

## Appendix 3 ALLIANCE OBJECTIVES, PRINCIPLES AND BEHAVIOURS

### 1. Alliance Objectives

1.1 Our intention is that Our Alliance will provide a financial, governance and contractual framework that delivers the Commissioner Participants' key objectives so to be able to meet demand from changing levels of need, changing funding levels, new legislation and/or policy imperatives by:

- (a) ensuring health and care system sustainability through reduced system cost whilst maintaining appropriate quality and Service User safety;
- (b) securing best value for the public sector budget in terms of outcomes per pound spent;
- (c) ensuring that integrated health and care services are delivered coherently and that fragmentation of service delivery is minimised by reducing organisational, professional and service boundaries;
- (d) directing resources to the right place in order to adequately and sustainably fund the right care for improved patient outcomes;
- (e) incentivising the achievement of positive outcomes for the benefit of the population's health and wellbeing;
- (f) supporting the process of transition to new care, support and well-being models delivering improved outcomes for Service Users; and
- (g) protecting and promoting Service User choice.

1.2 Accordingly, we have agreed a set of objectives (together the '**Alliance Objectives**') that We wish to achieve through the activities of Our Alliance. Our Alliance Objectives are:

- (a) improved outcomes for Service Users;
- (b) seamless Service User journey/experience irrespective of their care needs (i.e. health or social care);
- (c) health and care services that are accessible;

- (d) health and care services are local where appropriate;
- (e) health and care services place a focus on prevention;
- (f) health and care system sustainability through reduced system cost; and
- (g) (and in doing all of the above) to protect and promote choice.

1.3 The Provider Participants acknowledge and accept that the Alliance Leadership Board may seek to shift activity and service specifications under the respective Services Contracts in order to achieve the Alliance Objectives. We will utilise the provisions, mechanisms and flexibilities in the Services Contracts to effect the necessary changes in service specifications, activity plans etc.

*Best for Service Decision Making*

1.4 We know that We will have to make decisions together in order for Our Alliance to work effectively. We agree that We will always work together and make decisions on a Best for Service basis in order to achieve the Alliance Objectives and the Outcomes, unless any one of the Reserved Matters listed in Clause **Error! Reference source not found.** applies (see section 3 below for the content of this Clause).

*Compliance with legal obligations*

1.5 We shall support each other to achieve compliance with each of Our statutory responsibilities. Accordingly, nothing in this Agreement will require any of Us to do anything which is in breach of Our legal obligations (including procurement and competition law) or which breaches any regulatory or provider licence requirements.

**2. Alliance Principles and Behaviours**

2.1 In striving to achieve the Alliance Objectives and the Outcomes, We have committed to the following principles and behaviours:

*Alliance Principles*

2.2 Our agreed '**Alliance Principles**' are that:

- (a) We shall encourage cooperative behaviour between Ourselves and engender a culture of "Best for Service" including no fault, no blame and no disputes where practically possible;
- (b) We shall seek to ensure that sufficient resources are available, including appropriately qualified staff who are authorised to fulfil the responsibilities set out in this Agreement;

- (c) We shall assume joint responsibility for the achievement of the Outcomes;
- (d) We commit to the principle of collective responsibility and to share the risks and rewards (in the manner to be determined as part of the Transition Activities) associated with the performance of the Alliance Objectives;
- (e) Our Alliance activities shall adhere to statutory requirements and best practice by complying with applicable laws and standards including EU procurement rules, EU and UK competition rules, data protection and freedom of information legislation; and
- (f) We agree to work together on a transparent basis (for example, open book accounting where possible) subject to compliance with all applicable laws, particularly competition law, and agreed information sharing protocols and ethical walls.

#### Alliance Behaviours

2.3 Our agreed '**Alliance Behaviours**' are that:

- (a) We shall collaborate and co-operate by establishing and adhering to the governance arrangements as defined in this Agreement;
- (b) We shall be accountable by taking on, managing and accounting to each other for the performance of Our respective roles and responsibilities;
- (c) We shall be open and communicate openly about major concerns, issues or opportunities relating to the Programme and the achievement of the Outcomes;
- (d) We shall learn, develop and seek to achieve full potential by sharing appropriate information, experience and knowledge so as to learn from each other and to develop effective working practices;
- (e) We shall work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (f) We shall adopt a positive outlook by behaving in a positive, proactive manner;
- (g) We shall act in a timely manner by recognising the time-critical nature of the Programme and respond accordingly to requests for support;
- (h) We shall act in good faith to support achievement of the Outcomes and compliance with the Alliance Principles; and
- (i) We shall work together as a single, integrated high performance team ('one

system, one budget') and make decisions to achieve the Outcomes.

