Wirral Community Health and Care NHS Foundation Trust

Memorandum of Understanding - Provider Collaborative of NHS Mental Health, Learning Disabilities and Community Services Provider Organisations across Cheshire & Merseyside

Meeting	Board of Directors		
Date	09/06/2021	**Agenda item**	**11**
Lead Director	Karen Howell, Chief Executive		
Author(s)	Alison Hughes, Director of Corporate Affairs		

Action required (please tick the appropriate box)

To Approve ☑	**To Discuss** ☐	**To Assure** ☐

Purpose

The Board of Directors is asked to consider the information shared in relation to the development of a Provider Collaborative for NHS organisations providing mental health, learning disabilities and community services to the people of Cheshire and Merseyside and seek any points of clarification from the Chief Executive.

Executive Summary

As members of the Board will be aware, since the COVID-19 outbreak provider organisations have been increasingly working together across Cheshire and Merseyside through either the Hospital Cell or the Out of Hospital Cell.

This, together with the development of proposals for Integrated Care Systems (which culminated in the publication of the White Paper in February 2021), has led the Chief Executives of NHS mental health, learning disabilities and community service provider organisations to explore options to represent their services' and patients' interests in future structural changes.

This has resulted in a proposal to establish the **Cheshire and Merseyside NHS Provider Organisations Mental Health, Learning Disabilities and Community Services Collaborative** to provide a joint voice to assist in the development of these new bodies (i.e. those supporting Integrated Care Systems) and work more closely together in tackling variation and innovating the services they provide.

The arrangements for this *Provider Collaborative* are outlined in the attached Memorandum of Understanding (MoU), which it is intended will continue to be developed as further details become available about the legislative and regulatory arrangements for the development of Integrated Care Systems.

The attached papers provide the background, purpose and objectives of the Provider Collaborative and the full MoU document.

NEXT STEPS

Subject to the feedback from the respective Boards, it is intended to create this Provider Collaborative over the summer.
Initially the existing fortnightly Chief Executive meetings will become the Provider Collaborative's Forum, referred to in Schedule 2 (Part 1) of the MoU. This will allow a coordinated approach to:

- taking account of the views of the respective Boards;
- establishing the Provider Collaborative; and

- discussing in more detail the priorities of the Provider Collaborative.

It is recognised that further development work may be necessary in respect of the MoU, both to reflect the forthcoming legislative / regulatory proposals but also to perhaps strengthen certain aspects, subject to both feedback from Boards and the work of the Chief Executive through the Forum. However, given that the MoU is not legally binding nor seeking to take responsibility for statutory functions, Chief Executives were of the view it provided a robust starting point to allow the Provider Collaborative to move forward.

Chief Executives will provide regular updates to their respective Boards on the work of the Provider Collaborative.

Risks and opportunities:

Any risks to the Trust will be considered and included either on the organisational risk register or on the Board Assurance Framework to drive Board oversight and discussion.

Quality/inclusion considerations:

Quality Impact Assessment completed and attached No

Equality Impact Assessment completed and attached No

Not applicable.

Financial/resource implications:

None identified in relation to the Memorandum of Understanding documentation.

Trust Strategic Objectives

Please select the top three Trust Strategic Objectives that this report relates to, from the drop down boxes below.

Our Populations - improving services through integration and better coordination	Our Performance - growing community services across Wirral, Cheshire & Merseyside	Our Performance - increase efficiency of all services

Board of Directors is asked to consider the following action

The members of the Board are asked to;

- support the development of a Provider Collaborative for NHS organisations providing mental health, learning disabilities and community services to the people of Cheshire and Merseyside

- provide the Chief Executive with delegated authority to sign the MoU on behalf of the Trust.

Report history

Submitted to	Date	Brief summary of outcome
No previous reporting history	-	-

BACKGROUND

1. The attached MoU supports the establishment of a group to both represent the interests of, and support joint working between, all those NHS organisations that provide mental health, learning disabilities and community services to the people of Cheshire and Merseyside, specifically:
   a) Alder Hey Children's NHS Foundation Trust;
   b) Bridgewater Community Healthcare NHS Foundation Trust;
   c) Cheshire & Wirral Partnership NHS Foundation Trust;
   d) Mersey Care NHS Foundation (which now also includes services provided by the North West Boroughs Healthcare NHS Foundation Trust);
   e) St Helens and Knowsley Teaching Hospitals NHS Trust; and
   f) Wirral Community Health and Care NHS Foundation Trust

2. Chief Executives of the above NHS providers have been asked to raise this proposal and share this MoU with their Boards over the coming months.

PURPOSE AND OBJECTIVES

3. The purpose and objectives of this proposed Provider Collaborative are described in section 4 of the MoU.

4. ***Purpose*** - in particular, the MHLDC[1] Provider Collaborative will facilitate a forum through which the NHS Provider Organisations responsible for the provision of the majority of NHS mental health, learning disabilities and community services to the people of Cheshire and Merseyside can contribute to the development and delivery of the local ICS by working together to:
   a) help plan services, balancing the needs of PLACE against the provisions and sustainability of high-quality mental health, learning disabilities and community services;
   b) explore and ensure opportunities for the best use of resources supporting the delivery of mental health, learning disabilities and community services (narrowing the performance curve);
   c) tackle variation through transparent data, peer review and support arrangements;
   d) equalise access (tackling inequality across Cheshire and Merseyside) and equalise pressures on individual organisations
   e) maximise the expertise, knowledge and learning opportunities between and across the Parties, to help improve mental health, learning disabilities and community services culture and service provisions locally;
   f) provide opportunities for innovation at scale: shifting the performance curve while guarding against any inequality impact;

5. ***Objectives*** - the main objectives for the MHLDC Provider Collaborative shall include:
   a) enabling people to take more responsibility for their own health and well-being;

[1] MHLDC - Mental Health, Learning Disabilities and Community

b) better understanding the clinical needs of our population through the use of a population health management approach and thereby to maximise the opportunity to prevent, and to intervene early to reduce the need for more intensive ongoing care;

c) reducing health inequalities across the area;

d) reducing service variation and supporting a standardised approach where appropriate whilst recognising the importance of person-centred care;

e) developing new ways of working that will ensure patients receive consistently high standards of care;

f) delivering services care closer to home, wherever appropriate;

g) evolving clinical pathways to be better integrated across providers to improve patient experience;

h) aligning our strategic direction and whenever possible supporting and developing a shared Quality Strategy and systems and take a single, system wide approach to the delivery and monitoring of quality whilst not taking away from place-based care which is locally needs led;

i) delivering peer support and clinical governance support to our staff across the MHLDC Provider Collaborative;

j) improving recruitment and retention of staff across the MHLDC Provider Collaborative;

k) offering rotational opportunities across the MHLDC Provider Collaborative to staff from the separate organisations to enable career development;

l) improving staff and workplace wellbeing, and build a sustainable and highly skilled health and care workforce in Cheshire & Merseyside;

m) whilst working collaboratively across Cheshire and Merseyside, we will also work within our places to improve outcomes with our populations and other parties.

Commencement Date:_____ 2021

MEMORANDUM OF UNDERSTANDING

For a PROVIDER COLLABORATIVE of NHS Mental Health, Learning Disabilities and Community Services Provider Organisations across Cheshire and Merseyside

Between:

(1) ALDER HEY CHILDREN'S NHS FOUNDATION TRUST

(2) BRIDGEWATER COMMUNITY HEALTHCARE NHS FOUNDATION TRUST

(3) CHESHIRE AND WIRRAL PARTNERSHIP NHS FOUNDATION TRUST

(4) MERSEY CARE NHS FOUNDATION TRUST

(5) ST HELENS AND KNOWSLEY TEACHING HOSPITALS NHS TRUST

(6) WIRRAL COMMUNITY HEALTH AND CARE NHS FOUNDATION TRUST

No	Comment / Distribution	Date
Drafts 0-0 to 0-4	Shared with members (either individually or collectively) of the Cheshire & Merseyside Community Providers CEO Meetings for their comment and deliberations.	February to May 2021
1.1	For consideration by the Boards of prospective member organisations.	June 2021

CONTENTS

This **Memorandum of Understanding** (the "**MoU**") is made between

(1) **ALDER HEY CHILDREN'S NHS FOUNDATION TRUST** of Eaton Road, Liverpool, L12 2AP ("**Alder Hey Children's**"); and

(2) **BRIDGEWATER COMMUNITY HEALTHCARE NHS FOUNDATION TRUST** of Europa Point, Europa Boulevard, Warrington, Cheshire, WA5 7TY ("**Bridgewater**"); and

(3) **CHESHIRE AND WIRRAL PARTNERSHIP NHS FOUNDATION TRUST** of Redesmere, Countess of Chester Health Park, Liverpool Road, Chester, CH2 1BQ ("**CWP**"); and

