

LEEDS PROVIDER PARTNERSHIP

Collaboration Agreement

Version	1.0	
Commencement Date	[DATE]	
Review Date	[DATE]	
Approved By	[]	
Approval Date	[DATE]	
REVISIONS		
Date	Reason for Change	Author
25.02.26	Version 1.0 – first draft	Hill Dickinson
09.03.26	Version 1.1 – second draft	Hill Dickinson
24.04.26	Version 1.2 – third draft based on feedback from Leeds partners	Ed Cornick / Sam Ramesey
11.05.26	Version 1.3 – formatting amendments	Brad Willingham

DATE: 2026

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

1. **LEEDS TEACHING HOSPITALS NHS TRUST** of Great George Street, Leeds, West Yorkshire, LS1 3EX (**LTHT**);
2. **LEEDS & YORK PARTNERSHIP NHS FOUNDATION TRUST** of St Mary's House, Main House St Mary's Road Potternewton Leeds LS7 3JX (**LYPFT**);
3. **LEEDS COMMUNITY HEALTHCARE NHS TRUST** of White Rose Office Park, Building 3, Millshaw Park Lane, Leeds, LS11 0DL (**LCH**);
4. **LEEDS CITY COUNCIL** of Merrion House, 110 Merrion Centre, Leeds, LS2 8BB (**LCC**);
5. **[GENERAL PRACTICE]**; and
6. **[THIRD SECTOR]**.

Each a **Provider** and together the **Providers**.

BACKGROUND

- 1.1 Providers in the Leeds Health & Care LPP (LHCP) have been operating under the terms of a memorandum of understanding dated [] (MOU) which sets out the governance and operational arrangements for the LHCP, including the ICB Committee for the Leeds place (**Leeds ICB Committee**).
- 1.2 The Providers are now embarking on an ambitious programme of work to take the partnership to the next stage in its development and to create a formal provider partnership for Leeds (the **LPP**) as part of the broader Team Leeds approach and partnership, recognising the policy shift in the 10 Year Health Plan for neighbourhood health and the evolution of the ICB to become a 'strategic commissioner'.
- 1.3 Following a report commissioned by the statutory providers in the LHCP, the Providers have agreed to establish a formal provider partnership joint committee for Leeds (**LPP Joint Committee**) with the ultimate aim of moving to a single commissioning contract between the ICB and the LPP from April 2027, via a host statutory Provider or equivalent (to be determined through the shadow year), with a whole population budget for in-scope ICB-commissioned services from April 2027. Over time, partners will agree further budgets to be in scope.
- 1.4 During the period 1 April 2026 to at least 31 March 2027 (the **Shadow Period**), the Leeds ICB Committee will continue to operate in accordance with the ICB's governance arrangements. All partners will also continue to operate in accordance with their own governance arrangements. The LPP Joint Committee will operate in shadow form and will make recommendations to the Leeds ICB Committee by consensus in accordance with its terms of reference, as well as to member partner organisations and sectors as appropriate.
- 1.5 The Providers acknowledge that LCC has a dual role within the Leeds health and care system as both a commissioner of social care and public health services but also as a provider of social care and public health services either through direct delivery or through various contracts. LCC's role under this Agreement is as a provider of social care and public health services. LCC recognises the need to ensure and will ensure that any potential conflicts of interest arising from its dual role are appropriately identified to the other Providers and managed.
- 1.6 This Agreement sets out the vision, objectives and shared principles of the Providers in establishing the LPP, the current in-scope services, and the governance arrangements for the LPP Joint Committee in the Shadow Period and intended arrangements from an agreed date post 1 April 2027. The Providers have agreed to further develop the LPP on the terms set out in this Agreement.

- 1.7 This Agreement shall operate alongside the MOU, which will continue in force until its expiry or earlier termination.

IT IS AGREED AS FOLLOWS:

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, capitalised words and expressions shall have the meanings given to them in Schedule 1 (*Definitions and Interpretation*).

2.2 In this Agreement, unless the context requires otherwise, the following rules of construction shall apply:

1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
2. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
3. a reference to a Provider includes its personal representatives, successors or permitted assigns;
4. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
5. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
6. a reference to writing or written includes emails.

3. STATUS AND PURPOSE

3.1 The Providers have agreed to work together on behalf of the people of Leeds to establish the LPP through which to:

1. Contribute towards the Delivery of the Leeds ambitions of being a Healthy, Growing, Thriving and Resilient city, working in a Team Leeds way

