

**BASSETLAW ACCOUNTABLE CARE
PARTNERSHIP**

**MEMORANDUM OF UNDERSTANDING FOR THE
COMMUNITY, VOLUNTARY, HEALTH AND SOCIAL
CARE SYSTEM**

DRAFT

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1 Context and Purpose

1.1 Introduction

The purpose of the initiative represented in this Memorandum of Understanding (MOU) is to ensure the greatest and fastest possible improvement to the health and wellbeing of the residents of Bassetlaw with the resources available. With regard to the delivery of care to people with existing disease and diagnosis this requires a more integrated approach to the use of the existing health and care resources as well as transformational changes in the way in which services are delivered across Bassetlaw. Widespread collaborative working is required to improve earlier intervention and address the wider determinants of health.

To facilitate this, the Memorandum of Understanding creates a framework for achieving the delegation of health and social care to a collaborative framework of the Bassetlaw Commissioner and Providers within a Bassetlaw Transformation Governance Structure. This will be overseen by the Accountable Care Partnership Board. This MOU sets out the process for collaborative working in Bassetlaw, with particular relevance to the Primary Care Home/Neighbourhood initiatives.

All parties agree to act in good faith to support the objectives and principles of this MoU for the benefit of all Bassetlaw patients and citizens.

1.2 Parties to the MoU

The Parties to the agreement are:

- Nottinghamshire County Council
- Bassetlaw District Council
- Bassetlaw Clinical Commissioning Group (CCG)
- Bassetlaw Community and Voluntary Service
- Doncaster and Bassetlaw Teaching Hospitals Foundation Trust
- Nottinghamshire Healthcare Foundation Trust
- Larwood Health Partnership and Bawtry Primary Care Home
- Retford and Villages Primary Care Home
- Newgate Primary Care Home
- Nottinghamshire Public Health Team
- Healthwatch

All parties will work together to achieve agreed outcomes for Bassetlaw citizens.

This MoU focuses on the elements of Governance and shared commitment to achieving common goals through the joint design, transformation and delivery of services. Engagement with the public at all stages is essential and all organisations will work together to ensure the highest level of engagement possible.

1.3 Context and Objectives

The MoU sets out the ambition for the transformation of health and social care across Bassetlaw. The partnership is predominantly community based, to support the public, patients, service users and carers in their own homes to remain as independent as possible despite the fact that they may have multiple health and care needs. The approach should be more pro-active with those most at risk of escalating needs being targeted. The aim is to develop and design neighbourhood services to:

- Support an improved focus on prevention of ill health and the promotion of wellbeing
- Deliver effective integrated health and social care across Bassetlaw alongside far closer working and co-ordination of support to individuals and Neighbourhoods with the Voluntary Sector;
- Support people to remain at home and avoid unnecessary admissions
- Respond quickly to the additional needs of people and support them to remain out of hospital and residential care
- Make sure that people are discharged home with the appropriate support, minimising their hospital stay and maximising their recovery and level of independence

We recognise that integrating health and social care is vitally important for improving the efficiency of our public services and delivering improved health and wellbeing for our population.

The NHS Five Year Forward View articulates why change is urgently needed, what that change might look like and how it can be achieved. It describes various models of care which could be provided in the future, defining the actions required at local and national level to support delivery. Furthermore, it sets out the development of new organisational models. Bassetlaw is committed to being an early implementer of District wide partnerships through Primary Care Homes and the Integrated Neighbourhood teams.

The Health and Social Care Act 2012, attaches importance to integrated care and commissioners have duties to promote integration with the emphasis on local areas to design, commission and deliver care in a more integrated way. The ambition of the Commissioner and Providers is to develop an integrated outcomes based contracting model creating opportunities to facilitate an integrated outcomes-based service delivery approach over a phased period. The exact design and use of the outcomes will be determined throughout the co-design phase. It is anticipated that there will be a phased approach but that as the system develops greater trust in their use, and confidence that risks and finances can be effectively managed and changes to services deliver the required efficiencies, their use will be increased as quickly as agreement can be reached across the health and social care system.

Within the Bassetlaw Accountable Care Partnership members of the ACP will develop a strategic plan for the integration of health and social care across Bassetlaw, making best use of existing resources to transform outcomes for local communities, including reducing avoidable activity in A&E and avoidable hospital admissions.

1.4 Overarching Principles

- Be financially sustainable, secured through our plans and redesigned services.
- Plan our expenditure together so we can buy and deliver health, care and support services for the Bassetlaw Place in a joined up way.
- Decisions will be focussed on the interests and outcomes of patients and people in Bassetlaw, and organisations will collaborate to prioritise those interests;
- In creating new models of inclusive governance and decision-making, the intention is to enable Bassetlaw commissioners, providers, patients, carers, residents and partners to shape the future of Bassetlaw together. There will be communication and engagement with patients, carers and the public at every stage;
- Commissioning for health and social care outside of hospital will be undertaken jointly in a Bassetlaw place-based approach (using the principle of ‘the Bassetlaw pound’);
- A principle of *subsidiarity* will apply within Bassetlaw, ensuring that decisions are made at the most appropriate level, with the maximum flexibility so that consensus can be reached at Primary Care Home/Neighbourhood level to allow services to be designed around the needs of particular communities and major change authorised by the Accountable Care Partnership;
- The Partnership will support devolved decision making and a distributed leadership but will not conflict with participating organisations’ own governance, statutory and regulatory responsibilities and decision making processes
- Decision making will be underpinned by transparency and the open sharing of information;
- There will continue to be clear accountability arrangements for services and public expenditure;
- The delivery of shared outcomes will drive changes to organisational form where necessary;
- The Partnership will lead on OD work to support the team working within the respective neighbourhoods.

