

Memorandum of Understanding
Delivering System Sustainability through the
Healthy Wirral Programme

Date of Agreement

1.0 The *Healthy Wirral* Mission and Vision

System partners across Wirral have agreed a shared Mission Statement and Vision for the borough. Our Mission is:

‘Better health and wellbeing in Wirral by working together’.

We have also agreed a broad vision which is

‘To enable all people in Wirral to live longer and healthier lives by taking simple steps of their own to improve their health and wellbeing. By achieving this together we can provide the very best health and care services when people really need them, as close to home as possible’

Recognising the need to live within our means as a system, we also aim to maximise the value of the Wirral pound, by ensuring that this is invested in place based care that will deliver evidenced based, quantifiable quality outcomes for the population of the Wirral

To achieve this, there is an expectation that all system partners will be committed to working towards acting as one in the interests of delivering the best outcomes for the Wirral Population within available resources

2.0 The Memorandum

This Memorandum of Understanding ('MOU') sets out the terms and understanding between and is entered into by the following organisations/individuals:

- Wirral Community NHS Foundation Trust (WCT)
- NHS Wirral Clinical Commissioning Group (WCCG)
- Wirral University Teaching Hospitals NHS Foundation Trust (WUTH)
- Cheshire and Wirral Partnership NHS Foundation Trust (CWP)
- Wirral Borough Council (WBC)
- Primary Care Wirral Federation
- Wirral GP Federation (GPW-Fed) Ltd)

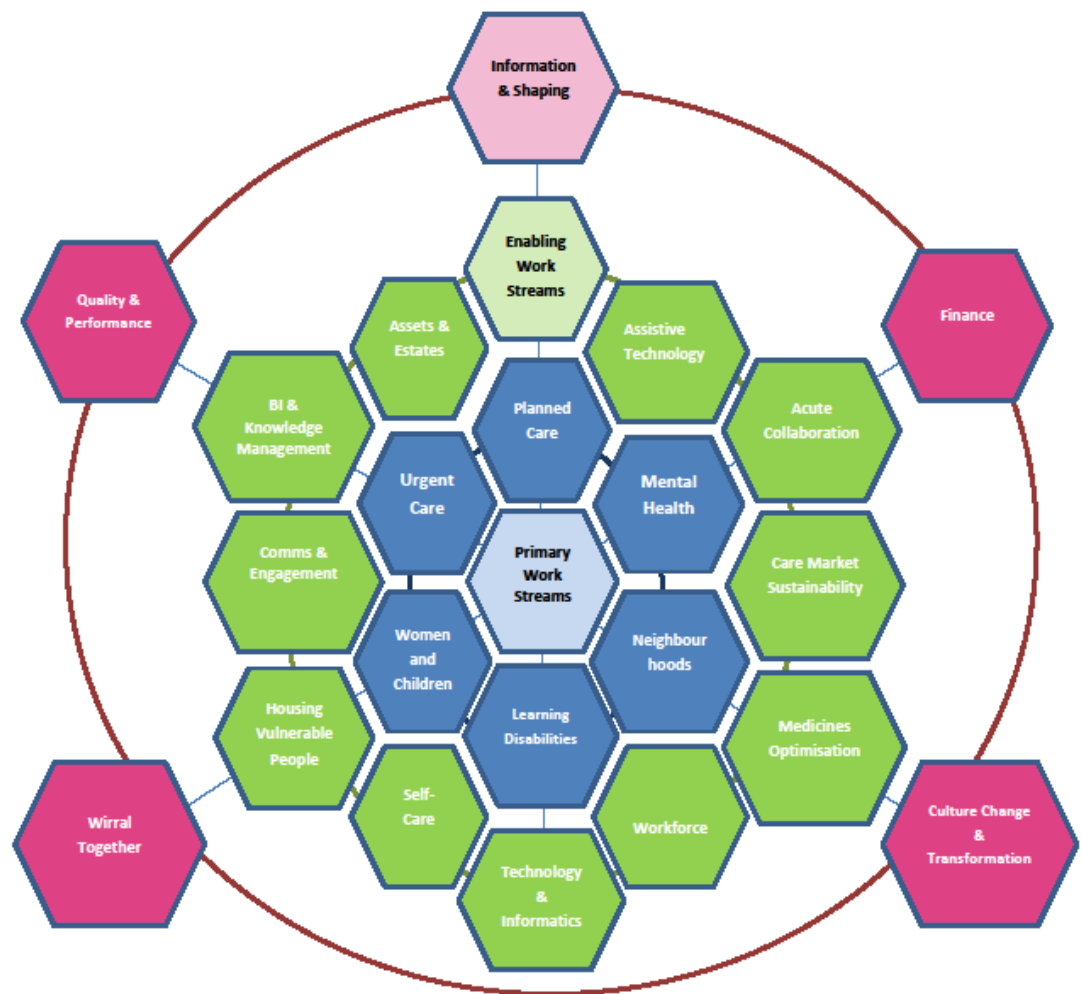
For the purposes of this MOU hereinafter referred to collectively as the 'Parties'. The MOU reflects an intent between the Parties to work together collaboratively to achieve the system ambition for long term financial and clinical sustainability. This requires the Parties to work collaboratively to deliver sustainable transformation across the system and meet the key challenges of:

