottingham and Nottinghamshire ICS confirmed that the August

Board would be their last meeting. ICP Chair Rachel Munton recorded the Board's thanks to them for their contributions to the Board to date and wished them well.

The next ICP meeting will take place on September 9 and the key issue for discussion will be neighbourhood working approaches across the ICP.

**Richard Mitchell**  
**Mid-Nottinghamshire ICP Lead**  
[richard.mitchell2@nhs.net](mailto:richard.mitchell2@nhs.net)  
**12<sup>th</sup> September 2019**



## Mid-Nottinghamshire ICP Board

<b>TITLE:</b>	Partnership Agreement, Terms of Reference and Governance Diagram
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<b>DATE OF MEETING:</b>	9 September 2019	<b>PAPER REF:</b>	ICP/19/033
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<b>AUTHOR:</b>	Lorraine Palmer, Neil Moore, Peter Wozencroft	<b>PRESENTER:</b>	Peter Wozencroft
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<b>EXECUTIVE SUMMARY (OVERVIEW):</b>
<p>Despite not being a statutory entity, it is important that the Integrated Care Partnership adheres to the principles and practice of good governance.</p> <p>We have chosen to present these three documents together, to maintain Board level oversight of all aspects of governance, although they are at different stages of maturity.</p> <p>The Terms of Reference and Accountability Framework have been subject to review by ICP Board colleagues and are therefore included for the Board approval.</p> <p>The revised Agreement is circulated for discussion with ICP Board members and has been based on the existing Alliance Agreement with the rational set out in the briefing paper submitted with this suite of documents.</p>

<b>RECOMMENDATION:</b>
<p><input checked="" type="checkbox"/> To approve</p> <p><input checked="" type="checkbox"/> To discuss</p> <p>Members of the ICP Board are asked to:</p> <p><b><u>Approve and Adopt</u></b> the ICP Board Terms of Reference</p> <p><b><u>Adopt and Note</u></b> the ICP Accountability Framework and Structure</p> <p><b><u>Discuss</u></b> the Revised Interim ICP Agreement</p>

# Mid Nottinghamshire Integrated Care Partnership Board

Terms of Reference v3

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# Mid-Nottinghamshire ICP Board Terms of Reference

## 1. Introduction

The ICP exists to improve the health and wellbeing of the people living in Mansfield, Ashfield, Newark and Sherwood, by supporting community cohesion, enabling self-care and integrating support, care, diagnostic and treatment services more seamlessly.

The Board's role is to develop the strategic direction of the ICP, and oversee the delivery of the support and service transformation programme that will underpin and deliver the improvements in health and wellbeing.

## 2. Vision

All ICP partners will work together to create:

- Better places to live
- Better places to work
- Better aligned services

The vision will enable the ICP to contribute to the Integrated Care System (ICS) goal to increase healthy life expectancy for people across Nottingham and Nottinghamshire by three years.

## 3. Principles

The binding principle for the partnership is a commitment to improve the health and wellbeing of the citizens of Mansfield, Ashfield, Newark and Sherwood. The mobilising and motivating principle for partnership working is that citizens are experiencing poorer health and wellbeing due to fragmentation and inconsistency of access to support, care, diagnosis and treatment that aims to help them. Better coordination and community cohesion, increased consistency and reduced variation will improve the outcomes for citizens. If the partnership is to be successful in achieving its aims, it must be underpinned by mutual trust and accountability.

Other relevant principles include:

- Quality and safety of service delivery and citizen experience is paramount;
- Citizen engagement will be undertaken systematically to gain insights and support people's ownership and pursuit of their own health and wellbeing, and to guide organisations in how they respond by adapting their services;
- The statutory and mandatory frameworks within which each partner and Board member works (if they represent an organisation) will be respected. Partners will support one another to remain compliant with their statutory and mandatory responsibilities whilst maximising the flexibility with which they pursue their collective goals;
- The financial resources available to the partners are constrained. The partnership is underpinned by the principle that spending every pound where it has the maximum beneficial health and wellbeing impact for citizens will give the ICP the best chance to be sustainable in the future;
- Improving the health and wellbeing of all citizens is the primary objective, but the partnership must focus explicitly on inequalities and the wider determinants of health within that overall framework. It should therefore expect that a greater proportion of the available resource will be focused on those neighbourhoods and localities in areas highlighted by inequalities data.

#### **4. Key functions of the Board**

- Formulate and operate within a strategy for the ICP that responds to the health and wellbeing requirements of our citizens, and frames the contribution that each partner will make in pursuit of these goals so that everyone is clear as to their role and purpose.
- Hold one another mutually to account, personally and organisationally, for maintaining a relentless focus on the health and wellbeing of citizens and following through on commitments made in this context so that changes are enacted.
- Model a positive culture of openness, transparency of decision-making and candour. Seek to ensure that this is replicated by everyone that they direct or influence in the ICP so that there is a consistent positive culture for staff and citizens.
- Encourage, support and ensure citizen engagement is a central tenet of decision-making within the ICP so that the group is confident that all decisions made have involved citizens.
- Encourage, support and ensure that engagement of all (including but not limited to staff and citizens) is central to decision-making in the ICP, with a particular emphasis on the skills and experience of professional practitioners in all aspects of service delivery who interact directly with citizens.
- Maintain an overview of the key indicators of health and wellbeing for Mansfield, Ashfield, Newark and Sherwood, so that it can assure itself and the people it serves that the transformation programme it oversees is making a positive difference to the lives of citizens.

#### **5. Membership and representation**

The ICP is an inclusive partnership seeking to involve and engage as many organisations and individuals with an interest in, and contribution to make, to improving health and wellbeing in Mid Nottinghamshire. It has appointed an independent Chair to steer and moderate discussion and decision-making from outside any partner organisation.

Founding/current membership at an organisational level is as follows:

- Ashfield North Primary Care Network (PCN)
- Ashfield South PCN
- Mansfield North PCN
- Mansfield South PCN
- Newark PCN
- Sherwood PCN
- Ashfield District Council
- Mansfield District Council
- Newark and Sherwood District Council
- Nottinghamshire County Council
- Sherwood Forest Hospitals NHS Foundation Trust
- Nottinghamshire Healthcare NHS Foundation Trust
- Nottingham University Hospitals NHS Trust
- East Midlands Ambulance Service NHS Trust
- Nottingham and Nottinghamshire Clinical Commissioning Group
- Healthwatch Nottingham and Nottinghamshire
- Mid Nottinghamshire Citizens' Council

Representation of the partners at meetings of the ICP Board will comprise the independent Chair, relevant members of the ICP executive and one senior representative of each stakeholder organisation as listed above, excepting the PCNs which will nominate two of their Clinical Directors. Each partner will be asked to nominate a principal attendee and an alternate, so that representation is balanced and all partners are represented whenever possible. Members are expected to attend a minimum of 80% of meetings, with their alternate present for those they cannot attend

To anticipate the later elements of the integration journey, the ICP will be supported by a formal partnership agreement that is flexible enough to accommodate the needs of every stakeholder, whilst explicitly describing the objectives and mutual commitments of partners. It will include the notion of full and associate membership, with partners able to move between the designations dependent upon the level of immersion into the ICP and commitment to its future at any point in time.

## **6. Proceedings of the Board**

The Board will meet not less than six times in a twelve month period, and as often as the pursuit of its aims requires.

Meetings will be publicised via the ICP website and there will be an open invitation to citizens to attend and observe, with opportunities to ask questions or contribute to debates at the Chair's discretion.

Quoracy will be established if 80% of the named partners are represented at the meeting. It is envisaged that voting on decisions of the Board will rarely, if ever, be required. If such circumstances arise, every effort will be made to gain votes from all partners, whether or not they are present at a particular meeting.

## **7. Declaration of Interests**

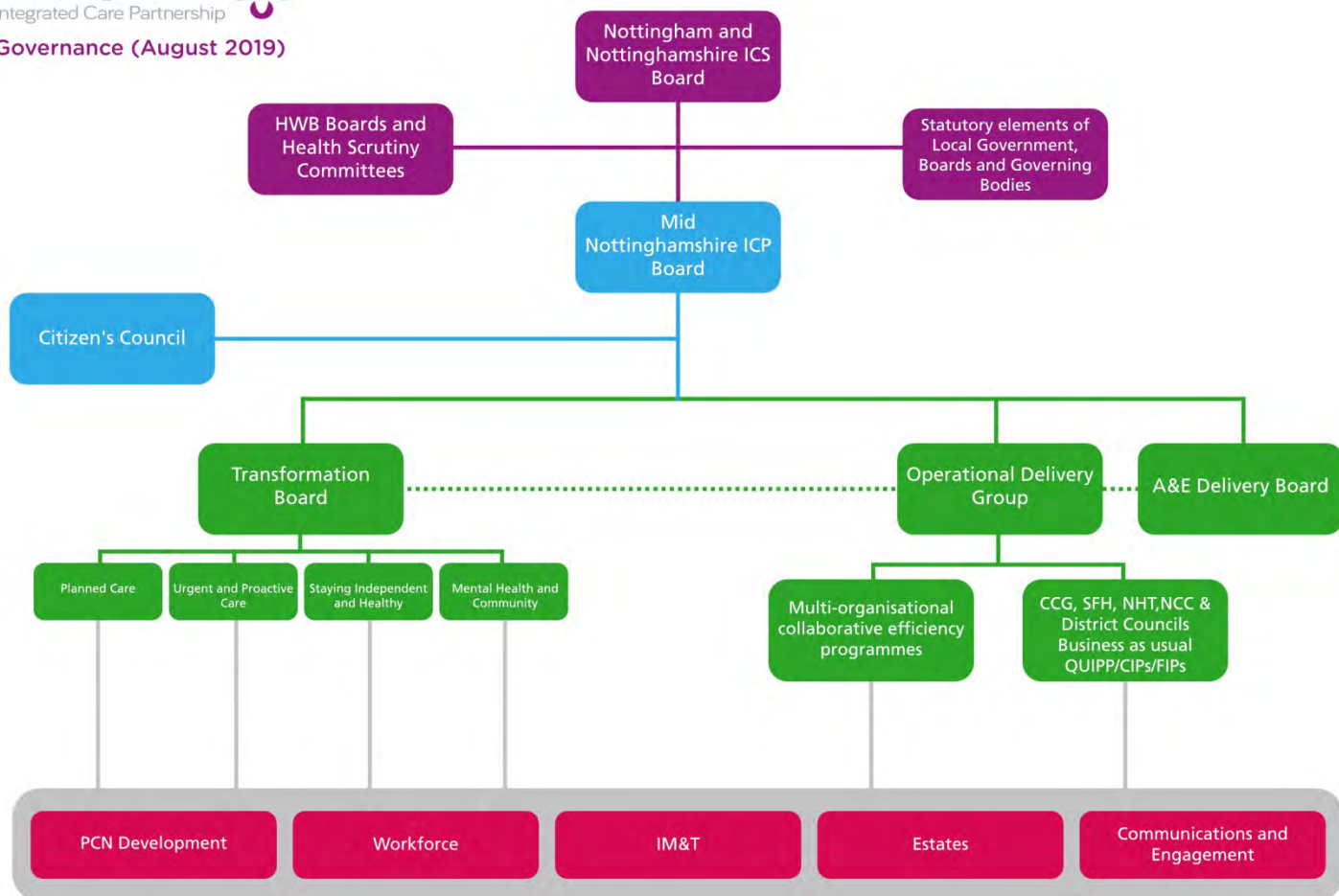
At the beginning of each meeting of the Board, members will be asked to declare any personal interest if it relates specifically to a particular issue under consideration. Any such declaration shall be formally recorded in the minutes for the meeting.

## **8. Review of Terms of Reference**

It is clear that the partnership will develop and evolve over time, and the process of integrating support, care, diagnosis and treatment services is likely to challenge established organisational and structural boundaries. This may lead to the need and desire to change organisational structures in pursuit of the goals of the ICP.

The Terms of Reference will be reviewed at least annually or when there is a material change to the composition or operation of the ICP. Any proposed amendments to the Terms of Reference will be submitted to the Board for approval.

Version 3 amended 14/8/19



## **ICP Board Briefing – Transition from and Alliance Agreement to ICP Agreement**

### **Background**

The Mid-Notts Better Together programme was established in 2012/2013 to deliver transformation of health and care services through new care models. The original intention was to commission the new care models through a lead provider model.

In accordance with the procurement legislation in force at the time a most capable provider process was completed. The process resulted in no provider/providers being assessed as capable of delivery of the new care models. An alternative contracting model was proposed in the form of an Alliance Contract Agreement.

This contract model was developed between Mid Notts commissioners and providers resulting in Alliance Contract established with effect from 1<sup>st</sup> April 2016.

Key features of the Contract:

- Created before the April 2016 changes to the EU Public Procurement Regulations
- Agreement on how organisations will work together, not replacing NHS Standard Contracts.
- Includes Principles, Behaviours and Outcomes , with an overriding principle of ‘Best for Service’
- It recognised the importance of GPs in the Alliance and provided for GPs when developing federated bodies becoming members of the Mid -Notts Alliance
- Includes Commissioners and Providers
- Contract length up to 10 years (with break points at March 2017 and March 2019)
- Two levels of membership – Full and Associate. Difference in participation and voting rights
- Governance and decision making process
- Year 1 included a number of transition activities
- Inclusion of Schedules relating to Dispute Resolution and Change Control

The contract has been subject to a number of changes, including changes to membership and changes to governance structures. Relationships between Alliance participants evolved further as part of Mid Notts PACS Vanguard.

Publication of the NHS LTP and policy direction of collaboration rather than competition has created a new system architecture and creation of ICP's and PCN's. NHSE have published a draft ICP Agreement with the following rationale.

***“The ICP Contract is intended to promote an environment at the ‘place’ tier, in which different teams and services can come together in a coordinated way, incentivising organisations to focus on delivering better patient care and improving the health of the population as a whole. The contract is designed to allow this to be achieved in a transparent way, ensuring consistency with all national NHS standards and***

***requirements, whilst establishing clear accountability through a lead provider. The long-term health and care outcomes for the population are the priority, and the prevention which the contract seeks to incentivise is vital to achieving improvement in those outcomes.***

***At present, health and care services are bought from and delivered by a range of provider organisations (including GP practices, NHS trusts and foundation trusts, local authorities, voluntary sector and private sector providers), under different contracts on different terms and with different funding and incentive arrangements. Those terms and financial arrangements do not always encourage providers to work together to provide joined-up care for local people, and no one provider has accountability for the health and care of any individual person.***

***In many parts of the country, commissioners and providers are working to try to overcome this, by putting in place overlaying agreements (sometimes known as ‘alliance agreements’) which formalise their commitment to work together to integrate the various different services, and together deliver them on a more coherent basis which better meets the needs of local people.***

***Some local commissioners want to go further: to commission packages of services through a single contract to build in integration and ensure that contracts, funding and organisational structures all help rather than hinder staff to do the right thing and to define more clearly who has overall responsibility for co-ordinating care. We have therefore developed a prototype contract – a variant of the generic ‘NHS Standard Contract’ which is already used to commission a broad range of NHS services – that is specifically designed to enable integration through a single contract that could be used to commission both primary medical services and other health and care services. It sets out:***

- a consistent objective to deliver integrated, population-based care***
- consistency in terms and conditions, removing the risk of conflicting priorities or requirements getting in the way of clinicians doing the right thing for patients***
- a population-based payment approach, allowing flexible redeployment of resources to best meet needs and encourages a stronger focus on overall health, rather than simply paying for tightly defined activities***
- aligned incentives across all teams and services.***

***NHS England/Improvement is committed to ensuring a controlled and incremental approach to the adoption of the ICP Contract.***

#### **Transition to an ICP Agreement**

As NHSE are looking at an incremental approach to the introduction of the ICP Contract there is an opportunity for the Mid Nottinghamshire ICP, to use the current Alliance Agreement as a bridge



between the current arrangements to reflect the emerging ICP and those formal arrangements proposed with the publication of the ICP Standard Form Contract in August 2019.

In considering the amended Alliance Agreement to form an interim ICP Agreement that supports the transition phase, or to agree to the development of a new interim ICP Agreement, members of the ICP will need to consider the points below.

- The benefit of amending current Alliance agreement is continuation of pre April 2016 agreement and has potential for mitigating procurement risk of in scope services, allowing the ICP to continue with the projects of work currently in train.
  - Whilst a challenge to a new Agreement may be slim, and in effect the Commissioners retain the procurement risk, should the decision be to end the current Agreement and move to a new interim ICP Agreement the potential delay to current service transformation projects should be considered as there would be no vehicle for contracting integrated pathways
  - The current Alliance Agreement allows the parties to develop a Service Operational Manual (SOM) that will describe how we have amended services/moved resources and then reflected in our overarching Services Contracts. If the Alliance Agreement is not revised to provide an Interim ICP Agreement then this contracting ability will not be available until a new ICP Agreement can be drafted and agreed
  - The SOM is the mechanism we have used to contract the MSK and End of Life Services, if the current Alliance Agreement is not amended to migrate to an interim ICP Agreement, this will leave these two services with no contract vehicle and a potential risk of the ongoing operational delivery of the service
  - Both the HFID and IRRS projects are being developed and in the case of HFID partially in delivery on the basis of the current Alliance Agreement and the principles within, therefore at risk of delay if the contract vehicle is no longer available
- Membership of the ICP requires confirmation, the amended Agreement assumes all parties are included but this will require clarification and confirmation in terms of the anticipated requirements and obligations of each provider to become a Provider Participant
  - Integrated Care Partnerships will be provider vehicles for the delivery of services and therefore the CCG will be unable to be a party to the bridging Agreement and any future formal ICP contract
  - As a provider vehicle all parties to either, the bridging Agreement, and a future formal model will be required to be part of the supply chain of services for full membership of the ICP.
- The interim Agreement based on the amended version of the Alliance Agreement assumes that there will be a period of transition and in the case of PCNs will allow them during that transition phase to determine the role they will play and how they will be integrated into the formal ICP. As members of the interim ICP Agreement the PCNs will be provided with the framework to support this transition.

- The amended interim Agreement recognises the need for the ICP to identify how other providers are able to participate if other participants are not yet identified – Third Sector as an example

The original Alliance Agreement has been amended to reflect the current position and the points detailed above.

### **Summary**

The publication of the NHSI/E proposed contract for the ICP has identified the future direction of travel for developing ICPs and following the review of the Alliance Agreement by responsible officers the recommendation is that the option to amend the existing Alliance Agreement would be the preferred option to provide an interim Agreement whilst our ICP transitions to a formal ICP.

Using the Alliance Agreement as an interim ICP Agreement will allow us to frame our direction of travel and support the more detailed development of the ICP Outcomes and objectives that will align to the Outcome Framework of the ICS and Strategic Commissioning Intentions in delivering the NHS Long Term Plan.

### **Actions for ICP Board Members**

Members of the ICP Board are asked to consider the discussion points raised and to support the recommendation that the existing Alliance Agreement is amended to provide an Interim ICP Agreement to protect the procurement options, services currently being delivered under the Alliance Agreement and to provide an interim platform for us to develop the ICP in accordance with the publicised ICP contracting approach

Once this principle is agreed the re-drafting of the Interim ICP Agreement can be completed for approval at a forthcoming ICP Board and then for onward approval via individual organisational governance routes.