(4) **MERSEY CARE NHS FOUNDATION TRUST** of V7 Building, Kings Business Park, Prescot, Liverpool, L34 1PJ ("**Mersey Care**"); and

(5) **ST HELENS AND KNOWSLEY TEACHING HOSPITALS NHS TRUST** of Whiston Hospital, Warrington Road, Prescot, Liverpool, L35 5DR ("**STHK**"); and

(6) **WIRRAL COMMUNITY HEALTH AND CARE NHS FOUNDATION TRUST** of St Catherine's Health Centre, Derby Road, Birkenhead, Wirral, CH42 0LQ ("**Wirral Community**").

together referred to in this MoU as the "Parties" and "Party" shall be construed accordingly. Nominated representatives from the above **NHS PROVIDER ORGANISATIONS** - the main NHS Provider Organisations responsible for the provision of **MENTAL HEALTH, LEARNING DISABILITIES** and **COMMUNITY** services to the people **CHESHIRE & MERSEYSIDE** - will be delegated members of the **CHESHIRE AND MERSEYSIDE NHS PROVIDER ORGANISATIONS MENTAL HEALTH, LEARNING DISABILITIES AND COMMUNITY SERVICES COLLABORATIVE** ("**C&M MHLDC Provider Collaborative**" or "**MHLDC Provider Collaborative**")

BACKGROUND

(A) In February 2020 the Secretary of State for Health and Social Care launched the White Paper ***Integration and innovation: working together to improve health and social care for all – Department of Health and Social Care's legislative proposals for a Health and Care Bill*** which outlined a number of changes, including establishing **INTEGRATED CARE SYSTEMS** ("**ICS**") through improved system working.

(B) Building upon the work initiated by the work of the **CHESHIRE AND MERSEYSIDE HEALTH AND CARE PARTNERSHIP** ("**C&MHCP**") and the **CHESHIRE AND MERSEYSIDE PROVIDER COLLABORATIVE** ("**Provider Collaborative**"), as we move towards the creation of a local statutory **ICS NHS BODY** and **ICS HEALTH & CARE PARTNERSHIP** envisaged by the White Paper, the Parties have come together as the MHLDC Provider Collaborative to (i) provide a joint voice to assist in the development of these new bodies and (ii) work more closely together in tackling variation and innovating the services they provide.

(C) The MHLDC Provider Collaborative provides a focus for NHS providers collectively to ensure consistency of service standards and equity of outcomes across Cheshire and Merseyside and to optimise the delivery and sustainability of those services that benefit from delivery at scale (horizontal integration). Parties are also committed to acting as full partners in the emerging Place Based Collaboratives, to deliver vertically integrated health and social care to local populations. The form of the MHLDC Provider Collaborative and Place Based Collaboratives will evolve as their functions develop, and in line with NHS England / Improvement (NHSEI) guidance and the delegation of responsibilities from the ICS as appropriate. This MoU will be amended to reflect the changes necessary to progress towards full MHLDC Provider Collaborative maturity.

1. PURPOSE AND EFFECT

1.1. The Parties have agreed to work together on behalf of their service users and the populations they serve to deliver the best possible experience and outcomes within available resources as part of the continuing development of ICS. The Parties wish to record the basis on which they will work with each other to this end in this MoU and intend to act in accordance with its terms.

1.2. This MoU sets out:

1.2.1. the Scope, Purpose and Objectives for the MHLDC Provider Collaborative (section 4);

1.2.2. the Principles for working together (section 5);

1.2.3. the governance structures the Parties will put in place (section 7); and

1.2.4. the respective roles and responsibilities of the Parties.

1.3. The Parties agree that, notwithstanding the good faith consideration that each Party has afforded the terms set out in this MoU and save as provided in paragraph 1.4 below, this MoU shall not be legally binding. The Parties enter into this MoU intending to honour all their obligations.

1.4. The paragraphs of this MoU relating to:

1.4.1. Data Sharing and Confidentiality (paragraphs 8.1 to 8.8),

1.4.2. Legal Status (paragraphs 14.1 to 14.2),

1.4.3. Force Majeure (paragraph 17.1),

1.4.4. Partnership (paragraph 18.1), and

1.4.5. Governing Law and Jurisdiction (paragraph 19.1)

shall come into force from the date hereof and shall give rise to legally binding commitments between the Parties.

2. ACTIONS TAKEN PRIOR TO AND POST THE COMMENCEMENT DATE

2.1. Each of the Parties acknowledges and confirms that as at the date of this MoU it has obtained all necessary authorisations to enter into this MoU and made any necessary amendments to its own internal governance, standing orders and schemes of delegation.

3. DURATION

3.1. This MoU shall commence on the **COMMENCEMENT DATE** and will continue unless and until terminated in accordance with its terms.

4. SCOPE, PURPOSE AND OBJECTIVES

4.1. ***Scope*** – the development of the MHLDC Provider Collaborative provides an opportunity for the Parties to fully contribute to the development of the ICS across Cheshire and Merseyside whilst also ensuring that NHS-provided mental health, learning disabilities and community services, which have often suffered from a lack of longer term strategy, scale and stability – particularly when compared with the development of the NHS-provided acute services – have the ability collectively to expound the case for and benefits of NHS-provided mental health, learning disabilities and community services.

4.2. ***Purpose*** – in particular the MHLDC Provider Collaborative will facilitate a forum through which the NHS Provider Organisations responsible for the provision of the majority of NHS mental health, learning disabilities and community services to the people of Cheshire and Merseyside can contribute to the development and delivery of the local ICS by working together to:

4.2.1. help plan services, balancing the needs of PLACE against the provisions and sustainability of high quality mental health, learning disabilities and community services;

4.2.2. explore and ensure opportunities for the best use of resources supporting the delivery of mental health, learning disabilities and community services (narrowing the performance curve);

4.2.3. tackle variation through transparent data, peer review and support arrangements;

4.2.4. equalise access (tackling inequality across Cheshire and Merseyside) and equalise pressures on individual organisations

4.2.5. maximise the expertise, knowledge and learning opportunities between and across the Parties, to help improve mental health, learning disabilities and community services culture and service provisions locally;

4.2.6. provide opportunities for innovation at scale: shifting the performance curve while guarding against any inequality impact;

4.2.7. work collaboratively to meet workforce challenges.

4.3. ***Objectives*** - the main objectives for the MHLDC Provider Collaborative shall include:

4.3.1. enabling people to take more responsibility for their own health and well-being;

4.3.2. better understanding the clinical needs of our population through the use of a population health management approach and thereby to maximise the opportunity to prevent, and to intervene early to reduce the need for more intensive ongoing care;

4.3.3. reducing health inequalities across the area;

4.3.4. reducing service variation and supporting a standardised approach where appropriate whilst recognising the importance of person centred care;

4.3.5. developing new ways of working that will ensure patients receive consistently high standards of care;

4.3.6. delivering services care closer to home, wherever appropriate;

4.3.7. evolving clinical pathways to be better integrated across providers to improve patient experience;

4.3.8. aligning our strategic direction and whenever possible supporting and developing a shared Quality Strategy and systems and take a single, system wide approach to the delivery and monitoring of quality whilst not taking away from place-based care which is locally needs led;

4.3.9. delivering peer support and clinical governance support to our staff across the MHLDC Provider Collaborative;

4.3.10. improving recruitment and retention of staff across the MHLDC Provider Collaborative;

4.3.11. offering rotational opportunities across the MHLDC Provider Collaborative to staff from the separate organisations to enable career development;

4.3.12. improving staff and workplace wellbeing, and build a sustainable and highly skilled health and care workforce in Cheshire & Merseyside;

4.3.13. whilst working collaboratively across Cheshire and Merseyside, we will also work within our places to improve outcomes with our populations and other parties.

4.4. ***Out of Scope*** – day to day operational issues are not the focus of the MHLDC Provider Collaborative and these will be handled by each Party in liaison with their respective regulator. Examples of operational issues out of scope include but are not limited to information relating to:

4.4.1. contracts with commissioners;

4.4.2. terms and conditions of employment;

4.4.3. the costs or inputs of providing a service; and

4.4.4. future strategy, plans or pricing for service provision.

5. PRINCIPLES

5.1. All Parties agree to the following principles in relation to working together through the MHLDC Provider Collaborative, in order to:

5.1.1. act collaboratively and in the best interest of the collective membership of the MHLDC Provider Collaborative recognising that the success of the

MHLDC Provider Collaborative will maximise benefits for the public, people who access services and each of the members;

5.1.2. act in the best interests of people who access services and an engaged public;

5.1.3. demonstrably improve the quality and clinical outcomes of the learning disability, mental health and community services which the Parties provide to their patients;

5.1.4. work as a partnership of equals;

5.1.5. adopt an open and constructive relationship with each other in relation to the MHLDC Provider Collaborative;

5.1.6. at all times, act in good faith towards one another

5.1.7. be cognisant of the sustainability of the system and the development of the local ICS;

5.1.8. learn lessons and

5.1.9. manage all information supplied by other parties in a confidential manner.

