

MEMORANDUM OF UNDERSTANDING (M.O.U.)

FOR THE PROCUREMENT PROCESS OF

INTEGRATED URGENT CARE SERVICE

BETWEEN

WILTSHIRE CCG

BATH AND NORTH EAST SOMERSET CCG

SWINDON CCG

AND

WILTSHIRE COUNCIL

(OCTOBER 2016)

CHANGE HISTORY

Version	Date	Author	Comment
Ver 0.1	26/09/2016	Patrick Mulcahy	Initial draft offered for comment to Group Director WCCG
	06/10/2016		Wiltshire Council added
Ver 0.2	11/10/2016		Dispute resolution added Exit costs added Conflicts of interest added
Ver 0.3	13/10/2016	Jo Cullen	Edit
Ver 0.4	13/10/2016		Distributed to BaNEs CCG, Swindon CCG and Wiltshire Council for comment
Ver 0.5	17/10/2016	Sue Geary	Comments added from Wiltshire Council
Ver 0.6	19/10/2016	Emma Smith	Comments from BaNES included Coordinating commissioner added
Ver 0.7	21/10/2016	Patrick Mulcahy	Addition comments included from Wiltshire Council See sections 3.3, 3.7, 3.8, 3.9 Organisation structure diagram updated
Ver 0.8	27/10/2016	Jo Cullen	Final edit
Ver 0.9	28/10/2016	Emma Smith	Project group review and updates to sections 4.5.1, 4.5.2, 5.7, 7.2, 7.3

			Terminology updated from Patients and customers to service users
--	--	--	--

1 WHAT IS A MEMORANDUM OF UNDERSTANDING

A memorandum of understanding (MoU) is a document describing a bilateral or multilateral agreement between parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where parties either do not imply legal commitment or in situations where the parties cannot create a legally enforceable agreement.

2 PARTIES TO THE AGREEMENT

2.1 The parties to this agreement are:

- Bath and North East Somerset CCG
- Swindon CCG
- Wiltshire CCG
- Wiltshire Council UA

2.2 The Procurement Programme will also provide regular reports to the Severn Urgent and Emergency Care Network in its capacity as the strategic leadership group overseeing the delivery of a fully integrated Urgent and Emergency Care network for that region.

3 PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

3.1 The memorandum of understanding is intended to define arrangements for the procurement of an Integrated Urgent Care Service for Wiltshire CCG (WCCG), Bath and North East Somerset CCG (BaNES CCG), Swindon CCG (SCCG) and Wiltshire Council (WC) summarising the roles, responsibilities and obligations which will flow from these arrangements.

3.2 The arrangements are necessary to support the effective procurement (including decision making and contract award), implementation and leadership of the Integrated Urgent Care Service on behalf of the population of the three CCGs, and Wiltshire Council within the Sustainability and Transformation Plan (STP) footprint.

3.3 In relation to Services which fall within the Better Care Plan in Wiltshire, this MOU is supplemental to the Section 75 agreement relating to the commissioning of health and social care services for the Better Care Plan, dated [INSERT] and made between Wiltshire Council and NHS Wiltshire CCG.

3.4 Each of the parties is committed to the delivery of high quality patient / service user experience of the services for the population they service, taking into account of:

- Patient / service user safety and wellbeing as the ultimate priority;

- Working together, in the interest of successful delivery of patient / service user care within CCG and WC designated services, for the patient / service users in the STP footprint.
 - The monitoring of activity and performance of this service to the public.
 - Ensure services procured provide value for public money to the NHS and LA
- 3.5 CCG and WC leads are responsible for following their respective governance processes through Governing Bodies and Committees (or equivalent), and report back to the South Central and West Commissioning Support Unit (SCWCSU) Procurement PMO in a timely way all Governing Body or Committee or equivalent decisions which are material to the successful completion of the procurement process.
- 3.6 Each organisation will take responsibility for ensuring that respective procurement and decision-making processes are followed according to respective constitutional arrangements and governance process.
- 3.7 Each member of the Procurement Project Group shall be a representative with individual delegated responsibility from the party employing them (so far as possible under that party's constitution) to make decisions which enable the Procurement Project Group to carry out its objectives, roles, duties and functions. No group of representatives formed to perform or monitor the performance of this MOU shall be a committee or joint board or joint committee of any one or more of the parties and no such group shall have any legal existence separate to or apart from any party.
- 3.8 Each party shall, subject to the requirements of its constitution, implement the decisions of the Procurement Project Group.
- 3.9 Individual CCG and WC leads are also responsible for ensuring that their organisation are appropriately represented at the Procurement Project Group and other relevant meetings, and accept that following reasonable notice and information being given, all reasonable endeavours to will be made to ensure that the CCGs and Wiltshire Council is represented at the Procurement Project Group or other relevant meetings to facilitate decision making