Lorraine Palmer (ICP) Neil Moore (CCG) September 2019

Dated

2019

NOTTINGHAMSHIRE COUNTY COUNCIL	(1)
NEMS COMMUNITY BENEFIT SERVICES LIMITED	(2)
ASHFIELD DISTRICT COUNCIL	(3)
EAST MIDLANDS AMBULANCE SERVICE NHS TRUST	(4)
NOTTINGHAMSHIRE HEALTHCARE NHS FOUNDATION TRUST	(5)
SHERWOOD FOREST HOSPITALS NHS FOUNDATION TRUST	(6)
MANSFIELD DISTRICT COUNCIL	(7)
NEWARK AND SHERWOOD DISTRICT COUNCIL	(8)
NOTTINGHAM UNIVERSITY HOSPITALS NHS TRUST	(9)
PRIMARY INTEGRATED CARE SERVICES	(10)
PRIMARY CARE NETWORK – MANSFIELD NORTH	(11)
PRIMARY CARE NETWORK – MANSFIELD SOUTH	(12)
PRIMARY CARE NETWORK - ASHFIELD NORTH	(13)
PRIMARY CARE NETWORK – ASHFIELD SOUTH	(14)
PRIMARY CARE NETWORK – NEWARK	(15)
PRIMARY CARE NETWORK – SHERWOOD	(16)

(LIST TO BE FORMATTED INTO ALPHABETICAL ORDER ONCE

PARTIES CONFIRMED)

MID NOTTINGHAMSHIRE INTEGRATED CARE  
PARTNERSHIP (ICP) INTERIM AGREEMENT TO  
SUPPORT AND ENABLE THE PROVISION OF  
INTEGRATED URGENT, PROACTIVE, ELECTIVE  
CARE, MENTAL HEALTH AND VARIOUS SOCIAL  
CARE SERVICES FOR MID-NOTTINGHAMSHIRE

VS 6 Working Draft

DRAFT BASED ON ALLIANCE AGREEMENT DEVELOPED BY



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**BETWEEN**

- 1 NOTTINGHAMSHIRE COUNTY COUNCIL** whose principal office is at County Hall, Loughborough Road, West Bridgford, Nottingham NG2 7QP ("**NCC**");

with Mansfield and Ashfield CCG, Newark and Sherwood CCG together being referred to in this Agreement as the "**Mid-Notts CCGs**" or the "**healthcare Commissioner Participants**" and with NCC together being referred to in this Agreement as the "**Commissioner Participants**". As an ICP Participant, NCC is both a commissioner and provider of social care services and as part of our ICP NCC shall both represent and manage its directly provided services and its commissioned providers subject to any of its providers becoming a member of our ICP directly.

- 2 NEMS COMMUNITY BENEFIT SERVICES LIMITED** which is an industrial/provident organisation under number 29847R and whose registered office is Fanum House, 484 Derby Road, Nottingham, NG7 2GT ("**NEMS**");

- 3 ASHFIELD DISTRICT COUNCIL** whose principal office is Council Offices, Broadway, Brook Street, Sutton in Ashfield, Nottinghamshire NG17 1AL ("**ADC**");

- 4 EAST MIDLANDS AMBULANCE SERVICE NHS TRUST** of 1 Horizon Place, Mellors Way, Nottingham Business Park, Nottingham, Nottinghamshire NG8 6PY ("**EMAS**");

- 5 NOTTINGHAMSHIRE HEALTHCARE NHS FOUNDATION TRUST** of The Resource, Trust HQ, Duncan Macmillan House, Porchester Road, Nottingham, Nottinghamshire NG3 6AA as authorised by Monitor on 1 March 2015 ("**NHCT**");

- 6 SHERWOOD FOREST HOSPITALS NHS FOUNDATION TRUST** of King's Mill Hospital, Mansfield Road, Sutton in Ashfield, Nottinghamshire NG17 4JL as authorised by Monitor on 1 February 2007 ("**SFHT**");

- 7 MANSFIELD DISTRICT COUNCIL** whose principal office is at Civic Centre, Chesterfield Road South, Mansfield, Nottinghamshire NG19 7BH ("**MDC**"); and

- 8 NEWARK AND SHERWOOD DISTRICT COUNCIL** whose principal office is Castle House, Great North Road, Newark, Nottinghamshire NG24 1BY ("**N&SDC**");

- 9 NOTTINGHAM UNIVERSITY HOSPITALS NHS TRUST- REGISTERED ADDRESSES TO ADD**

- 10 PRIMARY INTEGRATED CARE SERVICES**

- 11 PRIMARY CARE NETWORK – MANSFIELD NORTH**

- 12 PRIMARY CARE NETWORK – MANSFIELD SOUTH**

- 13 PRIMARY CARE NETWORK - ASHFIELD NORTH**

- 14 PRIMARY CARE NETWORK – ASHFIELD SOUTH**

- 15 PRIMARY CARE NETWORK – NEWARK**

- 16 PRIMARY CARE NETWORK – SHERWOOD**

with EMAS, NHCT, SFHT, NEMS, MDC, ADC, N&SDC, NUH, PICS, PCNMN, PCNMS, PCNAN, PCNAS, PCNN, PCNS being referred to in this Agreement as the **ICP Provider Participants** together being referred to as "We" or "Us" or the "ICP Participants."

## **BACKGROUND**

- (A) This Agreement is intended to be a bridging document to support the transition between the Alliance and a formal ICP with the objective of meeting the future policy direction and the aspiration of a full ICP Standard Form Contract and as set out in the guidance published in August 2019, recognising that during this transition phase we will work with system partners to determine how we as a system will move towards a fully integrated ICP. Including how we will integrate with:
  - a) General Practice
  - b) Private Sector
  - c) Voluntary Sector
  - d) Other providers of services within our ICP footprint
- (B) The Strategic Commissioners are the statutory bodies responsible for buying the Services (as defined in Schedule 1) for people who live in mid-Nottinghamshire.
- (C) The ICP Provider Participants are providers of a range of Healthcare Services (as defined in Schedule 1) for people who live in mid-Nottinghamshire. The ICP Participants may be extended to include additional providers of a range of Healthcare Services and Social Care Services (as defined in Schedule 1) as envisaged by Clauses 2.8 to 2.11.
- (D) The Commissioners intend to ensure integrated, high quality, affordable and sustainable Services are delivered in the most appropriate way.
- (E) "**Better Together**" was a programme that would transform the Services for future populations in mid-Nottinghamshire (the "**Programme**"). The ICP Participants will through the principles of Better Together ensure that the population in mid-Nottinghamshire receives the best possible care, with joined up services that continue to meet future challenges and that embrace opportunities for improvement.
- (F) Our Alliance was formed in early 2016 following an assessment of provider capability in accordance with the NHS (Procurement, Patient Choice and Competition) (No 2) Regulations 2013. The ICP is forming in 2019 to continue the work of the Alliance and with a foundation of providers who were participants in the assessment of provider capability.
- (G) The ICP Participants will continue to deliver the strategy to transform the Services as described above, and it is anticipated that this Agreement will facilitate the objectives of the Programme as more fully described in this Agreement.
- (H) We recognise that the Commissioners have a statutory responsibility to identify health and social care needs of the mid-Nottinghamshire population. In that capacity, the Commissioner has a role as commissioners of the arrangements described in this Agreement. And whilst the Commissioners are no longer participants of this Agreement they will continue to share the collective responsibilities for the achievement of the ICP Objectives. Accordingly, there are some circumstances in which the Commissioner shall have different roles, rights and obligations (reflecting their commissioning function) but otherwise We shall work together in accordance with the Principles set out within this Agreement.
- (I) This Agreement replaces the Alliance Agreement entered into by Us in April 2016 (as varied by three Deeds of Variation) and as revised in 2017 and is designed to re-state Our commitment to the achievement of the ICP Objectives. It is a continuation of rather than a replacement of Our work together as part of the Programme.

- (J) Our ICP is the local delivery mechanism for the Nottingham and Nottinghamshire Integrated Care System Plan (ICS).
- (K) Over the period of this Agreement, We will work together positively and in good faith in accordance with the ICP Principles and in order to achieve the ICP Objectives.
- (L) This Agreement supplements and operates in conjunction with various Services Contracts between the Commissioners and the ICP Provider Participants (as more fully described in Section C of this Agreement).
- (M) The terms set out in this Agreement will be superseded by any formal ICP Standard Form Contract the ICP Providers enter into.

**IT IS AGREED AS FOLLOWS:**

**1 Definitions and Interpretation**

- 1.1 The provisions of this Agreement are to be interpreted in accordance with Schedule 1 (Definitions and Interpretation).

**2 Purpose of this Agreement**

- 2.1 We have agreed to form an ICP to progress the work of the Programme and, in particular, to establish an improved financial, governance and contractual framework for the delivery of the Services for mid- Nottinghamshire.
- 2.2 We have therefore agreed to develop and enter into this Agreement for the delivery of the Services to people in mid-Nottinghamshire.
- 2.3 We recognise that the successful implementation of the ICP will require strong relationships and the creation of an environment of trust, collaboration and innovation.
- 2.4 This Agreement sets out the key terms We have agreed with each other including the agreed outcomes and indicators for the Services. This Agreement will supplement and operate in conjunction with:
  - (a) the Services Contracts (see Section C below for more details);
  - (b) the NCC Services Contracts (in so far as it is possible to do so);
  - (c) any other local partnering arrangements relevant to the Services;
  - (d) the joint commissioning arrangements between the Mid-Notts CCGs and NCC;
  - (e) and be superseded by any formal ICP Contract entered into by ICP Provider Participants.
- 2.5 This Agreement is referred to in, supplements and works alongside the Services Contracts. It is designed to supplement and work alongside the Third Party Service Contracts. In other words, this Agreement is the overarching agreement that sets out how We will work together in a collaborative and integrated way and the Service Contracts, the Service Operations Manual and Third Party Service Contracts respectively set out how We will provide the Services.
- 2.6 Each of Us will perform Our respective obligations under Our respective Services Contract/Third Party Service Contract and the Service Operations Manual as applicable.
- 2.7 We acknowledge that the overall quality of the Services will be determined by Our collective performance and We agree to work together as described more fully in Section B below. Our plans for delivering the Services and improving care are set out in the ICP Work Plan.

### Admission of new ICP Participants

- 2.8 We have together made a clear commitment to secure the engagement of General Practice in mid-Nottinghamshire as part of Our ICP: this reflects the significant role of General Practice as a provider of care and support. The involvement of General Practice in Our ICP is contingent upon the development and formation of the six Primary Care Networks (PCNs) within mid-Nottinghamshire with authority and legitimacy to make binding decisions on behalf of General Practice within the PCN footprint.
- 2.9 PCNs will be ICP Participant(s) under the new interim ICP Agreement and during this transition phase to a formal ICP Contract We will work with the PCNs and General Practice to determine which option the PCNs will adopt in becoming Participants of the ICP either:
- a) Through an “Integration Agreement” which will see General Practice retain its active GMS and PMS contracts and enter into an Agreement with the ICP which will be known as the Integration Agreement; or
  - b) As part of a fully integrated ICP when General Practice may choose to suspend its active GMS/PMS contracts and become either salaried GPs working within the ICP or as sub-contractors to the ICP.
- (reference Q14 ICP Contract Questions and Answers Document)
- 2.10 In addition to Clauses 2.8 and 2.9, any provider organisation which provides critical and/or significant health and/or care services in mid-Nottinghamshire may apply to join Our ICP and/or may be invited to join Our ICP by the ICP Board in each case subject to the unanimous agreement of all Full ICP Members (as defined in Clause 8.1) and subject to the terms of this Agreement.
- 2.11 In determining whether to admit any provider as an ICP Participant, the Full ICP Members shall act reasonably and in accordance with the ICP Principles and Behaviours (set out in Clause 6 below). No additional third party organisation shall be admitted as an additional ICP Participant unless and until:
- (a) the Full ICP Members unanimously agree to the admission of the proposed additional ICP Participant having conducted such due diligence as they shall reasonably agree;
  - (b) the Full ICP Members have agreed any amendments as are necessary to this Agreement in respect of the admission of the additional ICP Participant (such Changes to be recorded in accordance with Clause 22 and Schedule 6); and
  - (c) the new ICP Participant has agreed to be bound by the terms of this Agreement with effect from the date of any document evidencing their admission to Our ICP.
- 2.12 The terms of this Agreement are set out in the following sections:
- (a) **SECTION A:** sets out the objectives and principles of the ICP. This section applies to all of Us.
  - (b) **SECTION B:** sets out each of Our roles in the ICP, and the governance of the ICP. This section applies to all of Us.
  - (c) **SECTION C:** sets out Our agreed arrangements relating to the Services Contracts for the delivery of the Services, ensuring improved coordination of care and greater collaboration between. This section applies to the Provider Participants.
  - (d) **SECTION D:** sets out how We manage Our performance, financial risk and benefit sharing mechanisms. This section applies to all of Us.



- (e) **SECTION E:** sets out the remaining contractual terms. This section applies to all of Us.

### **3 Term**

- 3.1 This Agreement shall be deemed to have come into force on the Commencement Date and, subject to Clause 3.2, Clause 3.3 and the provisions for earlier termination set out in this Agreement, will expired on 31 March 2019 ("**Initial Period**").
- 3.2 It is the intention of the ICP Participants that this Agreement will extend beyond the Initial Period. Accordingly, and subject to clause 3.3 below, unless the ICP Board agrees otherwise before the end of the Initial Period, this Agreement shall automatically extend for period of seven (7) years from the expiry of the Initial Period or until such time we transition into a fully Integrated ICP and this Agreement is superseded by a formal ICP Standard Form Contract
- 3.3 We recognise the particular political context in which NCC operates and the need for key decisions to be taken by the appropriate NCC committee. Accordingly, we recognise that NCC will require NCC committee approval to extend its involvement in Our ICP beyond the end of the Initial Period. Whilst it is the current intention to extend Our ICP beyond the Initial Period, We agree that NCC may decide that it is unable to continue as an ICP Participant beyond the Initial Period and NCC's involvement in Our ICP will therefore terminate with effect from the end of the Initial Period unless NCC serves prior notice in writing to the ICP Leadership Board to continue its participation beyond the Initial Period. In such circumstances, the remaining ICP Participants may agree, in accordance with clause 3.2, to proceed with Our ICP beyond the Initial Period notwithstanding the withdrawal of NCC as an ICP Participant.
- 3.4 Any extensions beyond the Initial Period will be on the same terms and conditions as this Agreement.

## **SECTION A: ICP OBJECTIVES, PRINCIPLES AND BEHAVIOURS**

### **4 ICP Principles and Behaviours**

- 4.1 In striving to achieve the ICP Objectives and the Outcomes, We have committed to the following principles and behaviours:

#### ICP Principles

- 4.2 Our agreed '**ICP Principles**' are that:

- (a) We shall encourage cooperative behaviour between Ourselves and engender a culture of "Best for Service" including no fault, no blame and no disputes where practically possible;
- (b) We shall seek to ensure that sufficient resources are available, including appropriately qualified staff who are authorised to fulfil the responsibilities set out in this Agreement;
- (c) We shall assume joint responsibility for the achievement of the Outcomes;
- (d) We commit to the principle of collective responsibility and to share the risks and rewards (in the manner to be determined as part of the ICP Work Plan) associated with the performance of the ICP Objectives;
- (e) Our ICP activities shall adhere to statutory requirements and best practice by complying with applicable laws and standards including EU procurement rules, EU and UK competition rules, data protection and freedom of information legislation; and
- (f) We agree to work together on a transparent basis (for example, open book accounting where possible) subject to compliance with all applicable laws, particularly competition law, and agreed information sharing protocols and ethical walls.

### ICP Behaviours

4.3 Our agreed '**ICP Behaviours**' are that:

- (a) We shall collaborate and **co-operate** by establishing and adhering to the governance arrangements as defined in this Agreement;
- (b) We shall be **accountable** by taking on, managing and accounting to each other for the performance of Our respective roles and responsibilities;
- (c) We shall be **open** and communicate openly about major concerns, issues or opportunities relating to the Programme and the achievement of the Outcomes;
- (d) We shall learn, develop and seek to achieve full potential by **sharing** appropriate information, experience and knowledge so as to learn from each other and to develop effective working practices;
- (e) We shall work **collaboratively** to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (f) We shall adopt a **positive** outlook by behaving in a positive, proactive manner;
- (g) We shall act in a **timely** manner by recognising the time-critical nature of the Programme and respond accordingly to requests for support;
- (h) We shall **act in good faith** to support achievement of the Outcomes and compliance with the ICP Principles; and
- (i) We shall **work together** as a single, integrated high performance team ('one system, one budget') and make decisions to achieve the Outcomes.

4.4 Over the life of the ICP, the actual provision of Services will alter on the basis of the most effective utilisation of staff, premises and other resources (in terms of cost and quality) and whilst there will be co-operation between Us as to the design of care models this will not:

- (a) preclude competition between Us in respect of service provision as is needed to achieve the ICP Objectives and which will be reflected in the Services Contracts and changes to those Services Contracts.

## **5 ICP Objectives**

5.1 Our vision is simple: to create happier, healthier communities with the goal of reducing differences in healthy life expectancy (the number of years that people live in good general health) by three years. The current difference in healthy life expectancy in Nottinghamshire between the healthiest and the least healthy is 14.9 years for men and 14.4 years for women. People who are happier and healthier will need less support from local services, freeing up resources for those who do need extra care.

5.2 In Nottinghamshire, the Integrated Care System (ICS) intends to do this by focusing on five areas:

- (a) prevention,
- (b) pro-active care,
- (c) self-management and personalisation,
- (d) urgent and emergency care, mental health,

- (e) value resilience and sustainability.

In Mid Nottinghamshire we are committed to working together on plans that deliver these ICS priorities and reach our aspiration to support the people who live and work in Mansfield, Ashfield, Newark and Sherwood to live longer and enjoy 'good health' for an extra three years.

5.3 Our intention is that Our ICP will provide a financial, governance and contractual framework that delivers the Commissioner Participants' key objectives so to be able to meet demand from changing levels of need, changing funding levels, new legislation and/or policy imperatives by:

- (a) ensuring health and care system sustainability through reduced system cost whilst maintaining appropriate quality and Service User safety;
- (b) securing best value for the public sector budget in terms of outcomes per pound spent;
- (c) ensuring that integrated health and care services are delivered coherently and that fragmentation of service delivery is minimised by reducing organisational, professional and service boundaries;
- (d) directing resources to the right place in order to adequately and sustainably fund the right care for improved patient outcomes;
- (e) incentivising the achievement of positive outcomes for the benefit of the population's health and wellbeing;
- (f) supporting the process of transition to new care, support and well-being models delivering improved outcomes for Service Users; and
- (g) protecting and promoting Service User choice.

5.4 Accordingly, we have agreed a set of objectives (together the '**ICP Objectives**') that We wish to achieve through the activities of Our ICP. Our ICP Objectives are:

- (a) improved outcomes for people who live and work in Mid-Nottinghamshire;
- (b) seamless Mid-Nottinghamshire citizen journey/experience irrespective of their care needs (i.e. health or social care);
- (c) health and care services that are accessible;
- (d) health and care services are local where appropriate;
- (e) health and care services place a focus on prevention;
- (f) health and care system sustainability through reduced system cost; and
- (g) (and in doing all of the above) to protect and promote choice.

5.5 The ICP Provider Participants acknowledge and accept that the ICP Board may seek to shift activity and service specifications under the respective Services Contracts in order to achieve the ICP Objectives. We may utilise a Service Operations Manual to effect the necessary changes in service specifications, activity plans etc.

*Best for Service Decision Making*

5.6 We know that We will have to make decisions together in order for Our ICP to work effectively. We agree that We will always work together and make decisions on a Best for Service basis in order to achieve the ICP Objectives and the Outcomes, unless any one of the Reserved Matters listed in Clause 10 applies.

### Compliance with legal obligations

- 5.7 We shall support each other to achieve compliance with each of Our statutory responsibilities. Accordingly, nothing in this Agreement will require any of Us to do anything which is in breach of Our legal obligations (including procurement and competition law) or which breaches any regulatory or provider licence requirements.

## **6 OUTCOMES**

- 6.1 The integrated Care System Outcomes Framework (ICS OF) will be the key framework from which the ICP will derive our outcomes and objectives.
- 6.2 The ICS OF will build on but not be limited to the NHS Long Term Plan and Strategic Commissioning Intentions in the formation of its Outcomes Framework.
- 6.3 During the the transition phase the ICP will build on its vision and objectives set out in Schedule 4 of this document to align and deliver the ICS OF.

