

Strategic updates from system, collaborative and partnership meetings Item number: 24 Date: 28 May 2025

Confidential/ public paper:	public
Report Title:	Strategic updates from system, collaborative and partnership meetings
Author(s) Accountable Director:	Salma Yasmeen, Chief Executive James Drury, Director of Strategy
Presented by:	Salma Yasmeen, Chief Executive James Drury, Director of Strategy
Vision and values:	<p>The Trust vision is to improve the mental, physical and social wellbeing of the people in our communities.</p> <p>It particularly demonstrates that we keep improving, whilst we work together so we are inclusive, respectful and kind.</p>
Purpose and key actions:	This report summarises the aspects of our ongoing system working as part of the partnerships for Sheffield and for the South Yorkshire Integrated Care System. The Board is asked to receive the updates from our key system, collaborative and partnership meetings . No specific decisions are requested by this paper.
Executive summary:	<p>There is a significant amount of activity in relation to our partnerships at all levels, and we continue to make focused efforts to maintain a positive and consistent presence in all, in line with the stakeholder review conducted in 2024.</p> <p>In this month's report it is evident that the national changes related to efficiency, simplification and clarity of roles, and accountability for results (described in the CEO report) are driving the agendas in our local partnership work.</p> <p>Additionally, it is noted that action is being taken to address people's needs in relation to ADHD and Autism in several parts of the system. This is an important opportunity and will require good coordination and active engagement from SHSC.</p> <p>In this report a summary is presented of key discussions and progress in relation to:</p> <ul style="list-style-type: none"> • The South Yorkshire Integrated Care System (SY ICS), including our collective response to the national changes to integrated care Board (ICB). • The South Yorkshire MHLDA Provider Collaborative (SY MHLDA), and the South Yorkshire Eating Disorders Joint Committee through which we seek to improve productivity and transform care. Neurodiversity is a key aspect of the Provider Collaborative update this month. • The Sheffield Health and Care Partnership (HCP), through which we align and improve local service delivery, including improving flow and discharge planning. Neurodiversity is a key aspect of the

	<p>HCP update this month</p> <p>The paper offers an update for Board and an opportunity to discuss. There are no specific decisions required of Board in this particular issue of the report.</p> <p>Appendices: Appendix 1: The South Yorkshire integrated care system (SYICS) ICS cyber security strategy Appendix 2: Terms of reference (ToR) and joint working agreement of the Eating Disorders Joint Committee Appendix 3: SY MHLDA Provider Collaborative meeting notes</p>
--	--

Which strategic objective does the item primarily contribute to:					
Effective Use of Resources	Yes	x	No		
Deliver Outstanding Care	Yes	x	No		
Great Place to Work	Yes	x	No		
Reduce inequalities	Yes	x	No		

What is the contribution to the delivery of standards, legal obligations and/or wider system and partnership working.	
This paper relates entirely to wider system and partnership working. It does not identify any specific standards or legal requirements.	
BAF and corporate risk/s:	BAF 0027 There is a risk of failure to ensure effective stakeholder management and communication with our partners and the wider population and to effectively engage in the complex partnership landscape, leading to missed opportunities to add value for our service users and to meet population needs that require a partnership approach, resulting in missed opportunities to safeguard the sustainability of the organisation and deliver our strategic priorities.
Any background papers/ items previously considered:	Systems and Partnerships reports to previous meetings of the Board
Recommendation:	<p>The Board of Directors are asked:</p> <ul style="list-style-type: none"> to receive and note the updates from our key system, collaborative and partnership meetings. No specific decisions are requested by this paper, but the board is asked to receive and note the South Yorkshire ICS Cyber Security Strategy. Receive and note the finalised terms of reference and collaborative working agreement of the South Yorkshire Eating Disorders Joint Committee.

Public Board of Directors
Strategic updates from system, collaborative and partnership meetings
May 2025

1. South Yorkshire Integrated Care System

The System Leadership Executive (SLE) of the South Yorkshire ICS met on 15th April. The meeting focused on finalisation of operational and financial planning for the year ahead. The system has worked together to set a challenging plan enabled by national support funding. At the time of writing further testing and assurance processes with NHS England were ongoing to manage the risks inherent in the plan.

The SLE approved the South Yorkshire Integrated Care System Cyber Strategy: 'Defend as One', which was based on the national NHS cyber strategy and requires collaborative action and coordination of systems and processes across each partner organisation including SHSC to collectively secure the data that is entrusted to us, and to safeguard the integrity of critical operating systems. This Strategy is included with this paper at Appendix A. the Board is asked to receive and note the strategy.

The SLE spent time refining the South Yorkshire approach to integrated neighbourhood working, which was being developed collaboratively. The Executive heard from a recent workshop at which guiding principles for neighbourhood working had been developed. Inclusivity and co-production inform this approach.

The SLE discussed the requirements for ICBs to reduce their operating spend by 50% and to refocus on their core activities. At the time of this meeting the details were emergent and subsequently a Model ICB Blueprint has been provided to ICBs to guide their planning for implementation of these changes. The changes to ICBs will lead to new expectations of provider trusts to play a full role in system leadership. ICB functions that the Blueprint suggests could be transferred to providers include:

- development of neighbourhood and place-based partnerships
- pathway and service development programmes

We are mindful of these factors as we refresh our Trust Strategy and will discuss further as a Board and with our partners.

2. South Yorkshire MHLDA Provider Collaborative

The Board of the Provider Collaborative met on 14th May. The meeting included a discussion of the implications of the system financial plan on funding for mental health, learning disabilities and autism, noting that there would be less ring fenced 'Service Development Funding' but that the Mental Health Investment Standard would be adhered to at a system level. Additionally, the Collaborative Board noted that there may be implications for the Provider Collaborative arising from the national changes to ICBs and the expectation of corporate cost reductions in provider organisations. Further details of this and an analysis of the implications for the Provider Collaborative priorities and work programme will be presented to the Collaborative.

The Collaborative Board noted that a partnership review is underway with regards to the neurodiversity programme of work to agree system leads to oversee the programmes that are not within the providers gift to deliver alone however, have a direct impact on MHLDA Trusts. For example, Right to Choose protocols. A paper will go to the next ICB Senior Leadership board to discuss this further.

New programmes of work are in development as previously agreed. This work adopts a new leadership approach which aligns our Trust Chief Executives (or those with delegated responsibility) against specific programmes.

One such programme is Neurodiversity. It was noted that an initial meeting of a system-wide steering group for this programme will meet later in May. Initial 'task and finish' groups were proposed related to; adult ADHD referral, triage and support while waiting; right to choose; and workforce.

