

TITLE OF REPORT: Gateshead Health & Care Partnership Memorandum of Understanding (MoU)

REPORT OF: Caroline O'Neill, Strategic Director, Care, Wellbeing & Learning

Purpose of the Report

1. To seek the endorsement of Cabinet to a Memorandum of Understanding that has been developed for the Gateshead Health & Care Partnership.

Background

2. An update report was provided to the Health & Wellbeing Board 19th October 2018 on progress in taking forward a place-based approach to health and care integration in Gateshead. A verbal update was also provided to the HWB on 30th November 2018 and 18th January 2019.
3. One of the strands of this work has been the development of a Memorandum of Understanding (MoU) between partners relating to the establishment of a Gateshead Health & Care Partnership (working title). The MoU seeks to describe the new ways of working between partners in taking forward a joint health and care agenda for the benefit of local people. Further details are set out in Appendix 1 (paragraphs 2 to 6).

Proposal

4. It is proposed that the Council sign up to the MoU as a key local partner in taking forward a place-based approach to health and care integration in Gateshead in line with the Thrive agenda.
5. The MoU builds upon the existing Memorandum of Agreement developed in 2015 between the Council, QE and Community Based Care Health (GP Providers), which had a specific focus on the transformation and delivery of community health services.

Recommendations

6. Cabinet is asked to:
 - (i) endorse the Memorandum of Understanding for the Gateshead Health & Care Partnership as set out in Appendix 2;
 - (ii) agree to the Council signing up to the MoU as a key local partner in taking forward a place-based approach to health and care integration.

For the following reasons:

- (i) To enable the Council, working with local partners and local communities, to progress a place-based approach to the integration of health and care in Gateshead for the benefit of local people in line with the Council's Thrive agenda.
- (ii) To help ensure the local health and care system is sustainable, is fit for purpose for the future and is in a better position to influence emerging broader footprints linked to this agenda.
- (iii) To ensure the Council and local partners are in the best position to respond to demographic and funding pressures across the system.

CONTACT: John Costello (Ext 2065)

Policy Context

1. The proposed MoU for the Gateshead Health & Care Partnership supports the five pledges of the Council's Thrive agenda which has also been endorsed by local system partners.

Background

2. An update report was provided to the Health & Wellbeing Board 19th October 2018 on progress in taking forward a place-based approach to health and care integration in Gateshead. A verbal update was also provided to the HWB on 30th November 2018 and 18th January 2019.
3. One of the strands of this work has been the development of a Memorandum of Understanding (MoU) between partners relating to the establishment of a Gateshead Health & Care Partnership (working title). The MoU seeks to describe the new ways of working between partners in taking forward a joint health and care agenda for the benefit of local people.
4. The MoU builds upon the existing Memorandum of Agreement for the Gateshead Care Partnership developed in 2015 between the Council, QE and Community Based Care Health (GP Providers), which had a specific focus on the transformation and delivery of community health services. Significantly, its membership will include key commissioner and provider organisations serving the Gateshead population.
5. Development of the MoU has been led by the Council through the Thursday afternoon system group and is attached at Appendix 2. The MoU is being brought to partner organisations for consideration and endorsement with a view to it being formally signed by partners this month.
6. The MoU has already been considered by the QE and Newcastle Hospitals Boards who have endorsed it and indicated that they will be signing up to it. It is also going to other partner organisations for endorsement (see paragraph 12 below).

Issues for consideration

Aims and Objectives:

7. The Partnership will work together to help improve the health and wellbeing outcomes of Gateshead residents, consistent with Gateshead's Thrive agenda and within the whole resources available to the local system.
8. In particular, the Partnership will work to:
 - shift the balance of services from acute hospital care and crisis interventions to community support with a focus on prevention, early help and self-help, matched by appropriate resource levels.

- support the development of integrated care and treatment for people with complicated long-term health conditions, social problems or disabilities;
 - create a joint planning and financial framework for managing the difficult decisions required to ensure effective, efficient and economically secure services during a period of continued public sector financial austerity, getting the most from the Gateshead £.
9. The Partnership will promote a Gateshead place-based approach to the integration of health and care so that planning and delivery arrangements are undertaken as close to 'place' as possible.
10. Whilst recognising the primacy of place, the Partnership will collaborate with broader footprints on behalf of the Gateshead population where this will secure health and wellbeing benefits for local people.