## **7 Delivery Programmes**

- 7.1 The ICP will determine the delivery programme that is fit for purpose and will build on the five ICS priorities set out in clause 5.2 Objectives.
- 7.2 Our ICP Work Plan will also set out our plans and programmes of work that will support our transition from an Alliance to formal ICP and will incorporate the following elements that will build on the work of the Alliance and support our future direction of travel:
- (a) Following policy direction published in August 19 the transition between an Alliance Agreement to an ICP Standard Form Contract.
  - (b) To link and align the work of the Mid Nottinghamshire ICP to the ICS and ICPs within Greater Nottinghamshire and Rushcliffe to build on synergies and shared learning.
  - (c) Design, development and implementation of integrated pathways and models of care.
  - (d) Development of a capitated budget (see also Schedule 5 of this Agreement).
  - (e) ICP communication and engagement strategy.
  - (f) System and local supported cost improvements and QIPP programmes underpinning the shared Control Total.
  - (g) Future pipeline schemes currently in development within the delivery programmes.
  - (h) Triangulating national incentive / penalty regimes and ensuring that requirements are met as part of programme delivery.
- 7.3 The period from September 19 onwards will involve the provision of the Services by Us so as to achieve the Outcomes and the ICP Objectives, to be underpinned and supported by the commercial principles and models of care that have been and are to be developed and agreed as part of the ICP Work Plan.
- 7.4 Schedule 3 (Delivery Programmes) sets out Our intentions to develop Delivery Programmes that will deliver the ICS and ICP vision.

We recognise that as the Delivery Programmes develop and evolve during the first phase of this Agreement that one or more of Us may wish/need to move from one category of ICP

Membership to another (see Clause 8 below). By way of example only, this may reflect an individual organisation's ability/inability to share in the risks and rewards as determined by the Delivery Programmes or an ability/inability to contract on the proposed capitated payment mechanism. In those circumstances, one or more of Us may request a change to Our role within the ICP and shall do so in accordance with the procedure set out in Clause 8.

## **SECTION B: ICP PARTICIPANTS ROLES AND GOVERNANCE OF THE ICP**

### **8 ICP Provider Participants Roles**

8.1 This Clause 7 sets out Our collective and individual roles and responsibilities. This Clause 7 should be read together with Clause 9 (ICP Governance) and Schedule 7 (Governance).

#### **All ICP Participants**

8.2 We shall all be responsible for:

- (a) providing system leadership;
- (b) establishing an environment that encourages collaboration;
- (c) engage with stakeholders in a coordinated and integrated way;
- (d) acting in good faith in the best interests of Mid-Nottinghamshire Citizens;
- (e) developing new models of care and associated Outcomes;
- (f) through high performance, unlocking and generating enhanced value for the population of mid-Nottinghamshire;
- (g) monitoring and managing the achievement of the Outcomes; and
- (h) taking responsibility for and managing the risks in performing the Services (subject to the risk/reward sharing principles in Schedule 5).

#### **The ICP Provider Participants**

8.3 The ICP Provider Participants shall:

- (a) provide a healthy and safe working environment;
- (b) design, develop and implement services within the allocated funding identified by the Commissioners/ICS to deliver the outcomes for the population of Mid-Nottinghamshire;
- (c) implement performance recording to allow progress against the non-cost Outcomes to be tracked;
- (d) adhere to standards relevant to the Services and as defined by the Commissioner Service Contracts and in the future the ICP Standard Contract;
- (e) promote and develop a co-operative and high performing culture, and a way of working:
  - (i) that promotes and drives integration, co-operation, innovation and continuous improvement;
  - (ii) where information is shared appropriately;

- (iii) where communication is honest and respectful; and
  - (iv) is founded upon ethical and responsible behaviour and decision making, without losing sight of corporate and individual accountability; and
  - (f) provide skilled resources for delivery of services (i.e. including relevant know-how).
- 8.4 Where any ICP Provider Participant has any other contract for services with any of the Commissioners, the ICP Provider Participant concerned will ensure that there is no duplicated recovery of charges for the same service or resource, nor is any activity moved between contracts to provide a financial advantage to that ICP Provider Participant.

## **9 Categories of ICP Participation**

- 9.1 We recognise that some of Us have a more significant role to play in the design and delivery of the Services and the required transformation plans. We recognise that as the ICP develops and the ICP Standard Form Contract determines how we will move to be accountable ICP Providers that some of Us through existing Statutory Obligations and/or Organisational choice are less able to participate fully in the formal ICP. This includes such requirements as accountability for the design and delivery of services, services and associated funding included as part of the a capitated payment model for the Services and/or in sharing system wide health and care risks across mid-Nottinghamshire. As a result we have identified the following categories of membership of Our ICP:

- (a) Full ICP Member: this is an ICP Participant which:
  - (i) plays an active role in the plans for system transformation and place-based systems of health and care in accordance with NHS England's Long Term Plan;
  - (ii) has services, resources and associated funding that will be included as part of the ICP Control Total and/or Capitated budget;
  - (iii) has services that are integral to the design and development of new services and pathways and will be included in service redesign and transformation as part of the ICP development of integrated care to meet the aims and objectives of the ICP, and to include the movement or re-deployment of resources across the services to best meet the needs of the Mid-Nottinghamshire population;
  - (iv) is entitled to attend and vote at meetings of the Mid-Nottinghamshire ICP Board;
  - (v) subject to what is agreed as part of the ICP Work Plan, shares the risks and rewards for the delivery of the in-scope Services. This includes sharing the risks/rewards associated with the delivery of the Services, together with the risks/rewards of achieving the agreed Outcomes by way of risk and reward payment mechanism set out within any Capitated Budget; and
  - (vi) commits to the principles of transparency and open book accounting where possible.
- (b) Associate ICP Member: this is an ICP Participant which:
  - (i) shall be invited to attend and contribute to meetings of the ICP Board but not to vote at such meetings;
  - (ii) is likely to have some of its services payment related to the achievement of the agreed Outcomes; and

- (iii) will not be expected to or obliged to assume/receive a share of risks and rewards.

9.2 As at the date of this Agreement We have agreed the following categorisation across the ICP Participants:

(a) Full ICP Members: , **Need to confirm these**

(b) Associate ICP Members: , **Need to confirm these**

(In attendance at ICP Board - Strategic Commissioning Representatives, M&A CCG. N&S CCG.)

9.3 This categorisation has been agreed by Us on the basis of Our expectations of the output of the ICP Work Plan.

9.4 However, We recognise that it is possible that the above categorisation of ICP membership may need to change and that some of Us may wish/need to move from one category of ICP membership to another. Should those circumstances arise, We each commit to give as much notice as possible to the other ICP Participants together with full reasons why a change of membership category is desired/required. We commit to act transparently and in good faith in such circumstances recognising the significant implications for Our ICP that may flow from such a decision.

9.5 Any additions to or removal from the list of Full ICP Members set out in Clause 8.2(a) above will be subject to the approval of the Full ICP Members acting unanimously and in accordance with the ICP Principles and Behaviours.

#### Non-ICP Providers

9.6 Whilst not strictly speaking a category of ICP membership, there is a group of service provider organisations which will have an important role to play in the design and delivery of the Services aimed at better achieving the agreed Outcomes (such as those providing Services pursuant to Third Party Service Contracts). It is expected that these providers will be invited to attend relevant meetings of the Supporting Governance Groups and/or groups tasked with Service development and relevant meetings of the ICP Board when such proposals are discussed and debated.

9.7 We will establish a Citizen's Council (or equivalent - in accordance with clause 9.5 below) which shall be engaged by the Supporting Governance Groups as appropriate to ensure that We receive Service User insight, contribution and influence on the issues being considered and developed by Our ICP. This is in keeping with the engagement principles agreed at the ICP Board.

### **10 ICP Governance**

10.1 We must communicate with each other and all relevant staff in a clear, direct and timely manner to optimise the ability for each of Us, the ICP Board and the Supporting Governance Groups to make effective and timely decisions to achieve the ICP Objectives.

10.2 If any of Us becomes aware of any actual or potential conflict of interest which is likely to have an adverse effect on Our ability to properly perform Our obligations under this Agreement, that ICP Participant must immediately notify the ICP Board of the actual or potential conflict of interest. The ICP Board shall determine how best to manage any identified conflict of interest.

10.3 Our ICP governance structure is illustrated in Schedule 7 (Governance) and includes the following:

- (a) An **ICP Board** – with responsibilities as set out in Clause 9.9 and Schedule 7 (Governance);
- (b) An **ICP Transformation Board (TB)** – with responsibility for (i) service transformation activities including clinical and enabling workstreams and the System Resilience Group; (ii) responsibility for ensuring co-ordination and alignment across the following workstreams/groups (identifying where necessary any interdependencies of the work of those workstreams/groups); and (iii) preparing, maintaining and submitting any Service Operations Manual detailing how We will work together, in particular in compliance with competition laws, to the ICP Board for approval. It is envisaged that the ICP Transformation Board (TB) shall comprise senior executives from each ICP Participant; The TB shall seek to resolve and differences or disputes between Us before escalation to the ICP Board in accordance with Schedule 8.
- (c) An **Operational Delivery Group (ODG)** will be formed to provide the responsibility for the oversight of those services that have been developed by the ICP Participants are now in live delivery. The group will monitor the services in accordance with the service KPIs agreed during the service development and provide an escalation route for operational decision making to remove blockages that are impacting the ability of the service to deliver in accordance with principles set out within this Agreement.
- (d) A **Programme Management Office (PMO)** – with responsibility to assure and support delivery of the ICP Work Plan and the four Delivery Programmes on behalf of the ICP Board and the TB. The PMO will establish a rigorous assurance interface with the Delivery Boards for each of the Delivery Programmes underpinned by a single performance framework:
- (e) An **ICP Care Integration and Development Team** will support the design, development and implementation of service change and transformation, including financial and data analysis support
- (f) Where required ICP Participant Steering Groups will be convened to support the delivery of key service change and transformation schemes and will report into the ICP governance structure as set out within the Transformation Flight Path. Task and finish groups will be arranged as and when required to underpin any transformation schemes

The groups described in 9.3(b) to (a) above are together referred to as the '**Supporting Governance Groups**' or each as a "**Supporting Governance Group**".

- 10.4 We recognise that each of Us has Our own regulatory and statutory responsibilities and that there will be some decisions that will need to be reserved for consideration and determination by Our individual Boards/Governing Bodies in accordance with Clause 10.2.
- 10.5 We shall establish a **Citizen's Council** which is an invaluable means of securing Service User insight, contribution and influence on the issues being considered by Us. We shall engage with the Citizen's Council and other public and patient groups (both health and social care groups) to ensure that We continue to meet Our collective obligations to engage with and inform citizens of matters affecting health and care services across Mid-Nottinghamshire.
- 10.6 We agree that We shall review the governance arrangements in Schedule 7 on a regular basis (no less than annually) and, where appropriate, revise those arrangements so as to best facilitate the achievement of the ICP Objectives.
- 10.7 Subject to the provisions of Clause 9.4, Clause 10 and Schedule 7 (Governance), We will be bound by the actions and decisions of the ICP Board carried out in accordance with this Agreement.
- 10.8 We shall each ensure that Our relevant ICP Board ICP Board Member (or their appointed deputy) attends all of the meetings of the ICP Board respectively whenever practicably



possible and participates fully and exercises its voting rights on a Best for Service basis and in accordance with Clause 5 (ICP Objectives) and Clause 6 (ICP Principles and Behaviours).

#### The ICP Board

- 10.9 The ICP Leadership Board is the group of people responsible for directing and leading the ICP.
- 10.10 We will each make sure that the ICP Board acts in accordance with Schedule 7 (Governance) Part 2 (ICP Board) and will:
- (a) ensure alignment of all organisations to the ICP vision and the ICP Objectives;
  - (b) review performance and determine strategies to improve performance or rectify poor performance;
  - (c) recommend policy as required;
  - (d) promote and encourage commitment to the ICP Principles and the Outcomes amongst Us;
  - (e) formulate, agree and implement strategies for achieving the Outcomes and the management of the ICP;
  - (f) oversee the implementation of this Agreement and all Services Contracts relating to the ICP;
  - (g) seek to determine or resolve any matter referred to it by the ICP TB/ODG on a Best for Service basis;
  - (h) review and approve or reject any proposed Change referred to it from any Supporting Governance Group pursuant to the Change Procedure;
  - (i) review and approve or reject the Terms of Reference for the ICP Board and the Supporting Governance Groups; and
  - (j) review and approve the Service Operations Manual detailing how We will work together, in particular in compliance with competition laws, as referred to it by the ICP TB/ODG.
- 10.11 Where recommendations or proposals submitted by a Supporting Governance Group are not approved by the ICP Board, the ICP Board shall provide comments or feedback for consideration by the relevant Supporting Governance Group which shall take account of any such comments or feedback and which may make revised recommendations or proposals.
- 10.12 Despite what is written in any other provision of this Agreement, no ICP Board decision will be effective if it makes any Change without following the Change Procedure and keeping proper written records that it has followed the Change Procedure.

### **11 Decision Making, Delegated Authority and Reserved Matters**

- 11.1 Except as provided for in Clause 10.3, We agree that We will always work together and make decisions on a Best for Service basis in order to achieve the ICP Objectives and the Outcomes. Our decisions will be made in accordance with the ICP Principles and We agree to act in accordance with the ICP Behaviours.

### Delegated Authority

- 11.2 We recognise that each of Us has Our own regulatory and statutory responsibilities and Our own internal governance arrangements. There may be some matters where Our respective Boards/Governing Bodies need to retain the ability to reserve the approval of some decisions for that Board/Governing Body. The limits of that authority will be recorded in Our own respective Schemes of Delegation as appropriate. We therefore acknowledge that Our relevant ICPB Member may not have the appropriate levels of delegated authority to make decisions at meetings of the ICP Board. Accordingly, some decisions will need to be considered and approved by Our individual Boards/Governing Bodies before final resolution by the ICP Board. Such decisions that may arise in the first year of operation of Our ICP include (i) the approval of any final proposals in relation to the ICP Work Plan; (ii) the approval of the ICPB Terms of Reference; (iii) the review and approval of any revised governance arrangements developed as a result of any review under clause 10.6 above; and (iv) any elements of the Services Operations Manual which relate to policy or strategic issues or which have funding implications. In order to facilitate the smooth running of Our ICP, We therefore agree that:
- (a) We shall strive to give as much advance notice of ICP Board business as is reasonably possible so as to allow Our relevant ICP Board Member to seek views and any necessary approvals or authority from their individual organisation;
  - (b) We shall seek to ensure that Our ICP Board Members have appropriate levels of delegated authority in order to consider and determine issues at meetings of the ICP Board;
  - (c) Where there are limits on the delegated authority of Our relevant ICP Board Member, We shall advise the other ICP Board Members of those limits and what additional approvals or authorisations will be required to participate in and make decisions at meetings of the ICP Board; and
  - (d) We recognise that the conditions set out in this clause may be adjusted and/or superseded in the development of a formal ICP Agreement.

### Prohibited Matters

- 11.3 We acknowledge that each of Us is required to comply with certain statutory and regulatory duties. Therefore, notwithstanding any other provision of this Agreement or any Services Contract, We agree that We shall not decide to do or omit to do anything which would:
- (a) cause any of Us to breach:
    - (i) Legislation; or
    - (ii) any regulatory requirement including requirements of the Care Quality Commission; or
    - (iii) any specific Department of Health or NHS England policies; or
    - (iv) in the case of the Council, the Council Constitution and any applicable Council policies; or
    - (v) in the case of the Mid-Nottinghamshire CCGs, the CCGs' Constitution;
  - (b) cause a ICP Provider Participant to breach any terms of its provider licence from NHS Improvement.

## **12      Transparency and Ethical Walls**

- 12.1      We will provide to each other all information that is reasonably required in order to achieve the ICP Outcomes and to design and implement changes to the ways in which Services are delivered (and where the Services are delivered from).
- 12.2      We will have responsibilities to comply with competition laws and We acknowledge that We will all comply with those obligations. We will therefore make sure that We share information, and in particular Competition Sensitive Information, in such a way that is compliant with competition law and, accordingly, We will make sure the ICP Transformation Board will ensure that the Service Operations Manual is promptly prepared and kept up to date setting out clearly how information and Competition Sensitive Information is to be shared, who will have access to it, how it will be used and that all relevant Staff will be properly trained to ensure proper competition law compliance.
- 12.3      No matter what else is written in this Agreement or in the Service Operations Manual, the ICP Provider Participants will ensure that they provide the Commissioner with all financial cost resourcing, activity or other information as the Commissioner may require so that the Commissioner can ascertain that the ICP Outcomes, in particular those of a financial nature, are being satisfied.
- 12.4      We will make sure the ICP Board establishes appropriate ethical walls between and within the ICP Provider Participants so as to ensure that Competition Sensitive Information and Confidential Information are only available to those members of the ICP Provider Participants who need to see it for the purposes of the ICP and for no other purpose whatsoever so We do not breach competition law.
- 12.5      It is accepted by the ICP that the involvement of the ICP Provider Participants in the ICP is likely to give rise to situations where information will be generated and made available to the ICP Provider Participants, which could give the ICP Provider Participants an unfair advantage in competitions which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one ICP Provider Participant with a commercial advantage over a separate ICP Provider Participant).
- 12.6      The ICP Provider Participants therefore recognise the need to manage the information referred to in Clause 11.5 above in a way which maximises their opportunity to take part in competitions by putting in place appropriate procedures, such as ethical walls and the use of 'clean teams' such that no individual engaged in the management and oversight of Our ICP business is directly involved in bidding for/tendering for new opportunities in relation to the Services.
- 12.7      A ICP Provider Participant will have the opportunity to demonstrate to the reasonable satisfaction of the Commissioner in relation to any competitive procurements that the information it has acquired as a result of its participation in the ICP, other than as a result of a breach of this Agreement, does not preclude the Commissioner from inviting that ICP Provider Participant to take part in a fair competitive procurement in accordance with the Commissioners legal obligations.

## **SECTION C: SERVICES CONTRACTS AND COORDINATION OF THE SERVICES**

### **13      Services Contracts**

- 13.1      A key reason why We have formed this ICP is to transform how Services are provided and thereby achieve the ICP Objectives.

- 13.2 Accordingly, each of Us will actively seek ways and strive to continually innovate the provision of the Services so as to:
- (a) achieve the ICP Outcomes; and
  - (b) comply with the ICP Principles;
- and We will Change the Services pursuant to the Change Procedure in order to achieve this.
- 13.3 Subject to Clause 12.5 below, each ICP Provider Participant must have a Service Contract in order to be eligible to be a member of Our ICP. As at the date of this Agreement each ICP Provider Participant has an appropriate Service Contract. Until such time as the terms of this Agreement are superseded by the ICP Contract.
- Each of Us must perform Our respective obligations under, and observe the provisions of, any Services Contract to which We are a party and, where relevant, any Service Operations Manual.
- 13.4 Nothing in this Agreement relaxes or waives any of Our obligations pursuant to any Services Contract. As stated in Clause 5.3, We acknowledge and accept that the ICP Transformation Board may recommend that activity is shifted and that service specifications under the respective Services Contracts are varied in order to achieve the ICP Objectives. The ICP Transformation Board must review activity allocation and service specifications and recommend appropriate changes to the ICP Board for consideration and approval. Where changes are approved by the ICP Board, We must not refuse to record and implement the agreed change under the relevant Services Contract or assist the ICP Transformation Board with promptly recording the approved changes in any Service Operations Manual.
- 13.5 Save as set out in Clause 17 (Liability and Indemnity) each ICP Provider Participant will be responsible for the acts, omissions, defaults or negligence of its directors, officers, employees and agents in respect of its obligations under the Services Contracts or any Service Operations Manual as fully as if they were acts, omissions, defaults or negligence of itself.