2.4 Over the life of the Alliance, the actual provision of Services will alter on the basis of the most effective utilisation of staff, premises and other resources (in terms of cost and quality) and whilst there will be co-operation between Us as to the design of care models this will not:

- (a) preclude competition between Us in respect of service provision as is needed to achieve the Alliance Objectives and which will be reflected in the Services Contracts and changes to those Services Contracts; or
- (b) restrict the Commissioner Participant's statutory obligations including obligations under procurement law to contract with provider(s) most capable of meeting the Commissioner Participants requirements, and obligations under Legislation (for example, the Public Contract Regulations 2015 and the National Health Service (Procurement, Patient Choice and Competition) (No 2) Regulations 2013).

### **3 Decision Making, Delegated Authority and Reserved Matters (Clause 11 of the Alliance Agreement)**

3.1 Except as provided for in 3.34, We agree that We will always work together and make decisions on a Best for Service basis in order to achieve the Alliance Objectives and the Outcomes. Our decisions will be made in accordance with the Alliance Principles and We agree to act in accordance with the Alliance Behaviours.

#### **Delegated Authority**

3.2 We recognise that each of Us has Our own regulatory and statutory responsibilities and Our own internal governance arrangements. We acknowledge that Our relevant ALB Member may not have the appropriate levels of delegated authority to make decisions at meetings of the Alliance Leadership Board. Accordingly, some decisions will need to be considered and approved by Our individual Boards/Governing Bodies before final resolution by the Alliance Leadership Board. We therefore agree that:

- 3.2.1 We shall strive to give as much advance notice of ALB business as is reasonably possible so as to allow Our relevant ALB Member to seek views and necessary approvals or authority from their individual organisation;
- 3.2.2 We shall seek to ensure that Our ALB Members have appropriate levels of delegated authority in order to consider and determine issues at meetings of the Alliance Leadership Board;
- 3.2.3 Where there are limits on the delegated authority of Our relevant ALB Member, We shall advise the other ALB Members of those limits and what additional approvals or authorisations

will be required to participate in and make decisions at meetings of the Alliance Leadership Board;

3.2.4 [any others]

Prohibited Matters

3.3 We acknowledge that each of Us is required to comply with certain statutory and regulatory duties. Therefore, notwithstanding any other provision of this Agreement or any Services Contract, We agree that We shall not decide to do or omit to do anything which would:

- (a) cause any of Us to breach:
  - (i) Legislation; or
  - (ii) any regulatory requirement including requirements of the Care Quality Commission; or
  - (iii) any specific Department of Health policies; or
  - (iv) in the case of the Council, the Council Constitution and any applicable Council policies; or
  - (v) in the case of the Mid-Notts CCGs, the CCGs' Constitution;
- (b) cause a Provider Participant to breach any terms of its provider licence from Monitor; and/or
- (c) require the Commissioner Participants to invest further monies in respect of the Services, or under the Services Contracts or under this Agreement.

Reserved Matters

3.4 Furthermore, We recognise that the Commissioner Participants have specific statutory responsibilities for ensuring the provision of safe, efficient and integrated health and care services and that their role as commissioners of the Services means that they shall be entitled to exercise the following decisions without seeking approval from the Alliance Leadership Board and without having to act on a Best for Service basis (each a '**Reserved Matter**')

- (a) any Mandatory Change made by the Commissioner Participants under the Change Procedure;
- (b) any steps taken by the Commissioner Participants in relation to Clause **Error! Reference source not found.** (Transfer to Third Parties); and/or
- (c) any decision, in relation to the Services, to undertake public consultation or to respond to or liaise with a Local Healthwatch organisation, the Nottinghamshire Health and Wellbeing Board, the Nottinghamshire Safeguarding Adults Board and/or other bodies with whom the Commissioners Participants are required to consult

3.5 We agree that:

- (a) Section 3 overrides what may be written in any Services Contract or any inconsistent

provision in this Agreement;

- (b) the Reserved Matters are limited to the express terms of 3.4;
- (c) the Alliance Leadership Board may not make a final decision on any of the matters set out in Clause , which are reserved for determination by the Commissioner Participants only;
- (d) where exercising a Reserved Power under 3.4, and subject to any need for urgency because to act otherwise would result in the Commissioner Participants breaching their statutory obligations, the Commissioner Participants will first consult with and advise the Alliance Leadership Board in relation to its proposed exercise of a Reserved Matter; and
- (e) if a decision in respect of any Reserved Matter is notified to the Alliance Leadership Board, We will implement that decision as if it were a decision of the Alliance Leadership Board, and, where necessary, implement the decision via the Change Procedure.