

8TH JULY 2022

1. COUNTY DURHAM AND DARLINGTON NHS FOUNDATION TRUST
2. CUMBRIA, NORTHUMBERLAND, TYNE AND WEAR NHS FOUNDATION TRUST
3. GATESHEAD HEALTH NHS FOUNDATION TRUST
4. THE NEWCASTLE UPON TYNE HOSPITALS NHS FOUNDATION TRUST
5. NORTH CUMBRIA INTEGRATED CARE NHS FOUNDATION TUST
6. NORTH EAST AMBULANCE SERVICE NHS FOUNDATION TRUST
7. NORTH TEES AND HARTLEPOOL HOSPITALS NHS FOUNDATION TRUST
8. NORTHUMBRIA HEALTHCARE NHS FOUNDATION TRUST
9. SOUTH TEES HOSPITALS NHS FOUNDATION TRUST
10. SOUTH TYNESIDE AND SUNDERLAND NHS FOUNDATION TRUST
11. TEES, ESK AND WEAR VALLEYS NHS FOUNDATION TRUST

COLLABORATION AGREEMENT

FOR THE NORTH EAST AND NORTH CUMBRIA PROVIDER COLLABORATIVE

| No | Date | Version Number | Author |
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Contents

| | | |
|-----|---|----|
| 1. | DEFINITIONS AND INTERPRETATION | 8 |
| 2. | PURPOSE AND EFFECT OF THE AGREEMENT | 8 |
| 3. | ACTIONS TAKEN PRIOR TO AND POST THE COMMENCEMENT DATE | 9 |
| 4. | DURATION | 9 |
| 5. | THE COLLABORATIVE PURPOSE, OBJECTIVES AND PRIORITIES | 10 |
| 6. | THE COLLABORATIVE PRINCIPLES | 11 |
| 7. | PROBLEM RESOLUTION AND ESCALATION | 12 |
| 8. | OBLIGATIONS AND ROLES OF THE TRUSTS | 13 |
| 9. | COLLABORATIVE PROGRAMME MANAGEMENT RESOURCE | 14 |
| 10. | REPORTING REQUIREMENTS | 15 |
| 11. | GOVERNANCE | 15 |
| 12. | INFORMATION SHARING AND CONFLICTS OF INTEREST | 16 |
| 13. | TERMINATION, EXCLUSION AND WITHDRAWAL | 18 |
| 14. | INTRODUCING NEW PROVIDERS | 18 |
| 15. | CHARGES AND LIABILITIES | 19 |
| 16. | VARIATIONS | 19 |
| 17. | CONFIDENTIAL INFORMATION | 20 |
| 18. | INTELLECTUAL PROPERTY | 20 |
| 19. | FREEDOM OF INFORMATION | 21 |
| 20. | NOTICES | 21 |
| 21. | NO PARTNERSHIP | 21 |
| 22. | COUNTERPARTS | 21 |

| | |
|---|-----------|
| 23. GOVERNING LAW AND JURISDICTION | 22 |
| SCHEDULE 1 Definitions and Interpretation | 25 |
| SCHEDULE 2 Governance | 30 |
| SCHEDULE 3 Key Delivery Priorities for 2022/23 | 35 |
| SCHEDULE 4 Operating Model | 40 |
| SCHEDULE 5 Dispute Resolution Procedure | 42 |

Overarching Note

This Collaboration Agreement is based on a memorandum of understanding approach to provide an overarching, non-legally binding, framework for collaboration between the Trust parties.

The Agreement sets out the current purpose, objectives, and initial priorities of the Collaborative. It also sets out its initial governance structure for the Trusts to come together to make aligned decisions in specific areas. The format of the Agreement is designed to work alongside existing services contracts held by the Trusts such as the NHS Standard Contract (the Services Contract), and does not affect or override any of the current Services Contracts in any way.

Some areas of the Agreement will need significant development around the nature and function of the Collaborative over time, as outlined in the Operating Model in Schedule 4. In particular, the Integrated Care Board (ICB) and Provider Collaborative have set out the need for a Responsibility Agreement, to define agreed areas of work, accountability, escalation and resourcing. This Responsibility Agreement will set out the part that the Provider Collaborative plays in the context of the wider system and will be developed throughout the Summer of 2022, following the formal establishment of the ICB.

The Integrated Care Board Executive team has supported the content of this Collaboration Agreement.

Date:

8th July 2022

This **Collaboration Agreement** (“**Agreement**”) is made between:

1. **County Durham and Darlington NHS Foundation Trust** of Darlington Memorial Hospital Hollyhurst Road, Darlington, County Durham, DL3 6HX;
2. **Cumbria, Northumberland, Tyne and Wear NHS Foundation Trust** of St. Nicholas Hospital, Jubilee Road, Gosforth, Newcastle upon Tyne NE3 3XT;
3. **Gateshead Health NHS Foundation Trust** of Queen Elizabeth Hospital, Sheriff Hill, Gateshead NE9 6SX;
4. **The Newcastle Upon Tyne Hospitals NHS Foundation Trust** of Freeman Hospital, Freeman Road, High Heaton, Newcastle upon Tyne, NE7 7DN;
5. **North Cumbria Integrated Care NHS Foundation Trust** of NCIC Trust HQ, Pillars Building, Cumberland Infirmary, Infirmary Street, Carlisle, CA2 7HY;
6. **North East Ambulance Service NHS Foundation Trust** of Bernicia House, Goldcrest Way Newburn Riverside, Newcastle upon Tyne, NE15 8NY;
7. **North Tees and Hartlepool Hospitals NHS Foundation Trust** of Hardwick Road, Hardwick, Stockton-on-Tees TS19 8PE;
8. **Northumbria Healthcare NHS Foundation Trust** of 7, Northumbria House, Cobalt Business Park, 8 Silver Fox Way, Newcastle upon Tyne NE27 0QJ;
9. **South Tees Hospitals NHS Foundation Trust** of The James Cook University Hospital, Marton Road, Middlesbrough, Cleveland, TS4 3BW;
10. **South Tyneside and Sunderland NHS Foundation Trust** of Sunderland Royal Hospital, Kayll Road, Sunderland, SR4 7TP;
11. **Tees, Esk and Wear Valleys NHS Foundation Trust** of Trust Headquarters, West Park Hospital, Edward Pease Way, Darlington, Durham, DL2 2TS,

together referred to in this Agreement as the “**Trusts**” and “**Trust**” shall be construed accordingly.

BACKGROUND

1. The white paper published by the Department of Health and Social Care in February 2021¹ (the “**White Paper**”) builds on the NHS Long Term Plan vision of integrated care

¹ *Integration and Innovation: working together to improve health and social care for all* ([Integration and Innovation](#));

and sets out the key components of a statutory integrated care system (“**ICS**”). One of these components is a provider collaborative, a partnership arrangement involving two or more trusts working across multiple places to realise the benefits of mutual aid and working at scale. The Health and Care Bill 2021 implements proposals from the White Paper with effect from 1 July 2022, including new mechanisms to enable provider NHS trusts to make joint decisions.