3. South Yorkshire Eating Disorders Joint Committee

The Eating Disorders Joint Committee met on 28th April. It approved the workplan for 25/26 which has four priorities:

- Developing more equitable community-based provision of Community Eating Disorder Services for adults
- Developing the local specialised market – inpatient provision and alternatives - Adult and CYP services
- Developing an equitable and sustainable approach to management of medical emergencies in eating disorders (MEED) - Adult and CYP services
- Developing a system wide approach to management of avoidant restrictive food intake disorder (ARFID) - Adult and CYP services

It was noted that the Terms of Reference for the Joint Committee had been approved by each of the participating Trusts, and that the ICB was due to seek approval of the Terms of Reference at its board on 7th May. It was noted that the intended scope of delegation to the Committee, as set out in the appendices to the Terms of Reference, would be checked against the changes to ICB functions and ways of working.

The Terms of Reference and joint working agreement of the Eating Disorders Joint Committee were agreed by the SHSC Board at its strategy session in April and are included here at Appendix B.

4. Sheffield Health and Care Partnership

The Sheffield Health and Care Partnership Board met on 15th April. It approved the Strategic Commissioning Intentions for Sheffield Health and Care Partnership for 2025/26 and beyond. In summary these are:

- We will develop neighbourhood models
- We will focus on the biggest risks to death and poor health across our communities
- We will balance our focus on addressing today's key challenges while having a vision for services we need to have in 10 years' time
- We will focus on developing services to meet population needs, drawing on what we know about demand, and how this may change over time
- We will focus on creating opportunities for our local communities
- We will take decisions with our communities

The meeting also received an update on the HCP's priority on children and young people's neurodiversity. It was noted that referrals for assessment of autism and ADHD have significantly increased in recent years and that service capacity has not been able to keep pace with this growth in demand, resulting in long waiting times. This situation is mirrored in similar services for adults.

The HCP welcomed the proposed response to this situation which would include;

- A strengthened universal offer including a neuro-diverse friendly education system and enhanced coordination of self help and peer support.
- A needs-led early help offer including a coordinating gateway that considers the needs of children and young people that are not sufficiently met by the universal offer and provide practical, targeted help.
- A City Wide ADHD Service offering a broadened and expanded specialist ADHD service to be a community-based, city wide nurse led service. This model will be digitally enabled and supported through digital screening tools.

While this work was primarily described as a response to the needs of children and young people, we note the potential to connect with the work underway through the Provider Collaborative and in the Trust locally to meet the needs of adults in relation to neurodiversity.



Defend as One – ICS Cyber Strategy 2024-2027



Introduction

This document sets out resources for the development of the South Yorkshire Integrated Care System Cyber Strategy, and includes:

- Defend As One Strategic Outcomes
- Driver Diagram
- Development plan
- Stakeholder map,

These have been developed with ICS partners through the ICS Cyber Forum, created in April 2023 and in conjunction with the NHS England Regional Cyber Lead for North East and Yorkshire.

Foreword

In response to the national [Cyber Security Strategy for Health and Social Care](#) and the proliferation of digital services and therefore cyber security threats, which if realised could put patients at risk, cyber security leaders across South Yorkshire have developed this Cyber Strategy and Improvement plan.

By working together, each organisation has undertaken a comprehensive audit against the Cyber Assessment Framework to identify vulnerabilities, catalogue key services and capabilities, and develop an improvement plan that will raise the cyber posture across all organisations. This will create a robust, system-wide operating model and associated capabilities that will support the system and its partners to identify, protect against, respond to, and recover from, cyber threats, thereby ensuring the System delivers against its core purpose and vision for its patients and communities. This will also underpin the ICS [Digital](#) (currently under-going refresh) and [Data and Insight](#) Strategies.

South Yorkshire partners are committed to working together to develop suitable operating conditions that will promote a supportive and collaborative culture across health and care.

About South Yorkshire

South Yorkshire is home to four acute hospitals, an independent Children's hospital, four local councils and community and mental health Trusts. In addition, there are approximately 170 general practices and other Primary Medical Services.

The equates to thousands of clinical and administrative systems, sitting across multiple networks with a varying array of underlying infrastructure. These systems are expected to interact with multiple different users across different organisations. Improving the security of our digital services is therefore paramount to safeguarding health and care delivery in an ever-evolving digital landscape. In addition, with delegation of commissioning for pharmacy, optometry and dentistry, there is a need to better understand cyber vulnerabilities within Primary Medical Services to ensure that we can effectively manage risk and gain assurance around employed security measures.

Convergence of digital solutions across South Yorkshire will provide better value for money and improve collaborative working across care pathways. However, this also presents an even greater need to work together as a system partnership to implement security tools and capabilities that benefit all partners across South Yorkshire, to safeguard integrated health and care.

Strategic Context - Our System

This stakeholder map is the foundation for the development of this strategy and shows how **partners will come together to support delivery, keeping our patients and clinicians at the centre of our efforts.**

Cyber is a clinical and operational problem, not just a technical one.



The **South Yorkshire ICS Cyber Forum** plays a key role in the South Yorkshire health and care system in bringing together cyber professionals, developing collaborative practice, and a coherent and **streamlined approach to delivering improvements across South Yorkshire**; recognising the skills and knowledge each sector brings which can create a **powerful alliance for both learning and delivery.**

Strategic Context - Our Partnership

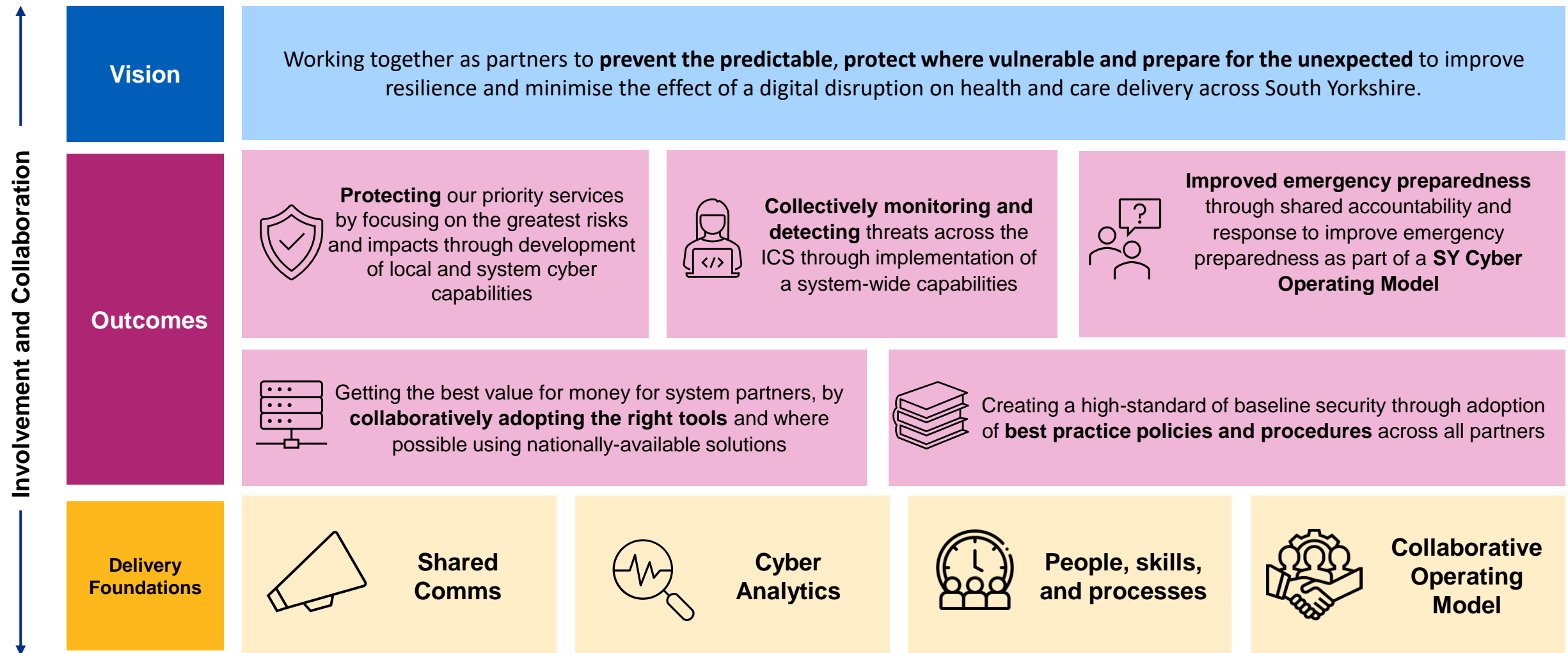
South Yorkshire Integrated Care System Cyber Security Forum