Key Features:

11. Key features of the MoU include:
- A partnership of commissioners and providers, reflecting a whole system approach.
 - The Partnership is committed to the collective use of resources for the benefit of local people, maximising use of the Gateshead £.
 - A statement of commitment from partnership members – to play a significant, active and ongoing contribution to enhancing the health, care and wellbeing of local people in a way that is locally sustainable.
 - It is not a legally binding document. The Partnership relies upon high levels of trust and collaborative working. This is also reflected in the set of values that have been identified (section 3.4 of the MoU at appendix 2).
 - It does not replace the legal frameworks or responsibilities of partner organisations – no new organisation is being established.
 - Nothing in the MoU will prevent organisations from meeting their statutory responsibilities and partners will support one another in meeting those responsibilities.
 - Similarly, any commitments made will remain subject to organisations' continuing ability to meet their statutory responsibilities.
 - An openness to change among partner organisations.
 - Decision making would be based upon a consensus approach, with arrangements in place to resolve differences in views where they arise. A voting arrangement would be in place as a backstop measure only ('one organisation, one vote').
 - A revolving chair annually.
 - Transparency – in decision making, financial and service planning, delivery.

Membership:

12. Proposed partners to the MoU are as follows:
- Gateshead Council
 - Blue Stone Consortium (VCS)

- Community Based Care Health Ltd
 - Gateshead Federation of GP Practices
 - Gateshead Health NHS Foundation Trust
 - NHS Newcastle Gateshead CCG
 - Northumberland, Tyne & Wear NHS Foundation Trust
 - The Newcastle upon Tyne Hospitals NHS Foundation Trust
13. Other organisations may be proposed or propose themselves for membership of the Partnership. Any new members will be accepted only if they can commit adherence to the MoU and with the unanimous agreement of current partners.
14. Ultimately, if a partner organisation no longer wishes to be a member, they can walk away at any time.

Other Points to Note:

15. Any issues or disputes which cannot be immediately resolved to all partners' satisfaction will be escalated to the Chief Executives (or equivalent) of the respective partner organisations or their nominee.
16. The MoU does not preclude individual Partner organisations from progressing programmes of work or initiatives that fall outside of Partnership business.
17. Partner organisations will be requested to reaffirm their commitment to the MoU on an annual basis.

Consultation

18. The proposal to develop a MoU along the lines set out in this report was considered by the Health & Wellbeing Board at its meeting on 19th October 2018 and verbal updates on progress have been provided to subsequent meetings of the Board. The MoU has also been considered by the Joint Adult Social Care and Health & Wellbeing Portfolio meeting on 7 January 2019.

Alternative Options

19. An alternative option would have been not to develop a MoU to underpin the Gateshead Health & Care Partnership. However, this would represent a missed opportunity both in taking forward our health and care integration agenda at a Gateshead place level and being in a better position to influence emerging broader footprints for health and care in our region.

Implications of Recommended Option

20. **Resources:**
- a) **Financial Implications** – the Strategic Director, Corporate Resources confirms that there are no resource implications arising directly from this report. One of the key aims of the Partnership is to provide a joint planning and financial framework, getting the most from the Gateshead £ (paragraph 8 of appendix 1 refers).

b) Human Resources Implications – there are no human resources implications arising directly from this report.

c) Property Implications – there are no property implications arising directly from this report.

21. **Risk Management Implications** – there are no property implications arising directly from this report.

22. **Equality and Diversity Implications** – there are no equality and diversity implications arising directly from this report.

23. **Crime and Disorder Implications** – there are no crime and disorder implications arising directly from this report.

24. **Health Implications** – the MoU for the Partnership is aimed at supporting the provision of more care in out-of-hospital settings, closer to peoples' homes. It also has a particular focus on prevention, early help and self-help in ways that are sustainable for the local health and care economy.

25. **Sustainability Implications** – there are no sustainability implications arising directly from this report.

26. **Human Rights Implications** – there are no human rights implications arising directly from this report.

27. **Area and Ward Implications** – all wards will be affected as the Partnership will promote a place-based approach to health and care integration.