1. **Acting As One** – exemplified in actions and behaviours. Delivering net system benefit
2. **Improving population health** – delivering the *Healthy Wirral* outcomes around better care and better health using a place based approach.
3. **Clinical sustainability** –sustainable, high quality, appropriately staffed, organisationally agnostic services.
4. **Financial sustainability** – managing within our allocation, ensuring cost effectiveness, avoiding duplication and unnecessary costs, delivering efficiency and better value.

This work is being undertaken within the broader national and regional context of the Five Year Forward View which sets out a clear goal that *"the NHS will take decisive steps to break down the barriers in how care is provided between family doctors and hospitals, between physical and mental health, between health and social care."*

This will be pursued through the delivery of the *Healthy Wirral* Delivery Programmes summarised in figure 1 below. The programme is designed to enable system-wide collective problem solving and to implement ambitious transformation for health and care delivery. The Parties will collectively & collaboratively consider how new models of care and potential future organisational arrangements can best support delivery of agreed plans. For the avoidance of doubt, this reference relates to “system” working and is not intended in any way to assume any formal organisational structural change.

Figure 1: Healthy Wirral Delivery Programme Summary



3.0 Delivering the achievement of System Financial Stability

In order to deliver the ambitions of the *Healthy Wirral* vision the parties will commit to the Achieving System Financial Sustainability (ASFS) programme. This will be pursued through the formal process of the Capped Expenditure Programme- Lite (CEP-Lite) as established by Cheshire and Merseyside Health and Care Partnership.

A detailed summary of the process is provided at Appendix 1. The three key elements of the programme include:

- Review and stress test existing plans
- Deliver the recommendations in the Next Steps on the NHS 5 Year Forward View ten step efficiency plan (1)
- Consider the difficult decisions that would further control expenditure

Benefits include:

- Transparency between the different organisations on financial plans, assumptions and operational challenges.
- Joint ownership of the challenge to reduce expenditure to an affordable level within the system.
- Additional savings identified and achieved.

This MOU describes the relationship between the Parties to facilitate effective co-operation, collaboration, alignment and behaviours in relation to the Programme.

The high level process map below shows the six key steps to deliver net system savings and further opportunities:

4.0 Commitments of the Parties under this MOU

Through *Healthy Wirral* the Parties will bring together commissioners and providers to collectively develop and deliver a System Sustainability Plan including the ASFS process and CEP-Lite; detailed in appendix 1. This process will look beyond individual organisational boundaries in order to achieve system transformation including a net reduction in the overall cost of delivering health and care services, whilst achieving the best possible outcomes for the population they serve.

The Parties confirm their intent to actively engage and work collaboratively and in good faith at all times in connection with the *Healthy Wirral* programme described above. All organisations and their staff will participate fully in the development and delivery of the *Healthy Wirral* System Sustainability Plan and be open, honest and transparent in all dealings with the other organisations involved, recognising that the partnership operates on the understanding that no decisions or actions are taken to the detriment of any partner without a clear benefit to the partnership.

All parties will ensure that through collectively aligning engagement behaviours and care pathways they achieve effective and efficient outcomes aligned with the principles of place-based care.

The Parties agree to joint ownership of the financial challenge and any agreed actions resulting from the process. In order to facilitate this, the Parties are committed to develop a risk and gain share process to support the transformation of current and future service provision, ensuring system mechanisms are in place to ensure patient safety is not put at risk.

The Parties will work together to ensure the effective stewardship of the financial resources available to them and will share skills, knowledge, experience and resources effectively and in a prioritised way to achieve system financial sustainability whilst delivering the best possible health and care outcomes for the people of Wirral.

