

DATED

2017

**HUMBER, COAST AND VALE
SUSTAINABILITY AND TRANSFORMATION PLAN**

MEMORANDUM OF UNDERSTANDING

Date: 30 January 2017

Humber, Coast and Vale Memorandum of Understanding

Dated:

2017

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

- (1) CARE PLUS GROUP (NORTH EAST LINCOLNSHIRE) LIMITED** (company number IP031272) whose registered office is at The Val Waterhouse Centre, 41-43 Kent Street, Grimsby, DN32 7DH;
- (2) CITY HEALTH CARE PARTNERSHIP CIC** (company number 06273905) whose registered office is at 5 Beacon Way, Hull, England, HU3 4AE;
- (3) CITY OF YORK COUNCIL** whose office is at West Offices, Station Rise, York, YO1 6GA;
- (4) EAST MIDLANDS AMBULANCE SERVICE NHS TRUST** whose office is at Trust Headquarters, 1 Horizon Place, Mellors Way, Nottingham Business Park, Nottingham, NG8 6PY;
- (5) EAST RIDING OF YORKSHIRE COUNCIL** whose office is at County Hall, Beverley, East Riding of Yorkshire, HU17 9BA;
- (6) FOCUS INDEPENDENT ADULT SOCIAL WORK C.I.C.** (company number 08604885) whose registered office is at Heritage House, Fishermans Wharf, Grimsby, South Humberside, DN31 1SY;
- (7) HULL CITY COUNCIL** whose office is at Guildhall, Alfred Gelder Street, Hull, HU1 2AA;
- (8) HULL AND EAST YORKSHIRE HOSPITALS NHS TRUST** whose address is at Hull Royal Infirmary, Anlaby Road, Hull, HU3 2JZ;
- (9) HUMBER NHS FOUNDATION TRUST** whose address is at Trust Headquarters, Willerby Hill, Beverley Road, Willerby, East Yorkshire, HU10 6ED;
- (10) NAVIGO HEALTH AND SOCIAL CARE CIC** (company number 07458926) whose registered office is at Navigo House, 3-7 Brighowgate, Grimsby, North East Lincolnshire, DN32 0QE;
- (11) NHS EAST RIDING OF YORKSHIRE CLINICAL COMMISSIONING GROUP** whose office is at Health House, Grange Park Lane, Willerby, East Riding of Yorkshire, HU10 6DT;

- (12) **NHS COMMISSIONING BOARD** (operating as **NHS ENGLAND**) whose regional office is at Unit 3 Alpha Court, Monks Cross, York, North Yorkshire, YO32 9NW;
- (13) **NHS HULL CLINICAL COMMISSIONING GROUP** whose office is at Second Floor, Wilberforce Court, Alfred Gelder Street, Hull, HU1 1UY;
- (14) **NHS IMPROVEMENT** whose office is at Wellington House, 133-155 Waterloo Road, London, SE1 8UG;
- (15) **NHS NORTH EAST LINCOLNSHIRE CLINICAL COMMISSIONING GROUP** whose office is at Athena Building, 5 Saxon Court, Grimsby, DN31 2UJ;
- (16) **NHS NORTH LINCOLNSHIRE CLINICAL COMMISSIONING GROUP** whose office is at Health Place, Wrawby Road, Brigg, North Lincolnshire, DN20 8GS
- (17) **NHS PROPERTY SERVICES LIMITED** (company number 07888110) whose registered office is at 85 Gresham Street, London, England, EC2V 7NQ;
- (18) **NHS SCARBOROUGH AND RYEDALE CLINICAL COMMISSIONING GROUP** whose office is at Town Hall, St Nicholas Street, Scarborough, YO11 2HG;
- (19) **NHS VALE OF YORK CLINICAL COMMISSIONING GROUP** whose office is at West Offices, Station Rise, York, YO1 6GA;
- (20) **NORTH EAST LINCOLNSHIRE COUNCIL** whose office is at Municipal Offices, Town Hall Square, Grimsby, North East Lincolnshire, DN31 1HU;
- (21) **NORTH LINCOLNSHIRE COUNCIL** whose office is at Civic Centre, Ashby Road, Scunthorpe, North Lincolnshire, DN16 1AB;
- (22) **NORTHERN LINCOLNSHIRE AND GOOLE NHS FOUNDATION TRUST** whose office is at Scunthorpe General Hospital, Cliff Gardens, Scunthorpe, DN15 7BH;
- (23) **NORTH YORKSHIRE COUNTY COUNCIL** whose office is at County Hall, Northallerton, North Yorkshire, DL7 8AD;
- (24) **ROTHERHAM DONCASTER AND SOUTH HUMBER NHS FOUNDATION TRUST** whose office is at Woodfield House, Tickhill Road Hospital, Doncaster, DN4 8QN
- (25) **TEES, ESK & WEAR VALLEYS NHS FOUNDATION TRUST** whose office is at West Park Hospital, Edward Pease Way, Darlington, County Durham, DL2 2TS;
- (26) **YORKSHIRE AMBULANCE SERVICE NHS TRUST** whose office is at Springhill, Brindley Way, Wakefield 41 Business Park, Wakefield, WF2 0XQ;
- (27) **YORK TEACHING HOSPITALS NHS FOUNDATION TRUST** whose office is at Wigginton Road, York, YO31 8HE; and

(28) **YORKSHIRE AND HUMBER PARTNERS ACADEMIC HEALTH SCIENCE NETWORK LIMITED** (company number 08887451) whose registered office is at 12 Navigation Court Calder Park Business Park, Wakefield, West Yorkshire, WF2 7BJ.