2. Guidance² states that provider collaboratives should have a shared purpose and effective decision-making arrangements to:
 - (a) reduce unwarranted variation and inequality in health outcomes, access to services and experience;
 - (b) improve resilience by, for example, providing mutual aid; and
 - (c) ensure that specialisation and consolidation occur where this will provide better outcomes and value.
3. The Trusts have been working together informally as a provider collaborative since 2020 (the “**Collaborative**”). With the NHS North East & North Cumbria Integrated Care Board (“**ICB**”) established on 1 July 2022 pursuant to the Health & Care Bill, there is a need for the Collaborative to formalise its governance arrangements and ways of working to ensure it can be proactive in setting its relationship with the ICB, and other stakeholders, moving forward.
4. Aligned to the Collaborative’s agreed purpose, the Trusts have agreed to undertake several initial programmes of work that they will pursue through the Collaborative governance (see Schedule 3). The Trusts have also agreed a plan for the further development of the Collaborative from the Commencement Date, as detailed in the Operating Model in Schedule 4.
5. This Agreement provides an overarching governance framework for the Trusts to work and make decisions together on matters within the remit of the Collaborative. The framework set out is intended to enable, and not prevent, smaller groups of Trusts to come together on specific programmes of work where it makes sense for them to do so.
6. While, through this Agreement, the Trusts are documenting their agreed governance arrangements for the Collaborative as at the Commencement Date, the governance

[working together to improve health and social care for all \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/103111/working-together-to-improve-health-and-social-care-for-all.pdf)

² *Working together at scale: guidance on provider collaboratives* (NHS England, August 2021)

model is likely to evolve over time as the Trusts develop their working relationships further and as the ICB's operating model develops. A Responsibility Agreement will be developed to define the relationship between the ICB and the Collaborative. New governance mechanisms will become available when the Health & Care Bill becomes law, including the ability for the Trusts to form joint committees with each other, and with the ICB. The Collaborative will also need to evolve to be capable of receiving, delivering and providing assurance to the ICB on the exercise of any ICB functions delegated to or commissioned from the Collaborative, alongside any existing programmes agreed by the Trusts. It is therefore anticipated that this Agreement will be reviewed and updated regularly by agreement of the Trusts.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

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

2. PURPOSE AND EFFECT OF THE AGREEMENT

- 2.1 The Trusts have agreed to work together to form a single voice and act in concert to bring further improvements to care in their combined areas of operation. The Trusts

wish to record the basis on which they will collaborate with each other in this Agreement and intend to act in accordance with its terms.

2.2 This Agreement sets out:

2.2.1 the agreed purpose, strategic objectives and principles of the Collaborative;

2.2.2 the initial Key Delivery Priorities for the Collaborative;

2.2.3 the governance structures the Trusts will put in place;

2.2.4 the programme management arrangements for the Collaborative;

2.2.5 the respective roles and responsibilities of the Trusts; and

2.2.6 a plan for the further development of the Collaborative for 2022/23, which the Trusts will work together to implement through this Agreement.

2.3 The Trusts agree that, notwithstanding the good faith consideration that each Trust has afforded the terms set out in this Agreement, this Agreement shall not be legally binding. The Trusts enter into this Agreement intending to honour all their obligations to each other.

3. **ACTIONS TAKEN PRIOR TO AND POST THE COMMENCEMENT DATE**

3.1 Each of the Trusts acknowledges and confirms that as at the date of this Agreement it has obtained all necessary authorisations to enter into this Agreement.

4. **DURATION**

4.1 This Agreement shall commence on the Commencement Date and will continue for the Initial Term, unless and until terminated in accordance with its terms.

4.2 On the expiry of the Initial Term this Agreement will expire automatically without notice unless, no later than 6 months before the end of the Initial Term, the Trusts agree in writing that the term of the Agreement will be extended for a further term to be agreed between the Trusts ("**Extended Term**").

4.3 The Trusts will review progress made by the Collaborative against the Key Delivery Priorities and the terms of this Agreement no later than 12 months following the Commencement Date and at such intervals thereafter as the Trusts may agree, but at least annually. The Trusts may agree to vary the Agreement to reflect developments as appropriate in accordance with Clause 16 (*Variations*).

5. THE COLLABORATIVE PURPOSE, OBJECTIVES AND PRIORITIES

5.1 The Trusts have agreed that the common purpose for the Collaborative is to bring together the Trusts in order to:

5.1.1 improve the health and wellbeing of the North East and North Cumbria population, with particular focus on improving health inequalities that exist within the region;

5.1.2 optimise the delivery, quality and efficiency of local health and care services provided by the Trusts; and

5.1.3 support the Trusts by taking the necessary collaborative, or where possible, collective, action, including mutual aid and support,

the “**Collaborative Purpose**”.

5.2 The Trusts have agreed to work together to perform their obligations under this Agreement in order to achieve the Collaborative Purpose, and more specifically, have agreed the following objectives for the Collaborative:

5.2.1 development of a strategic approach to clinical services focusing on vulnerable services and a strategic response to clinical networks and associated cross system working arrangements;

5.2.2 delivery of elective recovery (covering inpatient, diagnostics and cancer) to meet or exceed national benchmarks, standards and targets;

5.2.3 delivery of urgent care standards and requirements across providers and local systems to reduce variation and improve consistency of response;

5.2.4 building capacity and capability in clinical support services to achieve appropriate infrastructure in place to deliver strategy clinical aims; and

5.2.5 establishing and delivering appropriate corporate strategies to enhance integration and tackle variation including approaches to collective planning, rationalised and aligned estates / capital processes and development of underpinning approaches to workforce,

(the “**Objectives**”).

5.3 The Trusts have agreed a number of Key Delivery Priorities for 2022/23 in pursuit of the Objectives, as set out in Schedule 3. The Trusts will agree any changes to the Key Delivery Priorities during the NHS financial year 2022/23 if required, and will review and refresh the Key Delivery Priorities in any event in advance of each new NHS financial year.

- 5.4 Each programme of work within a Key Delivery Priority will be sponsored by a Trust Chief Executive as Senior Responsible Owner (“**SRO**”). SRO roles will be distributed across the Trust Chief Executives. Each SRO will be responsible to the Provider Leadership Board for the planning and delivery of their work programme and will be supported by the Programme Management Office.
- 5.5 The Trusts acknowledge and confirm that the success of the Collaborative will depend on the Trusts’ ability to effectively co-ordinate and combine their expertise, workforce, and resources as providers in order to deliver the Key Delivery Priorities and achieve the Objectives.
- 5.6 Each Trust acknowledges that in order to achieve the Collaborative Purpose, it will need to collaborate with the other Trusts to provide mutual aid and solve challenges in line with the Collaborative Principles. Where practicable, the Trusts will work together to agree a joint plan for tackling such challenges which will also set out the agreed roles and responsibilities of each Trust.
- 5.7 The work of the Collaborative will be in the context of the Integrated Care System, in close partnership with the ICB, and will be conducted in line with statutory and legislative requirements, such as the guidance on service change in the NHS³.

