

# **Airedale, Wharfedale and Craven Provider Alliance (AWCPA) Memorandum of Understanding (MoU)**

## **1 Purpose of the MoU**

A Memorandum of Understanding (MoU) is a formal business document used to outline an agreement made between two or more separate entities, groups or individuals. The main purpose of the Airedale, Wharfedale and Craven Provider Alliance MoU is to establish an agreed framework and a written understanding of the agreement between the named parties.

This document serves as a high level MoU between the parties and will be added to during the course of development towards an Airedale, Wharfedale and Craven Health and Care Partnership through the addition of schedules as agreed with the mutual written consent of all parties. The schedules are a scheme specification which set out the arrangements for an individual scheme agreed by the parties to this MoU to be included under this agreement.

## **2 General**

This MOU is not a legally or contractually binding agreement, but it describes how the providers that are party to the MoU will work together. It describes a consensus between the organisations that enables the Airedale, Wharfedale and Craven Provider Alliance to take a common approach and commitment to embedding agreed guiding principles, behaviours and ways of working, as required to become a Health and Care Partnership. Until a legal framework is agreed and signed by all parties the individual organisation governing bodies remain ultimately accountable for their individual contracts.

## **3 The parties agreeing to this MoU are:**

- Airedale NHS Foundation Trust,
- Bradford District Care NHS Foundation Trust,
- Bradford VCS Alliance Ltd,
- City of Bradford Metropolitan District Council
- North Yorkshire County Council
- Local Care Direct
- Wharfedale, Airedale and Craven Alliance Ltd
- Airedale, Wharfedale and Craven Modality Partnership

The above are recognised as parties to this MoU. The following are recognised as partners of the MoU:

- YORLMC Ltd
- East Lancashire GP representative/federation

#### **4 Term**

The MoU will commence on the date of signature of all the parties and will expire when superseded by another agreement by the parties. It will be subject to formal annual review and additions in-year in the form of schedules to the agreement may be included as agreed by all parties. Any partner may exit the MoU by giving 6 months notice in writing to the other parties at any time.

#### **5 Function of the Airedale, Wharfedale and Craven Provider Alliance (AWCPA)**

To develop and deliver a Health and Care Partnership across the health, care and support services that delivers high quality, cost effective services that improve the wellbeing of the population of Airedale, Wharfedale and Craven and delivers efficiencies.

#### **6 Airedale, Wharfedale and Craven Provider Alliance MoU**

In entering into this MOU, the parties are taking a step towards the establishment of a Health and Care Partnership, linked to population-based new models of care set out in the Five Year Forward View and Bradford District and Craven Health and Wellbeing Plan, through the integrated delivery of services. This memorandum is not a legal contract.

#### **7 AWCPA Guiding Principles, Behaviours and Ways of Working**

The Parties agree to the following principles in relation to the provider alliance arrangements and the performance of this MOU:

- At all times to act in good faith towards each other and within the principles and behaviours identified within this MOU
- To act in a timely manner and recognise the time-critical nature of the service developments and respond accordingly to requests for support accepting competing pressures
- For the Parties to be accountable by taking on, managing and accounting to each other for performance of the respective roles and responsibilities set out in this agreement
- To communicate openly about major concerns, issues or opportunities and support each other in finding system solutions relating to the agreement
- To learn from best practice of other developments of population-based models of care and the introduction of novel and complex contracts; and to seek to develop as an alliance to achieve the full potential of the relationship
- To innovate in the delivery of services and to work together to challenge commissioning, contracting and behavioural norms in order to be able to deliver innovative services that improve the health and wellbeing of people in our area
- To share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost
- To adopt a positive outlook and to behave in a positive, proactive manner
- To act in an inclusive manner in regards to collaboration with people

- To adhere to statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information
- To manage internal and external stakeholder relationships effectively
- To focus on people's care, quality and experience while seeking the best value for money, productivity and effectiveness
- To work toward a reduction in health inequality and improvement in health, care and support and well-being
- To promote use of innovation in identifying solutions for achieving an ICP
- Be committed through engagement and co-production with people to redesign care to achieve an ICP
- Notify any other relevant parties of any issues or complaints about the services described within the schedules of the MOU, and seek to resolve those issues bearing in mind the behavioural commitments described in the MOU
- To work together to develop a focus on population and a shared approach to managing system risks (accepting that no formal risk sharing arrangement shall take place between the partners without an express written agreement to that effect).