(each a "**Participant**" and all together referred to as the "**Participants**")

Background

- (A) An integral component to facilitate the delivery of the Five Year Forward View 2016/17-2020/21 across the Participants is the establishment and development of a local health and care system set out in the Humber Coast and Vale Area Sustainability and Transformation Plan (STP). The Participants have agreed to work together on the Humber, Coast and Vale Sustainability and Transformation Plan as detailed in Schedule 4 to this Memorandum (the **Plan**)
- (B) With an emphasis on place based planning, the intention is to deliver a whole system model approach that focuses on value and encourages the development of a different model of care and support that is coherent, integrated and focuses on population health and system value.
- (C) The Participants wish to record the basis on which they will collaborate with each other on the Plan and this Memorandum sets out:
- (a) the objectives of the Plan;
 - (b) the principles of collaboration between the Participants;
 - (c) the governance structures the Participants will put in place; and
 - (d) the respective roles and responsibilities the Participants will have during the Plan.

Operative provisions

1. INTERPRETATION

In this Memorandum headings are for convenience only and do not affect interpretation:

“Activities”	means all activities, things and tasks which any Participant is, or may be, requested to do to comply with its obligations under this Memorandum as set out in Schedule 3 (Activities);
“Associates”	means, in respect of a Participant, any officer, employee, agent, subcontractor, supplier or consultant of that Participant and their respective officers, employees, agents, subcontractors, suppliers and consultants;
“Memorandum”	means this document and includes its schedules, annexures and attachments;

"Objectives"	means the objectives set out in Schedule 2 (Objectives) as may be amended by the Participants from time to time;
"Principles"	has the meaning given in the Schedule 1 (Principles);
"Plan"	means the Humber, Coast and Vale Sustainability and Transformation Plan, as more fully described in Schedule 4;

2. OBJECTIVES FOR THE PLAN

The Participants shall undertake the Plan to achieve the Objectives.

3. BEHAVIOURAL COMMITMENTS

3.1 Objectives and Principles

3.1.1 The Participants each agree that they will:

- (a) adopt all reasonable measures to ensure that the Objectives are achieved; and
- (b) conduct their activities in respect of the Plan in a way which is consistent with the Principles and take all reasonable steps to ensure that any Associates involved in carrying out the Activities do likewise.

3.2 Co-operation and innovation

3.2.1 The Participants agree that they will work together in a co-operative and innovative manner for the purpose of:

- (a) meeting or exceeding the Objectives and fully complying with the Principles; and
- (b) ensuring that the Activities are carried out in a co-ordinated and efficient manner.

3.3 Sharing of information

3.3.1 The Participants agree that (subject to compliance with the protocols set out below) they will share all information relevant to the Activities in an honest, open and timely manner.

3.3.2 In addition to this Memorandum, the Participants will seek to agree the following additional documents as appropriate to manage their relationships for confidentiality, conflicts of interest, and sharing of information between themselves in more detail:

- (a) a standalone confidentiality agreement;
- (b) a protocol to manage conflicts of interest; and/or

- (c) a protocol to manage the sharing of commercial information in accordance with competition law requirements.

3.4 Conflicts of interest

3.4.1 The Participants agree that they will:

- (a) disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this Memorandum or the performance of the Activities, immediately upon becoming aware of the conflict of interest whether that conflict concerns a Participant or any person employed or retained by a Participant for or in connection with the performance of the Activities;
- (b) not allow themselves to be placed in a position of conflict of interest or duty in regard to any of their rights or obligations under this Memorandum (without the prior consent of the Strategic Partnership Board) before they participate in any discussion or decision in respect of that matter;
- (c) comply with the terms of any agreed conflict of interest protocol in relation to the operation of the Plan as set out in paragraph 3.3 above; and
- (d) use best endeavours to ensure that their Associates also comply with the requirements of the provisions set out in these paragraphs 3.4 (a) (b) and (c) when acting in connection with this Memorandum or the performance of the Activities.

3.5 Future addition of Participants

3.5.1 If appropriate to achieve a "best for Plan" outcome, the Participants may agree to include additional participant(s) to the group. If they agree on such a course the Participants will cooperate to enter into the necessary documentation and revisions to this Memorandum if required.

3.5.2 The Participants intend that any organisation who is to be a participant to this Memorandum (including themselves) shall:

- (a) commit to the Principles and the Objectives and ownership of the system success/failure. The Participants acknowledge that the delivery of health outcomes in a financially sustainable environment is the biggest determining factor for success of the Plan (in other words, the organisational success of each Participant is not a determining factor in judging the success of the Plan); and
- (b) agree to work towards developing how a principle of appropriate representation and equitable risk and gain share will operate within the governance and decision making for the Participants (having regard to

compliance with legal and regulatory requirements).