6. THE COLLABORATIVE PRINCIPLES

- 6.1 The aim of this Clause 6 is to identify the high level collaborative principles which underpin how the Trusts will work together for the delivery of the Objectives and Key Delivery Priorities under this Agreement and to set out key factors for the success of the Collaborative.
- 6.2 The principles referred to in Clause 5.1 are that the Trusts will work together in good faith and, unless the provisions in their individual Services Contract(s) or this Agreement state otherwise, through the Collaborative the Trusts will:
- 6.2.1 look to provide mutual aid and support to each other in pursuit of the Collaborative Purpose and Objectives;
 - 6.2.2 make collective decisions that speed up service changes and transformation, whilst ensuring that these are discussed with system partners, as relevant; and compliant with statutory and legislative requirements

³ *Planning, assuring and delivering service change for patients* (NHS England, amended May 2022)

- 6.2.3 challenge and hold each other to account through agreed systems, processes and ways of working;
- 6.2.4 act collaboratively and in good faith with each other in accordance with Guidance, the Law and Good Practice to achieve national priorities and the Objectives having at all times regard to the welfare of the population of the North East and North Cumbria;
- 6.2.5 actively promote a culture that facilitates integrated working and empowers staff to work collaboratively with other Trust staff to deliver better outcomes for the population of the North East and North Cumbria;
- 6.2.6 ensure strong clinical leadership is built into the Collaborative governance and work programmes;
- 6.2.7 engage with and involve the population and wider stakeholders in the ICB area in relation to the work of the Collaborative, primarily through each Trust's membership of place-based partnerships within the ICB area;
- 6.2.8 support each other (informally and publicly) in taking decisions in the best interests of the North East and North Cumbria population;
- 6.2.9 take responsibility for and manage the risks in delivering the Key Delivery Priorities together as a Collaborative;
- 6.2.10 promote and develop a co-operative and high performing culture, and way of working across the Collaborative:
 - (i) that promotes and drives co-operation, innovation and continuous improvement;
 - (ii) where information is shared;
 - (iii) where communication is honest and respectful; and
 - (iv) which is founded upon ethical and responsible behaviour and decision making,without losing sight of each Trust's corporate and statutory accountability;

together these are the "**Collaborative Principles**".

7. PROBLEM RESOLUTION AND ESCALATION

- 7.1 The Trusts agree to adopt a systematic approach to problem resolution between them on matters which relate to the Collaborative which recognises the Collaborative Principles, the Objectives and Key Delivery Priorities (set out in Clauses 5 and 6).
- 7.2 If a problem, issue, concern or complaint comes to the attention of a Trust in relation to the Key Delivery Priorities or any matter within the scope of this Agreement, such Trust shall notify the other Trusts and the Trusts each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion between the relevant affected Trusts.
- 7.3 Save as otherwise specifically provided for in this Agreement, any dispute arising between the Trusts out of or in connection with this Agreement will be resolved in accordance with Schedule 5 (*Dispute Resolution*).
- 7.4 If any Trust receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier) in relation to the Key Delivery Priorities or other work of the Collaborative, the Trust will liaise with the Provider Leadership Board as to the contents of any response before a response is issued.

8. OBLIGATIONS AND ROLES OF THE TRUSTS

- 8.1 Each Trust acknowledges and confirms that:
- 8.1.1 it remains responsible for performing its obligations and functions for delivery of services to the Commissioners in accordance with its Services Contract(s);
 - 8.1.2 it will be separately and solely liable to the Commissioners for the provision of services under its own Services Contract; and
 - 8.1.3 the intention of the Trusts is to work together with each other, and with the Commissioners, to achieve better use of resources and better outcomes for the population of the North East and North Cumbria initially in respect of the Key Delivery Priorities and to create a collaborative culture in, and between, their organisations.
- 8.2 Each Trust undertakes to co-operate in good faith with the others to facilitate the proper performance of this Agreement and in particular will:
- 8.2.1 use all reasonable endeavours to avoid unnecessary disputes and claims against any other Trust;
 - 8.2.2 not interfere with the rights of any other Trust and its servants, agents, representatives, contractors or sub-contractors (of any tier) on its behalf in

performing its obligations under this Agreement nor in any other way hinder or prevent such other Trust or its servants, agents, representatives, or sub-contractors (of any tier) on its behalf from performing those obligations; and

8.2.3 (subject to Clause 8.3) assist the other Trusts (and their servants, agents, representatives, or sub-contractors (of any tier)) in performing those obligations so far as is reasonably practicable.

8.3 Nothing in Clause 8.2 shall:

8.3.1 interfere with the right of each of the Trusts to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this Agreement in the manner in which it considers to be the most effective and efficient; or

8.3.2 oblige any Trust to incur any additional cost or expense or suffer any loss in excess of that required by its proper performance of its obligations under this Agreement.

8.4 Each of the Trusts severally undertakes that it shall:

8.4.1 subject to the provisions of this Agreement, comply with all Laws applicable to it which relate to the Key Delivery Priorities; and

8.4.2 inform the Provider Leadership Board as soon as reasonably practicable if at any time it becomes unable to meet any of its obligations and in such case inform, and keep the Provider Leadership Board informed, of any course of action to remedy the situation recommended or required by NHS England, the Secretary of State for Health and Social Care or other competent authority,

provided that, to avoid doubt, nothing in this Clause shall in any way fetter the discretion of the Trusts in fulfilling their statutory functions.

8.5 The Trusts have not agreed to share risk or reward between them under this Agreement and any future introduction of such provisions will require additional legally binding provisions to be agreed between the relevant Trusts.

9. COLLABORATIVE PROGRAMME MANAGEMENT RESOURCE

9.1 The Trusts have agreed that the Collaborative will be supported by a programme management office (“**PMO**”). The PMO will support each SRO in respect of the work programmes and Key Delivery Priorities. The initial PMO structure is set out in Schedule 4 (*Operating Model*).

- 9.2 For the financial year 2022/23, PMO costs will be met through a financial contribution to the Collaborative from the NHS North East Commissioning Support Unit. The Trusts acknowledge that the funding of the PMO and any other proposed supporting infrastructure for the Collaborative for NHS financial year 2023/24 and beyond will need to be discussed and agreed by the Trusts and may comprise or include financial or other resource contributions from the Trust members of the Collaborative.

10. REPORTING REQUIREMENTS

- 10.1 Each of the Trusts will during the Term:

10.1.1 promptly provide to the PMO or to any other Trust involved in the delivery of the Key Delivery Priorities, such information about their work in respect of such Key Delivery Priorities and such co-operation and access as the PMO or other Trust may reasonably require from time to time in line with the Collaborative Principles, provided that if the provision of such information, co-operation or access amounts to a change to this Agreement then it will need to be proposed as such to the Provider Leadership Board and the variation procedure set out in Clause 16 will apply; and

10.1.2 identify and obtain all consents necessary for the fulfilment of its obligations in respect of the Key Delivery Priorities,

limited in each case to the extent that such action does not cause a Trust to be in breach of any Law, its obligations under Clause 12 (*Information Sharing and Conflicts of Interest*) Clause 17 (*Confidentiality*) or any legally binding confidentiality obligations owed to a third party.

11. GOVERNANCE

11.1 The Trusts all agree to establish the Provider Leadership Board (“**PLB**”). For the avoidance of doubt the PLB shall not be a committee of any Trust or any combination of Trusts.