#### Shared Guiding principles for a system care model

1. Prevention, self-care and independence at the forefront of all care delivery and at every level of care - A radical upgrade in prevention and public health
2. Care and support close to home and in the community as the default position
3. Innovative 'Out of Hospital Care' delivered through a community based care model with collaboration across a wide range of service providers and in which GPs are integral.
4. Co-ordination and integration of care when a person's need escalates to require special services or provision from specialist / secondary or tertiary care
5. People with greater control of their care when they are in need of health and care services
6. Strong support for carers and families
7. A strong focus on recovery and well-being and delivers comprehensive care provided for the whole population including those related to the broader determinants of health
8. Collaboration of care delivery from across sectors and wider communities including, Health, Social Care, VCS and other local partners, as well as patients and the public provide comprehensive and personalised care
9. The ability to respond to immediate care needs, crisis care and equally has a managed approach to holistic care and crisis prevention
10. Clear entry points to the system of care for all health and care need
- 11 Person-centred (holistic) care, shifting from a dominant medical model focused on episodic care to a population health model rooted in social, psychological, continuous lifetime care.
12. A combined focus on personalisation of care with improvements in population health outcomes
13. Integrated system of care - A strong integrated system of care that that delivers seamless, person centred care 24/7
14. Strong system leadership delivered across organisational boundaries that has population interest at heart

15. Multi skilled, flexible and truly Integrated Workforce that is viewed as a whole entity and crosses organisational and service boundaries
16. Optimised Local estates delivered through collaborative estates planning with a wide range of local stakeholders including wider public and community facilities
17. Integrating data and IT systems across providers and sectors that supports proactive and preventative delivery and improved care coordination
18. Optimised use of new technology, to transform the delivery of health care and management in order to be fit for purpose now and into the future
19. A model that drives better outcomes for patients at lower cost, based on greater integration / collaboration and partnership working

## **8 Responsibilities of All Parties**

Responsibilities of each of the parties are to:

- Work within the principles, behaviours and ways of working identified within this MoU
- Provide support for the progress towards an ICP as agreed by all parties
- Provide support for the development of the provider alliance where required
- Provide direction on key issues and areas of focus for the development of the ICP
- Fully participate in the Airedale Wharfedale and Craven Provider Alliance and any other relevant delivery arrangements to implement the agreed new population models of care as described in the MoU schedules
- Disclose to each other the full particulars of any real or apparent conflicts of interest in connection with this MoU

## **9 Schedules**

As described in Section 1 schedules may be added to this MoU in-year and during the course of development towards appropriate contracting arrangements and to enable progress towards a Health and Care Partnership as agreed with the mutual written consent by all parties. The schedules are a scheme specification which set out the arrangements for an individual scheme agreed by the parties to this MoU to be included under this agreement.

Schedule 1 is the Terms of Reference for the AWC Provider Alliance. The provider organisations (parties to this agreement) have established the Provider Alliance to enable the parties to work collaboratively to deliver more integrated services to improve care for people. The terms of reference for the Provider Alliance set out accountabilities, responsibilities and arrangements for the Provider Alliance.

Schedule 2 – Dispute Resolution Procedure to resolve issues to the parties' mutual satisfaction so to avoid all forms of dispute or conflict in performing their commitments under this MoU.

Schedule 3 – Policy for the management of conflicts of interest

Schedule 4 - Operating Model for the Health and Care Partnership – describe what this includes – to be developed....

Schedule 5 – Governance (include AWC Health and Care Partnership Governance – to be developed)

Schedule 6++ - Include specific new population-based care models – which describe the scope and service models for primary and community transformation inc. 3 communities, planned care, urgent and intermediate care etc.

Additional schedules to enable progress towards a Health and Care Partnership may be added as agreed by all parties.

## **10 Governance**

a) The parties must communicate with each other and all relevant staff dealing with AWCPA matters in a clear, direct and timely manner. The AWCPA will act in accordance with the Terms of Reference (Schedule 1) – as revised annually and must:

- i. ensure alignment of all organisations to facilitated sustainable and better care which is able to meet the needs of the AWC system population;
- ii. promote and encourage commitment to the Health and Care Partnership principles amongst all parties; and
- iii. formulate, agree and implement strategies for achieving the ICP objectives

b) The AWCPA is the forum for the Parties to collaborate and consolidate their respective organisational position to ensure alignment to the system vision and delivery of a Health and Care Partnership for Airedale, Wharfedale and Craven. Sovereignty and overall accountability is retained by the Parties and their respective boards in the first instance.

c) This means that meetings of the AWCPA are initially advisory for the Parties – representatives present at the AWCPA shall only exercise functions and powers of the organisation that they represent to the extent that they are actually permitted to exercise such functions and powers under that organisations own internal governance arrangements.

d) The Parties' intent is that the operation of the AWCPA will be in line with the Terms of Reference as provided in Schedule 1 to this MoU but that these will be necessarily re revised over time as the Parties develop the approach to the Health and Care Partnership. Any subsequently delegated or shared activities will be agreed through AWCPA with each accountable body and be detailed in schedules to this MoU.

e) AWCPA will operate within the AWC Health and Care Partnership Governance Framework (see Schedule 5)

## **11 Intellectual property rights**

Any intellectual property rights created in the course of the establishment of the new population models of care, or any aspect of the Health and Care Partnership, should vest in the Party whose employee created them if intellectual property can be attributed to an individual. No risk sharing arrangement shall take place between the partners without an express written agreement to that effect. It is accepted through working in partnership in the spirit of this agreement intellectual property rights may not be attributable to an individual.

