

# Gateshead Health & Care System

## Memorandum of Understanding

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## **1. PURPOSE OF THIS DOCUMENT**

- 1.1 This document sets out the arrangements within which the Gateshead Health & Care System (the System) 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' system 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 System Meeting (the System Meeting), representative of partner member organisations.
- 1.3 All joint working within the System will be subject to the terms of this Memorandum of Understanding (MoU). Such work will be agreed by the System Meeting and managed jointly by the System. 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 System 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 System 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 System 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 System 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. SYSTEM 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 (GFGP)
- 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 System members.

Other relevant stakeholders and service providers will be engaged collaboratively in the System'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 SYSTEM MEMBERS**

The System 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 System 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 System 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 System 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 System. The benefits of joint working will help to overcome organisational boundaries and constraints, supporting the achievement of the System's stated objectives.

System members are committed to joint decision making on matters pertaining to the business of the System and to abide by decisions of the System in relation to these matters. This does not preclude individual System member organisations from progressing programmes of work or initiatives that fall outside of System business.

The System will commit to ensuring the long-term sustainability of the whole system, including supporting members to meet their statutory and regulatory responsibilities.

### 3.4 **SYSTEM 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 System 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 System will be recognised and valued.

### 3.5 **ACCOUNTABILITY**

It is the responsibility of all members of the Gateshead Health & Care System 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 System will work collectively to support partner organisations in discharging their accountabilities.

### 3.6 **DECISION MAKING**

The System Meeting 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 System Meeting.

- Where a difference of view emerges across member organisations, efforts will be made by the System to reconcile those views in the first instance e.g. through further discussions by the System 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 System.
- 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 System will have one vote i.e. a single vote will rest with each member organisation (not with each representative attending a System 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 System.

### **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 System'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 the 22<sup>nd</sup> January 2019. 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 System Meeting, 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 System, 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 System's aims and objectives can continue to be met. If necessary, a new memorandum of understanding may be drawn up.

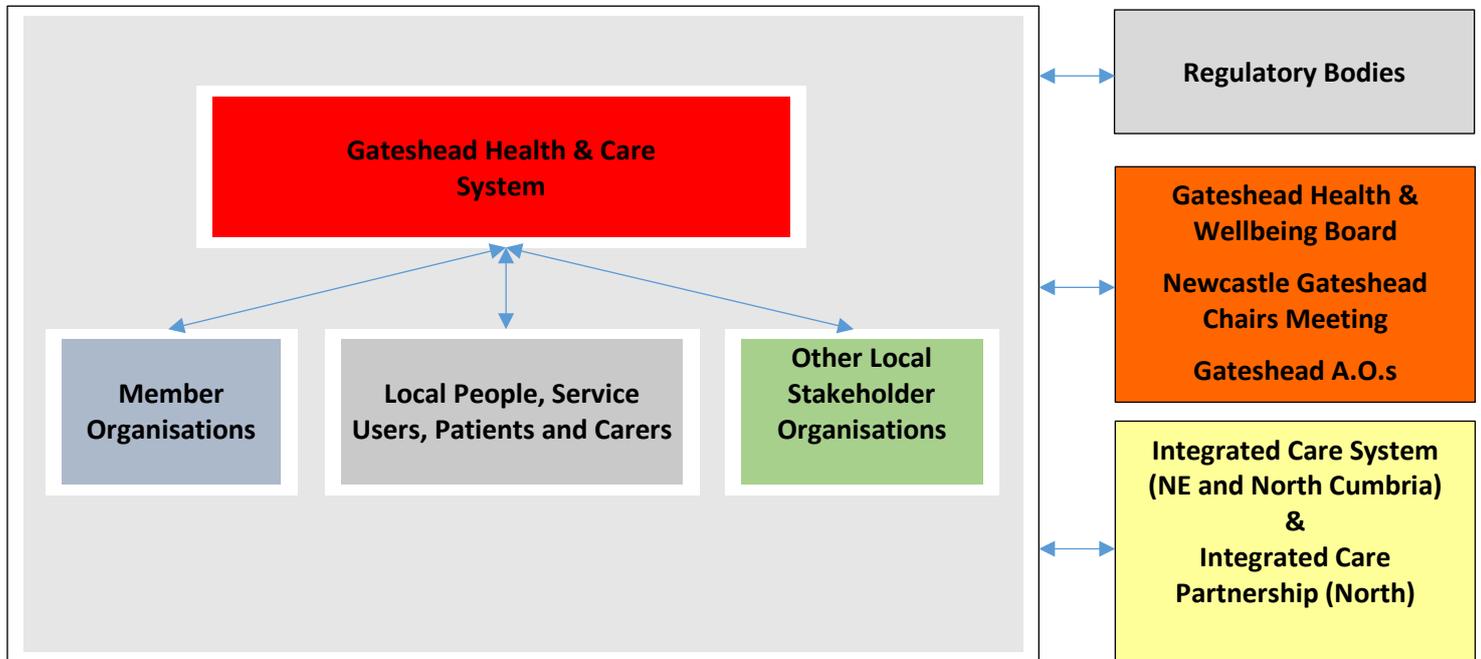
### **3.15 EXTENSION / ADDITIONS TO THE SYSTEM**

Other organisations may be proposed or propose themselves for membership of the System. 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. SYSTEM STRUCTURE

### 4.1 STRUCTURE DIAGRAM

Gateshead Health & Care System & 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 System and that nominated members attend System Meetings 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 representatives at System Meeting, or those involved in agreed work of the System report back to their member organisations on a regular basis.

Any System 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 System. 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 System 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 System 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