Background Information

28. The following documents were used in the preparation of this report:

- (i) The Memorandum of Agreement for the Gateshead Care Partnership developed in 2015 between the Council, QE and Community Based Care Health (GP Providers), which had a specific focus on the transformation and delivery of community health services.
- (ii) The progress update report to the HWB on 19 October 2018 regarding integrating health and care in Gateshead.

Gateshead Health & Care Partnership
(this is a working title - Name of Partnership to be agreed)

Memorandum of Understanding

Author/s:	J Costello
Date written:	16 November 2018 (version 6)
Approved by:	
Date Approved:	
Revisions:	

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1. PURPOSE OF THIS DOCUMENT

- 1.1 This document sets out the arrangements within which the Gateshead Health & Care Partnership (the Partnership) will work together for the benefit of people and communities within Gateshead so that their health and care needs can best be met within available resources to the local system.
- 1.2 The basis of collaboration between the organisations named in this MoU is that they will all participate within a Gateshead 'place' partnership comprising Blue Stone Consortium (BSC), Community Based Care Health Ltd (CBCH), Gateshead Council (GC), Gateshead Federation of GP Practices, Gateshead Health NHS Foundation Trust (GHNHSFT), NHS Newcastle Gateshead CCG (NGCCG), Northumberland, Tyne & Wear NHS Foundation Trust (NTW) and The Newcastle upon Tyne Hospitals NHS Foundation Trust (NUTH). Collaborative working will be managed through the Gateshead Health & Care Partnership Board (the Board), representative of partner member organisations.
- 1.3 All joint working within the Partnership will be subject to the terms of this Memorandum of Understanding (MoU). Such work will be agreed by the Board and managed jointly within the Partnership. Supporting frameworks will be developed for work programme areas as required.
- 1.4 The MoU is not a legally binding document and therefore does not replace the legal framework or responsibilities of our organisations. It sits alongside and complements those frameworks, setting out the arrangements to enable our organisations to come together to establish a Gateshead place-based approach to the integration of health and care for the benefit of local people.

2. AIMS AND OBJECTIVES

- 2.1 The Partnership will work with other partners, stakeholders and local people to improve the health and wellbeing outcomes of Gateshead residents, consistent with Gateshead's Thrive agenda and within the whole resources available to the local system. In particular, it will work to:
 - shift the balance of services from acute hospital care and crisis interventions to community support with a focus on prevention, early help and self-help, matched by appropriate resource levels.
 - support the development of integrated care and treatment for people with complicated long-term health conditions, social problems or disabilities;
 - create a joint planning and financial framework for managing the difficult decisions required to ensure effective, efficient and economically secure services during a period of continued public sector financial austerity, getting the most from the Gateshead £.
- 2.2 The Partnership will promote a Gateshead place-based approach to the integration of health and care so that planning and delivery arrangements are undertaken as close to 'place' as possible. Whilst recognising the primacy of place, the Partnership will collaborate with broader footprints on behalf of the Gateshead population where this will secure health and wellbeing benefits for local people.
- 2.3 The Partnership will promote the work of its members and take advantage of opportunities to work collaboratively to deliver high quality services for the Gateshead population.

3. PARTNERSHIP GOVERNANCE

3.1 PARTNERS

Partner organisations and the signatories to this MoU are:

- Blue Stone Consortium (BSC)
- Community Based Care Health Ltd (CBCH)
- Gateshead Council (GC)
- Gateshead Federation of GP Practices (FGFP)
- Gateshead Health NHS Foundation Trust (GHNHSFT)
- NHS Newcastle Gateshead CCG (NGCCG)
- Northumberland, Tyne & Wear NHS Foundation Trust (NTW)
- The Newcastle upon Tyne Hospitals NHS Foundation Trust (NUTH)

3.2 SIGNATORIES

MoU signatories will comprise of the Chief Executives or equivalent of the formal Partnership members.

Other relevant stakeholders and service providers may will be engaged collaboratively in the Partnership's transformation agenda through membership of appropriate groups/ workstreams, involvement in other agreed improvement work and/or attendance at other forums.

3.3 STATEMENT OF COMMITMENT FROM PARTNERSHIP MEMBERS

The Partnership relies on high levels of trust and collaborative working. The focus for all partners will be to improve individuals' wellbeing, experience of care and outcomes through an integrated approach to the strategic planning and provision of care working with local people, as well as seeking to deliver financial sustainability across a broad range of health and care initiatives in Gateshead.

