

DATE: 31st July 2018

1. NHS BERKSHIRE WEST CLINICAL COMMISSIONING GROUP, WOKINGHAM LOCALITY
2. WOKINGHAM BOROUGH COUNCIL
3. BERKSHIRE HEALTHCARE NHS FOUNDATION TRUST
4. WOKINGHAM GP ALLIANCE
5. ROYAL BERKSHIRE NHS FOUNDATION TRUST

**MEMORANDUM OF UNDERSTANDING
FOR THE DEVELOPMENT OF AN INTEGRATED PARTNERSHIP
FOR THE WOKINGHAM BOROUGH HEALTH AND SOCIAL CARE
ECONOMY**

Version Control

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1	29/3/18	1.0	Rhian Warner	1 st draft for PMO comments
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5	12/6/18	1.4	Rhian Warner	Addition of Voting rights and quorum into main body of MoU, minor amendments to WLPB ToR, renumbered
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7	31/7/18	1.6		Final with all approvals prior to HWBB

Approval History

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Wokingham Borough Council - CLT	18/6/18	Approved – 18 th June
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Integrated Care System Leadership		For Information only
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Date: 31st July 2018

This Memorandum of Understanding (MoU) is made between the following Partners:

1. NHS BERKSHIRE WEST CLINICAL COMMISSIONING GROUP of 57-59 Bath Road, Reading, RG30 2BA (the “**CCG**”);
 2. WOKINGHAM BOROUGH COUNCIL Civic Offices Shute End Wokingham Berkshire RG40 1BN (the “**Council**”)
 3. BERKSHIRE HEALTHCARE NHS FOUNDATION TRUST of Fitzwilliam House, Skimped Hill Lane, Bracknell, Berkshire, RG12 1BQ (“**BHFT**”)
 4. WOKINGHAM GP ALLIANCE of Number 22 Mount Ephraim, Tunbridge Wells, Kent, TN4 8AS (“**WGPA**”)
 5. ROYAL BERKSHIRE NHS FOUNDATION TRUST of London Road, Reading, RG1 5AN (“**RBFT**”)
- I. This MoU is not legally binding, it is a statement of joint intent which indicates the broad principles that the Partners will seek to apply when making decisions.
- II. The Partners acknowledge the need to keep this document under review and consider as and when necessary, further flexible arrangements between Partners.

BACKGROUND

- a) The Better Care Fund (BCF) has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the CCG and the Council establish a pooled fund for this purpose.
- b) Section 75 of the National Health Services Act 2006 gives powers to local authorities and clinical commissioning groups to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions. Enhancing the Section 75 by way of joint working under this MoU enables the local authority and clinical commissioning groups to include additional Partners from the local system.
- c) In entering into and performing their obligations under this MoU, the Partners are working towards further strengthening Wokingham’s whole system approach through effective governance, with a clear understanding of the commissioner/provider relationship with the move to partnership working. The MoU will provide a robust contracting, commissioning and governance model that allows all Partners to work at the scale required to deliver integrated care for Wokingham’s population.
- d) This MoU is focussed on how the Partners may tackle a number of significant operational, clinical and financial challenges for residents in Wokingham Borough. These significant operational, clinical and financial challenges include: providers coming under increasing financial, performance and quality pressures, demand management programmes with variable levels of success, workforce issues in recruitment across health and social care, and commissioners facing significant affordability pressures given the current configuration of services.
- e) The Partners intend to ensure integrated, high quality, affordable and sustainable health and care services are delivered in the most appropriate way for all adults resident in Wokingham Borough. The services in currently in scope of this Partnership are:

- Community Nursing
 - Intermediate Care
 - Adult Social Care
 - Primary Care
 - Optalis Brokerage and Support
 - Step-Up Beds
 - Time to Decide Beds
 - Community Navigators
 - Public Health
 - and any other area which the Partners collectively wish to include in scope
- f) The Partners as both providers and commissioners of healthcare in Wokingham Borough are challenged to ensure the provision of high quality care to an ageing and growing population, within its financial envelope. This MoU is an integral part of the vision to promote integrated services that deliver personalised care and it is anticipated that this MoU will facilitate these objectives. The aims and benefits of the Partners in entering in to this MoU are to:
- increase the emphasis on primary prevention, health and wellbeing and ensuring integrated, high quality, affordable and sustainable health and care services are delivered in the most appropriate way;
 - improve quality of care through better outcomes and experience for patients and achieving constitutional standards and meet the BCF National Conditions and Local Objectives; and
 - operate a financially sustainable system by making more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Individual Schemes.
- g) Over the period of this MoU, the Partners will work together positively and in good faith in accordance with the Partnership Shared Principles (below) to achieve the Partnership Objectives (set out in Schedule 1).
- h) This MoU supplements and operates in conjunction with existing Services Contracts between the one or more of the Commissioner Partners and each of the Provider Partners.
- i) The Partners and Wokingham Integrated Partnership will ensure that whilst developing integrated services for Wokingham, which aligns with the direction of the Partners organisations and the Berkshire West system.
- j) The CCG has primary responsibility for commissioning health services pursuant to the 2006 Act in the Wokingham Borough.
- k) The Council has primary responsibility for commissioning and/or providing social care services on behalf of the population of the Wokingham Borough.
- l) BHFT has primary responsibility for delivering community health services.
- m) WGPA has primary responsibility for delivering primary care services.
- n) RBFT has primary responsibility for delivering acute care health services.

PARTNERSHIP SHARED PRINCIPLES

This MoU includes a range of principles which partners have agreed to apply. These are summarised below:

- a) work towards a shared vision of integrated service provision;
- b) work together to support the delivery of shared programmes and priorities, including national programmes such as the Better Care Fund.
- c) commit to delivery of system outcomes in terms of clinical matters, patient experience and financial matters;
- d) commit to common processes, protocols and other system inputs;
- e) commit to work together and to make system decisions on a best for users and the Wokingham pound basis;
- f) take responsibility to make unanimous decisions on a 'Best for Service' basis;
- g) always demonstrate the Service Users' best interests are at the heart of our activities;
- h) adopt an uncompromising commitment to trust, honesty, collaboration, innovation and mutual support;
- i) establish an integrated collaborative team environment to encourage open, honest and efficient sharing of information, subject to competition law compliance;
- j) adopt collective ownership of risk and reward, including identifying, managing and mitigating all risks in performing respective obligations;
- k) co-produce with others, especially service users, families and carers, in designing and delivering the services.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 In this MoU, save where the context requires otherwise, the words, terms and expressions identified in section 1.3 below shall have the meanings as described.

1.2 In this MoU, unless the context requires otherwise, the following rules of construction shall apply:

1.2.1 a reference to a "Partner" is a reference to a partner to this MoU and includes its personal representatives, successors or permitted assigns and a reference to "Partners" is a reference to all partners to this MoU;

1.2.2 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.3 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.4 a reference to writing or written includes faxes and e-mails.

1.3 Definitions

Berkshire West 10 Delivery Group means the body which has responsibility for operational delivery of the Berkshire West Integration Programme.

Berkshire West 10 Finance Sub Group means the subordinate body of the Berkshire West 10 Delivery Group which has delegated responsibility for the overall financial management of the Berkshire West 10 Integration Programme.

Berkshire West Integrated Care System (“ICS”) means the partnership of local NHS organisations (both Commissioners and Providers) with collective responsibility for resources and population health in Berkshire West, providing joined up, better co-ordinated care.