6. PROBLEM RESOLUTION AND ESCALATION

6.1. The Parties agree to adopt a systematic approach to problem resolution which recognises the Principles set out in section 5.

6.2. If a problem, issue, concern or complaint comes to the attention of a Party in relation any matter within the scope of this MoU, such Party shall notify the other and the Parties each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion.

6.3. Save as otherwise specifically provided for in this MoU, any dispute arising between the Parties out of or in connection with this MoU will be resolved thorough discussion and / or correspondence between the Chief Executives of the Parties.

7. GOVERNANCE ARRANGEMENTS

7.1. MHLDC Provider Collaborative Forum

7.1.1. The Parties agree to establish the **MHLDC PROVIDER COLLABORATIVE FORUM** ("**Forum**''). For the avoidance of doubt the Forum shall not be a committee of any Party.

7.1.2. The Forum is the group responsible for leading the Parties to:

a) provide a joint voice representing mental health, learning disabilities and community services NHS provider organisations to assist in the development of the local ICS arrangements;

b) work more closely together in tackling unnecessary variation and innovating the mental health, learning disabilities and community services provided by the Parties; and

c) to review the Objectives for the MHLDC Provider Collaborative;

d) other responsibilities as defined in its terms of reference set out in Part 1 of Schedule 2 (MHLDC Provider Collaborative Forum – Terms of Reference).

7.2. MHLDC Provider Collaborative Management Group

7.2.1. The Parties agree to establish the **MHLDC PROVIDER COLLABORATIVE MANAGEMENT GROUP** ("**Management Group**") which will be responsible for coordinating the work of the MHLDC Provider Collaborative and developing recommendations for consideration of the Forum. For the avoidance of doubt the Management Group shall not be a committee of any Party.

7.2.2. The terms of reference for the Management Group shall be as set out in Part 2 of Schedule 2 (MHLDC Provider Collaborative Management Group– Terms of Reference).

7.3. The Parties will communicate with each other clearly, directly and in a timely manner to ensure that the members of the Forum and the Management Group are able to make effective and timely decisions in relation to the Purpose, Scope and Objectives of the MHLDC Provider Collaborative.

7.4. The Parties will ensure appropriate attendance from their respective organisations at all meetings of the Forum and the Management Group and that their representatives act in accordance with the Principles.

8. DATA SHARING AND CONFIDENTIALITY

8.1. For the purposes of any applicable data protection legislation the Parties shall be the data controller of any Personal Data (as defined in the UK General Data Protection Regulation (UK GDPR)) created in connection with the conduct or performance of the principles of this MoU.

8.2. Where appropriate the Parties agree to use all reasonable efforts to assist each other to comply with their respective responsibilities under any applicable data protection legislation. For the avoidance of doubt, this may include providing other Parties with reasonable assistance in complying with subject access requests and consulting with other Parties, as appropriate, prior to the disclosure of any Personal Data (as defined in the UK GDPR) created in connection with the conduct or performance of this MoU in relation to such requests.

8.3. All Parties will adhere to all applicable statutory requirements regarding data protection and confidentiality. The Parties agree to co-operate with one another with its respective statutory obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

8.4. The Parties, shall not, (save as permitted by this paragraph) either during or after the period of this Agreement divulge or permit to divulge to any person (including the parties to this MoU) any information acquired by connection with this MoU or in connection with this MoU which concerns:

8.4.1. any matter of commercial interest contained or referred to in this MoU;

8.4.2. all Parties' manner of operations, staff or procedures;

8.4.3. the identity or address or medical condition or treatment of services received by any client or patient of any of the Parties;

8.4.4. unless previously authorised by the parties concerned in writing provided that these obligations will not extend to any information which is or shall become public information available otherwise than by reason of a breach by the Parties of the provisions of this clause

8.5. For the avoidance of doubt, nothing in this MoU shall be construed as preventing any rights or obligations that the Parties may have under the Public Interest Disclosure Act (1998) and / or any obligations that the Parties have or may have to raise concerns about any malpractice with regulatory or other appropriate statutory bodies pursuant to his professional and ethical obligations including those obligations set out in the guidance issued by regulatory or other appropriate statutory bodies from time to time.

8.6. The Parties acknowledge and agree that each may be required to disclose Confidential Information to others. For the purpose of this MoU Confidential Information means the provisions of this MoU and all information provided in connection with this MoU which is secret or otherwise not publicly available (in both cases in its entirely or in part) including commercial, financial, marketing or technical information, know-know, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this MoU. The Parties undertake for themselves and their respective Boards and employees:

8.6.1. the disclosing Party shall confirm whether information is to be regarded as confidential prior to its disclosure by clearly marking all such documents with 'Confidential';

8.6.2. all Parties 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;

8.6.3. the Parties shall not disclose any Confidential Information of the other Parties to any third party without the prior written consent of the other Parties;

8.6.4. on the termination of this MoU, each Party shall return any documents or other material in its possession that contains confidential information of the other Parties; and

8.6.5. all Parties agree that there may be a need for external contractors to request and access information for the sole purposes of advancing the work of the MHLDC Provider Collaborative which will be made explicit prior to access being given to parties.

8.7. The Parties that are subject to this MoU agree to provide in a timely manner and without restriction all information requested and required by the relevant designated Business Intelligence project team (either internal team or external contractor) to carry out the work including but not limited to relevant detailed financial, activity, workforce and estates related information pertaining to the proposed changes;

8.7.1. all Parties agree that publicly available information may be shared fully with all other Parties that are subject to this agreement;

8.7.2. non-publicly available information provided to the designated team or contractor as part of this project including (but not limited to) relevant financial, activity, workforce and estates related information will be held securely by the contractor and not shared with the other providers, commissioners connected to this project without the express permission of the relevant originating organisation; and

8.7.3. no information will be shared with parties outside of the membership of the MHLDC Provider Collaborative.

8.8. Paragraph 8.5 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 government, Monitor or NHS England.

9. RESOURCING

9.1. All Parties agree that the success of the MHLDC Provider Collaborative relies on effective resources being made to support the Scope and Purpose

9.2. The MHLDC Provider Collaborative shall apply for funding through the Cheshire and Merseyside Health and Care Partnership (C&MHCP), NHS England / Improvement's Regional Team and other external sources for resources to support the operation and delivery of the Objectives for the MHLDC Provider Collaborative.

9.3. The Forum shall collectively agree the budget and prioritisation of resources in line with the Scope, Purpose, Objectives and Principles outlined in the MoU, based upon recommendations prepared by the Management Group.

9.4. Should bidding for funding be unsuccessful or should the Parties wish to consider developments not funded, each Party will be asked to consider what resources it can make (including in kind) to support the operation and delivery of the Objectives for the MHLDC Provider Collaborative, based upon an equitable split based on the size and capacity of the organisation. If resources do have to be made available through each Party, a schedule will be prepared (Schedule 3) recording these arrangements for attachment to this MoU.

9.5. Where resources are managed jointly on behalf of the Parties these shall be managed on behalf of the Parties by the **HOST ORGANISATION**.

10. APPLYING FOR MEMBERSHIP

10.1. Any NHS Provider Organisation responsible for the provision of mental health and community services for the people of Cheshire and Merseyside (the "**APPLICANT**") may apply for membership of the MHLDC Provider Collaborative in writing (including email) to the Chair of the Forum, who shall in turn pass this to the Chair of the Management Forum and the Host Organisation's Trust Secretary.

10.2. Applications will be considered in the first instance by the Management Group which shall take account:

10.2.1. the Applicants commitment to the Scope, Purpose, Objectives and Principles as set out in this MoU;

10.2.2. the scale of the provision of mental health, learning disabilities and community services to the people of Cheshire and Merseyside by the Applicant; and

10.2.3. any other factors the Management Group determine may be relevant.

10.3. The Management Group shall submit a recommendation to the Forum as to whether or not the Applicant should be invited to join the MHLDC Provider Collaborative, outlining the reasons for its recommendation, including what, if any, other factors it determined were relevant.

10.4. Following consideration of the Management Group's recommendation, the Forum shall determine whether or not to extend an invitation to the Applicant, and the Chair of the Forum will write to the Applicant to inform them of the Forum's decision. If the Forum agrees to extend an invitation, then all Parties understand this MoU will be updated to reflect the Applicant joining the MHLDC Provider Collaborative.

10.5. The decision of the Forum shall be final in all matters relating to an organisation applying to become a member of the MHLDC Provider Collaborative.

11. TERM AND REVIEW

11.1. This MoU commences on the date it is entered into and will continue unless terminated in accordance with paragraph 12.1.

