

LEEDS HEALTH AND CARE PARTNERSHIP

MEMORANDUM OF UNDERSTANDING v2.0

Date	Version Number	Author
21.05.21	0.1	Hill Dickinson
08.10.21	0.2	Hill Dickinson
02.11.21	0.3	Amends and Comments from Governance Network
05.05.22	0.4	Amends for 1 July Establishment Date
16.05.22	0.5	Hill Dickinson
02.04.25	1.1	Updated in line with review (Sam Ramsey, Senior Partnership Development Lead)
21.05.25	2.0	Approved by Leeds Committee of the WY ICB

BACKGROUND

- (A) Leeds has a long history of successful partnership working with people at the heart and with a breadth of assets to enable genuine whole system change. There are many examples of how, by working together as a partnership, we have achieved successes and improvements to lives of people who live and work in Leeds. Building on this success, we want to proactively continue to create the conditions that enable and support our health and care staff who come from all professions to continue to work together, and with people and communities, to deliver measurable progress towards our ambition to improve outcomes and reduce inequalities for our population. Whereas Leeds has predominantly led with a values and behaviours culture, working together on a shared ambition of the Health and Wellbeing Strategy and developing strong relationships, and mutual accountability, partners have agreed that Leeds would benefit from having an agreement which captures and formalises health and care partnership arrangements in Leeds.
- (B) This Memorandum of Understanding (“**MoU**”) sets out the vision, objectives and shared principles of the signatories to this MoU (“**Partners**”) in establishing a place-based partnership for Leeds (the “**Partnership**”) and further developing place-based health and care provision for the people of Leeds using a population health management approach, building on the progress achieved by the Partners to date. The MoU also sets out how the Partners will work together as participants in the Partnership, including the governance arrangements.
- (C) The Partners will focus on the Priority Areas within the ‘Healthy Leeds – Our Plan to Improve Health and Wellbeing in Leeds’, Healthy Leeds Plan (“**HLP**”) set out in this MoU to work

towards specific outcomes over the term. Further Priority Areas, or changes to existing Priority Areas, may be agreed by the Partners during the term of this MoU as required to further the collaborative work of the Partners for the benefit of the population of Leeds.

- (D) Partners recognise that from the passing of the Health and Care Act 2022, there is a continued need, through the Partnership governance arrangements set out in this MoU, to further develop the Partnership to become a thriving place-based partnership and discharge delegated functions from the NHS West Yorkshire Integrated Care Board (“**ICB**”) and allocate resources for the benefit of the Leeds population.
- (E) The Partners acknowledge that the success of the Partnership will rely on the Partners working collaboratively rather than separately to plan financially sustainable methods of delivering integrated, population-focused services in furtherance of the Priority Areas.
- (F) This MoU is intended to supplement and work alongside the Partners’ respective governance arrangements and, in the case of provider Partners, their existing and future services contracts with the ICB, NHS England and the Council, whilst respecting their individual sovereignty. It is also intended to work alongside the section 75 agreement in relation to the Better Care Fund between the ICB and the Council.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this MoU, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.2 In this MoU, unless the context requires otherwise, the following rules of construction shall apply:
 - 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - 1.2.3 a reference to a Partner includes its personal representatives, successors or permitted assigns;
 - 1.2.4 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;
 - 1.2.5 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

1.2.6 a reference to writing or written includes emails.

2. STATUS AND PURPOSE

- 2.1 The Partners have agreed to work together on behalf of the people of Leeds to establish the Partnership through which to identify and respond to the health and care needs of the Leeds population, and deliver integrated health, support and community care to develop and ultimately deliver improved health and care outcomes for the people of Leeds.
- 2.2 This MoU sets out the key terms that the Partners have agreed, including:
- 2.2.1 the vision of the Partners, and key objectives for the development and delivery of integrated services in Leeds and the Priority Areas;
 - 2.2.2 the key principles that the Partners will comply with in working together through the Partnership;
 - 2.2.3 the updated governance structures underpinning the Partnership
- 2.3 Notwithstanding the good faith consideration that each Partner has afforded the terms set out in this MoU, the Partners agree that, save as provided in Clause **Error! Reference source not found.** below, this MoU shall not be legally binding. The Partners each enter into this MoU intending to honour all of their respective obligations.
- 2.4 Each of the Partners agrees to work together in a collaborative and integrated way on a Best for Leeds basis. This MoU is not intended to conflict with or take precedence over the terms of the Services Contracts or the Section 75 Agreement unless expressly agreed by the Partners.