2. identify and respond to the health and care needs of the Leeds population in respect of the Priority Areas; and
 3. deliver integrated neighbourhood health, support and community care in respect of the Priority Areas to develop and ultimately deliver improved health and care outcomes for the people of Leeds.
- 3.2 The Providers acknowledge that the Leeds ICB Committee will continue to operate until at least 31 March 2027. The governance arrangements for the Leeds ICB Committee are set out in the MOU and the NHS West Yorkshire ICB Constitution and Governance Handbook.
- 3.3 During the Shadow Period, the Providers agree to participate in the LPP Joint Committee in accordance with this Agreement and the LPP Joint Committee terms of reference.
- 3.4 This Agreement sets out the key terms that the Providers have agreed in respect of the development of the LPP, including:
 1. the vision of the Providers, and key objectives for the development and delivery of the Priority Areas;
 2. the key principles that the Providers will comply with in working together through, and further developing, the LPP, the LPP Joint Committee and this Agreement;
 3. the governance structures underpinning the LPP; and
 4. the work the Providers intend to do together during the Shadow Period to further develop the LPP arrangements.
- 3.5 Notwithstanding the good faith consideration that each Provider has afforded the terms set out in this Agreement, the Providers agree that this Agreement shall not be legally binding. The Providers each enter into this Agreement intending to honour all of their respective obligations.
- 3.6 The Providers may, as part of any Review conducted under Clause 5.2, agree that any or all of the terms of this Agreement shall be legally binding from the date of such Review (or such other date as may be agreed), and may vary the terms of this Agreement as appropriate in accordance with Clause 20.
- 3.7 Each of the Providers agrees to work together in a collaborative and integrated way on a Best for Leeds basis. This Agreement is not intended to conflict with or take

precedence over the terms of the Services Contracts [for example the Section 75 Agreements] unless expressly agreed by the Providers. An appropriate S75 agreement or other legal arrangements will be developed between the Local Authority and NHS providers in response to this agreement as required.

4. APPROVALS

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

5. DURATION AND REVIEW

- 5.1 This Agreement will commence on the Commencement Date and continue in force for an initial period of one year (**Initial Term**) unless and until terminated earlier in accordance with its terms.
- 5.2 The Providers will conduct a review of progress made by the LPP against the LPP Development Plan and the terms of this Agreement no later than three months before the end of the Initial Term (the **Initial Review**). The Providers will conduct further Reviews at such intervals thereafter as the Providers may agree. Following any Review, the Providers may agree in writing to vary the terms of this Agreement to reflect developments in accordance with Clause 20.
- 5.3 On the expiry of the Initial Term this Agreement will expire automatically without notice unless, following the Initial Review, the Providers agree in writing that the term of this Agreement will be extended for a further term to be agreed between the Providers (**Extended Term**).

SECTION A: VISION, OBJECTIVES, PRINCIPLES AND PRIORITY AREAS

6. THE VISION

- 6.1 The Providers have agreed to work towards a common vision for the LPP as follows:
- 6.2 Leeds will be a healthy and caring city for all ages, where people who are the poorest improve their health the fastest
- 6.3 We will work as if we are one Team Leeds, where staff work for Leeds, rather than for individual organisations.
- 6.4 Our vision for Leeds will be owned by all partners and delivered through action, using our diverse and unique skills, knowledge, and experiences. We will work together, using our collective resources to create a fairer and healthier Leeds for all.

7. THE LPP OBJECTIVES & OUTCOMES

7.1 The Providers have agreed to work together and to perform their duties under this Agreement in order to achieve the following Objectives:

1. Living our Partnership Principles: we start with people; we deliver; we are Team Leeds;
2. Working with people and staff and hearing all of their voices;
3. Rethinking how we deliver better person-centred outcomes, drive a seamless experience of care and reduce inequalities;
4. A relentless focus on our shared three key city ambitions combined to make Leeds a healthy, compassionate, climate conscious city with a strong economy, where people who are the poorest improve their health the fastest;
5. Creating a culture that encourages system leadership – ‘Leeds £’, ‘city first, organisational second’, ‘working as if we are one organisation’;
6. Collectively owning and unblocking performance, intelligence, efficiency, quality and financial issues facing health and care;
7. Unblocking intra-organisational system issues, maximising opportunities, eliminating duplication;
8. A shared transformation plan which creates meaningful change, ensuring the short-term is managed in the context of the long-term;
9. ‘One city voice’ – shared understanding and ownership of unified positions and messages; and
10. Maximise the leverage from our collective influence regionally and nationally.

7.2 Through the Objectives, the Providers will aim to achieve the following Outcomes:

1. People will live longer and have healthier lives;
2. People will live full, active and independent lives;
3. People’s quality of life will be improved by access to quality services;

4. People will be actively involved in their health and their care; and
5. People will live in healthy, safe and sustainable communities.

7.3 The Providers acknowledge that they will have to make decisions together in order for the LPP arrangements to work effectively. The Providers agree that they will work together and make decisions on a Best for Leeds basis in order to achieve the Objectives, subject to Clause 11.

8. THE PRINCIPLES

8.1 The principles set out below underpin the delivery of the Providers' obligations under this Agreement and set out key factors for a successful relationship between the Providers for the delivery of the LPP.

8.2 The Providers agree that the successful delivery of the LPP operating model will depend on their ability to effectively co-ordinate and combine their expertise and resources in order to deliver an integrated approach to the planning, provision and use of community assets and services across the Providers.