11.2. The MoU shall be reviewed by the Parties at least annually after the commencement date.

12. NOTICE AND TERMINATION

12.1. All Parties reserve the right to withdraw from the MoU at any point without penalty, by informing the other Parties of their intention to do so in writing with a minimum of three months notice

12.2. Reasons for termination may include, but are not restricted to, where it is felt there is a detriment to the performance of any Parties because of this MoU.

13. SEVERABILITY

13.1. If any provision of this MoU is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

14. LEGAL STATUS

14.1. With the exception of the Parties' duties of data protection and confidentiality set out above at paragraphs 8.1 to 8.3 (inclusive), the Parties acknowledge that this MoU is a non-binding agreement between the Parties. It has no legal standing and no party will seek redress through any legal process. It is expected, however, that for the duration of the MoU all parties will adhere to the terms of the MoU as outlined.

14.2. Despite the general lack of legal obligation (with exceptions set out above) imposed by this MoU, the Parties have each given proper consideration to the terms set out in this MoU and agree to act in good faith and in accordance with its terms. The legally binding obligations of this MoU will cease to have effect upon termination of this MoU.

15. VARIATION TO THE MEMORANDUM OF UNDERSTANDING

15.1. Should it become necessary, this MoU may be varied in writing subject to mutual MoU by all parties.

15.2. Where mutual agreement cannot be gained then the relevant notices outlined above may be invoked in order to terminate the MoU.

16. ACCRUED RIGHTS AND REMEDIES

16.1. Neither the expiration nor the termination of the MoU shall prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any party to this MoU.

17. FORCE MAJEURE

17.1. No party to the MoU shall be liable to the other party for any failure to perform its obligations under the MoU where such performance is rendered impossible by circumstances beyond its control, but nothing in this condition shall limit the obligations of all parties to use their best endeavours to fulfil their obligations under the MoU.

18. PARTNERSHIP

18.1. Nothing in this MoU shall create, imply or evidence any partnership or joint venture between the parties or the relationship between them or principal and agent.

19. GOVERNING LAW AND JURISDICTION

19.1. This MoU shall be governed by and construed in accordance with English law and each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

19.2. The following Parties have agreed to this MoU, which has been signed on behalf of each Party by the following authorised officer:

Signed by:	*Name*	
	Role	
	Dated:	
On behalf of:	**Alder Hey Children's NHS Foundation Trust**	

Signed by:	*Name*	
	Role	
	Dated:	
On behalf of:	**Bridgewater Community Healthcare NHS Foundation Trust**	

Signed by:	*Name*	
	Role	
	Dated:	
On behalf of:	**Cheshire and Wirral Partnership NHS Foundation Trust**	

Signed by:	*Name*	
	Role	
	Dated:	
On behalf of:	**Mersey Care NHS Foundation Trust**	

Signed by:	*Name*	
	Role	
	Dated:	
On behalf of:	**St Helens and Knowsley Teaching Hospitals NHS Trust**	

Signed by:	*Name*	
	Role	
	Dated:	
On behalf of:	**Wirral Community Health and Care NHS Foundation Trust**	

SCHEDULE 1
DEFINITIONS AND INTERPRETATION

The following words and phrases have the following meanings in this MoU:

Applicant	refers to any **NHS Provider Organisation** seeking to become a **Party** to the **MHLDC Provider Collaborative**
Approved Purpose	the delivery and management as defined in paragraph 4.2 under this **MoU**
Cheshire and Merseyside	the geographical area encompassing the following local authorities: (i) within the county of Cheshire • Cheshire East Council • Cheshire West and Chester Council • Halton Borough Council • Warrington Borough Council (ii) within the county of Merseyside • Knowsley Metropolitan Borough Council • Liverpool City Council • Sefton Metropolitan Borough Council • St Helens Metropolitan Borough Council • Wirral Metropolitan Borough Council
Cheshire and Merseyside Health and Care Partnership or **C&MHCP**	is the local Sustainability and Transformation Partnership representative body for **Cheshire and Merseyside**, envisaged as a building bloc for the development of **Integrated Care Systems**
Cheshire and Merseyside NHS Provider Organisations Mental Health and Community Services Collaborative or **Cheshire and Merseyside Provider Collaborative** or **C&M MHLDC Provider Collaborative** or **MHLDC Provider Collaborative**	the name of the representative body referred to in this document. See also **Provider Collaborative Forum** and **Provider Collaborative Management Group**
Commencement Date	to be confirmed
Community Service(s)	a NHS-funded service that provides a range of mental health, learning disabilities and physical health services in a community rather than a hospital setting in order to keep people well and / or treating and managing acute illness or long-term conditions and / or supporting people to live independently for adults, children or young people

Competition Sensitive Information	Confidential Information which is owned, produced and marked as Competition Sensitive Information by one of the Parties and which that Party properly considers is of such a nature that it cannot be exchanged with the other Party without a breach or potential breach of competition law. Competition Sensitive Information may include, by way of illustration, trade secrets, confidential financial information and confidential commercial information, including without limitation, information relating to the terms of actual or proposed contracts or sub-contract arrangements (including bids received under competitive tendering), future pricing, business strategy and costs data, as may be utilised, produced or recorded by any Party, the publication of which an organisation in the same business would reasonably be able to expect to protect by virtue of business confidentiality provisions
Confidential Information	all information which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this MoU, including Competition Sensitive Information
Data Protection Legislation	(i) the UK General Data Protection Regulation 2018 (UK GDPR); (ii) the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national Laws implementing them as amended from time to time; (iii) the Data Protection Act 2018; and (iv) all applicable Law about privacy, confidentiality or the processing of personal data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality
Dispute	any dispute arising between the Parties in connection with this document or their respective rights and obligations under it
Dispute Resolution Procedure	any dispute shall be addressed between the Chief Executives of the Parties to this MoU in a manner to be agreed by the Chief Executives
Guidance	any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which the Parties have a duty to have regard (and whether specifically mentioned in this MoU or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Parties by a relevant regulatory body

Host Organisation	the Party to this document which agrees to manage any joint resources and / or host any seconded staff and / or provides administrative resources to support the operation of the MHLDC Provider Collaborative and its governance arrangements
ICS Health and Care Partnership	the statutory body envisaged by Government to represent the NHS, local government and partners in respect of the development and oversight of local **Integrated Care Systems**
ICS NHS Body	the statutory body envisaged by Government comprising of strategic planning function and representatives from NHS Bodies that will be responsible for the day to day running of local **Integrated Care Systems**
Information Governance Breach	an information governance serious incident requiring investigation, as defined in the IG Guidance for Serious Incidents
Integrated Care or **Integrated Care Systems** or **ICS**	as is referenced in *Integration and Innovation: working together to improved health and social care for all. The Department of Health and Social Care's legislative proposal for a Health and Care Bill* (Department of Health and Social Care, 11 February 2021)
Intellectual Property	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Law	• any applicable statute or proclamation or any delegated or subordinate legislation or regulation; • any applicable judgment of a relevant court of law which is a binding precedent in England; • Guidance; • National Standards (as defined in the NHS Standard Contract); and • any applicable code and "Laws" shall be construed accordingly
Mental Health Service(s)	a NHS-funded service that provides specialist community or inpatient mental health and / or learning disabilities and / or autistic spectrum disorder services for adults, children or young people

MoU or **Memorandum of Understanding**	this document incorporating the Schedules
NHS England / Improvement or **NHSEI**	The main regulator body for NHS providers and NHS commissioners
NHS Provider Organisation(s)	either NHS Trusts or NHS Foundation Trusts who provide mental health, learning disabilities or community services to the populations of **Cheshire and Merseyside**
NHS Standard Contract	the NHS Standard Contract as published by NHS England from time to time
Operational Days	a day other than a Saturday, Sunday or bank holiday in England
Party or **Parties**	the **NHS Provider Organisations** who are the signatories to this **Memorandum of Understanding**
Provider Collaborative Forum or **Forum**	the group established by the **Parties** pursuant to paragraph 7.1
Provider Collaborative Management Group or **Management Group**	the group established by the **Parties** pursuant to paragraph 7.2
Services	the services provided, or to be provided, by a Party pursuant to its respective Services Contract
Services Contract	a contract entered into by one of the Parties for the provision of Services, and references to a Services Contract include all or any one of those contracts as the context requires
Term	the Term of this Agreement pursuant to paragraph 11.1

SCHEDULE 2 (PART 1)
CHESHIRE & MERSEYSIDE PROVIDER COLLABORATIVE FORUM
Terms of Reference

1. PURPOSE

1.1. The purpose of the MHLDC Provider Collaborative Forum (the "Forum") is to lead the Parties to

1.1.1. provide a joint voice representing mental health, learning disabilities and community services NHS provider organisations to assist in the development of the local ICS arrangements;

1.1.2. work more closely together in tackling variation and innovating the mental health, learning disabilities and community services provided by the Parties

in accordance with the Principles set out in the Memorandum of Understanding (the "MoU"). The Forum will hold to account the MHLDC Provider Collaborative Management Group.