## **SECTION D: OUTCOMES, PAYMENT MECHANISM AND FINANCIAL RISK AND BENEFIT SHARING OF THE ICP**

### **14 Payment Mechanism**

- 14.1 For the lifetime of this Agreement or until such time it is superseded by the development of the ICP Contract, each ICP Provider Participant shall be paid for the delivery of Services in accordance with the provisions of its Services Contract.
- 14.2 We have agreed to:
- (a) Work together in developing a new financial model that will underpin the development of the formal ICP and for the interim period of the transition between the current Agreement and a new ICP Agreement will continue the development work set out in b),c) and d) below
  - (b) review the payment mechanisms for the Services and to develop a capitated payment mechanism (or such other mechanism as the ICP Board may agree) for the Services (excluding personal budgets). For some Services this will comprise a payment model based upon a fixed payment, a variable payment and an outcomes based payment for each of the ICP Provider Participants. Personal budgets (including direct payments) and any Services for which a capitated payment mechanism is deemed inappropriate will work alongside the capitated payment approach;
  - (c) review and develop an outcomes based payment model for the Service Contracts and, where possible, the Third Party Service Contracts: comprising the level of available outcomes payment, confirmation of which Outcomes will be incentivised and how the outcomes payments will be calculated and allocated between Us/third party service providers;
  - (d) develop an agreed risk/reward sharing model under which risks associated with the Services in mid-Nottinghamshire are shared between Us: this will identify how agreed risks and rewards will be shared by Us and how We will deal with significant unforeseen events that impact on delivery of the Services;
- 14.3 We have agreed a set of principles that will guide the development of the above payment mechanism, outcomes-based payment and risk/reward model. Those principles are set out in Schedule 5. We agree to follow those principles in the development and agreement of the ICP Work Plan.

## **SECTION E: REMAINING CLAUSES**

### **15 Confidentiality, Freedom of Information and Information Sharing**

- 15.1 Protecting Confidential Information is important to Us all. We will therefore all be bound by the terms of this Clause 15 (Confidentiality and Freedom of Information).
- 15.2 Subject to the remaining provisions of this Clause 15, each of Us agrees and undertakes to the others that, unless destroyed in accordance with any data or information sharing agreement entered into by Us or by agreement with the relevant owner, during the term of this Agreement and, for a period of 5 years after termination of this Agreement, it will keep confidential and will not use for its own purposes nor part with nor, without the prior written consent of the owner of the information in question, disclose to any third party any personal data or information of a confidential nature (including, without limitation, data and applications, know-how, trade secrets, information of a commercial nature and sensitive personal data) which may become known to each of Us from the others ('**Confidential Information**'). To the extent necessary to implement the provisions of this Agreement and notwithstanding the

above, each of Us may disclose the Confidential Information to such of Our employees, agents and professional advisers as may be necessary for the purposes of carrying out Our obligations under this Agreement.

- 15.3 The obligations in Clause 15.2 shall not apply to extent 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 one of Us.
- 15.4 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any of Us or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights which one of Us may have in respect of such Confidential Information.
- 15.5 We all agree to procure, as far as is reasonably practicable, that the terms of this Clause 15 (Confidentiality and Freedom of Information) are observed by any of Our respective successors, assigns or transferees of Our respective businesses or interests or any part thereof as if they had been party to this Agreement.
- 15.6 We each acknowledge Our respective duties under the Freedom of Information Act 2000 ("FOIA") and agree that We shall assist and co-operate with each other in order to enable each of Us to comply with our respective disclosure obligations under the FOIA.
- 15.7 In particular:
- (a) If one of Us receives a request for information under FOIA and that party is not itself subject to FOIA, it will not respond to that request (unless directed to do so by the relevant party to whom the request relates) and will promptly (and in any event within 2 business days) transfer the request to the relevant one of Us most directly concerned with the information requested;
  - (b) When disclosing information which the disclosing party believes is covered by an exemption under FOIA, the disclosing party shall identify the information concerned and the grounds why it believes that the disclosed information should benefit from an exemption from public access under FOIA;
  - (c) We acknowledge that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under FOIA is a decision solely for the party to whom the request is addressed; and
  - (d) that where one of Us receives a request for information under FOIA, We will liaise with the other relevant parties as to the contents of any response before a response to a request is issued and will promptly (and in any event within 2 business days) provide a copy of the request and any response to the relevant party.
- 15.8 Subject to Clause 15.9, each of Us will hold harmless all other ICP Participants and will indemnify and keep indemnified each of Us, in full and on demand, against all Claims (and related costs, charges and reasonable legal expenses) which any of Us incur or suffer, arising from any claim at law (including in negligence of any degree or other tort, or collateral contract or otherwise at law) for any indirect, incidental or consequential or other loss or damage of whatsoever kind, arising from any breach by such other party to this Agreement of the obligations of confidentiality under this Clause 15 (Confidentiality and Freedom of Information).

15.9 Each of Us will take all reasonable steps to mitigate any Losses for which one of Us may be entitled to be indemnified for by the other ICP Participants or to bring a Claim against the other ICP Participants pursuant to Clause 15.8.

15.10 Nothing in this Clause 15 (Confidentiality and Freedom of Information) will affect any of Our regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.

15.11 [Insert provision dealing with Information Sharing Agreement]

## **16 Personnel**

16.1 We all understand that We have certain responsibilities to each other in the way We deal with Staff and employment law issues. For example, We need to manage the risk that some Staff could transfer from one Participant to another under the Transfer Regulations.

16.2 We agree that we will each have responsibility for Our own Staff and that, where internal reorganisation or redeployment of Staff is needed, We shall be individually responsible for any costs of that reorganisation or redeployment. As at the Commencement Date, We do not expect Staff to transfer from one Participant to another as a result of the Transfer Regulations but where that does happen then:

- (a) in respect of Staff that deliver the Services, the provisions that deal with a transfer of Staff as a result of the Transfer Regulations contained in the relevant Service Contract shall apply; and
- (b) in respect of Staff that manage and run Our ICP pursuant to this Agreement, each of Us commits to each of the others that We shall, in order to fulfil the ICP Outcomes and in accordance with the ICP Principles, co-operate and negotiate, acting reasonably and in good faith, to determine and agree how all financial, operational, legal and other consequences of such Staff transfers are shared between Us.

## **17 Liability and Indemnity**

17.1 The clauses set out below in section 16, 17 and 18 will be applicable until such time they are amended or superseded by the development of the ICP

17.2 In the majority of cases, Our respective responsibilities and liabilities in the event that things go wrong with the Services will be allocated under Our respective Services Contracts or any Service Operations Manual.

17.3 Where responsibilities and liabilities arise that are not covered by a Services Contract, We agree that, in relation to the activities of the ICP and the matters set out in this Agreement, We shall have no liability to each other in respect of any Losses, liabilities, damages, costs, fees and expenses (howsoever caused or arising) except for those liabilities set out and described in Clause 15 (Confidentiality and Freedom of Information) and Clause 19 (Rectification, Exclusion and Termination) which arise from the exclusion of one of Us or a Defaulting Participant.

17.4 Each ICP Provider Participant is responsible for ensuring their regulatory compliance of the Services provided by their respective organisations. Each ICP Provider Participant will deal directly with the relevant regulatory body in relation to the Services performed by that ICP Provider Participant organisation and it is not intended that there will be any collective responsibility or liability for any regulatory breaches or enforcement actions.

## **18 Force Majeure**

18.1 Sometimes certain events outside of Our reasonable control (an "**Event of Force Majeure**") might prevent one or more of Us (each being an "**Affected Participant**") from complying with Our respective obligations under this Agreement.

- 18.2 Many of Our Services Contracts will include provisions that dictate what happens if there is an Event of Force Majeure. If an applicable Services Contract dictates what happens if there is an Event of Force Majeure then We will comply with Our obligations under the Services Contract and will do everything We reasonably can to make sure that the Event of Force Majeure does not have a material adverse effect on the overall Services and Our ICP. If the applicable Services Contract does not dictate what happens if there is an Event of Force Majeure then those of Us affected must comply with Clauses 18.3 to 18.8 (inclusive) below.
- 18.3 If an Event of Force Majeure occurs, the Affected Participant must:
- (a) take all reasonable steps to mitigate the consequences of that event;
  - (b) resume performance of its obligations as soon as practicable; and
  - (c) use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.
- 18.4 The Affected Participant must send an initial written notice to each of Us immediately when it becomes aware of the Event of Force Majeure. This initial notice must give sufficient detail to identify the Event of Force Majeure and its likely impact. The Affected Participant must then serve a more detailed written notice within a further 5 Business Days. This more detailed notice must contain all relevant information as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome the event and resume full delivery of its obligations under this Agreement.
- 18.5 If it has complied with its obligations under Clauses 18.3 and 18.4 (*Force Majeure*), the Affected Participant will be relieved from liability under this Agreement if and to the extent that it is not able to perform its obligations under this Agreement due to the Event of Force Majeure.

*Effect of an Event of Force Majeure*

- 18.6 We must at all times following the occurrence of an Event of Force Majeure use all reasonable endeavours to prevent and mitigate the effects of an Event of Force Majeure. We must at all times whilst an Event of Force Majeure is subsisting take steps to overcome or minimise the consequences of the Event of Force Majeure and facilitate the continued performance of this Agreement.
- 18.7 None of Us will be entitled to bring a claim for breach of obligations under this Agreement by another of Us or incur any liability to another of Us for any Losses or damages incurred by that other ICP Participant to the extent that an Event of Force Majeure occurs and the Affected Participant is prevented from carrying out obligations by that Event of Force Majeure.

*Cessation of Event of Force Majeure*

- 18.8 The Affected Participant must notify each of Us as soon as practicable after the Event of Force Majeure ceases or no longer causes the Affected Participant to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement will continue to be performed on the terms existing immediately prior to the occurrence of the Event of Force Majeure.

**19 Rectification, Exclusion and Termination**

- 19.1 This Clause 19 sets out the circumstances in which one of Us may be excluded from the ICP and the consequences of such exclusion. These circumstances include:
- (a) Wilful Default as more fully described in Clause 19.4 below;
  - (b) the termination of a Services Contract; or



- (c) an event of Insolvency affecting one of Us.
- 19.2 In cases where the default can be remedied then the Defaulting Participant will be given the opportunity to rectify the problem as set out in Clauses 19.5 to 19.7 below.
- 19.3 This Clause 19 also sets out the circumstances where the ICP Board may terminate this Agreement and where individual ICP Participants may serve notice terminating their involvement in Our ICP (see Clauses 19.27, 19.28 and 2.1).

Rectification and Exclusion

Wilful Default

- 19.4 In this Agreement the phrase "**Wilful Default**" means that an ICP Participant has committed one of the following acts or omissions. The ICP Participant committing the act is called the "**Defaulting Participant**." The acts or omissions are:
- (a) an intentional or reckless act or omission by the Defaulting Participant or any of its officers or representatives appointed to the ICP Board or a Supporting Governance Group which that Defaulting Participant or any of its officers or representatives appointed to the ICP Board or a Supporting Governance Group knew or ought reasonably to have known:
    - (i) was likely to have harmful consequences for the ICP, one or more other ICP Participants or Service Users; or
    - (ii) was a breach of an ICP Principle or ICP Behaviour;
  - (b) an intentional or reckless act or omission by the Defaulting Participant or any of its officers or representatives appointed to the ICP Board or a Supporting Governance Group without regard to the possible harmful consequences arising out of that act or omission;
  - (c) an intentional failure by the Defaulting Participant or any of its officers or representatives appointed to the ICP Board or a Supporting Governance Group to act in good faith as required under this Agreement;
  - (d) a repudiation of this Agreement by the Defaulting Participant;
  - (e) a failure by the Defaulting Participant to honour an indemnity provided under this Agreement;
  - (f) a failure by the Defaulting Participant to pay moneys due under this Agreement within 14 Business Days of being directed to do so in writing by the ICP Board;
  - (g) a fraudulent act or omission by the Defaulting Participant or any of its officers or representatives appointed to the ICP Board or a Supporting Governance Group;
  - (h) an intentional failure of, or refusal by, the Defaulting Participant, to effect and maintain an appropriate insurance policy or indemnity arrangement which it is obliged to effect and maintain under a Services Contract, this Agreement or at law; or
  - (i) an intentional or reckless breach of a confidentiality obligation, or other obligation, in clauses relating to confidentiality in this Agreement or in a Services Contract although this does not mean any innocent or negligent act, omission or mistake the Defaulting Participant or any of its officers, employees or agents acting in good faith.

#### Opportunity to Rectify Default

- 19.5 If at any time an ICP Participant considers that one of Us is in Wilful Default, then that ICP Participant may call a meeting to decide what action We may take for the good of Our ICP (a “**Rectification Meeting**”). Any meeting called under this Clause will be conducted in accordance with Schedule 7 (Governance). We all agree that We will attend all Rectification Meetings.
- 19.6 At a Rectification Meeting, We will all discuss the reasons why the Defaulting Participant is failing to comply with its obligations under this Agreement. The ICP Participant that has called the Rectification Meeting will have an opportunity to explain why they have called the Rectification Meeting and the Defaulting Participant will have an opportunity to explain why it is so failing. The other Participants to this Agreement will also have an opportunity to give their views.
- 19.7 If, by the end of the Rectification Meeting, the ICP Board considers that, an action needs to be taken in order to ensure that the best possible services are being provided to Service Users, then the ICP Board may issue a Rectification Notice setting out the actions or directions that the Defaulting Participant will take. The ICP Board will always make sure that any actions or directions given under a Rectification Notice are given for Best for Service reasons. We agree that, in issuing any Rectification Notice, the ICP Board shall act reasonably and the required actions shall be proportionate to the degree of default on the part of the Defaulting Participant and its ability to deliver the required actions or directions. We all agree that, if any one of Us is the Defaulting Participant, We will carry out the actions or directions given under the Rectification Notice.

#### Further Rectification or Exclusion

- 19.8 If the Defaulting Participant fails to properly carry out the actions or directions set out under a Rectification Notice then the ICP Board may call a further meeting in the same way as set out in Clause 19.5. Any meeting called under this Clause 19.8 will be conducted in accordance with Schedule 7 (Governance). If by the end of that further Rectification Meeting the ICP Board is still concerned that the Defaulting Participant is preventing the Service Users from receiving the best service reasonably possible in accordance with the Outcomes then the ICP Board may issue a further Rectification Notice or an Exclusion Notice to the Defaulting Participant.

#### Additional Grounds for Exclusion (Insolvency and termination of Services Contract)

- 19.9 The ICP Board may serve an Exclusion Notice on an ICP Participant at any time if that ICP Participant is subject to an act of Insolvency.
- 19.10 In the case of contracts for Healthcare Services, the ICP Board may serve an Exclusion Notice on a ICP Provider Participant at any time if that ICP Provider Participant’s Services Contract is terminated for any reason.
- 19.11 If any ICP Participant is aware of circumstances that may lead to the termination of a Services Contract, that ICP Participant shall, before exercising any rights of termination under the Service Contract (save for matters of urgency or Service User safety), raise the matter with the ICP Board.

#### Consequences of Exclusion

#### Exclusion for Insolvency or Wilful Default on the part of a ICP Provider Participant

- 19.12 Subject to the provisions of Clause 19.19, where a ICP Provider Participant is excluded from the ICP:
- (a) as a result of Insolvency (pursuant to Clause 19.9); or

(b) as a result of Wilful Default (pursuant to Clause 19.8); or

and where, as a consequence of such exclusion or termination, this causes the ICP Provider Participant financial loss, expense or damage then, subject to Clause 17 (Liability and Indemnity) and any remaining ICP Provider Participants making reasonable efforts to mitigate their Losses, the excluded ICP Provider Participant shall indemnify the other ICP Provider Participant as the case may be, in respect of such loss, expense or damage.

19.13 Any amounts due in respect of such costs shall be due and payable when actually incurred by the respective ICP Participant.

19.14 The liability of the ICP Provider Participants in the event of exclusion pursuant to Clause 19.17 shall:

(a) be limited to the costs incurred by the other ICP Participants in dealing with the exclusion and considering and implementing alternative arrangements for the continuation of Our ICP;

(b) in the case of any risk sharing arrangements, be limited to the risks known to and assumed by the relevant ICP Provider Participant at the time of its exclusion; and

(c) exclude all Indirect Losses.

No double recovery

19.15 We agree that where loss, expense or damage is suffered by one of Us and may be recovered from one or more of Us pursuant to this Agreement but also pursuant to a Service Contract (for example by way of an indemnity of a claim for breach of contract) then We shall be entitled to recover the loss, expense or damage but shall not seek to recover any such loss, expense or damage more than once. Any sums recovered under one claim shall be accounted for and credited under any separate claim for the same loss, expense or damage.

19.16 Where a ICP Provider Participant is excluded under this Clause 19 or its relevant Service Contract is terminated in circumstances envisaged under Clause 19.20, that excluded Participant:

(a) shall not be entitled to any payment in respect of overheads, margin or any reward payment whether or not such payments relate to a period before or after the date of the relevant Exclusion Notice; but

(b) shall be paid any Direct Costs which relate to services provided by it up to the time of exclusion/termination.

19.17 An ICP Provider Participant which has been excluded or whose underlying Services Contract has been terminated shall have no further interest in Our ICP nor shall it be represented on the ICP Leadership Board or any Supporting Governance Group.

19.18 Nothing shall prevent any of Us entering into separate contractual arrangements with any excluded ICP Provider Participant (in accordance with Clause 19.26) for the purposes of providing the Services, notwithstanding that it is no longer a member of Our ICP.

Impact of Exclusion on Services Contracts

19.19 Where a ICP Provider Participant is excluded from the ICP, We recognise that the associated Services Contract is likely to be terminated and/or amended at the same time as the exclusion to reflect how the impacted services are to be delivered (by way of example only, the ICP Provider Participant may be requested by the Commissioner Participants to provide the impacted services under a services contract outside the scope of Our ICP or the Commissioner Participants may look to Our ICP to deliver the impacted services). In addition to any specific obligations under the relevant Services Contract to ensure a smooth transfer of

Services, We agree to work together in good faith to agree the necessary changes so that services continue to be provided for the benefit of the Service Users.

Termination upon and costs of legal or regulatory challenge

- 19.20 If, in relation to the activities of Our ICP, a procurement law, competition law or judicial review claim, action or investigation is brought or instigated by a third party then:
- (a) the costs and expenses of dealing with/defending such claim, action or investigation shall be borne by each of Us to the extent that is proportionate to the level of Our respective involvement: each of Us will bear a share of the costs and expenses incurred to the extent that we have knowingly or recklessly or our conduct has materially contributed to the acts or omissions complained of or being investigated; and
  - (b) where such claim, action or investigation materially impacts upon an ICP Participant's ability to meet its statutory duties or other contractual commitments, then the affected ICP Participant may terminate its involvement in Our ICP upon the service of 3 months' notice in writing to the ICP Leadership Board. In taking this course of action, the affected ICP Participant shall, where practicable, consult with the ICP Leadership Board to consider whether and how the effects of the challenge or investigation might be addressed or mitigated.

Termination upon change in central or local government policies before completion of the Transition Activities

- 19.21 If any central government or local government change in policy(ies) materially impacts upon an ICP Participant's ability to participate in Our ICP in accordance with the terms of this Agreement, then the affected ICP Participant may terminate its involvement in Our ICP upon the service of 3 months' notice in writing to the ICP Board. In taking this course of action, the affected ICP Participant shall, where practicable, consult with the ICP Board to consider whether and how the effects of the policy change might be addressed or mitigated. This Clause 19.28 shall be reviewed upon the completion of the Transition Activities to consider whether it is still required and what consequences should apply if one of Us exercises the right to terminate their involvement in Our ICP in such circumstances.

**20 Survivorship**

- 20.1 If:
- (a) any one or more of Us is excluded from the ICP; or
  - (b) this Agreement is terminated or expires for any reason then such termination or expiry will be without prejudice to rights or obligations accrued as at the date of such termination or expiry and,

those provisions of this Agreement which are expressly or by implication intended to come into or remain in force and effect following such exclusion from the ICP or termination or expiry of this Agreement, will so continue and continue to apply to a Participant that has been excluded from the ICP, subject to any limitation of time expressed in this Agreement.