The following partners are critical to facilitating and driving improvement in cyber posture across South Yorkshire. All of whom form the South Yorkshire Cyber Forum.

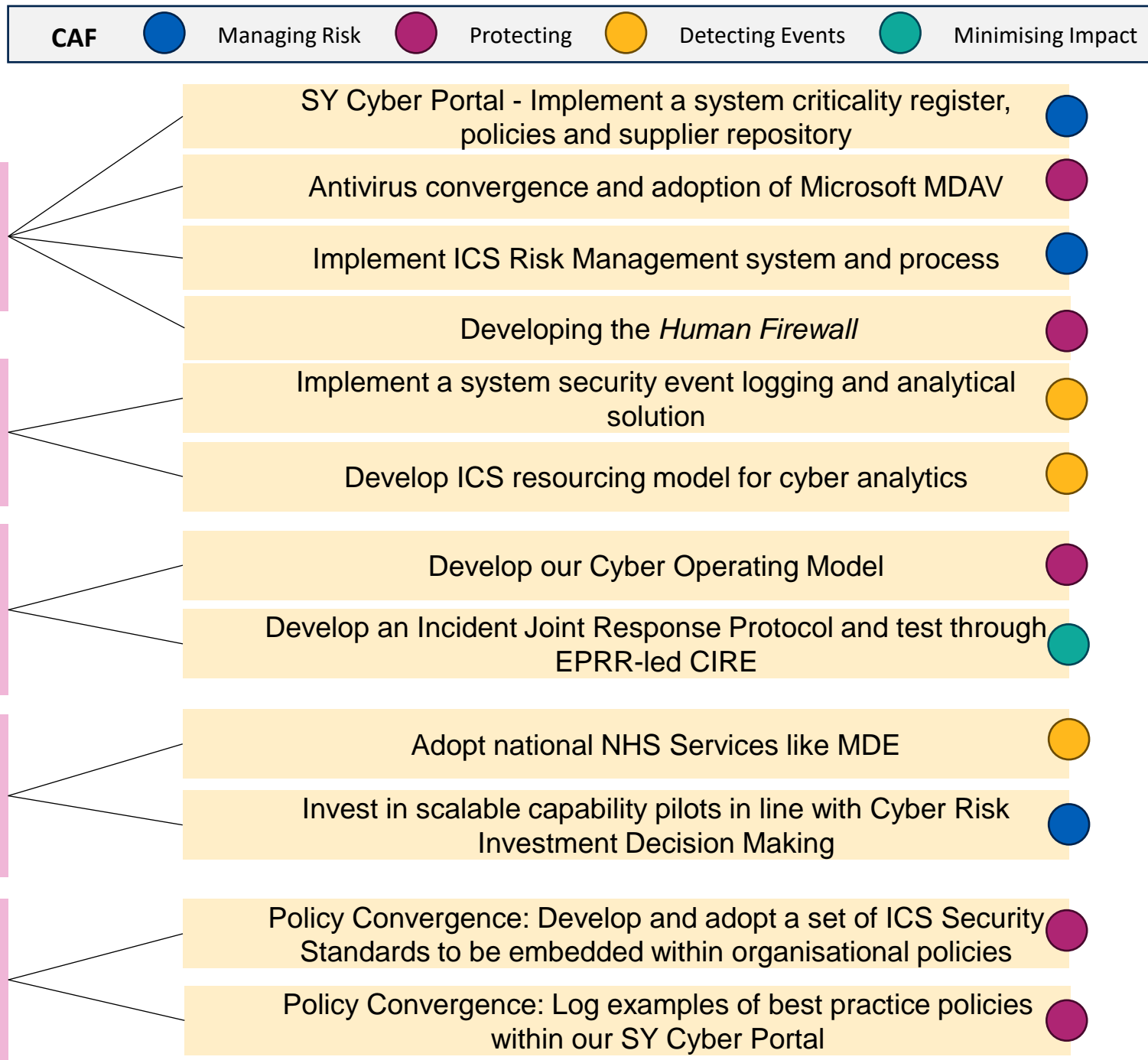


Defend As One – SY ICS Cyber Strategy 2024-2027



Our Driver Diagram

Our Vision



Delivery Phases

Phase 1

- ... Implement SY Cyber Portal
- ... Launch System Criticality Register
- ... Develop ICS Joint Response Protocol
- ... Launch ICS Security Standard and Policies Repository
- ... Release partner staff communications (Developing the *Human Firewall*)