4. PRIMARY PERFORMANCE OBLIGATIONS

4.1 Primary performance obligations of Participants

4.1.1 The Participants agree that they will collectively perform the Activities allocated to them:

- (a) in accordance with the Principles;
- (b) in a careful, diligent, skilful and professional manner;
- (c) so that they are delivered:
 - (i) fit for their intended purposes as stated in, or reasonably inferred from this Memorandum;
 - (ii) in compliance with the requirements of this Memorandum; and
 - (iii) with the aim of achieving optimal value for money and satisfying the Objectives.

5. PROGRAMME GOVERNANCE

5.1.1 The governance structure defined below provides a structure for the development and delivery of the Plan.

5.1.2 The governance arrangements will be:

- (a) based on the principle that decisions will be taken by the relevant Participant organisations at the most appropriate level.
- (b) shaped by the Participants in accordance with existing accountability arrangements and the Decision Making Gateway document, a copy of which will be annexed as Schedule 8 to this Memorandum in an agreed form, whilst recognising that different ways of working will be required to deliver the transformational ambitions of the Plan. The Participants intend that there should be as far as permissible a single governance structure to help oversee the STP and the delivery of the Objectives.
- (c) underpinned by the principles that:
 - (i) the Participants will remain subject to the NHS Constitution (where applicable) and retain their statutory functions and their existing accountabilities for current resources and funding flows; and
 - (ii) commissioners, providers, patients and public across the area served by the Plan will shape the future of its health and social care together.
 - (iii) reviewed by the Strategic Partnership Board regularly to ensure that the

arrangements are appropriate to facilitate the Objectives being delivered within the timeline required by the Participants set out in the Plan and subsequent revisions.

5.2 Strategic Partnership Board

5.2.1 The **Strategic Partnership Board** provides overall strategic oversight and direction to the Plan. This group will initially consist of:

Organisation	Title
Care Plus Group Charitable Trust	Chief Executive
City Health Care Partnerships CIC	Chief Executive
City of York Council	Senior Strategic Community Development Lead
East Midlands Ambulance Service NHS Trust	Chief Executive
East Riding of Yorkshire Council	Chief Executive
East Riding of Yorkshire Council	Director of Corporate Strategy and Commissioning
Focus Independent Adult Social Care Work C.I.C.	Chief Executive
Healthwatch	TBC
Hull City Council	Chief Executive
Hull City Council	Director of Public Health and Adult Social Care
Hull and East Yorkshire Hospitals NHS Trust	Chief Executive
Humber NHS Foundation Trust	TBC
Local Medical Committee Representative	TBC
NAVIGO Health and Social Care CIC	Chief Executive

Organisation	Title
NHS East Riding of Yorkshire Clinical Commissioning Group	Chief Officer
NHS England	Locality Director (North)
NHS England	Director
NHS England	Assistant Director Specialised Commissioning
NHS Hull Clinical Commissioning Group & HCV STP Lead	Chief Officer
NHS Hull Clinical Commissioning Group	Chair
NHS Hull Clinical Commissioning Group	Chief Finance Office
NHS Improvement	Delivery & Development Manager
NHS North East Lincolnshire Clinical Commissioning Group	Clinical Chief Officer
NHS North Lincolnshire Clinical Commissioning Group	Chief Officer
NHS Property Services Limited	Head of Property Services
NHS Property Services Limited	Property Strategy Manager
NHS Scarborough & Ryedale Clinical Commissioning Group	Chief Officer
NHS Vale of York Clinical Commissioning Group	GP representative
North and East Lincolnshire Council	Chief Executive
North Lincolnshire Council	Chief Executive

Organisation	Title
Northern Lincolnshire and Goole Hospitals NHS Foundation Trust	Chief Executive
North Yorkshire County Council	Associate Director Integration
Rotherham Doncaster And South Humber NHS Foundation Trust	Chief Executive
Royal College of General Practitioners	GP Forward View ambassador
Tees, Esk & Wear Valleys NHS Foundation Trust	Chief Executive
Yorkshire Ambulance Service NHS Trust	Director of Business Development
York Teaching Hospitals NHS Foundation Trust	Chief Executive
York Teaching Hospitals NHS Foundation Trust	Director of Community Services
Yorkshire & Humber Partners Academic Health Sciences Network Limited	Chief Operating Officer

- 5.2.2 In addition, representation from senior programme management support to the STP will also be in attendance. The Strategic Partnership Board shall be managed in accordance with the terms of reference set out in Schedule 5 to this Memorandum.
- 5.2.3 Whilst the above represent the key stakeholders upon which the delivery of the Plan is incumbent, the Participants will also seek the support and collaboration of other key providers and organisations within the local health and care economy of Humber, Coast and Vale, and representatives from national bodies where appropriate to ensure the successful achievement of the agreed Objectives.
- 5.2.4 Members of the Strategic Partnership Board representing their organisations will need to have sufficient authority to attend on behalf of their organisation and make decisions on its behalf, whilst acting at all times in accordance within the terms of its organisation and the NHS Constitution (where applicable).

