**Oxfordshire NHS Provider Collaborative for Integrated Care**

**Oxford Health NHS Foundation Trust and Oxford University Hospitals NHS Foundation Trust**

**Memorandum of Understanding**

**Overview**

1. Provider Collaboratives are a new way for NHS providers to come together to plan, deliver and transform services, and in doing so, deliver greater collective value for the patients and communities they serve.
2. Oxford Health NHS Foundation Trust (OHFT) and Oxford University Hospitals NHS Foundation Trust (OUHFT) are coming together within a Provider Collaborative to deliver improvements in care, outcomes and experience for the people of Oxfordshire.
3. This document, a Memorandum of Understanding (MoU) between the two organisations, sets out our vision, the principles that will guide how we will work together, our key early priorities for delivery and the supporting governance and management arrangements that will underpin the collaborative.

**Part 1: Vision, Principles and Priorities**

**Vision**

1. Our vision is to come together around the joint mission of delivering high quality, responsive and well-coordinated care for the people of Oxfordshire. Together with our partners, we are focused on supporting and enabling our communities to:

* **Access urgent care when it is needed** – as close to home as possible, by building community capacity and by offering the right care, at the right time, in the right setting, supported by the right resources. In doing so, we will aim to increase our shared productivity to deliver the best value for our population.
* **Live safely and well at home** – avoiding unnecessary hospital admissions through responsive reablement and rehabilitation, alongside multidisciplinary community services delivered close to home.
* **Live well with long-term conditions** – supported by new and innovative models of care and digital technology.
* **Access personalised community palliative and end of life care** – enabled by a new integrated Oxfordshire service, working across organisational boundaries to deliver seamless care.

**Principles**

1. As a collaborative, we will be guided by the following principles as we develop a shared work programme together. We will be:

* **Patient and community focused** – we will come together around shared priorities, where working collectively across our two organisations will deliver greater value for the patients and communities we serve.
* **One team** – we will work together as ‘one team’, bringing together our people, expertise, resources, and enablers to deliver integrated care and to streamline what we do
* **Creative** – we will bring our teams together to develop new ways of working and tackle shared challenges together
* **Flexible** – we will be flexible and adaptive, evolving our shared work programme as we go and in response to a changing context

**Our Shared Work Programme**

1. Our Provider Collaborative will have a phased work programme which will evolve in scope as our strategy and approach to joint working develops. This will also be shaped by wider developments in the Oxfordshire Place and the wider Integrated Care System landscape within which we operate.
2. We will organise the initial phase of our collaborative around a set of shared priorities and programmes, where coming together will help us remove barriers to integrated care and deliver greater value. These are:

* **Urgent Care** – Jointly improving access to the right urgent community care, at the right time and in the right setting, focusing initially on Urgent Community Response and Same Day Emergency Care pathways.
* **End of Life** – Improving access to personalised palliative and end of life care through Rapid Implementation of Palliative and End of Life Care
* **Shared Pathways** – Improve the shared organisation and delivery of shared pathways, initially working on Podiatry.

1. These pathways will be delivered by ensuring that we are making the best use of our people and expertise, including by taking forwards the skills and experience we have within our HART (Home Assessment and Reablement) team as they transition out of the Oxfordshire County Council commissioned contract to create jointly led teams to deliver improved patient outcomes.
2. Within these initiatives, we will also utilise opportunities to innovate how we work to deliver greater value and join up care, such as through deploying virtual wards.
3. These workstreams will be delivered by a number of steering groups which will report into a Programme Oversight Group as set out in Part 2 – Key Enablers. The delivery of the wider collaborative will be supported by pooling relevant programme resource across the two organisations and running a joint programme management office (PMO) to oversee delivery.

**Part 2: Key Enablers**

**Governance**

1. **Parties –** The parties to this MoU are as follows:

* **Oxford University Hospitals NHS Foundation Trust (OUH)**
* **Oxford Health NHS Foundation Trust (Oxford Health / OH)**