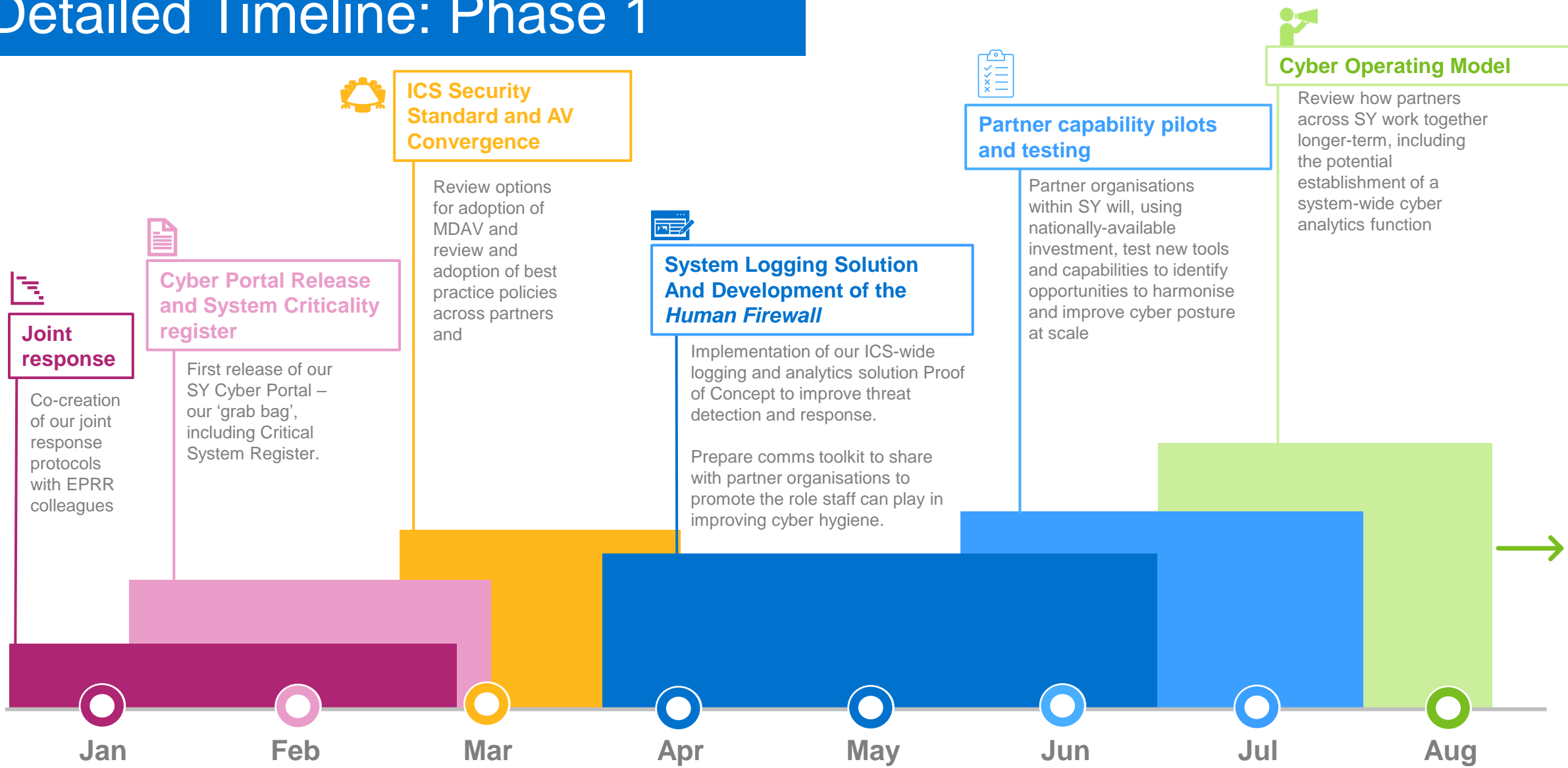
Phase 2

- ... Antivirus Convergence
- ... Implement Secure Event Logging Solution
- ... Develop SY Cyber Operating Model
- ... Partner capability pilots and testing
- ... Understand risk profile of Pharmacy, Optometry and Dentistry (POD)
- ... EPRR-led CIRE

Phase 3

- ... Implement SY Cyber Analytics Function
- ... Harmonisation of Security Solutions
- ... Implement system-wide approach to risk management
- ... Onboard POD into the cyber agenda
- ... Develop a central supplier registry to understand compliance

Detailed Timeline: Phase 1



2025

Timeline

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

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



TERMS OF REFERENCE

1 Introduction

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

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

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

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

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

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

3 Establishment

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

4 Functions of the Committee

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

5 Functions reserved to the Board of the Foundation Trust

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

6 Reporting requirements

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

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

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

7 Membership

- 7.1 The XXX NHS Foundation Trust MHLDACPC CiC shall be constituted of directors of XXX NHS Foundation Trust. Namely:
 - 7.1.1 The XXX NHS Foundation Trust's Chief Executive; and
 - 7.1.2 The XXX NHS Foundation Trust's Chairwho shall each be referred to as a "Member".
- 7.2 Each XXX NHS Foundation Trust MHLDACPC CiC Member shall nominate a deputy to attend XXX NHS Foundation Trust MHLDACPC CiC meetings on their behalf when necessary ("**Nominated Deputy**").
- 7.3 The Nominated Deputy for XXX NHS Foundation Trust's Chief Executive shall be an Executive Director of XXX NHS Foundation Trust and the Nominated Deputy for XXX NHS Foundation Trust's Chair shall be a Non-Executive Director of XXX NHS Foundation Trust.
- 7.4 In the absence of the XXX NHS Foundation Trust MHLDACPC CiC Chief Executive Member and/or the Chair Member, his or her Nominated Deputy shall be entitled to:
 - 7.4.1 attend XXX NHS Foundation Trust MHLDACPC CiC's meetings;
 - 7.4.2 be counted towards the quorum of a meeting of XXX NHS Foundation Trust MHLDACPC CiC's; and
 - 7.4.3 exercise Member voting rights,and when a Nominated Deputy is attending a XXX NHS Foundation Trust MHLDACPC CiC meeting, for the purposes of these Terms of Reference, the Nominated Deputy shall be included in the references to "Members".
- 7.5 When the SY MHLDACPC CiCs meet in common, one person nominated from the Members of the SY MHLDACPC CiCs shall be designated the Meeting Lead and preside over and run the meetings on a rotational basis for an agreed period.

8 Non-voting attendees

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

9 Meetings

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

9.4 Meetings of the XXX NHS Foundation Trust MHLAPC CiC shall initially be held in private with a review in a 12 months time (May 2026) to consider holding meetings in public.

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

10 Quorum and Voting

10.1 Members of the XXX NHS Foundation Trust MHLAPC CiC have a responsibility for the operation of the XXX NHS Foundation Trust MHLAPC CiC. They will participate in discussion, review evidence and provide objective expert input to the best of their knowledge and ability, and endeavour to reach a collective view.

10.2 Each Member of the XXX NHS Foundation Trust MHLAPC CiC shall have one vote. The XXX NHS Foundation Trust MHLAPC CiC shall reach decisions by consensus of the Members present.

10.3 The quorum shall be two (2) Members.

10.4 If any Member is disqualified from voting due to a conflict of interest, they shall not count towards the quorum for the purposes of that agenda item and the conflicted Member may be replaced by an agreed Nominated Deputy for the agenda items in which the conflicted Member is disqualified (and the quorum shall remain at two (2) Members).

11 Conflicts of Interest

11.1 Members of the XXX NHS Foundation Trust MHLAPC CiC shall comply with the provisions on conflicts of interest contained in XXX NHS Foundation Trust Constitution/Standing Orders, the SY MHLAPC JWA and NHS Conflicts of Interest guidance. For the avoidance of doubt, reference to conflicts of interest in XXX NHS Foundation Trust Constitution/Standing Orders also apply to conflicts which may arise in their position as a Member of the XXX NHS Foundation Trust MHLAPC CiC.