4 INTRODUCTION

4.1 NHS111 Service

- 4.1.1 The NHS111 service is a nationally specified, locally commissioned service. This allows for consistent identity and quality of service is maintained across the country, whilst allowing local sensitivity and specifications to meet local population needs and commissioning strategic objectives.
- 4.1.2 Local CCG commissioners have contracted NHS111 services locally and developed new pathways to local care services to support direct access from triage – to appointment bookings and referrals direct into local services.
- 4.1.3 The aim of NHS111 is to drive the culture change away from the default position of 999 and emergency departments to enabling patient / service users to access the most appropriate place of care first time.
- 4.1.4 The telephony and border infrastructure across England requires that areas choose an NHS111 provider that has the ability to take calls from outside their local boundaries. This is typically due to close border issues and sharing National Numbering Group (NNG) codes. Thus providing resilience across the STP footprint, but also offering national contingency.

4.2 Out of Hours Service

- 4.2.1 This Out of Hours (OOH) service is for the medical and support staff component for the out-of-hours services for Wiltshire and BaNES CCG's only and their GP registered patient / service users. This will include advice and treatment at a clinical site(s) to be determined and or in the patient / service user's own home.
- 4.2.2 Local CCG commissioning arrangements have contracted these service separately, but it is recognised that local economies and efficiencies are likely for a single OOH procurement
- 4.2.3 The aim of the OOH provider will be to act a lead / prime contractor and drive through system innovation within development of an integrated clinical hub

4.3 Wiltshire Council Services

- 4.3.1 **Telecare call monitoring**
The service provides a 24 hours a day x 7 days a week response service to people living in Wiltshire where a telecare alert has been raised. Monitoring will make an initial response to telecare alerts, including the assessment and coordination of an appropriate response. In the majority of cases, this is via the service user's named key holder (s).

Where a service user has a support plan which requires proactive contact, the monitoring service is responsible for making the appropriate level of contact with the service user.

- 4.3.2 **Telecare equipment and installation (later development)**
The Council currently commissions the provision and installation of telecare equipment from another provider. This contract runs to 31st March 2018. At the end of this current contract, the intention is to transfer the provision and installation of telecare equipment to the Urgent Care provider.

4.3.3 Telecare response service

The Council currently commissions a responder service for people who raise an alert via telecare, providing a 24/7 x 7 days a week home response service to further assess a service user's situation and provide practical support and reassurance until the incident is resolved or a more appropriate responder is in place (e.g. emergency services or a named key-holder). The intention is to merge this provision with urgent care at home.

4.3.4 Urgent care at home

Urgent Care at Home provides urgent domiciliary care services 24/7 x 7-days a week to people within a few hours of referral to the single point of access. Support is aimed at reducing the risk of an inappropriate hospital admission. Support will include personal care in a service user's home until a situation has been resolved and/or a comprehensive support plan is developed with appropriate NHS and social care professionals. Typically, this service should be in place for no more than 72 hours.

4.3.5 Carers Emergency Card monitoring response service

The Carers Emergency Card registers family carers so that the cared for person will never be without the support they need should their carer be unable to continue in their caring role. The intention is for the urgent care provider to monitor and triage calls, and provide an Urgent Care at Home service if required.

4.3.6 Single point of access to intermediate care beds

The CCG and Council jointly commission approximately 75 intermediate care beds in nursing homes across the County. This service provides management of all referrals from acute hospitals/GPs into intermediate care beds within Wiltshire, operating 24/7 x 7 days a week for professionals to refer.

4.3.7 Out of Hours Emergency call handling

The service provides contact and monitoring for Wiltshire Council's out-of-hours emergency call handling, which includes the following areas: Public Protection; Housing; Highways; Environmental Services.

4.3.8. Emergency Duty Service for Adults

EDS is the social work crisis service outside of normal office hours for adult social care. The service operates at night, over weekends and bank holidays. The service responds to emergency social care issues including: older people at risk or in need; Mental Health Act Assessments; problems with the delivery of domiciliary care; access to emergency respite or emergency placements.

4.4 Current service provision across the constituent organisations

4.4.1 Due to the contracting and commissioning arrangements across the STP footprint the existing NHS 111 service is provided through two separate agreements that include a joint contract between Wiltshire and BaNES CCG's and a joint contract between Swindon and Gloucestershire CCG's.