3. APPROVALS

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

4. DURATION AND REVIEW

- 4.1 This MoU will take effect on the Commencement Date and will expire on 31 March 2023 (the “**Initial Term**”), unless and until terminated in accordance with the terms of this MoU.
- 4.2 At the expiry of the Initial Term this MoU will expire automatically without notice unless, no later than 3 months before the end of the Initial Term, the Partners agree in writing that the term of the MoU shall be extended for a further term to be agreed between the Partners.
- 4.3 The Partners may agree to vary the MoU to reflect developments as appropriate in accordance with Clause 18 (*Variations*).

SECTION A: VISION, OBJECTIVES AND PRINCIPLES

5. THE VISION

- 5.1 The Partners have agreed to work towards a common vision for the Partnership as follows:

Leeds, a healthy and caring city for all ages, where people who are the poorest will improve their health the fastest.

6. THE OBJECTIVES

- 6.1 The Partners have agreed to work together and to perform their duties under this MoU in order to achieve the following Objectives:

6.1.1 Living our Partnership Principles: we start with people; we deliver; we are Team Leeds;

6.1.2 Working with people and staff and hearing all of their voices;

6.1.3 Rethinking how we deliver better person-centred outcomes, drive a seamless experience of care and reduce inequalities;

6.1.4 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;

6.1.5 Creating a culture that encourages system leadership – ‘Leeds £’, ‘city first, organisational second’, ‘working as if we are one organisation’;

6.1.6 Collectively owning and unblocking performance, intelligence, efficiency, quality and financial issues facing health and care;

6.1.7 Unblocking intra-organisational system issues, maximising opportunities, eliminating duplication;

6.1.8 A shared transformation plan which creates meaningful change, ensuring the short-term is managed in the context of the long-term;

6.1.9 ‘One city voice’ – shared understanding and ownership of unified positions and messages; and

6.1.10 Maximise the leverage from our collective influence regionally and nationally.

- 6.2 Through the Objectives, the Partners will aim to achieve the following Outcomes identified in the Leeds Health & Wellbeing Strategy:

6.2.1 People will live longer and have healthier lives;

6.2.2 People will live full, active and independent lives;

6.2.3 People's quality of life will be improved by access to quality services;

6.2.4 People will be actively involved in their health and their care; and

6.2.5 People will live in healthy, safe and sustainable communities.

6.3 The Partners acknowledge that they will have to make decisions together in order for the Partnership arrangements to work effectively. The Partners agree that they will work together and make decisions on a Best for Leeds basis in order to achieve the Objectives, subject to Clause 9.

7. THE PRINCIPLES

7.1 The Principles set out below underpin the delivery of the Partners' obligations under this MoU and set out key factors for a successful relationship between the Partners for the delivery of the Partnership.

7.2 The Partners agree that the successful delivery of the Partnership 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 Partners.

7.3 The Partners will work together in good faith and, unless the provisions in this MoU state otherwise, the Partners will ensure:

7.3.1 We 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:

- 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;
- 'Think Family' – understand and coordinate support around the unique circumstances adults and children live in and the strengths and resources within the family;
- Think 'Home First' – supporting people to remain or return to their home as soon as it is safe to do so;

7.3.2 We deliver – prioritising 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 £:

- Make decisions based on the outcomes that matter most to people;

- Jointly invest and commission proportionately more of our resources in first class primary, community and preventative services whilst ensuring that hospital services are funded to also deliver first class care;
 - Direct our collective resource towards people, communities and groups who need it the most and those focused on keeping people well;
- 7.3.3 We are Team Leeds – working as if we are one organisation, being kind, taking collective responsibility for and following through on what we have agreed. Difficult issues are put on the table, with a high support, high challenge attitude:
- Unify diverse services through a common culture;
 - Be system leaders and work across boundaries to simplify what we do;
 - Individuals and teams will share good practice and do things once;
- 7.3.4 Act across the Leeds health and care system in line with Nolan’s Seven Principles of Public Life: Selflessness, Integrity, Objectivity, Accountability, Openness, Honesty, Leadership;
- 7.3.5 Act in the best interests of the population of Leeds;
- 7.3.6 Resolve differences between members and present a united front in the best interests of the people of Leeds;
- 7.3.7 Openness and transparency in discussions;
- 7.3.8 Actively work to remove barriers that prevent Team Leeds working;
- 7.3.9 Hold each other to account;
- 7.3.10 Be clear in language used to reduce any confusion between Partners;
- 7.3.11 Seek clarity from other Partners if unsure of terminology/language used;
- 7.3.12 Offer constructive challenge to improve service delivery and ensure financial balance;
- 7.3.13 Openness and transparency in decision making, being explicit of when not agreeing/supporting a decision;
- 7.3.14 Stick to decisions that are made;
- 7.3.15 Follow through on actions agreed,
- and together with the principles set out in Clause 7.2 these are the “Principles”.

8. PROBLEM RESOLUTION AND ESCALATION

- 8.1 The Partners agree to adopt a systematic approach to problem resolution which recognises the Objectives and the Principles set out in Clauses 6 and 7 above and which:
- 8.1.1 seeks solutions without apportioning blame;
 - 8.1.2 is based on mutually beneficial outcomes;
 - 8.1.3 treats each Partner as an equal party in the dispute resolution process; and
 - 8.1.4 contains a mutual acceptance that adversarial attitudes waste time and money.
- 8.2 If a problem, issue, concern or complaint comes to the attention of a Partner in relation to the Priority Areas, Objectives, Principles or any matter in this MoU such Partner shall notify the other Partners. The Partners 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*).
- 8.3 If any Partner receives any formal enquiry, complaint, claim or threat of action from a third party relating to this MoU (including, but not limited to, claims made by a supplier or requests for information made under the FOIA relating to this MoU) the receiving Partner will liaise with the Leeds Health and Care Partnership Executive Group as to the contents of any response before a response is issued.

SECTION B: OPERATION OF AND ROLES IN THE PARTNERSHIP

9. RESERVED MATTERS

- 9.1 The Partners agree and acknowledge that nothing in this MoU shall operate as to require them to make any decision or act in anyway which shall place any Partner in breach of:
- 9.1.1 Law;
 - 9.1.2 any Services Contract or the Section 75 Agreement;
 - 9.1.3 any specific Department of Health and Social Care or NHS England policies;
 - 9.1.4 if applicable its Constitution (including for the ICB and the Council), any terms of its provider licence from NHS Improvement or its registration with the CQC;
 - 9.1.5 the terms of reference for the Leeds Committee of the WY ICB;
 - 9.1.6 any legislative requirements including the NHS Act 2006 (as amended); or

9.1.7 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 Partners,

and the Leeds Health and Care Partnership Leadership Team will not make a final recommendation which requires any Partner to act as such.

10. TRANSPARENCY

- 10.1 Subject to compliance with the Law and contractual obligations of confidentiality, the Partners will provide to each other all information that is reasonably required in order to deliver the Priority Areas and implement the Partnership Development Plan in line with the Objectives.
- 10.2 The Partners have responsibilities to comply with the Law (including where applicable Competition Law). The Partners will make sure that they share information, and particular Competition Sensitive Information, in such a way that is compliant with Competition Law. The ICB will ensure that the Leeds Committee of the West Yorkshire ICB and corresponding sub Leeds place Committees establish appropriate information barriers between and within the Providers so as to ensure that 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 Partners do not breach Competition Law.
- 10.3 It is accepted by the Partners that the involvement of the Providers in the governance arrangements for the Partnership is likely to 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).
- 10.4 Any Provider will have the opportunity to demonstrate to the reasonable satisfaction of the ICB and/or the Council (where acting as a commissioner) in relation to any competitive procurements that the information it has acquired as a result of its participation in the Partnership, other than as a result of a breach of this MoU, does not preclude the ICB and/or the Council (where acting as a commissioner) from running a fair competitive procurement in accordance with their legal obligations.
- 10.5 Notwithstanding Clause 10.4 above, the ICB and the Council may take such measures as they consider necessary in relation to competitive procurements in order to comply with their obligations under Law which may include excluding any potential bidder from the competitive procurement in accordance with the Law governing that competitive procurement.

SECTION C: GOVERNANCE ARRANGEMENTS

11. LEEDS HEALTH AND CARE (PLACE-BASED) PARTNERSHIP GOVERNANCE

11.1 The governance structure for the Place Partnership is set out in the diagram in Schedule 3 (*Governance*) and includes the following:

11.1.1 the Leeds Health and Wellbeing Board;

11.1.2 the Leeds Committee of the WY ICB;

11.1.3 the Leeds Health and Care Partnership Leadership Team; and

11.1.4 two Leeds Sub-Committees.

Leeds Health and Wellbeing Board

11.2 The Leeds Health and Wellbeing Board is a committee of the Council, charged with promoting greater health and social care integration in Leeds. The Health and Wellbeing Board will receive reports from the Leeds Health and Care Partnership Executive Group as to the development of the Partnership arrangements under this MoU and progress against the Health & Wellbeing Strategy and the Partnership Development Plan.

*Leeds Committee of the WY ICB (the “Leeds ICB **Committee**”)*

11.3 The Leeds ICB Committee is established as a formal committee of the West Yorkshire ICB Board, in accordance with the ICB’s constitution. The Leeds ICB Committee has delegated authority from the ICB Board to make decisions about the use of ICB resources in Leeds in line with its remit, and otherwise support the ICB as set out in its terms of reference at Schedule 3 Part 1 (current as at the Commencement Date). The decisions reached by the Leeds ICB Committee are decisions of the ICB, in line with the ICB’s Scheme of Reservation and Delegation. Members of the Leeds ICB Committee must comply with ICB policies and procedures.

11.4 The Leeds ICB Committee reports to the ICB Board and will:

11.4.1 together with Partner organisations, oversee the Partnership arrangements under this MoU;

11.4.2 act in accordance with its terms of reference at Schedule 3 Part 1;

11.4.3 provide updates to the Health and Wellbeing Board on progress against the Joint Health and Wellbeing Strategy (JHWS) for Leeds;

11.4.4 report to Partner organisations on progress against the Objectives;

11.4.5 liaise where appropriate with:

- (a) national stakeholders (including NHS England and NHS Improvement); and
- (b) the West Yorkshire Integrated Care Partnership,

to communicate the views of the Partnership on matters relating to integrated care in Leeds.

- 11.5 The Partners acknowledge that their employees may be appointed as members of the Leeds ICB Committee. The Partners agree to support their employees in doing so in line with the aims and objectives of the Leeds ICB Committee. The Partners acknowledge that any individual who is nominated as a member of the Leeds ICB Committee or sub-committee of the Leeds ICB Committee understands and agrees to bring knowledge and perspective from their sector but not be a delegate or carry agreed mandates from that sector or from their Partner organisation.
- 11.6 Each Partner must ensure that its appointed members or attendees of the Leeds ICB Committee (or their appointed deputies/alternatives) attend all of the meetings of the relevant group and participate fully and exercise their rights on a Best for Leeds basis and in accordance with Clause 5 (*Objectives*) and Clause 7 (*Principles*).

Leeds Health and Care Partnership Leadership Team (PLT)

- 11.7 PLT is a consultative and collaborative team to inform and support the work of the Leeds ICB Committee and the Health and Wellbeing Board. PLT is not a committee of any Partner or any combination of Partners and will operate as a collaborative forum.
- 11.8 PLT will support system development by establishing a shared culture where Partner staff adopt common sets of values and behaviours. It will help to oversee and support the development of shared partnership infrastructure that may be required to support the work of the Partnership. PLT will act in accordance with its terms of reference.

Leeds Sub Committees

- 11.9 The Leeds Sub Committees are Quality and People's Experience and Finance and Best Value.. The Sub Committees are established by, and will each report and provide assurance to, the Leeds ICB Committee [as formal sub-committees of the Leeds ICB Committee]. Their terms of reference can be requested.
- 11.10 The Partners will review and develop the governance arrangements for the Partnership during 2022/23 to strengthen joint decision-making between the Partners, such review to include consideration of developing a joint committee structure between the Partners in line with the relevant provisions of the Health and Care Act 2022.