Better Care Fund means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners.

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) in England of any law, or any amendment or variation to any law, or any judgment of a relevant court of law which changes binding precedent in England after the date of Commencement.

Commencement Date means 00:01 hrs on 1st June 2018.

Commissioner Partner means each of the CCG and the Council and references to “Commissioner Partners” shall be construed accordingly

Confidential Information means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this MoU and the Services and:

- (a) which comprises personal data or sensitive personal data or which relates to any patient or his treatment or medical history;
- (b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or
- (c) which is a trade secret.

Ethical Wall means an environment in which a Partner is isolated from particular information to avoid a conflict of interest or to protect another Partner’s sensitive information.

Health and Wellbeing Board means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012.

Individual Scheme means one of the schemes which is agreed by the Partners to be included within this MoU using the powers under Section 75 as documented in a Scheme Specification.

Partner means each of the CCG, the Council, GP Alliance, RBFT and BHFT and references to "Partners" shall be construed accordingly.

Provider Partner means a provider of any Services commissioned under the arrangements set out in this MoU, with the exception of the CCG.

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this MoU and more specifically defined in each Individual Scheme specification.

Services Contract means an agreement for the provision of Services entered into with a Provider by one or more of the Partners in accordance with the relevant Individual Scheme.

Service Users means those individual for whom the Partners have a responsibility to commission the Services.

The Wokingham Integrated Partnership and the Wokingham Leader Partnership Board (“WLPB”) means the group responsible for review of performance and oversight of this MoU as set out in Schedule 2.

Wokingham Management Partnership Board (“WMPB”) means the group responsible for the day to day leadership, management and support of the activities of the Wokingham Integrated Partnership in accordance with the Partnership Shared Principles in order to meet the Key Objectives agreed by the WLPB.

2. Purpose and Effect of MoU

- 2.1 The Partners have agreed to work together on behalf of patients and the population to deliver the best possible experience and outcomes within the available resources for Wokingham Borough. The intention is for the Partners to organise themselves around the needs of the Wokingham Borough population rather than planning at an individual organisational level so as to deliver more integrated care for patients.
- 2.2 The Partners wish to record the basis on which they will collaborate with each other on the Wokingham Integrated Partnership in this MoU.
- 2.3 This MoU sets out:
 - 2.3.1 the key objectives for the development of the Wokingham Integrated Partnership;
 - 2.3.2 the principles of collaboration;
 - 2.3.3 the governance structures the Partners will put in place; and
 - 2.3.4 the respective roles and responsibilities the Partners will have during the development of the Wokingham Integrated Partnership.
- 2.4 The Partners agree that, notwithstanding the good faith consideration that each Partner has afforded the terms set out in this MoU, save as provided in paragraph 2.5 below, this MoU shall not be legally binding.
- 2.5 Paragraphs 13, 15 and 16 shall come into force from the date hereof and shall give rise to legally binding commitments between the Partners.
- 2.6 In addition to this MoU the Partners have developed the following additional documents to manage the relationships and any sharing of information between them:
 - (i) a confidentiality agreement (Schedule 3);
 - (ii) a protocol to manage conflicts of interest between the Partners; and to manage the sharing of information in accordance with information governance principles and competition law requirements (Schedule 4).

3. Key Objectives

- 3.1 The Partners shall undertake the development of the Wokingham Integrated Partnership to achieve the key objectives set out in Schedule 1.
- 3.2 The Partners acknowledge that the current position with regard to the Wokingham Integrated Partnership is set out in Schedule 1.

4. Principles of Collaboration

- 4.1 The Partners agree to adopt the following principles when carrying out the development of the Wokingham Integrated Partnership:

- 4.1.1 collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required to deliver change collectively;
- 4.1.2 be accountable. Take on, manage and account to each other and the wider system e.g. The Berkshire West 10 and ICS for performance of the respective roles and responsibilities set out in this MoU;
- 4.1.3 be open. Communicate openly about major concerns, issues or opportunities relating to the Partnership and be transparent adopting an open book approach wherever possible (acknowledging the Partners requirements under paragraph 4.1.4 below);
- 4.1.4 adhere to statutory requirements and best practice. Comply with applicable laws and standards including procurement rules, competition law, data protection, information governance and freedom of information legislation;
- 4.1.5 act in a timely manner. Recognise the time-critical nature of the Partnership and respond accordingly to requests for support;
- 4.1.6 manage stakeholders effectively with a clear intention to engage with all relevant stakeholders in the development of the Partnership and to look towards the future;
- 4.1.7 deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- 4.1.8 act in good faith to support achievement of the Key Objectives and compliance with these Shared Principles and to develop appropriate “Rules of Engagement” between stakeholders in the Partnership.

5. Governance and reporting

- 5.1 Overall strategic oversight of partnership working between the Partners is vested in the Wokingham Health and Wellbeing Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.
- 5.2 The Partners have established the Wokingham Leader Partnership Board (WLPB) to provide strategic direction to the Partnership, to manage risk and to hold to account the Wokingham Management Partnership Board (WMPB) for the performance of the Partnership such that it achieves the objectives set for it. The current strategic areas include the Better Care Fund programme and the projects associated with it. The WLPB is accountable to the Wokingham Health and Wellbeing Board and will report progress on the Better Care Fund individual schemes and on any other pooled funds.
- 5.3 The WMPB has been established to provide the day to day senior management of the Partnership and Provider services, particularly in respect of the delivery of plans to achieve the objectives and strategies agreed by the WLPB, and to manage performance and risk.
- 5.4 The WLPB is based on a joint working group structure. Each voting member of the WLPB shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the WLPB to carry out its objectives, roles, duties and functions as set out in this clause 5 and Schedule 2.
- 5.5 The terms of reference of the WLPB as regards this MoU shall be as set out in Schedule 2.
- 5.6 The terms of reference of the WMPB as regards this MoU shall be set out in Schedule 2.

- 5.7 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.
- 5.8 The WLPB shall be responsible for the overall approval of the Wokingham hosted Individual Schemes within the Wokingham Better Care Fund and for any other pooled funds covered by this MoU.
- 5.9 Each Individual Scheme's schedule shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the WLPB; the Berkshire West 10 Delivery Group; the Berkshire West 10 Finance Sub Group and the Wokingham Health and Wellbeing Board.

6. Voting Rights and Quorum at Meetings

- 6.1 The WLPB will be quorate if three quarters of its voting members are present, subject to the members present being able to represent the views and decisions of the Partners who are not present at any meeting.
- 6.2 No matter will be recommended at any meeting unless all WLPB members are in agreement. If not all members are present at a meeting decisions will be ratified via telephone or email following the meeting. A quorum will not be present unless at least one (1) WLPB member from CCG, Council, BHFT, RBFT and the WGPA WLPB members are in attendance.

