Doncaster
Metropolitan Borough Council

NHS
Doncaster
Clinical Commissioning Group

Integrated Commissioning Draft Memorandum of Understanding (MoU)

Version 5, October 2017

CONTENTS

This Memorandum of Understanding (**MoU**) is made between:

BETWEEN:

(1) **Doncaster CCG** of Sovereign House, Heavens Walk, Doncaster, DN4 5HZ ("**CCG**"); and

(2) **Doncaster Borough Council** of Civic Office, Waterdale, Doncaster, South Yorkshire, DN1 3BU (**the "Council"**),

each a "**Party**" and together, the **"Parties"**.

DATE

1. Introduction and Context

1.1 Significant challenges around social economics, life expectancy and growing financial pressures, have led all statutory health and care partners in Doncaster to work together to modernise and improve services for residents . This work has been brought together within a shared system strategy, the 'Doncaster Place Plan", which sets out the future for health and care services in Doncaster through a population health and care approach and the creation of innovative new care models. A copy of the Doncaster Place Plan is appended to this Memorandum of Understanding (Appendix A).

1.2 The Place Plan sets out the ambition for health and care services jointly agreed by each participating organisation in Doncaster. It sets out a series of proposed changes to the system that will, if progressed effectively, have a profound impact on how services will be improved and delivered locally. The overarching aim is to create an integrated health and care system for the Doncaster population which is sustainable for the long term.

1.3 Considerable work and commitment has been shown by all involved to get to this point. The jointly approved plan sets the direction as well as addressing local priorities in line with national drivers such as the Five Year Forward View Update.

1.4 The shared ambition between both the CCG and Council is to move toward an integrated commissioning model. Initially, this model will take a system commissioning approach to the agreed areas of opportunity and will develop and evolve leading to a fully integrated model. The expected completion date will be 31st March 2018.

1.5 Developing a MoU between the two parties is seen as the first stage to cement partnership working, provide a framework to mobilise our effort and remove the barriers to integration necessary to achieve our aspirations.

2. The Memorandum of Understanding (MoU)

2.1 Purpose of the MoU

2.1.1 The purpose of this MoU is to set out how the CCG and the Council will work together to develop and jointly commission an ambitious programme of service transformation. The overarching strategic aim is to create an integrated health and social care system for our population which will be sustainable in the long term.

2.1.2 The vision has been developed as part of the Doncaster Place Plan which sets out the ambition for Doncaster for health and social care through the creation of innovative new models of care. These models of care will be jointly commissioned by the parties.

2.1.3 This MoU sets out to build the foundation for, and define, our next phase of development during the period up to 1st April 2018. It is intended to provide a clear signal of our intent for our direction of travel and create the most effective work programme to support this. It also sets out the high level implications for leadership decision making and governance during this development phase.

2.1.4 This MoU does not set out the detailed arrangements that would be necessary under a fully integrated commissioner model. These detailed arrangements will be developed during a shadow phase operating under this informal MOU. 30th November to 31st March 2018.The work programme builds in a number of milestones where CCG Governing Body and the Council Cabinet approval would need to be considered to enable movement to the next phase from 1st April 2018 (Appendix B). This will require on-going refinement and consideration.

2.1.5 This version of the MoU is intended to be “light touch”. It is seeking sign up from the CCG and the Council, to the next phase of work and how we work together, rather than a formal binding agreement. It has no legal status. The intention will be that from 1st April 2018 this MoU will be replaced by the Joint Commissioning Agreement setting out scope of joint commissioned services, agreed principles, governance arrangements, financial agreements and approach to risk for both parties.

2.1.6 The MoU provides a framework to describe the changes that are necessary to our collective commissioning functions in order to establish an integrated commissioning system.

2.1.7 In summary the MoU seeks to describe:

- Our ambition, what we are trying to achieve and why; this is set out in our collectively agreed Doncaster Place Plan.
- The development of our governance framework that will be in place from 1st April 2018 and implications for accountability to individual partner Board and the DBC Cabinet.
- A summary of our collective work programme including proposed timelines.
- How we develop our joint leadership arrangements in support of the delivery of our shared programme of work, and a proposed framework for considering this.

- The development of a “Hosts” supporting commissioning delivery structure and subsequent contracting arrangements with providers.

2.1.8 This MoU is not exhaustive and is not intended to be legally binding between any of the parties. Accountability during the shadow period remains with both parties and will be discharged through the Accountable Officers of the parties through the Joint Commissioning Co-Ordinators Committee (JCCC). Any changes to governance and delegated decision making will need to be approved by both the CCG Governing Body and Council Cabinet and documented in the Joint Commissioner Agreement.