**21 Variations and Change Procedure**

- 21.1 The provisions of Schedule 6 (Change Procedure) will apply.
- 21.2 Save as set out in the Change Procedure no purported alteration or variation of this Agreement will be effective unless it is agreed in writing by all of Us.

## **22      Transfer to third parties**

- 22.1      Nothing in this Clause 23 (Transfer to third parties) affects an ICP Provider Participant's rights to assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations under a Services Contract.
- 22.2      An ICP Provider Participant may not sub-contract any or all of its obligations under this Agreement.
- 22.3      An ICP Provider Participant may not assign, delegate, transfer, charge or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the relevant Commissioner (namely the Commissioner with whom it has a Services Contract).
- 22.4      Each ICP Provider Participant will be responsible for the performance of and will be liable to each of Us for the acts and omissions of any third party to which it may assign, transfer or otherwise dispose of any obligation under this Agreement as if they were the acts or omissions of that ICP Provider Participant unless:
- (a)      the ICP Provider Participant in question has obtained the prior consent of the Commissioner in accordance with Clause 23.3; and
  - (b)      the terms of that assignment, transfer or disposal have been approved and accepted by that third party so that that third party is liable to each of Us for its acts and omissions.
- 22.5      This Agreement will be binding on and will be to the benefit of each of Us and Our respective successors and permitted transferees and assigns.

## **23      Precedence**

- 23.1      Unless otherwise specifically provided to the contrary in this Agreement, in the event of a conflict or inconsistency between any provision of any of the Services Contracts or any resolution of the ICP Board with any provisions of this Agreement, the order of precedence below will apply:
- (a)      the clauses then schedules then appendices and then annexures of any Services Contract; then
  - (b)      all other documents, if any, which are stated in a Services Contract to be incorporated in that agreement; then
  - (c)      the Clauses then the Schedules and then the Appendices of this Agreement; then
  - (d)      any resolution of the ICP Board.

## **24      Information and Further Assurance**

- 24.1      Each of the ICP Provider Participants will during the Term:
- (a)      identify and obtain all consents necessary for the fulfilment of its obligations under the Services Contracts; and
  - (b)      comply with any reasonable instructions and guidelines issued by the ICP Board from time to time provided that such compliance does not amount to a Change in which case the Change Procedure will apply,
- in each case to the extent that such action does not cause a ICP Provider Participant to be in breach of any Exclusion Notice or any Legislation.
- 24.2      During the Term We will, and will use Our respective reasonable endeavours to procure that any necessary third parties will, each execute and deliver to the each of Us such other

instruments and documents and take such other action as is reasonably necessary to fulfil the provisions of this Agreement in accordance with its terms.

- 24.3 Subject to Clauses 14, 15 (Confidentiality and Freedom of Information) and 22 (Variations and Change Procedure) and any associated Schedules, We must during the Term promptly notify each other of any modification, upgrade, improvement, enhancement or development to the Services, or which could be applied to the Services, in each case on a Best for Service basis.

## **25 Annual Review**

- 25.1 We must ensure that the ICP Board carries out an annual review, on a Best for Service basis unless the Commissioner Participants decide otherwise, to enable the Commissioner Participants to ascertain the extent to which the Outcomes and the ICP Objectives are being and/or will be achieved.

## **26 Contract Management Records and Documentation**

- 26.1 Each ICP Provider Participant must at all times during the Term keep, or cause or procure to be kept, and retain, and thereafter for a period not less than six (6) years following expiry or termination of this Agreement, accurate accounts and full supporting documentation containing all data reasonably required for the computation and verification of the provision of the Services and all monies payable or paid under any Services Contract to which that ICP Provider Participant is a party by the Commissioner Participants and give the Commissioner Participants or its agents every reasonable facility from time to time having given reasonable notice in writing during normal business hours to inspect the said accounts records and supporting documentation and to make copies of or to take extracts from them. To the extent that Legislation or the terms of the applicable Services Contract impose more onerous obligations than this Clause 26.1 then We shall comply with the more onerous obligations. We agree that We shall collect and make available all necessary data to ensure that ICP Participants can meet their statutory responsibilities.
- 26.2 Before the ICP Participants exchange or share any Confidential Information or personal data, they shall enter into appropriate data sharing agreements.

## **27 Warranties**

Each ICP Participant confirms that it has satisfied itself that it has full power and authority to enter into and perform its obligations in accordance with this Agreement and that its execution of this Agreement does not conflict with its constitution.

## **28 Relationship of the ICP Participants**

- 28.1 None of Us will pledge the credit of the other ICP Participants (or any one of Us) or represent itself as being the other ICP Participants (or any one of Us), or an agent, partner, employee or representative of the other ICP Participants (or any one of Us) and none of Us will hold itself out as such or as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other ICP Participants (or any one of them.)
- 28.2 Nothing in this Agreement will be construed as creating a legal partnership or a contract of employment between any of Us.
- 28.3 None of Us will place or cause to be placed any order with the ICP Provider Participants or otherwise incur liabilities in the name of any of the other ICP Participants or their representatives.

## **29**     **Notices**

- 29.1 Any notices given under this Agreement must be in writing and must be served in the ways set out below in this Clause 30.1 at the addresses set out at Clause 30.2. The following table sets out the respective deemed time and proof of service:

<b>Manner of Delivery</b>	<b>Deemed time of delivery</b>	<b>Proof of Service</b>
Personal delivery	On delivery	properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting	properly addressed prepaid and posted

- 29.2 The nominated addressees and addresses We will each use to send notices to each other are as follows:

- (a) Addressee: the individual listed as an ICP Participant's ICPB Member in Annex 1 of Schedule 7 (Governance)
- (b) Address: the address set out at the top of this Agreement for each ICP Participant.

## **30**     **Third Party Rights**

- 30.1 A person who is not an ICP Participant has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Agreement.
- 30.2 Our rights to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not an ICP Participant.

## **31**     **Severability**

- 31.1 If any part of this Agreement is declared invalid or otherwise unenforceable, it will be severed from this Agreement and this will not affect the validity and/or enforceability of the remaining provisions.

## **32**     **Entire Agreement**

- 32.1 This Agreement and the Services Contracts constitute Our entire agreement and understanding and, subject to the terms of each Services Contract, supersedes any previous agreement between Us relating to the subject matter of this Agreement.
- 32.2 Each of Us acknowledges and agrees that in entering into this Agreement We do not rely on and have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether an ICP Participant or not) other than as expressly set out in this Agreement.
- 32.3 Nothing in this Clause 33 (*Entire Agreement*) will exclude any liability for fraud or any fraudulent misrepresentation.

## **33**     **Waiver**

- 33.1 Any relaxation or delay of any of Us in exercising any right under this Agreement must not be taken as a waiver of that right and must not affect Our ability subsequently to exercise that right.

## **34**     **Dispute Resolution Procedure**

- 34.1 Subject as otherwise specifically provided for in this Agreement, any Dispute arising out of or in connection with this Agreement or any of the other Services Contracts will be resolved in accordance with Schedule 8 (Dispute Resolution Procedure).

**35      Costs And Expenses**

- 35.1      Each of Us will be responsible for paying Our own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

**36      Counterpart Signatures**

- 36.1      This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart shall be effective until each Participant has executed at least one counterpart.

**37      Law and Jurisdiction**

- 37.1      Save as provided for in Clause 38.3, this Agreement and any Dispute arising out of or in connection with it, whether such Dispute is contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise, will be governed by, and construed in accordance with, the laws of England.
- 37.2      Subject to the Participants first complying with Clause 35 (Dispute Resolution Procedure) and Schedule 8 (Dispute Resolution Procedure) the ICP Participants hereby submit to the exclusive jurisdiction of the English courts.
- 37.3      As between those of Us who are Health Service Bodies, this Agreement will be regarded as an NHS contract pursuant to section 9 of the National Health Service Act 2006 and therefore any dispute which is solely between Health Service Bodies shall, if necessary, be determined by the Secretary of State for Health.



**IN WITNESS OF WHICH** We have signed this Agreement on the date written at the head of this Agreement.

**DULY EXECUTED**

<b>SIGNED</b> by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>NOTTINGHAMSHIRE COUNTY COUNCIL</b>	)	Date:

<b>SIGNED</b> by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>ASHFIELD DISTRICT COUNCIL</b>	)	Date:

<b>SIGNED</b> by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>NEWARK AND SHERWOOD DISTRICT COUNCIL</b>	)	Date:

<b>SIGNED</b> by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>NEMS COMMUNITY BENEFIT SERVICES LIMITED</b>	)	Date:

<b>SIGNED</b> by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>EAST MIDLANDS AMBULANCE SERVICE NHS TRUST</b>	)	Date:

<b>SIGNED</b> by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>NOTTINGHAMSHIRE HEALTHCARE NHS FOUNDATION TRUST</b>	)	Date:

<b>SIGNED</b> by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>SHERWOOD FOREST HOSPITALS NHS FOUNDATION TRUST</b>	)	Date:

<b>SIGNED</b> by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>MANSFIELD DISTRICT COUNCIL</b>	)	Date:

SIGNED by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>NOTTINGHAM UNIVERSITY HOSPITALS NHS TRUST</b>	)	Date:

SIGNED by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>PRIMARY INTEGRATED CARE SERVICES</b>	)	Date:

SIGNED by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>PCN MANSFIELD NORTH</b>	)	Date:

SIGNED by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>PCN MANSFIELD SOUTH</b>	)	Date:

SIGNED by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>PCN ASHFIELD NORTH</b>	)	Date:

SIGNED by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>PCN ASHFIELD SOUTH</b>	)	Date:

SIGNED by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>PCN NEWARK</b>	)	Date:

SIGNED by	)	.....
Duly authorised to sign for and on	)	Authorised Signatory
behalf of	)	Title:
<b>PCN SHERWOOD</b>	)	Date:

## **SCHEDULE 1**

### **DEFINITIONS AND INTERPRETATION**

#### **1 Interpretation**

- 1.1 The headings in this Agreement will not affect its interpretation.
- 1.2 Reference to 'social care' services shall constitute a reference to 'social care and well-being' services and references to 'health and care' services shall constitute a reference to 'health, social care and well-being' services.
- 1.3 Reference to any statute or statutory provision, to Law, or to Guidance, includes a reference to that statute or statutory provision, Law or Guidance as from time to time updated, amended, extended, supplemented, re-enacted or replaced.
- 1.4 Reference to a statutory provision includes any subordinate legislation made from time to time under that provision.
- 1.5 References to Clauses, Sections and Schedules are to the Clauses, Sections and Schedules of this Agreement, unless expressly stated otherwise.
- 1.6 References to any body, organisation or office include reference to its applicable successor from time to time.
- 1.7 Any references to this Agreement or any other documents or resources includes reference to this Agreement or those other documents or resources as varied, amended, supplemented, extended, restated and/or replaced from time to time and any reference to a website address for a resource includes reference to any replacement website address for that resource.
- 1.8 Use of the singular includes the plural and vice versa.
- 1.9 Use of the masculine includes the feminine and vice versa.
- 1.10 Use of the term “including” or “includes” will be interpreted as being without limitation.
- 1.11 The following words and phrases have the following meanings:

<b>“Affected Participant”</b>	has the meaning given to it in the definition of Event of Force Majeure in this Schedule 1;
<b>“Agreement”</b>	means this Agreement;
<b>“ICP Board Member”</b>	means a member of the ICP Board appointed by the respective ICP Participants in accordance with the provisions of Schedule 6 (Governance) with the requisite authority to act in accordance with Schedule 6 (Governance);
<b>“ICP”</b>	means the ICP Provider Participants working together as an ICP to achieve the ICP Objectives;
<b>“ICP Behaviours”</b>	has the meaning set out in Clause 6.3 (ICP Behaviours);
<b>“ICP Board” or “ICP Board”</b>	means the board of the ICP established pursuant to Clause 9 (ICP Governance) and Schedule 7 (Governance);

<b>“ICP Objective(s)”</b>	means the objective set out in Clause 5.2;
<b>”ICP Participants”</b>	the ICP Provider Participants;
<b>“ICP Principles”</b>	has the meaning set out in Clause 6.2 (ICP Principles);
<b>ICP Work Plan</b>	the ICP Work Plan and Governance Structure 2017/18 agreed by us and dated ?? September 19;
<b>“Best for Service”</b>	means best for the achievement of the ICP Objectives on the basis of ensuring coherence with the ICP Principles for the benefit of the population of mid-Nottinghamshire;
<b>“Business Day”</b>	means any day which is not a Saturday, Sunday or a bank or public holiday in the United Kingdom;
<b>“Change”</b>	means any alteration of or variation to any Services Contract including a Mandatory Change;
<b>"Change Approval Form"</b>	means the template form, as approved by the ICP Board, for the ICP to use to record all Changes which have been approved by the ICP Board, in accordance with Schedule 6 (Change Procedure);
<b>“Change Procedure”</b>	means the change control mechanism set out in Schedule 6 (Change Procedure);
<b>“Commencement Date”</b>	means 1 April 2016;
<b>“Competition Sensitive Information”</b>	means Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the ICP Provider Participants and which that ICP Provider Participant properly considers is of such a nature that it cannot be exchanged with the other ICP Provider Participant(s) without a breach or potential breach of competition law;
<b>“Confidential Information”</b>	has the meaning in Clause 15.2;
<b>"Defaulting Participant"</b>	has the meaning in Clause 19.4;
<b>Delivery Programmes</b>	the four delivery programmes described in clause 4.3 and set out in more detail in Schedule 3 and the ICP Work Plan;
<b>“Dispute”</b>	has the meaning set out in Paragraph 1 of Schedule 8 (Dispute Resolution Procedure);
<b>“Exclusion Notice”</b>	means a notice issued pursuant to Clause 19 (Exclusion and Termination) which must specify the grounds on which the Exclusion Notice has been issued and which will have the effects specified in Clause 19;

<b>“Event of Force Majeure”</b>	means an event or circumstance which is beyond the reasonable control of any of the ICP Participants (the <b>“Affected Participant”</b> ) claiming relief under Clause 18 (Force Majeure), including war, civil war, armed conflict or terrorism, strikes or lock outs, riot, epidemic, fire, flood or earthquake, and which directly causes the Affected Participant to be unable to comply with all or a material part of its obligations under this Agreement;
<b>“Group”</b>	means in relation to any ICP Provider Participant, a group of companies comprising the ultimate holding company at the date of this Agreement of that ICP Provider Participant and every other company which, at any time during the Term, is or becomes a subsidiary company of such ultimate holding company provided that each such subsidiary company will only be considered a member of such Group during the period when such company is or remains a subsidiary company of such ultimate holding company (and for the purposes of this Agreement the terms <b>“subsidiary”</b> and <b>“holding company”</b> have the meaning given to them in the Companies Act 2006);
<b>"Healthcare Services"</b>	means the NHS funded urgent, proactive, elective and mental healthcare services for mid-Nottinghamshire as described in Schedule 2 (Scope of the Services), and as provided by the ICP Provider Participants pursuant to the relevant Services Contracts, as the case may be, and as amended from time to time through Schedule 6 (Change Procedure);
<b>“Improvement”</b>	means any improvement, enhancement or modification to a ICP Provider Participant's Background Intellectual Property which cannot be used independently of that ICP Provider Participant's Background Intellectual Property;
<b>"Indirect Losses"</b>	means loss of profits (other than in the case of a ICP Provider Participant profits directly and solely attributable to provision by that ICP Provider Participant of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;
<b>“Integration Agreement”</b>	means the Agreement put in place with General Practice as part of the ICP but retaining existing GMS and PMS Contracts
<b>“Integrated Care Provider Standard Form Contract”</b>	The ICP Contract is intended to promote an environment at the ‘place’ tier, in which different teams and services can come together in a coordinated way, incentivising organisations to focus on delivering better patient care and improving the health of the population as a whole

**“Initial Period”**

has the meaning ascribed to it in Clause 3.1 (Term);

**"Insolvency"**

means any of the following events or circumstances:

- (a) where a ICP Provider Participant suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;
- (b) where a ICP Provider Participant calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Participant (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
- (c) where a ICP Provider Participant has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;
- (d) where a ICP Provider Participant has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
- (e) where a ICP Provider Participant takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; or
- (f) where a ICP Provider Participant has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or
- (g) where a ICP Provider Participant has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 Business Days of it being levied;
- (h) where a ICP Provider Participant has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events listed above; and/or
- (i) where a ICP Provider Participant substantially or materially ceases to operate, is dissolved, or is de-authorised as an NHS trust or NHS foundation trust (save that the dissolution of either SFHT or NUH as part of the Proposed

Transaction described in Clause 2.12 shall not constitute an event of Insolvency);

- (j) where a ICP Provider Participant is clinically and/or financially unsustainable as a result of any clinical or financial intervention or sanction by the regulator responsible for the independent regulation of NHS trusts or NHS foundation trusts or the Secretary of State and which has a material adverse effect on the delivery of the Services; and
- (k) a trust special administrator is appointed in relation to a ICP Provider Participant under the National Health Service Act 2006 or a future analogous event occurs;

**"Legislation"**

means any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent national or supra national body) and all other legislation as may be in force from time to time;

**"Losses"**

means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses;

**"NCC Services Contracts"**

means the existing service contracts for Social Care Services commissioned by NCC (including any jointly commissioned with the Mid-Notts CCGs) and any social care services contracts commissioned/re-procured during the Term that are not entered into with a ICP Provider Participant. For the avoidance of doubt any service contract for social care services entered into with a ICP Provider Participant (including at ICP Provider Participants that are added to the ICP during the Term) shall be considered a Services Contract;

**"NHS Standard Contract"**

means the NHS Standard Contract published by NHS England from time to time;

**"Notice of Change"**

means a notice from one of Us specifying the details of a proposed Change;

**"Outcomes"**

means the Outcomes set out in Schedule 4 (Outcomes);

**"Primary Care Network (PCN)"**

means a collaboration of GP practices working alongside other services in the community and supporting the health and wellbeing of the population within their PCN footprint

**"Proposed Transaction"**

Has the meaning in Clause 2.1;

<b>"ICP Provider Participants"</b>	means all or each of , EMAS, NHCT, , SFHT, , NEMS, MDC, ADC, N&SDC;
<b>"Rectification Notice"</b>	means a notice issued by the ICP Board pursuant to Clause 19.7 which sets out the actions or directions that the Defaulting Participant needs to take to address any failure to meet its obligations under this Agreement;
<b>"Reserved Matters"</b>	means each of the matters listed in Clause 10;
<b>"Service Operations Manual"</b>	<p>means the service operations manual to be developed and amended from time to time by the ICP Transformation Board and approved by the ICP Leadership Board, which may include the following operational detail in respect of the provision of the Services and operation of the ICP:</p> <ul style="list-style-type: none"> <li>(a) pathways relevant to the Services;</li> <li>(b) a Service User's entry and exit criteria;</li> <li>(c) care co-ordination, placement management support and administration;</li> <li>(d) shared or joint policies relevant to the Services;</li> <li>(e) clinical and operational governance arrangements (including procedures to share Confidential Information and Commercially Sensitive Information to ensure compliance with competition law);</li> <li>(f) outcome and management reporting arrangements; and</li> <li>(g) funding interdependencies;</li> </ul>
<b>"Service Users"</b>	means the people that live in mid-Nottinghamshire and are in receipt of the Services;
<b>"Services"</b>	means the Healthcare Services and Social Care Services;
<b>"Services Contracts"</b>	means the various services contracts, dated on or about the same date as this Agreement, between the each of the ICP Provider Participants and the relevant Commissioner for the provision of the Services;
<b>"Social Care Services"</b>	means the various local authority funded social care and well-being services for mid- Nottinghamshire as described in Schedule 2 (Scope of the Services) and as provided pursuant to any NCC Service Contracts or relevant Services Contract, as the case may be, and as amended from time to time through Schedule 6 (Change Procedure);
<b>"Term"</b>	means the period set out in Clause 3.1 as extended by Clause 3.2 (Term);