7. Dispute Resolution

- 7.1 In the event of a dispute between the Partners arising out of this MoU, any Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute, a copy of which should be received by the Chair of the WLPB.
- 7.2 The Chair shall meet in good faith as soon as possible and in any event within ten (10) days of notice of the dispute being served pursuant to clause 7.1, at a meeting convened for the purpose of resolving the dispute.
- 7.3 The Partners agree that the WLPB, on a 'Best for Services' basis, may determine whatever action it believes is necessary including the following:
- (a) If the dispute remains after the meeting detailed in clause 7.2 has taken place, the Partners' respective Chief Executives or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
 - (b) If the dispute remains after the meeting detailed in clause 7.3 (a), it may select an independent facilitator to assist with resolving the dispute; and the independent facilitator shall:
 - (i) be provided with any information he or she requests about the dispute;
 - (ii) assist the WLPB to work towards a consensus decision in respect of the dispute;
 - (iii) regulate his or her own procedure and, subject to the terms of this MoU, the procedure of the WLPB at such discussions;
 - (iv) determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 business days of the independent facilitator being appointed; and
 - (v) have its costs and disbursements met by the Commissioner Partners.
 - (c) If the independent facilitator cannot facilitate the resolution of the dispute, the dispute must be considered afresh in accordance with this clause 7 and only after

such further consideration again fails to resolve the dispute, the WLPB may decide to:

- (i) refer the matter within seven days for independent arbitration to the Institute of Arbitrators. The Partners will co-operate with any person appointed as Arbitrator whose decision shall be final and binding on the Partners and any costs will be paid as determined or in the absence of such determination such costs will be shared equally.
- (ii) terminate the Partnership; or
- (iii) agree that the dispute need not be resolved.

7.4 Nothing in the procedure set out in this clause 7 shall in any way affect either Partner's right to terminate this MoU in accordance with any of its terms or take immediate legal action.

8. Conflicts of interest

The Partners agree that they will:

- 8.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this MoU or the Partnership, immediately upon becoming aware of the conflict of interest whether that conflict concerns the Partners or any person employed or retained by the Partners for or in connection with the Wokingham Integrated Partnership; and
- 8.2 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 MoU (without the prior consent of the other Partners) before participating in any action in respect of that matter; and
- 8.3 comply with the terms of any agreed conflict of interest protocol in relation to the operation of the Wokingham Integrated Partnership.

9. Reserved Matters

- 9.1 The Partners acknowledge that each of the Commissioner Partners is required to comply with various statutory duties as commissioners. Therefore, notwithstanding any other provision of this MoU or any Services Contract, each of the Commissioner Partners must be free to determine the following matters as they see fit. Each of the Commissioner Partners will strive to achieve a consensus and an alignment amongst the Partners, but the Partners recognise that, ultimately, each of the Commissioner Partners must be free to determine the following 'Reserved Matters':
 - (a) any Mandatory Change required to be implemented by the Commissioner Partners under the Change Procedure;
 - (b) any matter upon which the Commissioner Partners may be required to submit to public consultation or in relation to which the Commissioner Partners may be required to respond to or liaise with a local Healthwatch organisation;
 - (c) any matter which requires the Commissioner Partners to invest further monies in respect of the Services, or under the Services Contracts or under this MoU.
- 9.2. The Partners agree that:
 - (a) the 'Reserved Matters' are limited to the express terms of clause 9.1;
 - (b) the 'Reserved Matters' shall not be exercised so as to require a Provider Partner to breach any regulatory obligations (including for any Provider Partner that is an NHS Foundation Trust the terms of its NHS Provider Licence) or to breach any legislative requirements including the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010;

- (c) the WLPB may not make a final decision on any of the matters set out in clause 9.1(a) and 9.1(b), which are reserved for determination by the Commissioner Partners only;
- (d) where exercising a 'Reserved Matter' under clause 9.1(c) to 9.1(f), and subject to any need for urgency because to act otherwise would result in the Commissioner Partners breaching their statutory obligations, the Commissioner Partners will first consult with the WLPB in respect of its proposed exercise of a 'Reserved Matter';
- (e) should the need arise, a Commissioner Partner will give a written notice to the WLPB that it is exercising a 'Reserved Matter'; and
- (f) if a decision in respect of any 'Reserved Matter' is notified to the WLPB, We will implement that decision as if it were a decision of the WLPB.

10. Future Involvement and Addition of Partners

- 10.1 Where a Partner or Partners wish to admit a new person or organisation to be a Partner under this MoU, such a proposal shall be considered at the next WLPB meeting.
- 10.2 The relevant Partner or Partners that wish to admit a new person or organisation shall serve a written notice on the WLPB setting out the details of:
- (a) the proposed new person or organisation (where known);
 - (b) reasons and rationale for the proposed admission of a new person or organisation;
 - (c) the likely impact on the Services; and
 - (d) the likely impact on the payments to be made under the Section 75 Agreement.
- 10.3 Following receipt of the notice referred to in clause 10.2 the WLPB shall then consider the proposal and decide what actions (if any) need to be taken, in terms of varying this MoU, for example.

11. Competition and Procurement Compliance

- 11.1 Partners will provide to each other all information that is reasonably required in order to achieve the Wokingham Integrated Partnership outcomes and to design and implement changes to the ways in which services are delivered (and where the services are delivered from).
- 11.2 Partners will have responsibilities to comply with competition laws, and Partners acknowledge that Partners will all comply with those obligations. Partners will therefore make sure that partners share information, and in particular competition sensitive information, in such a way that is compliant with competition law.
- 11.3 No matter what else is written in the MoU, Provider Partners will ensure that they provide the Commissioner Partners with all financial cost resourcing, activity or other information as the Commissioner Partners may require so that the Commissioner Partners can be satisfied that the Wokingham Integrated Partnership outcomes, in particular those of a financial nature, are being satisfied. This is in relation only to the services in the pooled fund.
- 11.4 The Partners will make sure the WLPB establishes appropriate ethical walls between and within the Provider Partners so as to ensure that competition sensitive information and confidential information are only available to those members of the Provider Partners who need to see it for the purposes of the Wokingham Integrated Partnership and for no other purpose whatsoever so partners do not breach competition law.

- 11.5 It is accepted by the Wokingham Integrated Partnership that the involvement of the Provider Partners is likely to give rise to situations where information will be generated and made available to the Provider Partners, which could give the Provider Partners an unfair advantage in competitions which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one Provider Partner with a commercial advantage over a separate Provider Partner).
- 11.6 The Provider Partners therefore recognise the need to manage the information referred to in clause 11.6 above in a way which maximises their opportunity to take part in competitions by putting in place appropriate procedures, such as Ethical Walls.
- 11.7 A Provider Partner will have the opportunity to demonstrate to the reasonable satisfaction of the Commissioner Partners in relation to any competitive procurements that the information it has acquired as a result of its participation in the Partnership, other than as a result of a breach of this MoU, does not preclude the Commissioner Partners from running a fair competitive procurement in accordance with the Commissioner Partners' legal obligations.
- 11.8 Notwithstanding clause 11.7 above, the Commissioner Partners reserve their rights to take such measures as they consider necessary in relation to such competitive procurements in order to comply with their obligations under legislation (for example, the public contract regulations 2015 and the National Health Service (procurement, patient choice and competition) (no 2) regulations 2013) including, but not limited to, excluding any potential bidder from the competitive procurement in accordance with the laws governing that competitive procurement.
- 11.9 Nothing in this MoU shall absolve any of the Provider Partners from their obligations under each service contract, particularly in relation to ensuring that the services are provided in accordance with the requirements of the relevant service contract.
- 11.10 Where there are any patient safety incidents or information governance breaches relating to the services, for example, the Provider Partners shall ensure that they each comply with their individual service contract and, where required by the Commissioner Partners, work collectively and share all relevant information to that patient safety incident or information governance breach (or other similar issue) for the purposes of any investigations and/or remedial plans to be put in place, as well as for the purposes of learning lessons in order to avoid such patient safety incident or information governance breach in the future.
- 11.11 Without prejudice to any obligations in the service contracts, the Provider Partners shall each notify the WLPB of any serious incident that has arisen in connection with the relevant Provider Partner's involvement in providing the services set out in the service contract, without delay and no longer than two (2) business days of that serious incident taking place.