11.2 All Members of the XXX NHS Foundation Trust MHLAPC CiC shall declare any new interest at the beginning of any XXX NHS Foundation Trust MHLAPC CiC meeting and at any point during a XXX NHS Foundation Trust MHLAPC CiC meeting if relevant.

12 Attendance at meetings

12.1 XXX NHS Foundation Trust shall ensure that, except for urgent or unavoidable reasons, XXX NHS Foundation Trust MHLAPC CiC Members (or their Nominated

Deputy) shall attend XXX NHS Foundation Trust MHLDA PC CiC meetings (in person) and fully participate in all XXX NHS Foundation Trust MHLDA PC CiC meetings.

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

13 Administrative

- 13.1 Administrative support for the XXX NHS Foundation Trust MHLDA PC CiC will be provided by SY MHLDA PC Programme Support (or such other route as the Trusts may agree in writing). The SY MHLDA PC Programme Support will:
- 13.1.1 draw up an annual schedule of SY MHLDA PC CiC meeting dates and circulate it to the SY MHLDA PC CiCs;
 - 13.1.2 aim to circulate the agenda and papers at least five (5) Working Days prior to SY MHLDA PC CiC meetings; and
 - 13.1.3 take minutes of each XXX NHS Foundation Trust MHLDA PC CiC meeting and, following approval by the Meeting Lead, circulate them to the Trusts and action notes to all Members within ten (10) Working Days of the relevant XXX NHS Foundation Trust MHLDA PC CiC meeting.
- 13.2 The agenda for the XXX NHS Foundation Trust MHLDA PC CiC meetings shall be determined by the SY MHLDA PC Managing Director and agreed by the Meeting Lead prior to circulation.
- 13.3 The Meeting Lead shall be responsible for approval of the first draft set of minutes for circulation to Members and shall work with the SY MHLDA PC Programme Support to agree such within five (5) Working Days of receipt.

APPENDIX A – DECISIONS OF THE XXX NHS FOUNDATION TRUST CIC

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

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

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

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

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

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

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

Relationship with the Specialised Commissioning Provider Collaborative and other organisations

The role of the SY MHLDA PC is to:

- Be the vehicle for planning and leading the local delivery of national strategy relating to the establishment and delegated responsibilities of **Specialised Provider Collaboratives**, this includes:
 - co-ordinating and monitoring the activities of the SY MHLDA PC alongside the provider collaboratives delegated to lead providers in SYB by NHS England and Improvement (currently CAHMS Tier 4, Adult Eating Disorders and Low-Medium secure services) – it is intended that the Specialised Commissioning Provider Collaborative will continue to operate under a lead/host model;
 - Receive a regular report from lead providers for information on matters of finance, risk, clinical safety and performance given the broader oversight role in sectoral services expected of the collaborative by the ICB
 - Receive regular update reports from lead providers for information with the purpose of ensuring that the wider collaborative's strategic direction is informed by the work done by Trusts on specialized commissioning.
 - Ensure that annual plans and key strategic documents associated with the three Specialised Provider Collaboratives services and the funded hub functions are reviewed and considered by the Collaborative Board prior to their adoption and approval elsewhere
 - Provide for formal engagement with the Board prior to any major commissioning or de-commissioning decisions, including long term material agreements or the development of procurement exercises
 - Consider, develop and approve proposals for further expansion of Specialised Provider Collaboratives;

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

APPROVED BY THE BOARD OF DIRECTORS: [DATE] May 2025

Dated 2022

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

Between

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



CONTENTS

CLAUSE	PAGE
1 INTRODUCTION.....	1
2 BACKGROUND.....	2
3 RULES OF WORKING.....	5
4 PROCESS OF WORKING TOGETHER.....	5
5 FUTURE INVOLVEMENT AND ADDITION OF PARTIES	6
6 EXIT PLAN	7
7 TERMINATION.....	7
8 INFORMATION SHARING AND COMPETITION LAW	7
9 CONFLICTS OF INTEREST	9
10 DISPUTE RESOLUTION	9
11 VARIATION	11
12 COUNTERPARTS.....	11
13 GOVERNING LAW AND JURISDICTION.....	11
APPENDIX 1 – 4 TERMS OF REFERENCE	
APPENDIX 5 - EXIT PLAN.....	17
APPENDIX 6 - INFORMATION SHARING PROTOCOL	18

1 Introduction

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

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

	Trust and “Trust” shall be interpreted accordingly.
--	---

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

2 Background

Vision

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

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

Role

- 2.2 The role of the SY MHLDA PC is to:
 - 2.2.1 Be the vehicle for planning and leading the local delivery of national strategy relating to the establishment and delegated responsibilities of **Specialised Provider Collaboratives**, this includes:
 - co-ordinating and monitoring the activities of the SY MHLDA PC alongside the provider collaboratives delegated to lead providers in SYB by NHS England and Improvement (currently CAHMS Tier 4, Adult Eating Disorders and Low-Medium secure services) – it is intended that the Specialised Commissioning Provider Collaborative will continue to operate under a lead/host model;
 - Receive a regular report from lead providers for information on matters of finance, risk, clinical safety and performance given the broader oversight role in sectoral services expected of the collaborative by the ICB
 - Receive regular update reports from lead providers for information with the purpose of ensuring that the wider collaborative’s strategic direction is informed by the work done by Trusts on specialized commissioning.

- Ensure that annual plans and key strategic documents associated with the three Specialised Provider Collaboratives services and the funded hub functions are reviewed and considered by the Collaborative Board prior to their adoption and approval elsewhere
 - Provide for formal engagement with the Board prior to any major commissioning or de-commissioning decisions, including long term material agreements or the development of procurement exercises
 - Consider, develop and approve proposals for further expansion of Specialised Provider Collaboratives;
- 2.2.2 Provide the overarching governance, delegated from individual lead Trusts, to ensure the appropriate delivery and performance of the provider collaboratives;
- 2.2.3 Work with the ICB executive team to agree priorities and take on delegated responsibilities as the Provider Collaborative and ICB evolves and matures;
- 2.2.4 Be the vehicle for planning and leading the local delivery of collaborative priorities agreed by the partners and those undertaken on behalf of the SY ICB;
- 2.2.5 Provide a mechanism for joint action and joint decision-making for issues that are best tackled at scale;
- 2.2.6 Oversee prioritisation, deployment and assurance of resources specifically allocated to the SY MHLDA;
- 2.2.7 Act as a forum where difficult issues can be collectively worked through and resolved to ensure the achievement of better health and care outcomes for the population of SY;
- 2.2.8 Provide oversight and challenge of SY MHLDA level project groups and the constituent workstreams. 'The Provider Collaborative Board will provide system-wide assurance of its delivery ambitions;
- 2.2.9 Ensure that a wide range of stakeholders, including clinicians and service users are engaged in service development plans;
- 2.2.10 Manage interdependencies with the projects and programmes within the existing SY plans and the wider health economy;
- 2.2.11 Manage and escalate risks where appropriate for SY MHLDA programme to the SY ICB;
- 2.2.12 Develop and embed the financial framework and oversight for the resources available to SY MHLDA and shared between the Trusts;
- 2.2.13 Develop, embed and oversee a mutual accountability framework which provides a consistent approach for assurance and accountability; and
- 2.2.14 Review and update the SY MHLDA as it matures and evolves in line with national policy and frameworks.
- 2.3 SY MHLDA's stated priorities are to strengthen each of the Trusts by sharing collective expertise and knowledge to:
- 2.3.1 Collaborate with members to deliver sustainable services and improved care for service users, carers and families;