5.3 Humber, Coast and Vale Executive Group

- 5.3.1 The Humber, Coast and Vale Executive Group (HCV EG) will provide strategic management at programme and Activity level. It will provide assurance to the Strategic Partnership Board that the Objectives are being met and that the Plan is performing within the boundaries set by the Strategic Partnership Board.
- 5.3.2 The HCV EG consists of representatives from across the Participants. It shall have responsibility for the creation and execution of the programmes established to deliver the Plan and each Participants Activities, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the HCV EG. The core HCV EG members are:

Organisation	Title	STP Role
City Health Care Partnership CIC	Chief Executive	Out of Hospital Care SRO
East Riding of Yorkshire Council	Director of Public Health	Prevention SRO
East Riding of Yorkshire Council	Chief Executive	Local Authority Lead
Hull and East Yorkshire Hospitals NHS Trust	Chief Executive	Hull & East Riding Locality SRO
NHS East Riding of Yorkshire Clinical Commissioning Group	Chief Officer	Cancer SRO
NHS Hull Clinical Commissioning Group	Chief Officer	HCV STP Lead Strategic Commissioning SRO (interim)
NHS Hull Clinical Commissioning Group	Chief Finance Officer	Finance Lead
NHS Hull Clinical Commissioning Group	TBC	Programme Director

Organisation	Title	STP Role
NHS North East Lincolnshire Clinical Commissioning Group	Clinical Chief Officer	Clinical Lead
NHS North East Lincolnshire Clinical Commissioning Group	Deputy Chief Executive	Urgent & Emergency Care SRO
NHS North Lincolnshire Clinical Commissioning Group	Chief Officer	North & North East Lincolnshire Locality SRO Mental Health SRO
Northern Lincolnshire, Goole Hospitals NHS Foundation Trust	Chief Executive	Acute & Specialised Care SRO
NHS Scarborough & Ryedale Clinical Commissioning Group	Chief Officer	York, Scarborough & Ryedale Locality SRO
York Teaching Hospitals NHS Foundation Trust	Deputy Chief Executive	[TBC]

5.3.3 In addition, representation from senior programme management support will also be in attendance. The HCV EG shall initially meet fortnightly and shall be managed in accordance with the terms of reference set out in Schedule 6 to this Memorandum. The SROs named above are defined by the role and responsibilities set out in Schedule 7 to this Memorandum.

5.3.4 Members of the HCV EG representing their organisations will need to have sufficient authority to attend on behalf of its organisation and make decisions on its behalf, whilst acting at all times in accordance within the terms of their own organisations governance and the NHS Constitution (where applicable).

5.4 Reporting lines

5.4.1 Plan reporting shall be undertaken at four levels:

5.4.2 **Strategic Partnership Board:** Reporting shall be monthly, based on the minutes from the HCV EG highlighting: Progress this period; issues being managed; issues

requiring help (that is, escalations to the Strategic Partnership Board) and progress planned in the next period and/or aligned with the frequency of the Strategic Partnership Board meetings.

- 5.4.3 **HCV EG:** Notes and actions will be recorded for each HCV EG meeting. Any additional reporting requirement shall be at the discretion of the HCV EG.
- 5.4.4 **Workstream, Localities and PMO:** Regular reports from each workstream and locality set up by the Strategic Partnership Board will be received by the HCV EG team where escalated risks are initially reviewed and actions agreed.
- 5.4.5 **Participant organisational level:** the HCV EG and Strategic Partnership Board members shall be responsible for drafting reports into their respective sponsoring organisation as appropriate.

5.5 **Roles and responsibilities**

The Participants shall undertake the Activities set out in Schedule 3 to deliver the Plan.

5.6 **Escalation**

- 5.6.1 If any Participant has any issues, concerns or complaints about the Plan, or any matter in this Memorandum, that Participant shall notify the other relevant Participants and they shall then seek to resolve the issue by a process of consultation always bearing in mind the behavioural commitments made by the Participants in this Memorandum and specifically the Principles.
- 5.6.2 The Participants agree that they will use reasonable endeavours to avoid disputes between each other, notify each other of perceived or real differences of opinion as soon as they arise, and attempt to promptly resolve those differences by a process of discussion between the relevant Participants and may seek to involve a third party Participant as arbitrator if appropriate in the circumstances.
- 5.6.3 If the issue cannot be resolved through consultation the matter may be escalated to the HCV EG by notification from any one of the relevant Participants. The HCV EG shall then decide on the appropriate course of action to take to attempt to reach a consensual resolution in accordance with the Principles and Objectives. If the matter cannot be resolved by the HCV EG within 21 days of the referral, then the matter may upon application by any affected Participant be escalated to the Strategic Partnership Board which shall within 21 days of such referral decide on the appropriate course of action to take on the basis of the Principles and meeting the Objectives for the Plan and shall also determine whether input from national regulators is required in order to facilitate resolution of the issue.
- 5.6.4 If any Participant receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or

requests for information made under the Freedom of Information Act 2000) in relation to the Plan, the matter shall be promptly referred to the HCV EG (or its nominated representatives) having regard to the statutory periods for responding to such claims and requests.