1.5 Essential Measures

Outcomes, measures and metrics will be agreed between all parties. These will support the continual improvement of services as well as the evaluation of initiatives.

1.6 Scope

The scope is comprehensive and will involve the whole health and care system outside of hospital alongside the voluntary sector:

- Acute care;
- Primary care;
- Intermediate care;
- Community services;
- Mental health services;

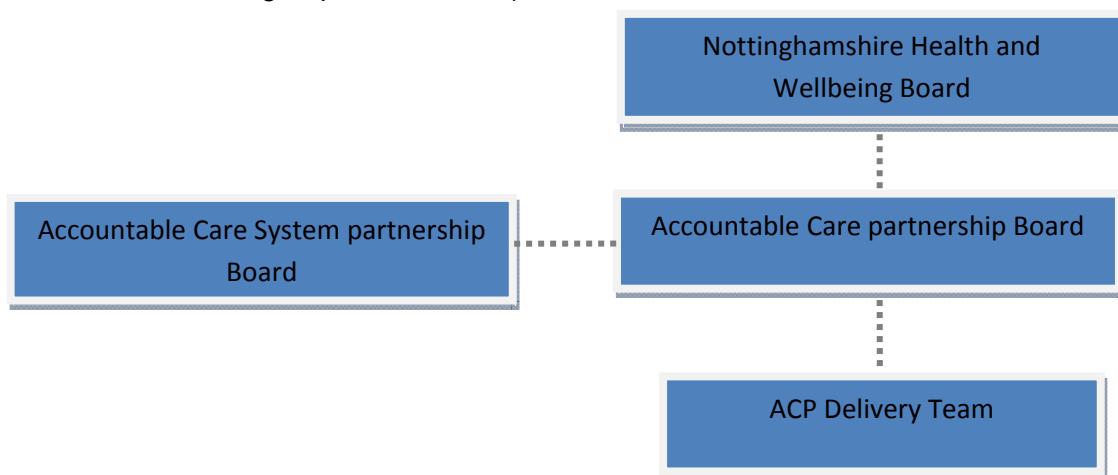
- Children's services;
- Social care;
- Housing;
- Other public services; as determined by the ACP Board
- Voluntary sector;
- Public Health;
- Communication and Engagement;
- Effective use of public estate
- Information sharing and systems, including the potential for digital integration across Bassetlaw.

2 Governance

2.1 Governance Structure

The Accountable Care Partnership Board will oversee and authorise decisions within its programme of work. Delivery of the programme will be supported by the ACP Delivery Team, headed by the Programme Director. The governance arrangements support the principle of *subsidiarity*, ensuring that decisions are made at the most local level appropriate, with the maximum flexibility so that consensus can be reached within Primary Care Home/Neighbourhood level to allow services to be designed around the needs of particular communities. Where Primary Care Homes/Neighbourhoods wish to make changes to services that would result in a change in how resources are currently deployed or managed then these must be agreed by all relevant parties directly affected by that change and approved by the Accountable Care Partnership Board.

The governance arrangements will be regularly reviewed to ensure the programme aims are delivered within the required timeline. The Governance arrangements for delivery of the Neighbourhood model of care will be built around the following programme structure (terms of reference for each group are available):



2.2 Resources

It is anticipated that within statutory and regulatory responsibilities parties will contribute to the resourcing of the running of the programme, in cash and/or in kind. A programme and resourcing plan for the ACP programme will be agreed at the ACP Board. Additional investment in services themselves must come from efficiencies, transfer of resources from one part of the system to another (e.g. secondary care to community) and potentially cases of invest to save. Investment from national transformational monies e.g. the NHS England transformation fund linked to the

Sustainability and Transformation Plan will also be pursued, as will the potential for social investment in public service reform.

2.3 Escalation

- If any participating organisation has any issues, concerns or complaints about the programme, or any matter concerning the operation of this Memorandum, that participant shall notify the other relevant participants and they shall then seek to resolve the issue by a process of consultation always bearing in mind the behavioural commitments made by the participants in this Memorandum.
- The Participants agree that they will use their best endeavours to avoid disputes between each other, notify each other of perceived or real differences of opinion as soon as they arise, and attempt to promptly resolve those differences.
- If the issue cannot be resolved through consultation the matter shall be escalated to the ACP Board, which shall decide on the appropriate course of action to take.
- If any participant receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the programme, the matter shall be promptly referred to the relevant provider or to the ACP Board where appropriate.