2. STATUS AND AUTHORITY

2.1. The Forum is established by the Chief Executives of the Parties, each of which remains a sovereign organisation, to provide a governance framework for the further development of joint working between them in line with the Principles.

2.2. The Forum is not a separate legal entity, and as such is unable to take decisions separately from the Parties, or bind any one of them; nor can one Party 'overrule' the other on any matter. As a result, the Forum will operate as a place for discussion of issues with the aim of reaching consensus between the Parties in line with the Principles.

2.3. The Forum will function through engagement and discussion between its members so that each Party makes a decision in respect of, and expresses its views about, each matter considered by the Forum. The decisions of the Forum will, therefore, be the decisions of the individual Party, the mechanism for which shall be authority delegated by the individual Parties to their representatives on the Forum.

2.4. The Parties will delegate to their representative(s) on the Forum such authority as is agreed to be necessary in order for it to function effectively in discharging its responsibilities in these terms of reference. The Parties will ensure that each of their representatives has equivalent delegated authority, which is in writing, agreed between the Parties and recognised to the extent necessary in their respective Schemes of Delegation (or similar) or through the approval or their respective Boards of Directors (where applicable) . The Parties will ensure that their Forum members understand the status of the Forum and the limits of the authority delegated to them.

3. ACCOUNTABILITY

3.1. The Forum is accountable to each of the Chief Executives of the Parties, who shall be responsible for informing their Boards on the work of the MHLDC Provider Collaborative.

4. RESPONSIBILITIES

4.1. The Forum is responsible for leading the Parties joint working in accordance with the Scope, Purpose and Objectives, in line with the terms of the MoU.

4.2. The members of the Forum will for example:

4.2.1. contribute to the development of the ICS across Cheshire and Merseyside whilst collectively explaining the case for and benefits of NHS-provided mental health, learning disabilities and community services;

4.2.2. help plan services, balancing the needs of PLACE against the provisions and sustainability of high quality mental health, learning disabilities and community services;

4.2.3. explore and ensure opportunities for the best use of resources supporting the delivery of mental health, learning disabilities and community services (narrowing the performance curve);

4.2.4. tackle variation through transparent data, peer review and support arrangements;

4.2.5. equalise access (tackling inequality across Cheshire and Merseyside) and equalise pressures on individual organisations

4.2.6. maximise the expertise, knowledge and learning opportunities between and across the Parties, to help improve mental health, learning disabilities and community services culture and service provisions locally;

4.2.7. provide opportunities for innovation at scale: shifting the performance curve while guarding against any inequality impact;

4.2.8. take account of any recommendation from the Management Group when considering applications to join the MHLDC Provider Collaborative; and

4.2.9. review the MoU – particularly the MHLDC Provider Collaborative's Scope, Purpose and Objectives – on an annual basis.

4.3. The Forum members will make decisions together at Forum meetings in respect of the Scope and Purpose of the MHLDC Provider Collaborative, including in relation to recommendations from the MHLDC Provider Collaborative Management Group.

4.4. When making decisions together at Forum meetings, the members will act in line with the Principles and their respective obligations under the MoU

5. MEMBERSHIP

5.1. The Forum will include the following members:

5.1.1. the Chief Executives (or their representative) from the following:

a) Alder Hey Children's NHS Foundation Trust (specifically in respect of the Child and Adolescent Mental Health Services (CAMHS) they provide),

b) Bridgewater Community Healthcare NHS Foundation Trust,

c) Cheshire And Wirral Partnership NHS Foundation Trust,

d) Mersey Care NHS Foundation Trust,

e) St Helens and Knowsley Teaching Hospitals NHS Trust (specifically in respect of the community services they provide); and

f) Wirral Community Health and Care NHS Foundation Trust.

5.1.2. the Managing Director of the MHLDC Provider Collaborative (as Chair of the MHLDC Provider Collaborative Management Group)

5.2. It is important that members commit to attending Forum meetings. Where a member cannot attend a meeting, the member can nominate a named representative to attend. Deputies must be able to contribute and make decisions on behalf of the organisation they are representing.

6. IN ATTENDANCE

6.1. The following non-voting members will attend Forum meetings:

6.1.1. a Trust Secretary from one of the Parties;

6.1.2. a Minute Secretary from the **HOST ORGANISATION**.

6.2. The Forum may invite others to attend meetings of the Forum as observers. Such observers will not participate in decisions

7. QUORUM

7.1. The Forum will be quorate if four of the Parties' representatives are present, one of whom shall be the Chair or the Deputy Chair. A member shall be deemed present if they are physically at the meeting or joining the meeting by telephone or video-conference.

8. CHAIR AND DEPUTY CHAIR

8.1. The Chair and Deputy Chair shall be selected by the Forum's members.

9. DECISION MAKING

9.1. The Forum will aim to achieve consensus wherever possible.

9.2. Each member of the Forum will be representing their organisation and presently will only make decisions at the Forum in respect of their own organisation in accordance with any delegated authority.

9.3. In the event a vote is required, each Party shall have one vote and decisions will require at least five members to support a proposal.

10. CONDUCT OF BUSINESS

10.1. Meetings of the Forum will be held monthly or such other frequency as may be agreed between the Parties.

10.2. Meetings may be held in person, by telephone or video conference. Members of the Forum may participate (and count towards quorum) in a face-to-face meeting or via telephone or video-conference.

10.3. Any member may call extraordinary meetings of the Forum at their discretion subject to providing at least five working days' notice to Forum members (via the Chair and the Trust Secretary).

10.4. Circulation of the meeting agenda and papers via email will take place at least five working days prior to the meeting.

10.5. In the event members wish to add an item to the agenda they must notify the Chair and / or Trust Secretary who will confirm this with the other members accordingly.

10.6. The Forum will have administrative support from the Host Organisation to:

10.6.1. take minutes of the meetings and keep a record of matters arising and issues to be carried forward; and

10.6.2. maintain a register of interests of Forum members.

10.7. The minutes of Forum meetings will be sent to representative members within 14 days of each meeting. It will be the members' responsibility to disseminate minutes and notes from the Forum inside their respective organisations.

11. CONFLICTS OF INTEREST

11.1. The members of the Forum must refrain from actions that are likely to create any actual or perceived conflicts of interests.

11.2. Forum members must disclose all potential and actual conflicts of interest and ensure that such conflicts are managed in adherence with their organisation's conflict of interest policies and statutory duties.

11.3. If there is any conflict between these terms of reference and the MoU, the latter will prevail.

12. ADMINISTRATIVE ARRANGEMENTS

12.1. The Trust Secretary will ensure:

12.1.1. that the Forum receives sufficient resources to undertake its duties;

12.1.2. correct minutes of meetings are taken and once agreed by the Chair that they are distributed to the members;

12.1.3. an action list is produced following each meeting and any outstanding action is carried forward on the action list until complete;

12.1.4. conflicts of interest are recorded along with the arrangements for managing those conflicts;

12.1.5. appropriate support to the Chair and Forum members to enable them to fulfil their role;

12.1.6. that advice is provided to the Forum on pertinent areas;

12.1.7. the agenda is agreed with the Chair prior to sending papers to members no later than five working days before the meeting (taking into account any annual cycle of business;

12.1.8. the papers of the Forum are filed in accordance with the host trust's policies and procedures.

12.2. The Trust Secretary (or their nominee) will collate the Forum's annual report and agree the ways of working to enable the Forum to meet the range of responsibilities set out in these terms of reference.

13. REVIEW

13.1. These terms of reference will be reviewed on an annual basis, in line with the review of the MoU.

SCHEDULE 2 (PART 2)

CHESHIRE & MERSEYSIDE PROVIDER COLLABORATIVE MANAGEMENT GROUP

Terms of Reference

1. PURPOSE

1.1. The purpose of the MHLDC Provider Collaborative Management Group (the "Management Group") is to:

1.1.1. assist in coordinating the work of all Parties in achieving the Scope and Purpose of the MHLDC Provider Collaborative;

1.1.2. developing proposals and, where necessary, recommendations for consideration by the MHLDC Provider Collaborative Forum (the "Forum") as to how to take forward the work of the MHLDC Provider Collaborative;

in accordance with the Principles set out in the Memorandum of Understanding (the "MoU"). The Management Group will report to the Forum.

2. STATUS AND AUTHORITY

2.1. The Management Group is established by the Forum which represents the Parties to the MoU, each of which remains a sovereign organisation, as part of the governance framework for the further development of joint working between them in line with the Principles.

2.2. The Management Group is not a separate legal entity, and as such is unable to take decisions separately from the Parties, or bind any one of them; nor can one Party 'overrule' the other on any matter in the Management Group.

2.3. As a result, the Management Group will operate as a place for discussion of issues with the aim of reaching consensus between the Parties around the development of the work for the designated areas of opportunity and for flowing matters to the Forum where required for determination or review.

2.4. The Management Group will function through engagement and discussion between its members so that each of the Parties makes a recommendation in respect of, and expresses its views about, each matter considered by the Management Group. The recommendations of the Management Group will, therefore, be the recommendations of the individual Parties, with these recommendations to be presented to the Forum for its consideration. .

2.5. As has been stated in Part 1 of Schedule 2 (i.e., the *status and authority* section for the Terms of Reference of the Forum), representative(s) of MHLDC Provider Collaborative have delegated authority, which is in writing, agreed between the Parties and recognised to the extent necessary in their respective Schemes of Delegation (or similar) or through the approval or their respective Boards of Directors, through which they have authority as individual parties to make decisions

3. ACCOUNTABILITY

3.1. The Management Group is accountable to the Forum. Any changes to the Management Group's terms of references must be considered and approved by the Forum.

4. RESPONSIBILITIES

4.1. The Management Group is responsible for assisting the Forum by

4.1.1. programme managing the delivery of the MHLDC Provider Collaborative's Objectives through working with all Parties to mobilise staff and resources;

4.1.2. overseeing the day to day delivery of these programmes to ensure the delivery of these Objectives, included the establishment of working groups across the Parties, for example:

a) business intelligence,

b) research and development,

c) digital innovation, and

d) population health management;

4.1.3. assisting with the communication of the MHLDC Provider Collaborative's Scope, Purpose and Objectives with:

a) the Parties and their teams,

b) the Cheshire and Merseyside Health and Care Partnership,

c) other providers across Cheshire and Merseyside, and

d) other stakeholder involved in the development of the local ICS;

4.1.4. developing proposals and recommendations, as appropriate, for the consideration of the Forum, including in respect of the MHLDC Provider Collaborative's Scope, Purpose and Objectives as part of the Forum's annual review of the MoU;

4.1.5. consider and make recommendations to the Forum in respect of any applications from NHS Provider Organisations to join the MHLDC Provider Collaborative.

4.2. The Management Group members will make decisions together at Management Group meetings in respect of the day-to-day delivery of the MHLDC Provider Collaborative's Scope, Purpose and Objectives, including making recommendations to the Forum.

4.3. When making decisions together at Management Group meetings, the Management Group members will act in line with the Principles and their respective obligations under the MoU.

5. MEMBERSHIP

5.1. The Management Group will include the following members:

5.1.1. The Management Director of the MHLDC Provider Collaborative (as chair of the Management Group);

5.1.2. the representatives of the following Parties nominated by the Parties' Chief Executives:

a) Alder Hey Children's NHS Foundation Trust (specifically in respect of the Child and Adolescent Mental Health Services (CAMHS) they provide),

b) Bridgewater Community Healthcare NHS Foundation Trust,

c) Cheshire And Wirral Partnership NHS Foundation Trust,

d) Mersey Care NHS Foundation Trust,

e) St Helens and Knowsley Teaching Hospitals NHS Trust (specifically in respect of the community services they provide); and

f) Wirral Community Health and Care NHS Foundation Trust.

5.1.3. the Chairs of any working groups establishing to support the work of the Management Group.

5.2. It is important that members commit to attending Management Group meetings. Where a member cannot attend a meeting, the member can nominate a named representative to attend. Deputies must be able to contribute and make decisions on behalf of the organisation they are representing.

6. IN ATTENDANCE

6.1. The following non-voting members will attend Management Group meetings:

6.1.1. a Trust Secretary from one of the Parties;

6.1.2. a Minute Secretary from the Host Organisation.

6.2. The Management Group may invite others to attend meetings of the Management Group as observers. Such observers will not participate in decisions

7. QUORUM

7.1. The Management Group will be quorate if four of the Parties' representatives are present, together with the Management Director (or their nominated representative). A member shall be deemed present if they are physically at the meeting or joining the meeting by telephone or video-conference.

8. CHAIR AND DEPUTY CHAIR

8.1. The Chair shall be the Management Director of the MHLDC Provider Collaborative. The Deputy Chair shall be a person nominated by the Managing Director.

9. DECISION MAKING

9.1. The Management Group will aim to achieve consensus wherever possible.

9.2. Each member of the Management Group will be representing their organisation and presently will only make decisions at the Management Group in respect of their own organisation in accordance with any delegated authority.

9.3. In the event a vote is required, each Party shall have one vote and decisions will require at least five members to support a proposal.

10. CONDUCT OF BUSINESS

10.1. Meetings of the Management Group will be held monthly or such other frequency as may be agreed between the Parties.

10.2. Meetings may be held in person, by telephone or video conference. Members of the Management Group may participate (and count towards quorum) in a face-to-face meeting or via telephone or video-conference.

10.3. Any member may call extraordinary meetings of the Forum at their discretion subject to providing at least five working days' notice to Forum members (via the Managing Director and the Trust Secretary).

10.4. Circulation of the meeting agenda and papers via email will take place at least five working days prior to the meeting.

10.5. In the event members wish to add an item to the agenda they must notify the Chair and / or the Trust Secretary who will confirm this with the other members accordingly.

10.6. The Management Group will have administrative support from the host Trust to:

10.6.1. take minutes of the meetings and keep a record of matters arising and issues to be carried forward; and

10.6.2. maintain a register of interests of Management Group members.

10.7. The minutes of Management Group meetings will be sent to representative members within 14 days of each meeting. It will be the members' responsibility to disseminate minutes and notes from the Forum inside their respective organisations.

11. CONFLICTS OF INTEREST

11.1. The members of the Management Group must refrain from actions that are likely to create any actual or perceived conflicts of interests.

11.2. Management Group members must disclose all potential and actual conflicts of interest and ensure that such conflicts are managed in adherence with their organisation's conflict of interest policies and statutory duties.

11.3. If there is any conflict between these terms of reference and the MoU, the latter will prevail.

12. ADMINISTRATIVE ARRANGEMENTS

12.1. The Trust Secretary will ensure:

12.1.1. that the Management Group receives sufficient resources to undertake its duties;

12.1.2. correct minutes of meetings are taken and once agreed by the Chair that they are distributed to the members;

12.1.3. an action list is produced following each meeting and any outstanding action is carried forward on the action list until complete;

12.1.4. conflicts of interest are recorded along with the arrangements for managing those conflicts;

12.1.5. appropriate support to the Chair and Management Group members to enable them to fulfil their role;

12.1.6. that advice is provided to the Forum on pertinent areas;

12.1.7. the agenda is agreed with the Chair prior to sending papers to members no later than five working days before the meeting (taking into account any annual cycle of business;

12.1.8. the papers of the Management Group are filed in accordance with the host trust's policies and procedures.

12.2. The Trust Secretary (or their nominee) will collate the Management Group's annual report and agree the ways of working to enable the Management Group to meet the range of responsibilities set out in these terms of reference.

13. REVIEW

13.1. These terms of reference will be reviewed on an annual basis, in line with the review of the MoU.

Wirral Community Health and Care NHS Foundation Trust

Organisational Values

Meeting	Board of Directors		
Date	09/06/2021	**Agenda item**	**12**
Lead Director	Anthony Bennett, Chief Strategy Officer		
Author(s)	David Hammond, Deputy Director of Strategy Jane Parry, Organisational Development Manager		

Action required (please tick the appropriate box)

To Approve ☑	**To Discuss** ☐	**To Assure** ☐

Purpose

To request approval of a revised set of Trust values

Executive Summary

The Trust has undertaken an exercise to revise its values through a staff-driven process.
In late 2020, 25% of the workforce took part in a cultural values assessment survey.
In May 2021, focus groups considered the outputs from the survey to understand what lay behind the themes identified and what values mattered to the workforce.
A set of new values have been distilled from the focus group discussions and are presented for approval.
The value words are: Compassion, Open, Trust, with an 'umbrella word' of Together, which will be added to the Trust's Common Purpose Statement.
The next steps will be to brand and explain and communicate the values, whilst reviewing aligned Trust processes and exploring development of a Staff Charter.

Risks and opportunities:

There are no risks identified in the paper.

Quality/inclusion considerations:

Quality Impact Assessment completed and attached No
Equality Impact Assessment completed and attached No
QIA and EIA are not relevant to this paper.

Financial/resource implications:

There are no financial / resource implications identified in this paper.

Trust Strategic Objectives

Please select the top three Trust Strategic Objectives that this report relates to, from the drop down boxes below.

Our Populations – provide more person-centred care	Our People - improving staff engagement	Our People - advancing staff wellbeing

Board of Directors is asked to consider the following action

To approve the recommended values.

Report history

Submitted to	Date	Brief summary of outcome
N/A	Click or tap to enter a date.	Click or tap here to enter text.