- 5.6.5 The Participants understand that ultimately each of them is a separate organisation and that they remain individually responsible for compliance with their statutory and other obligations. Where appropriate having regard to these obligations and the required time periods for responding to any such claims and requests, each Participant shall seek to ensure that no action is taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Plan, without prior discussion at the HCV EG (or its nominated representatives).
- 5.6.6 With respect to requests submitted under the Freedom of Information Act 2000, the HCV EG will use reasonable endeavours to facilitate provision of a response but individual statutory bodies retain final accountability for responding to requests they receive within the statutory periods for responding to such claims and requests.

6. INTELLECTUAL PROPERTY

- 6.1.1 The Participants intend that (notwithstanding any secondment of employees) any intellectual property rights created in the course of the development and delivery of the Plan shall vest in the Participant whose employee created them (or in the case of any intellectual property rights created jointly by employees of multiple Participants in the party that is lead party for the Activity for the part of the Programme that the intellectual property right relates to).
- 6.1.2 Where any intellectual property right vests in a Participant in accordance with the intention set out above, that Participant shall grant an irrevocable licence at no cost to the other Participants in the Plan to use that intellectual property solely for the purposes of the development or delivery of the Plan.

7. COMPETITION AND PROCUREMENT COMPLIANCE

- 7.1.1 The Participants recognise that it is the duty of the Clinical Commissioning Groups along with NHS England and the Councils (where acting as a commissioners of services) as commissioners, rather than providers, to decide what services to procure and how best to secure them in the interests of patients.
- 7.1.2 In addition, the Participants are aware of their competition compliance obligations, both under competition law and, in particular (where applicable) under the NHS Improvement Provider Licence for providers and shall take all necessary steps to ensure that they do not breach any of their obligations in this regard. Further, the Participants understand that in certain circumstances collaboration or joint working could trigger the merger rules and as such be notifiable to the Competition and

Markets Authority and Monitor/NHS Improvement and will keep this position under review accordingly.

- 7.1.3 The Participants understand that no decision shall be made to make changes to the services in Humber, Coast and Vale or the way in which they are delivered without prior consultation where appropriate in accordance with the Participants statutory and other obligations.

8. TERM AND TERMINATION

This Memorandum shall commence on the date of signature of the Participants, and shall continue for an initial period of three (3) years and thereafter subject to an annual review of the arrangements by the Strategic Partnership Board.

9. VARIATION

This Memorandum, including the Schedules, may only be varied by written agreement of all the Participants.

10. CHARGES AND LIABILITIES

- 10.1.1 Except as otherwise provided, the Participants shall each bear their own costs and expenses incurred in complying with their obligations under this Memorandum.
- 10.1.2 By separate agreement, the Participants may agree to share specific costs and expenses (or equivalent) arising in respect of the Plan between them in accordance with a Contributions Schedule to be developed by the HCV EG and approved by the Strategic Partnership Board.
- 10.1.3 Participants shall remain liable for any losses or liabilities incurred due to their own or their employee's actions.

11. STATUS

- 11.1.1 Save for Paragraphs 10 (Charges and Liabilities) and 12 (Governing law) this Memorandum is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Participants from this Memorandum. The Participants enter into the Memorandum intending to honour all their obligations.
- 11.1.2 Nothing in this Memorandum is intended to, or shall be deemed to, establish any partnership or joint venture between the Participants, constitute a Participant as the agent of another, nor authorise any of the Participants to make or enter into any commitments for or on behalf of another Participant.

12. GOVERNING LAW AND JURISDICTION

This Memorandum shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out above, each Participant agrees to submit to the exclusive jurisdiction of the courts of England.

13. COUNTERPARTS

- 13.1.1 This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Memorandum, but all the counterparts shall together constitute the same agreement.
- 13.1.2 The expression “counterpart” shall include any executed copy of this Memorandum transmitted by fax or scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment.
- 13.1.3 No counterpart shall be effective until each Participant has executed at least one counterpart.

We have signed this Memorandum of Understanding on the date written at the head of this Memorandum.

Signed for and on behalf of **CARE
PLUS GROUP CHARITABLE TRUST**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **CITY
HEALTH CARE PARTNERSHIP CIC**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **CITY OF
YORK COUNCIL**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **EAST
RIDING OF YORKSHIRE COUNCIL**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **FOCUS
INDEPENDENT ADULT SOCIAL
WORK C.I.C.**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **HULL CITY
COUNCIL**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **HULL AND
EAST YORKSHIRE HOSPITALS NHS
TRUST**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **HUMBER
NHS FOUNDATION TRUST**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NAVIGO
HEALTH AND SOCIAL CARE CIC**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NHS EAST
RIDING OF YORKSHIRE CLINICAL
COMMISSIONING GROUP**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NHS
ENGLAND**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NHS HULL
CLINICAL COMMISSIONING GROUP**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NHS
IMPROVEMENT**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NHS
NORTH EAST LINCOLNSHIRE
CLINICAL COMMISSIONING GROUP**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NHS
NORTH LINCOLNSHIRE CLINICAL
COMMISSIONING GROUP**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NHS
PROPERTY SERVICES LIMITED**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NHS
SCARBOROUGH AND RYEDALE
CLINICAL COMMISSIONING GROUP**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NHS VALE
OF YORK CLINICAL
COMMISSIONING GROUP**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NORTH
EAST LINCOLNSHIRE COUNCIL**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NORTH
LINCOLNSHIRE COUNCIL**