**"Terms of Reference"**

means the terms of reference for a Supporting Governance Group as amended or replaced from time to time thereafter by the ICP Board; and

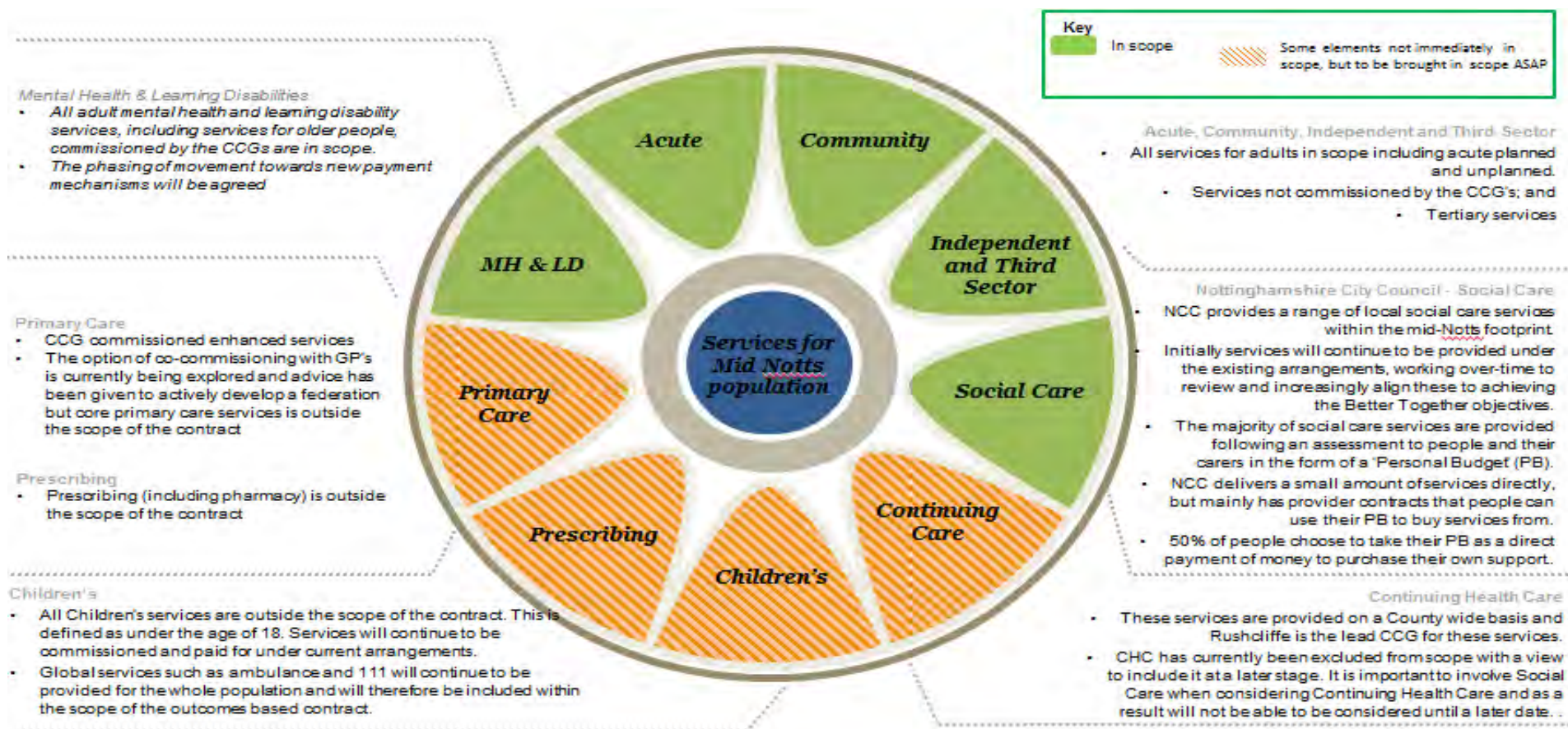
**"Year"**

means a period of 12 months commencing on the Commencement Date and on each successive anniversary of the Commencement Date and ending on the day before each successive anniversary of the Commencement Date.

## SCHEDULE 2

### SCOPE OF THE SERVICES

The scope of the Services is illustrated below. Our ambition is to maximise the range of Services in scope – We will work on the premise that all health and care services should be within the scope of the Services unless there is a specific reason for them to remain out of scope (e.g. political reasons, clinical delivery reasons etc.).



### **SCHEDULE 3**

#### **DELIVERY PROGRAMMES**

**(Formatting required to remove capitals)**

- 1 OUR VISION IS SIMPLE: TO CREATE HAPPIER, HEALTHIER COMMUNITIES WITH THE GOAL OF REDUCING DIFFERENCES IN HEALTHY LIFE EXPECTANCY (THE NUMBER OF YEARS THAT PEOPLE LIVE IN GOOD GENERAL HEALTH) BY THREE YEARS. THE CURRENT DIFFERENCE IN HEALTHY LIFE EXPECTANCY IN NOTTINGHAMSHIRE BETWEEN THE HEALTHIEST AND THE LEAST HEALTHY IS 14.9 YEARS FOR MEN AND 14.4 YEARS FOR WOMEN. PEOPLE WHO ARE HAPPIER AND HEALTHIER WILL NEED LESS SUPPORT FROM LOCAL SERVICES, FREEING UP RESOURCES FOR THOSE WHO DO NEED EXTRA CARE.

The ICP will develop its delivery programmes during the transition from an Alliance to an ICP that will be fit for purpose and will deliver the vision of the ICS through clear objectives and outcomes

To be determined

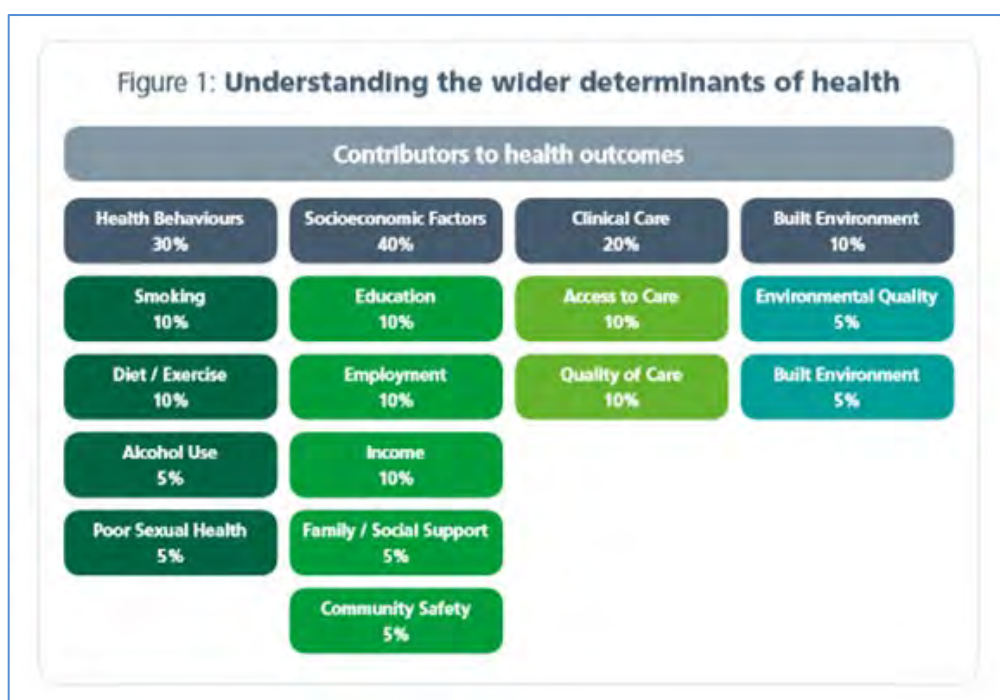
## **SCHEDULE 4**

(Taken from ICP Strategy Document will need to be amended once agreed)

### **OUTCOMES**

- 1 This Schedule 4 sets out our vision and how In Mid-Nottinghamshire we are committed to working together on plans that deliver these ICS priorities and reach our aspiration to support the people who live and work in Mansfield, Ashfield, Newark and Sherwood to live longer and enjoy 'good health' for an extra three years.
- 2 Our vision is simple: to create happier, healthier communities with the goal of reducing differences in healthy life expectancy (the number of years that people live in good general health) by three years. The current difference in healthy life expectancy in Nottinghamshire between the healthiest and the least healthy is 14.9 years for men and 14.4 years for women. People who are happier and healthier will need less support from local services, freeing up resources for those who do need extra care.
- 3 In Nottinghamshire, the Integrated Care System (ICS) intends to do this by focusing on five areas: prevention, proactive care, self-management and personalisation, urgent and emergency care, mental health, value resilience and sustainability. Across Mid-Nottinghamshire, in Mansfield, Ashfield, Newark and Sherwood, we have many active, independent and happy citizens and families with good jobs and a good quality of life.  
  
But we also have citizens who feel isolated and lonely, children living in poverty and people with poor mental health, those who are unemployed and others living unhealthy lifestyles.
- 4 This means there is a large gap in life expectancy. Across Mid Nottinghamshire, men born in the most deprived areas will die 9.7 years before those in more affluent areas, and women born in poorer areas will die 7.8 years sooner than women in richer areas.
- 5 The difference in healthy life expectancy (the measure of estimated expected years of life in good health) between the most and least deprived areas in Mansfield is 14.5 years for men and 13 years for women. In Ashfield it is 13 years for men and 11 years for women and in Newark and Sherwood it's 10 years for both men and women. We want to decrease these gaps in Mansfield, Ashfield, Newark and Sherwood by three years in line with the ICS goal.  
  
Focusing on health and wellbeing allows citizens and communities to pursue which matters most to them in their lives. For example one of the things older people identify is that they want to live independently for as long as possible. Improving healthy life expectancy enables people to do that.
- 6 We know almost all preventable ill health is driven by smoking, alcohol, physical inactivity and poor diet.

- 6.1 It is estimated we could reduce the use of health services in England by 40% by preventing people getting ill. (Reference: World Health Organization. *The Global Burden of Disease: 2004 update. 2004 Updated. 2008*; WHO. *Global action plan for the prevention and control of non-communicable diseases 2013-2020. World Health Organisation. 2017*);
- 6.2 However improving healthy life expectancy by three years and reducing inequalities in life expectancy cannot be achieved without a system-wide approach to preventing and tackling ill health in line with the Nottinghamshire Health and Wellbeing Strategy. (Reference: House of Lords Select Committee on the Long-term Sustainability of the NHS. *The Long-term Sustainability of the NHS and Adult Social Care. 2017*.)
- 7 Many factors – age, sex, social factors and other issues - determine how healthy we are and how long we live. To reduce inequalities in life expectancy and increase the number of years people live healthily, we must work together to focus on these factors and understand the impact of these wider determinants of health.

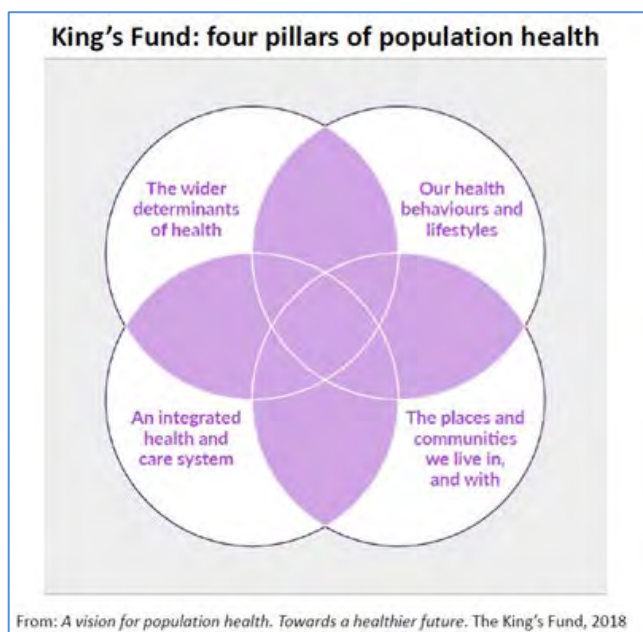


(Reference: (Based on University of Wisconsin Population Health Institute, 2014, 'County Health Ranking model'.))

- 8 We see the effects of these contributors in a number of different statistics :
- 62% of mothers in Newark and Sherwood breastfeed compared to 75% nationally.
  - Mansfield has a high percentage of people inactive due to ill health.

- There are 12 'hot spot' wards in Nottinghamshire where child poverty exceeds 30%. Nine of these are located in Mansfield.
- In Ashfield, the proportion of physically active adults has decreased and is below the East Midlands average.
- Ashfield has a significantly higher rate of under 18 alcohol-specific hospital admissions and adult alcohol-related hospital admission episodes are higher than the national average in Mansfield and Ashfield. They are also higher for females, particularly in Ashfield.
- Employment figures in Nottinghamshire for adults with a learning disability are 2.7%, below regional and national comparisons.
- The hospital admission rate for mental health conditions in young people aged under 18 years has increased in Nottinghamshire over the past 5 years.
- Domestic abuse recorded crime increased in Nottinghamshire from 5,808 between July 2016 – June 2017 to 6,645 between July 17 and June 18 equating to a 14.4% increase in reporting.

9 In order to address these inequalities, we need to look at what causes them. The independent health charity The King's Fund has identified four pillars of population health and wellbeing:



10 This evidence demonstrates why we need to act together and use the resources to provide affordable care which offers the best value for the Mid-Nottinghamshire pound. We know that our health behaviours and lifestyles are shaped strongly by environmental factors and, having



consulted local plans and the results from organisations' engagement with their communities, have agreed to focus on three overarching principles where we will create:



#### **How will we do this?**

Under each priority we will have a number of ongoing indicators of success that organisations within the ICP are working towards.

These will relate to the Nottingham and Nottinghamshire ICS Outcomes Framework once that is finalised and the NHS Long Term Plan. However it is expected that they will include:

- anti-social behaviour,
- housing/homelessness,
- improving physical activity,
- health prevention,
- social isolation,
- reducing levels of smoking and obesity,
- child poverty,
- transport, and employment.

This detail will be published in the next three months.

## **SCHEDULE 5**

### **FINANCIAL PRINCIPLES**

#### *Principles for Capitated Payment Approach:*

- 10.1 The following principles for the capitated payment approach have been developed in line Our ICP Principles and to support the delivery of Our ICP Objectives.
- 10.2 We agree that the principles set out in Schedule 5 will underpin the development of our ICP and future financial model and are applicable until superseded by a formal ICP Agreement
- 10.3 We agree that the capitated payment approach should:
- (a) incentivise clinical models that better anticipate and more completely meet the needs of individual Service Users and populations as a whole, including primary and secondary prevention such that they are 'Best for Service';
  - (b) incentivise holistic care with greater opportunity to co-ordinate and integrate services across settings and providers;
  - (c) be an enabler for change, supporting the delivery of efficiencies across the system, in line with the Sustainability and Transformation Plan;
  - (d) build on the positive elements of the current payment systems; and
  - (e) recognise risk and include a fair and transparent system-wide risk and reward share.
- 10.4 We agree that We need to ensure that perverse incentives are not built in to the above approach, including but not limited to:
- (a) avoiding the pitfalls/perverse incentives in the existing payment systems;
  - (b) avoiding unintended impacts on Service User access to Services (e.g. 'cherry picking') and therefore ensure there is sufficient accountability for the delivery of the Outcomes; and
  - (c) avoiding unintended impacts on a Service User's legal right to exercise choice

#### Target implementation

- (d) As part of our transition to a formal ICP structure we will develop a payment model during 2019/2021
- (e) We will continue to develop services and utilise the principles of a Capitated Model to either mirror or implement capitation for service specific projects. MSK and EOL as two examples currently in operational delivery



## **ICP Risk and Reward Share**

10.5 We have agreed the following principles for Our ICP risk and reward share until such time amended or superseded by our developing ICP

- (a) **Principle 1:** risk and reward share in accordance with the ICP Principles and the principles for capitated payment approach ;
- (b) **Principle 2:** risk and reward sharing will occur when the risks and benefits are agreed to be Our collective responsibility:
  - (i) risk and reward sharing should only apply to costs that are material in the context of system-wide risks i.e. it should only apply where it makes sense – for example, where as an ICP We can mitigate risk or deliver benefits/reward.
- (c) **Principle 3:** risk and reward share needs to be proportionally aligned with those of Us who are able to influence specific risks or benefits:
  - (i) each of Us has an obligation to attempt to mitigate risks and leverage benefits, irrespective of risk/reward share arrangements. However, where a collective responsibility is identified the sharing of risk and reward will only apply to those of Us whose actions directly impact on the desired result or change required.
- (d) **Principle 4:** there will not be a full gain/loss share or removal of individual organisations accountability:
  - (i) risk sharing should not dilute accountability of individual Participants for their own risk mitigations and delivery decisions;
  - (ii) as such, it will not be a full gain/loss or balance sheet risk share; the options review in 2016 will identify areas and mechanisms for risk and reward share.
- (e) **Principle 5:** all risk and reward share decisions must be reviewed from the perspective of the Mid Nottinghamshire population:
  - (i) the ultimate test for risk and reward share decisions must be what is right for the Mid Nottinghamshire population;
- (f) **Principle 6:** risk and reward sharing must be designed to consider both short and longer term implications:
  - (i) the risk and reward share model must allow flexibility (and allow for future adaption) to strike a balance between short term actions and working towards opportunities identified to develop future transformation benefits;
- (g) **Principle 7:** We will collectively agree which risks and rewards will be included in the sharing mechanism;
- (h) **Principle 8:** There will be an option to suspend the risk/reward share under 'exceptional' circumstances:
  - (i) the definition of 'exceptional' will be agreed between Us, but the intention is for this to be restricted to truly extreme scenarios e.g. flu pandemic;
- (i) **Principle 9:** All of these risk/reward Share principles must be delivered together:
  - (i) All nine principles must be applied concurrently and consistently.

## **SCHEDULE 6**

### **CHANGE PROCEDURE**

#### **1 CHANGE**

- 1.1 Save as otherwise specifically provided in this Agreement, no Change will be binding on Us unless the requirements of this Change Procedure have been satisfied.

Any ICP Participant will be entitled to propose a Change at any time by issuing a Notice of Change to the ICP Board.

- 1.2 Any of Us may, at any time prior to the signature of the Change Approval Form by all of Us, withdraw a Notice of Change it served.

- 1.3 Each Notice of Change will provide in respect of the proposed Change information including, but not limited to:

- (a) details of the proposed Change in sufficient detail to allow evaluation of the proposed Change;
- (b) the reason for the proposed Change;
- (c) any budgetary implications arising from the proposed Change and any impact upon any agreed risk/rewards sharing mechanism in place at the time of the Change; and
- (d) the critical dates, if any, for the implementation of the proposed Change.

- 1.4 The ICP Board shall:

- (a) review the Notice of Change as soon as reasonably practicable after receipt and consider, on a Best for Service basis, whether or not and to what extent a Change should be implemented; and
- (b) notify the ICP Transformation Board whether or not the proposed Change has been approved. The ICP Transformation Board will be bound by the decision of the ICP Board in relation to the proposed Change and it will take the appropriate action to implement the ICP Board's decision.

#### **2 EFFECT OF CHANGE ON COSTS**

- 2.1 We must all mitigate the effect, if any, which any Change will have on the costs which each of Us will incur in performing Our respective obligations under this Agreement or any Services Contract.

- 2.2 Subject to paragraphs 3.1 and 3.3, if the costs which a ICP Provider Participant will incur in the performance of its obligations under this Agreement or its Services Contract as a result of any Change will increase or decrease, then the amount payable to such ICP Provider Participant pursuant to this Agreement or its Services Contract may, subject to the agreement of the ICP Board in approving the relevant Change, be adjusted to reflect the amount of such increase or decrease and such agreed adjustment will be reflected by an amendment to the relevant Services Contract.