3. Our Ambition – what are we trying to achieve

3.1 The Doncaster Health and Social Care community has a long history of working together in partnership to achieve positive change for local people. Each of the health and social care organisations within Doncaster already has plans for the future and these have often been developed in partnership. However there is a strong view that in order to transform our services to the degree required to achieve excellent and sustainable services in the future, we need to have one plan for the whole of Doncaster.

3.2 In developing the Doncaster Place Plan, we intend to maximise the value of our collective action, and, through our joined up efforts, accelerate our ability to transform the way we both commission and deliver services. This vision describes our final destination and the purpose outlines our overarching objectives. Both are underpinned by a common set of values and guiding principles that will shape the way we work together.

3.3 Our vision is to develop an integrated commissioning system for health and social care. This will be supported by an Accountable Care Partnership made up of a collaboration of providers providing care that is recognised as high quality using collective resources in the most effective way.

3.4 To achieve this we will

- Support the development of the Accountable Care Partnership and appropriate contracting models.
- Specify the services to be delivered and the outcomes to be achieved.
- Support the transition of services from current delivery to new models of care.
- Maximise the efficiency of our collective resources.
- Do this in a way that is sustainable in the long term.

4. System Objectives

4.1 We believe the development of an integrated commissioning model delivered through contracting with an Accountable Care approach (legal form to be determined) will deliver the ambition of our vision in the future. The current system is trapped in a regime of annual contract cycles, organisational rather system regulation and inflexible payment models which do not create the right incentives for the outcomes for our population. These barriers will need to be overcome if we are to stand a chance of achieving our desired outcomes.

4.2 The basic concept is the CCG and the Council will take responsibility for jointly commissioning health and social care services for the Doncaster population, we will work collaboratively with the Accountable Care Partnership under new contracting arrangements.

4.3 The joint commissioners working together will look to

- Work with common purpose, vision and values.
- Work to a single system plan, objectives and metrics
- Aim to develop pool budgets for the areas of opportunity and set out a shared approach to sustainability and risk.
- Develop, over time, a single leadership team.

4.4 We believe that there are clear benefits to jointly commissioning integrated care. We are confident that integrated systems of care offer both short and long term solutions to the challenges facing both Social Care and the NHS. In the short term they provide a way for local health and care partners to work together to tackle the immediate financial and service pressure that are universally faced across the country. In the longer term, and more fundamentally; they provide a platform for implementing radically new models of care across local areas with the aim of improving population health and wellbeing.

5. Scope

5.1 Moving forward and beginning 1st April 2018, there will be six key work streams that will be tested locally before further rollout of the programme; these are described in the Doncaster Place Plan as Areas of Opportunity. These initial Areas of Opportunities are the first step in our programme of integration: further areas will be identified as our thinking evolves and develops subsequently leading to a fully integrated commissioning system.

5.2 The areas are listed below

Dermatology – reducing secondary care demand and moving activity into community settings where it is safe to do so.
Urgent & Emergency Care – connecting all urgent and emergency care together to improve access, outcomes and reduce costs.
Intermediate Care – a simpler and more responsive intermediate care system. More people will be supported to stay at home preventing unnecessary hospital admissions and attendance at A & E. Patients will be better supported to get back home as soon as possible from hospital admission. There will be fewer teams and less hand-offs along the way.
Complex Lives – focused on people with complex multiple needs, who are homeless, rough sleeping, misusing drugs and alcohol and experiencing mental health problems. Integrated investment and delivery with an increasing focus on prevention.
Starting Well (1001 days) – this will ensure all children across Doncaster have the opportunity for a good start in life from conception to age 2. This is about developing

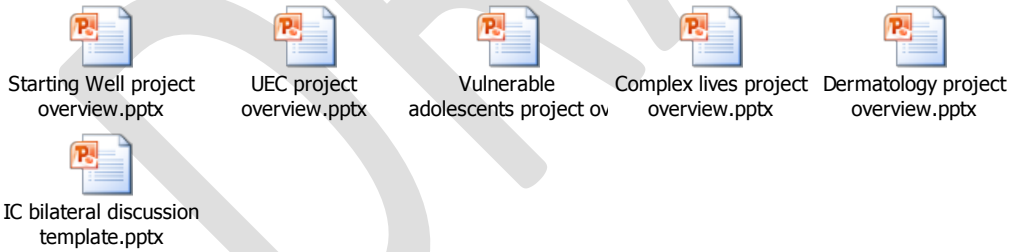
support so that our children have the best possible opportunity to thrive. It is about offering appropriate support to families and children at the right time.
Vulnerable Adolescents – focused on preventative local work to enable vulnerable young people to avoid crisis and level 4 interventions