Wirral Community Health and Care NHS Foundation Trust

Organisational Values

Context

1. The coincidence of several factors led to a decision to revise the Trust values:

   - Focus group discussion in late 2019 that revisited the current HEART values, with a consensus that the phrases making up the acronym were hard to remember. This meant they had little influence on the day to day practice of staff in the Trust

   - The first phase of the Covid pandemic in early 2020, which demonstrated the potential for individuals and teams to work differently. This gave impetus to a review of the Trust values to support new ways of working.

   - The Trust's 10 year anniversary in 2021 was a significant milestone and an appropriate point to review the values.

Process

2. A guiding principle for revising the Trust values has been staff engagement with as many staff as possible.

3. The process has focused on staff and staff experience, given the evidence that points to NHS staff experience being a driver of care quality and performance[1]. The Values are, most importantly, a touchstone for staff.

4. A two-stage process was employed: stage 1 was an organisation-wide Cultural Values Assessment (CVA) survey and stage 2 a series of focus groups with staff volunteers.

5. In late 2020, the CVA survey was promoted to the entire workforce. The CVA helps organisations identify:
   A) their employees' personal values
   B) employees' perception of the current culture
   C) employees desired culture

6. It does this by asking employees to select 10 words from extensive lists for each of the three categories. The choice of words in each category shows similarities and differences between what the workforce experience and their values.

7. The CVA survey was completed by 25% of staff with at least 15% of staff in every division (including corporate staff) taking part. The results of the CVA were reviewed by division as well as across the organisation as a whole so that consistent themes could be identified without higher response rates overshadowing lower ones.

8. The most commonly identified words or phrases for desired culture (as aggregated by the CVA tool from the words selected by staff) then informed the design of the focus groups. This meant focus group discussion could be focused on those areas of greatest importance to the workforce.

9. The five words or phrases identified by the CVA were:

[1] E.g. www.kingsfund.org.uk/sites/default/files/employee-engagement-nhs-performance-west-dawson-leadership-review2012-paper.pdf

Communication, *plus* Open Communication

Accountability

Leadership

Teamwork

10. The CVA tool also identified value words that the workforce wanted less of. These words included hierarchy, bureaucracy and confusion. These were not explored directly in the focus groups, but the facilitators paid attention to the discussion where these came up. Examples of negative experience provided a contrast to what more positive experiences would be like.

11. The focus groups took place in May 2021, having been delayed from February due to the third wave of the covid pandemic. Forty six staff from a range of operational and corporate teams took part in five groups.

12. The groups had one consistent lead facilitator and three co facilitators who took verbatim notes and supported the sessions (two supported two sessions each and one the other session).

13. Following the five sessions, the facilitators collectively reviewed the output from the sessions, identifying commonalities across the groups and themes. The written notes were also processed using a computer program to identify most commonly used words.

Focus group results

14. The table at **Appendix 1** summarises the discussion in the five groups under the four discussion sections.

Analysis

15. Across the groups, the following core themes were identified. They all overlap.

Trust	This was the most consistently used word across all discussions and each area we explored. It related to needing to be trusted to deliver, to be trusted with information, to take accountability, and for staff to feel they can trust leaders to support them and be open and honest.
Openness & honesty	Throughout all discussions, openness and honesty emerged as something very important to help staff deliver, to get behind decisions, to do the right thing and to feel they can speak out, learn and contribute to improvement.
Togetherness	There was a strong feeling of wanting to achieve more together as a team. Whether that be through open communication, shared learning or decision-making, staff wanted to be included and involved, and more so at a micro-level of decision-making. Understanding and appreciating everyone's role and strengths was important, emphasising the need to be less hierarchical.
Safety	This word was used often and in the sense of psychological safety. Linking strongly to trust and open & honest, when explored it emerged that a no-blame environment was important for learning and improvement.
Being valued	This was linked to the ability to contribute and to be trusted to deliver. What was important to the groups was to feel their contribution to decisions and making improvements, their perspectives and expertise,

	were valued.
Compassion	The word itself wasn't overused but the sentiment was clear, the groups talked about wanting leaders to understand the challenges they faced, treat them as individuals and enable them to 'bring their whole selves' to work.
'Doing the right thing'	Evidently important and valued by staff was working in an environment that supported and enabled them to 'do the right thing', and gave them the clarity, freedom, trust and support to be able to learn, improve and take decisions.

16. From these, options for Value words were developed by the Communications, Learning & Organisational Development and Strategy teams. These were reviewed with executive directors and a recommendation taken to ELT. They have been shared with the staff taking part in the focus groups.

17. Based on this distillation of the themes that were very consistent across all the focus groups and areas of discussion, the recommended Value words for adoption by WCHC are shown below, with an addition to the Common Purpose Statement.

Next steps

18. Once agreed, to have long-lasting effect and be meaningful, the Values will require:

    A. Branding, with a set of communication tools to be created to support them
    B. Explanatory statements, so that the meaning behind the words is clear
    C. Review of, and changes to, Trust processes, e.g. recruitment, induction, appraisal, that are aligned to values
    D. Exploration of development of a Charter to demonstrate how these Values translate into expected behaviours and supportive Trust systems and processes that enable them to be realised

19. The branding and development of statements for initial communication (A & B) will take place in June to enable launch in June. The review of processes and potential development of a Charter (C&D) will follow.

Anthony Bennett
Chief Strategy Officer

David Hammond
Deputy Director of Strategy

Jane Parry,
Organisational Development Manager

3 June 2021

Appendix 1 - Summary of discussions in the five groups under the four discussion sections

Teamwork	Across all five focus groups was a clear theme of togetherness; working towards a common goal. There were discussions about the need to recognise everyone's input, strengths and roles as well as knowing your colleagues and team. Healthy relationships were seen as important, plus people being supportive and open so that it's a safe space to be yourself. There was sometimes a sense of not feeling part of the 'team' in the wider sense of the word. Some people didn't feel connected to the organisation. A link emerged with the sense of confusion relating to a lack of understanding of what other roles do and the part they play.
Communication	The discussion related to both interpersonal and inter-team communications, and formal Trust communication. There was a sense of a need to be trusted with information to help understand decisions and changes etc, but also, they needed to trust that they could be open too, so that their input, ideas and feedback had a platform and would be considered. It was felt that Staff Council was a brilliant example of what was important: openness, contribution, valued, taken seriously and able to effect change. Through these discussions, hierarchy was identified as an apparent barrier to communication. Some sensed an unwritten rule that openness wasn't always appreciated.
Leadership	A key theme was feeling trusted to deliver and that people felt valued and that 'my contribution mattered'. Another strong theme was honesty and openness and leadership at its best acknowledged when things hadn't gone as expected and would be open and honest about this. An important theme emerging was the need to leaders to be accessible and approachable, linking back to the need to feel valued. Compassionate behaviour came up a lot in discussions; having understanding and empathy. Leadership was felt at its best when not hierarchical, that everyone has the capability of leading in different ways. Through these discussions there was a sense that the organisation felt hierarchal and could be bureaucratic, that there could be lots of hoops to agree decisions.
Accountability	There were many views on the meaning of 'accountability'. Consensus was that accountability was at its best when balanced between individual and organizational accountability. Some saw this term as a big stick, others looked on it as having ownership and being honest when things didn't go to plan. It was felt that accountability was at its best when it was enabling people to do the right thing in an open and safe environment. Another theme across the groups was around accountability for doing what we say ('walking the talk') and being organisationally consistent across messages, actions and policies.

	A strong theme across every discussion and topic was that of having a no blame culture to increase honesty, learning, improvement and innovation.

Wirral Community Health and Care NHS Foundation Trust

2021-2022 Workplan

Meeting	Board of Directors		
Date	09/06/2021	**Agenda item**	**13**
Lead Director	Anthony Bennett, Chief Strategy Officer		
Author(s)	David Hammond, Deputy Director of Strategy		

Action required (please tick the appropriate box)

To Approve ☐	**To Discuss** ☐	**To Assure** ☑

Purpose

To assure Board of Directors that the Trust has identified, and has the governance framework to be assured of delivering, key activities for the period 2021/22.

Executive Summary

The development of a longer term strategy during 2020-21 to refresh/replace the current strategy was delayed due to the Covid pandemic.
To maintain focus on strategically significant activities, WCHC has developed a Strategic Workplan for 2021-22 whilst longer term strategy is developed alongside clarification of place-based working arrangements.
Governance is in place to monitor these activities. The Workplan has been, and will continue to be, communicated across the Trust.

Risks and opportunities:

There are no risks identified in the paper.

Quality/inclusion considerations:

Quality Impact Assessment completed and attached No
Equality Impact Assessment completed and attached No
The QIA and EIA would be completed for individual projects and pieces of work identified in the workplan.