## **12 Charges and liabilities**

Parties will each bear their own costs and expenses incurred in complying with their commitments under this MoU, including those associated with their employees or agents

who are participating in managing and delivering the various elements of the new population models of care.

### **13 Sharing of information and conflicts of interest**

The parties shall deal with and share all information relevant to the schedules in an honest, open and timely manner, in accordance with the operational and service specifications in the NHS supply contract(s), and comply with data protection and information governance requirements.

13.1 The Parties will all follow their own organisational conflict of interest policies – Schedule 3.

All parties 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 MoU or the performance of the Services as set out in Schedules (see Section 9), immediately upon becoming aware of the conflict of interest whether that conflict concerns the Party or any person employed or retained by them for or in connection with the performance of the Services;
- not allow themselves to be placed in a position of conflict of interest or duty in regard to any of their rights or obligations under this MoU (without the prior consent of the other parties) before they participate in any decision in respect of that matter;
- and use best endeavours to ensure that their representatives on the AWCPA and work-streams also comply with the requirements of this Section 13.1 when acting in connection with this MoU or the performance of the Services.

If there is:

- any uncertainty or a lack of consensus between the Parties regarding the existence of a conflict of interest under Section 13.1.
- any query or Dispute as to whether any Party is put in a position (or will be) of conflict under Section 13.1.

which cannot be resolved with recourse to the protocol referred to Section 13.1, any Party may refer the matter for resolution under Schedule 2 (Dispute Resolution Procedure).

### **14 Dispute, problem and complaints resolution**

The parties agree to adopt a systematic approach to problem resolution which recognises the principles, behaviours and ways of working set out in Section 7 above.

If a problem, issue, concern or complaint comes to the attention of a party in relation to the way the alliance arrangement is operating or the associated work-streams (identified in the supporting Schedules – Section 9) which relate to the AWCPA principles or any matter in this MoU and is appropriate for resolution between the providers such party shall notify the other parties and the parties each acknowledge and confirm that they shall seek to resolve

the issues by a process of discussion.

If any party considers an issue identified in accordance with the above to amount to a dispute requiring resolution in accordance with the dispute resolution procedure (Schedule 2) and such an issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the AWCPA which shall decide on the appropriate course of action to take.

If any Party 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 delivery of any work-streams identified in the supporting Schedules (Section 9), this shall promptly be referred to the AWCPA. Such referral shall not prevent the Party from responding as it considers appropriate.

The Parties shall each publish, maintain and operate a Complaints Procedure in compliance with the relevant law and mandatory guidance. In the event that any Party receives a complaint that relates to any of the services set out in the supporting Schedules – see Section 9, then all the other Parties shall co-operate through the AWCPA for the purposes of investigating that complaint.

## **15 Monitoring and Review**

There will be a process for monitoring and review of this MOU in-year through the addition of schedules as agreed by all parties, with a formal review at least annually, and this will take place through the AWC Provider Alliance. This will be used to shape the development of and support the AWC Provider Alliance going forward.

## **16 Termination and withdrawal**

Termination of this MoU shall not affect any rights or liabilities of the Parties that have accrued prior to the date of termination.

### **16.1 Mutual termination**

Subject to the general principles set out in the MoU the parties may unanimously agree, in writing, to terminate the MoU in whole or in part at any time.

### **16.2 Withdrawal in part**

Subject to the general principles set out in the MoU the parties may unanimously agree, in writing, to terminate the MoU in whole or in part at any time by:

- Giving the other parties not less than 6 months written notice

## **17 Notices**

Any notices given under this MOU shall be in writing and shall be served by hand, post, E-mail by sending the same to the address of the relevant organisation.

By post shall be effective upon the earlier of the actual date, or five (5) days after mailing;

By hand shall be effective upon delivery;

By email shall be effective when sent in legible form subject to no automated response being received.

## 18 SIGNATORIES

The signatories to this MOU are:

### **On behalf of Airedale NHS Foundation Trust**

**Name:** .....

**Role:** .....

**Signature:** .....

**Date:** .....

### **On behalf of Bradford District Care NHS Foundation Trust:**

**Name:** .....

**Role:** .....

**Signature:** .....

**Date:** .....

### **On behalf of Airedale, Wharfedale, Craven Modality Partnership:**

**Name:** .....

**Role:** .....

**Signature:** .....

**Date:** .....

### **On behalf of Wharfedale, Airedale and Craven Alliance Ltd:**

**Name:** .....

**Role:** .....

**Signature:** .....



**Date:** .....

**On behalf of Bradford VCS Alliance Ltd:**

**Name:** .....

**Role:** .....

**Signature:** .....

**Date:** .....

**On behalf of City of Bradford Metropolitan District Council:**

**Name:** .....

**Role:** .....

**Signature:** .....

**Date:** .....

**On behalf of Local Care Direct:**

**Name:** .....

**Role:** .....

**Signature:** .....

**Date:** .....

**On behalf of North Yorkshire County Council:**

**Name:** .....

**Role:** .....

**Signature:** .....

**Date:** .....