Place Lead role

- 11.11 Following a nomination from the Partnership, the ICB has appointed a 'Place Lead' who has responsibility for strategic leadership of the Partnership. The Place Lead is the 'convenor' of the Partnership, bringing Partners together and leading collaborative work and integration

across the Partnership. The Place Lead is a member of the WY Integrated Care Board, the Leeds ICB Committee, the Leeds Health and Wellbeing Board and the PLT.

12. CONFLICTS OF INTEREST

- 12.1 Subject to compliance with Law (including without limitation Competition Law) and contractual obligations of confidentiality, the Partners agree to share all information relevant to the achievement of the Objectives in an honest, open and timely manner.
- 12.2 The Partners will:
- 12.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this MoU or the operation of the Partnership governance immediately upon becoming aware of the conflict of interest whether that conflict concerns the Partner or any person employed or retained by them for or in connection with the performance of this MoU;
 - 12.2.2 not allow themselves to be placed in a position of conflict of interest in regard to any of their rights or obligations under this MoU (without the prior consent of the other Partners) before they participate in any decision in respect of that matter; and
 - 12.2.3 use best endeavours to ensure that their representatives on the Leeds ICB Committee also comply with the requirements of this Clause 122 when acting in connection with this MoU.
- 12.3 If there is:
- 12.3.1 any uncertainty or a lack of consensus between the Partners regarding the existence of a conflict of interest under Clause 12.2.1 or 12.2.2; or
 - 12.3.2 any query or Dispute as to whether any Partner is put in a position (or will be) of conflict under Clause 12.2.2,
- any Partner may refer the matter for resolution under Clause **Error! Reference source not found.** (Problem Resolution and Escalation).
- 12.4 The Partners will each comply with the ICB conflicts of interest policy when participating in the Leeds ICB Committee or any other Governance Group undertaking ICB Business, otherwise the conflicts of interest policy and procedures of its Partner organisation will apply.
- 12.5 The ICB has made arrangements to manage any actual and potential conflicts of interest to ensure that decisions made by committees or sub-committees of the ICB 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 the ICB's decision-making processes. These arrangements apply to the Leeds ICB Committee and any sub-committees of the Leeds ICB Committee.

- 12.6 The ICB has agreed policies and procedures for the identification and management of conflicts of interest which are published on the ICB website.
- 12.7 The Partners shall ensure that all Leeds ICB Committee and sub-committee members nominated by them comply with the ICB policy on conflicts of interest in line with their terms of office. This will include but not be limited to declaring all interests on a register that will be maintained by the ICB.
- 12.8 The Partners shall ensure that all Leeds ICB Committee and sub-committee members comply with the ICB Standards of Business Conduct policy.

SECTION D: FINANCIAL PLANNING

13. FINANCIAL PRINCIPLES

- 13.1 The Partners will continue to be paid in accordance with the mechanism set out in their respective Services Contracts.
- 13.2 The Partners commit to developing and agreeing system financial principles during the initial term for the allocation of resources within Leeds.
- 13.3 Any future introduction of a risk / reward sharing mechanism would require additional provisions to be agreed between the Partners and incorporated into this MoU in accordance with Clause 18 (Variations).

SECTION E: FUTURE DEVELOPMENT OF THE PARTNERSHIP

14. PARTNERSHIP DEVELOPMENT

- 14.1 Throughout 2025/26 material changes are expected to the MoU and will give due consideration to the recommendations of the review of place partnership arrangements. The West Yorkshire Integrated Care Board is reviewing its leadership and organisational arrangements to strengthen and support the collective approach to the planning and delivery of health services in place.
- 14.2 Work will be undertaken through 2025/26 across the Leeds Health and Care Partnership relating to the development of a formal 'provider partnership, in line with our local strategy and as a response to the national direction of travel set by the government, which sees ICBs becoming strategic commissioners and delegating more functions and responsibilities to provider organisations working at place-level.

SECTION F: GENERAL PROVISIONS

15. EXCLUSION AND TERMINATION

- 15.1 A Partner may be excluded from this MoU on notice from the other Partners (acting in consensus) in the event of:

15.1.1 the termination of their Services Contract; or

15.1.2 an event of Insolvency affecting them.

15.2 A Partner may withdraw from this MoU by giving not less than 6 months' written notice to each of the other Partners' representatives.