1. **Other interested parties** – The parties recognise that other health and social care provider(s), commissioners(s) and funders e.g., Primary Care, General Practitioners, Private providers, South Central Ambulance Services, Third sector, Oxfordshire County Council, and the Buckinghamshire, Oxfordshire and Berkshire West Integrated Care System may have interest to comment, influence and contribute to the objectives of this MoU. These parties will be engaged via system and place-based forums.
2. **Legal position and review of MoU** – For the avoidance of doubt, this MoU shall not be legally binding upon the parties, save as regards the Confidentiality and Data Protection clause below. The parties can review this MoU as required to ensure that it remains a suitable governance arrangement.
3. **Reasonable endeavours, contracts, and sustainability** – The parties agree to use all reasonable endeavours to work together in the pursuit of the vision, aims and objectives of the collaboration. Any party may manage or host services on behalf of the other subject to reasonably agreed arrangements between the parties, although no agreements to novate contracts or to transfer assets or staff have been agreed at this stage. Should any such future proposals arise, these shall be set out under separate agreements. Care Quality Commission (CQC) registrations will remain as now unless agreed differently by the parties and by CQC. It is recognised that the sustainability and capacity of the parties is crucial to the success of collaborations between the Trusts. The parties therefore agree to use all reasonable endeavours to support the sustainability of other parties, including, where required, reasonable reimbursements for management and clinical time devoted to the collaboration.
4. **Governance Model** – The collaborative will adopt a shared board leadership model, acting via a mechanism of delegated authority from the two Foundation Trust Boards. To achieve this, a joint sub-committee of the two Boards (JS-C) will be set up to steer collaboration development:

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| **Joint Sub-Committee** | |
| **Area** | **Detail** |
| **Chair and Membership** | * Representatives from each Trust, including Executive and Non-Executives * Chaired by one of the Trust Chief Executive Officers |
| **Function** | * Oversee a programme/project board comprising senior leads and senior responsible officers of finalised workstreams. |
| **Reporting** | * Report to each of the Trust Boards and system boards and minutes of discussions will always be taken. * The joint sub-committee can submit proposals for decision-making to the OHFT and OUHFT Trust Boards. |

1. **Underpinning Board Governance** – The Boards of both OHFT and OUHFT will be required to take a set of actions to provide the appropriate foundations for the work of the Joint Sub-Committee. These will include providing:

* Formal Board approval to establish a Joint Sub-Committee
* Confirmation of the membership of the committee and approval of the Terms of Reference
* Confirmation of the assurance process for ensuring compliance with regulatory requirements, including the approach for the escalation of risks in a timely way (making use of existing processes/reporting mechanisms).

1. **Termination of MoU** – The ultimate sanction for any party that does not wish to continue operating jointly with the other party is to withdraw itself from the MoU arrangement. This MoU can be terminated by mutual agreement and/or if it is superseded by a subsequent agreement. The parties shall continue to remain bound by its Confidentiality and Data Protection clauses as described below.
2. **Programme Oversight Group** – The collaborative and all related programmes will be overseen by a Programme Oversight Group which will meet fortnightly to provide leadership, oversight and monitor progress. The Programme Oversight Group will oversee the delivery/working groups ensuring that they maximise use of resources, avoid duplication of effort, and create the foundation for future collaborative teams. The membership across both organisations will be as follows:

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| **Provider Collaborative Programme Oversight Group** | |
| **Organisation** | **Role** |
| **Oxford Health** | Chief Executive |
| Executive Managing Director for Community, Primary and Dental Care |
| Executive Director for Digital and Transformation |
| Director of Finance |
| Director of Strategy and Partnerships |
| Strategy and System Partnerships Manager |
| **Oxford University Hospitals** | Chief Executive |
| Chief Nurse |
| Chief Digital and Partnerships Officer |
| Chief Financial Officer |
| Director of Strategy and Partnerships |

1. **Clinical and Operational involvement** – Both Trusts will provide operational and clinical leadership to support the development of joined-up care pathways.

**Confidentiality and Data Protection**

1. This section alone shall be legally binding upon the parties.
2. 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.
3. 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.
4. 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.
5. 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;
6. 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;
7. 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. This 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 or NHS England.
8. This agreement shall not restrict the ability of each party to fulfil their lawful obligations with respect to patient care, safeguarding, data protection legislation and other circumstances where the sharing of confidential information is required by law; This agreement does not affect any arrangements already in place between the parties to share confidential patient and staff information; This MoU does not commit any party to funding any other party without prior agreement; This MoU shall not be construed as to create a legal partnership between the parties.

**Signatures**

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| XX XX on behalf of Oxford University Hospitals NHS Foundation Trust | Date: |
| XX XX on behalf of Oxford Health NHS Foundation Trust | Date: |