3 Partnership in Practice

3.1 Parties' commitments to public engagement

All parties acknowledge their various requirements to engage with public, patients, service users and carers, elected members and members of the public at relevant points and will cooperate to do so in a co-ordinated way.

3.2 Behavioral commitments

The Participants agree that they will:

- Adopt all reasonable measures and use their best endeavours to ensure the objectives are achieved
- Conduct all activities in ways that are consistent with the guiding principles and take all steps to ensure that any employees, partners and associates involved in carrying out activities do likewise.

Co-operation and innovation

- Work together in a co-operative and innovative manner for the purpose of meeting or exceeding the objectives and fully complying with these guiding principles; and
- Ensuring that the activities are carried out in a co-ordinated and efficient manner.
- Share all information relevant to the activities in an honest, open and timely manner.

Conflicts of interest

- All parties will ensure transparency and will disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Memorandum or the performance of the activities, immediately upon becoming aware of the conflict of interest whether that conflict concerns us or any person employed or retained by us for or in connection with the performance of the activities;
- Not allow ourselves to be placed in a position of conflict of interest or duty in regard to any of our rights or obligations under this Memorandum (without the prior consent of each other) before we participate in any decision in respect of that matter; and
- Use best endeavours to ensure that their members and other associates also comply with the requirements of the provisions set out in this document when acting in connection with the ACP's programme of work

Collective sharing of risk and opportunities

- Share all risks and opportunities associated with the delivery of the programme except for risks/opportunities that have been specifically agreed to be retained solely by a particular participant under this Memorandum.

3.3 Co-operation, competition and procurement compliance

In the spirit of collaborative working within this MoU responsibility for services or resources may be transferred from one party to another within the MoU where it is felt this would lead to improved services or would be more appropriate to the effective management of these services. These arrangements may also include contract variations, the novation of contracts, or secondments or transfer of staff, where all the relevant parties agree. In addition, alternative management arrangements may be agreed whereby employees of one organisation may line manage those of other organisations where the relevant parties agree to that change in order to facilitate cross-organisational matrix working. Any proposal in this regard must be approved by the ACP Board agreed by the representatives of those parties that will be directly or indirectly affected. Agreed ACP Board proposals must be ratified through the respective governance of participating organisations' as appropriate.

The participants recognise that it is the duty of the commissioners, rather than the providers, to decide what services to procure and how best to secure them in the interests of patients. In addition, the participants are aware of their competition compliance obligations, both under competition law and, in particular, under NHS Improvement's provider licence, and shall take all necessary steps to ensure that they do not breach any of their obligations in this regard. Further, the participants understand that in certain circumstances collaboration or joint working could trigger the merger rules and as such be notifiable to the Competition and Markets Authority and NHS Improvement.

4 Limits and Term of the MoU

4.1 Limits of the MoU

Whilst it is recognised that this Memorandum of Understanding is not legally binding it represents a firm commitment by all parties and will be adhered to through the use of the Governance process to escalate and resolve any disagreements.

This MoU does not in itself change current organisational forms, decision making processes contractual regimes or payment mechanisms. Any substantive changes of this nature will be subject to separate negotiation between the relevant parties. If the MoU is terminated by any party or proves inadequate to support the transformation and integration of services the commissioners will pursue alternative approaches to implement the changes in services for the benefit of residents of Bassetlaw.

4.2 Term and termination

This Memorandum shall commence on the date of signature of the Participants, and shall continue for an initial period of one (1) year and thereafter subject to an annual review of the arrangements by the ACP Board.

Recognising this is not a legally binding document any participant may exit this Memorandum. Participants commit to provide at least six (6) months' notice in writing to the other Participants [at any time]. Remaining participants will determine whether the work can continue as planned or whether alternative arrangements need to be pursued.

4.3 Variation

This Memorandum, including the Annexes, may only be varied by written agreement of the Participants.

4.4 Signatories

Following signature, Bassetlaw partners will publicise its content with stakeholders as appropriate.

All parties welcome the principles set out in this MoU and recognises the benefits it will bring to the patients and citizens of Bassetlaw.

New parties to this agreement may be proposed by members of the ACP Board. Any proposed new member must be agreed by the ACP Board.

Signatures to the Bassetlaw Memorandum of Understanding:

Doncaster and Bassetlaw Teaching Hospital

Richard Parker

Chief Executive _____

Bassetlaw District Council

Neil Taylor

Chief Executive _____

Bassetlaw CCG

Idris Griffiths

Chief Officer _____

Nottinghamshire Healthcare Foundation Trust

Ruth Hawkins

Chief Executive _____

Larwood Health Partnership and Bawtry Primary Care Home _____

Retford and Villages Primary Care Home _____

Newgate Primary Care Home _____

Healthwatch

Chair

Michele Livingston _____

Public Health

Interim Director of Public Health

Jonathan Gribbin_____

Bassetlaw Voluntary Community Service

Director

Catherine Burn_____

Nottinghamshire County Council

Service Director – North Nottinghamshire & Direct Services, Adult Social Care and Health

Ainsley McDonnell_____