Signature:

Name:

Position:

Date:

Signed for and on behalf of
**NORTHERN LINCOLNSHIRE AND
GOOLE NHS FOUNDATION TRUST**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **NORTH
YORKSHIRE COUNTY COUNCIL**

Signature:

Name:

Position:

Date:

Signed for and on behalf of
**ROTHERHAM DONCASTER AND
SOUTH HUMBER NHS FOUNDATION
TRUST**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **TEES, ESK
& WEAR VALLEYS NHS
FOUNDATION TRUST**

Signature:

Name:

Position:

Date:

Signed for and on behalf of
**YORKSHIRE AMBULANCE SERVICE
NHS TRUST**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **YORK
TEACHING HOSPITALS NHS
FOUNDATION TRUST**

Signature:

Name:

Position:

Date:

Signed for and on behalf of
**YORKSHIRE AND HUMBER
PARTNERS ACADEMIC HEALTH
SCIENCE NETWORK LIMITED**

Signature:

Name:

Position:

Date:

SCHEDULE 1 - Principles

1. Participant organisations will work collaboratively and support each other over the period of transformation.
2. Participants will do all things reasonably expected of them by the others to give effect to the spirit and intent of this Memorandum and will not impede or restrict each other's performance of the Activities.
3. Participants will ensure the Humber, Coast and Vale Sustainability and Transformation Plan is aligned with their own organisations strategies and business development plans.
4. Participants will be open, transparent and act in good faith to each other.
5. Participants will be of equal status and standing within the Plan.
6. Participants will look to work on the Plan in the interests of the population of the Humber, Coast and Vale footprint rather than on current organisations. Participants will look to take all decisions under the Plan on a 'best for Humber, Coast and Vale' basis.
7. Participants will commit their resources appropriately to support a timely delivery of the agreed Objectives.
8. Participants commit to open, straight and honest communication, understanding and respecting other people's perspectives among the Participants and all key stakeholders and will as far as possible commit to try and resolve all issues between the Participants.
9. Participants agree that all transactions relating to Humber, Coast and Vale Sustainability and Transformation Plan are fully open book (save where this conflicts with legal or regulatory requirements). The Participants will look to complete the programme of Activities with clear lines of responsibility and accountability, without blame or surprises.
10. Participants recognise that this is an iterative programme.
11. Participants will use their influence to support the Humber, Coast and Vale Plan.

Schedule 2 – Objectives

Theme	Objective
Greater focus on prevention	<p>Pursue other determinants of health to drive wellbeing & prevention, e.g. housing, social inclusion, employment</p> <p>Prevention at scale – social investment</p>
Acute provider model across the footprint	<p>Acute services working in a consolidation model</p> <p>Retained sovereignty</p> <p>Integrated at the front line</p> <p>Standardised clinical pathways</p> <p>Shared back office</p> <p>Networked tertiary model in HCV, with links to Leeds and Sheffield</p>
Out of hospital accountable care	<p>Standardised care model</p> <p>Includes primary, community, mental health and social care</p> <p>Drive and manage demand</p>
Strategic commissioning	<p>Both health and social care</p> <p>Common standards and planning assumptions</p> <p>Performance management of acute provider and ACOs</p> <p>Smaller number of contracts</p>
Mental health	<p>Break down age barriers</p> <p>Better navigation</p> <p>Increase dementia training</p> <p>New care models and market stimulation</p> <p>Increase uptake of personal health budgets</p>
System-level governance	<p>Decision making process agreed, enforced and clinically informed</p> <p>Rules of engagement between organisations established</p> <p>Statutory duties and obligations accounted for</p>

Schedule 3 – Activities

1. The Strategic Partnership Board shall determine in the format set out below the activities to be undertaken by the Participants in accordance with the Plan. Once agreed the activity plan will be appended to this Schedule 3.

Activity	Lead Participant(s)	Assure Participant(s)
TBC	TBC	TBC

2. For the purpose of the table above:

Lead: the Participant that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other Participants in advance if they are identified as having a role to Assure the relevant activity;

Assure: the Participant that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Objectives and Principles.

3. Within 3 months of the date of the agreed plan being approved by the Strategic Partnership Board, the Participant with the lead role for any Activity shall develop a delivery plan for that part of the Plan which shall identify the following:
 - 3.1 the key milestones for the delivery of the Activity;
 - 3.2 what employees (other than employees identified in this Memorandum) will be required to work on the Plan;
 - 3.3 whether any staff will need to be seconded from one Participant to another;
 - 3.4 what staff will require access to the premises of the other Participant; and

- 3.5 any other requirements for delivery of the Activity.
- 4. Each delivery plan must be approved by the HCV EG prior to being implemented.

Schedule 4 – Humber, Coast and Vale Sustainability and Transformation Plan

Schedule 5 – Terms of Reference - Strategic Partnership Board

1. Scope

The Strategic Partnership Board will be responsible for leading the development of the Plan in accordance with the Principles, setting overall strategic direction in order to meet the Objectives.

2. Standing

The meeting of the Strategic Partnership Board is advisory for the Participants – Strategic Partnership Board Members shall only exercise functions and powers of a Participant to the extent that they are actually permitted to ordinarily exercise such functions and powers under that Participant's Internal Governance.