4.4.2 The current provider of the NHS 111 service for both these contracts is Care UK

4.4.3 Due to the nature and legalities of the existing contractual agreements the three CCGs have decided to progress a route to market for a single NHS111 service with the aim of mobilising the service by no later than the end of May 2018

4.4.4 Each CCG has a different OOH provider. BaNES are implementing an exit strategy with their current provider to align contract end dates with Wiltshire CCG. Swindon CCG are not re-procuring OOH service

4.4.5 The current provider for OOH services for Wiltshire CCG is Medvivo Ltd. The current provider for OOH services for BaNES CCG is Vocare Group

4.5.1. The following Council commissioned services are all currently provided by Medvivo Ltd:

- Telecare monitoring
- Telecare Response
- Urgent Care at Home
- Carers Emergency Card Monitoring
- Single Point of Access to Intermediate Care beds (provided as part of the SPA)
- Out of hours Emergency call handling for Public Protection / Housing/ Highways / Environmental Service

4.5.2. The provision and installation of telecare equipment is contracted to Medequip Limited. The contract runs to 3rd January 2019. The installation of telecare equipment is subcontracted by Medequip.

5 PROCUREMENT OF THE INTEGRATED URGENT CARE SERVICE ACROSS WILTSHIRE, BANES AND SWINDON FOOTPRINT

- 5.1 The Wiltshire and BaNES and Swindon CCGs commission their NHS 111 services through separate contracts which are due to expire end of April 2018. These contracts are therefore due to be re-procured.
- 5.2 The Wiltshire and BaNES commission their OOH services through separate contracts which are due to expire end of April 2018. These contracts are therefore due to be re-procured.
- 5.3 The three CCGs and WC have agreed collectively to undertake a STP footprint wide re-procurement exercise and have begun to develop the new specification relevant to the specific services that each CCG require
- 5.4 The specification is being developed to ensure that the new service will be fully compliant with the requirements of the new national NHS111 and Integrated Urgent Care guidance and will incorporate an element of 'future proofing' to enable the service to develop in support of integration and in response to evolving Commissioning strategies for Urgent and Emergency Care.
- 5.5 The CCGs and WC have agreed that Wiltshire CCG will be the co-ordinating commissioner for the procurement exercise for the STP footprint.
- 5.6 Wiltshire CCG are authorised to mobilise an expert team to lead the procurement, led by Dr Richard Sandford-Hill Urgent Care and Clinical Executive GP Lead; Jo Cullen, Senior Responsible Officer for the programme of work and Tracey Cox, Acting Accountable Officer to act as Programme sponsor.
- 5.7 The scope of the design of service and specification is to be agreed through a Procurement Project Group structure with support from a procurement team and subject matter experts.
- 5.8 This MoU covers the period up to and including securing the preferred provider and service commencement across the STP footprint
- 5.9 The principles that govern this agreement and the conduct of the CCGs and Wiltshire Council towards one another are:
 - At all times to act in good faith towards each other;
 - To collaborate and co-operate to work towards ensuring that the commissioning ambitions and intentions of each of the CCGs and Council are met;
 - To act in a timely manner and recognise the time-critical nature of the procurement and respond accordingly to requests for support;
 - For the CCGs and WC to be accountable by taking on, managing and accounting to each other for performance of the respective roles and responsibilities set out in this agreement;
 - To communicate openly about major concerns, issues or opportunities relating to the agreement;

- To learn from best practice of other commissioning organisations and to seek to develop as a collaborative to achieve the full potential of the relationship;
- To share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- To adopt a positive outlook and to behave in a positive manner;
- To act in an inclusive manner in regards to collaboration;
- To adhere to statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information;
- To manage internal and external stakeholders effectively;

The outcomes we are aiming to deliver are:

- To focus on patient / service user care and experience;
- To work toward a reduction in health inequality and improvement in health and well-being;
- To focus on quality;
- To seek best value for money, productivity and effectiveness;
- To develop towards a level of commissioning that is equal to best international practice;
- To promote innovation;
- To secure a resilient Provider who can deliver services at scale, with the ability to add refinements according to local health economy needs;
- To ensure a strengthened clinical triage and advice service that links the system together and helps patient / service users to navigate it successfully;
- Ensure integration between NHS111, Primary and Secondary Care Services, and the 999 service so that patient / service users receive the most appropriate response at the right time and the right place, are educated in self-help, there are fewer non-elective admissions and fewer 999 calls;
- Aim to ensure an increase in number of services accepting a direct referral from NHS111 without re-triage;
- Seek innovative ideas from the bidding providers for continuous improvement of the services;
- To meet the core NHS111 Standards as outlined by the NHS England NHS111 Core Standards document published in June 2014 and updated in October 2015, as well as any subsequent direction provided by NHS England up to and including the publication of the core services specification at the Initiation to Tender of the procurement.