11.2 The PLB is the group responsible for leading and overseeing the Trusts’ collaborative approach to the Key Delivery Priorities and working in accordance with the Collaborative Principles. The PLB may establish supporting and/or task and finish groups to take forward programmes in respect of the Key Delivery Priorities as appropriate, ensuring a strong clinical voice and involving input from a range of functions across the Trusts. The PLB will have other responsibilities as defined in its terms of reference set out in Schedule 2 (Provider Leadership Board – Terms of Reference).

- 11.3 The PLB will invite the Chairs of each Trust's board to a meeting of the PLB at 6 monthly intervals in order to brief the Chairs on the Collaborative's work and progress against the Objectives and Key Delivery Priorities.
- 11.4 The Trusts will communicate with each other clearly, directly and in a timely manner to ensure that the members of the PLB are able to make effective and timely decisions.
- 11.5 The Trusts will ensure appropriate attendance from their respective organisations at all meetings of the PLB and that their representatives act in accordance with the Collaborative Principles.
- 11.6 The Trusts acknowledge that they each participate in other collaborative arrangements outside of the Collaborative, including with other providers on a sector basis, and at place level. The Trusts will work together to ensure that the governance arrangements under this Agreement are streamlined and do not unnecessarily duplicate decision-making arrangements in other collaboratives.

12. INFORMATION SHARING AND CONFLICTS OF INTEREST

- 12.1 The Trusts will provide to each other all information that is reasonably required in order to deliver the Key Delivery Priorities and achieve the Objectives.
- 12.2 The Trusts have obligations to comply with competition law. The Trusts will therefore make sure that they share information, and in particular Competition Sensitive Information, in such a way that is compliant with competition law and, accordingly, the PLB will ensure that the exchange of Competition Sensitive Information will be restricted to circumstances where:
 - 12.2.1 it is essential;
 - 12.2.2 it is not exchanged more widely than necessary;
 - 12.2.3 it is subject to suitable non-disclosure or confidentiality agreements which include a requirement for the recipient to destroy or return it on request or on termination or expiry of the Agreement; and
 - 12.2.4 it may not be used other than to achieve the Collaborative Purpose and Objectives under this Agreement in accordance with the Collaborative Principles.
- 12.3 The Trusts acknowledge that it is for each Trust to decide whether information is Competition Sensitive Information but recognise that it is normally considered to include any internal commercial information which, if it is shared between Trusts who are

providers, would allow them to forecast or co-ordinate commercial strategy or behaviour in any market.

- 12.4 The Trusts will make sure the PLB establishes appropriate non-disclosure or confidentiality agreements between and within the Trusts so as to ensure that Competition Sensitive Information and Confidential Information are only available to those Trusts who need to see it for the purposes of the better delivery of the Key Delivery Priorities and Objectives and for no other purpose whatsoever so that they do not breach competition law.
- 12.5 It is accepted that the involvement of the Trusts in this Agreement may give rise to situations where information will be generated and made available to the Trusts, which could give them an unfair advantage in competitions or which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one Trust with a commercial advantage over a separate Trust). The Trusts therefore recognise the need to manage the information referred to in this Clause 12.5 in a way which maximises their opportunity to take part in competitions operated by the Commissioners by putting in place appropriate procedures, such as appropriate non-disclosure or confidentiality agreements in advance of the disclosure of information.
- 12.6 Where there are any Patient Safety Incidents or Information Governance Breaches relating to the Key Delivery Priorities, for example, the Trusts shall ensure that they each comply with their individual Services Contract and work collectively and share all relevant information for the purposes of any investigations and/or remedial plans to be put in place, as well as for the purposes of learning lessons in order to avoid such Patient Safety Incident or Information Governance Breach in the future.
- 12.7 The Trusts will:
- 12.7.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Agreement or the delivery of the Key Delivery Priorities, immediately upon becoming aware of the conflict of interest whether that conflict concerns the Trust or any person employed or retained by them for or in connection with the delivery of the Key Delivery Priorities or Objectives;
- 12.7.2 not allow themselves to be placed in a position of conflict of interest or duty in regard to any of their rights or obligations under this Agreement (without the prior consent of the other Trusts) before they participate in any decision in respect of that matter; and

12.7.3 use best endeavours to ensure that their representatives on the PLB and other Collaborative governance groups also comply with the requirements of this Clause 12 when acting in connection with this Agreement.

12.8 The Trusts shall comply with their obligations under the Data Protection Legislation.

13. TERMINATION, EXCLUSION AND WITHDRAWAL

13.1 The PLB may resolve to terminate this Agreement in whole where:

13.1.1 a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure;

13.1.2 automatically and immediately where there exists just one Trust that remains party to this Agreement; or

13.1.3 where the Trusts agree for this Agreement to be replaced by a formal legally binding agreement between them.

Exclusion

13.2 A Trust may be excluded from this Agreement on written notice from all of the remaining Trusts in the event of a material or a persistent breach of the terms of this Agreement by the relevant Trust which has not been rectified within 30 calendar days of notification issued by the remaining Trusts or which is not reasonably capable of remedy. In such circumstances this Agreement shall be partially terminated in respect of the excluded Trust.

Voluntary withdrawal of a Trust

13.3 Any Trust may withdraw from this Agreement by giving at least 60 calendar days' notice in writing to the other Trusts.

Consequences of termination / exclusion / withdrawal

13.4 Where a Trust is excluded from this Agreement, or withdraws from it, the excluded Trust shall procure that all data and other material belonging to any other Trust shall be delivered back to the relevant Trust, deleted or destroyed as soon as reasonably practicable and confirm to the remaining Trusts when this has been completed.

14. INTRODUCING NEW PROVIDERS

14.1 Additional providers may become parties to this Agreement on such terms as the Trusts will jointly agree, acting at all times in accordance with the Collaborative

Principles. Any new provider will be required to agree to the terms of this Agreement before admission.

15. CHARGES AND LIABILITIES

- 15.1 Except as otherwise provided, the Trusts shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement, including in respect of any losses or liabilities incurred due to their own or their employees' actions.
- 15.2 Except as otherwise provided, no Trust intends that any other Trust shall be liable for any loss it suffers as a result of this Agreement.

16. VARIATIONS

- 16.1 The provisions of this Agreement may be varied at any time by a Notice of Variation signed by the Trusts in accordance with this Clause 16.
- 16.2 If a Trust wishes to propose a variation to this Agreement ("**Variation**"), that Trust must submit a draft notice setting out their proposals in accordance with Clause 16.3 (a "**Notice of Variation**") to the other Trusts and the Chair of the PLB to be considered at the next meeting (or when otherwise determined by the Trusts) of the PLB.
- 16.3 A draft Notice of Variation must set out:
 - 16.3.1 the Variation proposed and details of the consequential amendments to be made to the provisions of this Agreement;
 - 16.3.2 the date on which the Variation is proposed to take effect;
 - 16.3.3 the impact of the Variation on the achievement of the Key Delivery Priorities and Objectives; and
 - 16.3.4 any impact of the Variation on any Services Contracts.
- 16.4 The PLB will consider the draft Notice of Variation and either:
 - 16.4.1 accept the draft Notice of Variation (all Trusts consenting), in which case all Trusts will sign the Notice of Variation;
 - 16.4.2 amend the draft Notice of Variation, such that it is agreeable to all Trusts, in which case all Trusts will sign the amended Notice of Variation; or

16.4.3 not accept the draft Notice of Variation, in which case the minutes of the relevant PLB shall set out the grounds for non-acceptance.