12. Term and Termination

Each of the Partners acknowledges and confirms that as the date of this MoU all Partners have obtained all the necessary authorisations to enter into this MoU.

- 12.1 This MoU shall come into force on the Commencement Date, the date of signature by all the Partners, and shall continue until terminated by a Partner in accordance with paragraph 12.2 below.
- 12.2 This MoU shall continue until it is terminated in accordance with clause 12.5
- 12.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant scheme specification in the Section 75 Agreement.
- 12.4 The MoU continues subject to an annual review by the partners.
- 12.5 Any Partner may terminate this MoU by giving at least 3 months' notice in writing to the other Partners.

13. Variation

- 13.1 This MoU may only be varied by written agreement of the Partners and signed by, or on behalf of, each of the Partners.

14. Charges and Liabilities

- 14.1 Except as otherwise provided, the Partners shall each bear their own costs and expenses incurred in complying with their obligations under this MoU including in respect of any losses or liabilities incurred due to their own or their employee's actions.
- 14.2 No Partner intends that any other Partner shall be liable for any loss it suffers as a result of this MoU.

15. Exclusion of Partnership and Agency

- 15.1 Nothing in this MoU shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.
- 15.2 Except as expressly provided otherwise in this MoU or where the context or any statutory provision otherwise necessarily requires, no Partner will have authority to, or hold itself out as having authority to:
- 15.2.1 act as an agent of the other;
 - 15.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or
 - 15.2.3 bind the other in any way.

16. Counterparts

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

17. Governing Law and Jurisdiction

17.1 This MoU shall be governed by and construed in accordance with English law and each Partner agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this MoU has been executed by the Partners on the date of this MoU.

Signed by

NHS Berkshire West Clinical Commissioning Group

Name:

Title:

Signed by

Wokingham Borough Council

Name:

Title:

Signed by

Berkshire Healthcare NHS Foundation Trust

Name:

Title:

Signed by

Wokingham GP Alliance

Name:

Title:

Signed by

Royal Berkshire NHS Foundation Trust

Name:

Title:

Schedule 1
Part 1: The Wokingham Integrated Partnership

In its first year the Wokingham Integrated Partnership will need to achieve the following key deliverables:

1. The production of Wokingham's Roadmap to 2020.
2. Development and publication of Wokingham's Integration Position Statement.
3. Delivery against year 1 plans in the Roadmap

The deliverables will be supported by focussing on the agreed quadruple aims:

1. Further develop Partnership Working
2. Further improving the Quality of Care that we provide
3. Improving the Health of the Population
4. Securing the Value and Financial Sustainability of health and social care services we provide

Part 2: The Key Objectives

The Partnership Objectives agreed by the Partners are to deliver sustainable, effective and efficient Services with significant improvements over the Term. In particular the Partners have agreed the following:

To further strengthen the whole system approach through effective governance, with clear understanding of the commissioner/provider relationship

The Partners have three key objectives for the Wokingham Integrated Partnership:

- a) to increase the emphasis on primary prevention, health and wellbeing and ensuring integrated, high quality, affordable and sustainable health and care services are delivered in the most appropriate way;
- b) to improve quality of care through better outcomes and experience for patients and achieving constitutional standards and meet the BCF National Conditions and Local Objectives; and
- c) to operate a financially sustainable system by making more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Schemes.

The Provider Partners acknowledge and accept that the WLPB may seek to shift activity and service specifications under the respective Services Contracts in order to achieve the Partnership Objectives. The Partners will utilise the provisions, mechanisms and flexibilities in the Services Contracts to effect the necessary changes in service specifications, activity plans, etc.

The Partners acknowledge that they will have to make decisions together in order for the Partnership to work effectively and, except for the 'Reserved Matters' listed at clause 8.1 in this schedule, will work together on a 'Best for Service' basis in order to achieve the Partnership Objectives.

SCHEDULE 2 PARTNERSHIP GOVERNANCE

1. Wokingham Leader Partnership Board (WLPB)

- 1.1 We all agree to establish the WLPB. For the avoidance of doubt the WLPB shall not be a committee of any Partner or any combination of Partners.
- 1.2 The WLPB is the group responsible for leading the Partnership. The WLPB will hold to account the WMPB. It will have other duties and the authority and accountability defined in its Terms of Reference (ToR).
- 1.3 The ToR for the WLPB shall be as set out in Part 1 of Schedule 2 (WLPB – Terms of Reference).

2. Wokingham Management Partnership Board (WMPB)

- 2.1 We agree to establish the WMPB which will be responsible for managing the Partnership and the delivery of the Services. For the avoidance of doubt the WMPB shall not be a committee of any Participant or any combination of Participants.
- 2.2 The ToR for the WMPB shall be as set out in Part 2 of Schedule 2 (WMPB – Terms of Reference).

3. Partnership Programme Manager

- 3.1 We agree that the Partners will engage an individual to undertake programme management on behalf of the Partners (the "Partnership Programme Manager").
- 3.2 We agree that the detailed responsibilities / job description for the Partnership Programme Manager shall be determined by the WLPB. The Partnership Programme Manager will report regularly (no less than every month) to the WLPB.
- 3.3 We will be bound by the actions and decisions of the WLPB and the WMPB and the Partnership Programme Manager carried out in accordance with this MoU.

4. Admitting New Partners

- 4.1 Where a Partner or Partners wish to admit a new person or organisation to be a Partner under this MoU, such a proposal shall be considered at the next WLPB meeting.
- 4.2 The relevant Partner or Partners that wish to admit a new person or organisation shall serve a written notice on the WLPB setting out the details of:
 - (a) the proposed new person or organisation (where known);
 - (b) reasons and rationale for the proposed admission of a new person or organisation;
 - (c) the likely impact on the Services; and
 - (d) the likely impact on the payments to be made under Section 75, schedule 3 (Risk Share and Overspends)
- 4.3 Following receipt of the notice referred to in clause 4.2 the WLPB shall then consider the proposal and decide what actions (if any) need to be taken, in terms of varying this MoU, for example.
- 4.4 Post-termination – The WLPB and WMPB shall continue to operate in accordance with this Schedule following any termination of this MoU but shall endeavour to ensure that the benefits of any contracts are received by the Partners in the same proportions as their respective contributions at that time.

PART 1
WOKINGHAM LEADER PARTNERSHIP BOARD – TERMS OF REFERENCE (ToR)

1.1 Purpose

The Wokingham Leader Partnership Board (WLPB) has been established to lead the development of and provide strategic direction to the Wokingham Integrated Partnership (in accordance with the Shared Principles) in order to meet the Key Objectives. To manage risk and to hold to account the Wokingham Management Partnership Board (WMPB) for the performance of the Partnership such that it achieves the objectives set for it. WLPB is a sub-partnership of the Wokingham Health and Wellbeing Board and will send reports to every board meeting.

The Partnership will provide a financial and governance framework for the delivery of the Better Care Fund and is responsible for the business and overall performance of BCF projects within Wokingham's Health and Social Care Integration programme as well as informing and leading Wokingham's contribution to Berkshire West 10 integration work. The relationship with the BW10 governance is illustrated in the diagram on page 7 of the ToR document.

WLPB will also be represented at the Berkshire West 10 Integration Board and will receive reports on Berkshire West schemes as well as reporting on delivery of the WLPB objectives.