The Partnership is committed to working towards the achievement of its long term strategic outcomes and individual member organisations will collaborate to play a significant, active and ongoing contribution to enhancing the health, care and wellbeing of local people in Gateshead.

The Partnership is committed to the collective use of resources for the benefit of local people, maximising use of the Gateshead £, and to developing the workforce to deliver its aims and objectives. It will work collaboratively to identify the 'gives and gets' associated with its programmes of work.

The Partnership will review, align and develop joint strategic planning and provider arrangements and consider how best services can engage and collaborate in the future. It will develop coordinated planning and operational capabilities, processes, pathways and outcomes as well as the mechanisms for monitoring and measuring the success of the Partnership. The benefits of joint working will help to overcome organisational boundaries and constraints, supporting the achievement of the Partnership's stated objectives.

Partnership members are committed to joint decision making on matters pertaining to the business of the Partnership and to abide by decisions of the Partnership in relation to these matters. This does not preclude individual Partnership member organisations from

progressing programmes of work or initiatives that fall outside of Partnership business. The Partnership will commit to ensuring the long-term sustainability of the whole system, including supporting members to meet their statutory and regulatory responsibilities.

3.4 **PARTNERSHIP VALUES**

The relationship between MoU Partners will be based on:

- Equity
- Mutual respect and trust
- Inclusiveness – in developing and shaping a Gateshead place based narrative, both with member organisations, other stakeholders and local people and communities
- A commitment to being positive and constructive
- A shared commitment to providing the best possible care working with local communities
- A desire to make the best use of available resources in meeting the aims of the Partnership and in a way that is sustainable for the local health and care system
- A willingness to work with and learn from others
- A willingness to compromise in the interest of patient benefit
- An openness to change
- Transparency – decision making, financial and service planning, delivery
- Open and transparent communications and engagement; a collective and collaborative approach to consultation and engagement

These values will be promoted and embedded across our organisations.

As well as recognising the values that bind partner organisations together, their different perspectives and what they can bring to the Partnership will be recognised and valued.

3.5 **ACCOUNTABILITY**

It is the responsibility of all members of the Board to share, inform and secure agreement within their own organisational governance arrangements for the full delivery of the MoU's aims and objectives. It will be each MoU partner's responsibility to highlight any discrepancy between their own governance arrangements and any MoU delivery requirements, as and when any discrepancy arises, so that any issues can be assessed and acted upon in a timely manner.

Nothing in this MoU is to be seen as preventing or limiting any partner's ability to discharge any of its statutory functions. All partner organisations will retain their current statutory accountabilities for health and social care and any commitments made will remain subject to organisations' continuing ability to meet these accountabilities. The Partnership will work collectively to support partner organisations in discharging their accountabilities.

3.6 **DECISION MAKING**

The Board will consist of senior representatives from each partner member organisation. Other representatives may also attend as required.

Decision making arrangements will be in accordance with the following principles:

- A consensus view on the way forward will be sought on issues coming before the Partnership.
- Where a difference of view emerges across member organisations, efforts will be made by the Partnership to reconcile those views in the first instance e.g. through further discussions by the Partnership and/or focused discussions with one or more member organisations with a view to agreeing a way forward that is at least satisfactory and acceptable to all member organisations.
- Where consensus still cannot be reached on an issue, consideration will be given to the practicality and desirability of taking forward only those elements which have broad support across the Partnership.
- Only when these avenues have been explored without success should a course of action be put to a formal vote i.e. as a backstop measure only. In such instances, each member organisation of the Partnership will have one vote i.e. a single vote will rest with each member organisation (not with each representative attending a Partnership meeting on behalf of their organisation). Where an absolute majority of member organisations (>50%) are in favour of a course of action, it will be carried by the Partnership.

3.7 **CONTRACTUAL ARRANGEMENTS**

Partners may opt to enter into formal sub-contracting or other contractual arrangements to collectively deliver aspects of Gateshead's health, community and/or social care services. Any such arrangements are outside the scope of this MoU.

3.8 **RESOURCE REQUIREMENTS**

In order to deliver the responsibilities and key accountabilities outlined in the MoU, partners will each agree to assign and make available sufficient staff with the relevant competence, knowledge, skills and capacity, and other required resources to ensure timely achievement of the Partnership's objectives.