### **3      FORMALITIES**

- 3.1      A Change Approval Form will be raised and completed by the ICP Transformation Board in relation to all Changes which are approved by the ICP Board, and the Change Approval Form will stipulate the date from which it will, or in the case of a Change is proposed that the Change will, be effective and will be signed by each of Us.
- 3.2      On receipt of the completed Change Approval Form, the Commissioner Contracts department will raise and issue a formal amendment to any Services Contract affected.
- 3.3      We will execute all alterations to, or variations of, this Agreement as a deed. All alterations to, or variations of, any other Services Contract will be executed under hand by all parties to such agreement.
- 3.4      We will each take all necessary steps to implement any alterations to or variations of any Services Contract or any Change made in accordance with this Schedule 6.

## **SCHEDULE 7**

### **GOVERNANCE**

#### **1 GOVERNANCE STRUCTURE**

- 1.1 Our Governance Structure comprises the following Boards and Groups as described in Clause 9:



ICP Structure.docx

#### **Mid –Nottinghamshire ICP BOARD**

#### **2 SCOPE**

- 2.1 The ICP Board will be responsible for, directing and leading the ICP in accordance with the ICP Principles, setting overall strategic direction in order to meet the ICP Objectives and the Outcomes.

#### **3 GENERAL RESPONSIBILITIES OF THE ICP LEADERSHIP BOARD**

- 3.1 The general responsibilities of the ICP Board are set out in Clause 9.10, with the following terms of reference (will need to embed final version)



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- 3.2 Decisions of the ICP Board are to be taken by the Full ICP Members acting unanimously and making decisions in accordance with Our ICP Principles.

#### **4 TERMS OF REFERENCE FOR THE SUPPORTING GOVERNANCE GROUPS**

- 4.1 The ICP Board will be responsible for determining the Terms of Reference for each of the Supporting Governance Groups.

#### **5 MEMBERS AND DEPUTY MEMBERS OF THE ICP LEADERSHIP BOARD**

- 5.1 Membership to the ICP Board will be as set out in the agreed Terms of Reference
- 5.2 We will each appoint one ICP Board Member to, and will at all times maintain an ICP Board Member on, the ICP Board. Any of Us may remove or replace Our respective ICP Board Member at any time subject to the consent of the other ICP Board Members, such consent not to be unreasonably withheld or delayed.
- 5.3 Unless otherwise agreed in writing by the ICP Board, any such appointment or removal will take effect upon service of a notice in writing by the relevant party to the Agreement to the rest of Us.
- 5.4 We all agree that those set out at Annex 1 to this Schedule 7 (Governance) will be the initial ICP Board Members.
- 5.5 Any ICP Board Member may appoint a deputy ICP Board Member to act on their behalf. A deputy ICP Board Member will be entitled to:

- (a) attend and, in the case of Full ICP Members be counted in the quorum and make decisions at any meeting at which the Full ICP Member's ICP Leadership Board Member appointing him is not personally present; and
  - (b) do all the things which his appointing ICP Board Member is entitled to do.
- 5.6 We will all ensure that, except for urgent or unavoidable reasons, Our respective ICP Board Member (or their appointed deputy) attends all and fully participates in the meetings of the ICP Board. Where a Full ICP Member or their appointed deputy cannot attend a meeting of the ICP Board (either in person or by way of video/phone conference) then, subject to paragraph 6.4 below, such a meeting shall not be quorate and it will be necessary for any decisions to be taken at a reconvened meeting.

## **6 PROCEEDINGS OF ICP BOARD MEMBERS**

- 6.1 The ICP Board will meet as required, but for a period of three (3) months from the Commencement Date, not less than once a month, then not less than once every three (3) months thereafter.
- 6.2 The ICP Board Members will agree and appoint an Independent Chairman for the ICP Board
- 6.3 The ICP Board Members may regulate their proceedings as they see fit save as set out in this Schedule 7 (Governance).
- 6.4 Save as set out in this paragraph 6.4, no matter will be decided at any meeting unless a quorum is present. Subject to the provisions of Clause 19 (Rectification, Exclusion and Termination) a quorum will not be present unless all ICP Board Members representing Full ICP Members (or their deputy ICP Board Members) are in attendance. When considering the exclusion of a ICP Provider Participant pursuant to Clause 19 (Rectification, Exclusion and Termination) then the provisions of Clause 19 (Rectification, Exclusion and Termination) will apply and the quorum will be all Full ICP Member representatives on the ICP Board (or their deputy ICP Board Members excluding (for such matter) the ICP Board Member (or his deputy ICP Board Member) appointed by the relevant ICP Provider Participant to whom any Rectification Notice or Exclusion Notice is addressed. Subject to Clause 20.6, the ICP Board Member (or deputy ICP Board Member) of any such ICP Provider Participant may attend but not make any decision on such matter. Save as set out in this paragraph 6.4, Full ICP Member Representatives of the ICP Board Member (or his deputy ICP Board Member) may make a decision on any matter and be included for the purpose of a quorum at any meeting at which the matter is considered.
- 6.5 A meeting of the ICP Board may consist of a conference between the ICP Board Members (or their deputy ICP Board Members) who are not all in one place, but each of whom is able directly or by telephonic or video communication to speak to each of the others, and to be heard by each of the others simultaneously.
- 6.6 Each ICP Board Member (or his deputy ICP Board Member) will have an equal say but only ICP Board Members who are appointed by an ICP Participant that is a Full ICP Member shall make decisions (on a Best for Service basis) and be entitled to vote at meetings of the ICP Board.
- 6.7 Associate ICP Members shall be entitled to attend and take part in meetings of the ICP Board but shall not be involved in making decisions.
- 6.8 Subject to the provisions of this Agreement, a decision made by the ICP Board will be binding on the ICP.

**7      ATTENDANCE OF THIRD PARTIES AT MEETINGS OF ICP BOARD**

7.1      The ICP Board shall be entitled to invite the following people to attend but these people may not make decisions at meetings of the ICP Board:

- (a)      representatives from a Supporting Governance Group;
- (b)      representatives from the Citizens Council; and/or
- (c)      anyone to whom the ICP Board extends an invitation from time to time,

and We will all ensure that none of Our other employees, agents or representatives (other than its ICP Board Member or deputy ICP Board Member) attends unless expressly invited to attend pursuant to this paragraph 7.1.



## **SCHEDULE 8**

### **DISPUTE RESOLUTION PROCEDURE**

#### **1 Avoiding and Solving Disputes**

- 1.1 We commit to working cooperatively to identify and resolve issues to Our mutual satisfaction so as to avoid all forms of dispute or conflict in performing our obligations under this Agreement.
- 1.2 We believe that:
- (a) by focusing on our agreed ICP Outcomes and ICP Principles;
  - (b) being collectively responsible for all risks; and
  - (c) fairly sharing risk and rewards as part of the Risk/Reward Mechanism.
- reinforce our commitment to avoiding disputes and conflicts arising out of or in connection with Our ICP.
- 1.3 We 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 Our ICP (each a '**Dispute**') when it arises.
- 1.4 In the first instance the **ICP Transformation Board** shall seek to resolve any Dispute to the mutual satisfaction of each of Us. If the Dispute cannot be resolved by the **ICP Transformation Board** within 10 Business Days of the Dispute being referred to it, the Dispute shall be referred to the ICP Board for resolution.
- 1.5 The ICP Board shall deal proactively with any Dispute on a Best for Service basis in accordance with this Agreement so as to seek to reach a unanimous decision. If the ICP Board reaches a decision that resolves, or otherwise concludes a Dispute, it will advise Us of its decision by written notice. Any decision of the ICP Board will be final and binding on Us.
- 1.6 We agree that the ICP Board, on a Best for Services basis, may determine whatever action it believes is necessary including the following:
- (a) If the ICP Board cannot resolve a Dispute, it may 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 ICP 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 ICP Board at such discussions;
    - (iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Business Days of the independent facilitator being appointed; and



(c) If the independent facilitator cannot facilitate the resolution of the Dispute, the Dispute must be considered afresh in accordance with this Schedule 7 and only after such further consideration again fails to resolve the Dispute, the ICP Board may decide to:

(i) terminate the ICP; or

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

1.7 The ICP Board shall use its best endeavours to reach its decision under paragraph 5.5 or 5.6(c) within 3 months of the date the matter was first referred to it.

## **SCHEDULE 9**

### **INFORMATION SHARING**

**PLEASE NOTE THIS DOCUMENT WAS DRAFTED IN 2018 and will require IG review to check and validate terminology and content**

#### **1. Introduction**

- 1.1 The work of the Programme, particularly the delivery of the Services, will involve sharing of personal data and information about patients/services users ("**User Information**") between the Alliance Participants.
- 1.2 This schedule sets out the terms and conditions for the sharing of User Information for the purposes of the Programme and the delivery of the Services.

#### **2. Definitions and Interpretation**

- 2.1 In this Schedule 9 the following words and phrases have the following meanings:

<b>Caldicott Guardian</b>	means the senior person responsible for protecting the confidentiality of patient and service user information and enabling appropriate information sharing.
<b>Data</b>	means the personal data and sensitive personal data comprised in the User Information shared between the Alliance Participants pursuant to this Agreement;
<b>DPA</b>	means the Data Protection Act 1998;
<b>GDPR</b>	means the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>User Information</b>	means information relating to Service Users in receipt of the Services;
<b>Purposes</b>	means the purposes set out in paragraph 3.1.

#### **3. Purposes of Information Sharing**

- 3.1 This Schedule 9 provides for the sharing of User Information in connection with the Services for the following purposes:
- the care of Service Users;
  - the safety of Service Users;
  - delivering improvements in the care of Service Users, including integrated provision of the Services.
- the "**Purposes**".
- 3.2 The User Information that may be processed (i.e. shared) between Us is detailed in the Appendix to this Schedule 9.
- 3.3 This Schedule 9 has been approved only for the Purposes listed in paragraph 3.1 above. If other purposes for sharing User Information are subsequently identified, these will be considered for inclusion in the Agreement by the Operational Oversight Group or its equivalent.
- 3.4 Any amendments to this Schedule will must be approved by the Caldicott Guardians of the Alliance Participants and applied in accordance with the

provisions of Clause 22 of the Agreement.

- 3.5 We acknowledge and agree that We may share information for other purposes as stipulated in separate information sharing agreements.
- 3.6 Each of Us shall continue to share the User Information pursuant to the terms of this Schedule until:
- 3.2.1 the Alliance Agreement expires or terminates for any reason; or
  - 3.2.2 the relevant Alliance Participant is excluded from the Alliance, in which case the provisions of this Schedule 9 shall no longer apply to that Alliance Participant.

#### **4. Responsible Officer**

- 4.1 Each of Us shall appoint and name a responsible officer who will ensure the protection of User Information. The key contact details of the responsible individuals as at the date of this Agreement are as set out in paragraph 4.2 below.
- 4.2 For the purposes of paragraph, the address for service of notices on each party shall be as follows:

a) For Ashfield District Council:

**5.** For the attention of: [name]

**6.** Tel: [tel no]

**7.** Email:

b) For Newark and Sherwood District Council:

**8.** For the attention of: [name]

**9.** Tel: [tel no]

**10.** Email:

c) For Nottinghamshire County Council:

**11.** For the attention of: [name]

**12.** Tel: [tel no]

**13.** Email:

d) For NEMS Community Benefits Services Limited:

**14.** For the attention of: [name]

**15.** Tel: [tel no]

**16.** Email:

e) For East Midlands Ambulance Service NHS Trust:

**17.** For the attention of: [name]

**18.** Tel: [tel no]

**19.** Email:

f) For Nottinghamshire Healthcare NHS Trust:

**20.** For the attention of: [name]

21. Tel: [tel no]

22. Email:

g) For Sherwood Forest Hospitals NHS Foundation Trust:

23. For the attention of: [name]

24. Tel: [tel no]

25. Email:

k) For Mansfield District Council :

26. For the attention of: [name]

27. Tel: [tel no]

28. Email:

Need to insert all parties to the agreement

## 29. General Responsibilities of the Parties

- 29.1 In this paragraph 5, the terms data controller, data processor, personal data, sensitive personal data and processing shall be as defined in the Data Protection Act 1998 (the "**DPA**"), and "**Data**" shall mean the personal data and sensitive personal data comprised in the User Information.
- 29.2 Each of Us shall, from 25 May 2018, comply with its obligations under the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**") as a data processor and to the extent any one of Us is a data controller, that Alliance Participant shall comply with its obligations under the GDPR as a data controller. For the purpose of this paragraph 5, a reference in this Agreement to the DPA shall from 25 May 2018 be construed as being a reference to the GDPR and the terms referred to in this paragraph 5 shall have the meaning given to them in the GDPR. Any reference in this Agreement to "sensitive personal data" shall from 25 May 2018 be construed as meaning "special categories of personal data" as referred to in the GDPR.
- 29.3 We acknowledge that each of Us is a data controller and may be a data processor in relation to the Data, depending on the context in which User Information is shared.
- 29.4 We each agree, in relation to Data for which each of Us is a data controller, to comply with the relevant obligations under the DPA.
- 29.5 Where one of Us is a data processor (a "**Relevant Processor**") of Data under the control of another of Us (a "**Relevant Controller**"), that Data Processor shall:
- 5.3.1 process the relevant Data only on the written instructions of the Relevant Controller, which may be specific instructions or instructions of a general nature as set out in this Agreement, and which written instructions may be varied from time to time, and if the Relevant Processor is aware that or of the opinion that any instruction given by the Relevant Controller breaches the DPA or the GDPR or data protection law of any European Union Member State, the Relevant Processor shall immediately inform the Relevant Controller of this giving details of the breach or potential breach;
  - 5.3.2 process the Data only to the extent, and in such a manner, as is necessary for the Purposes or as is required by law or any regulatory body;
  - 5.3.3 take appropriate technical and organisational measures against any unauthorised or unlawful processing of the Data, and against the accidental loss or destruction of or damage to such Data having regard to the state of technological development, the nature of the Data to be protected and the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage, and take reasonable steps to ensure

- compliance with such appropriate technical and organisational measures;
- 5.3.4 comply with such technical and organisational measures as are necessary to ensure compliance with the GDPR by the Relevant Processor and the Relevant Controller from 25 May 2018 and to protect the rights of relevant data subjects;
- 5.3.5 notify the Relevant Controller immediately of any unauthorised or unlawful processing of the relevant Data, and/or any accidental loss or destruction of or damage to that Data and provide full details of unlawful processing and/or loss or destruction or damage to the Data;
- 5.3.6 assist the Relevant Controller to comply with its obligations in relation to security and protection of the personal data under the DPA or the GDPR (as applicable) including but not limited to prompt assistance with the Relevant Processor's obligations pursuant to the GDPR and any other applicable law regarding notification of security breaches to any relevant regulatory authority and notification of personal data breaches to data subjects in accordance with the timescales set out in and requirements of the GDPR;
- 5.3.7 take all reasonable steps to ensure the reliability of its staff who have access to the Data and ensure that access to the Data is limited to such authorised staff only who require access to it for the purpose of complying with the Relevant Processor's obligations in respect of the Services and who will maintain the confidentiality and security of the Data;
- 4.3.8 ensure that all of its personnel required to access Data are informed of its confidential nature;
- 5.3.9 not process Data for any longer than necessary for the purpose of performing its obligations under this Agreement and return and/or destroy Data as instructed by the Relevant Controller from time to time in writing and in any event return or destroy (as directed by the Relevant Controller) all Data on termination of this Agreement or, as applicable, its involvement in this Agreement;
- 5.3.10 not process or transfer the relevant Data outside of the European Economic Area (or any country deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC) without the prior written consent of the Relevant Controller and putting in place adequate protection for the Data to enable compliance by the Relevant Processor and Relevant Controller with their respective obligations under the DPA and the GDPR as applicable;
- 5.3.11 comply with any systems or procedures which the Relevant Controller may notify the Relevant Processor of from time to time in respect of the processing of Data;
- 5.3.12 at all times perform its obligations under this Agreement in such a manner as not to cause the Relevant Controller in any way to be in breach of the DPA or the GDPR as applicable;
- 5.3.13 perform its obligations in respect of the Services in full compliance with all applicable guidelines, statutory orders, supplementary laws and codes of practice issued by relevant regulators pursuant to or in connection with the DPA and the GDPR, including as may be issued by the Office of the Information Commissioner in the UK, data protection regulators of other European Union Member States or as may be issued by the European Commission or the Board and "**Board**" shall have the meaning given in the GDPR;
- 5.3.14 provide reasonable assistance to the Relevant Controller in:
- a. assisting with compliance with data subject rights under the DPA and the GDPR including rights of rectification, erasure (right to be forgotten), restriction of processing, portability, right to object to processing, rights in relation to automated individual decision making (including profiling); and/or

- b. immediately informing the Relevant Controller if in relation to the Data processed pursuant to this Agreement it receives any subject access request, or request by a data subject to transfer, rectify, erase or destroy their personal data and the Relevant Processor shall provide prompt assistance to the Relevant Controller in complying with any such request; and/or
  - c. immediately informing the Relevant Controller of and promptly providing assistance with responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner 's Office or other regulatory authority in respect of the Data; and/or
  - d. immediately informing the Relevant Controller of any request for disclosure of the Data from a third party which the Relevant Processor receives directly and providing a copy of such request and the Relevant Processor shall not disclose or release any Data without first consulting with and obtaining the consent of the Relevant Controller, except where required by applicable law or any court of competent jurisdiction;
- 5.3.15 promptly inform the Relevant Controller of any request for disclosure of the relevant Data from a Patient/Service User or any other third party which the Relevant Processor receives directly and provide a copy of such request and the Relevant Processor shall not disclose or release any relevant Data without first consulting with and obtaining the consent of the Relevant Controller, except where required by applicable law or any court of competent jurisdiction;
- 5.3.16 maintain and implement a business continuity and disaster recovery plan to the reasonable satisfaction of the Relevant Controller;
- 5.3.17 provide such information as is reasonably necessary to enable the Relevant Controller to satisfy itself of the Relevant Processor 's compliance with this paragraph 5 and allow the Relevant Controller and its authorised representatives, upon reasonable prior written notice to the Relevant Processor, reasonable access to any relevant premises, during normal business hours, to inspect the procedures and measures referred to in this paragraph 5, provided that the Relevant Controller agrees to carry out such inspection with minimum disruption the Relevant Processor's day to day business;
- 5.3.18 consider all relevant DPA and GDPR requirements and shall assist the Relevant Controller to implement all necessary DPA and GDPR compliance requirements;
- 5.3.19 assist the Relevant Controller to comply with its obligations under the DPA and the GDPR, including but not limited to, assisting the Relevant Controller with:
  - a. transparent information collection (including but not limited to the issuing of relevant data protection notices) and in particular in light of the Data to be processed shall assist with compliance with obligations under the GDPR in relation to processing of information about children;
  - b. obtaining any necessary consents from data subjects and in the case of children, obtaining any necessary consents from the data subjects' parents or guardians in relation to processing of the child's personal data;
  - c. compliance with restrictions regarding personal data processing which are imposed by European Union or Member State law pursuant to the GDPR; and
  - d. conduct of data protection impact assessments in relation to any processing of Data and where required by the GDPR or otherwise by relevant data protection laws, assist with consultation with and provision of information to the Information Commissioner's Office or other relevant regulator or data protection authority in relation to such data protection impact assessment(s).