16.5 Any Notice of Variation of this Agreement will not be binding unless set out in writing and signed by or on behalf of each of the Trusts.

17. CONFIDENTIAL INFORMATION

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

17.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Trust or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights which a Trust may have in respect of such Confidential Information.

17.3 The Parties agree to procure, as far as is reasonably practicable, that the terms of this Clause 17 (*Confidential Information*) are observed by any of their respective successors, assigns or transferees of respective businesses or interests or any part thereof as if they had been party to this Agreement.

17.4 Nothing in this Clause 17 (*Confidential Information*) will affect any of the Trusts' regulatory or statutory obligations, including but not limited to competition law.

18. INTELLECTUAL PROPERTY

18.1 In order to meet the Collaborative Purpose and Objectives each Trust grants to each of the other Trusts a fully paid up non-exclusive licence to use its existing Intellectual Property provided under this Agreement insofar as is reasonably required for the sole purpose of the fulfilment of that Trusts' respective obligations under this Agreement.

New Intellectual Property

18.2 If any Trust creates any new Intellectual Property through the operation of the Collaborative, the Trust which creates the new Intellectual Property will grant to the other Trusts a fully paid up non-exclusive licence to use the new Intellectual Property for the sole purpose of the fulfilment of that Trusts' obligations under this Agreement.

19. FREEDOM OF INFORMATION

19.1 If any Trust receives a request for information relating to this Agreement or the Integrated Services under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, it shall consult with the other Trusts before responding to such request and, in particular, shall have due regard to any claim by any other Trust to this Agreement that the exemptions relating to commercial confidence and/or confidentiality apply to the information sought.

20. NOTICES

20.1 Any notice or other communication given to a Trust under or in connection with this Agreement shall be in writing addressed to that Trust at its principal place of business or such other address as that Trust may have specified to the other Trust in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier.

20.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 20.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21. NO PARTNERSHIP

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

22. COUNTERPARTS

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

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and, subject to Clause 6, the Trusts irrevocably submit to the exclusive jurisdiction of the courts of England.

Signed by

.....

for and on behalf of **COUNTY DURHAM AND
DARLINGTON NHS FOUNDATION TRUST**

[]

Signed by

.....

for and on behalf of **CUMBRIA, NORTHUMBERLAND,
TYNE AND WEAR NHS FOUNDATION TRUST**

[]

Signed by

.....

for and on behalf of **GATESHEAD HEALTH NHS
FOUNDATION TRUST**

[]

Signed by

.....

for and on behalf of **THE NEWCASTLE UPON TYNE
HOSPITALS NHS FOUNDATION TRUST**

[]

Signed by

for and on behalf of **NORTH CUMBRIA INTEGRATED
CARE NHS FOUNDATION TRUST** []

Signed by

for and on behalf of **NORTH EAST AMBULANCE SERVICE
NHS FOUNDATION TRUST** []

Signed by

for and on behalf of **NORTH TEES AND HARTLEPOOL
HOSPITALS NHS FOUNDATION TRUST** []

Signed by

for and on behalf of **NORTHUMBRIA HEALTHCARE NHS
FOUNDATION TRUST** []

Signed by

for and on behalf of **SOUTH TEES HOSPITALS NHS
FOUNDATION TRUST** []

Signed by

.....

for and on behalf of **SOUTH TYNESIDE AND
SUNDERLAND NHS FOUNDATION TRUST**

[]

Signed by

.....

for and on behalf **TEES, ESK AND WEAR VALLEYS NHS
FOUNDATION TRUST**

[]

SCHEDULE 1

Definitions and Interpretation

1 The following words and phrases have the following meanings in this Agreement:

| | |
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| Agreement | this collaboration agreement incorporating the Schedules |
| Collaborative | the provider collaborative formed by the Trusts and as detailed pursuant to this Agreement |
| Collaborative Principles | the collaborative principles for the Collaborative as set out in Clause 6.2 |
| Collaborative Purpose | the common purpose for the Collaborative as set out in Clause 5.1 |
| Commencement Date | 1 April 2022 |
| Commissioners | Pre 1 July 2022: Clinical commissioning groups in the North East and North Cumbria ICS area Post 1 July 2022: the ICB |
| Competition Sensitive Information | Confidential Information which is owned, produced and marked as Competition Sensitive Information by one of the Trusts and which that Trust properly considers is of such a nature that it cannot be exchanged with the other Trusts without a breach or potential breach of competition law. Competition Sensitive Information may include, by way of illustration, trade secrets, confidential financial information and confidential commercial information, including without limitation, information relating to the terms of actual or proposed contracts or sub-contract arrangements (including bids received under competitive tendering), future pricing, business strategy and costs data, as may be utilised, produced or recorded by any Trust, the publication of which an organisation in the same business would reasonably be able to expect to protect by virtue of business confidentiality provisions |

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| Confidential Information | all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement, including Commercially Sensitive Information and Competition Sensitive Information; |
| Data Protection Legislation | all applicable Laws relating to data protection and privacy including without limitation the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); the common law duty of confidentiality and the guidance and codes of practice issued by the Information Commissioner, relevant Government department or regulatory in relation to such applicable Laws |
| Dispute | any dispute arising between two or more of the Trusts in connection with this Agreement or their respective rights and obligations under it |
| Dispute Resolution Procedure | the procedure set out in Schedule 5 (<i>Dispute Resolution Procedure</i>) to this Agreement |
| Extended Term | has the meaning set out in Clause 4.2 |
| Good Practice | has the meaning set out in the Services Contracts |
| Guidance | any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which the Trusts have a duty to have regard (and whether specifically mentioned in this Agreement or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Trust by a Commissioner and/or any relevant regulatory body |
| ICB | NHS North East and North Cumbria Integrated Care Board, expected to be established on 1 July 2022 |
| IG Guidance for Serious Incidents | NHS Digital's Checklist Guidance for Information Governance Serious Incidents Requiring Investigation June 2013, |

| | |
|--------------------------------------|--|
| | available at Data Security and Protection Toolkit - NHS Digital |
| Information Governance Breach | an information governance serious incident requiring investigation, as defined in the IG Guidance for Serious Incidents |
| Initial Term | 3 years from the Commencement Date |
| Intellectual Property | patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world |
| Key Delivery Priorities | the priorities of the Collaborative, the initial priorities being those set out in Schedule 3, as may be amended from time to time by a Notice of Variation |
| Law | <p>(a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;</p> <p>(b) any enforceable EU right within the meaning of section 2(1) European Communities Act 1972;</p> <p>(c) any applicable judgment of a relevant court of law which is a binding precedent in England;</p> <p>(d) Guidance; and</p> <p>(e) any applicable code</p> <p>in each case in force in England and Wales, and “Laws” shall be construed accordingly</p> |