In meeting this requirement, there will be no requirement for staff to transfer to a new employer and they will be subject to their employer's terms and conditions of employment.

3.9 **DURATION OF THE MoU**

The MoU will commence on (*Commencement date to be determined*).

Signatories will agree to work in partnership in accordance with the terms of the MoU for as long as they remain party to the MoU (see section 3.14 on termination/exiting).

Partner organisations will be requested to reaffirm their commitment to the MoU on an annual basis.

3.10 **AMENDMENTS**

Once agreed the MoU, signed by the authorised signatories of all partners, may be reviewed periodically and amended with the mutual agreement of the partners. Once approved by the Board, amendments will be appended to the original MoU.

3.11 DISPUTE RESOLUTION

Any issues or disputes which cannot be immediately resolved to all partners' satisfaction will be escalated to the Chief Executives (or equivalent) of the respective partner organisations or their nominee. Also, see section 3.6 above.

3.12 CONFIDENTIALITY & DATA PROTECTION

MoU partners agree to share information with each other and with appropriate stakeholders. MoU partners will not disclose confidential information for commercial advantage or to disadvantage or discredit other parties to the MoU or anyone else. Each partner is responsible for ensuring its own compliance with data protection legislation.

All partner organisations will be compliant with relevant legislation.

3.13 EXPENSES & LIMITATION OF LIABILITY

The Parties understand that any financial arrangements will have to be negotiated on a case by case basis and that the decision to enter into any further agreement, contract, sub-contract or Service Level Agreement or implement the terms of this MoU shall be solely at the discretion of each Party. The Parties have not come together with a view to making a profit.

Each Party will be responsible for and bear all its legitimate costs, risks and liabilities arising out of its obligations and efforts in accordance with the provisions of this MoU.

This MoU is not intended to create any obligations on or between the parties.

3.14 TERMINATION/EXITING

Should any partner wish to withdraw from the Partnership, notice must be given in writing to the other parties, with reasons for the withdrawal. This clause applies only to the partnership arrangement covered by the MoU and does not affect any commercial contracts for the supply of goods and services which may exist between the parties independent of the MoU.

At the time of any withdrawal / resignation, the remaining partners will decide whether the Partnership's aims and objectives can continue to be met. If necessary, a new memorandum of understanding may be drawn up.

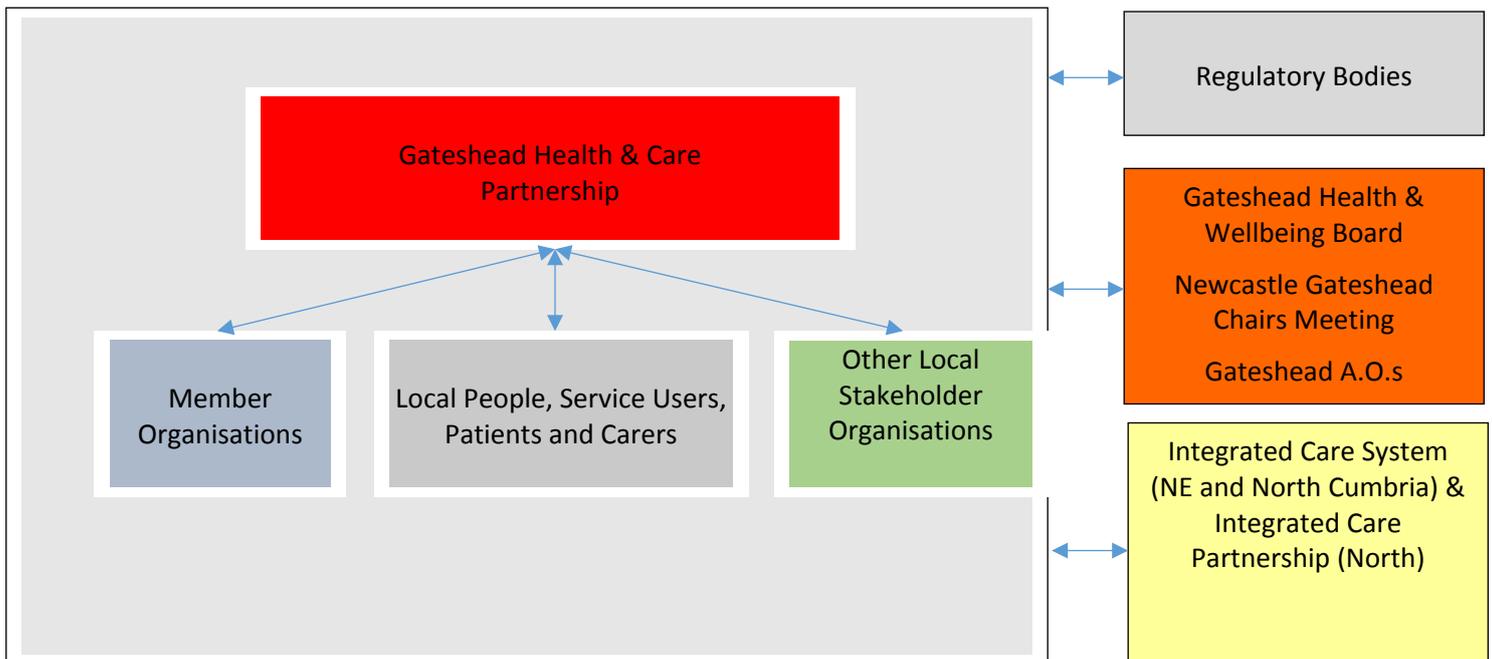
3.15 EXTENSION / ADDITION TO THE PARTNERSHIP