1.2 Status and Authority

- 1.2.1 The Partnership is established by the Partners, who remain sovereign organisations, to provide a financial and governance framework for the delivery of the Services. The Partnership is not a separate legal entity, and as such is unable to take decisions separately from the Partners or bind its Partners; nor can one or more Partners 'overrule' any other Partner on any matter (although all Partners will be obliged to comply with the terms of the MoU).
- 1.2.2 The MoU establishes the WLPB to lead the Partnership on behalf of the Partners. As a result of the status of the Partnership the WLPB is unable in law to bind any Partner so it will function as a forum for discussion of issues with the aim of reaching consensus among the Partners.
- 1.2.3 The WLPB will function through engagement between its members so that each Partner makes a decision in respect of, and expresses its views about, each matter considered by the WLPB. The decisions of the WLPB will, therefore, be the decisions of the Partners, the mechanism for which shall be authority delegated by the Partners to their representatives on the WLPB.
- 1.2.4 Each Partner shall delegate to its representative on the WLPB such authority as is agreed to be necessary in order for the WLPB to function effectively in discharging the duties within these ToR. The Partners shall ensure that each of their representatives has equivalent delegated authority. Authority delegated by the Partners shall be defined in writing and agreed by the Partners, and shall be recognised to the extent necessary in the Partners' own schemes of delegation (or similar).
- 1.2.5 The Partners shall ensure that the WLPB members understand the status of the WLPB and the limits of the authority delegated to them.

- 1.2.6 Delegated authority - The WLPB voting membership are authorised within the limit of delegated authority for its members (received through their respective organisation's execution of the MoU) to:
- a) authorise commitments up to the aggregate contributions of the Partners to any Pooled Fund
 - b) authorise a Commissioner Partner to enter into any contract for services necessary for the provision of Services under an Individual Scheme
 - c) authorise additional/new schemes, modify or terminate existing schemes; and
 - d) the wiring of funds between pools, up to the aggregate contributions of the Partners to the Pooled Funds

1.3 Shared Principles

Our shared principles are:

- a) working towards a shared vision of integrated service provision;
- b) work together to support the delivery of shared programmes and priorities, including national programmes such as the Better Care Fund.
- c) committing to delivery of system outcomes in terms of clinical matters, patient experience and financial matters;
- d) committing to common processes, protocols and other system inputs;
- e) committing to work together and to make system decisions on a best for users and the Wokingham pound basis;
- f) taking responsibility to make unanimous decisions on a Best for Service basis;
- g) always demonstrate the Service Users' best interests are at the heart of our activities;
- h) adopting an uncompromising commitment to trust, honesty, collaboration, innovation and mutual support;
- i) establishing an integrated collaborative team environment to encourage open, honest and efficient sharing of information, subject to competition law compliance;
- j) adopting collective ownership of risk and reward, including identifying, managing and mitigating all risks in performing respective obligations;
- k) co-producing with others, especially service users, families and carers, in designing and delivering the services.

1.4 Responsibilities

1.4.1 The WLPB will:

- a) ensure alignment of all organisations to Wokingham's Integrated Health and Social Care System vision and objectives;
- b) promote and encourage commitment to the Partnership Principles and Partnership Objectives amongst all Partners;
- c) formulate, agree and ensure that implementation of strategies for achieving the Partnership Objectives and the management of the Partnership;
- d) discuss strategic issues and resolve challenges such that the Partnership Objectives can be achieved;
- e) respond to changes in the operating environment, including in respect of national policy or regulatory requirements, which impact upon the Partnership or any Partners to the extent that they affect the Partners' involvement in the Partnership;
- f) agree policy as required;
- g) agree performance outcomes/targets for the Partnership such that it achieves the Partnership Objectives;
- h) determine the Terms of Reference for the WMPB.

- i) review the performance of the Partnership, holding the WMPB to account, and determine strategies to improve performance or rectify poor performance;
- j) ensure that the WMPB identifies and manages the risks associated with the Partnership, integrating where necessary with the Partners' own risk management arrangements;
- k) generally ensure the continued effectiveness of the Partnership, including by managing relationships between the Partners and between the Partnership and its stakeholders;
- l) ensure that the Partnership accounts to relevant regulators and other stakeholders through whatever means are required by such regulators or are determined by the WLPB, including, to the extent relevant, integration with communications and accountability arrangements in place within the Partners;
- m) address any actual or potential conflicts of interests which arise for members of the WLPB or within the Partnership generally, in accordance with a protocol to be agreed between the Partners (such protocol to be consistent with the Partners' own arrangements in respect of declaration and conflicts of interests, and compliant with relevant statutory duties);
- n) oversee the implementation of, and ensure the Partners' compliance with, this MoU and all other Services Contracts;
- o) review the governance arrangements for the Partnership at least annually.

1.4.2 The Partners agree to adopt the following principles when carrying out the development of the Wokingham Integrated Partnership:

- a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required to deliver change collectively;
- b) be accountable. Take on, manage and account to each other and the wider system e.g. The Berkshire West 10 and ICS for performance of the respective roles and responsibilities set out in this MoU;
- c) be open. Communicate openly about major concerns, issues or opportunities relating to the Partnership and be transparent adopting an open book approach wherever possible (acknowledging the Partners requirements under paragraph d below);
- d) adhere to statutory requirements and best practice. Comply with applicable laws and standards including procurement rules, competition law, data protection, information governance and freedom of information legislation;
- e) act in a timely manner. Recognise the time-critical nature of the Partnership and respond accordingly to requests for support;
- f) manage stakeholders effectively with a clear intention to engage with all relevant stakeholders in the development of the Partnership and to look towards the future
- g) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- h) act in good faith to support achievement of the Key Objectives and compliance with these Principles and to develop appropriate "Rules of Engagement" between stakeholders in the Partnership.

1.5 Accountability

1.5.1 The WLPB is accountable to the Partners and to address all regulatory requirements and accountability to relevant stakeholders.

1.5.2 The minutes of the WLPB will be sent to the Partners within one week following each meeting.

- 1.5.3 The minutes shall be accompanied by a report on any matters which the Chair considers to be material. It shall also address any minimum content for such reports agreed by the Partners.

1.6 Membership and Quorum

- 1.6.1 Each Partner will appoint one WLPB member and the Partners will at all times maintain their WLPB members on the WLPB. A Partner may remove or replace any of their respective WLPB Members at any time subject to the consent of the other WLPB Members, such consent not to be unreasonably withheld or delayed.
- 1.6.2 Unless otherwise agreed in writing by the WLPB, any such appointment or removal will take effect upon service of a notice in writing by the relevant Partner on the other Partners.
- 1.6.3 With respect to the matters contained in this MoU, the voting membership of the WLPB will comprise:
- a) Director of Operations from NHS Berkshire West CCG, Wokingham Locality
 - b) Director of Adult Social Services from Wokingham Borough Council
 - c) Locality Director from Berkshire Healthcare Foundation Trust
 - d) Medical Director from Wokingham GP Alliance
 - e) Director of Operations, Networked Care, Royal Berkshire NHS Foundation Trust
- (N.B. as part of the formal annual review of the ToR, voting membership should be an employee from each of the above organisations with the appropriate authority and therefore may be subject to change)
- 1.6.4 The following persons may attend meetings of the WLPB as advisors/observers but will not have voting rights:
- a) Partnership Programme Manager
 - b) Partnership Finance Lead
 - c) Partnership Project Support Officer
 - d) Chief Executive from Optalis
 - e) Representative from Healthwatch
 - f) General Manager from Involve (on behalf of the voluntary sector)
- 1.6.5 Other members/attendees may be co-opted as necessary.
- 1.6.6 The WLPB will be quorate if three quarters of its voting members are present, subject to the members present being able to represent the views and decisions of the Partners who are not present at any meeting.
- 1.6.7 No matter will be recommended at any meeting unless all WLPB members are in agreement. If not all members are present at a meeting, decisions will be ratified via telephone or email following the meeting. A quorum will not be present unless at least one (1) WLPB member from CCG, Council, BHFT, RBFT and the WGPA WLPB members are in attendance.
- 1.6.8 Subject to the prior approval of the WLPB, any Leader Board Member may, appoint an alternate WLPB member to act on their behalf. An alternate WLPB member will be entitled to attend and be counted in the quorum at which the WLPB member appointing them is not personally present and do all the things which their appointing WLPB member is entitled to do.