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| NHS Standard Contract | the NHS Standard Contract as published by NHS England from time to time |
| Notice of Variation | has the meaning set out in Clause 16.2 |
| Objectives | the objectives for the Collaborative as set out in Clause 5.2, as may be amended from time to time |
| Operational Days | a day other than a Saturday, Sunday or bank holiday in England |
| Patient Safety Incident | any unintended or unexpected incident that occurs in respect of a Service User, during and as a result of the provision of the Services, that could have led, or did lead to, harm to that Service User |
| Programme Management Office or PMO | the programme management office for the Collaborative, as further described in Clause 9.1 and Schedule 4 (<i>Operating Model</i>) |
| Operating Model | Document that describes how the Collaborative will work summarised in in Schedule 4 (<i>Operating Model</i>) |
| Provider Leadership Board or PLB | the group established by the Trusts pursuant to Clause 11.1, the terms of reference for which are set out in Schedule 2 (<i>Governance</i>) |
| Senior Responsible Owner or SRO | a Trust Chief Executive responsible for the planning and delivery of a work programme pursuant to a Key Delivery Priority |
| Services | the services provided, or to be provided, by a Trust to a Commissioner pursuant to its respective Services Contract which may include services which are the subject of one or more Key Delivery Priorities for the Collaborative |
| Services Contract | a contract entered into by one of the Commissioners and a Trust for the provision of Services, and references to a Services Contract include all or any one of those contracts as the context requires |
| Service User | a patient or service user for whom a Commissioner has |

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| | statutory responsibility and who receives Services under any Services Contract |
| Term | the Initial Term of this Agreement plus any Extended Term(s) agreed in accordance with the terms of this Agreement |
| UK GDPR | has the meaning given to it in section 3(1) (as supplemented by section 205(4) of the Data Protection Act 2018 |
| Variation | a proposed variation to this Agreement, effected in accordance with Clause 16 |
| White Paper | has the meaning set out in Background paragraph 1. |

SCHEDULE 2

Governance

Terms of Reference for the Provider Leadership Board

| NORTH EAST AND NORTH CUMBRIA PROVIDER COLLABORATIVE PROVIDER LEADERSHIP BOARD Terms of Reference | | | |
|---|---------------------|--------------------------|--------------------|
| Version | 1.0 | | |
| Implementation Date | 1 April 2022 | | |
| Review Date | 1 April 2023 | | |
| Approved By | Trust boards | | |
| Approval Date | 8 July 2022 | | |
| REVISIONS | | | |
| Date | Section | Reason for Change | Approved By |
| | | | |

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| 1. | Purpose | The purpose of the Provider Leadership Board (“PLB”) is to provide strategic leadership of the North East and North Cumbria Provider Collaborative (the “Collaborative”) in setting its strategic direction and |
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| | | priorities. The PLB will oversee the delivery of the Collaborative Purpose, Objectives and Key Delivery Priorities (as set out in the Agreement and Operating Model). |
| 2. | Status and authority | <p>The PLB is established by the Trusts, each of which remains a sovereign organisation, to provide a governance framework for the further development of collaborative working between the Trusts in line with the Collaborative Principles.</p> <p>The PLB is not a separate legal entity, and as such is unable to take decisions separately from the Trusts, or bind any one of them; nor can one Trust ‘override’ any other on any matter. As a result, the PLB will operate as a place for discussion of issues with the aim of reaching consensus between the Trusts to make recommendations and proposals to statutory Trust boards as necessary.</p> <p>The PLB will function through engagement and discussion between its members so that each of the Trusts makes a decision in respect of, and expresses its views about, each matter considered by the PLB. The decisions of the PLB will, therefore, be the decisions of the individual Trusts, the mechanism for which shall be authority delegated by the individual Trusts to their members on the PLB.</p> <p>Each Trust will ensure that their designated member:</p> <ul style="list-style-type: none"> - is appointed to attend and represent their Trust on the PLB with such authority as is agreed to be necessary for the PLB to function effectively in discharging its responsibilities as set out in these terms of reference which is to the extent necessary, recognised in the relevant Trust’s respective scheme of delegation - has equivalent delegated authority to the designated representatives of all other Trusts comprising the PLB (as confirmed in writing and agreed between the Trusts); and - understands the status of the PLB and the limits of their responsibilities and authority. |
| 3. | Accountability | The PLB is accountable to each of the boards of the Trusts. |
| 4. | Responsibilities | The PLB is responsible for leading the Trusts’ collaborative approach to the Collaborative Objectives and Key Delivery Priorities working in |

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| | | <p>accordance with the Collaborative Principles, in line with the terms of the Agreement.</p> <p>The PLB members will make decisions together at PLB meetings in respect of the Key Delivery Priorities, including in relation to recommendations from supporting/working groups as may be established by the PLB from time to time. The PLB will also be responsible for developing the Trusts' collaborative approach across the North East and North Cumbria and beyond the initial Key Delivery Priorities.</p> <p>When making decisions together at PLB meetings, the PLB members will act in line with the Collaborative Principles and their respective obligations under the Agreement.</p> <p>The PLB may establish working groups and/or task and finish groups to support its agreed functions.</p> |
| 5. | Membership and attendance | <p>The PLB will include the following members:</p> <ul style="list-style-type: none"> - The Chief Executive or nominated deputy from each Trust signatory to the Agreement as notified to the PLB from time to time. <p>It is important that members or their deputies commit to attending PLB meetings. Where a member cannot attend a meeting, the member may nominate a named deputy to attend, provided that the member gives reasonable notice of the deputy attending to the chair. Deputies must be able to contribute and make decisions on behalf of the Trust they are representing.</p> <p>The PLB may invite others to attend, observe and/or participate in PLB meetings, as agreed by the members from time to time. Such attendees shall not participate in decision-making or count towards the quorum.</p> |
| 6. | Quorum | <p>The PLB will be quorate if eight (8) of the Trust members of the PLB, one of whom is the chair, are present.</p> |
| 7. | Chairing arrangements | <p>Meetings of the PLB will be chaired by a member, initially selected by a vote of attending members at the first meeting of the PLB and thereafter on an agreed schedule where the chair is rotated to each member in turn with each carrying out the role for a twenty four (24) month period, with a potential extension for a further twenty four</p> |

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| | | months (to align with ICB representative requirements). The successor chair in line with the agreed schedule will be the vice-chair for the preceding twenty four (24)month period to their appointment as chair. |
| 8. | Decision making | <p>The PLB will aim to achieve consensus wherever possible.</p> <p>Each member of the PLB will be representing their appointing Trust and will only make decisions at the PLB in respect of their own Trust in accordance with any delegated authority.</p> <p>Not all decisions within the remit of the PLB will affect all of the Trusts. Where this is the case, and the members of the PLB agree which of the Trusts are affected by a decision, then the relevant decision will be taken by the members of the affected Trusts, with the aim of achieving consensus.</p> |
| 9. | Conduct of business | <p>Meetings of the PLB will be held monthly or such other frequency as may be agreed between the Trusts.</p> <p>Meetings may be held by telephone or video conference. Members of the PLB may participate (and count towards quorum) in a face-to-face meeting via telephone or video-conference.</p> <p>Any member may call extraordinary meetings of the PLB at their discretion subject to providing at least five working days' notice to PLB members.</p> <p>Circulation of the meeting agenda and papers via email will take place at least five working days prior to the meeting from the Chair.</p> <p>In the event members wish to add an item to the agenda they must notify the Chair. Requests made less than 7 working days before a meeting may be included on the agenda at the discretion of the Chair.</p> <p>The PLB will have administrative support from the Programme Management Office of the Collaborative to:</p> <ul style="list-style-type: none"> - take minutes of the meetings and keep a record of matters arising and issues to be carried forward; and - maintain a register of interests of PLB members. <p>Draft minutes of PLB meetings will be sent to the Trust's representative members within 14 days of each meeting. Approval of the minutes of the previous meeting of the PLB will be a standing</p> |