- 2.3.2 Ensure that all member Trusts are driven to make decisions which lead to tangible benefit for the service users, families and carers;
 - 2.3.3 Secure investment to deliver improved and innovative services for the population of SY;
 - 2.3.4 Take a population health management approach to target and improve outcomes;
 - 2.3.5 Deploy resources and make decisions to reduce health inequalities, and unwarranted variation;
 - 2.3.6 Commit to promoting inclusivity and creating services which improve access and quality of care to all members of our community;
 - 2.3.7 Build a sustainable workforce by advancing opportunities to share and strengthen capabilities and capacity;
 - 2.3.8 Apply a data and insight driven approach to decision making and to identify high value and need based opportunities and priorities;
 - 2.3.9 Provide a strong, unified and representative voice to champion and advance health and care outcomes for MHLDA and all ages within the local and system (ICS); and
 - 2.3.10 Develop a clinical strategy to collectively improve the experience of care and tangible impact of MHLDA services in SY.
- 2.4 The Trusts have identified that a preferred model for their closer collaboration and joint working is to establish a governance structure that, so far as possible within the legislation, enables “group” and common decision making structures; the SY MHLDA CiCs acting through the SY MHLDA Provider Collaborative Board.
- 2.5 More specifically the SY MHLDA CiCs and the SY MHLDA Provider Collaborative Board will facilitate the Trusts’ work in the following key work programmes at this initial stage of SY MHLDA development:
- 2.5.1 Responding to and coordinating SY MHLDA action in response to any national, regional or ICB initiated priorities; and
 - 2.5.2 The SY MHLDA Trusts are part of the ICS. Regional and inter regional relationships should first and foremost be guided by the ICB. To support this SY MHLDA will provide both intelligence to the ICB and respond to ICB calls for action.
- Where necessary and appropriate SY MHLDA may seek to develop relationships with peers or for trusts, across other provider collaboratives, ICS’s and ICB’s (including for example, related to the mental health, learning disability and autism specialised commissioning provider collaborative which the SY MHLDA will liaise with to ensure that matters which are appropriate to be dealt with by the SY MHLDA Provider Collaborative under this Agreement are identified and that this informs the work in specialised commissioning). This will be notified and communicated between the SY MHLDA Trusts in accordance with the principle outlined in clause 4.6.
- The areas within scope of this Agreement may be amended through variation, by Trust Board resolutions or agreement of the annual SY MHLDA workplan.
- 2.6 The Trusts will remain as separate legal entities with their own accountabilities and responsibilities. The priorities for SY MHLDA will be complementary to (and do not revise or replace) the existing statutory duties of the Trusts (such as the delivery of NHS Constitutional Standards or equivalent). For avoidance of doubt there is no intention that the governance

structure outlined in this Agreement will lead to a statutory merger or acquisition under section 56 or section 56A of the National Health Service Act 2006 (as amended).

3 Rules of working

- 3.1 The Trusts have agreed to adopt this Agreement and agree to operate the SY MHLDA CiCs as the **SY MHLDA Provider Collaborative Board** in line with the terms of this Agreement, including the following rules (the “**Rules of Working**”):
- 3.1.1 Working together in good faith;
 - 3.1.2 Putting patients interests first;
 - 3.1.3 Having regard to staff and considering workforce in all that we do;
 - 3.1.4 Consider the wider system impact and perspective and discuss proposals before any unilateral Trust action which may impact other Trusts;
 - 3.1.5 Airing challenges to collective approach / direction within SY MHLDA openly and proactively seeking solutions;
 - 3.1.6 Support each other to deliver shared and system objectives;
 - 3.1.7 Empower and expect our professional (executive) groups to think from a system perspective and to develop proposals with this in mind;
 - 3.1.8 Recognising and respecting the collective view and keeping to any agreements made between the SY MHLDA CiC’s;
 - 3.1.9 Maintain SY MHLDA collective agreed position on shared decisions in all relevant communications;
 - 3.1.10 Be accountable. Take on, manage and account to each other for performance of our respective roles and responsibilities; and
 - 3.1.11 Appropriately engage with the ICB and with other partners on any material service change.

4 Process of working together

- 4.1 The SY MHLDA CiCs shall meet together as the SY MHLDA Provider Collaborative Board in accordance with and discuss the matters delegated to them in accordance with their Terms of References (attached here as Appendices).
- 4.2 The SY MHLDA CiCs shall work collaboratively with each other as the SY MHLDA Provider Collaborative Board in relation to the committees in common model.
- 4.3 Each SY MHLDA CiC is a separate committee, with functions delegated to it from its respective Trust in accordance with its Terms of Reference and is responsible and accountable to its Trust. Acknowledging this and without fettering the decision-making power of any SY MHLDA CiC or its duty to act in the best interests of its Trust, each SY MHLDA CiC shall seek to reach agreement with the other SY MHLDA CiCs in the SY MHLDA Provider Collaborative Board and take decisions in consensus, in light of its aims and Rules of Working set out in clauses 2 and 3 above. The Nottinghamshire Healthcare NHS Foundation Trust will be invited to attend the SY MHLDA Board meetings as a guest member organisation rather than as a committee and will not be required to (i) attend meetings or form part of the quorum or (ii) take part in core decisions for SY MHLDA unless the matters under discussion require their involvement or have a material impact upon them. The Nottinghamshire Healthcare NHS Foundation Trust will be

required to confirm in advance that it will comply with the requirements on the Trusts as set out clause 8 (Information Sharing and Competition Law) and in particular by

- 4.3.1 entering into any data sharing arrangements and obligations which may be required by the Trusts under clauses 8.1 to 8.3; and
- 4.3.2 maintaining the confidentiality of any Confidential Information provided to it and any data at or in relation to any meetings of the SY MHLDA which it is invited to attend.
- 4.4 When the SY MHLDA CiCs meet in common, as the SY MHLDA Provider Collaborative Board, the Meeting Lead shall preside over and run the meeting. The intention is that the current lead arrangements for the Meeting Lead will continue until 1 April 2024 and thereafter be reviewed by the SY MHLDA Provider Collaborative Board on an annual basis.
- 4.5 The Trusts agree that they will adopt a tiered approach to bringing decisions which come within the Terms of Reference to the SY MHLDA Provider Collaborative Board which will reflect the principle of subsidiarity (that issues should be dealt with at the most immediate level that is consistent with their resolution) in the following approach:

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

- 4.6 Each SY MHLDA Trust will report back to its own Board and the SY MHLDA Provider Collaborative Board will be responsible for transparent information sharing in the form of common briefings and updates to each of the SY MHLDA Trust Board meetings.
- 4.7 The SY MHLDA CiC meetings will be initially in private. A summary note of each SY MHLDA meeting (or elements of meetings) will be provided to Trust Boards.

