

Sandwell Health and Care Partnership
Alliance Agreement (Memorandum of
Understanding) (Draft)

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THIS AGREEMENT is made on the _____ day of _____ 20XX

BETWEEN the parties listed in Schedule 1, each a 'Partner' and together the 'Partners'

Introduction

The Sandwell Health and Care Partnership are developing new integrated ways of working to improve the health and wellbeing outcomes of their population, increase the quality of care provided and provide long term financial sustainability for the system.

This agreement is an integral part of the vision to promote integrated services that deliver personalised care and it is anticipated that this agreement will facilitate the objectives of Sandwell Health and Care Partnership as more fully described in this agreement.

The Sandwell Health and Care Partnership (SHCP) are developing a Place Based Partnership (PBP) through which to plan, manage and deliver integrated care, which will provide the contractual environment to further develop and strengthen the role and responsibility of the Sandwell Place as this matures over the coming years.

Over the period of this agreement, the Partners will work together positively and in good faith in accordance with the alliance principles to achieve the alliance objectives. The Partners also envisage that this agreement will endeavour to provide flexibility to their relationship as may be required, from time to time, to implement the changes required either nationally or any subsequent changes to the Health or Social Care functions.

This agreement is referred to in, supplements and works alongside the Services Contracts. It is designed to supplement and work alongside the Third-Party Service Contracts. In other words, this agreement is the overarching agreement that sets out how we will work together in a collaborative and integrated way and the Service Contracts, the Service Operations Manual and Third-Party Service Contracts respectively set out how we will provide the Services.

IT IS AGREED AS FOLLOWS:

Definitions

In this agreement unless the context otherwise requires the following provisions shall have the meanings given to them below:-

"Background IP" means: Intellectual Property Rights that are held by any Partner at the beginning of the Contract Period or created thereafter, except as a result of performance of the Project and which are used or contributed to the Project.

"Commencement Date" means [INSERT DATE];

"Confidential Information"

means:-

- (a) any information which has been designated as confidential by any partner in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would or would be likely to prejudice the commercial interests of any person's trade secrets Intellectual Property Rights and know-how of any partner and all personal data and sensitive personal data within the meaning of Data Protection Legislation as defined below; and
- (b) any information that is Commercially Sensitive Information;

and which does not include any information:-

- (i) which was public knowledge at the time of disclosure;
- (ii) which was in the possession of the receiving Partner without restriction as to its disclosure before receiving it from the disclosing Partner;
- (iii) which is received from a third-party (who lawfully acquired it) without restriction as to its disclosure; or

(iv) is independently developed without access to the Confidential Information;

"Force Majeure"

means any event or occurrence which is outside the reasonable control of the Partner concerned and which is not attributable to any act or failure to take preventative action by that Partner.

"Foreground IP"

Means Intellectual Property Rights created as a direct result of performance of the Project.

"Intellectual Property Rights"

Patents, rights to inventions, trademarks and service marks, design rights (whether registerable or not), applications for any of the foregoing, copyrights, database rights, know-how, trade or business names and other similar rights or obligations whether registerable or not in any country.

"Project"

Discussions around the development of a 'Place Based Partnership' (PBP) through which to plan, manage and deliver integrated care'

1. PURPOSE

- 1.1. The partners have agreed to form an alliance with the primary aim to improve the health and wellbeing outcomes for the population of Sandwell. In addition, the alliance will be established to improve the financial, governance and contractual framework for the delivery of the services within the Sandwell Health and Care Partnership scope.
- 1.2. The Partners recognise that the successful implementation of the alliance will require strong relationships and the creation of an environment of trust, collaboration, and innovation. The Partners have agreed to enter into this Memorandum of Understanding, which is not legally binding, in order to record their wish to provide a formal framework within which to work together to deliver the agreed governance arrangements and objectives of SHCP through a set of behaviours that are described in this agreement.
- 1.3. This Alliance Agreement supports the wider Black Country and West Birmingham Integrated Care System Governance.

2. TERM

- 2.1. This agreement shall be deemed to have come into force on the Commencement Date and, subject to Clause 3.2 and the provisions for earlier termination set out in this agreement, will expire on 31 March 2024 (“Initial Period”).
- 2.2. It is the intention of the partners that this agreement will be extended beyond the Initial Period. Accordingly, unless the Sandwell Health and Care Partnership agrees otherwise, the partners shall not less than three (3) months prior to the expiry of the Initial Period consider extension of this agreement.