Other organisations may be proposed or propose themselves for membership of the Partnership. In these situations, any new members will be accepted only if they can commit to adherence with this MoU and with the unanimous agreement of the current partners. If necessary, a new memorandum of understanding may be drawn up.

4. PARTNERSHIP STRUCTURE

4.1 STRUCTURE DIAGRAM

Gateshead Health & Care Partnership & Relationships



4.2 ROLES & RESPONSIBILITIES

Chairmanship will be on a rotating basis of member organisations and will be reviewed on an annual basis.

Each member organisation will be responsible for ensuring that its representatives participate in the work of the Partnership and that the nominated Board members attend the Board on a regular basis. Existing members reserve the right to review input from partners if it is felt that they are not fulfilling their role and commitments under the MoU.

Each organisation will ensure that any representatives on the Board, or those involved in agreed work of the Partnership report back to their member organisations on a regular basis.

Any Partnership decisions that may be likely to have a financial or risk implication on member organisations should be communicated to those organisations in a timely manner.

The member organisations will agree areas of work / service where it is felt patient benefit can be delivered and will work collectively to deliver such benefit.

5. COMMUNICATION AND ENGAGEMENT

MoU partners commit to communicating openly and constructively and to sharing good practice within and beyond the Partnership. Partners agree to engage, consult and co-

operate to achieve the maximum benefits for the local community. This co-operation will include the sharing of appropriate information and maintaining effective communication, where this will inform and improve the planning and delivery of health and care services.

The partners also commit, so far as is reasonably possible, to communicating relevant information regarding progress to wider stakeholders and interested parties.

The Partnership will pursue a collective and collaborative approach to its work, focused on co-production with local people, service users and communities so that they can help shape health and care services to meet their needs.

6. ANNOUNCEMENTS

No Party shall make or permit any person to make any public announcement relating to the Partnership without the prior agreement of the other Parties except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

7. COMMITMENT OF UNDERTAKING

We the undersigned, as authorised signatories to the MoU, have read and accepted the terms of the MoU and provide corporate assurance of our organisation’s commitment to working in partnership to deliver better health and wellbeing outcomes for the people of Gateshead:

Signatories:

Blue Stone Consortium

Signature _____

Date: ____ / ____ / 2019

Community Based Care Health Ltd

Signature _____

Date: ____ / ____ / 2019

Gateshead Council

Signature _____

Date: ____ / ____ / 2019

Gateshead Federation of GP Practices

Signature _____

Date: ____ / ____ / 2019

Gateshead Health NHS Foundation Trust

Signature _____

Date: ____ / ____ / 2019

NHS Newcastle Gateshead CCG (NGCCG)

Signature _____

Date: ____ / ____ / 2019

Northumberland, Tyne & Wear NHS Foundation Trust (NTW)

Signature _____

Date: ____ / ____ / 2019

The Newcastle upon Tyne Hospitals NHS Foundation Trust (NUTH)

Signature _____

Date: ____ / ____ / 2019