5 Future Involvement and Addition of Parties

- 5.1 Subject to complying with all applicable law, and the Trusts' unanimous agreement, third parties may become parties to this Agreement on such terms as the Trusts shall unanimously agree.
- 5.2 Any Trust may propose to the other Trusts that a third party be added as a Party to this Agreement.

6 Exit Plan

- 6.1 Within three (3) months of the date of this Agreement the Trusts shall develop and agree an exit plan which shall deal with, for example, the impact on resourcing or financial consequences of:
- 6.1.1 termination of this Agreement;
 - 6.1.2 a Trust exercising its rights under clause 7.1 below; or
 - 6.1.3 the Meeting Lead and the SY MHLDA Provider Collaborative Board varying the Agreement under clause 10.6.2.
- 6.2 Once agreed by all of the Trusts, the exit plan shall be inserted into this Agreement as an Appendix and the Trusts shall review and, as appropriate, update the exit plan on each anniversary of the date of this Agreement.

7 Termination

- 7.1 If any Trust wishes to revoke the delegation of functions to the relevant SY MHLDA CiC committee and exit this Agreement ("**Exiting Trust**"), then the Exiting Trust shall, prior to such revocation and exit:
- 7.1.1 send a written notice from the Chair of the Exiting Trust to the other Trusts' Chairs and the SY MHLDA Provider Collaborative Board of their intention to do so; and
 - 7.1.2 if required by any of the other Trusts (by sending a written notice within ten (10) business days of receipt of such notice) meet with the other Trusts' Chairs within ten (10) business days of the notice given under clause 7.1.1 to discuss the consequences of such revocation and exit.
- 7.2 If:
- 7.2.1 no other Trust sends a notice to the Exiting Trust within the time limit referred to in clause 7.1.2; or
 - 7.2.2 following the meeting held under clause 7.1.2 the Exiting Trust still intends to exit the Agreement,
- then the Exiting Trust may (subject to the terms of the exit plan) exit this Agreement.
- 7.3 If following the steps and meeting (if any) pursuant to clause 7.1.2 above the Exiting Trust revokes its delegation to its SY MHLDA CiC and exits this Agreement then the remaining Trusts shall meet and consider whether to:
- 7.3.1 Revoke their delegations and terminate this Agreement; or
 - 7.3.2 Amend and replace this Agreement with a revised Agreement to be executed by the remaining Trusts and to make such revisions as may be appropriate in the circumstance.

8 Information Sharing and Competition Law

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

- 8.2 Where appropriate the SY MHLDA Trusts agree to use all reasonable efforts to assist each other to comply with their respective responsibilities under any applicable data protection legislation. For the avoidance of doubt, this may include providing other Trusts with reasonable assistance in complying with subject access requests and consulting with other Trusts, as appropriate, prior to the disclosure of any Personal Data (as defined in the UK GDPR) created in connection with the conduct or performance of this Agreement in relation to such requests.
- 8.3 All Trusts will adhere to all applicable statutory requirements regarding data protection and confidentiality. The SY MHLDA Trusts agree to co-operate with one another with respective statutory obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.
- 8.4 Subject to compliance with all applicable law (including without limitation competition law and obligations of confidentiality (contractual or otherwise)) the Trusts agree to share all information relevant to the operation of this Agreement in an honest, open and timely manner. The Trusts, shall not, (save as permitted by this Clause 8) either during or after the period of this Agreement divulge or permit to divulge to any person (including the other Trusts) any information acquired from other Trusts in connection with this Agreement which concerns:
- 8.4.1 any matter of commercial interest contained or referred to in this Agreement;
 - 8.4.2 Trusts' manner of operations, staff or procedures;
 - 8.4.3 the identity or address or medical condition or treatment of services received by any client or patient of any of the Trusts;

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

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

- 8.5 For the avoidance of doubt, nothing in this Agreement shall be construed as preventing any rights or obligations that the Trusts may have under the Public Interest Disclosure Act (1998) and / or any obligations to raise concerns about any malpractice with regulatory or other appropriate statutory bodies pursuant to professional and ethical obligations including those obligations set out in the guidance issued by regulatory or other appropriate statutory bodies from time to time.
- 8.6 The Trusts acknowledge and agree that each may be required to disclose Confidential Information to others. For the purpose of this Agreement "Confidential Information" means all information provided in connection with this Agreement which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-know or trade secrets, in all cases whether disclosed orally or in writing before or after the date of this Agreement.
- 8.7 The Trusts undertake for themselves and their respective Boards and employees that:
- 8.7.1 the disclosing Trust shall confirm whether information is to be regarded as confidential prior to its disclosure by clearly marking all such documents with 'Confidential';
 - 8.7.2 they will use no lesser security measures and degree of care in relation to any Confidential Information received from the other Trusts than they apply to their own Confidential Information;

- 8.7.3 they will not disclose any Confidential Information of the other Trusts to any third party without the prior written consent of the disclosing Trust; and
- 8.7.4 on the termination of this Agreement, they will return any documents or other material in their possession that contains Confidential Information of the other Trusts.
- 8.8 The Trusts agree to provide in a timely manner and without restriction all information requested and required by the relevant designated SY MHLDA Programme Support team (either internal team or external contractor where agreed) to carry out work including but not limited to relevant detailed financial, activity, workforce and estates related information pertaining to SY MHLDA activities.
- 8.9 The Trusts will ensure they share information, and in particular Competition Sensitive Information, in such a way that is compliant with competition law to the extent applicable.
- 8.10 The Trusts will seek to agree a protocol to manage the sharing of information to facilitate the operation of SY MHLDA across the Trusts as envisaged under this Agreement in accordance with competition law requirements, within three (3) months of the date of this Agreement. Once agreed by the Trusts (and their relevant information officers) , this protocol shall be inserted into this Agreement as an Appendix and the Trusts shall review and, as appropriate, update the exit plan on each anniversary of the date of this Agreement.

9 Conflicts of Interest

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

10 Dispute Resolution

- 10.1 The Trusts agree to adopt a systematic approach to problem resolution which recognises the Rules of Working set out in clause 3 above.