15.3 A Partner may be excluded from this MoU on written notice from all of the remaining Partners in the event of a material or a persistent breach of the terms of this MoU by the relevant Partner which has not been rectified within 30 days of notification issued by the remaining Partners (acting in consensus) or which is not reasonably capable of remedy. In such circumstances this MoU shall be partially terminated in respect of the excluded Partner.

15.4 The PPB may resolve to terminate this MoU in whole where:

15.4.1 a Dispute cannot be resolved pursuant to the Dispute Resolution Procedure; or

15.4.2 where the Partners agree for this MoU to be replaced by a formal legally binding agreement between them.

15.5 Where a Partner is excluded from this MoU, or withdraws from it, the excluded or withdrawing (as relevant) Partner shall procure that all data and other material belonging to any other Partner shall be delivered back to the relevant Partner or deleted or destroyed (as instructed by the relevant Partner) as soon as reasonably practicable.

16. INTRODUCING NEW PROVIDERS

16.1 Additional parties may become parties to this MoU on such terms as the Partners shall jointly agree in writing, acting at all times on a Best for Leeds basis. Any new Partner will be required to agree in writing to the terms of this MoU before admission.

17. LIABILITY

17.1 The Partners' 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 MoU.

18. VARIATIONS

18.1 Save as set out in Clause 19, any amendment, waiver or variation of this SPA will not be binding unless set out in writing, expressed to amend, waive or vary this SPA and signed by or on behalf of each of the Partners.

19. ASSIGNMENT AND NOVATION

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

20. CONFIDENTIALITY AND FOIA

- 20.1 Each Partner shall keep confidential all Confidential Information that it receives from the other Partners 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 Partner to this MoU.
- 20.2 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Partner or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights which a Partner may have in respect of such Confidential Information.
- 20.3 The Partners agree to procure, as far as is reasonably practicable, that the terms of this Clause 20 (*Confidentiality and FOIA*) 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 MoU.
- 20.4 Nothing in this Clause 20 (*Confidentiality and FOIA*) will affect any of the Partners' regulatory or statutory obligations, including but not limited to competition law of any applicable jurisdiction.
- 20.5 The Partners 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 Partner which is subject to FOIA is able to comply with their statutory obligations.

21. GENERAL

- 21.1 Any notice or other communication given to a Partner under or in connection with this MoU shall be in writing, addressed to that Partner at its principal place of business or such other address as that Partner may have specified to the other Partner in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier or email.
- 21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 21.1 above; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Operational Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by email, one (1) Operational Day after transmission.
- 21.3 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership between any of the Partners, constitute any Partner the agent of another Partner, nor authorise any

Partner to make or enter into any commitments for or on behalf of any other Partner except as expressly provided in this MoU.

- 21.4 This MoU may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this MoU, but all the counterparts shall together constitute the same agreement. The expression “counterpart” shall include any executed copy of this MoU scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each Partner has executed at least one counterpart.
- 21.5 This MoU, 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 Partners irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 21.6 A person who is not a Partner to this MoU shall not have any rights under or in connection with it.

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

As the revisions to version 2.0 of the MoU were minor, members of the Leeds Committee of the WY ICB approved the minor amendments on behalf of their partner organisations at the meeting held on 21 May 2025.

Signed by [insert]

for and on behalf of **NHS WEST YORKSHIRE INTEGRATED
CARE BOARD**

[]

Signed by [insert]

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

.....

[]

Signed by [insert]

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

.....

[]

Signed by [insert]

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

.....

[]

Signed by [insert]

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

.....

[]

Signed by [insert]

for and on behalf of **GENERAL PRACTICE**

.....

[]

Signed by [insert]

for and on behalf of **THIRD SECTOR**

.....

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**FORUM CENTRAL LEAD -
VOLITION**