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| | | item on each meeting agenda. It will be the members' responsibility to disseminate minutes and notes from the PLB inside their respective Trusts. |
| 10. | Conflicts of interest | <p>The members of the PLB must refrain from actions that are likely to create any actual or perceived conflicts of interests.</p> <p>PLB members must disclose all actual, potential or perceived conflicts of interest to the Chair in advance of each meeting to enable appropriate management arrangements to be put in place and ensure that such conflicts are managed in adherence with their organisation's conflict of interest policies and statutory duties. All members are required to uphold the Nolan Principles and all other relevant NHS requirements applicable to them.</p> <p>If there is any conflict between these terms of reference and the Agreement, the latter will prevail.</p> |
| 11. | Review | These terms of reference will be reviewed on an annual basis. |

SCHEDULE 3

Key Delivery Priorities for 2022/23

The Trusts have identified the initial Key Delivery Priorities for the Collaborative (as may be agreed and amended from time to time) below.

The inclusion of any additional Key Delivery Priorities under this Schedule may only be made with the mutual written consent of all the Trusts.

NENC PvCv will:

- Optimise the resource available for healthcare (by collectively organising, managing and deploying workforce where appropriate, utilising the full NHS estate to best effect, sharing risk and gains financially to deliver an overall balanced position etc)
- Standardise pathways and interventions to reduce unwarranted clinical variation, thereby achieving improved outcomes for patients and more efficient use of the capacity available
- Leverage the assets within the PC that Trusts offer to attract inward investment (e.g. AHSC, Centre for Ageing, BRC, TREE, innovation appetite and opportunity) but this needs to be part of a coherent approach playing to the academic strengths of the member Trusts
- Facilitate data sharing to enable the NHS and care resource to be targeted more closely to need; to reduce inequalities and improve the equity of patient outcomes across the ICS and to enable prediction and prevention of health and care demand.
- Support member Trusts individually in their role as anchor institutions with the PvCv acting as a bridge aid economic recovery and the prevention agenda (through providing employment opportunities, local procurement and commitment to overall NE achievement of carbon net zero)

Given this overarching approach the PvCv will operate across four strategic objectives (underpinning work for 2022-25):

Clinical Programmes

1. Development of strategic approach to clinical services focusing on vulnerable services and a strategic response to clinical networks and associated cross system working arrangements
2. Delivery of elective recovery (covering inpatient, diagnostics and cancer) to meet or exceed national benchmarks, standards and targets
3. Delivery urgent care standards and requirements across providers and local systems to reduce variation and improve consistency of response

Clinical Support Programmes

4. Building capacity and capability in clinical support services to achieve appropriate infrastructure in place to delivery strategic clinical aims

Corporate Programmes

5. Establish and deliver appropriate corporate strategies to enhance integration and tackle variation including approaches to collective planning, rationalised and aligned estates/capital process and development of underpinning approaches in workforce.

Provider Collaborative Development

6. To continue to build capacity and capability within and across the PvCv to meet ongoing requirements.

NENC Key Delivery Priorities for 2022/23

| Key delivery priority | How will we deliver it? | Q in which it will be achieved? | How will we know it has been achieved? | Current Delivery Mechanism |
|--|---|----------------------------------|---|---|
| Clinical Programmes | | | | |
| Strategic Objective 1 | | | | |
| 1. Strategic Approach to Clinical Services <i>Development of strategic approach to clinical services focusing on vulnerable services and a strategic response to clinical networks and associated cross system working arrangements</i> | Working with ICB to develop overarching clinical strategy/approach in line with system priorities. Focus action on agreed risk/vulnerable areas (e.g. Clinical Oncology) | Tbc | Overarching clinical aligned clinical strategy in place. Agreed action delivered for identified areas: non-surgical medical oncology revised arrangements in place with evaluation complete by q4 22/23 with view to sustainable system approach for 23/24 | Range of groups support clinical strategy with ICS/B focus through Optimising Health group. Specific mechanisms targeted for work include Cancer Alliance. Clinical Networks range of responsibility/accountability arrangements linked to commissioning. |
| Strategic Objective 2 | | | | |
| 2. Elective recovery <i>Delivery of elective recovery (covering inpatient, diagnostics and cancer) to meet or exceed national benchmarks, standards and targets</i> | Working through established COOs and associated mechanism formally brought under PvCv (with ICB agreement). Elective Board established | In line with national milestones | Performance in line (or exceeding) national milestones Development of elective centres, management of waiting list and associated innovations | SRO leadership from PvCv. Elective Board reporting to ICB established with operational delivery through PvCv COOs group. Requirement to establish mechanism for longer term transformation. (Note linkages to wider system groups e.g. 'Waiting Well'). |
| Strategic Objective 3 | | | | |
| 3. Urgent Care <i>Delivery urgent care standards and requirements across providers and local systems</i> | Working through established locality and system groups PvCv will take overview through SRO putting in place action at system levels as necessary | In line with national milestones | Performance in line (or exceeding) national milestones | SRO lead from PvCv Established locality structure feeding through to ICP and system level group |

| Key delivery priority | How will we deliver it? | Q in which it will be achieved? | How will we know it has been achieved? | Current Delivery Mechanism |
|---|---|--|--|---|
| <i>to reduce variation and improve consistency of response</i> | | | | |
| Clinical Support Programmes | | | | |
| Strategic Objective 4: Building capacity and capability in clinical support services to achieve appropriate infrastructure in place to delivery strategic clinical aims | | | | |
| 1.Clinical Support Services – Diagnostics & Pathology | Establish working groups under auspices of agreed SRO | Tbc | Delivery in line with plans | Program developed under Optimising Health with CEO SRO leadership for specific elements |
| 2.Clinical Support Services – Aseptics Pharmacy | Time limited project group established to lead work | Q2 – delivery of outline business case Q4 – Full service model & plan | Agreement of approach to aseptic services across provider collaborative Plan and delivery of revised (agreed) model | Project established under auspices of PvCv with SRO leadership in place |
| Corporate Support Programmes | | | | |
| Strategic Objective 5: Establish and deliver appropriate corporate strategies to enhance integration and tackle variation including approaches to collective planning, rationalised and aligned estates/capital process and development of underpinning approaches in workforce. | | | | |
| 1.Corporate Strategy – assessment of requirements | Review of existing mechanism to establish opportunities, requirements and potential approaches with development of agreed programme | Q2 – Delivery of proposal | Establishment of work programme with clear reporting and associated requirements | Tbc |
| 2.Corporate strategy – Estates/finance/planning | Establishment of agreed approach to capital prioritisation, finance and planning to deliver collective | As per agreed milestones | As per agreed outcomes | SRO for Capital/Estates work established, agreed planning approach for 22/23. |