3. General Responsibilities of the Strategic Partnership Board

3.1 The general responsibilities of the Strategic Partnership Board are:

3.1.1 ensuring alignment of all Participants to the vision/strategy and formally recommending the final form of the Sustainability and Transformation Plan (Plan) to NHS England and NHS Improvement;

3.1.2 reviewing the performance of the Participants under the Memorandum (as fed back by the HCV EG) and determining strategies to improve performance or rectify poor performance – recommending remedial and mitigating actions across the system;

3.1.3 promote and encourage commitment to the Principles and Objectives;

3.1.4 formulate, agree and implement strategies for achieving the Objectives;

3.1.5 seek to determine or resolve any matter referred to it by the HCV EG or any individual Participant;

3.1.6 approve the appointment, removal or replacement of key project personnel; and

3.1.7 review and approve the terms of reference of the HCV EG and any key project personnel.

4. Independent Chair / Programme Manager

4.1 If an independent non-voting chair is appointed by the Participants to oversee the Strategic Partnership Board or a programme manager is to be appointed to oversee the development of the Plan, the Strategic Partnership Board will be responsible for appointing and determining the engagement of any such person and setting their

relevant Terms of Reference.

5. Terms of Reference for the HCV EG

The Strategic Partnership Board will be responsible for determining and making amendments to the Terms of Reference for the HCV EG. The original form of the Terms of Reference are attached as Schedule 6 to the Memorandum between the Participants.

6. Members and Alternate Members of the Strategic Partnership Board

6.1 Each Participant will appoint a Strategic Partnership Board Member and the Participants will at all times maintain a Strategic Partnership Board Member on the Strategic Partnership Board. A Participant may remove or replace their respective Strategic Partnership Board Member at any time subject to the consent of [50%] of the other Strategic Partnership Board Members, such consent not to be unreasonably withheld or delayed.

6.2 Unless otherwise agreed in writing by the Strategic Partnership Board, any such appointment or removal will take effect upon service of a notice in writing by the relevant Participant on the other Participants.

6.3 Subject to the prior approval of [50% of] the Strategic Partnership Board, any Strategic Partnership Board Member may, appoint an Alternate Strategic Partnership Board Member to act on their behalf. An Alternate Strategic Partnership Board Member will be entitled to attend and be counted in the quorum at which the Strategic Partnership Board Member appointing him is not personally present and do all the things which his appointing Strategic Partnership Board Member is entitled to do.

6.4 The Participants will all ensure that, except for urgent or unavoidable reasons that their respective Strategic Partnership Board Member (or their appointed Alternate) attend and fully participate in the meetings of the Strategic Partnership Board.

7. Proceedings of Strategic Partnership Board

7.1 The Strategic Partnership Board will meet as required, but for the initial period of six (6) months, not less than once a month, then not less than once every two (2) months thereafter.

7.2 The Strategic Partnership Board Members may by majority vote agree and appoint an independent person with suitable experience to be the chair of the Strategic

Partnership Board (the “**Chair**”) and until such appointment is made the role of Chair shall be filled by the STP Lead or where the Chair is absent from a meeting the role shall be filled by such other Strategic Partnership Board Member who is selected by the majority of those members present at the relevant meeting to fulfil the role of Chair for that meeting.

7.3 The Strategic Partnership Board Members may regulate their proceedings as they see fit save as set out in these Terms of Reference.

7.4 No matter will be recommended at any meeting unless a quorum is present. A quorum will not be present unless at least one (1) Strategic Partnership Board Member from [at least [75%]] Strategic Partnership Board members are in attendance.

7.5 A meeting of the Strategic Partnership Board may consist of a conference between the Strategic Partnership Board Members who are not all in one place, but each of whom is able directly or by telephonic or video communication to speak to each of the others, and to be heard by each of the others simultaneously.

7.6 Each Strategic Partnership Board Member will have an equal say in discussions and will look to agree recommendations on the basis of the Principles.

8. Attendance of third parties at Strategic Partnership Board meetings

The Strategic Partnership Board shall be entitled to invite any person to attend but not take part in making recommendations at meetings of the Strategic Partnership Board.

9. Administration for the Strategic Partnership Board

9.1 Papers for each meeting will be sent to Strategic Partnership Board Members no later than one week prior to each meeting via the Chair. By exception, and only with the agreement of the Chair, amendments to papers may be tabled before the meeting. Every effort will be made to circulate papers to Strategic Partnership Board Members earlier if possible.

9.2 Minutes or where considered appropriate the action points of the Strategic Partnership Board meetings will be circulated promptly to all Strategic Partnership Board Members as soon as reasonably practical. The target date for issue is five working days from the date of the meeting.

10. **Review**

The Strategic Partnership Board will review these Terms of Reference annually.

Schedule 6 – Terms of Reference - HCV EG

1. Scope

The HCV EG will be responsible for the day to day leadership, management and support of the activities in developing the Plan in accordance with the Principles in order to meet the Objectives set out in the Memorandum. The focus of the HCV EG is to have a tactical level of detail, ensuring the processes are in place to support delivery of the Plan for Humber, Coast and Vale.