5.3 Prevention and self-management shall be embedded in all areas of opportunities.

5.4 It is envisaged that the JCCC will provide on-going oversight and drive for the transformational programme required to achieve and establish a fully integrated commissioning system. In addition, the JCCC will co-ordinate all the work streams generated in the delivery of the transformational vision and ensure appropriate sign off from the both the Council and CCG governance structures .

5.5 The JCCC will also be responsible for holding the identified working groups to account and to approve the delivery of key components of each work stream. It is anticipated that, to ensure momentum and facilitate effective and timely decision making, the JCCC will need to convene at least once a month. In committing to this MOU, both the CCG and the Council acknowledge the level of commitment and the requirement to sustain this level of participation and engagement for the duration of the MoU.

5.6 A more detailed overview of each of the areas in the form of a “plan on a page” can be found below. Any identified relevant key milestones that will enable delivery will be included, where appropriate, in the Work Programme Key Milestones section of this document.



6. Indicators of Success

6.1 The CCG and the Council will use the following indicators on an annual basis to monitor progress through the enhanced relationship:

- An increase in positive joint projects and “good news” stories which would demonstrate a better understanding between partners;
- Increased participation of organisations involved in decision-making;
- An increase in the numbers of organisations delivering or being major partners in achieving the outputs and outcomes of the Place Plan
- A greater awareness and understanding amongst partners to the potential development opportunities

- A recognised contribution to achieving the outputs and outcomes of the Place Plan
- Work together to establish, define and agree a common outcome framework n how we shall measure our strategic outcomes.

7. Enablers

7.1 The Joint Commissioning system provides a platform to effectively pool existing resource and expertise across both the CCG and the Council to build the skills, improve knowledge and leadership in our teams and communities to deliver better care together.

7.2 The CCG and Council together will:

- Develop the skills to sustainably transform systems and services that meet the needs of the local population;
- Create high-performing, effective teams;
- Support stakeholders in working together more effectively;
- Create commitment and energy for system improvement;
- Ensure Clinical leadership and engagement;
- Engage with all stakeholders (with the Accountable Care Partnership, the South Yorkshire & Bassetlaw Accountable Care System, our employees and our citizens);
- Drive partnerships and collaboration (with the Accountable Care Partnership, the South Yorkshire & Bassetlaw Accountable Care System, our employees and our citizens);
- Build trust and confidence between partners and stakeholders;
- Embed a common culture of empowerment;

7.3 We will look to build a common platform by exploring integration through workforce, informatics and business intelligence, communications, estates, commissioning, contracting procurement, finance and other back office functions where appropriate.

7.4 We will look to explore:

- The development of a joint commission function
- Joint strategies, plans and planning processes
- Work on rationalisation / maximising the Doncaster estate
- A Doncaster wide IM&T and Business Intelligence function.
- Develop a joint Procurement Strategy to rationalise and reduce expenditure.
- Explore opportunities to improve efficiency and joint working across health and social care.
- Design and implement a single procurement approach for Doncaster aligned to best practice principles laid out in the procurement guidance. This will include infrastructure to reduce clinical variation and clinically led supplier management.

8. Information Sharing

8.1 The exchange of information will take place at many levels. Information available to one organisation that is relevant to the responsibilities of the other will be shared where requested. In addition, if one organisation considers that information it has gathered will be materially relevant to the other, it will offer such information to the other. In particular, information sharing will support the effective identification of risks to each other's objectives. Information will be shared in accordance with the current Information Sharing Protocol and it is acknowledged by both Parties that the information Sharing Protocol must be reviewed and updated as we move forward to the Joint Commissioning Agreement

9. Overarching Principles, Values and Behaviours

9.1 The Council and the CCG will:

- ✓ Work in partnership to achieve agreed outcomes and ensure that a productive and constructive relationship continues to be developed and maintained.
- ✓ Recognise and respect each other's roles in improving the health of the population.
- ✓ Support each other in finding the most efficient ways to deliver project requirements.
- ✓ Be honest, constructive and communicative in all dealings with each other.
- ✓ Have reasonable expectations of each other, consistent with agreed arrangements.
- ✓ Use the content and terms of this MoU to help in resolving any conflicts that arise in the working relationship.
- ✓ Be responsive each other's needs during the year, within the flexibility of a planned programme of work.
- ✓ Owe each other a duty of confidentiality regarding business sensitive issues.
- ✓ The Joint Commissioning System will be built on core values and beliefs which will be underpinned by an organisational development philosophy based on the principles of an integrated learning and improvement system, collective and distributed leadership and appreciative enquiry.