Financial/resource implications:

There are no financial/resource implications of the development of the workplan itself. Financial implications of the individual projects and pieces of work are overseen by the groups identified in the workplan.

Trust Strategic Objectives

Please select the top three Trust Strategic Objectives that this report relates to, from the drop down boxes below.

Our Populations - outstanding, safe care every time	Our People - improving staff engagement	Our Performance - delivering against contracts and financial requirements

Board of Directors is asked to consider the following action

To be assured that the Trust has a Strategic Workplan to provide focus for key activities during 2021/22.

Report history

Submitted to	Date	Brief summary of outcome
N/A	8T	8T

Wirral Community Health and Care NHS Foundation Trust

2021-2022 Workplan

Context

1. The most recent Trust strategy covered the period 2018-2021. It's areas of focus were grouped under the headings of: development of Integrated Neighbourhood Teams, More Integrated Pathways and Services, and Focus on Promoting Health and Wellbeing.

2. The current development of Integrated Locality Teams and closer working with Primary Care Networks, with closer focus on population health needs and inequalities, is one way in which that strategy is being delivered.

3. The response to the Covid pandemic, beginning in February 2020, meant that the planned work to extensively engage locally in a strategic refresh was not felt to be appropriate during 2020/21.

4. Furthermore, nationally, the further development of the Integrated Care System (ICS) model with associated primary legislation means that the Trust's operating environment remains uncertain.

5. This is particularly the case regarding the model of care and infrastructure at Place (i.e. Wirral) level. Delegation of budgets from Cheshire & Merseyside ICS, governance frameworks and decision-making need to be agreed locally; they are not delineated in draft legislation.

Confirming focus for 2021/22

6. In the above context, it was important to ensure a shared understanding of the strategic priorities for the Trust for the year 2021/22 whilst significant work continues for post-pandemic recovery.

7. To this end, the Trust's strategic priorities have been grouped under headings as shown below, with further information about the work that sits under those headings in WCHC's Strategic Workplan document, which is presented at **Appendix 1.**

Oversight arrangements

8. The Trust directors and groups with responsibility for overseeing the fulfilment of the relevant section of the strategic workplan are identified within the workplan document.

Wirral Community Health and Care NHS Foundation Trust

Communication of workplan

9. The workplan has been communicated to Trust staff through

   - A dedicated manager's briefing
   - Executive Briefing

   …both on MS Teams with open invitation to Trust staff for Executive Briefing.

10. It has been highlighted in Karen's blog and through Staff Bulletin, with video.

11. A key part of the process is teams developing their own Plans on a Page, which reflect the priorities of the workplan.

12. Additionally, and related to the Organisational Restructure, all services are being visited by WCHC's COO/Deputy COO to discuss the Restructure. This enables a face to face discussion about any aspect of the wider workplan.

Anthony Bennett
Chief Strategy Officer

David Hammond
Deputy Director of Strategy

3 June 2021

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NHS Foundation Trust

Workplan 2021/22

SHAPING OUR FUTURE

Context

The pandemic has affected every aspect of organisational, place-based and national planning and provision. In some cases it has greatly accelerated change, in others it has led to delay.

The contents of this workplan demonstrates our aspiration to ensure our key priorities support the "Building Integrated Care Systems" circulated November 2020 as well as the Integration and Innovation: working together to improve health and social care for all 'aka the White Paper' published February 2021.

This ambitious workplan demonstrates the key priorities over the next 12 months. These programmes of work will inform our strategic direction with a key focus on ensuring we have the right workforce and infrastructure to focus on population health and health inequality.

Whilst the timeframe for some schemes are greater than 12 months they will be key areas of focus, time and resource during the next year ensuring we are well placed to meet the needs of the people we serve.

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- Strategy
- Operations
- Quality
- People
- Mobilisation
- IM & T
- Capital
- Social Value

SHAPING OUR FUTURE

Strategy

Task	Aim	Description	Assurance and governance	PID or scope agreed	Timeframe	Exec lead
Revise Trust strategy and Values	Develop a fully engaged, collaborative 5 year Organisational strategy which complements and supports Local and System strategies. It will ensure we consider the population health needs and address health inequality. We also aim to ensure we build upon the digital advancements already made and use data to identify our priority areas and service redesign. Following full workforce engagement launch new Values for our Organisation	Aligned to the evolving strategies in Cheshire & Merseyside and Wirral, develop the Trust's 5-year strategic direction aligned to recently published White Paper. We will ensure we work with our partners across the system.	Executive Leadership Team (ELT) & Board	Yes	Complete March 2022	Tony Bennett

Operations

Task	Aim	Description	Assurance and governance	PID or scope agreed	Timeframe	Exec lead
Organisational Restructure 2021	Align the Trust's structure with current national policy direction incorporating Population Health, Integration and Health inequalities	To implement a new organisational operating model delivered through four locality-based, all-age multidisciplinary teams with an integrated management structure, plus a system wide team	Programme Management Board (PMB)	Yes	Initial phases, March 2022	Val McGee
Urgent care model development	Provide a modern urgent care facility for the people of Wirral	Work with partners to redesign UTC and A&E model and associated pathways	Managed externally – updates reported to ELT and onto Board		Early 2023	Mark Greatrex
Partners for Change: 3 Conversations Transformation programme ASC	Work with Wirral Borough Council and Partners for Change to co design, implement and evaluate innovation sites aimed at delivering more personalised support and reduction in the number of times individuals need to re-refer for help	Testing new, person-focused approaches to adult social care delivery	Managed externally – updates reported to Executive Leadership Team		March 2022	Val McGee

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Quality

Task	Aim	Description	Assurance and governance	PID or scope agreed	Timeframe	Exec lead
Quality Strategy Plan	Involve people as active partners in their wellbeing and safety, promoting independence and choice Nurture an improvement culture focused on consistently delivering effective, efficient care Further strengthen our positive safety culture, promoting psychological safety and supporting reflection	Deliver the plan under the themes of: • Engaged Populations • Effective and Innovative • Safe care every time	Quality & Safety Committee	Yes	March 2022	Paula Simpson
Regulatory preparedness	For Organisation to move out of Requires Improvement rating Ensure WCHC is prepared for proposed changes to Adult Social Care regulation	Ensure WCHC staff are supported in preparation for CQC inspection	Executive Leadership Team	Yes	March 2022	Paula Simpson

SHAPING OUR FUTURE

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People

Task	Aim	Description	Assurance and governance	PID or scope agreed	Timeframe	Exec lead
People Strategy Plan	Support our people's health, wellbeing and recovery from the pandemic to allow them to perform at their best A compassionate and inclusive culture, where our people can thrive at work Outstanding opportunities for our people and communities to develop their skills and experience as our employees Modern, agile, integrated working practices, to meet changing population needs	Deliver the People Strategy Plan under the themes of: • Wellbeing & Recovery • Culture • Developing Capability and Talent • Transformation of the Organisation	Education and Workforce Committee	Yes	March 2022	Jo Shepherd

SHAPING OUR FUTURE

Mobilisation

Task	Aim	Description	Assurance and governance	PID or scope agreed	Timeframe	Exec lead
St Helens 0-19	Deliver a high performing quality effective service to the young people of St Helens	Mobilise St Helens 0-19 service	Programme Management Board	Yes	September 2021	Val McGee

IM & T

Task	Aim	Description	Assurance and governance	PID or scope agreed	Timeframe	Exec lead
IM&T infrastructure improvement	To ensure core infrastructure is performant, resilient and complies with relevant cyber standards	Improve core IM&T network infrastructure to agreed plan	Finance and Performance Committee	Yes	Q2 2021/22	Tony Bennett
Electronic Patient Record	To support the complete and effective digitisation of clinical workflow	Plan procurement exercise for the Trust's EPR	Clinical Digital Informatics Group	No	Q4 2021/22	Tony Bennett
Digital Strategy	To ensure we have a 3 year digital strategy which complements our strategic direction	Working with Staff and colleagues both internally and across our Integrated Care Partnerships and Cheshire & Merseyside to develop a strong digital offer supporting effective working and improved access for service users	Finance and Performance Committee Executive Leadership Team & Board	No	Q3	Tony Bennett

£ Capital

Task	Aim	Description	Assurance and governance	PID or scope agreed	Timeframe	Exec lead
Marine Lake Health & Wellbeing Centre	To ensure a fit for purpose accommodation for health and care staff and collaboration with primary care and third sector.	Deliver new build health and wellbeing centre in West Kirby	Programme Management Board	Yes	2023	Mark Greatrex

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Social Value

Task	Aim	Description	Assurance and governance	PID or scope agreed	Timeframe	Exec lead
Social Value Award	Be the exemplar for social value in Cheshire and Mersey	Undertake seven steps to successfully apply for Cheshire & Merseyside Social Value Level 1 Kitemark	Executive Leadership Team	Yes	July 2021	Tony Bennett

SHAPING OUR FUTURE