- 1.6.9 The Partners will all ensure that, except for urgent or unavoidable reasons that their respective WLPB members (or their appointed alternate) attend and fully participate in the meetings of the WLPB.

1.7 Conduct of Business

- 1.7.1 Meetings will be held monthly.
- 1.7.2 The WLPB members shall agree and appoint a person with suitable experience to be the Chair of the WLPB (the 'Chair') and until such appointment is made the role of Chair shall be filled by the nominated CCG member (who will also act as a member of the WLPB).
- 1.7.3 Where the Chair is absent, the Deputy Chair (CCG Director of Operations or WBC Director of Adult Social Services) shall take on the role of the Chair.
- 1.7.4 The agenda will be developed in discussion with the Chair. Circulation of the meeting agenda and papers via email will take place one week before the meeting is scheduled to take place. In the event members wish to add an item to the agenda they need to notify the Partnership Programme Manager who will confirm this with the Chair accordingly.
- 1.7.5 At the discretion of the Chair business may be transacted through a teleconference or videoconference provided that all members present are able to hear all other parties and where an agenda has been issued in advance.
- 1.7.6 At the discretion of the Chair a decision may be made on any matter within these ToR through the written approval of every member, following circulation to every member of appropriate papers and a written resolution. Such a decision shall be as valid as any taken at a quorate meeting but shall be reported for information to, and shall be recorded in the minutes of, the next meeting.

1.8 Decision Making and Voting

- 1.8.1 The WLPB will aim to achieve consensus for all decisions of the Partners.
- 1.8.2 Decisions pertaining to the provision of Services and Individual Schemes within the MoU shall be made by unanimous agreement of the voting membership. Where unanimity is not reached then the decision in question will in the first instance be referred to the next meeting of the group. If no unanimity is reached on the second occasion it is discussed then the matter shall be dealt with in accordance with the dispute resolution procedure set out in the MoU.
- 1.8.3 Where one or more of the following criteria is met a decision may be made outside of a formal WLPB meeting, subject to the unanimous agreement of all partners:
- a) The delay in decision making is anticipated to have a significant detrimental impact on one or more partner organisations ability to deliver their integration programme objectives; and / or,
 - b) The financial impact or expenditure is not anticipated to exceed £50,000
- 1.8.4 Decisions made in this manner must be accompanied by a retrospective business case at the next scheduled WLPB meeting to ensure a suitable audit trail and record of decisions made. Where unanimity cannot be reached clause 1.8.2 will apply.

1.9 Conflicts of Interests

- 1.9.1 The members of the WLPB must refrain from actions that are likely to create any actual or perceived conflicts of interests.
- 1.9.2 The WLPB shall develop and approve a protocol for addressing actual or potential conflicts of interests among its members (and those of the WMPB). The protocol shall at least include arrangements in respect of declaration of interests and the means by which they will be addressed. It shall be consistent with the Partners' own arrangements in respect of conflicts of interests, and any relevant statutory duties.

1.10 Confidentiality

- 1.10.1 Information obtained during the business of the WLPB must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The main purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).
- 1.10.2 Members of WLPB are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work of the Partnership. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

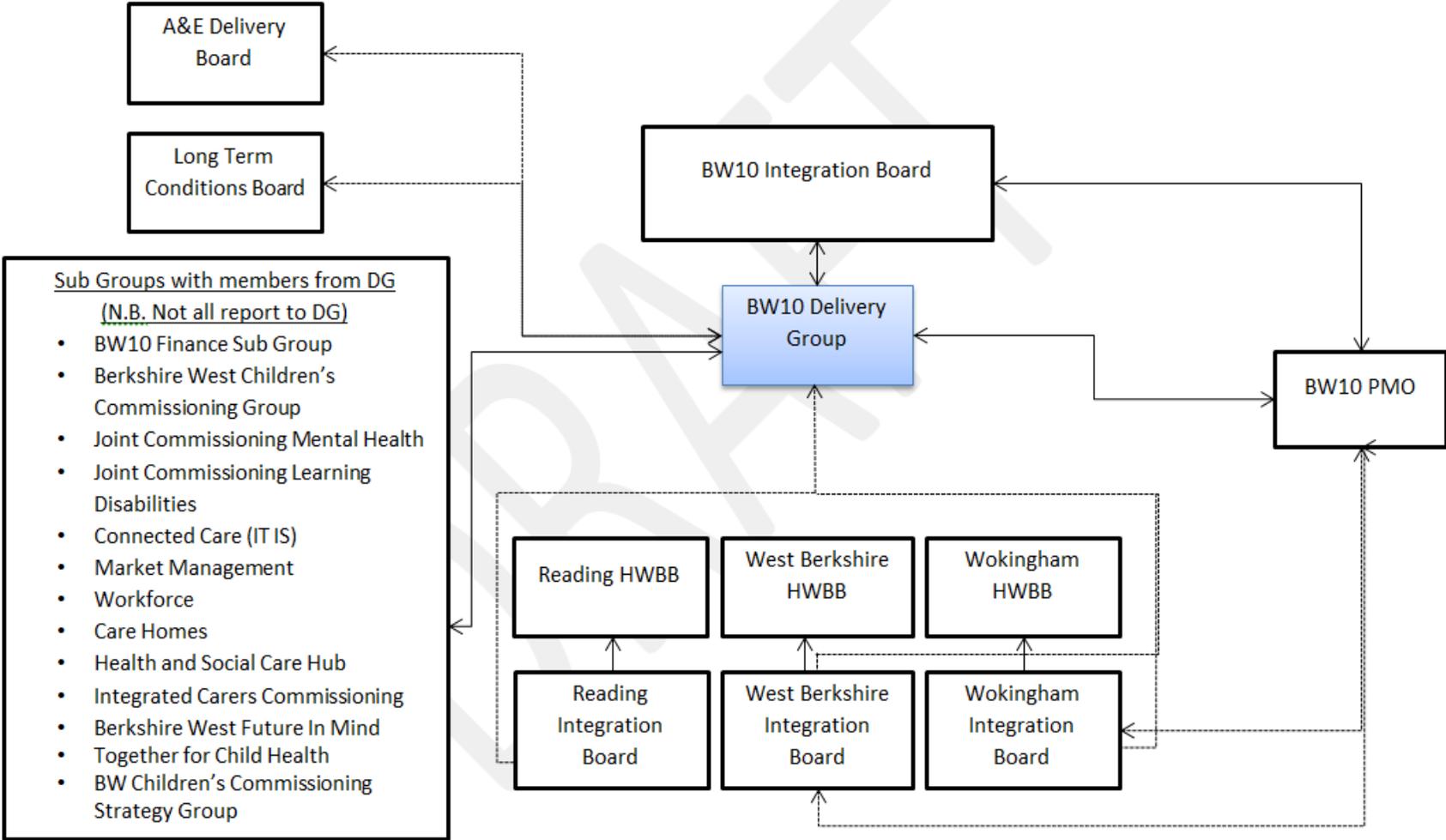
1.11 Support

- 1.11.1 Support to the WLPB will be provided as part of a programme management approach.
- 1.11.2 The programme structure and supporting work groups will be developed and agreed as part of the WLPB work plan.