| Key delivery priority | How will we deliver it? | Q in which it will be achieved? | How will we know it has been achieved? | Current Delivery Mechanism |
|---|--|--|---|----------------------------|
| | response | | | |
| Provider Collaborative Development | | | | |
| 1. Establish the collaborative as a vehicle for our joint work with appropriate governance, methods of working (with CEOs leading work streams) and a resource plan | Formalisation of PvCv as a Provider Leadership Forum with associated governance arrangements | Q1 22/23 | Sign off by PvCv with updates agreed via constituent Trust boards | |
| 2. Development of appropriate programme management structures and support to deliver programmes (including reporting and associated oversight) | Identification of resource needs and requirements on a rolling basis (noting some elements will link to existing programmes, require support as part of ICS changes as well as utilisation of internal resource) | Rolling implementation based on agreed programmes and support Established reporting and associated structures | Clear, accountable SRO arrangements for programmes agreed for the PvCv delivery with agreed support implemented | |

SCHEDULE 4

Operating Model

The Operating Model is the overarching document that describes what the Collaborative is, its purpose and how it works. Along with the Collaborative's Ambitions document the Operating Model has two core functions/purposes to provide:

1. A summary of what the Collaborative is, how it works and its membership in order to support discussion and agreement of the role the Collaborative will play in the NENC integrated care system as well as facilitating the agreement of the specific system objectives the Collaborative will be leading on and supporting. This is detailed in the Operating Plan but also set out in the Ambitions document.
2. Detail on the mechanism and approaches the Collaborative will use describing the programmes and detailing the specific requirements for delivery.

The Operating Model recognises that the Collaborative's role within the NENC ICS has three dimensions:

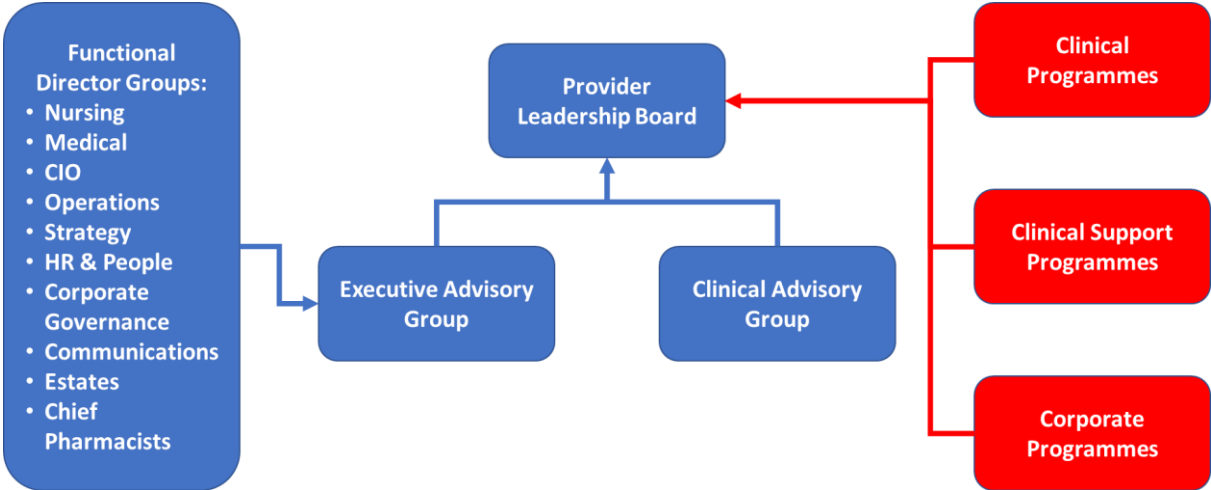
- Where the PvCv is leading on agreed objectives, with delegated authority and responsibility from the ICB
- Where the PvCv is working jointly, in partnership with ICB; working through existing mechanisms and/or groups (either leading or supporting) or as a joint committee of the ICB

It is recognised that depending on the issue, objective and requirement there may be different approaches needed for delivery

- In addition to the work to delivery ICS objectives there will be elements of the PvCv work that reflects the member's needs, requirements and priorities.

The following graphic summarises the PvCv operational model (as at April 2022), with full details found in the Operating Model and Ambitions document

Figure 1: Summary of NENC Provider Collaborative Operating Model



SCHEDULE 5

Dispute Resolution Procedure

- 1 Avoiding and Solving Disputes
 - 1.1. The Trusts commit to working co-operatively to identify and resolve issues to mutual satisfaction so as to avoid so far as possible dispute or conflict in performing their obligations under this Agreement. Accordingly, the Trusts shall collaborate and resolve differences between them in accordance with Clause 7 (*Problem Resolution and Escalation*) of Agreement prior to commencing this procedure.
 - 1.2. The Trusts believe that:
 - 1.2.1. by focusing on the Collaborative Principles;
 - 1.2.2. being collectively responsible for all risks; and
 - 1.2.3. fairly sharing risk and rewards,they will reinforce their commitment to avoiding disputes and conflicts arising out of or in connection with the Key Delivery Priorities.
 - 1.3. The Trusts shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this Agreement (each a "**Dispute**") when it arises.
 - 1.4. The Provider Leadership Board shall seek to resolve any Dispute to the mutual satisfaction of each of the Trusts involved in the Dispute.
 - 1.5. The Provider Leadership Board shall deal proactively with any Dispute in accordance with the Collaborative Principles and this Agreement so as to seek to reach a unanimous decision. If the Provider Leadership Board reaches a decision that resolves, or otherwise concludes a Dispute, it will advise the Trusts involved in the Dispute of its decision by written notice.
 - 1.6. The Trusts agree that the Provider Leadership Board may determine whatever action it believes is necessary including the following:
 - 1.6.1. if the Provider Leadership Board cannot resolve a Dispute, it may select an independent facilitator to assist with resolving the Dispute; and
 - 1.6.2. the independent facilitator shall:

- 1.6.2.1. subject to the provisions of this Agreement, be provided with any information they request about the Dispute;
 - 1.6.2.2. assist the Provider Leadership Board to work towards a consensus decision in respect of the Dispute;
 - 1.6.2.3. regulate their own procedure and, subject to the terms of this Agreement, the procedure of the Provider Leadership Board at such discussions;
 - 1.6.2.4. determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Operational Days of the independent facilitator being appointed; and
 - 1.6.2.5. have their costs and disbursements met by the Trusts involved in the Dispute equally or in such other proportions as the independent facilitator shall direct.
- 1.6.3. If the independent facilitator cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 5 and only after such further consideration again fails to resolve the Dispute, the Provider Leadership Board may decide to:
- 1.6.3.1. terminate the Agreement; or
 - 1.6.3.2. agree that the Dispute need not be resolved.