- 10.2 If a problem, issue, concern, or complaint comes to the attention of a Trust in relation to any matter in this Agreement, that Trust shall notify the other Trusts in writing and the Trusts each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion.
- 10.3 If any Trust considers an issue identified in accordance with clause 10.2 to amount to a Dispute requiring resolution and such issue has not been resolved under clause 10.2 within a reasonable period of time, the matter shall be escalated to the Meeting Lead who shall decide in conjunction with the SY MHLDA CiCs at the SY MHLDA Provider Collaborative Board the appropriate course of action to take.
- 10.4 If the Meeting Lead and the SY MHLDA Provider Collaborative Board reach a decision that resolves, or otherwise concludes a Dispute, the Meeting Lead will advise the Trusts of the decision by written notice. Any decision of the Meeting Lead and the SY MHLDA Provider Collaborative Board will be final and binding on the Trusts once it has been ratified by the Trusts' Boards (if applicable).
- 10.5 If the matter referred to in clause 10.3 above cannot be resolved by the Meeting Lead and the SY MHLDA Provider Collaborative Board, within fifteen (15) Working Days, the Trusts agree that the Meeting Lead and the SY MHLDA Provider Collaborative Board, may determine whatever action they believe necessary to resolve the Dispute which may include:
- 10.5.1 appointment of a panel of SY MHLDA Provider Collaborative Board members who are not involved in the dispute to consider the issues and propose a resolution to the Dispute;
- 10.5.2 mediation arranged by SY ICB for consideration and to propose a resolution to the Dispute; or
- 10.5.3 if considered appropriate selecting an independent facilitator and utilising the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the SY MHLDA Trusts, the facilitator will be nominated by CEDR to assist with resolving the Dispute;
- and who shall:
- be provided with any information they request about the Dispute;
 - assist the Meeting Lead and SY MHLDA Provider Collaborative Board to work towards a consensus decision in respect of the Dispute;
 - regulate their procedure and, subject to the terms of this Agreement, the procedure of the Meeting Lead and SY MHLDA Provider Collaborative Board at such discussions;
 - determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Working Days of their appointment; and
 - where appropriate have their costs and disbursements met by the Trusts in dispute equally.
- 10.6 If the independent facilitator proposed under clause 10.5 cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this clause 10 and only if after such further consideration the Trusts again fail to resolve the Dispute, the Meeting Lead and SY MHLDA Provider Collaborative Board may decide to recommend their Trust's Board of Directors to:

- 10.6.1 terminate the Agreement;
- 10.6.2 vary the Agreement (which may include re-drawing the member Trusts); or
- 10.6.3 agree that the Dispute need not be resolved.

11 Variation

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

12 Counterparts

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

13 Governing law and jurisdiction

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

This Agreement is executed on the date stated above by

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

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

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

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

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

[Insert Terms of Reference for the Trust CiC]

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

[Insert Terms of Reference for the Trust CiC]

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

[Insert Terms of Reference for the Trust CiC]

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

[Insert Terms of Reference for the Trust CiC]

APPENDIX 5 - EXIT PLAN

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

APPENDIX 6 - INFORMATION SHARING PROTOCOL

[to be inserted once agreed]

South Yorkshire Mental Health, Learning Disability and Autism (MHLDA) Provider Collaborative Board Meeting Note – 14 May 2025

The South Yorkshire Mental Health, Learning Disability and Autism Provider Collaborative Board (the Board) met on 14 May 2025. The main areas of discussion and subsequent action are outlined below.

Managing Director Report

The Board received an overview of the national changes to Integrated Care Boards (ICBs) and NHS England and noted the potential implications of the on Provider Collaboratives in terms of funding and engagement. Focus remains on continuing to implement and deliver the agreed priorities, whilst working with system leaders to consider future options.

Service Development Funding (SDF) and the Mental Health Investment Standard (MHIS)

Service Development Funding (SDF) for 2025/26

The Executive Place Director Rotherham & Deputy Chief Executive of the ICB provided the Board with an update on the plan for the Service Development Funding for 2025/26.

The high-level message was that funding had been applied differently this year and there has been a 7% reduction nationally compared with 24/25. As part of the South Yorkshire planning approach additional reductions have also been made from the SDF envelope, impacting mental health services.

Whilst funding for core NHS services and committed funding for developments has continued, funding that has been earmarked but not committed will be withdraw and this impacts funding of several service developments.

The delay in implementing previous plans for mental health support teams in schools was discussed and the potential long term impact of reducing other mental health services, especially those that are preventative. Members of the Board requested more detail on the impact assessment process, including what it covers, decisions made, and outcomes.

It was also agreed that there needs to a MHLDA specific space for ongoing SDF oversight and discussion, and regular updates on SDF funding and planning will come back to the Collaborative Board.

Mental Health Investment Standard

The MHIS applies to Integrated Care Boards (ICBs) and will continue to be subject to an independent review. For 2025/26, the MHIS requires ICBs to increase spending on mental health services in line with the growth of the ICB programme allocation base.

A colleague from the Integrated Care board (ICB) finance team attended the meeting to discuss the process for calculating and forecasting the MHIS. This calculation suggested that there was likely to be a spending increase of more than the amount required by this MHIS over 25/26. There were several questions on the methodology and consistency of approach. ICB and Trust colleagues will meet to resolve this prior to the next Board meeting.

A paper on **Financial Planning** followed, updating the Board on the development of a three year plan for the South Yorkshire MHLDA Providers which is being developed by the Directors of Finance and Chief Executives.

Delivering Our Work programme

The Board was provided with an overview of progress against existing programmes and the recently agreed priorities for 2025/26 which are the **Information** and **productivity** programmes. The current delivery status will be reviewed with Senior Responsible Officers for the programmes to ensure rigour in the approach.

Work on a **performance scorecard** was presented as a separate paper. This included draft measures for the new programmes and updated detail on the revised national priorities for 25/26. Trust teams are working together to develop a shared dataset that reflects shared performance measures associated with the Collaborative priorities for 2025/26.

Out of Area Placements (OAP)

A deep dive into the OAP programme identified current challenges and highlighted opportunities to further develop services closer to home. Progress has already been made across the Trusts with further work planned in 2025/26. Following further Chief Executive discussion, proposals will be finalised and presented to the ICB Board to agree next steps at a system level.

Specialised Commissioning Update

The Board received the routine report from the SYB Specialised Commissioning Provider Collaborative Partnership Steering Group and brought to the attention of the Board items for escalation and risk to the system.

Board Assurance Framework

An updated BAF was presented, and the Board requested further review to include the changing funding landscape and a review of the scoring.

Terms of Reference

The Board agreed the following minor changes to the Terms of Reference (ToR) and Joint Working agreement (JWA)

- The ToR and JWA to be amended to clarify that meetings are held in private to reflect current practice, but there was an undertaking to consider this as part of the strategic development session in August.
- ToR revised to confirm that reporting from the Collaborative Board into Trust Boards will be in the form of a summary report to reflect current practice
- A small number of minor amendments to names and job titles

Marie Purdue, Managing Director, South Yorkshire MHLDA Provider Collaborative