The Parties will work collaboratively, in good faith and in the spirit of partnership and transparency so that the health and care needs of the Wirral population are met. Engaging effectively with clinicians and operational leads across the system, the parties will demonstrate commitment to deliver transformational change through the development of place-based, clinically effective and organisationally agnostic health and care pathways. The parties will work collectively and in partnership with Wirral people to deliver improved population health.

5.0 Roles and Responsibilities of Parties

All Parties involved accepts collective responsibility for all the decisions and actions agreed collectively by the participating organisations.

Resources and expertise will be shared between the Parties.

The Parties will remain accountable for the delivery of key performance targets and ensuring patient safety and quality but will have a collective responsibility to work across organisations to support those accountabilities.

The Parties to this MOU agree to make available information and data arising from the programme (subject always to compliance, where relevant, with obligations owed by any Party under the General Data Protection Regulation) and to provide other reasonable support to facilitate the projects wider adoption.

The methodology the Parties use to analyse opportunities will be evidence-based and supported by the available data and intelligence. All participating organisations agree to share the most up to date data and metrics from comparative performance indicators and enabling programmes such as Carter, 'RightCare' and GIRFT. All participating organisations agree to share all data required to support the process to develop and deliver the Plan. The parties will commit to system wide reporting for the Health & Care Partnership and regulators; incorporating performance and quality as well as finance.

The Parties will use evidence to demonstrate the value of the services they provide and ensure that change is evidence based and co-produced with the communities they serve and subject to post completion review to substantiate expected outcomes.

6.0 Governance and Management of Risk

Governance and oversight of the programme will be undertaken on behalf of the Parties by the *Healthy Wirral* Partnership Board and subject to the accountabilities enshrined within the terms of reference of this board. Detailed governance structures are provided in Appendix 2.

All Parties agree to provide information and appropriate representatives to meet as required in order to facilitate the delivery of the Project.

It is recognised that organisations are statutorily required to work within the regulatory frameworks of their individual regulators. This may lead to situations where partners may have to agree to operate as a system at risk. In managing such risks the parties will develop, maintain and review an assurance framework through the *Healthy Wirral* Partners Board; establishing and mitigating principle strategic system risks

7.0 Confidentiality

The Parties reaffirm that as part of the collaboration between them they will keep confidential any information classified as confidential and will not disclose the same without the prior consent of the relevant Party whose confidential information it is.

8.0 Dispute resolution

The Parties will endeavour at all times to work constructively and in partnership to deliver the programme within the resources available. If any conflicts or disputes arise the Parties will enter into constructive dialog in order to ensure continuity of service and performance.

Every effort will be made to resolve disputes through discussion with all Parties. Any unresolved issues will be escalated to the appropriate Nominated Officer as listed below within each Party.

9.0 Termination

The MOU will terminate on completion of the Programme, as agreed in the detailed system sustainability plan but notwithstanding that, it will terminate in any event no later than **1 September 2021**

10.0 Legal Status

This MOU is not intended to be a legally binding arrangement between the Parties. The Parties shall not seek redress through any legal process to enforce any of the terms of this MOU.

11.0 Duration

The duration of the Programme is anticipated to be from **1 September 2018 to 31 August 2021** this may be revised and/or extended by mutual agreement of the Parties.

12.0 Appendices

Appendix 1	Summary of Capped Expenditure-Lite (CEP-Lite) Programme
Appendix 2	<i>Healthy Wirral</i> programme governance structures

This Memorandum of Understanding is made this

Date:_____.

Signed for and on behalf of **the Wirral Community NHS Foundation Trust:**

Signed: _____ Date: _____

Print name:

Position:

Signed for and on behalf of **the Wirral University Teaching Hospital:**

Signed: _____ Date: _____

Print name:

Position:

Signed for and on behalf of **NHS Wirral Clinical Commissioning Group**

Signed: _____ Date: _____

Print name:

Position:

Signed for and on behalf of **Cheshire and Wirral Partnership NHS Foundation Trust**

Signed: _____ Date: _____

Print name:

Position:

Signed for and on behalf of **Wirral Borough Council**

Signed: _____ Date: _____

Print name:

Position:

Signed for and on behalf of **Primary Care Wirral Federation**

Signed:

Date:

Print name:

Position:

Signed for and on behalf of **Wirral GP Federation (GPW-Fed) Ltd**

Signed:

Date:

Print name:

Position: