NHS SALFORD CLINICAL COMMISSIONING GROUP

SALFORD CITY COUNCIL

SALFORD ROYAL NHS FOUNDATION TRUST

GREATER MANCHESTER WEST MENTAL HEALTH NHS FOUNDATION TRUST
together the Statutory Partners

NHS ENGLAND (GREATER MANCHESTER)

and

SALIX HEALTH
together the Honorary Participants

Memorandum of Understanding in relation to the development of an Integrated Care Organisation to enable the provision of integrated care and services to meet the entire health and social care needs of adults and older people in Salford

Approved by the ICO Steering Group on 18.12.2014, on behalf of
NHS Salford CCG, Salford City Council, Salford Royal NHS Foundation Trust and Greater Manchester West Mental Health NHS Foundation Trust (version 6)
THIS AGREEMENT is dated 18 December 2014

BETWEEN

(1) NHS SALFORD CLINICAL COMMISSIONING GROUP of St James's House, Pendleton Way, Salford, M6 5FW (“Salford CCG”);

(2) SALFORD CITY COUNCIL of Salford Civic Centre, Chorley Road, Swinton, Manchester, M27 5D (“SCC”);

(3) SALFORD ROYAL NHS FOUNDATION TRUST of Trust Headquarters, Mayo Building, Salford Royal NHS Foundation Trust, Stott Lane, Salford, M6 8HD (“SRFT”);

(4) GREATER MANCHESTER WEST MENTAL HEALTH NHS FOUNDATION TRUST of Trust Headquarters, Bury New Road, Prestwich, Manchester, M25 3BL (“GMW”)

with the CCG, SCC, SRFT and GMW referred to as the “Statutory Partners” to the MOU

(5) NHS ENGLAND (GREATER MANCHESTER) of 4th floor, 3 Piccadilly Place, London Road, Manchester, M1 3BN (“NHS England”)

(6) SALIX HEALTH LIMITED COMPANY of Gill Medical Centre, 5 Harriet Street, Salford, M28 3DR (“Salix Health”)

with NHS England and Salix Health referred to as the “Honorary Participants” to the MOU

and the Statutory Partners and Honorary Participants referred to as the ‘Parties’ to the MOU

BACKGROUND

(A) The Statutory Partners have been working together for over two years to develop a more integrated system of care for older people in Salford.

(B) This work has been taken forward through Salford’s Integrated Care Programme “ICP”) which has a dual line of reporting to each of the organisations' governing committees and Salford’s Health and Wellbeing Board. GP Practices have been actively engaged in this work and Salix Health has recently joined the ICP.

(C) A new model of care has been developed which is currently being rolled out city-wide. This is supported by a joint Service and Financial Plan and a section 75 pooled commissioning agreement for older people. The four statutory partners and Salix Health have entered into an Alliance Agreement, which commenced on 1 October 2014. This provides a formal mechanism for aligning services and resources within a single contractual framework, with joint standards and performance indicators.
In discussions between the Statutory Partners there has been broad recognition of the advantages of delivering integrated health and social care services. There has also been support in principle to the idea of simplifying the management of services, with commissioners contracting through a lead agency. Each of the Statutory Partners has provided commitment, in principle, to the establishment of an Integrated Care Organisation (“ICO”) in Salford.

**IT IS AGREED** that:

1 **Purpose and Status of this MOU**

1.1 The purpose of this Memorandum of Understanding (“MOU”) is to set out:

   (a) The function and scope of the proposed ICO;
   (b) The principles that will underpin the MOU and this collaborative effort; and
   (c) The arrangements for the operation of this MOU and the proposed timetable for the development and implementation of the ICO.

1.2 This MOU is not exhaustive and, with the exception of the confidentiality clause, is not intended to be legally binding between any of the Parties.

1.3 The Statutory Partners may, subject to unanimous support, choose to extend this Agreement to incorporate other commissioners or care providers.

2 **Function of the Integrated Care Organisation**

2.1 The Statutory Partners have identified a collective desire to develop an ICO that enables holistic care and support to be provided to Salford’s adult and older peoples’ population, and that it incorporates the full range of health, social care and wellbeing services that are required to meet the needs of the population.

2.2 The overall aim is to establish an ICO in Salford that:

   (a) Enables the delivery of world-class integrated health and care services for adults and older people;
   (b) Has a true population focus, geared to deliver preventative and anticipatory care and supporting peoples’ reablement and independence;
   (c) Delivers a progressive shift in care away from an institutional setting (inpatient care and care homes) towards peoples’ homes; and
   (d) Aligns with and supports the strategic aims of the ICP and Salford’s Joint Health & Wellbeing Strategy.

2.3 Each of the Statutory Partners has made a commitment, in principle, to the establishment of the ICO and have agreed that:
(a) It will have responsibility for ensuring the provision of integrated health, social care and support for adults and older people;
(b) It will be formed through a prime provider and subcontracting model;
(c) SRFT takes on the role of the prime provider; and
(d) It will entail the direct transfer of SCC adult social care services to SRFT, as the prime provider, and the subcontracting of services from GMW and other organisations.

2.4 The potential scope, its role and functions and the organisational changes that will be required are set out in the Strategic Outline Case (“SOC”), which has been approved by each of the Statutory Partners (appendix A).

2.5 The Honorary Participants have also confirmed their support to the aims and objectives of the ICO.

3 Support and Enabling Services

3.1 As part of the development of the ICO, the potential impact on support and enabling services will be reviewed. The Statutory Partners also recognise that there may be additional benefits in developing shared back-office functions and have agreed to initiate a review of the opportunities to secure better value-for-money through the establishment of shared services.

4 Principles underpinning the MOU

4.1 The Parties agree to the following principles underpinning this MOU and the development of the ICO:-

(a) Secure best value for the public sector in terms of outcomes per pound spent;
(b) Direct resources to the right place in order to adequately and sustainably fund the right care as defined by the new care model;
(c) Ensure that Salford’s model of care is delivered coherently and services are not fragmented by organisational, professional or service boundaries;
(d) Reward positive outcomes for the population’s health and wellbeing;
(e) Operate as a single, integrated high performance team and make decisions to achieve outcomes that are best for older people and the public;
(f) Encourage cooperative behaviour between themselves and engender a culture of Best for Project including no fault, no blame and no disputes;
(g) Ensure effective engagement with stakeholders when considering or planning service changes;
(h) Promote innovation and focus on the care and experience of service users and potential beneficiaries of integrated care;
(i) Work together on an open book basis (including cost transparency); and
(j) Share the risks and rewards associated with good or poor overall performance.

4.2 The Parties agree that decision-making should be by consensus.
5 Governance Arrangements

5.1 The project management arrangements, phasing and governance for this programme of work are set out in the Project Initiation Document (“PID”), which has been approved by each of the Statutory Partners (appendix B).

5.2 The Statutory Partners have agreed to delegate responsibility for the development of this work to an ICO Steering Group, which has responsibility to:-

(a) Refine and further develop the case for change for the ICO;
(b) Ensure there is clarity about the scope of the ICO and the population it will serve;
(c) Clarify and confirm the proposed services to be included within the ICO;
(d) Identify the benefits that will be delivered by the ICO (for each organisation and the health and social care economy);
(e) Develop proposals for how the ICO will be established and governed;
(f) Identify options for the inclusion of General Practice within the ICO;
(g) Develop clear arrangements for those services that would be subcontracted;
(h) Undertake Due Diligence where it is proposed services transfer and/or there is a change in organisational accountability;
(i) Identify and satisfy regulatory implications, including any external approvals;
(j) Develop a joint approach to communications and engagement;
(k) Identify Organisational Development work required to create a shared vision, common purpose and climate of trust; and
(l) Ensure effective arrangements are established for contracting and risk sharing.

5.3 The Terms of Reference and membership of the Steering Group are set out in the enclosed PID.

6 Project Phases and Timetable

6.1 The Statutory Partners have agreed that the establishment of the ICO will be managed in four separate phases:-

- Phase 1: Due Diligence and Formal Decisions (September 2014 - March 2015)
- Phase 2: Shadow Management (April 2015 - September 2015)
- Phase 3: First Stage Transfer (September 2015)
- Phase 4: Second Stage Transfer (April 2016)

6.2 The purpose of phasing is to mitigate risk and ensure that all requirements are satisfied for each stage in the project, before moving to the next phase. As such, the timings are indicative and will need to be subject to ongoing review.
6.3 The project plan below sets out the key project workstreams, draft timescales and associated actions that will need to be undertaken for the first phase of the ICO development.