3. EXCLUSIONS

- 3.1. Each Partner agrees that:
 - 3.1.1. Each one of the Partners is a separate legal entity.
 - 3.1.2. The alliance is not a separate legal entity and as such is unable to take decisions separately from or bind the Partners.
- 3.2. This agreement is referred to in, supplements and works alongside the services contracts. It is designed to supplement and work alongside the Third-Party service contracts. In other words, this agreement is intended to be the overarching framework that sets out how Partners will work together in a collaborative and integrated way and

the service contracts, and Third-Party service contracts respectively set out how the partners will provide the Services.

- 3.3. We recognise that each Partner has its own regulatory and statutory responsibilities and that there will be some decisions that will need to be reserved for consideration and determination by individual boards/cabinets/governing bodies. The limits of that authority will be recorded in Partners' respective schemes of delegation.
- 3.4. The Partners shall support each other to achieve compliance with each of our statutory responsibilities. Accordingly, nothing in this agreement will require any of the Partners to do anything which is in breach of legal obligations (including procurement and competition law) or which breaches any regulatory or provider licence requirements.
- 3.5. The Partners acknowledge that commissioning arrangements remain unchanged.

4. AIMS AND OBJECTIVES

- 4.1. The intention of the Partners is that the alliance will deliver sustainable, effective, and efficient services with significant improvements over the term of the agreement. The Partners have agreed to work collaboratively to:
 - 4.1.1. Improve the health and wellbeing outcomes for the Sandwell population.
 - 4.1.2. Improve care delivery and quality standards in the provision of care.
 - 4.1.3. Meet the statutory financial duties of all partner Partners.
- 4.2. The alliance objectives will enable delivery of commissioner Partners' key objectives so as to be able to meet demand from changing levels of need, changing funding levels, new legislation and/or policy imperatives.
- 4.3. The provider Partners acknowledge and accept that the Partners may seek to shift activity and service specifications under the respective services contracts in order to achieve the alliance objectives.
- 4.4. The Sandwell Health & Care Partnership will deploy a programme of integrated working that will contribute to the 3 main objectives outlined in paragraph 4.1 above. Implementation and coordination of the integrated working will contribute to the agreed outcomes of the joint partnership and Health and Wellbeing Board strategy.
- 4.5. Sandwell Health & Care Partnership will impact on the health and wellbeing of the population and will develop an Outcomes Framework with the following themes:

- 4.5.1. Healthy communities, enabled to make health and wellbeing choices that improve quality of life, regardless of social background.
- 4.5.2. Accessible, coordinated, holistic and responsive care overseen by a 'care navigation centre'.
- 4.5.3. A resilient and responsive primary care system that includes but is not solely reliant on general practice.
- 4.5.4. A responsive and extended intermediate care offer that includes urgent community response, and a sustainable social care offer. This will enable people to receive the right care and support, at the right time and in the right place.
- 4.5.5. Integrated town teams proactively supporting people with chronic illness and those in the community who are most vulnerable. There will be an emphasis on all age offer, supporting families and young people. We will ensure integrated working to support people to stay mentally well within their communities, and preventing escalation of needs (where possible)

4.6 Our vision is: *People living in Sandwell will receive excellent care and support within their local area, exactly when they need it. This will be delivered by a team of people working together in partnership with local citizens. We will support and engage with communities to enable people and families to lead their best possible lives regardless of health status, age, background, or ethnicity. Together we will tackle inequalities, supporting people born and living in Sandwell to have opportunities to lead happy, healthy lives.*

4.7 It is agreed that the partnership will undertake an operating model that delivers the priorities of the Sandwell Health and Wellbeing Board:

- We will help people stay healthier for longer.
- We will help people stay safe and support communities.
- We will work together to join up services.
- We will work closely with local people, partners, and providers of services.

5. BEHAVIOURS

- 5.1. It is agreed that Sandwell and West Birmingham NHS Trust (SWBT) shall co-ordinate and manage all matters related to this Memorandum of Understanding
- 5.2. Sandwell and West Birmingham NHS Trust (SWBT) will engage with partners in a coordinated and integrated way, establishing an environment that encourages collaboration and integration.
- 5.3. Accordingly, we have agreed a set of behaviours that the partners will work to in delivering our alliance objectives:
 - 5.3.1. Work towards a shared vision of integrated service provision.
 - 5.3.2. Commit to delivery of system outcomes.

- 5.3.3. Commit to common processes, protocols, and other system inputs for those in-scope services.
 - 5.3.4. Take responsibility to make unanimous decisions on a 'Best for Sandwell' as opposed to a 'best for organisation' basis, understanding population needs and predicting demand.
 - 5.3.5. Always demonstrate that service users' best interests are at the heart of our activities, ensuring the partnership promotes prevention and overall health and wellbeing.
 - 5.3.6. Adopt an uncompromising commitment to trust, honesty, collaboration, innovation and mutual support.
 - 5.3.7. Establish an integrated collaborative team environment to encourage open, honest and efficient sharing of information, whilst complying with data protection laws.
 - 5.3.8. Co-produce with others, especially service users, families, and carers, in designing and delivering the services.
 - 5.3.9. Communicate openly about major concerns, issues or opportunities relating to the programme and the achievement of the outcomes.
 - 5.3.10. Share appropriate information, experience and knowledge so as to learn from each other and develop effective working practices.
 - 5.3.11. Work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost.
 - 5.3.12. Adopt a positive outlook by behaving in a positive, proactive manner.
 - 5.3.13. Communicate with each other and all relevant staff in a clear, direct and timely manner to optimise the ability for each of partner, the Sandwell Health and Care Partnership Board and the supporting Governance Groups to make effective and timely decisions to achieve the alliance objectives.
 - 5.3.14. Agree together, appropriate use of funding that supports the needs of the population and delivers the agreed outcomes aligned to priorities
- 5.4. Delegated Authority
- 5.4.1. We shall strive to give as much advance notice of Sandwell Health and Care Partnership Board business as is reasonably possible so as to allow each partner



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to seek views and any necessary approvals or authority from their individual organisation.

5.4.2. We shall seek to ensure that partners have appropriate levels of delegated authority in order to consider and determine issues at meetings of the Sandwell Health and Care Partnership Board

5.4.3. Where there are limits on the delegated authority of Partners (as confirmed in the relevant Scheme of Delegation), each Partner shall advise the other Partners of those limits and what additional approvals or authorisations will be required to participate in and make decisions at meetings of the Sandwell Health and Care Partnership Board.

5.5. Workforce

5.5.1. All Partners understand that we each have certain responsibilities to each other in the way we deal with staff and employment law issues. For example, we need to manage the risk that some staff could transfer from one Partner to another under the Transfer Regulations contained in the relevant Service Contract.

5.5.2. We agree that we will each have responsibility for our own staff and that, where internal reorganisation or redeployment of staff is needed, each Partner shall be individually responsible for any costs of that reorganisation or redeployment.

5.5.3. In respect of staff that manage and run services in pursuant to this Agreement, each Partner commits to each of the others that we shall co-operate and negotiate, acting reasonably and in good faith, to agree how we will manage the financial, operational, legal and other consequences of such staff transfers.

6. PROCESSES

6.1. Any Partner that becomes aware of any actual or potential conflict of interest, which is likely to have an adverse effect on the partners ability to properly perform the obligations under this agreement, must notify the Sandwell Health and Care Partnership Board as soon as reasonably practicable and, in any event, within 48 hours of the date of knowledge. The Board shall determine how best to manage any actual or potential conflict of interest. A conflict-of-Interest register will also be completed by members and documented within the governance section

6.2. The Sandwell Health and Care Partnership Board may resolve to terminate this agreement if an Event of Force Majeure renders the continuation of the agreement impossible.

- 6.3. The Sandwell Health and Care Partnership Board may resolve to terminate this agreement if a dispute cannot be resolved.
- 6.4. Members of the partnership will agree a shared funding mechanism for reasonably incurred management and administration costs.
- 6.5. New partners shall be admitted on terms which are fair, reasonable and non-discriminatory. Where a Partner or Partners wish to admit a new organisation to be a partner under this agreement, such a proposal shall be considered at the Sandwell Health and Care Partnership Board
- 6.6. Partners may exit the agreement by resigning to the Sandwell Health and Care Partnership Board.
- 6.7. Partners may submit a jointly agreed written proposal to the Sandwell Health and Care Partnership Board to recommend the removal of another Partner. The proposal shall outline the reasons for removal. Any removal will be considered on terms which are fair, reasonable and non-discriminatory.
- 6.8. The provisions of this agreement may be varied at any time by a partner submitting a Notice of Variation to the Sandwell Health and Care Partnership Board. All Variations must be agreed by all partners.

7. Governance

- 7.1. Sandwell Health and Care Partnership Board (SHCP)
- 7.1.1. Partners agree to form the SHCP Board, which is to be established as a sub-committee of the host partner.
- 7.1.2. The SHCP Board will be responsible for decision making and strategic direction, including responsibility for the delivery of the Sandwell Case for Change- and operating model.
- 7.1.3. The SHCP Board will have responsibility for the oversight of service integration contractually in scope for the system integration and transformation.
- 7.1.4. The SHCP Board will have other duties and the authority and accountability as defined in its Terms of Reference (Appendix 1).
- 7.1.5. The SHCP Board will have a line of accountability to the Sandwell Health and Wellbeing Board (H&WBB) and commit to ensuring priorities of the partnership are aligned to priorities of the H&WBB

7.2. Senior Management Team (SMT)

- 7.2.1. Partners agree to establish the SHCP SMT to provide assurance to the SHCP Board that the objectives of the programme are being delivered. The SMT will be responsible for the delivery of system integration and transformation for in-scope services as per the clinical operating model.
- 7.2.2. The SMT will have other duties and the authority and accountability as defined in its Terms of Reference as approved by the SHCP Board.
- 7.2.3. The partners will also form the Sandwell 'Operational management Committee'. This will oversee and drive forward transformation and operational improvement on behalf of the partners, reporting monthly to SMT.
- 7.2.4. The partnership agrees to establish the Collaborative Commissioning and Joint Planning Board 'where joint partners will make decisions regarding the allocation of funding streams for the benefit of the people of Sandwell, removing organisation bias.
- 7.2.5. Partners agree that any allocation of funding that is specifically intended to support, sustain and transform individual organisation functions and / or delivery of mandated national or regional priorities will not be reallocated across the partnership.

7.3. Executive Director of Integration

- 7.3.1. We agree that the partners will engage an individual to undertake the role of the Executive Director of Integration. The Director will be responsible for the oversight of the transformation and integration of services, as well as coordination of the operational management of the partnership services.
- 7.3.2. The Executive Director of Integration will be an Executive Director of the host partner; however, their appointment will be confirmed and apply to all partners. The Executive Director of Integration will work closely with all partners as a system integrator.

7.4. Risk Management

- 7.4.1. Risk implications of the partnership arrangements will be managed according to the host's Risk Management Policy. Where relevant, each partner will transfer all or part of a risk to individual organisation Risk Registers in accordance with individual Risk Management Policies.

7.4.2. Clinical and operational risks for the services in scope will continue to be reported and managed by the individual service providers and in accordance with the obligations under the Services Contracts.

7.5. Confidentiality

This agreement does not imply that any Partner shall have the right to use the Confidential Information or Background Intellectual Property of any other Partner without prior written consent. If the Partners anticipate that their collaborative efforts may result in the use of Background Intellectual Property or the creation of new intellectual property, they will first enter into a separate agreement establishing their respective rights therein. No Partner obtains by this MOU any right, title or interest in, nor any right to reproduce nor to use for any purpose, the name, trade names, trade- or service marks, logos or copyrights of any other Partner without its prior, written consent.

7.6. Information sharing

7.6.1. The Partners will provide to each other all information that is reasonably required in order to achieve the Objectives and take decisions based on what is in the best interest for people in Sandwell.

8. Partner levels of involvement

8.1 A defined levels of involvement matrix has been developed that outlines the specific expectations of partner organisations based on the expectation and commitment required.

8.2 It is the responsibility of each partner, endorsed by their own specific internal governance arrangements to agree their level of involvement as defined below

8.3 Partners can move between levels of involvement with the expectation that this does not occur more frequently than on an annual basis.

Table 1: Levels of involvement

	Agreed Role	Requirements of the organisation
Core members (requires agreement from organisation Board or equivalent)	<p>Corporate accountability to identify, drive and evaluate change</p> <p>Set and oversee strategic direction</p> <p>Contribute to the planning and utilisation of resources</p>	<p>Chair partnership meetings and delivery groups</p> <p>Contribute resources (financial and staff) to integration and service transformation</p> <p>Provide transparent access to performance data</p> <p>Members of Board, SMT and operational management committee supplying appropriate reports and data as required</p> <p>Share financial risk</p> <p>Contribute to future regulatory requirements</p>
Associate members	<p>Provide insight and guidance as subject matter experts to strategic planning</p> <p>Can be beneficiaries of resource allocations if it is deemed to align with the vision and strategy of the partnership</p>	<p>Contribute to appropriate delivery groups through attendance at agreed forums and groups</p> <p>Provide transparent access to performance data</p> <p>Contribute to future regulatory requirements</p>
Supporting members	Co-opted to parts of the partnership as required as subject matter experts	To provide support, guidance and challenges to core and associate members

APPENDIX 1 –PARTNERSHIP BOARD TERMS OF REFERENCE