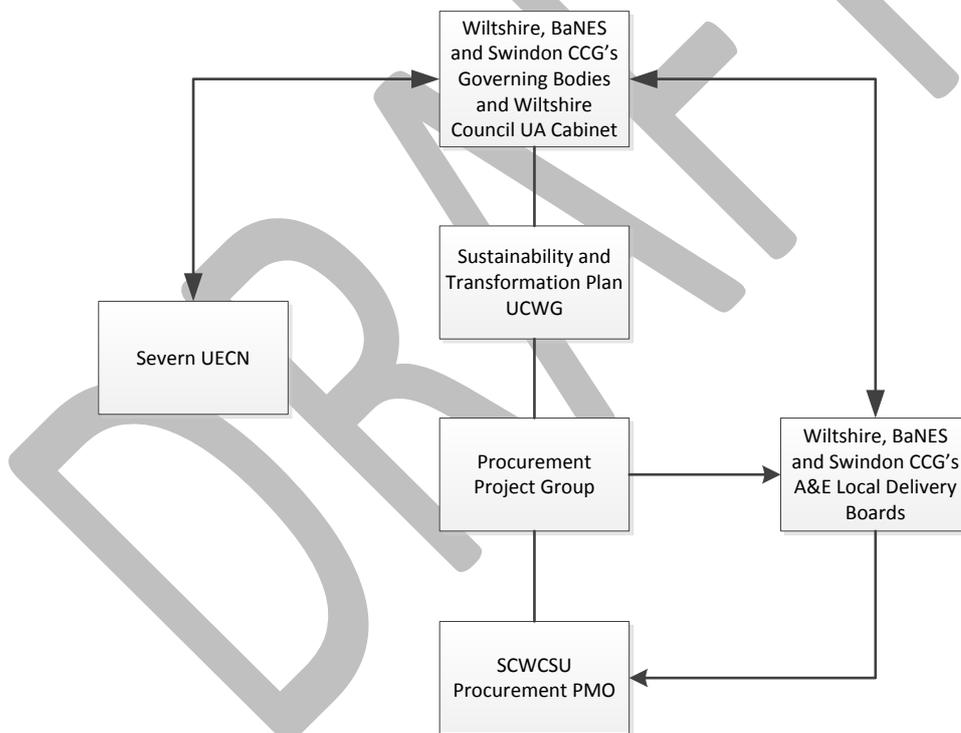
6 INDIVIDUAL CCG RESPONSIBILITIES

6.1 The table below outlines:

- The key areas of delivery and support to be given to CCGs by the Project Group hosted by Wiltshire CCG;
- The local requirement from CCGs to Wiltshire CCG;

Key Delivery Areas Procurement of Integrated Urgent Care Services	Wiltshire CCG	Local CCG	SCWCSU	Wiltshire Council UA
Each statutory organisation to provide names of Accountable Officer, representative clinicians and commissioning / project contact lead for the re-procurement.	✓	✓		✓
Where statutory organisations delegate authority this is to be agreed locally by each party. Information pertaining to the delegation arrangements are to be formalised locally and information to be provided to the PMO and updated as necessary	✓	✓		✓
Mobilisation of core delivery leadership team with expertise on: <ul style="list-style-type: none"> • NHS 111, OOHs and Urgent Care subject matter; • NHS 111 and OOHs design and delivery; • Complex Procurement processes; • Contracting and commissioning; • Communications and Engagement; • Finance; • Legal advice associated to the collective procurement. 	✓	✓		
PMO office to deliver project to robust project plans including risk and issues management			✓	
Co-ordinate and service the Governing Bodies and Wiltshire Council equivalent and input into STP UECN working group as required	✓	✓	✓	✓
Servicing of Integrated Urgent Care Service Procurement project group, this board will enable Governing Bodies to make informed decisions and choices.	✓	✓	✓	✓
Develop key decisions timetable, outlining key dates for decisions; when decisions need to be	✓	✓	✓	✓

made in line with the procurement timeline.				
Statutory organisations to sign off key deliverables within the timelines and to ensure appropriate boards and bodies are convened to accommodate key deadlines. Notification of dates to PMO.	✓	✓		✓
Identification of project group members with local expertise.	✓	✓		✓
Define local delivery teams and reporting structure to be defined.	✓	✓		✓
Engage key local leads in the design of the specification and for agreement a key points in the programme timeline	✓	✓		✓
Local involvement of key stakeholders in mobilisation and delivery.	✓	✓		✓



7 DECISION MAKING

7.1 The procurement is comprised of a single lot with multiple service specifications spread across the CCG's and WC – see Appendix 1.