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<tr>
<th>Workstream</th>
<th>Timescale</th>
<th>Actions Required</th>
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| Project Initiation (completed)    | Sept 2014 – Nov 2014 | • Finalise and approve PID  
• Secure organisational approval to strategic intent as part of approval of PID and OBC (decision point)  
• Joint communication to staff and engagement with key stakeholders |
| Due Diligence                    | Oct 2014 – Feb 2015 | • Agree scope and commence Due Diligence  
• Secure support to open book approach by each affected partner  
• Commission external support |
| ICO scope and governance         | Sept 2014 – Feb 2015 | • Finalise the scope of the ICO, the population it will serve and the services to be included  
• Develop proposals for how the ICO will be established and governed  
• Identify options for the inclusion of General Practice within the ICO  
• Secure organisational approval to the scope of the ICO (decision point) |
| Benefits Realisation             | Nov 2014 – Feb 2015 | • Identify the benefits that will be delivered through the establishment of the ICO  
• Establish arrangements for monitoring benefits |
| External Approvals               | Sept 2014 – Mar 2015 | • Identify external regulatory requirements  
• Initiate engagement with Monitor and CQC  
• Produce outline business case  
• Undertake Monitor self-assessment (potential decision point) |
| Prepare for Implementation       | Dec 2014 – Feb 2015 | • Identify Organisational Development work required to create a shared vision, common purpose and climate of trust  
• Commence negotiation on contractual implications (financial values, KPIs etc)  
• Develop a Transfer and Integration Plan  
• Develop PID for Phase 2 and review governance arrangements (decision point) |
Data Sharing and Confidentiality

7.1 As part of the Due Diligence and planning process, the Statutory Partners acknowledge and agree that each may be required to disclose to others, information which is regarded as confidential or commercially sensitive. The Statutory Partners undertake for themselves and their respective Boards and employees:

(a) The disclosing party shall confirm whether information is to be regarded as confidential prior to its disclosure;
(b) All Statutory Partners shall use no lesser security measures and degree of care in relation to any confidential information received from the other party than it applies to its own confidential information;
(c) The Statutory Partners shall not disclose any confidential information of the other Parties to any third party without the prior written consent of the other Parties; and
(d) On the termination of this Agreement, each Statutory Partners shall return any documents or other material in its possession that contains confidential information of the other Parties.

7.2 Clause 6.1 shall not apply to any information which is already in the public domain (other than by a breach of this Agreement), or where disclosure is required by law or in relation to any information which is lawfully requested by the government, Monitor or NHS England.

7.3 The Statutory Partners have agreed that information will be shared with external advisors to Due Diligence work to be undertaken. For the avoidance of doubt:

(a) The Statutory Partners that are subject to this MOU agree to provide in a timely manner and without restriction all appropriate information requested and required by the advisors to carry out the work including but not limited to relevant detailed financial, activity, workforce and estates related information;
(b) All Statutory Partners agree that publically available information may be shared fully with all other Parties that are subject to this agreement;
(c) Non-publically available information provided to the advisors as part of Due Diligence including (but not limited to) relevant financial, activity, workforce and estates related information will be held securely by the advisors and not shared with the other parties connected to this project without the express permission of the relevant originating organisation; and
(d) No information will be shared with parties outside of the project.

7.4 The Honorary Participants recognise that information may be shared with them, as part of the planning for the ICO, which is commercially sensitive or confidential and agree not to disclose any such information to any third party without the prior written consent of the Statutory Partners.
Signed by Alan Campbell, Chief Operating Officer
For and on behalf of

**NHS SALFORD CLINICAL COMMISSIONING GROUP**

We confirm our agreement to the above

Signed by Ian Stewart, City Mayor
For and on behalf of

**SALFORD CITY COUNCIL**

We confirm our agreement to the above

Signed by Sir David Dalton, Chief Executive
For and on behalf of

**SALFORD ROYAL NHS FOUNDATION TRUST**

We confirm our agreement to the above

Signed by Bev Humphrey, Chief Executive
For and on behalf of

**GREATER MANCHESTER WEST MENTAL HEALTH NHS FOUNDATION TRUST**

We confirm our agreement to the above

Signed by Rob Bellingham, Director of Commissioning
For and on behalf of

**NHS ENGLAND (GREATER MANCHESTER)**

We confirm our agreement to the above

Signed by Salix Health Board Director
For and on behalf of

**SALIX HEALTH**

We confirm our agreement to the above