10. Governance and Accountability

10.1 This MoU does not replace the legal framework or responsibilities of our statutory organisations but instead sits alongside the framework to complement and enhance it. It recognises the complexity of how the health and care system currently work and interact with each other to provide the best possible care and services.

10.2 During the term of the MoU, the members of the JCCC will remain accountable to the relevant respective governing structures of their statutory organisations which they represent.

10.3 The CCG and the Council has a responsibility to communicate the work of the JCCC to their respective organisations and Governing Bodies/Authorities. Each member will be expected to make their own arrangements to facilitate this, reflecting their own structures. There is a joint responsibility on all the membership to ensure that the partnership remains effective and is successful. The decision making and governance arrangements will be based on the CCG's delegated authority and Councils Constitution

10.4 The governance arrangements will be shaped and agreed by the 31st March 2018 as we work towards a Joint Commissioning Agreement, this will include a review of the membership of the JCCC to ensure this is in accordance with existing accountability arrangements.

10.5 From 1st April 2018 both the CCG and Council will be aware of each other's decision making powers and responsibilities.

11. Intellectual Property and Data

11.1 The Parties acknowledge that nothing in this MoU shall affect ownership of any intellectual property rights.

12. Leadership and Governance

12.1 As we look to commission health and care in a more integrated and sustainable way, there are a number of important questions we face. A significant and early challenge for leaders will be to consider how the CCG and Council can exercise control over services for which they are accountable, but do not necessarily deliver directly through their own organisations. At present, there is no strong evidence about a 'right way' to ensure good governance between organisations when working together through partnerships, joint ventures or other organisation forms. It is clear that the quality of relationships plays a crucial role in delivering good governance. Good corporate governance requires strong leadership and direction to set strategy and organisational culture and context, to ensure the effective management of risks to the delivery of that strategy.

12.2 The emerging leadership structure will require the process for the 'owner' organisations to nominate Senior Leaders with the necessary authority to make decisions within their gift. This will ensure both organisations retain oversight and

ability to have control in the short to medium term. We will set clear objectives and measures of progress and we will commit programme resource to maintain momentum on delivery. It is intended the CCG Governing Body and Council Cabinet will continue to provide assurance oversight through their own assurance frameworks and governance processes. We need to consider how we develop the detailed governance arrangements required to support a more formal approach as we move to a formal Joint Commissioner Agreement.

13. Conflicts of Interest

13.1 The governance arrangements which underpin this MoU will mitigate against the occurrence of conflict situations. In the event of any conflicts of interest being identified then this will be channelled through the next available meeting of the JCCC. A register of interests will be kept up to date and reported to the JCCC which will ensure that members, both clinicians and management, including recruited external support, disclose any relevant interest and act in accordance with all relevant codes of conduct.

13.2 Both parties will protect the confidentiality and sensitivity of all confidential information received from the other, and maintains effective controls designed to minimise the risk of inappropriate disclosure being made to individuals who may have a conflict of interest

14. Variation

14.1 This MoU may only be varied by written agreement of the Parties signed by, or on behalf of, each of the Parties.

15. Charges and liabilities

15.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU including in respect of any losses or liabilities incurred due to their own or their employee's actions.

15.2 No Party intends that any other Party shall be liable for any loss it suffers as a result of this MoU.

16. Term of the Agreement

16.1 This agreement commences on the date signed by both parties and will continue until 31st March 2018.

Signature:

Name: Jackie Pederson
Position: Accountable Officer
Organisation: NHS Doncaster Clinical Commissioning Group

Date:

Signature:

Name:
Position:
Organisation: Doncaster Borough Council

Date

Appendix A – Doncaster Place Plan

Document embedded

Doncaster Place Plan
Final Version 18 Octol

Appendix B

Work Programme Key Milestones

By 10 November 2017, a MoU Agreement between the CCG and Council framework which we will develop an integrated Commissioning System.

By 1st April 2018, a formal Joint Commissioner Agreement setting out how we operate as Joint Commissioners.

By 31 January 2018, the “boiler plate” terms and conditions will be agreed as part of a Section 75 Agreement which will form the basis of the Commissioner Agreement.