2. Standing

The meeting of the HCV EG is advisory for the Participants – HCV EG Members shall only exercise functions and powers of a Participant to the extent that they are actually permitted to ordinarily exercise such functions and powers under that Participant's Internal Governance.

3. General Responsibilities of the HCV EG

3.1 The general responsibilities of the HCV EG are :

- 3.1.1 making recommendations to the Strategic Partnership Board for its approval or rejection on how services could be better delivered;
- 3.1.2 operate within the framework of the Memorandum (when agreed);
- 3.1.3 ensuring compliance with the governance regime and leading the Participants behaviour in accordance with the Principles;
- 3.1.4 monitoring the achievement of the Objectives and receiving reports from workstreams on progress in the development of the Plan;
- 3.1.5 making recommendations to the Strategic Partnership Board on the appointment of project management personnel/teams;
- 3.1.6 monitoring and reviewing the performance of the workstreams against the Objectives and the Plan;
- 3.1.7 responsible for ensuring internal and external stakeholder engagement and consultation is timely and effective;
- 3.1.8 manage and mitigate risks and issues at footprint level and support the workstreams and locality programmes to manage at workstream level;
- 3.1.9 critical friend/sounding board for the design of new clinical and care models and key

programme deliverables; and

- 3.1.10 responsible for ensuring the production of the HCV stakeholder, communications and engagement plan and that this is regularly reviewed.

4. Reviews/Reporting

- 4.1 The workstreams will report to the HCV EG and the HCV EG may also request that members of the workstreams attend HCV EG meetings where appropriate.
- 4.2 The HCV EG reports to the Strategic Partnership Board.

5. HCV EG Members and Alternate HCV EG Members of the HCV EG

- 5.1 The initial HCV EG Members are set out at paragraph 5.2 of the Memorandum.
- 5.2 Representation from senior programme management support will also be in attendance. The HCV EG shall initially meet [fortnightly].
- 5.3 Any Participant may remove or replace its HCV EG Member(s) by notice in writing to the other Participants at any time.
- 5.4 Subject to the prior approval of the HCV EG, any HCV EG Member may, appoint an Alternate HCV EG Member to act on their behalf. An Alternate HCV EG Member will be entitled to attend and be counted in the quorum at which the HCV EG Member appointing him is not personally present and do all the things which his appointing HCV EG Member is entitled to do.
- 5.5 The Participants will each ensure that, except for urgent or unavoidable reasons, their respective HCV EG Member (or their appointed Alternate) attends and fully participates in all of the meetings of the HCV EG.
- 5.6 Any amendments to the composition of the roles forming the membership of the HCV EG set out above will be required to be agreed (by majority vote where necessary) at the Strategic Partnering Board.

6. HCV EG Meetings

- 6.1 The HCV STP Lead (or in their absence their Alternate HCV EG Member) shall be the chair of the HCV EG (the “**Chair**”).
- 6.2 The HCV EG Members may regulate their proceedings as they see fit save as set out in these Terms of Reference.
- 6.3 A quorum will not be present unless there is a representative from the

Transformation Team, each Locality and at least two of the STP workstreams (or their Alternate) in attendance.

- 6.4 A meeting of the HCV EG may consist of a conference between HCV EG Members (or their Alternates) who are not all in one place, but each of which is able directly or by telephonic or video communication to speak to each of the others, and to be heard by each of the others simultaneously.
- 6.5 Each HCV EG Member (or its Alternate) will have an equal say in discussions and will look to agree recommendations on the basis of the Principles.

7. Attendance of third Participants at Meetings of the HCV EG

The HCV EG may invite any Person to attend but not make recommendations at meetings of the HCV EG.

8. Administration for the HCV EG

- 8.1 Papers for each meeting will be sent to HCV EG Members no later than one week prior to each meeting via the Chair. By exception, and only with the agreement of the Chair, amendments to papers may be tabled before the meeting. Every effort will be made to circulate papers to HCV EG Members earlier if possible.
- 8.2 Minutes of the HCV EG meetings will be circulated promptly to all HCV EG Members as soon as reasonably practical. The target date for issue is five working days from the date of the meeting.
- 8.3 The HCV EG will be supported by members of the STP Programme Management Office including the Programme Manager, Communications and Engagement Lead and Programme Administrator.

9. Review

The Strategic Partnership Board will review these Terms of Reference not less than annually and where it decides that it is required to reflect any changes in circumstance which reasonably necessitate a review.

Schedule 7 – Role & Responsibilities: Senior Responsible Officer from the HCV EG

- Responsible for championing their workstream at the Strategic Partnership Board
- Accountability for the successful delivery of their workstream to time, cost and quality objectives
- Accountable for ensuring their workstream is appropriately resourced to deliver against the Objectives and the Plan
- Provides strategic input into the Plan and their workstream, supporting the Programme Director and STP Lead to manage senior stakeholders, national returns and deadlines
- Provides a point of escalation for the HCV Programme Director to enable issues arising from any workstreams to be resolved, interfacing with the existing and external governance as required, prior to escalation to the Strategic Partnership Board
- Chairs governance groups required for their workstreams
- Impact assess proposals for quality assurance and involve a quality professional as required