8.3 The Providers will work together in good faith to give meaningful influence and strategic parity in order to:

1. Jointly and proportionately invest and commission more of our resources in first class primary, community and preventative services whilst ensuring that hospital services are also funded to deliver first class care;
2. Start with people – working with people instead of doing things to them or for them, maximising the assets, strengths and skills of Leeds' citizens, carers and workforce. Whilst providing a universal offer, we will try to direct our collective resource towards people, communities and populations who need it the most;
3. Have better conversations – equipping the workforce with the skills and confidence to focus on what's strong rather than what's wrong through high support, high challenge, and listening to what matters to people;
4. Think family – understand and coordinate support around the unique circumstances adults and children live in and the strengths and resources within the family;
5. Think home first – supporting people to remain or return to their home as soon as it is safe to do so;

6. Prioritise actions over words - using intelligence, every action focuses on what difference we will make to improving outcomes and quality and making best use of the Leeds £;
7. Work as Team Leeds – working as if we are one organisation, being kind, taking collective responsibility and accountability for and following through on what we have agreed. Difficult issues are put on the table, with a high support, high challenge attitude;
8. Unify diverse services through a common culture; and
9. Be system leaders and work across boundaries to simplify what we do, with individuals and teams sharing good practice and seeking to do things once
10. Aim to apply the principles set out in [NHS West Yorkshire ICB Strategic Commissioning Principles for VCSE Collaboration](#).

and together these are the “Principles”.

9. LPP PRIORITY AREAS

- 9.1 The Providers have agreed a number of Priority Areas to focus on in the Shadow Period as set out in Schedule 2 (*Priority Areas*), in preparation for the transition to a Host Provider contract in April 2027. The Providers will agree any changes to the Priority Areas during the Shadow Period as required and will review and refresh the Priority Areas in any event in advance of each new NHS financial year.
- 9.2 Each Priority Area will be sponsored by a Provider Chief Executive or Senior Responsible Owner (SRO). Each SRO will be responsible to the LPP Joint Committee for the planning and delivery of their work programme.
- 9.3 The Providers acknowledge and confirm that the success of the LPP will depend on the Providers’ ability to effectively co-ordinate and combine their expertise, workforce, and resources as providers in order to deliver the Priority Areas and achieve the Objectives.
- 9.4 Each Provider acknowledges that in order to achieve the Vision, it will need to collaborate with the other Providers to provide mutual aid and solve challenges in line with the Principles. Where practicable, the Providers will work together to agree a joint plan for tackling such challenges which will also set out the agreed roles and responsibilities of each Provider.

10. PROBLEM RESOLUTION AND ESCALATION

10.1 The Providers agree to adopt a systematic approach to problem resolution which recognises the Objectives and the Principles set out in Clauses 7 and 8 above and which:

1. seeks solutions without apportioning blame;
2. is based on mutually beneficial outcomes;
3. treats each Provider as an equal party in the dispute resolution process; and
4. contains a mutual acceptance that adversarial attitudes waste time and money.

10.2 If a problem, issue, concern or complaint comes to the attention of a Provider in relation to the Objectives, Principles or any matter in this Agreement such Provider shall notify the other Providers. The Providers shall then try to resolve the issue in a proportionate manner by a process of discussion within 20 Operational Days of notification. If they are not able to do this, the matter will be resolved in accordance with Schedule 5 (*Dispute Resolution Procedure*).

10.3 If any Provider receives any formal enquiry, complaint, claim or threat of action from a third party relating to this Agreement (including, but not limited to, claims made by a supplier or requests for information made under the FOIA relating to this Agreement) the receiving Provider will liaise with the LPP Joint Committee as to the contents of any response before a response is issued.

SECTION B: OPERATION OF AND ROLES OF THE PROVIDERS

11. Obligations of the Providers

11.1 Each Provider acknowledges and confirms that:

1. it remains responsible for performing its obligations and functions for delivery of services to the Commissioners in accordance with its Services Contract(s);
2. it will be separately and solely liable to the Commissioners for the provision of services under its own Services Contract; and
3. the intention of the Providers is to work together with each other, and with the Commissioners, to achieve better use of resources and better

outcomes for the population of Leeds initially in respect of the Priority Areas and to create a collaborative culture in, and between, their organisations.

11.2 The Providers agree and acknowledge that nothing in this Agreement shall operate as to require them to make any decision or act in anyway which shall place any Provider in breach of:

1. Law;
2. any Services Contract;
3. any specific Department of Health and Social Care or NHS England policies;
4. if applicable its Constitution, any terms of its provider licence from NHS England or its registration with the CQC;
5. the terms of reference for the LPP Joint Committee;
6. any legislative requirements including the NHS Act 2006 (as amended);
7. any term of a non-NHS party's legal constitution or other legally binding agreement or governance document of which specific written notice has been given to the Providers; or
8. the MOU,

and the LPP Joint Committee will not make a final recommendation which requires any Provider to act as such.

11.3 **Health Overview and Scrutiny Committees (HOSCs)**

11.4 Health Overview and Scrutiny Committees (HOSCs) play an important role in supporting transparency and improvement across the system, providing constructive challenge on the planning, delivery and performance of health services on behalf of local communities.

11.5 Partners will engage openly and constructively with HOSCs, including joint arrangements where appropriate, on any significant service changes. This includes early engagement, sharing relevant information, and ensuring senior representation when required, in line with statutory guidance.

- 11.6 Importantly, during the shadow year, existing governance, decision-making and accountabilities remain with individual organisations — this Collaboration Agreement does not change those arrangements.

12. TRANSPARENCY

- 12.1 Subject to compliance with the Law and contractual obligations of confidentiality, the Providers will provide to each other all information that is reasonably required in order to implement the LPP Development Plan and comply with this Agreement in line with the Objectives.
- 12.2 The Providers have responsibilities to comply with the Law. The Providers will make sure that they share information, and in particular Competition Sensitive Information, in such a way that is compliant with competition law. The Providers acknowledge that it is for each Provider 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 Providers, would allow them to forecast or co-ordinate commercial strategy or behaviour in any market.
- 12.3 The Providers will ensure that the LPP Joint Committee establishes appropriate non-disclosure or confidentiality agreements between and within the Providers to ensure that any Competition Sensitive Information and Confidential Information are only available to those Providers who need to see it to achieve the Objectives and for no other purpose whatsoever so that the Providers do not breach competition law.
- 12.4 It is accepted that the involvement of the Providers in this Agreement may give rise to situations where information will be generated and made available to the Providers which could give the Providers an unfair advantage in competitive procurements or which may be capable of distorting such procurements (for example, disclosure of pricing information or approach to risk may provide one Provider with a commercial advantage over a separate Provider). The Providers therefore recognise the need to manage the information referred to in this Clause 12.4 in a way which maximises their opportunity to take part in competitions operated by the Commissioners by putting in place appropriate procedures, such as non-disclosure or confidentiality agreements, in advance of the disclosure of information.
- 12.5 Where there are any Patient Safety Incidents or Information Governance Breaches relating to the Priority Areas, for example, the Providers 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.

SECTION C: GOVERNANCE ARRANGEMENTS

13. LPP GOVERNANCE

13.1 The diagram in Schedule 3 (*Governance*) sets out the governance structure for:

1. Phase 1 (Shadow Period); and
2. Phase 2: Anticipated structure with effect from April 2027.

13.2 The LPP governance arrangements during the Shadow Period will comprise:

1. the LPP Joint Committee; and
2. the proposed LHCP Portfolio structure (may be subject to change)

Shadow Period – development of governance arrangements

13.3 The LPP Joint Committee will operate in shadow form during the Shadow Period, making recommendations to the Leeds ICB Committee by consensus in accordance with its terms of reference.

13.4 During the Shadow Period and in line with the Principles and the LPP Development Plan, the Providers will work together to further develop the governance arrangements for the LPP ahead of 1 April 2027 and in anticipation of the award of a host provider contract by the ICB, ensuring that all Providers and wider stakeholders are engaged in and can contribute towards the development of the LPP as appropriate in line with the Principles.

LPP Joint Committee

13.5 The LPP Joint Committee is established by LCH, LTHT, LYPFT (together the **NHS Providers**) and LCC (the NHS Providers and LCC together being the **LPP JC Providers**) pursuant to sections 65Z5 and 65Z6 of the NHS Act 2006. When making decisions on functions delegated to it by the NHS Providers in accordance with its terms of reference, the LPP Joint Committee is operating as a joint committee of the LPP JC Providers. It has been established by each LPP JC Provider in accordance with their respective governance arrangements.

13.6 Although the LPP Joint Committee is technically established by the LPP JC Providers (because they have the necessary statutory powers to do so under the NHS Act 2006),

the LPP JC Providers acknowledge and agree that the General Practice and Third Sector will have an integral role in the LPP governance as members of the LPP Joint Committee, and will be treated as equal strategic partners in the LPP.

- 13.7 The LPP Joint Committee may establish supporting and/or task and finish groups to take forward programmes in respect of the Priority Areas as appropriate. The LPP Joint Committee will have other responsibilities as defined in its terms of reference (the initial terms of reference are set out in Schedule 3 (*Governance*)).
- 13.8 The NHS Providers may agree to jointly exercise certain of their functions, together with LCC, through the LPP Joint Committee, as set out in the terms of reference and as may be updated from time to time through delegations from NHS Provider boards. If the NHS Providers wish to delegate matters to the LPP Joint Committee, each NHS Provider board must approve a completed delegation (using the template delegation set out in the LPP Joint Committee terms of reference) in accordance with their standing orders and scheme of reservation and delegation. Where an NHS Provider decides to delegate to the LPP Joint Committee for the first time, or decides to amend or revoke a previous delegation either to the LPP Joint Committee or its Chief Executive, the NHS Provider will ensure that the other Providers are aware and that the matter is brought to the attention of the LPP Joint Committee Chair.
- 13.9 During the Shadow Period, the LPP Joint Committee will meet to agree, by consensus, recommendations to make to the Leeds ICB Committee, as set out in the terms of reference. The LPP Joint Committee will meet in sequence with the Leeds ICB Committee. The LPP Joint Committee does not have any delegated functions from the ICB and may not take decisions on the ICB's behalf.
- 13.10 During the Shadow Period, where a member of the LPP Joint Committee has individual delegated authority to take decisions, they may take decisions on behalf of their organisation while sitting on the LPP Joint Committee. Where the member does not have delegated authority from their organisation to take a decision then that decision will need to be referred back to the relevant organisation board for determination unless it has been delegated to the LPP Joint Committee as outlined in the terms of reference.
- 13.11 From 1 April 2027 it is anticipated that:
1. the Leeds ICB Committee will be dissolved by the ICB, and
 2. the NHS Providers will delegate certain of their functions to the LPP Joint Committee to exercise jointly with each other and with LCC.

- 13.12 The LPP JC Providers will agree any necessary amendments to the terms of reference, and the Providers will agree any consequential amendments to this Agreement as required to reflect the evolution of the arrangements.
- 13.13 The Providers acknowledge that their employees may be appointed as members of the LPP Joint Committee. The Providers agree to support their employees in doing so in line with the aims and objectives of the LPP Joint Committee and the terms of this Agreement.
- 13.14 Each Provider must ensure that its appointed members or attendees of the LPP Joint Committee (or their appointed deputies/alternatives) attend all of the meetings and participate fully and exercise their rights on a Best for Leeds basis and in accordance with Clause 7 and Clause 8.
- 13.15 The Providers acknowledge that they each participate in other collaborative arrangements outside of the LPP, including with other providers at ICS level. The Providers 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.

14. CONFLICTS OF INTEREST

- 14.1 The Providers acknowledge and agree that conflicts of interest exist, and they will each ensure that such conflicts are identified, and appropriately managed, promptly.
- 14.2 The Providers will:
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 operation of the LPP governance immediately upon becoming aware of the conflict of interest whether that conflict concerns the Provider or any person employed or retained by them for or in connection with the performance of this Agreement;
 2. take all steps to avoid being placed in a position of conflict of interest in regard to any of their rights or obligations under this Agreement before they participate in any decision in respect of that matter; and
 3. use best endeavours to ensure that their representatives on the LPP Joint Committee comply with the LPP Joint Committee terms of reference and the requirements of this Clause 14 when acting in connection with this Agreement.

14.3 If there is:

1. any uncertainty or a lack of consensus between the Providers regarding the existence of a conflict of interest under Clause 14.21 or 14.22; or
2. any query or Dispute as to whether any Provider is put in a position (or will be) of conflict under Clause 14.22,

any Provider may refer the matter for resolution under Clause 10.

14.4 Where a conflict of interest has been identified, the actions taken and decisions made in relation to it shall be proportionate and shall seek to preserve the spirit of collective decision-making between the Providers wherever possible. The Providers shall keep a clear detailed record of any conflicts of interests and how they were or are being managed, along with how any decisions in relation to conflicts of interests have been reached.

14.5 The Providers will each comply with their organisation's conflicts of interest policy when participating in the LPP Joint Committee.

SECTION D: FINANCIAL PLANNING

15. FINANCIAL PRINCIPLES

15.1 The Providers will continue to be paid by Commissioners in accordance with the mechanism set out in their respective Services Contracts.

15.2 The NHS Providers may establish one or more pooled funds in accordance with section 65Z6 NHS Act 2006, such pooled funds to be managed by the LPP Joint Committee. Any future introduction of pooled funds and associated risk / reward sharing mechanisms would require additional provisions to be agreed between the Providers and incorporated into this Agreement in accordance with Clause 20.

SECTION E: FUTURE DEVELOPMENT OF THE LPP

16. LPP DEVELOPMENT

16.1 [To be drafted – suggestion is that an LPP Development Plan / roadmap is incorporated in a schedule which sets out the work that will happen during the Shadow Period and milestones, responsible Providers etc. Clarity about the role of each Provider in this is essential.]

- 16.2 Each Provider will be responsible for the timely delivery of actions allocated to it under the LPP Development Plan and any joint programmes of work. The Providers will hold each other to account through the LPP Joint Committee, reviewing progress, identifying risks to delivery, and agreeing corrective actions where required.

SECTION F: GENERAL PROVISIONS

17. EXCLUSION AND TERMINATION

- 17.1 A Provider may be excluded from this Agreement on notice from the other Providers (acting in consensus) in the event of:
1. the termination of their Services Contract; or
 2. an event of Insolvency affecting them.
- 17.2 A Provider may withdraw from this Agreement by giving not less than six (6) months' written notice to each of the other Providers' representatives.
- 17.3 A Provider may be excluded from this Agreement on written notice from all of the remaining Providers in the event of a material or a persistent breach of the terms of this Agreement by the relevant Provider which has not been rectified within 30 days of notification issued by the remaining Providers (acting in consensus), or which is not reasonably capable of remedy. In such circumstances this Agreement shall be partially terminated in respect of the excluded Provider.
- 17.4 The LPP Joint Committee may resolve to terminate this Agreement in whole where:
1. a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure; or
 2. where the Providers agree for this Agreement to be replaced by a formal legally binding agreement between them.
- 17.5 Where a Provider is excluded from this Agreement, or withdraws from it, the excluded or withdrawing (as relevant) Provider shall procure that all data and other material belonging to any other Provider shall be delivered back to the relevant Provider or deleted or destroyed (as instructed by the relevant Provider) as soon as reasonably practicable.

18. INTRODUCING NEW PROVIDERS

Additional parties may become parties to this Agreement on such terms as the Providers shall jointly agree in writing, acting at all times on a Best for Leeds basis.

Any new Provider will be required to agree in writing to the terms of this Agreement before admission.

19. LIABILITY

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

20. VARIATIONS

Save as set out in Clause 21, any amendment, waiver or variation of this Agreement will not be binding unless set out in writing, expressed to amend, waive or vary this Agreement and signed by or on behalf of each of the Providers.

21. ASSIGNMENT AND NOVATION

Unless the Providers agree otherwise in writing, none of the Providers will novate, assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of their rights and responsibilities under this Agreement.

22. CONFIDENTIALITY AND FOIA

- 22.1 Each Provider shall keep confidential all Confidential Information that it receives from the other Providers except to extent such Confidential Information is required by Law to be disclosed or is already in the public domain or comes into the public domain otherwise than through an unauthorised disclosure by a Provider to this Agreement.
- 22.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Provider or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights which a Provider may have in respect of such Confidential Information.
- 22.3 The Providers agree to procure, as far as is reasonably practicable, that the terms of this Clause 22 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.
- 22.4 Nothing in this Clause 22 will affect any of the Providers' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.
- 22.5 The Providers acknowledge that some of them are subject to the requirements of the FOIA and will facilitate each other's compliance with their information disclosure

requirements, including the submission of requests for information and handling any such requests in a prompt manner and so as to ensure that any Provider which is subject to FOIA is able to comply with their statutory obligations.

23. GENERAL

- 23.1 Any notice or other communication given to a Provider under or in connection with this Agreement shall be in writing, addressed to that Provider at its principal place of business or such other address as that Provider may have specified to the other Provider in writing in accordance with this Clause 23.1, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier or email.
- 23.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 23.1 above; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; if
1. delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 2. if sent by email, one (1) Operational Day after transmission.
- 23.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Providers, constitute any Provider the agent of another Provider, nor authorise any Provider to make or enter into any commitments for or on behalf of any other Provider except as expressly provided in this Agreement.
- 23.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. The expression "counterpart" shall include any executed copy of this Agreement scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each Provider has executed at least one counterpart.
- 23.5 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and where applicable, the Providers irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

23.6 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

This Agreement has been entered into on the date stated at the beginning of it.

DRAFT

Signed by [insert]

.....

for and on behalf of **LEEDS TEACHING HOSPITALS NHS TRUST**

[]

Signed by [insert]

.....

for and on behalf of **LEEDS & YORK PARTNERSHIP NHS FOUNDATION TRUST**

[]

Signed by [insert]

.....

for and on behalf of **LEEDS COMMUNITY HEALTHCARE NHS TRUST**

[]

Signed by [insert]

.....

for and on behalf of **LEEDS CITY COUNCIL**

[]

Signed by [insert]

.....

for and on behalf of **[GENERAL PRACTICE]**

[]

Signed by [insert]

.....

for and on behalf of **[THIRD SECTOR]**

[]

DRAFT

SCHEDULE 1

Definitions and Interpretation

1. The following words and phrases have the following meanings:

Agreement	this Agreement incorporating the Schedules.
Best for Leeds	best for the achievement of the Vision, Objectives and Outcomes for the Leeds population on the basis of the Principles.
Commencement Date	the date entered on page one (1) of this Agreement.
Commercially Sensitive Information	Confidential Information which is of a commercially sensitive nature relating to a Provider, its intellectual property rights or its business or which a Provider has indicated would cause that Provider significant commercial disadvantage or material financial loss.
Commissioner	the ICB and/or LCC (where acting as a commissioner) as at the Commencement Date.
Competition Sensitive Information	Confidential information which is owned, produced and marked as Competition Sensitive Information by one of the Providers and which that Provider properly considers is of such a nature that it cannot be exchanged with the other Providers 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 Provider, the publication of which an organisation in the same business would reasonably be able to expect to protect by virtue of business confidentiality provisions.
Confidential Information	the provisions of this Agreement and all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement, including Commercially Sensitive Information and Competition Sensitive Information.

Dispute	any dispute arising between two or more of the Providers 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>) for the resolution of disputes which are not capable of resolution under Clause 10.
Extended Term	the extended term of this Agreement (if applicable) as set out in Clause 5.3.
FOIA	the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such Act.
Good Practice	Good Clinical Practice and/or Good Health and/or Social Care Practice (each as defined in the Services Contracts), as appropriate.
Guidance on Reporting a Data Security Incident	the Guide to the Notification of Data Security and Protection Incidents, published at: https://www.dsptoolkit.nhs.uk/Help/incident-reporting
Host Provider	the NHS Provider that it is intended shall enter into a single contract on behalf of the LPP with the ICB from 1 April 2027.
ICB	NHS West Yorkshire Integrated Care Board.
Information Governance Breach	an information governance serious incident requiring investigation, as defined in Guidance on Reporting a Data Security Incident.
Initial Review	the review of progress made by the LPP against the LPP Development Plan and the terms of this Agreement conducted by the Providers no later than three months prior to the end of the Initial Term.
Initial Term	the initial term of this Agreement as set out in Clause 5.1.
Insolvency	(as may be applicable to each Provider) a Provider taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

Law	a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; b) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; c) Guidance (as defined in the NHS Standard Contract); d) National Standards (as defined in the NHS Standard Contract); and e) any applicable code.
Leeds ICB Committee	the Leeds Place Committee of the ICB.
LPP Development Plan	the initial LPP Development Plan set out in Schedule 4 (<i>LPP Development Plan</i>).
NHS Providers	LTHT; LYPFT; LCH.
NHS Standard Contract	the NHS Standard Contract for NHS healthcare services as published by NHS England from time to time.
Objectives	the objectives for the LPP set out in Clause 7.
Operational Days	a day other than a Saturday, Sunday or bank holiday in England.
Outcomes	the outcomes for the LPP set out in Clause 7.
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.
Population	the population of Leeds, who reside in Leeds or are registered with a Leeds GP.
Principles	the principles for the LPP set out in Clause 8.
Priority Areas	the priority areas identified by the Providers as set out in Schedule 2 (<i>Priority Areas</i>).
Provider(s)	A signatory to this Agreement, each a 'Provider' together the 'Providers'.

Review	the Initial Review and any subsequent review undertaken by the Providers as agreed in accordance with Clause 5.2.
Service Users	people within the Leeds population, who reside in Leeds or are registered with a Leeds GP.
Services	the services provided, or to be provided, by each Provider to Service Users pursuant to its respective Services Contract.
Services Contract	a contract entered into by one of the Commissioners and a Provider for the provision of Services, and references to a Services Contract include all or any one of those contracts as the context requires.
Shadow Period	the period from 1 April 2026 to 31 March 2027.
Vision	the vision of the LPP, as set out in Clause 6.

SCHEDULE 2

Priority Areas

The Providers have identified the Priority Areas during the Shadow Period (as may be agreed and amended from time to time) as:

[Insert list of Priority Areas / In-Scope Services to be further reviewed / developed during the Shadow Period – these would be the areas / services / populations that the Providers consider could be incorporated into the Host Provider contract from 1 April 2027 or later.]

This schedule will be developed during the shadow period and the Collaboration Agreement updated and approved accordingly.

SCHEDULE 3

Governance

This Schedule 3 sets out the governance arrangements for the LPP under this Agreement.

The diagram below summarises the governance structure which the Providers have agreed to provide oversight of the development and implementation of the LPP approach and the arrangements under this Agreement.

Phase 1: an alliance agreement (see diagram 1) which would be the initial model for the LPP, supported by the joint committee for collaborative decision-making.

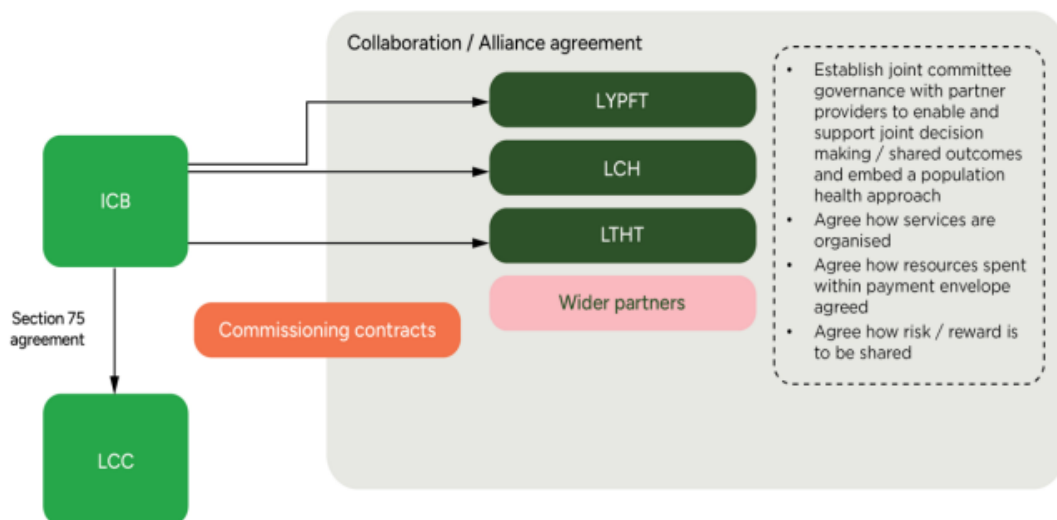


Diagram 1 – Phase 1 - Alliance with joint committee

Phase 2: a host provider with alliance model, supported by the joint committee for collaborative decision-making, which would be the ultimate future state for the LPP from a legal perspective (see diagram 2).