1.12 Review

- 1.12.1 These WLPB ToR will be formally reviewed annually in April.

Berkshire West 10 (BW10) Integration Governance Map



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PART 2

WOKINGHAM MANAGEMENT PARTNERSHIP BOARD – TERMS OF REFERENCE

1.1 Purpose

The Wokingham Management Partnership Board (WMPB) will be responsible for the day to day leadership, management and support of the activities of the Wokingham Integrated Partnership in accordance with our Shared Principles in order to meet the Key Objectives agreed by the WLPB. The focus of the WMPB is to have a tactical level of detail, ensuring the processes are in place to support high quality outcomes for services and the population of the Wokingham Borough.

1.2 Shared Principles

Our shared principles are:

- a) working towards a shared vision of integrated service provision;
- b) working together to support the delivery of shared programmes and priorities, including national programmes such as the Better Care Fund
- c) committing to delivery of system outcomes in terms of clinical matters, patient experience and financial matters;
- d) committing to common processes, protocols and other system inputs;
- e) committing to work together and to make system decisions on a best for users and the Wokingham pound basis;
- f) taking responsibility to make unanimous decisions on a Best for Service basis;
- g) always demonstrate the Service Users' best interests are at the heart of our activities;
- h) adopting an uncompromising commitment to trust, honesty, collaboration, innovation and mutual support;
- i) establishing an integrated collaborative team environment to encourage open, honest and efficient sharing of information, subject to competition law compliance;
- j) adopting collective ownership of risk and reward, including identifying, managing and mitigating all risks in performing respective obligations;
- k) co-producing with others, especially service users, families and carers, in designing and delivering the services.

1.3 Key Objectives

The Partnership Objectives agreed by the Partners are to deliver sustainable, effective and efficient Services with significant improvements over the Term. In particular the Partners have agreed the following:

To further strengthen the whole system approach through effective governance, with clear understanding of the commissioner/provider relationship

The Partners have three key objectives for the Wokingham Integrated Partnership:

- a) to increase the emphasis on primary prevention, health and wellbeing and ensuring integrated, high quality, affordable and sustainable health and care services are delivered in the most appropriate way;

- b) to improve quality of care through better outcomes and experience for patients and achieving constitutional standards and meet the BCF National Conditions and Local Objectives; and
- c) to operate a financially sustainable system by making more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Schemes.

1.4 Status and authority

- 1.4.1 The Wokingham Integrated Partnership is established by the Partners, who remain sovereign organisations, to provide a financial and governance framework for the delivery of the Services. The Partnership is not a separate legal entity, and as such is unable to take decisions separately from the Partners or bind its Partners; nor can one or more Partners 'overrule' any other Partner on any matter (although all Partners will be obliged to comply with the terms of the MoU).
- 1.4.2 The MoU establishes the WMPB to manage the Partnership on behalf of the Partners. As a result of the status of the Partnership the WMPB is unable in law to bind any Partner so it will function as a forum for discussion of issues with the aim of reaching consensus among the members.

1.5 Partners

- 1.5.1 The WMPB will function through engagement between its members so that each Partner makes a decision in respect of, and expresses its views about, each matter considered by WMPB. The decisions of the WMPB will, therefore, be the decisions of the Partners, the mechanism for which shall be authority delegated by the Partners to their representatives on the WLPB.
- 1.5.2 Each Partner shall delegate to its representative on the WMPB such authority as is agreed to be necessary in order for the WMPB to function effectively in discharging the duties within these ToR. The Partners shall ensure that each of their representatives has equivalent delegated authority. Authority delegated by the Partners shall be defined in writing and agreed by the Partners, and shall be recognised to the extent necessary in the Partners' own schemes of delegation (or similar).
- 1.5.3 The Partners shall ensure that the WMPB members understand the status of the WMPB and the limits of the authority delegated to them.

1.6 Responsibilities

- 1.6.1 The WMPB will:
 - a) promote and encourage commitment to the Partnership Principles and Partnership Objectives amongst all Partners;
 - b) implement strategies agreed by the WLPB to achieve the Partnership Objectives;
 - c) identify and escalate to the WLPB strategic issues and resolve challenges such that the Partnership Objectives can be achieved;
 - d) implement decisions of the WLPB in response to changes in the operating environment, including in respect of national policy or regulatory requirements, which impact upon the Partnership or any Partners to the extent that they affect the Partners' involvement in the Partnership;
 - e) make recommendations to WLPB for its approval or rejection on how services could be better delivered;

- f) provide clinical, professional and managerial leadership with regard to the services;
- g) manage the performance of the Partnership, accounting to the WLPB in this respect; supplying to the WLPB on a monthly basis the financial and activity information as required under this MoU.
- h) identify and manage the risks associated with the Partnership, integrating where necessary with the Partners' own risk management arrangements;
- i) implement arrangements through which the Partnership accounts to relevant regulators and other stakeholders through whatever means are required by such regulators or are determined by the WLPB, including, to the extent relevant, integration with communications and accountability arrangements in place within the Partners;
- j) address any actual or potential conflicts of interests which arise for members of the WMPB or within the Partnership generally, in accordance with a protocol to be agreed between the Partners (such protocol to be consistent with the Partners' own arrangements in respect of declaration and conflicts of interests, and compliant with relevant statutory duties).

1.7 Accountability

1.7.1 The WMPB is accountable to the WLPB.

1.7.2 The minutes of the WMPB will be sent to the members and WLPB within 1 week following each meeting.

1.7.3 The minutes shall be accompanied by a report on any matters which the Chair considers to be material. It shall also address any minimum content for such reports agreed by the WLPB.

1.8 Membership and Quorum

1.8.1 Each Partner will appoint and will at all times maintain WMPB member(s) on the WMPB. The Partnership Programme Manager (when acting as WMPB member) shall also act as the Chair of the WMPB and as the formal link between the WMPB and WLPB. Any Partner may remove or replace its WMPB member(s) by notice in writing to the other Partners at any time.