- 29.6 In the event that it is necessary for the Relevant Processor to disclose relevant Data to a third party, including a consultant, sub-contractor, agent or professional adviser for the performance of the Services, the Relevant Processor shall be responsible to the Relevant Controller in respect of any such disclosure or use of the Data by a third party to whom disclosure is made and the Relevant Processor shall procure that such third party complies with equivalent data protection and confidentiality obligations as contained in this paragraph 5.
- 29.7 Each Relevant Processor shall put in place in writing with any third party, including a consultant, sub-contractor, agent or professional adviser or other third party which may receive and/or have access to Data ("**Sub-Processor**"), contractual obligations which are at least equivalent to the obligations imposed on it pursuant to this paragraph 5 and each Relevant Processor shall be liable to the Relevant Controller(s) for any failure of any such Sub-Processor to comply with such equivalent data protection obligations (whether or not imposed in writing on the Sub-Processor). Each Relevant Processor shall not appoint any such Sub-Processor (whether in writing or otherwise) without the prior written consent of the Relevant Controller(s) and if any such Sub-Processor has:
- 5.7.1 not given or will not give such contractual commitments or otherwise if such Sub-Processor is willing to give such commitments but the Relevant Controller reasonably believes that such Sub-Processor will not comply with such commitments, the Relevant Controller may at its discretion withhold such consent; or
  - 5.7.2 been appointed but has breached such commitments or otherwise if the Relevant Controller believes that such Sub-Processor has not complied or will not comply with such commitments the Relevant Controller may require the Relevant Processor to terminate such third party's appointment immediately.
- 29.8 Each of Us warrants that it is not, at the date on which this Schedule is included in the Agreement, aware of any matter or circumstance which would cause it to be unable to fully comply with the provisions of this paragraph 5 of Schedule 9.
- 29.9 Each Relevant Processor shall, on termination of this Alliance Agreement or any part of it, and at any time on the request of a Relevant Controller, return to that Relevant Controller, or if requested by the Relevant Controller, securely destroy relevant Data (including all copies of it) immediately (provided that in relation to any partial termination of the Services it shall not be required to do so where this would adversely affect the Relevant Processor's ability to provide the remaining Services).
- 29.10 Unless statutory exemptions apply, each of Us will use reasonable endeavours to obtain the explicit consent of Service Users to share their User Information, such consent to be obtained at the earliest opportunity and only in respect of the Purposes, and recorded. Where a Service User decides not to consent to the sharing of their User Information, each of Us shall ensure that any of the Alliance Participants with whom the relevant User Information has been shared are aware of the Service User's decision to opt out and shall take all reasonable steps promptly to ensure compliance with the Service User's wishes in respect of the use of their User Information.
- 29.11 We shall use media and platforms such as posters and Our websites to communicate with Service Users about how We handle and use their User Information and how they can contact Us about any concerns or complaints that Service Users may have.

## **30. Information Handling**

- 30.1 We each acknowledge and agree that:
- 6.1.1 information about people who have died, although not subject to the DPA, may be sensitive, confidential and/or relate to living individuals and accordingly shall be shared in accordance with the provisions of this Schedule 9;
  - 6.1.2 where User Information has been anonymised in accordance with guidance it can be shared outside the scope of this Agreement;
  - 6.1.3 where User Information is being anonymised, each of Us as applicable shall inform Service Users about this use of User Information as part of the

privacy information provided to Service Users.

- 30.2 User Information shall only be transferred between Us using the NHS N3 secure network. At no point is such User Information to be transferred other than using the NHS N3 network. Transfers of information on paper or via fax are prohibited.
- 30.3 Each of Us will ensure that:
- 6.3.1 User Information is stored at rest in encrypted files using at least AES 256 bit encryption.
  - 6.3.2 database backups are encrypted using AES 256 as minimum level of encryption.
- 30.4 Each of Us agree that We shall not disclose any User Information shared with Us pursuant to this Agreement with third parties without the written consent of the Alliance Participant that shared the User Information originally.
- 30.5 Before undertaking any publishing activity using Data based on User Information, each of Us shall undertake a risk assessment to ensure that each relevant publication complies with the following guidance:
- a. Anonymisation: managing data protection risk code of practice: <https://ico.org.uk/media/for-organisations/documents/1061/anonymisation-code.pdf>
  - b. The Anonymisation Decision Making Framework: <http://ukanon.net/wp-content/uploads/2015/05/The-Anonymisation-Decision-making-Framework.pdf>
- 30.6 Access to User Information shall be managed, auditable and restricted to those individuals who need to process the User Information for the Purposes.
- 30.7 The quality of Data being shared shall comply with national information governance standards.
- 30.8 We shall develop a process for ensuring that any material inaccuracies or missing Data in User Information are shared between Us and that, as applicable, We update the relevant [electronic] records for the relevant Service Users as soon as reasonably practicable.
- 30.9 Each of Us shall use reasonable endeavours to ensure that its organisation undertakes an audit of data security, includes identified data security risks on its organisation's risk register, and regularly reviews its organisation's progress in addressing those identified risks.
- 30.10 Each of Us shall maintain subject access procedures that comply with the requirements of the DPA.
- 30.11 We acknowledge and agree that each of Us shall use reasonable endeavours to promote a culture of learning, not blaming, in relation to data security within Our respective organisations.
- 30.12 Each of Us shall ensure that all staff handling User Information (including agency and temporary staff) shall be provided with training, tools and support in handling and sharing User Information safely, such training and support measures to include:
- 6.8.1 how to work safely on remote devices;
  - 6.8.2 arrangements to keep removable records secure;
  - 6.8.3 clear guidance on how to raise concerns and how to report actual and near incidents and data breaches.

## **31. Information Governance**

- 31.1 We shall agree a joint format for logging Our information sharing as between each of Us and other Alliance Participants, which audit trail shall include details of:
- a. The parties with whom User Information has been shared (including any third parties);
  - b. The type of information, the Purposes underpinning the sharing and the type of processing undertaken as a result of the sharing;



- c. Relevant features e.g. issues with quality, whether anonymised (inc. method), security incident/breach issues;
  - d. Relevant subject access requests;
  - e. Relevant complaints.
- 31.2 We shall will review Our compliance with the provisions of this Agreement at least annually, including:
- a. User Information being shared is relevant and specific to the Purposes;
  - b. the accuracy of User information;
  - c. Data is being anonymised, retained and deleted in accordance with the provisions of this Schedule 9;
  - d. Data security arrangements are in place and operating in accordance with the provisions of this Schedule 9;
  - e. a review of DPA subject access requests and complaints to ensure that requests, complaints and queries from the public are being adequately managed.
- 31.3 Where any of Us identifies non-compliance with the provisions of this Schedule 9, We shall use all reasonable endeavours to address such non-compliance to the extent that it applies to our organisation(s), and assist each other in the sharing and adoption of best practice. Where appropriate, issues of non-compliance that affect the Alliance as a whole shall be referred to the Alliance Leadership Board for consideration.

## **32. Termination and Consequences of Termination**

- 32.1 Notwithstanding any termination of this Agreement, the obligations of each party under the DPA or GDPR as applicable continue as long as required under the relevant Act after termination of this Agreement.
- 32.2 Termination of this Agreement shall not affect any accrued rights or remedies to which any party is entitled.

## **33. Liability**

- 33.1 As provided under Clause 18 of this Agreement, the respective liabilities of each party to this Agreement will be allocated in accordance with the Services Contracts. In the event that liabilities arise that are not covered by a Services Contract We agree that, subject to paragraph 9.2, each of Us (an "**Indemnifying Party**") will hold harmless each of the other Alliance Participants (each an "**Indemnified Party**") and will indemnify and keep indemnified each Indemnified Party, in full and on demand, against all Claims (and related costs, charges and reasonable legal expenses) which that Indemnified Party incurs or suffers, arising from any claim at law (including in negligence of any degree or other tort, or collateral contract or otherwise at law) for any indirect, incidental or consequential or other loss or damage of whatsoever kind, arising from any breach by such Indemnifying Party to this Schedule 9 of the obligations under paragraphs 5 and 6.
- 33.2 Each of Us will take all reasonable steps to mitigate any Losses for which a party may be entitled to either be indemnified by another party or to bring a Claim against another party pursuant to paragraph 9.1.

## **34. Dispute Resolution**

Any disputes between the parties in respect of the provisions of this Schedule 9 shall be dealt with in accordance with the dispute resolution provisions set out in Schedule 8 of this Alliance Agreement.

## **Appendix to Schedule 9**

## **User Information that may be Shared**

1. This Appendix sets out which data items of User Information that may be transferred between Us under this Agreement. Note that in most instances User Information will comprise personal data and sensitive personal data as defined in the DPA.
2. There are six broad categories of User Information that may be shared:
  - 1) Core patient demographic information;
  - 2) Referral information;
  - 3) Pathway information about the care being delivered, including:
    - Appointments / contact information and the outcome(s) of such meeting or contact;
    - Care plans;
    - Level of care being provided;
    - Teams delivering care;
  - 4) Assessment and care plan information;
  - 5) Contact management information about incoming contacts;
  - 6) Discharge information.

### ***Core Patient Demographic Information***

3. Core detail about the /Service User are transferred as part of this Agreement that include:
  - 1) Family name, given names;
  - 2) Date of birth;
  - 3) Current address;
  - 4) NHS Number.

### ***Referral Information***

4. The exact details of the referral information will vary, depending on the requirements of the relevant Services Contract. All information about a referral is transferred, including:
  - Care Record Summary;
  - Consultations;
  - Medication;
  - Problems;
  - Investigations;
  - History;
  - Attachments;
  - Referrals;
  - Warnings.

### ***Pathway information***

5. Service User management services depend on information about the care being provided to Services Users. At a minimum, the following information will

be exchanged:

- Appointments / contact information and the outcomes;
- Coded values;
- Care plans;
- Level of care being provided;
- Teams delivering care;
- Internal pathway information where more than one service / provider is delivering care.

***Assessment and care plan information***

6. [tbd]

***Contact Management Information***

7. The following information is transferred at a minimum:
- Date and time of contact;
  - Type of contract;
  - Duration of the contact;
  - NHS Number of the person whom the contact was about.

***Discharge & Outcome Information***

8. Information about the discharge of patients either between levels of care or on leaving the care of a Service.

## Mid-Nottinghamshire ICP Board

<b>TITLE:</b>	Neighbourhood Approach
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<b>DATE OF MEETING:</b>	9 September 2019	<b>PAPER REF:</b>	ICP/19/034
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<b>AUTHOR:</b>	Matt Finch, Hayley Barsby, Rob Mitchell, Theresa Hodgkinson and David Ainsworth	<b>PRESENTER:</b>	Matt Finch, Hayley Barsby, Rob Mitchell, Theresa Hodgkinson and David Ainsworth
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<b>EXECUTIVE SUMMARY (OVERVIEW):</b>
<p>The District Council partners of the ICP have come together, as requested by the ICP Board, to work with the Mid Nottinghamshire CCG Locality Director to provide the Board with a two part presentation setting out the approach being taken towards addressing 'Place based' provision.</p> <p>Part 1 (September 2019) will explain:</p> <ul style="list-style-type: none"> <li>• The District Council role - as leaders of place/recognising wider determinants.</li> <li>• Mid-Notts Strategic Objectives - key themes from their District/Borough Health and Wellbeing Plans (aligned to the ICP Plan and H&amp;W Board).</li> <li>• Their Priority Places in Mid-Notts - stating our priority neighbourhoods/wards/estates with maps and like David has said, a short explanation as to how/why these have been identified as priority areas for tackling health inequalities.</li> <li>• Next steps ...alignment with PCN developments.</li> </ul> <p>Part 2 (Nov) will present:</p> <ul style="list-style-type: none"> <li>• PCN alignment with District / Borough Place based approaches.</li> <li>• Operational model - to co-ordinate targeted interventions at place level, drawing on asset based approaches within communities.</li> <li>• A call for action/support from the ICP Board Members.</li> </ul>

<b>RECOMMENDATION:</b>
<p><b>X</b> To receive the recommendation (<i>see details below</i>)</p> <p>The ICP Board is asked to receive the first presentation, to discuss its content and to support the second presentation in November in order that the board reaches a common understanding of the work around Place Based Provision in Mid Nottinghamshire.</p>

# Winter 2019 Respiratory Initiative



**WRAP UP  
WARM  
AND  
STOP FLU**

# Why focus on Respiratory?

- High disease prevalence (deprivation, ex-mining)
  - Particularly M&A and City
- Leading cause of ED attendance/admission over winter
- Pressures spread across system (acute GP care, ED, community, EMAS....)
- Need to mitigate demand
- Sustained pressure 18/19 (despite mild weather and unremarkable flu)
- Likely at least similar in 19/20 and additional risks
  - Weather (?)
  - Flu (Australian flu season predicts...)
  - Brexit

# System Alignment

- GPNN agrees Respiratory as aligned target
  - Filtering down to PCNs CDs and practices...
  - Primary Care as a cohesive provider
- CCG Clinical Leadership
- ICP, Locality leads, clinicians
- Needs still wider engagement – NHT, EMAS, LA across ICPs & ICS
- Aligning initiatives and ‘sweating assets’

# System Wide Branding

- Winter Respiratory Admission Prevention
  - WRAP
- Wellbeing & Respiratory Management
  - WARM
- Standing Together on Preventing Flu
  - STOP FLU
- System-Wide Initiative Preventing Exacerbation of Asthma and COPD
  - SWIPE Asthma & COPD

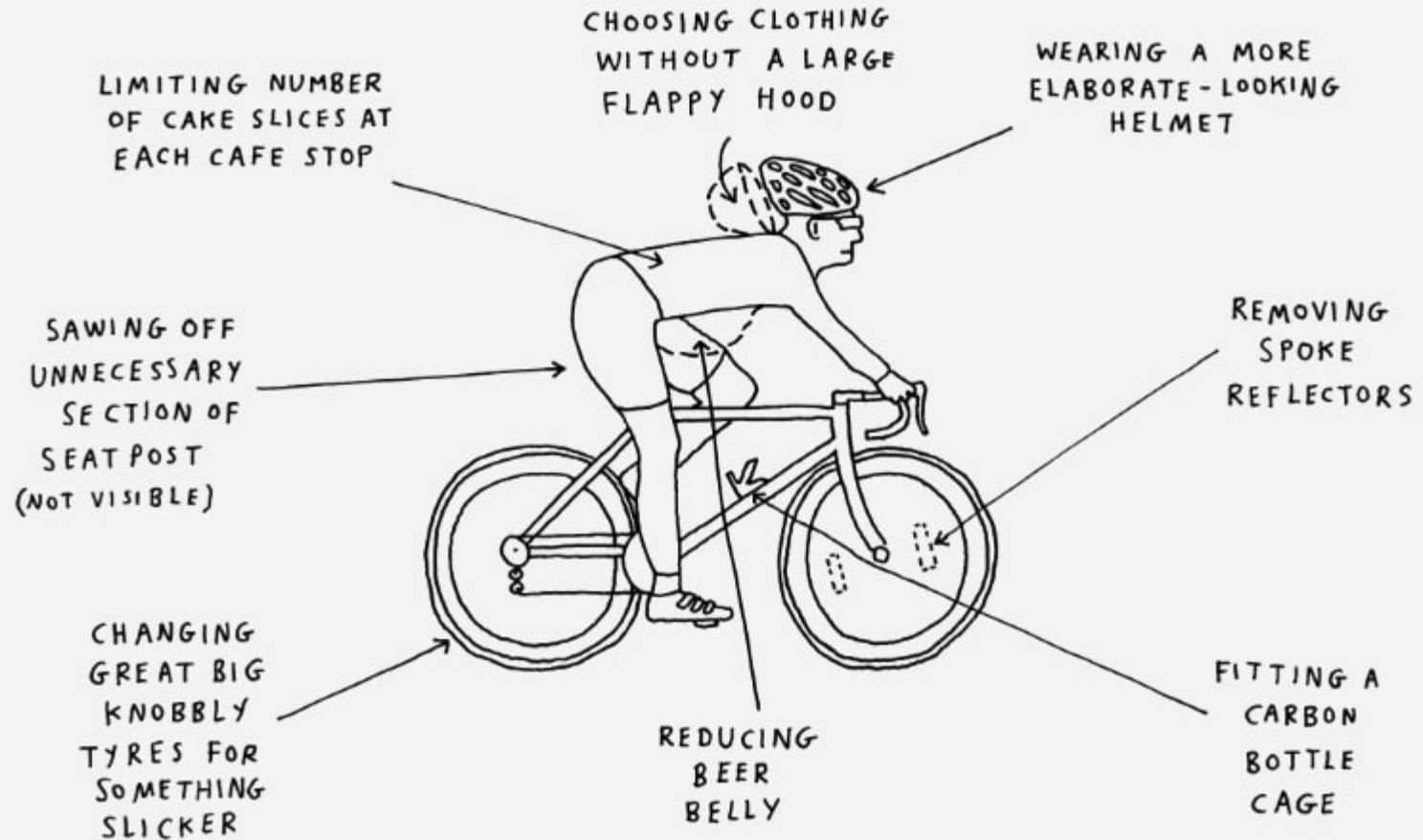


# Initiative Principles

- Aggregate marginal gains
- Sweat/tweak BAU services
- Maximal gain; minimal cost (existing opportunities)
- Align incentives, existing funding
- Evidence based innovation
- ‘Wigan’ philosophy
  - Community assets; everybody’s ownership
- Targeted investment potentially the icing...
- Menu of opportunities and best practice (distribution variable across ICPs/PCNs) implemented under **WRAP** umbrella

# MARGINAL GAINS

HOW THE PROFESSIONALS MAKE SMALL CHANGES TO IMPROVE THEIR PERFORMANCE



# Wellbeing & Respiratory Management

- Aligned communications and materials – national & local
  - Media campaigns, events
  - Practice leaflets, information resources
- Vitamin D reduces Asthma & COPD admissions
  - Evidence: .....
  - Action: APC leaflet approved by CEC, PCN pharmacist encourage uptake
- Proactive management
  - Self management plans and rescue meds
  - Action: PCN pharmacists, PNs & RSNs
- Reactive management of COPD exacerbation
  - Evidence: Respiratory admissions mitigated by primary care appointments .....
  - Action: Realign GP Extended Access provision to respiratory clinics/flu
  - Action: Review & optimise reactivity of community services (e.g. central register of COPD patients)
  - Action: COPD, asthma hub, lung cancer screening
  - Action: Advice responsive to weather forecasts?

# STOP FLU

- Targeting at-risk groups (exceed NHSE targets)
  - Asthma, COPD, superspreaders (<5), >65, ?homeless
- Optimise vaccine uptake
  - Central resource case finding/ encouragement
  - Outreach to specific groups e.g. nurseries
  - ‘Event’ clinics
  - Central stock co-ordination
- School education

# Next Steps

- GP provider meetings with SFH & NUH respiratory clinicians
- Liaison and alignment with wider system partners – NHT, EMAS, LA
- Develop task and finish groups (ICP/GP Provider/PCNs) work up opportunities & implementation
- Develop opportunities under WRAP, WARM and STOP FLU banners
- Implement at appropriate per ICS, ICP, PCN, practice

<b>Key:</b>
Standing Item
Provisional Item

## Mid-Nottinghamshire ICP Board Forward Programme – 2019

Meeting Date	Deadline for Papers	Agenda Item	Lead
9 September 2019	3 September 2019	Partnership Agreement and Terms of Reference and Governance Diagram	Peter Wozencroft
		Neighbourhood Approach – 1 hour	Matt Finch, Hayley Barsby, Rob Mitchell, Theresa Hodgkinson and David Ainsworth
		GP provider alignment: winter respiratory admissions prevention / PCN Update	Gavin Lunn / PCN Clinical Directors
		ICS Update	Rebecca Larder
7 October 2019	1 October 2019	Wigan Conference	
		Any Other Urgent Business	
18 November 2019	12 November 2019	Outcomes Framework	Tom Diamond
		ICP Vision	Kerry Beadling-Barron
		Engagement Model	Kerry Beadling-Barron
		Estates Checkpoint Exercise	Ben Widdowson
		Q2 System Performance Report (query Dec/Jan)	Peter Wozencroft / Andy Haynes
		ICS Response to the Long Term Plan	Mr Richard Mitchell
		Integrated Well Being Service	David Ainsworth / Matt Osborne, NCC

Meeting Date	Deadline for Papers	Agenda Item	Lead
		PCN Update	PCN Clinical Director / David Ainsworth
		ICS Update	Rebecca Larder
16 December 2019	10 December 2019	ICP Vision – Full	Kerry Beadling-Barron
		PCN Update	PCN Clinical Director / David Ainsworth
		ICS Update	Deborah Jaines

<b>To be allocated:</b>
ACES and Safeguarding
Digital Innovation