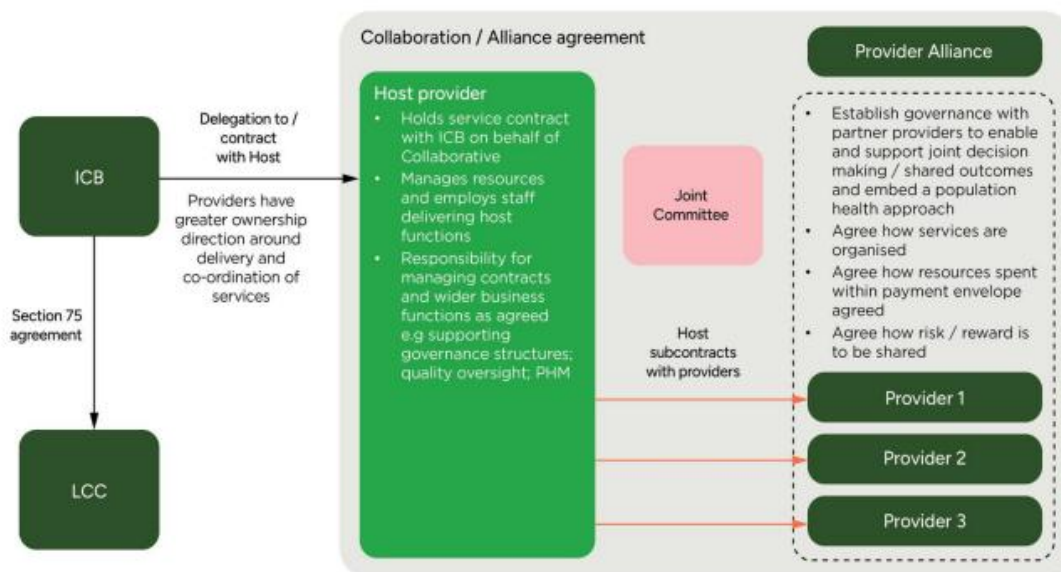


Diagram 2 – Phase 2 – Host provider with alliance / joint committee

This schedule will be developed during the shadow period and the Collaboration Agreement updated and approved accordingly.

The initial terms of reference for the LPP Joint Committee are set out in the Terms of Reference document.

SCHEDULE 4

LPP Development Plan

This schedule will be developed during the shadow period and the Collaboration Agreement updated and approved accordingly.

DRAFT

SCHEDULE 5

Dispute Resolution Procedure

24. Avoiding and Solving Disputes

- 24.1 The Providers commit to working cooperatively to identify and resolve issues to the Provider's mutual satisfaction to avoid all forms of dispute or conflict in performing their obligations under this Agreement. Accordingly, the Providers will look to collaborate and resolve differences under Clause 10 of this Agreement prior to commencing this procedure.
- 24.2 The Providers believe that by focusing on their agreed Vision, Objectives and Principles they are reinforcing their commitment to avoiding Disputes and conflicts arising out of or in connection with this Agreement.
- 24.3 The Providers shall promptly notify each other of any Dispute or claim or any potential Dispute or claim in connection with this Agreement or their respective rights under it.
- 24.4 In the first instance, the relevant Providers' representatives shall meet with the aim of resolving the Dispute to the mutual satisfaction of the Providers. If the Dispute cannot be resolved by the relevant Providers' representatives within 10 Operational Days of the Dispute being referred to it, the Dispute shall be referred to senior officers of the relevant Providers, such senior officers not to have had direct day-to-day involvement in the matter and having the authority to settle the Dispute. The senior officers shall deal proactively with any Dispute on a Best for Leeds basis in accordance with this Agreement so as to seek to reach a unanimous decision.
- 24.5 The Providers agree that the senior officers may, on a Best for Leeds basis, determine whatever action they believe is necessary including the following:
1. If the senior officers cannot resolve a Dispute, they may agree by consensus to select an independent facilitator to assist with resolving the Dispute; and
 2. The independent facilitator shall:
 - be provided with any information they request about the Dispute;
 - assist the senior officers to work towards a consensus decision in respect of the Dispute;
 - regulate their own procedure;

- 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 or such longer period as may be agreed between the Providers in Dispute; and
 - have any costs and disbursements met by the Providers in dispute equally; and
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 Providers may decide to:
- terminate this Agreement; or
 - agree that the Dispute need not be resolved.