1.8.2 The WMPB Team will comprise:

- a) Partnership Programme Manager
- b) Head of CHASC
- c) Assistant Director of Integrated Adult Health and Social Care/Head of WISH
- d) Head of Head of Urgent Access Services, BHFT
- e) Head of CMHT, WBC/BHFT
- f) Head of Operations, Optalis
- g) Business Development Manager, Wokingham GP Alliance
- h) General Manager, Involve
- i) Head of Service, Royal Berkshire NHS Foundation Trust
- j) Public Health Consultant, Public Health, WBC
- k) Representative, Healthwatch, Wokingham

1.8.3 The following persons may attend meetings of the WMPB as observers but will not participate in decisions:

- a) Service Transformation Lead for CHASC, BCF Programme
- b) Partnership Project Support Officer
- c) Partnership Finance Lead

1.8.4 Other members/attendees may be co-opted as necessary, including:

a) Category Manager – Housing Operations, WBC

- 1.8.5 The WMPB will be quorate if two thirds of its members are present, subject to the members present being able to represent the views and decisions of the Partners who are not present at any meeting.
- 1.8.6 Subject to the prior approval of the WMPB, any WMPB member may appoint an alternate WMPB member to act on their behalf. An alternate WMPB member will be entitled to attend and be counted in the quorum at which the WMPB member appointing him is not personally present and do all the things which his appointing WMPB member is entitled to do.
- 1.8.7 The Partners will each ensure that, except for urgent or unavoidable reasons, their respective WMPB member (or their appointed alternate) attends and fully participates in all of the meetings of WMPB.
- 1.8.8 The WMPB will be chaired by Partnership Programme Manager (the 'Chair') and Assistant Director of Adult Health and Social Care will be the Deputy Chair.
- 1.8.9 Where the Chair is absent, the Deputy Chair shall take on the role of the Chair.

1.9 Conduct of Business

- 1.9.1 Meetings will be held monthly.
- 1.9.2 The agenda will be developed in discussion with the Chair. Circulation of the meeting agenda and papers via email will take place one week before the meeting is scheduled to take place. In the event members wish to add an item to the agenda they need to notify Partnership Programme Manager and will confirm this accordingly.
- 1.9.3 At the discretion of the Chair business may be transacted through a teleconference or videoconference provided that all members present are able to hear all other parties and where an agenda has been issued in advance.
- 1.9.4 At the discretion of the Chair a decision may be made on any matter within these ToR through the written approval of every member, following circulation to every member of appropriate papers and a written resolution. Such a decision shall be as valid as any taken at a quorate meeting but shall be reported for information to, and shall be recorded in the minutes of, the next meeting.

1.10 Decision Making and Voting

- 1.10.1 The WMPB will aim to achieve consensus for all decisions of the Partners.
- 1.10.2 Each WMPB member (or its alternate) will have an equal say in discussions and will look to agree recommendations on the basis of the Shared Principles.
- 1.10.3 To promote efficient decision making at meetings of the WMPB it shall develop and approve detailed arrangements through which proposals on any matter will be developed and considered by the Partners with the aim of reaching a consensus. These arrangements shall address circumstances in which one or more Partners decide not to adopt a decision reached by the other Partners.

1.11 Conflicts of Interests

- 1.11.1 The members of WMPB must refrain from actions that are likely to create any actual or perceived conflicts of interests.
- 1.11.2 The WMPB shall adopt and comply with the protocol for addressing conflicts of interests as approved by the WLPB (Schedule 4).

1.12 Confidentiality

- 1.12.1 Information obtained during the business of the WMPB must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The main purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).
- 1.12.2 Members of WMPB are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work of the Partnership. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

1.13 Support

- 1.13.1 Support to WMPB will be provided as part of a programme management approach.
- 1.13.2 The programme structure and supporting work groups will be developed and agreed as part of the WMPB work plan.

1.14 Review

- 1.14.1 These WMPB ToR will be formally reviewed annually in April.

SCHEDULE 3 CONFIDENTIALITY

- 1.1 In respect of any Confidential Information a Partner receives from another Partner (the "Discloser") and subject always to the remainder of this Schedule 3, each Partner (the "Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
 - 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date; and
 - 1.1.2 the provisions of this Schedule 3 shall not apply to any Confidential Information which:
 - (a) is in or enters the public domain other than by breach of the MoU or other act or omission of the Recipient; or
 - (b) is obtained by a third party who is lawfully authorised to disclose such information.
- 1.2 Nothing in this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.
- 1.3 Each Partner:
 - 1.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the MoU; and
 - 1.3.2 will ensure that, where Confidential Information is disclosed in accordance with clause 1.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Schedule 3;
 - 1.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this MoU

SCHEDULE 4 CONFLICTS OF INTEREST, TRANSPARENCY AND ETHICAL WALLS

1.1. Conflicts of Interest

The Partners shall comply with this schedule 4 for identifying and managing conflicts of interest as set out in this schedule 4 in points 1.1.1 and 1.2.1

- 1.1.1 The Partners agree to comply with the Policies of each organisation (as amended from time to time).
- 1.1.2 In the event of a conflict those of the designated Host Authority shall prevail.

1.2. Transparency and Ethical Walls

- 1.2.1 Partners will provide to each other all information that is reasonably required in order to achieve the partnership outcomes and to design and implement changes to the ways in which services are delivered (and where the services are delivered from).
- 1.2.2 Partners will have responsibilities to comply with competition laws and partners acknowledge that partners will all comply with those obligations. Partners will therefore make sure that partners share information, and in particular competition sensitive information, in such a way that is compliant with competition law.
- 1.2.3 No matter what else is written in the provider partners will ensure that they provide the commissioner partners with all financial cost resourcing, activity or other information as the commissioner partners may require so that the commissioner partners can be satisfied that the partnership outcomes, in particular those of a financial nature, are being satisfied.
- 1.2.4 The partners will make sure the partner leadership team establishes appropriate ethical walls between and within the provider partners so as to ensure that competition sensitive information and confidential information are only available to those members of the provider partners who need to see it for the purposes of the partnership and for no other purpose whatsoever so partners do not breach competition law.
- 1.2.5 It is accepted by the partnership that the involvement of the provider partners in the partnership is likely to give rise to situations where information will be generated and made available to the provider partners, which could give the provider partners an unfair advantage in competitions which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one provider partner with a commercial advantage over a separate provider partner).
- 1.2.6 The provider partners therefore recognise the need to manage the information referred to in clause 1.2.5 above in a way which maximises their opportunity to take part in competitions by putting in place appropriate procedures, such as ethical walls.

- 1.2.7 A provider partner will have the opportunity to demonstrate to the reasonable satisfaction of the commissioner partners in relation to any competitive procurements that the information it has acquired as a result of its participation in the partnership, other than as a result of a breach of this MoU, does not preclude the commissioner partners from running a fair competitive procurement in accordance with the commissioner partners' legal obligations.
- 1.2.8 Notwithstanding clause 1.2.7 above, the commissioner partners reserve their rights to take such measures as they considers necessary in relation to such competitive procurements in order to comply with their obligations under legislation (for example, the public contract regulations 2015 and the national health service (procurement, patient choice and competition) (no 2) regulations 2013) including, but not limited to, excluding any potential bidder from the competitive procurement in accordance with the laws governing that competitive procurement.
- 1.2.9 Nothing in this MoU shall absolve any of the provider partners from their obligations under each service contract, particularly in relation to ensuring that the services are provided in accordance with the requirements of the relevant service contract.
- 1.2.10 Where there are any patient safety incidents or information governance breaches relating to the services, for example, the provider partners shall ensure that they each comply with their individual service contract and, where required by the commissioner partners, work collectively and share all relevant information to that patient safety incident or information governance breach (or other similar issue) for the purposes of any investigations and/or remedial plans to be put in place, as well as for the purposes of learning lessons in order to avoid such patient safety incident or information governance breach in the future.
- 1.2.11 Without prejudice to any obligations in the service contracts, the provider partners shall each notify the partner leadership team of any serious incident that has arisen in connection with the relevant provider partner's involvement in providing the services set out in the service contract, without delay and no longer than two (2) business days of that serious incident taking place.

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