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**FORUM CENTRAL PARTNER -
LEEDS OLDER PEOPLES
FORUM**

SCHEDULE 1

Definitions and Interpretation

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

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 MoU.
Commercially Sensitive Information	Confidential Information which is of a commercially sensitive nature relating to a Partner, its intellectual property rights or its business or which a Partner has indicated would cause that Partner significant commercial disadvantage or material financial loss.
Commissioner	a Partner who is also a commissioner of Services, being the ICB and the Council as at the Commencement Date.
Competition Law	the Competition Act 1998 and the Enterprise Act 2002, as amended by the Enterprise and Regulatory Reform Act 2013.
Competition Sensitive Information	Confidential information which is owned, produced and marked as Competition Sensitive Information by one of the Partners and which that Partner properly considers is of such a nature that it cannot be exchanged with the other Partners 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 Partner, 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 MoU 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 MoU, including Commercially Sensitive Information and Competition Sensitive Information.
Dispute	any dispute arising between two or more of the Partners in connection with this MoU or their respective rights and obligations under it.
Dispute Resolution Procedure	the procedure set out in Schedule 5 for the resolution of disputes which are not capable of resolution under Clause 8 (<i>Problem Resolution and Escalation</i>).
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.
Governance Group	any group referred to in this MoU or set up pursuant to the various terms of reference referred to in this MoU to further the work of the Partnership.
ICB	NHS West Yorkshire Integrated Care Board.
Initial Term	the initial term of this MoU as set out in Clause 4.1.
Insolvency	(as may be applicable to each Partner) a Partner 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	<ul style="list-style-type: none"> 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 Health and Care Partnership Executive Group	has the meaning set out in Clause 11.7.
Leeds Committee of the WY ICB	the Leeds Place-based Partnership Committee of the ICB, the terms of reference for which are set out in Part 1 of Schedule 4 (Governance).
Leeds ICB Committee	the Leeds Committee of the West Yorkshire Integrated Care Board.
MoU	this memorandum of understanding incorporating the Schedules.
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 Partnership set out in Clause 6.1.
Operational Days	a day other than a Saturday, Sunday or bank holiday in England.
Outcomes	the outcomes for the Partnership set out in Clause 6.2.
Partnership Development Plan	the initial Partnership Development Plan set out in Schedule 3 (<i>Partnership Development Plan</i>).
PLT	the Leeds Health and Care Partnership Leadership Team has the meaning set out in Clause 11.7.
Population	the population of Leeds, who reside in Leeds or are registered with a Leeds GP.
Principles	the principles for the Partnership set out in Clause 7.
Priority Areas	the priority areas identified by the Partners as set out in Schedule 2 (<i>Priority Areas</i>).
Provider	a Partner who is also a provider of Services under a Services Contract.
Section 75 Agreement	the agreement entered into by the Commissioners under section 75 of the National Health Service Act 2006 to commission the services listed in the Schedules to that agreement.
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 ICB or the Council 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.
Vision	the vision of the Partnership, as set out in Clause 5.

SCHEDULE 2

Priority Areas

The Partners have identified the Priority Areas during the Initial Term (as may be agreed and amended from time to time) as:

‘Healthy Leeds – Our Plan to Improve Health and Wellbeing in Leeds (HLP)’

SCHEDULE 3

Governance

This Schedule 4 sets out the governance arrangements for the Partnership under this MoU.

The diagram below summarises the updated governance structure which the Partners have agreed to provide oversight of the development and implementation of the Partnership approach and the arrangements under this MoU.

The terms of reference for the Leeds Committee of the WY ICB can be found at the link [here](#).

Leeds Health & Care Partnership Governance Structure

Leeds health and care organisations working together with citizens, carers, academia and independent sector

Leeds Health and Wellbeing Board

Setting the strategic direction

Leeds Health and Wellbeing Strategy

Assurance to
Health and Wellbeing Board

Scrutiny

Leeds Health and Care Partnership Leadership Team (PLT)

Assurance to PLT

Healthy Leeds: Our Plan to Improve Health and Wellbeing in Leeds

Same Day
Response

Children

Maternity

Mostly Healthy

Serious
Mental Health

People with
LD & Neuro-
diversity

Population and
Care Delivery
Boards

Cancer

Long term
conditions

Frailty

End of Life

Local care
Partnerships

Expert advisory groups:
Healthcare Inequalities Oversight
Person Centred Care
Clinical & Professional forums
Carers Partnership
Peoples Voices Partnership

Enabler
Boards:
Informatics
Workforce
Estates

Clinical & Professional
Executive Group

Primary Care
Board

Finance, Value and
Performance Sub-Committee

Quality & People's Experiences
Sub-Committee

Assurance to
Leeds Committee

Leeds Committee of the WY ICB

WY ICB statutory
duties & funding

Assurance to
WY ICB

West Yorkshire Integrated Care Board (WY ICB)

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