7.2 The weighting criteria assigned to each service specification within the total procurement package is to be agreed by the project group by 11th November 2016 (to be ratified through each organisation governance ? Clinical Exec)

7.3 The weighting criteria assigned to each organisation within the service specifications is to be agreed by the project group by 11th November 2016, recognising that the weighting criteria set may be changed by agreement of the project group during key procurement phases (to be ratified through each organisation governance ? Clinical Exec)

8 DISPUTE RESOLUTION

8.1 Where any dispute arises in connection with this agreement, all commissioners and must use their best endeavours to resolve that dispute on an informal basis within the collaborative.

8.2 Where any dispute is not resolved under clause 8.1 on an informal basis, any commissioner may convene an exceptional meeting of the collaboration to attempt to resolve the dispute.

8.3 If any dispute is not resolved under clause 8.2, it will be referred by the Project Group to the Accountable Officers of the Commissioners, who will co-operate in good faith to resolve the dispute within 10 Operational Days of the referral.

8.4 Where any dispute is not resolved under clauses 8.1, 8.2 or 8.3, any commissioner may refer the matter for mediation arranged by an independent third party to be appointed by the relevant co-ordinating commissioner, and any agreement reached through mediation must be set out in writing and signed by the commissioners.

9 EXIT COSTS

9.1 Each statutory organisation will be responsible for any early exit costs incurred as part of any early exit strategy of services instigated by that organisation.

10 CONFLICTS OF INTEREST

10.1 Each commissioner representative of the collaborative must abide by all policies of its appointing commissioner in relation to conflicts of interest.

- 10.2 Where any commissioner representative of the collaboration has an actual or potential conflict of interest in relation to any matter under consideration by the collaboration, that representative must not participate in meetings (or parts of meetings) in which the relevant matter is discussed or participate in the decision of the collaboration to make a recommendation in relation to the relevant matter, but the relevant commissioner may send an alternative representative to take the place of the conflicted representative in relation to that matter

11 REVIEW

- 11.1 This MoU covers the period up to and including start of contract with the preferred providers across the BaNES CCG, Swindon CCG, Wiltshire CCG Wiltshire Council UA areas
- 11.2 If a review is requested at any time by one of the co-signatories or those mentioned above; all parties must agree to a review at this point and to act on any recommendations as a result thereof.
- 11.3 All reviews will be reported back to the Integrated Urgent Care Service Project Group.

12 PROCUREMENT FUNDING

- 12.1 Each statutory organisation agrees to fund the associated cost of procurement (meeting / venue costs, legal and or contractual advice) based on a proportionate ratio share, as agreed by respective Directors of Finance: all funding costs will be made transparent, and agreement sought before expenditure committed.
- 12.2 Each constituent organisation will meet the cost of supplying persons to support meetings and any expense incurred by that individual.
- 12.3 Each constituent organisation will be responsible to authoring any required report by its individual decision making group as part of the procurement, although there is opportunity to share this work and tailor to individual forums.
- 12.4 By agreement, and outside of this MoU, constituent organisations may agree to share costs on an individual basis

13 APPOINTED OFFICERS

- 13.1 Appointed officers to this contract are the Accountable Officers or their delegated officers representing Wiltshire, Bath and North East Somerset and Swindon CCGs and Wiltshire Council UA

14 SIGNATORIES

14.1 Please sign the relevant section below to confirm your agreement for the arrangements set out in the memorandum of understanding;

NHS CCG	Name	Designation	Signature	Date
Wiltshire CCG	Mark Harris	Chief Operating Officer		
Bath and North East Somerset CCG	Tracey Cox	Accountable Officer		
Swindon CCG	Nicki Millin	Accountable Officer		
Wiltshire Council	Carolyn Godfrey	Corporate Director		

15 APPENDIX 1

Service	BaNES CCG	Swindon CCG	Wiltshire CCG	Wiltshire Council UA
Access to Care Service			✓	
Acute Trust Liaison Service			✓	
Carers Emergency Card Response Service				✓
GP Out of Hours service	✓		✓	
Integrated Urgent Care Access, Treatment and Clinical Advice Service (clinical hub), including Health Care Professional Line	✓	✓	✓	
NHS 111 Service	✓	✓	✓	
Single point of access to intermediate care beds				✓
Telecare call monitoring				✓
Telecare equipment and installation *				✓
Telecare response service and urgent care domiciliary care service				✓
Emergency duty service for adults who may require social care				✓
Out of hours emergency call handling for Council services **				✓

* To be included during the lifetime of the contract from January 2019

** To be included during the lifetime of the contract from October 2018